

**EMPLOYMENT AGREEMENT**  
**Danielle Chapin, PA-C**

THIS AGREEMENT is made and entered into by and between Missoula County and Danielle Chapin, PA-C 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.

Danielle Chapin, PA-C 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 Danielle Chapin, PA-C (hereafter “Employee”) in the capacity of Physician Assistant. Employee agrees to serve in the capacity of Physician Assistant on the terms and provisions set forth in this Agreement
2. Employee Duties. Employee shall be appointed as a regular 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 for as described in the Advanced Practice Provider 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 – June 30, 2024, unless sooner terminated pursuant to Section 11 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 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. 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. Employer shall not provide compensatory time to Employee. Employee shall not accrue compensatory time and Employee is not eligible for payment for accrued compensatory time upon termination.

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 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 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 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 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) 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.

- 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 26 day of June, 2023.

**Employee:**

*Danielle Chapin*

06F81C092EDFD715B44B7405450ADC89 readySign  
 Danielle Chapin, PA-C

**Board of County Commissioners:**

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 Josh Slotnick, Chair

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 Juanita Vero, Commissioner

\_\_\_\_\_  
 David Strohmaier, Commissioner

**ACCORD:**

**Partnership Health Center:**

*Lara Salazar*  
06B29E6EFD3BDF77018DBF2CFE66505B readySign  
 Lara Salazar  
 Chief Executive Officer

**Exhibit A**

**MISSOULA COUNTY**

**ADVANCED PRACTICE PROVIDER**

1/2022

This position has been determined to be EXEMPT and not subject to the overtime provisions of the Fair Labor Standards Act and Montana Wage and Hour law.

**DEFINITION:** Provide primary health care at Partnership Health Center (PHC) as an advanced practice provider (APP), nurse practitioner or certified physician assistant, using the full scope of your training and as defined by the supervisor.

**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 care to patients as an independent practitioner.

Performs medical history and conducts physical and psychosocial examinations

Formulates diagnosis and prescribes treatment including writing prescriptions for medications.

Performs minor clinical procedures.

Reviews lab results and provides follow-up as necessary.

Completes patients' medical charts accurately using standard SOAP format and in a timely manner, and maintains related records in accordance with departmental policies.

Communicates by phone and in writing with patients and health care professionals to provide follow-up on recommended treatment.

May counsel patients or make referrals to other health care or social service programs in the community.

Participates in quality assurance reviews and in patient chart audits with the medical director.

Maintains expertise and certification in field of practice, including completion of required hours of CME (Continuing Medical Education.)

Attends department staff meetings weekly.

Participates in orientation and guidance of new team members and supervision of students.

OTHER DUTIES:

Performs related work as required or directed.

SUPERVISION RECEIVED: Works under the direction of the Partnership Health Center Medical Director, CMO and if a PA the designated physician mentor.

SUPERVISION EXERCISED: No direct supervision exercised. May supervise students during rotations.

WORKING RELATIONSHIPS: Has numerous contacts with the general public, PHC clinic staff, other Health Department employees and professionals in the allied health fields. Acts as an expert in a professional field to inform people of their health status and problems and to influence patients to comply with health care recommendations.

PHYSICAL/ENVIRONMENTAL DEMANDS: Works primarily in the clinic setting. Requires occasional physical exertion such as bending, lifting (30 lbs.), standing and walking. Involves exposure to biomedical hazards including blood borne pathogens and communicable diseases.

REQUIRED KNOWLEDGE AND ABILITIES:

KNOWLEDGE: Considerable knowledge in the field of primary health care including diagnosis, treatment and pharmacology. Considerable knowledge of the field of public health including: wellness and prevention; dealing with communicable disease and appropriate referral procedures. Working knowledge of community health care and social service resources. Working knowledge of the principles and practices of HIPAA compliance. Working knowledge of the PHC Corporate Compliance Guidelines. Basic knowledge of the principles and practices of clinical assessments and health care management.

SKILLS: Skill in basic lab procedures and interpreting lab results; skill in clinical examination procedures, charting and the use of related instruments and equipment.

ABILITIES: Ability to respond in a sensitive manner to the needs and concerns of people from a broad range of socio-cultural backgrounds. Ability to work independently with a minimum of supervision. Ability to communicate effectively in the English language, orally and in writing. Ability to establish and maintain effective working relationships with diverse individuals and groups.

MINIMUM QUALIFICATIONS:

EDUCATION:

PA: Requires a certificate of completion from a recognized Physician Assistant program. APRN: Requires a baccalaureate degree in nursing. Requires completion of a recognized/accredited course for nurse practitioner. Requires working in the nursing field for greater than 2 years before applying for and or attending an accredited APRN program.

Requires a current license, APRN or PA, to practice in Montana, or eligibility for an appropriate Montana medical license and willingness to relocate.

**EXPERIENCE:**

Requires two years of primary care experience. Two years of other compatible clinical experience may be considered, ex. ER or Urgent Care. Strong preference for applicants that have participated in an in person educational process.

**SPECIAL REQUIREMENTS:** Requires immunizations or proof of immunity to certain infectious diseases and a TB test.

*Danielle Chapin*

**06/26/2023**

Signature of Employee

Date

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readysign

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

Effective July 1, 2023, the Employee's rate of pay is \$60.10 per hour. Employee is budgeted at 0.75 FTE (30 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 forty (40) hours in a work week be compensated.

The employee also agrees to work with the employer on a physician incentive plan to include quality, peer review and productivity standards.

Continuing Education. In addition to any other leave authorized under this Agreement, Employer shall permit Employee to take up to thirty (30) hours of paid leave each contract year of this Agreement for the purpose of attending or obtaining continuing medical education. A continuing education stipend of \$4,375 will be paid to the employee for the purpose of Continuing Education. The amount will be paid on the first pay period of the entities fiscal year, and is taxable. The Employee is responsible for maintaining licensure, verified by the credentialing process. 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 shall not be carried over into the next contract year. The employee will not be eligible for other education benefits offered by the employer.



**Exhibit C**

Additionally, Employer shall also pay the Employee's costs as follows:

1. Montana State Physician Assistant License
2. American Academy of Physician Assistants
3. Advanced Cardiac Life Support (ACLS) Certification
4. Pediatric Advanced Life Support (PALS) Certification
5. NCCPA Recertification

**Addendum D UPDATED:**

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

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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 Chief Executive Officer, 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>	< 1 yr				1-3 yrs	4-6 yrs	> 7 yrs
	July-Sept	Oct-Dec	Jan-Mar	April-June			
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 Chief Executive Officer 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 **45 hours**.