

EMPLOYMENT AGREEMENT
Jenna Buska

THIS AGREEMENT is made and entered into by and between Missoula County and Jenna Buska 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.

Jenna Buska 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 Jenna Buska (hereafter “Employee”) in the capacity of Director of Business Development. Employee agrees to serve in the capacity of the Director of Business Development 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 PHC Director of Business Development 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 April 30, 2023 through June 30, 2025, 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.

In the event that the Employer fails to give ninety (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 Employer gives its notice of intent to not renew ninety (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 forty (40) hours per work week at PHC, the Employer shall pay to the Employee the annual sum provided in Exhibit B, which is incorporated by reference herein. The compensation provided under this section shall be the exclusive amount and scope of compensation for the services and duties to be provided hereunder, including but not limited to all time worked under regular hours.

Employer shall make payment to the Employee every other week in accordance with Employer's regular payroll cycle. 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. 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 MCHRP, the MCHRP shall govern.
7. Supervision and Evaluation. Employee shall be subject to the general supervision of the Chief Executive Officer in carrying out the performance of the professional services and duties specified herein. The Chief Executive Officer shall be responsible for review and evaluation of Employee's performance on an annual basis.
8. Termination of Agreement. This Agreement is for a specific term. However, this Agreement may be terminated prior to the end of the term as follows:
 - a. Probationary Period: When applicable, the first six (6) months of the initial contract is a probationary period used to determine if the employee should be retained beyond the probationary period and attain regular status. If the employee takes a leave of absence during the probationary period, the period of absence will not count toward the six-month probationary period. The employer may terminate the employment relationship with the Employee during the probationary period for any reason. When a probationary employee is terminated, a written notice will be provided to the employee. Probationary employees shall not have access to Missoula County grievance procedures.
 - b. 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 Exhibit B, for the remainder of the contract, as well as to pay the standard Employer contribution for group insurance benefits during this time period.


- c. By Employee. Employee may at any time terminate the Employment relationship by giving Employer ninety (90) days 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 her 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.
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 12 day of April, 2023.

Employee:


Jenna Buska DADCB084FF233D readysign

Board of County Commissioners:

Juanita Vero, Chair

Josh Slotnick, Commissioner

David Strohmaier, Commissioner

ACCORD:

Partnership Health Center:



Lara Salazar 106B29E85E038DF770190BF2CFE66505B readysign
Chief Executive Officer

Exhibit A

MISSOULA COUNTY

DIRECTOR OF BUSINESS DEVELOPMENT

02/2023

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

DEFINITION: Performs duties to exercise the oversight of new business case analysis, major project management and implementation, and space and facilities management for Partnership Health Center (PHC). Responsible for developing and implementing a framework for analyzing and prioritizing all new growth and major project opportunities at PHC.

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

ESSENTIAL DUTIES:

Responsible for the development of processes and systems for analyzing new business and growth opportunities that align with PHC's strategic plan. Works with stakeholders to provide comprehensive business cases for PHC's leadership team to review for decision.

Oversees project management initiatives and provides resources and support to ensure coordinated implementation. Proactively identifies and manages risks, issues, and cross-project dependencies.

Creates and manages the Project Charter, Pro Forma, Project Plan, Education and Communication Plan for each project and communicates clear project scopes to stakeholders.

Identifies needs and manages delivery of high quality, professional deliverables. Coordinate business owners, partners, and team member's relationships to accomplish project planning and shared goals and timelines. Monitor and report on project activities and reporting on statuses within published timelines.

Ensures project management approach supports manageable work efforts for team members, tailored to the goals and timeline of each project. Facilitate the creation of toolkits to support field-based implementations. Coach team members and assist with the clarification of task assignments, milestones, and deliverables.

Supervises facilities and maintenance staff for the purpose of providing a safe, clean, efficient and comfortable environment for staff and patients. Collaborates with stake holders to achieve short and long term space priorities set by PHC. Develops and reviews budgets for facilities and space. Leads PHC Space Committee and related space planning and improvement efforts. Provides project management for moving staff, departments, and clinical service delivery areas. Serves as the PHC liaison with Missoula County Facilities Management and vendors. Responds to complaints and resolves problems.

Serves on the PHC Leadership team and participates in strategic planning. Assists in establishing organizational goals, policies, and operating procedures. Appropriately participates in the development and implementation of new programs. Supports organizational culture in cultivating PHC as an employer of choice, and transparency of information in areas of focus. Assists with the development of organizational performance metrics.

