

EMPLOYMENT AGREEMENT

Colin Roberts, LCSW

THIS AGREEMENT is made and entered into by and between Missoula County and Colin Roberts, LCSW, on the terms and provisions set forth below.

RECITALS

Missoula County, the Missoula City-County Board of Health and Partnership Health Center Governing Board have entered into a Co-Applicant Agreement for the mutual operation of a federally qualified health care center known as Partnership Health Center in accordance with §330 of the Public Health Service Act, 42 USC §254b. Pursuant to that agreement, persons working at Partnership Health Center (hereafter “PHC”) are Missoula County employees.

Colin Roberts, LCSW, has specialized training, education and skills and is willing to make such expertise available to Missoula County and PHC.

NOW THEREFORE, in consideration of the mutual benefit to be derived by the parties, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. **Employment.** Missoula County (hereafter “Employer”) hereby employs Colin Roberts, LCSW, (hereafter “Employee”) in the capacity of Licensed Clinical Therapist. Employee agrees to serve in the capacity of the Licensed Clinical Therapist on the terms and provisions set forth in this Agreement.
2. **Employee Duties.** Employee shall be appointed as a part-time (0.75 FTE) employee except that Employee shall have a termination date as specified herein and compensation shall be as specified herein. Employee shall provide services for PHC as described in the of Licensed Clinical Therapist job description, attached as Exhibit A and incorporated by reference herein. Exhibit A is intended as a representative example of duties but is not all-inclusive and may be modified from time to time upon written agreement between the parties. Employee shall perform all professional services under this Agreement in accordance with the professional standards applicable to the Employee’s occupation.
3. **Term.** The term of this agreement is from November 14, 2022 through June 30, 2023, unless sooner terminated pursuant to Section 9 below. The parties may by mutual written agreement extend or renew the term of this Agreement. If either party does not intend to extend or renew the term of this Agreement, that party shall give written notice to the other at least 90 (ninety) days before the expiration of the term specified herein.

In the event that the County fails to give 90 days’ notice of its intent not to renew the Agreement, the Agreement shall automatically renew for successive one-year terms thereafter (“Renewal Terms”) until the County gives its notice of intent to not renew 90 days prior to the end of any Renewal Term. During any Renewal Term all other terms and conditions of the Agreement shall remain in effect.

4. Compensation of Employee. As complete compensation for the performance of 30 (thirty) hours per work week, the Employer shall pay to the Employee in accordance with Exhibit B, which is incorporated by reference herein. Missoula County agrees to pay Employee every other week in accordance with Employer's regular payroll cycle. Employee is an exempt executive employee for purposes of federal and state wage and hour laws and the similar and supplementary employment policies of Missoula County. Employee shall not be entitled to overtime pay under state and federal wage and hour laws, the similar and supplementary employment policies of Missoula County or under the terms of this Agreement. Employee may accrue compensatory time in accordance with §214.40 Missoula County Human Resources Policy for exempt employees. In accordance with Exhibit B, Employee may receive compensation at the regular hourly rate for hours worked in excess of 40 hours when authorization is granted in accordance with §214.40 Missoula County Human Resources Policy.
5. Application of County Policies and Benefits. The Missoula County Human Resources Policy (hereafter "MCHRP") is incorporated herein by reference. Employee is eligible for those rights, privileges and benefits provided in MCHRP, except as provided otherwise herein. Employee is subject to the policies contained in the MCHRP. Employee shall be entitled to benefits provided for full time employees in MCHRP. In the event of a conflict between this Agreement and MCHRP, this Agreement shall govern.
6. Application of PHC Policies. Employee is subject to policies and procedures of PHC. In the event of a conflict between the policies and procedures of PHC and the MCHRP, the MCHRP shall govern.
7. Supervision and Evaluation. Employee shall be subject to the general supervision of the Behavioral Health Director in carrying out the performance of the professional services and duties specified herein. The Behavioral Health Director shall be responsible for review and evaluation of Employee's performance on an annual basis.
8. Termination of Employment. This Agreement is for a specific term. However, this Agreement may be terminated prior to the end of the term as follows:
 - a. By Employer. Missoula County may terminate the employment relationship with Employee for good cause, or to execute a layoff or reduction in force based on lack of work, lack of funds, etc., under 39-31-303(3), MCA. Upon notice to the employee of termination, employee shall no longer be obligated to perform any functions on behalf of Missoula County and the relationship of Employee and Employer shall immediately terminate. Employer shall have no further obligation or responsibility to Employee and no further payments, benefits, or other entitlements set forth under this Agreement shall be due Employee, save and except for the payment for obligations and entitlements as may have accrued to Employee prior to the termination but remain unpaid as of the date of termination. Should a court of competent jurisdiction determine that the Employer did not have good cause to terminate the Employee, the sole and exclusive remedy shall be for the Employer to pay the Employee's salary, as set forth in Attachment B, for the remainder of the contract, as well as to pay the standard Employer contribution for group insurance benefits during this time period.

