

EMPLOYMENT AGREEMENT

Rebecca Goe

THIS AGREEMENT is made and entered into by and between Missoula County and Rebecca Goe 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.

Rebecca Goe 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 Rebecca Goe (hereafter “Employee”) in the capacity of Director of Innovation. Employee agrees to serve in the capacity of the Director of Innovation on the terms and provisions set forth in this Agreement.
2. Employee Duties. Employee shall be appointed as a regular full-time (1.0 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 Director of Innovation 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 July 1, 2021 through June 30, 2022, 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 ninety (90) days before the expiration of the term specified herein.
4. Compensation of Employee. As complete compensation for the performance of 40 (forty) hours per work week, Employer shall pay to Employee the annual sum provided in Exhibit B. 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.

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. Continuing Education. In addition to any other leave authorized under this Agreement, Employer shall permit Employee to take up to 40 (forty) 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 \$3,000 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.
8. Supervision and Evaluation. Employee shall be subject to the general supervision of the Executive Director in carrying out the performance of the professional services and duties specified herein. The Executive Director shall be responsible for review and evaluation of Employee’s performance on an annual basis.
9. 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 or 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.

- a. By Employee. Employee may at any time terminate the Employment relationship by giving Employer ninety (90) days written notice.

10. 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 their employment and occupation.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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 _____ day of _____, 2021.

Employee:

Becca Goe
FA22FF4CC8953775E9E565481153D15B readySign
Rebecca Goe

Board of County Commissioners:

David Strohmaier, Chair

Josh Slotnick, Commissioner

Juanita Vero, Commissioner

ACCORD:

Partnership Health Center:

Laurie Francis
6986AA3C76D4AEAB884EC4D423B9F0A9 readySign
Laurie Francis
Executive Director

Exhibit A

MISSOULA COUNTY

DIRECTOR OF INNOVATION

1/2020

This position is not subject to the overtime requirements of state and federal wage and hour law, i.e., exempt.

DEFINITION: Performs professional and supervisory duties in the development, implementation and management of Partnership Health Center's (PHC) specialized grant programs and special projects.

EXAMPLES OF DUTIES: (The following are intended to illustrate typical duties; they are not meant to be all inclusive or restrictive.)

ESSENTIAL DUTIES:

Oversees program personnel, including recruiting prospective employees, hiring and supervising program development managers and related support personnel. Coordinates with the impacted departments of new projects on planning, support, and compliance.

Develops program policies, procedures, goals and objectives and updates, as needed. Develops operational plans, paperwork, and reports as necessary. Establishes program parameters and performance standards; serves as the PHC liaison to grantees and contract holders. Works closely with the Director of Quality Improvement to identify the best mechanisms for data creation and collection related to the process and outcome evaluations for special projects/grants to determine rational and financial feasibility for long term execution of the project. Ensures appropriate closure activities if project is limited in time/scope.

In collaboration with the appropriate department heads, administers grants received by PHC that are heavily external facing in the city, county, or region, for example, Ryan White Parts B and C, and FUSE projects. This position may assist in preparing periodic financial and performance reports; ensuring compliance with all applicable rules and regulations; and monitoring project/program progress. Explores opportunities for growing PHC's capacity for health equity action.

Participates in agency-wide strategic planning for new grants and the grant approval process. Explores grant opportunities and other national projects and partners with relevant internal and external department directors to position PHC for competitive applications that support PHC strategic initiatives

Manages programs and explores opportunities for growing PHCs capacity to improve health equity by addressing the social determinants of health.

Represents the program and program personnel before administrators and related health professionals as necessary. Coordinates program efforts with a wide variety of government and private agencies, care providers, and community resources as required.

Manages program fiscal operations and adjusts expenditures and staffing. Participates in sustainability planning for grant, when able, and to ensure appropriate closure activities if project is limited in time/scope. Maintains a current level of knowledge of local, state and federal legislation, funding programs and current best practices in grant program administration. Researches grant opportunities, solicits proposals, oversees positions in the department directly and through delegation and assists in the preparation and submission if needed.

Represents PHC as an expert on assigned grant programs; participates in public forums and serves on community task forces; makes presentations and facilitates meetings; provides education to local officials and community-based organizations. Conducts research and prepares analyses as required.

Participates in the development of a strategic plan and priority work schedules for PHC. Assists with the development and management of the department's budget.

OTHER DUTIES:

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the general direction of the Executive Director.

SUPERVISION EXERCISED: Directly supervises other professional level staff, project employees, volunteers and student interns as assigned.

WORKING RELATIONSHIPS: This position involves intensive interpersonal interaction with a wide range of persons and organizations including elected officials, professionals and community leaders, members of print, radio and television media, interagency committees, service organizations and citizen groups, local, state and federal government offices, for the purpose of planning, coordinating, overseeing and advising on work efforts . This position involves active participation in conferences, and meetings of considerable importance.

PHYSICAL/ENVIRONMENTAL DEMANDS: The work is commonly performed in an office setting. Requires occasional light lifting (up to 20 lbs). Requires occasional out-of-town travel to attend meetings, conferences, and workshops. Schedule may be flexible with meetings or deadlines requiring work before and after normal work hours.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE: Extensive knowledge of standard grant procedures including: proposal development; grant administration and financial reporting; and program evaluation. Extensive knowledge of current best practices in specialized grant programs. Thorough knowledge of program planning and administration, budget preparation, and fiscal accountability practices. Thorough knowledge of English grammar, spelling, and punctuation. Thorough knowledge of

the principles and practices of public administration and records management. Considerable knowledge of local, state and federal grant or loan programs. Considerable knowledge of the principles and practices of personnel supervision.

SKILLS: Skill in the use of personal computer (word-processing, spreadsheet and data base software). Skill in the use of 10 key calculator or financial calculator. Skill in the use of standard office equipment, (ex: FAX, copier).

ABILITIES: Ability to work effectively with groups and to work in a collaborative manner utilizing public input. Ability to conduct research and to gather, analyze and synthesize financial, performance, and demographic data. Ability to develop, interpret, and implement policies and procedures to attain program goals and objectives. Ability to monitor performance and enforce contract compliance. Ability to work independently with a minimum of supervision. Ability to work effectively under pressure and to meet deadlines. Ability to make presentations and to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups. Ability to effectively provide information and guidance in the adoption of policies which support, complement, and fund specialized grant programs.

MINIMUM QUALIFICATIONS:

EDUCATION: Requires a Master's degree in healthcare, public or business administration, or other field demanding excellent writing and analytic skills.

EXPERIENCE: Considerable experience in a human services field or business management; or any combination of experience and training which provides the equivalent scope of knowledge, skills, and abilities necessary to perform the work. Requires three years of full-time work of experience in grants administration. Requires excellent written and oral communications skills and demonstrated skill in public relations. Requires supervisory experience.

DESIRED QUALIFICATIONS:

Experience in technical writing and project management preferred. Thorough knowledge of issues in human services and/or diverse populations.

SPECIAL REQUIREMENT: This position requires immunizations or proof of immunity to certain infectious diseases and a TB test.

Exhibit B
Salary Compensation

Effective July 1, 2021, the Employee's annualized salary is set at \$87,380.80 which is a pay rate of \$42.01 per hour. Employee is budgeted at 1.0 FTE (40 hours per week).

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.