

EMPLOYMENT AGREEMENT
Joseph Byington, DMD

THIS AGREEMENT is made and entered into by and between Missoula County and Joseph Byington, DMD 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.

Joseph Byington, DMD 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 Joseph Byington, DMD (hereafter “Employee”) in the capacity of Dentist. Employee agrees to serve in the capacity of Dentist on the terms and provisions set forth in this Agreement
2. Employee Duties. Employee shall be appointed as a part-time, intermittent scheduled employee except that Employee shall have a termination date as specified herein and compensation shall be as specified herein. Employee shall provide for as described in Dentist, attached hereto as Exhibit A and incorporated herein by reference. Exhibit A is intended as a representative example of duties that is not all-inclusive and may be modified from time to time upon written agreement of the parties.
3. Term. The term of this agreement is from July 1, 2021 to June 30, 2022, unless sooner terminated pursuant to Section 10 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 the Agreement, that party shall give written notice to the other party at least 90 (ninety) days before the end of the term provided 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 for hours worked per work week and PHC shared in-clinic, part-time intermittent scheduled services and duties specified herein, OR other duties the Employer shall pay to the Employee in accordance with 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 clinical hours.

Employer shall make payment to the Employee every other week in accordance with Employer's regular payroll cycle.

5. Performance Standards and Supervision. PHC Principles of Practice, as existing and as they may be amended in the future, are incorporated herein by reference. Employee shall perform all professional services under this agreement in accordance with the Principles of Practice, applicable standards of care and any other professional standards applicable to Employee's profession and practice. The PHC Dental Director shall be responsible for evaluating the performance of Employee annually.
6. Malpractice Insurance Coverage. PHC is a federally qualified health care center and its employees are deemed to be federal employees qualified for protection under the Federal Tort Claims Act for medical malpractice claims while acting within the scope of their employment. In the event that the PHC is deemed not eligible for coverage under the Federal Tort Claims Act, Missoula County shall provide professional liability coverage and defense regarding any legal action arising from services provided under the terms of this Agreement, in accordance with Title 2, Chapter 9, Parts 1 through 3, Montana Code Annotated.
7. Application of County Policy and Benefits. The Missoula County Human Resources Policy (hereafter "MCHRP") is incorporated herein by reference. Employee is subject to the policies contained in the MCHRP. Employee is eligible for those rights, privileges and benefits provided in the MCHRP, except as provided otherwise herein. Employee shall be entitled to benefits provided for part-time employees in MCHRP. In the event of a conflict between this Agreement and MCHRP, this Agreement shall govern.
8. 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.
9. Licensing, Privileging and Credentialing Requirements. As an express condition of the Agreement, at all times during the term of this Agreement and any renewal or extensions thereof, Employee shall continually maintain licensure to practice in the State of Montana, and PHC Board approval of all privileging and credentialing information.
10. 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. 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 hourly rate, 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.

11. 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.

12. 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 their time, attention, knowledge and skills solely to the interests of PHC and shall not use their 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.

PHC recognizes Employee may provide dental services in a setting or practice that is not associated in any way with PHC. Employee agrees to perform all duties and obligations associated with providing such medical services during Employee's time off and ensure performance of these duties and obligations will not affect Employee's job performance at PHC. Employee agrees to maintain malpractice insurance coverage as long as Employee provides medical services in a setting or practice other than PHC.

13. 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.

14. 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.

15. 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.
16. 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:

Joe Byington

837297B947EECC4E5CE51E6ED01D9B3A readysign

Joseph Byington, DMD

Board of County Commissioners:

David Strohmaier, Chair

Josh Slotnick, Commissioner

Juanita Vero, Commissioner

ACCORD:

Partnership Health Center:

Laurie Francis

6986AA3C7604AE68B46C4D423B9E0A9 readysign

Laurie Francis
Executive Director

Exhibit A

COUNTY OF MISSOULA

DENTIST- PARTNERSHIP HEALTH CENTER

8/2017

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

DEFINITION: Provides comprehensive and emergency dental care for Partnership Health Center patients, including at satellite dental clinic locations; assures quality dental services; represents Partnership Health Center to the Missoula Dental community. Provides basic and emergency dental care for Missoula County Detention Facility inmates as required.

EXAMPLE OF DUTIES:

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

ESSENTIAL DUTIES:

Provides dental services including dental screenings, preventative education, diagnosis, and basic restorative dentistry, oral surgery, endodontics, prosthodontics, and emergency care. Assures appropriate referrals for patients.

Maintains appropriate dental records of patient visits.

Adheres to all standards and requirements pertaining to HIPAA and JCAHO and PHC peer review process.

Participates in training of volunteers and staff for dental clinic.

Participates in Partnership Health Center staff meetings and clinic meetings and serve as a leadership model for other staff regarding Partnership Health Center's mission and philosophy.

Maintains record keeping and reports.

OTHER DUTIES:

May attend Partnership Health Center Board meetings on an as needed basis.

Performs related work as required or directed.

SUPERVISION RECEIVED:

Under the general administrative direction of the PHC Executive Director and the general dental supervision of the PHC Dental Director.

SUPERVISION EXERCISED:

At the direction of the Lead Dentist, may temporarily be assigned to supervise dental personnel as needed.

WORKING RELATIONSHIPS:

Works with the public seeking dental care; works closely with PHC and community health care providers, dental volunteers, all PHC staff and other Health Department employees.

PHYSICAL/ENVIRONMENTAL DEMANDS:

The employee may risk exposure to biohazards (including blood and disinfectant chemicals) and communicable diseases. Work is performed walking or standing much of the time. Requires ability to work in physically restricted area with a high patient flow. Work at the Detention Facility requires working with potentially dangerous inmates and a stressful work environment.

REQUIRED KNOWLEDGE, SKILLS & ABILITIES:

KNOWLEDGE: Extensive knowledge of current dental best practices, dental quality assurance systems, and JCAHO requirements for dental clinics. Working knowledge of the principles and practices of HIPAA compliance. Working knowledge of the PHC Corporate Compliance Guidelines.

SKILLS: Skill in diagnosis and treatment of dental problems. Skill in endodontics, surgical extractions, and making dentures.

ABILITIES: Ability to support Partnership Health Center's mission and provide culturally sensitive care. Ability to develop and maintain good working relationships with the Missoula Dental community. Ability to work individually and as a team in a growing program. Ability to communicate in the English language orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

MINIMUM QUALIFICATIONS:

Education: Requires degree of D.D.S. or D.M.D. from an accredited dental school and current license to practice dentistry in the state of Montana from the Montana Board of Dentistry with no history of licensure suspension or disciplinary action. Must be eligible for malpractice/liability coverage.

Exhibit B
Compensation

Effective July 1, 2021, the Employee's rate of pay is \$75.95 per hour.

Employee will be paid as a part-time intermittently scheduled employee. Employee is not guaranteed any number of hours in each work week, but employee will be regularly scheduled for no more than 40 hours in any week. Written approval from the Executive Director will be required prior to working more than 40 hours in a week.

Should the employee be offered a regular part-time or full-time permanent position with associated benefits, the hourly rate will be adjusted to be in line with PHC's current staff and pay.