b. By Employee. Employee may at any time terminate the Employment relationship by giving Employer 90 (ninety) day's written notice.

9. Compliance with Civil Rights Laws and Other Laws and Regulations. Employee shall not discriminate in any manner against any person on the basis of race, color, national origin, gender, religion, creed, age, marital status, political belief, physical or mental disability (including on the basis of pregnancy, childbirth or related medical condition), genetic conditions or predisposition to certain diseases, including based on sexual orientation, gender identity or expression in accordance with City of Missoula Ordinance. Employee shall comply with all federal, state and local laws, rules and regulations applicable to his employment and occupation.

10. Employee Professional and Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and other affirmative obligations imposed by law or regulation. Employee is a public employee subject to the Standards of Conduct for public employees enumerated in Title 2, Chapter 2 of the Montana Code Annotated. Employee shall devote his time, attention, knowledge and skills solely to the interests of PHC and shall not use his employment position for personal gain, either directly or indirectly. Employee shall not at any time or in any manner divulge, disclose or communicate to any person any confidential information gained during performance under this agreement and shall strictly comply with all provisions of privacy laws and rules. Employee agrees to remain in the exclusive employ of PHC throughout the duration of this agreement. The term "exclusive employ" shall not be construed to include occasional teaching, writing or consulting which is performed on Employee's own time off and which does not affect the Employee's job performance.

PHC recognizes that Employee maintains employment at a facility or facilities other than PHC. Employee recognizes that his/her employment at this facility is in no way related to employment with PHC. Employee agrees to perform all duties and obligations associated with employment at outside facilities during Employee's off time and ensures performance of the duties and obligations will not affect Employee's job performance at PHC. Employee will ensure adequate medical malpractice coverage for work at an outside facility, is procured by either the outside facility or the Employee. Employee further ensures PHC will be indemnified for any and all claims arising out of performance of duties and obligations associated with employment at any facilities outside of PHC.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof. This Agreement supersedes any and all other agreements or contracts, oral or written, as discussed or negotiated between the parties.

12. Modification of Terms and Renewal. The terms and provisions of this Agreement shall not be modified or amended except by a written agreement signed by both parties. If the parties desire to renew the agreement all renewals must be in writing.

13. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision and this Agreement shall be construed as if such invalid or unenforceable provision had been omitted.

14. Venue and Applicable Law. This Agreement is entered into in Missoula County, Montana and the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Montana. In the event of litigation regarding this contract, venue shall be in the Fourth Judicial District Court, Missoula County.

DATED this 1st day of December, 2022.

Employee:

Colin Roberts

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Colin Roberts, LCSW

Board of County Commissioners:

Juanita Vero, Chair

Josh Slotnick, Commissioner

David Strohmaier, Commissioner

ACCORD:

Partnership Health Center:

Lara Salazar

06B29E6EFD3BDF77018DBF2CFE66505B readysign

Lara Salazar
Chief Executive Officer

Exhibit A

MISSOULA COUNTY

LICENSED CLINICAL THERAPIST

11/2020

This position is subject to the overtime requirements of state and federal wage and hour law, i.e., exempt.

DEFINITION: Performs work as a therapist at the Partnership Health Center (PHC). Work assignment will be in: the traditional model, an integrated model where providers are embedded in the medical clinic providing brief behavioral interventions within the behavioral health department, or the Mobile Support Team, depending on coverage needs.

EXAMPLE OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive nor restrictive.)

ESSENTIAL DUTIES:

Provides screening and assessments, develops and implements treatment plans and documents client progress for behavioral health clients.

