

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 19-346

APPOINT RACHEL WOOD, MD, MPH AS LEWIS
COUNTY HEALTH OFFICER; AND APPROVE AN
AGREEMENT EMPLOYING RACHEL WOOD, MD, MPH
IN SUCH CAPACITY

WHEREAS, the following Local Health Officer employment agreement, herein incorporated by reference, between Rachel Wood, MD, MPH (hereinafter Dr. Wood) and the Lewis County Board of Health is entered into voluntarily and both parties desire to memorialize the terms and conditions of employment; and

WHEREAS, Dr. Wood was previously appointed as Local Health Officer and the Lewis County Board of Health would like to reappoint Dr. Wood; and

WHEREAS, Dr. Wood desires to continue to be the Lewis County Local Health Officer and Lewis County Board of Health desires to employ Dr. Wood in such capacity; and

WHEREAS, Dr. Wood is qualified to hold the position of Local Health Officer under RCW 70.05.051; and

WHEREAS, Dr. Wood agrees to carry out all of the powers and duties of her position as described in RCW 70.05.070; and

WHEREAS, it appears to be in the public interest to continue to have Dr. Wood as the Lewis County Local Health Officer.

NOW THEREFORE BE IT RESOLVED in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

EMPLOYMENT AGREEMENT FOR HEALTH OFFICER SERVICES

Section 1. Appointment.

Lewis County Board of Health hereby appoints Dr. Wood as Local Health Officer for Lewis County subject to the terms set forth in this agreement.

Section 2. Qualification.

As of the execution of this agreement, Dr. Wood is qualified for the position of Local Health Officer under RCW 70.05.051. This employment agreement shall automatically and immediately terminate at such time as Dr. Wood fails to qualify for the position of Local Health Officer.

Section 3. Duties.

Dr. Wood shall carry out all powers and duties of her position as local health officer pursuant to RCW 70.05.070. Dr. Wood agrees to provide a minimum of eight (8) hours per week of local health officer services; however it is understood and agreed that additional hours may be required in order to fulfill all required duties. It is understood that such duties may, from time to time, need to be carried out at times other than normal business hours; and Dr. Wood agrees to make herself available, as needed, to carry out all duties of the Local Health Officer.

Section 4. Salary.

Dr. Wood shall be a part-time exempt Lewis County employee. Effective January 1, 2020 her annual salary shall be \$60,000, which amount shall be subject to all applicable deductions, including but not limited to employment and payroll taxes. She will be paid \$5,000 for the month of December 2019.

Section 5. Benefits.

Dr. Wood, as a part-time employee, may be entitled to annual leave and other Lewis County employee benefits as set forth in applicable Lewis County policy, which may be revised from time to time in the future. Lewis County will furnish and maintain equipment that is needed for Dr. Wood to perform her duties as Local Health Officer. Dr. Wood agrees to use the aforementioned equipment solely in the exercise of these duties as Local Health Officer and agrees to promptly return all such equipment to the Director of Lewis County Department of Health upon termination of employment.

Section 6. Involuntary Termination.

Lewis County Board of Health reserves the right, in its sole and subjective discretion, to terminate this agreement and thus, the services of Dr. Wood as Local Health Officer, at will. In the event the Lewis County Board of Health terminates this agreement, it will provide Dr. Wood a 30 day written notice of such termination.

Should Dr. Wood voluntarily terminate her employment during this 30 day notification period, she shall be solely entitled to compensation up to and including the last day

actually worked, plus any accrued leave allowances as authorized under Lewis County policy.

Section 7. Voluntary Termination.

In the event that Dr. Wood elects to voluntarily resign or retire, she shall give Lewis County Board of Health not less than thirty (30) days advance written notice.

Section 8. Death or Disability.

If Dr. Wood dies, or is otherwise unable to perform the essential functions of the position, the employment relationship shall terminate as of the last day of the month during which death or inability to perform occurs, subject to the requirements of federal or state laws. Upon Dr. Wood's death or inability to perform, neither Dr. Wood nor her beneficiaries or estate shall have any further rights against the County, except the right to receive:

1. The unpaid portion of salary for the month in which employment ends;
2. Accrued leave allowances per Lewis County policy;
3. Reimbursement of any unpaid business expenses; and,
4. Other post-termination benefits to which Dr. Wood would be entitled under the terms and conditions of Lewis County policy.

