

CONTRACT EMPLOYMENT AGREEMENT
Amy M. Thorkildson

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 **Amy M. Thorkildson**, an individual, 700 NW Wintergreen Drive, McMinnville, OR 97128 ("Thorkildson").

RECITALS:

WHEREAS, County receives administrative services through Department of Health and Human Services, through its Administrative Services Division (“HHS”); and

WHEREAS, In order to provide adequate services for its varied programs, it is necessary for HHS to contract with a qualified consultant with fiscal reporting experience; and

WHEREAS, Thorkildson is qualified to perform the duties required by HHS and imposed by this Agreement; and

WHEREAS, County and Thorkildson desire to enter into this Agreement, and County is authorized to enter into this Agreement under ORS 203.010(3), and now, therefore

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

SECTION 1 - SERVICES OF THORKILDSON:

- a) Thorkildson agrees to perform the following services for HHS (the “Services”):
 - 1. Review, revise, update and distribute internal fiscal reports;
 - 2. Revenue and expense coding;
 - 3. Attend relevant meetings, both virtually and onsite; and
 - 4. Other consultation duties as assigned.
- b) Thorkildson shall provide the HHS Director or designee with a twice monthly timesheet with days and hours in which services were provided.
- c) Thorkildson shall provide HHS with adequate notice in any instance when Thorkildson will be completely unavailable, temporarily unavailable, or will need to change service schedule.
- d) Thorkildson understands and agrees that she will be subject to the general administrative supervision of the HHS Director or designee.

- e) All activities listed in this Section 1 must be done under the authorization of the HHS Director or designee and may be done offsite when approved by the Director or designee and as long as business need is met.

SECTION 2 - OBLIGATIONS OF COUNTY:

The County shall:

- a) Provide Thorkildson with pertinent records for Thorkildson 's performance under this Agreement, provided that Thorkildson shall be subject to the rules and regulations of County relating to the confidentiality of records.
- b) Pay Thorkildson for the services provided under this Agreement at the rate of \$38.00 per hour for up to 19 hours per week, unless otherwise approved by the HHS Director or designee, dependent upon HHS needs for services and available funding. However, no minimum number of hours is guaranteed by this Agreement.
- c) Make payment to Thorkildson 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.
- d) 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 Thorkildson's proportionate share of social security and Medicare taxes due for services performed under this Agreement. For purposes of these taxes, Thorkildson shall be treated as an employee of the County.
- e) Withhold state and federal income taxes from the monthly payment owed Thorkildson and to pay the Internal Revenue Service and the Oregon Department of Revenue all such sums withheld on behalf of Thorkildson.
- f) Provide, at the County's expense, worker's compensation insurance for Thorkildson's performance of Services under this Agreement.
- g) Provide, at the County's expense, liability insurance coverage for claims connected to performance of Thorkildson's duties under this Agreement, subject to the provisions of the Oregon Tort Claims Act.
- h) Provide at the County's expense, a computer for remote work connected to performance of Thorkildson's duties under this Agreement that will be returned to the County at the conclusion of this Agreement.

SECTION 3 - MUTUAL OBLIGATIONS:

The County and Thorkildson mutually agree as follows:

- a) The County and Thorkildson agree to comply with the rules and regulations of the County, applicable federal regulations and all provisions of federal and state law relating to Thorkildson'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.
- b) A contract employee/employer relationship is created by this Agreement. The only compensation due Thorkildson is specifically stated in this Agreement. Specifically, both parties agree that Thorkildson 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.
- c) Any expenses incurred by Thorkildson 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 Thorkildson.
- d) Thorkildson 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.
- e) County may subcontract for similar services with other parties as the need for such services arises.
- f) This Agreement supersedes and replaces any prior employment agreement between the parties, whether written or oral.
- g) This Agreement shall not be subcontracted or assigned by Thorkildson without the prior written consent of County.

SECTION 4 - TERM AND TERMINATION:

- a. Term. Unless terminated in accordance with subsection (2), the term of this Agreement is from, August 9, 2024, through, June 30, 2025, and supersedes any prior agreements between the parties. Upon conclusion of the initial term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless terminated as allowed by this section. It is understood by both parties that no commitments have been or are made by either party beyond the termination of the agreement.
- b. 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 5 - 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 6 - CONFIDENTIALITY: Thorkildson acknowledges that Thorkildson may, in the course of Thorkildson'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 Thorkildson 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 Thorkildson's use of the Confidential Information are also deemed Confidential Information. Thorkildson agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Thorkildson uses in maintaining the confidentiality of Thorkildson'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. Thorkildson agrees that, upon termination of this Agreement or at County's request, Thorkildson will turn over to County all documents, papers and other matter in Thorkildson's possession that embody Confidential Information and Thorkildson will certify that all such Confidential Information has either been returned or destroyed.

SECTION 8 - 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 9 - 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 10 - 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. THORKILDSON, 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.



AMY M. THORKILDSON

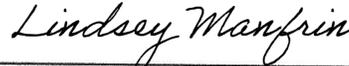
Date: 7/30/2024

SS #: on file

YAMHILL COUNTY

DocuSigned by:
By: 

8E58DDAC84AB478
LINDSAY BERSCHAUER, Chair
Board of Commissioners
Date: 8/15/2024

By: 

LINDSEY MANFRIN, Director
Department of Health and Human Services
Date: 7/31/24

APPROVED AS TO FORM:

Signed by:
By: 

1B2A1369424542B...
JODI GOLLEHON
Assistant County Counsel
Date: 8/15/2024

**Approved by the BOC on:
08/08/2024**

via Board Order No.:24-247