Provides behavioral health counseling, for individuals, couples, families, and groups as indicated by the treatment plan or as assigned. May provide counseling as a Licensed Addictions Counselor or Mental Health Professional if certified.

Functions as a member of an interdisciplinary team in a patient-centered health home model, or as part of a mobile support team, depending on work assignment.

Creates quarterly reports on targeted performance indicators, quality measures and health outcomes to the Performance Improvement Committee.

Provides community education to other providers or community partners.

Participates in scheduled administrative staff meetings. Participates in clinical staff meetings.

Provides training for support and clinical personnel as required.

Maintains appropriate and timely clinical records.

OTHER DUTIES:

Performs related duties as required or directed.

SUPERVISION RECEIVED: Works under the direction of the Behavioral Health Director or designee.

SUPERVISION EXERCISED: None.

WORKING RELATIONSHIPS: Has numerous contacts with the PHC Medical and Dental Clinic Directors, clients and medical providers. May occasionally represent PHC at community meetings or educational forums. Contacts are for the purpose of planning and coordinating work and resolving problems.

PHYSICAL/ENVIRONMENTAL DEMANDS: Crisis intervention work may involve exposure to potentially dangerous situations. The employee may risk exposure to communicable diseases. Works primarily in an office setting. May work remotely from home or in the field responding to 911 behavioral health emergencies, depending on work assignment. Requires some evening, weekend and holiday work, and may require over forty hours in a work week. May require driving or riding in a car to satellite sites, to distant meeting locations, or to see patients in the field as part of a Mobile Support Team.

Mobile Support Team work assignment involves exposure to a stressful environment; requires working both indoors in an office setting, and outdoors in all weather conditions; requires continuous sitting and standing; requires frequent walking on all types of surfaces including over uneven terrain; and requires occasional bending, stooping, twisting and reaching. Requires climbing stairs occasionally. Lifting, carrying and pushing/pulling of items weighing up to 50 lbs, and running are required on rare occasion.

REQUIRED KNOWLEDGE, SKILLS & ABILITIES:

KNOWLEDGE: Considerable knowledge of techniques in interviewing, screening, assessing and counseling clients with mental health disorders, trauma, and/or substance abuse. Considerable knowledge of the principles, theories and practices of clinical counseling. Considerable knowledge of the ethical and legal requirements of the profession. Working knowledge of quality management processes. Working knowledge of client confidentiality, and the ethical and legal requirements of the profession. Working knowledge of the principles and practices of HIPAA compliance. Working knowledge of the PHC Corporate Compliance Guidelines.

SKILLS: Skill in the use of a personal computer using electronic medical records, word processing and database software. Skill in the use of audio/visual equipment including slide and overhead projectors.

ABILITIES: Ability to compile reports and track data as it relates to performance indicators and health outcomes. Ability to assess clients and create appropriate treatment plans or referrals. Ability to provide effective counseling and case management in a clinical setting. Ability to coordinate care through effective consultation with PHC providers and community supports. Ability to establish and maintain

effective working relationships with diverse individuals and groups. Ability to communicate effectively in the English language, both orally and in writing.

MINIMUM QUALIFICATION REQUIREMENTS:

EDUCATION: Master's degree in social work or counseling required. Active Montana State LCSW or LCPC license required.

EXPERIENCE: Two years of experience in a clinical or mental health setting is required.

SPECIAL REQUIREMENTS: Subject to passing a criminal background investigation that will require fingerprinting. Requires immunizations or proof of immunity to certain infectious diseases and a TB test. May require a valid drivers' license (Mobile Support Team work assignment).

Signature of employee

Date

Exhibit B
Salary Compensation

Effective November 14, 2022, the Employee's rate of pay is \$32.03 per hour. Employee is budgeted at 0.75 FTE (30 hours per week). County-level Cost of Living wage adjustments will be possible, annually, on July 1st.

Employee is an exempt professional employee for purposes of federal and state wage and hour laws and the similar and supplementary employment policies of Missoula County. Employee shall not be entitled to overtime pay under state and federal wage laws, the similar and supplementary employment policies of Employer or under this agreement. As such, in no case will work exceeding 40 hours in a work week be compensated unless authorized under Missoula County Human Resources Policies §214.40. Employees may be paid their regular hourly rate for work exceeding 40 hours per week in accordance with the Missoula County Human Resources Policies §214.40, by exception, for work performed in an emergency response capacity as part of the mobile support team.

