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**AMENDMENT #1 TO CONTRACT EMPLOYMENT AGREEMENT
Jannell Werner**

This amendment #1 is to the Agreement between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, Adult Behavioral Health Division (hereinafter "Agency"), and Jannell Werner, [REDACTED] (hereinafter "Werner").

- A. Agency and Werner are parties to that certain agreement dated as of June 17, 2013, (the "Underlying Agreement") pursuant to which Werner provides professional psychiatric behavioral health services to clients of Agency as directed by the Adult Behavioral Health Manager.
- B. Agency and Werner now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Agency and Werner, intending legally to be bound, hereby agree as follows:

1. Section A Paragraph 1 of the Underlying Agreement is amended to read as follows: Provide professional psychiatric behavioral health services ("Services") to clients of Agency as directed by the HHS Director or designee. The manner and means of providing the Services under this Agreement shall be in the sole discretion and professional judgment of provider, subject to the direction of the treating licensed medical practitioner, if any, and the laws, rules and regulations relating to the provision of Services by Agency. Services under this Agreement shall be provided in places determined to be appropriate by Werner. Services shall include, but not be limited to, treatment of social/psychological disorders, direct treatment management, medical involvement with the administration of or care of persons requiring prescribed psychotropic medication, on-call consultation to staff members of Agency and authorized health care service providers in times of client crisis situations, and may include psychiatric support to persons with mental illness at Yamhill County Jail and other clinical sites, as directed by the HHS Director or designee.
2. Section A Paragraph 3 of the Underlying Agreement is amended to read as follows: To provide up to 40 hours of service per week (inclusive of no more than one hour of travel time per day dependent upon Agency needs for services and funding available. However, no minimum number of hours is guaranteed by this agreement.
3. Section B Paragraph 1 of the Underlying Agreement is amended to read as follows: To pay Werner the sum of \$55.00 per hour for the services described in Section A as assigned by the HHS Director or designee and pay Werner an additional \$175.00 per seven day period for scheduled on-call crisis availability to carry a pager. No minimum amount of hours is guaranteed Werner by this Agreement, but the parties understand the

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Agency intends to assign 40 hours of work per week (inclusive of no more than one hour of travel time per day) as negotiated with HHS Director or designee. Werner shall be paid based on timesheets submitted using the normal pay period schedule for employees.

4. Section B Paragraph 6 of the Underlying Agreement is amended to read as follows: To provide the same medical coverage offered to eligible YCEA full-time employees at one full-time equivalent ("FTE").
5. Section B Paragraph 8 of the Underlying Agreement is amended to read as follows: To credit Werner with Flexible Earned Time ("FET") and all other employee leaves as allowed for YCEA employees at one FTE based on the FET accrual rate set forth in the YCEA collective bargaining agreement.
6. Section C Paragraph 4 of the Underlying Agreement is hereby amended to read as follows: The effective date of this amendment is June 9, 2014, with an initial term of June 9, 2014 through June 30, 2015. Thereafter this agreement shall automatically renew for succeeding fiscal years starting July 1, 2015 until sooner terminated as provided in paragraph 9.
7. The balance of the Underlying Agreement remains unchanged.
8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of Agency and Werner enforceable according to the terms thereof.
9. Authority. Agency and Werner and each of the persons executing this Amendment #1 on behalf of Agency and Werner hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
10. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
11. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.
12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #1 on the date indicated by their duly authorized officials.

Jannell Werner

By: Jannell Werner
(signature)

Date: 06-02-14

YAMHILL COUNTY

By: Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners

Date: 6-5-14

By: Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health and Human Services

Date: 6/3/14

APPROVED AS TO FORM:

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Date: 6/10/14

Accepted by Yamhill County
Board of Commissioners on
6/5/14 by Board Order
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