

**EMPLOYMENT AGREEMENT**  
**JoDean Nicolette, MD**

THIS AGREEMENT is made and entered into by and between Missoula County and JoDean Nicolette, MD 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.

JoDean Nicolette, MD 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 JoDean Nicolette, MD (hereafter "Employee") in the capacity of Physician. Employee agrees to serve in the capacity of Physician 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 the Physician job description, 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, 2023 through June 30, 2024, 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 ninety (90) days before the end of the term provided herein.

In the event that the County 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 County 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 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 and Corporate Compliance Plan, 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 Medical 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 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 I 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 full 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 Employment. 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 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 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.
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 his 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 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.

PHC recognizes Employee may provide medical 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 30 day of June, 2023.

**Employee:**

*JoDean Nicolette*

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readysign

JoDean Nicolette, MD

**Board of County Commissioners:**

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Josh Slotnick, Chair

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Juanita Vero, Commissioner

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David Strohmaier, Commissioner

**ACCORD:**

**Partnership Health Center:**

*Lara Salazar*

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readysign

Lara Salazar  
Chief Executive Officer

**Exhibit A**  
**Partnership Health Center**  
**(PHC) PHYSICIAN POSITION DESCRIPTION**

**DEFINITION:** Serves as a physician member of the Partnership Health Center primary care staff, which includes mid-level practitioners and volunteer physicians.

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

**ESSENTIAL DUTIES:** Provides primary medical care, including assessment diagnosis and treatment of patients, and maintains medical records of patient visits using adopted format.

Addresses preventive health and public health issues as appropriate.

Assures appropriate referrals and/or hospitalization with hospitalists as indicated for patients. Participates in after-hours call system for PHC patients in cooperative fashion with other PHC providers.

Participates in quality assurance activities including chart review, CQI team participation and other activities as assigned by the Medical Director.

Participates in PHC staff meetings and clinic meetings, and serves as a leadership model for other staff regarding commitment to PHC's mission and philosophy.

Establishes, reviews and maintains clinical policies and principles to assure the quality of medical care provided to patients.

**OTHER DUTIES:** Contributes to PHC's annual health care plan and goals and objectives.

Contributes to policies and protocols for mid-level practitioners; assists in supervising mid-level providers in the PHC clinic.

Serves as liaison between PHC and the medical community. Performs related work as required or directed.

**SUPERVISION RECEIVED:** Under the general administrative direction of the PHC Chief Executive Officer and the general medical supervision of the PHC Medical Director.

**PHYSICAL/ENVIRONMENTAL DEMANDS:** Requires bending and lifting in the medium range (20 to 40 pounds). Involves a high risk of exposure to blood borne pathogens.

## **REQUIRED KNOWLEDGE, SKILLS & ABILITIES:**

**KNOWLEDGE:** Considerable knowledge of the practice of primary care medicine including preventive medicine.

**SKILLS:** Skill in diagnosis and treatment including use and interpretation of diagnostic tests, current medications and therapies.

**ABILITIES:** Ability to work with a multi-disciplinary team in an evolving program. Ability to support PHC's mission and provide culturally sensitive care. Ability to develop and maintain effective working relationships with diverse individuals and groups, the Missoula medical community, staff, clients and the public. Ability to communicate effectively in the English language, orally and in writing. Ability to assist in developing, and practice in accordance with, protocols approved by the PHC Chief Executive Officer, Medical Director and Board of Directors

## **MINIMUM QUALIFICATIONS:**

**EDUCATION:** Requires the degree of Medical Doctor from an accredited medical school; Board certified, board-eligible or residency trained; family practice is required.

**SPECIAL REQUIREMENTS:** Holds or will hold a current license to practice medicine in the State of Montana with full prescriptive authority with no history of licensure suspension or disciplinary action. Eligible for malpractice/liability coverage

**Exhibit B**  
**Salary & Compensation**

Effective July 1, 2023, the Employee's rate of pay is \$107.19 per hour. Employee is part-time intermittently scheduled.

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 forty (40) hours in any week. Written approval from the Chief Executive Officer will be required prior to working more than forty (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.