Continuing Education. In addition to any other leave authorized under this Agreement, Employer shall permit Employee to take up to 30 (thirty) hours of paid leave each contract year of this Agreement for the purpose of attending or obtaining continuing education. Further, upon receipt of written receipts or other appropriate documentation, Employer shall reimburse Employee up to a total of \$1,125 per contract year for the costs of attending and obtaining continuing education. Continuing education leave and expenses shall be subject to the conditions and restrictions of Employer's travel policies. If Employee fails to take any portion of the education leave prior to the end of the contract year or fails to use the total reimbursement provided, any unused leave and unused reimbursement shall not be carried over into the next contract year. Employee shall not be entitled to a cash payment for unused educational leave at the time of termination of this Agreement.

Addendum D UPDATED:

Extra Leave Bank for Providers (Medical, Dental, BH, and Pharmacy)

As a provider at PHC, you are eligible for Extra (paid) Leave.

This pertains to all Physicians, Advanced Practice Providers (APPs), Dentists, Dental Hygienists, BHC, Pharmacy Directors, Clinical Pharmacists and General Pharmacists. Individual are not able to earn “comp” pay in addition.

Purpose: Extra Leave is provided under the terms of this employment agreement to promote engagement and retention at Partnership Health Center (PHC) by providing paid leave designated in payroll as “EXTRA LEAVE” based on tenure at PHC. Extra Leave will be provided based on the schedule included in this Addendum. Subject to the approval of the PHC Executive Director, Extra Leave may also be awarded under this agreement to recognize the provider’s support of PHC’s Strategic Plan related to the achievement of PHC goals around quality, teamwork, patient experience, and/or productivity metrics.

Schedule of Extra Leave awards:

<u>Time at PHC</u> <u>Bdgt work week</u>	<u>< 1 yr</u>				<u>1-3 yrs</u>	<u>4-6 yrs</u>	<u>> 7 yrs</u>
	<u>July-Sept</u>	<u>Oct-Dec</u>	<u>Jan-Mar</u>	<u>April-June</u>			
40 hrs (1.0- FT)	20	15	10	5	20	40	60
36 hours (0.90)	18	13.5	9	4.5	18	36	54
35 hours (0.875)	17.5	13.125	8.75	4.375	17.5	35	52.5
32 hours (0.80)	16	12	8	4	16	32	48
30 hours (0.75)	15	11.25	7.5	3.75	15	30	45
27 hours (0.675)	13.5	10.125	6.75	3.375	13.5	27	40.5
20 hours (0.50)	10	7.5	5	2.5	10	20	30
Less than 20	0	0	0	0	0	0	0

Full Time: Providers who have been employed at PHC between 1-3 years will be awarded up to 20 hours of EXTRA PAID LEAVE. Providers who have been employed at PHC between 4-6 years will be awarded up to 40 hours of EXTRA PAID LEAVE. Providers who have been employed at PHC for 7 or more years will be awarded up to 60 hours of EXTRA PAID LEAVE. For full time hires after July 1, a pro-rated amount will be given as follows: hired July-Sept=20 hours, hired Oct-Dec= 15 hours, hired Jan-Mar= 10 hours and hired Apr-Jun= 5 hours.

Part Time: These amounts will be pro-rated for providers who regularly work less than 40 hours a week, as defined by the budgeted hours listed in this contract. For part time hires after July 1, a pro-rated amount will be given as follows: hired July-Sept=100% of the pro-rated amount, Oct-Dec= 75%, Jan-Mar= 50%, Apr-Jun= 25% hours. Extra Leave is a separate bank of leave and is not to be equated with or combined with annual leave as provided by state law.

Procedure: In the pay period that includes July 1 each year, the Provider will accrue Extra Leave as approved by the Executive Director subject to the schedule provided in this Addendum. Extra Leave may not be carried forward to the new fiscal year. Any balance in the Extra Leave Bank as of July 1 will be deleted before new leave is accrued. Banked extra paid leave will not be paid out upon termination of employment. For this contract year, your extra leave bank has **11.25 hours**.