

INTERIM MANAGEMENT SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Cascade County and Community Health Care Center, Inc., doing business as Alluvion Health, a 501(c)(3) non-profit corporation (EIN #35-2631980), located at 601 1st Street North, Great Falls, MT 59401 on the terms and provisions set forth below.

RECITALS

Cascade County supports the operations of the Cascade City County Health Department (CCHD) in accordance with Title 50 of the Montana Code Annotated (MCA), including the employment of a local Health Officer.

Community Health Care Center, Inc, doing business as Alluvion Health, has specialized training, experience, education and skills and is willing to make such expertise available to Cascade County through Ms. Trista Besich ("Besich"), its Authorized Agent.

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. Contractor. Cascade County (hereafter "County") hereby contracts with Community Health Care Center, Inc., doing business as Alluvion Health (hereafter "Contractor") to provide the services of Interim Health Officer. Contractor agrees to make available Tanya Houston to provide the services of the Interim Health Officer based on the terms and provisions set forth in this Agreement and that Alluvion Health will, through Trista Besich as CEO, otherwise delegate and manage other administrative duties.
2. Contractor Duties. Contractor shall provide services on-site at the CCHD located at 115 4th Street South, Great Falls, Montana on a full-time basis for the duration of the Agreement. Contractor shall provide services for County as described in the Interim Health Officer 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. Contractor shall perform all professional services under this Agreement in accordance with the professional standards applicable to the Contractor occupation.
3. Term. The term of this Agreement commences upon **March 1st, 2019**, and expires on **August 31st, 2019**, unless sooner terminated pursuant to Section 7 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 fourteen (14) days before the expiration of the term specified herein.
4. Consideration. As complete remuneration for the performance of the contractor duties, County shall pay to Contractor the sum of **\$3,500** monthly. Contractor and its Authorized Agent are not employees of County for purposes of federal and state wage and hour laws and

the similar and supplementary employment policies of County. Neither Contractor nor its Authorized Agent are entitled to overtime pay under state and federal wage and hour laws, the similar and supplementary employment policies of County or under the terms of this Agreement, nor shall Contractor or its Authorized Agent be eligible for or shall accrue compensatory time in accordance with Cascade County Policy for exempt employees.

5. County and CCHD Policies. Contractor and its Authorized Agent are subject to policies and procedures of County and CCHD. In the event of a conflict between this Agreement and County or CCHD policies, this Agreement shall govern.
6. Supervision and Evaluation. Contractor and its Authorized Agent shall be subject to the general supervision of the Cascade County Board of County Commissioners in carrying out the performance of the professional services and duties specified herein. The Cascade County Board of County Commissioners shall be responsible for review and evaluation of Contractor's performance on a regular basis.
7. Termination. This Agreement is for a specific term. However, this Agreement may be terminated prior to the end of the term by either party giving the other party fourteen (14) days written notice. In the event of termination, both parties reserve the right to pursue all legal and equitable remedies available under Montana law.
8. Compliance with Civil Rights Laws and Other Laws and Regulations. Contractor shall not discriminate in any manner against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. Contractor shall comply with all federal, state and local laws, rules and regulations applicable to his employment and occupation.
9. Professional and Ethical Responsibilities. Contractor shall at all times observe and comply with all ethical and professional standards and other affirmative obligations imposed by law or regulation. Although not an employee of County, Contractor shall nonetheless adhere to the Standards of Conduct enumerated in Title 2, Chapter 2 of the Montana Code Annotated. Contractor shall devote its time, attention, knowledge and skills solely to the interests of County and CCHD during the service under this Agreement and shall not use its service under this Agreement for personal gain, either directly or indirectly. Contractor 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 the privacy laws and rules. County and CCHD recognize Contractor maintains other employment that is not associated in any way with County or CCHD. Contractor agrees to perform all duties and obligations associated with its other employment while Contractor is not performing services under this Agreement and Contractor represents that performance of these duties and obligations will not affect Contractor's performance at CCHD.