

AMENDMENT #2 TO CONTRACT EMPLOYMENT AGREEMENT
Donald Henschel
Psychiatric Behavioral Health Nurse Practitioner

This Amendment #2 to the Contract Employment Agreement (this **Amendment #2**) is effective December 9, 2019, 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 **Donald Henschel**, an individual, 4808 SW Oleson Rd. Apt. E, Portland, OR 97225 (“Henschel”).

A. Agency and Henschel are parties to that certain agreement dated as of May 2, 2017, (the “Underlying Agreement”) (BO 17-156) pursuant to which Henschel 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 June 28, 2018, memorialized as Board Order 18-232 (“Amendment #1”).

B. Agency and Henschel 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 Henschel, intending legally to be bound, hereby agree as follows:

1. Section B Subsection 1 of the Underlying Agreement is amended to decrease the rate of pay for services provided under the Underlying Agreement to \$84.85 per hour effective December 9, 2019. The balance of Section B, Subsection 1 of the Underlying Agreement remains unchanged.

2. Section B of the Underlying Agreement is hereby amended to add Subsection 9 as follows: “Provide the same medical coverage offered to eligible AFSCME Local 1422 full-time employees at one full-time equivalent (“FTE”) even though this contract employee position is a non-bargaining position.”

3. Section B of the Underlying Agreement is hereby amended to add Subsection 10 as follows: “Credit Henschel with Flexible Earned Time (“FET”) and all other employee leaves as allowed for AFSCME Local 1422 employees at one full-time equivalent based on the FTE accrual rate set forth in the AFSCME Local 1422 collective bargaining agreement.”

4. The balance of Section B of the Underlying Agreement as amended by Amendment #1 remains unchanged.

5. The balance of the Underlying Agreement remains unchanged.

6. 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 Henschel enforceable according to the terms thereof.

7. Authority. Agency and Henschel and each of the persons executing this Amendment #2 on behalf of Agency and Henschel 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.

8. 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.

9. 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.

10. 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.


DONALD HENSCHEL, PMHNP

Date: 11/14/19

YAMHILL COUNTY

By: 
RICHARD L. "RICK" OLSON, Chair
Board of Commissioners

Date: 11-26-19

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

Date: 11/15/19

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
County Counsel

Date: 11/27/19

Accepted by Yamhill County
Board of Commissioners on
11/26/19 by Board Order
19-464