

AMENDMENT #2 TO CONTRACT EMPLOYMENT AGREEMENT
Andrea Kessinger, PMHNP
Psychiatric Behavioral Health Nurse Practitioner

This Amendment #2 to the Contract Employment Agreement (this Amendment #2) is effective September 9, 2018, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and Department of Health and Human Services ("Agency") and Andrea Kessinger, PMHNP, an individual, 14732 SW Fern Street, Tigard, OR 97223 ("Kessinger").

A. Agency and Kessinger are parties to that certain agreement dated as of May 5, 2016, (the "Underlying Agreement")(BO 16-184) pursuant to which Kessinger provides professional psychiatric behavioral health services to clients of Agency as directed by the HHS Director or designee. The Underlying Agreement was first amended on July 2, 2018, memorialized as Board Order 18-234 ("Amendment #1).

B. Agency and Kessinger now desire to further 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 Kessinger, intending legally to be bound, hereby agree as follows:

1. Section A Subsection 3 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following; "To provide up to 40 hours of service per week (inclusive of no more than one hour of travel time per day), and in any event to work no more than 40 hours in any one week unless otherwise approved by the HHS Director or designee, dependent upon Agency needs for services and funding available. However, no minimum number of hours is guaranteed by this agreement."

2. Section B Subsection 1 of the Underlying Agreement is amended to increase the rate of pay for services provided under the Underlying Agreement to \$84.85 per hour effective September 9, 2018. The balance of Section B, Subsection 1 of the Underlying Agreement remains unchanged.

3. The balance of the Underlying Agreement remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, 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 Kessinger enforceable according to the terms thereof.

5. Authority. Agency and Kessinger and each of the persons executing this Amendment #2 on behalf of Agency and Kessinger hereby covenants and warrants that: (i) such

party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

6. Binding Effect. All of the covenants contained in this Amendment #2 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.

7. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set forth adjacent to the signatures below.


ANDREA KESSINGER, PMHNP
Date: 08-20-18

YAMHILL COUNTY
By: 
MARY STARRETT, Chair
Board of Commissioners
Date: 9-6-18

By: 
SILAS HALLORAN-STEINER, Director
Department of Health and Human Services
Date: 8/21/18

APPROVED AS TO FORM:
By:  9/12/18
CHRISTIAN BOENISCH
County Counsel
Date: _____

Kessinger, Attachment 2
Accepted by Yamhill County
Board of Commissioners on
9/6/18 by Board Order
18-326