The provisions of this agreement are not intended to abrogate or otherwise alter Lewis County's duty to engage in the interactive process or provide accommodation under federal and state laws pertaining to disabilities.

Section 9. Professional Membership.

Lewis County Department of Health agrees to pay the professional dues reasonably necessary for Dr. Wood to maintain and carry out her duties as Local Health Officer for the benefit of Lewis County.

Section 10. Insurance.

Lewis County will provide insurance covering liability incurred within the scope of Dr. Wood's official duties as Local Health Officer. Lewis County is not obligated to provide insurance for any liability incurred outside the scope of her official duties as Local Health Officer.

If it is determined that a liability was incurred outside the scope of Dr. Wood's official duties as Local Health Officer, and if Lewis County has already made payment for that liability, then Dr. Wood shall reimburse Lewis County the full amount paid by Lewis County.

If it is determined that a liability was incurred within the scope of Dr. Wood's official duties as Local Health Officer, and if payment for that liability was paid by Dr. Wood personally, then Lewis County shall reimburse Dr. Wood the sum that she paid within a reasonable time after Lewis County receives written verification of Dr. Wood's personal expenditure in satisfaction of said liability.

Section 11. Indemnification.

Upon proper and timely request, as set forth in Resolution No. 19-167, Lewis County shall indemnify and defend Dr. Wood and her marital community from personal liability

for acts and omissions committed by Dr. Wood, in good faith, within the course and scope of her official Lewis County duties, in accordance with Resolution No. 19-167. Resolution No. 19-167 is herein incorporated by reference. A violation of Resolution 19-167 by Dr. Wood shall constitute a breach of this employment agreement and may result in the denial of indemnification at the sole discretion of Lewis County.

Dr. Wood agrees to cooperate and participate as necessary to defend an action or proceeding. This indemnification provision shall survive termination of this agreement.

Section 12. Assignment and Delegation

No party to this agreement will assign or delegate any portion of this agreement without the prior written consent of the other party.

Section 13. Modification/Amendment

Any part of this agreement may only be modified or amended by mutual agreement of the parties in writing. This agreement shall not be modified by any oral understanding.

Section 14. Dispute Resolution

It is the goal of the parties to resolve any differences as early and as amicably as possible. If a dispute arises between the parties with regards to the performance of any provision of this agreement or the interpretation thereof, the parties agree to follow the procedure set forth below:

1. The parties shall first meet to attempt to see if the matter can be resolved informally. This informal resolution attempt may involve more than one meeting but is not required to involve more than one meeting.
2. If the parties are unable to resolve their differences, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be mutually agreeable to the parties. Such mediation shall be non-binding but shall be a condition precedent to having said dispute

decided in court. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a party's written request for mediation of a dispute. Any resolution at this stage shall be reduced to writing and if it involves an interpretation of this agreement, it shall be considered an addendum to this agreement.

Section 15. Term.

This agreement shall remain in effect unless 1) modified by the parties in writing or 2) this employment relationship is terminated.

Section 16. Entire Agreement.

This agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes any prior agreement, oral statements and discussions between the parties.

Section 17. Governing Law.

This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Washington. Except as otherwise required by applicable law, any legal

action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Lewis County.

Section 18. Severability.

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Section 19. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it.

Section 20. No Rights Created in Third Parties

The terms of this Agreement are not intended to establish nor to create any rights in any persons or entities except as expressly set forth in this agreement.

Section 21. Effective Date

This Agreement shall become effective December 1, 2019.

DONE IN OPEN SESSION this 25th day of November, 2019.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Kevin McDowell
By: Kevin McDowell,
Deputy Prosecuting Attorney

Robert C. Jackson
Robert C. Jackson, Chair

ATTEST:



Gary Stamper
Gary Stamper, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of County
Commissioners

Edna J. Fund
Edna J. Fund, Commissioner