Serves on PHC's emergency preparedness program to meet federal requirements, in collaboration with Missoula City-County Health Department, Missoula County Office of Emergency Management, and community partners.

Oversees and facilitates all building repairs, renovations, and design of new spaces including managing contractors, leases, and contracts. Reviews all facilities plans, contracts, budgets, and deliverables while keeping Chief Executive Officer and Chief Financial Officer apprised of progress.

OTHER DUTIES:

Performs other related work as required or directed.

SUPERVISION RECEIVED: Works under the general direction of the Chief Executive Officer.

SUPERVISION EXERCISED: Supervises facilities staff, project management staff, and provides oversight to project teams.

WORKING RELATIONSHIPS: Has numerous contacts with PHC personnel at all levels. Requires frequent contacts with all PHC directors, managers, supervisors and staff. Has frequent contact with the PHC leadership team, FMRWM staff, partner organizations, and Missoula County department heads assigned to selected projects. Has contact with city and state agencies, construction and architecture/engineering firms, commercial real estate agents, technical consultants, utility representatives, landlords, vendors, and suppliers. Contacts are on specialized matters for the purpose of planning, coordinating, and advising on work efforts, sharing information, and resolving operating problems.

PHYSICAL/ENVIRONMENTAL DEMANDS: The employee commonly remains in an office setting and the work requires light physical activity with occasional medium to heavy lifting (50 lbs) and movement of carts. Requires occasional stooping, bending and climbing of ladders.

KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE: Knowledge of project management strategies, tools and systems. Understanding of Lean Six Sigma performance improvement tools and facilitative management strategy. Knowledge of PCMH, UDS and other health center related requirements and initiatives. Basic understanding of data analysis, statistics, graphical analysis and pro-forma functionality & design. General understanding of healthcare procedures, quality measures, and facility efficiency & maintenance. Knowledge in budget creation and management. Working knowledge of the principles and practices of HIPAA compliance. Working knowledge of the PHC Corporate Compliance Guidelines.

SKILLS: Skill in the use of personal computers and Microsoft Office software (Word, Excel, Outlook), electronic medical records, internet resources, and project management software. Must be able to assume a wide range of responsibilities, to work with staff who vary in their work styles, and to work under pressure. Strong communication skills required. Treats others with courtesy and respect in all interactions. Excellent analytical skills, problem solving aptitude, relational skills.

ABILITIES: Ability to maintain responsive approach toward the needs of the organization and its employees and clients. Ability to understand PHC business objectives and to identify project plans and timelines that support stakeholder and organizational goals. Ability to analyze complex problems (both systemic and interpersonal) and work cooperatively with others to solve those problems. Willingness to work irregular/extra hours, evenings, weekends, and travel as necessary. Ability to provide timely response to requests and deadlines. Ability to read, analyze and interpret complex documents. Ability to exercise sound judgment in analyzing, evaluating, and solving problems. Ability to receive, process, and provide visual, verbal, and written information. Ability to organize and prioritize work and to handle multiple priorities. Ability to communicate effectively in the English language, orally and in writing and to make effective public presentations. Ability to respond effectively to sensitive inquiries and complaints. Ability to prepare and present technical information to management, staff and project teams, public groups, or the PHC board of directors so that it is understood. Ability to establish and

maintain effective working relationships with diverse individuals and groups. Ability to facilitate team work and to supervise employees. Ability to adhere to Missoula County policies and federal Community Health Center regulations, rules, policies and expectations. Requires ability to operate motor vehicles.

MINIMUM QUALIFICATIONS:

EDUCATION: Bachelor's degree required. Degrees in a field such as Business, Engineering or Public Health would be most appropriate. Project Management Professional (PMP) Certification required. Lean Six Sigma Certification desired.

EXPERIENCE: Requires five years of demonstrated major project management and implementation experience. Requires two years of supervisory experience.

SPECIAL REQUIREMENTS: Requires ability to pass criminal history. Requires immunizations or proof of immunity to certain infectious diseases and a TB test.

Exhibit B
Salary Compensation

Effective April 30, 2023, the Employee's rate of pay is \$38.42 per hour. Employee is budgeted at 1.0 FTE (40 hours per week).

Employee will receive a one-time Signing Thank You in the amount of \$2,416 to be paid on the Employee's first paycheck, subject to payroll tax requirements.

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 forty (40) hours in a work week be compensated.

Continuing Education. In addition to any other leave authorized under this Agreement, Employer shall permit Employee to take up to forty (40) 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 \$1,500 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.