

CONTRACT EMPLOYMENT AGREEMENT
Susan A. Lamb

THIS AGREEMENT ("Agreement") is between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and Department of Health & Human Services ("County"), and **Susan A. Lamb**, an individual, 520 N. Ironwood Drive, Newberg, OR 97132 ("Lamb").

RECITALS:

A. County operates its Public Health Division through its Department of Health and Human Services. In order to provide adequate services for its varied programs, it is necessary for County to contract with a qualified management consultant with Emergency Preparedness and Response experience.

B. Lamb is qualified to perform the duties required by County and imposed by this Agreement. County and Lamb desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

AGREEMENT:

In exchange for the promises and other consideration set forth below, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1 - SERVICES OF LAMB:

1. Lamb agrees to perform the following services (the "Services"):
 - a. Coordinate with OHA Regional Emergency Coordinator (REC) and Regional Cities Readiness Initiative (CRI) workgroup to execute Yamhill County Public Health Emergency Preparedness (PHEP) workplan.
 - b. Revise, update and align existing PHEP Plans including but not limited to the following:
 - Medical Countermeasures Plan
 - Environmental Health All Hazards Plan
 - Access and Functional Needs Plan
 - Public Health Emergency Communications Plan
 - c. Participate with County Emergency Management on the upcoming project to update the County Emergency Operations Plan
 - d. Assist with recruiting and on-boarding a new PHEP Coordinator
 - e. Other consultation duties as assigned

f. Provide the Health and Human Services Director or designee with a twice monthly timesheet with days and hours in which services were provided.

g. All activities listed above must be done under the authorization of the Health and Human Services Director or designee and may be done offsite when approved by Director or designee and as long as business need is met.

2. Provide County with adequate notice in any instance when Lamb will be completely unavailable, temporarily unavailable, or will need to change service schedule.

SECTION 2 - OBLIGATIONS OF COUNTY:

The County agrees to perform the following obligations:

1. Pay Lamb for the services provided under this Agreement at the rate of \$52.18 per hour for an average of 20 hours per week, unless otherwise approved by the Health and Human Services Director or designee, dependent upon County needs for services and available funding. However, no minimum number of hours is guaranteed by this Agreement.

2. Make payment to Lamb as part of the County's payroll, following receipt and approval of a twice monthly timesheet with days and hours in which services were provided.

3. Pay its proportionate share of social security and Medicare tax for services performed under this Agreement and to withhold and pay to the Internal Revenue Service Lamb's proportionate share of social security and Medicare taxes due for services performed under this Agreement. For purposes of these taxes, Lamb shall be treated as an employee of County.

4. Withhold state and federal income taxes from the monthly payment owed Lamb and to pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Lamb.

5. Provide, at County's expense, worker's compensation insurance for Lamb's performance of Services under this Agreement.

6. Provide, at County's expense, liability insurance coverage for claims connected to performance of Lamb's duties under this Agreement, subject to the provisions of the Oregon Tort Claims Act.

7. Provide at County's expense, a cell phone and computer for remote work connected to performance of Lamb's duties under this Agreement that will be returned to the County at the conclusion of this Agreement.

SECTION 3 - MUTUAL OBLIGATIONS:

County and Lamb mutually agree as follows:

1. County and Lamb agree to comply with the rules and regulations of County, applicable federal regulations and all provisions of federal and state law relating to Lamb's performance of services under this Agreement. The requirements of ORS 279B.200 through 279B.240 and Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference.

2. A contract employee/employer relationship is created by this Agreement. The only compensation due Lamb is specifically stated in this Agreement. Specifically, both parties agree that Lamb will not be entitled to any benefits typically granted to County employees, including but not limited to, vacation, holiday, other leaves with pay, tenure, health and welfare coverage, life and disability insurance, overtime, retirement benefits or to any other benefit not specifically referred to above, except as required by law.

3. Any expenses incurred by Lamb in the performance of the terms and conditions of this Agreement not specifically provided for in this Agreement shall be the sole and separate responsibility of Lamb.

4. Lamb will provide services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954.

5. County may subcontract for similar services with other parties as the need for such services arises.

6. This Agreement shall not be subcontracted or assigned by Lamb without the prior written consent of County.

SECTION 4 - ADMINISTRATION AND PROFESSIONAL SUPERVISION: Lamb will be subject to the general administrative supervision of the Health and Human Services Director or designee.

SECTION 5 - TERM AND TERMINATION:

1. Term. Unless terminated in accordance with subsection (2), the term of this Agreement is from, September 9, 2023, through, March 8, 2024, and supersedes any prior agreements between the parties. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the agreement.

2. Termination. Either party may terminate this Agreement on 30 days written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

SECTION 6 - PERS; WAIVER OF COUNTY LIABILITY: As a PERS retiree, Lamb acknowledges and agrees that it is Lamb's sole responsibility to comply with all terms and conditions applicable to Lamb's receipt of PERS pension benefits, including but not limited to any limitation on the number of hours Lamb may work for County (or other qualifying employers) in a calendar year without risking loss or reduction of PERS pension benefits. **County bears no responsibility to monitor or ensure Lamb's compliance with such PERS**

requirements and Lamb hereby voluntary waives any and all liability of County for Lamb's failure to adhere to applicable PERS requirements during or after the term of this Agreement. If Lamb has questions regarding compliance with PERS requirements, Lamb shall direct all such questions to PERS.

SECTION 7 - COST AND ATTORNEYS FEES: In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

SECTION 8 - CONFIDENTIALITY: Lamb acknowledges that Lamb may, in the course of Lamb's performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) client information, (ii) information provided by County and marked confidential, (iii) Protected Health Information or EPHI, or (iv) information identified as confidential in a separate writing, that becomes available to Lamb in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Lamb's use of the Confidential Information are also deemed Confidential Information. Lamb agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Lamb uses in maintaining the confidentiality of Lamb's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this. Lamb agrees that, upon termination of this Agreement or at County's request, Lamb will turn over to County all documents, papers and other matter in Lamb's possession that embody Confidential Information and Lamb will certify that all such Confidential Information has either been returned or destroyed.

SECTION 9 - WAIVER; SEVERABILITY: The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 10 - ENTIRE AGREEMENT: This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

SECTION 11 - GOVERNING LAW; JURISDICTION; VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding, (collectively "Claim") between County and Provider that arises from or relates to this Agreement shall be brought and

conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. LAMB, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

Susan A. Lamb
SUSAN A. LAMB

Date: 8/14/23

SS #: on file

YAMHILL COUNTY

By: Lindsey Berschauer
LINDSEY BERSCHAUER, Chair
Board of Commissioners

Date: 8/31/23

By: Lindsey Manfrin
LINDSEY MANFRIN, Director
Department of Health and Human Services

Date: 8/25/23

APPROVED AS TO FORM:

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

Date: 9/5/23

Accepted by Yamhill County
Board of Commissioners on
8/31/23 by Board Order
23-350