

CONTRACT FOR MEDICAL PROFESSIONAL SERVICES OF DOCTOR RAYMOND A. GEYER

THIS AGREEMENT is made and entered into by and between Cascade County (“County”) and the Great Falls Clinic (“Clinic”), whose address is 1400 29th Street South, 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).

Dr. Raymond A. Geyer (“Geyer”) is a duly licensed and certified Medical Doctor in good standing in the State of Montana employed by the Clinic and Geyer and the Clinic are willing to make Geyer’s services available to Cascade County.

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 hereby contracts with Clinic for the services of Geyer. Geyer agrees to provide such services based on the terms and provisions set forth in this Agreement.
2. Duties. Geyer shall act as and provide professional medical and incidental services, on an as needed basis, to patients of County at the City-County Health Department (CCHD). Specifically, Geyer shall provide medical services to the CCHD’s communicable disease program to include:
 - a. Providing necessary medical orders for all immunizations/screening procedures;
 - b. Providing medical direction to communicable disease investigations and follow-up activities;
 - c. Providing medical determinations on immunization administration when client circumstances depart from the routine;

Such duties may at times require Geyer to be on-site at the CCHD located at 115 4th Street South, Great Falls, Montana on an as needed basis for the duration of the Agreement. Geyer shall perform all professional services under this Agreement in accordance with the professional standards applicable to the occupation of a Medical Doctor licensed in Montana.

3. Term. The term of this Agreement is for one year, which commences upon September 18, 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.

4. Consideration. As complete remuneration for the performance Geyer, County shall pay to Clinic the sum of **\$100.00 per hour**. Neither Clinic nor Geyer are employees of County for purposes of federal and state wage and hour laws and the similar and supplementary employment policies of County. Neither Clinic nor Geyer 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 Clinic or Geyer be eligible for accrual of sick leave, vacation, or compensatory time in accordance with Cascade County Policy. Additionally, neither Clinic nor Young shall not be eligible for Public Employees Retirement System (PERS).
5. Independent Contractors. The County and the Clinic/Geyer are independent contractors. Nothing in this agreement shall be construed to create an agency, partnership, joint venture, or employee relationship between County and the Clinic/Geyer. County and the Clinic/Geyer, by virtue of this agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of each other.
6. County and CCHD Policies. Clinic and Geyer are subject to policies and procedures of County and CCHD. In the event of a conflict between this Agreement, County and CCHD policies, this Agreement shall govern.
7. Termination. Clinic and Geyer acknowledge that the duties set forth herein to be provided under this Agreement are provided to County on an “as needed” or “on call” basis and consequently, no set hours can be established herein. The foregoing notwithstanding, this Agreement may be terminated without cause prior to the end of the term by either party giving the other party fourteen (14) days written notice.
8. Compliance with Civil Rights Laws and Other Laws and Regulations. Neither Clinic nor Geyer shall discriminate in any manner against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, marital status, physical or mental handicap, national origin or ancestry. Clinic and Geyer shall comply with all federal, state and local laws, rules and regulations applicable to her employment and occupation.
9. Professional and Ethical Responsibilities. Geyer 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, Geyer shall nonetheless adhere to the Standards of Conduct enumerated in Title 2, Chapter 2 of the Montana Code Annotated. Geyer shall devote time, attention, knowledge and skills solely to the interests of County and CCHD during the service under this Agreement and shall not use his service under this Agreement for personal gain, either directly or indirectly. Geyer 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 HIPAA and other the privacy laws and rules. County and CCHD recognize Geyer maintains other employment that is not associated in any way with County or CCHD.

Geyer agrees to perform all duties and obligations associated with his other employment while not performing services under this Agreement and Geyer represents that performance of these duties and obligations will not affect Geyer in the performance of this Agreement.

10. Patient Privacy and Confidentiality. Geyer shall keep and maintain strict confidentiality with respect to all matters pertaining to CCHD patients which may be disclosed to Geyer in the course and scope of his duties hereunder. Geyer understands the importance of patient privacy and that unauthorized disclosure of patient information can place Cascade County, CCHD, and Geyer in jeopardy and in violation of federal and state laws, rules and regulations. Geyer will not disclose or in any way disseminate any confidential information without the written consent of County or an order from a court of competent jurisdiction. Confidential information includes any information in whatever form regarding patient or patient outcome information.
11. Malpractice Insurance and Records. Clinic shall provide proof of malpractice insurance coverages, with limits of \$1,000,000 per claim, which shall be maintained for the duration of this Agreement. All records and billings generated by work of Geyer while performing services hereunder shall belong exclusively to and are the property of the County.
12. Indemnification. Clinic agrees to indemnify, protect, defend, and hold harmless the County and CCHD and their agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of Geyer, and all other agents, employees, representatives, assigns, and subcontractors of Geyer under this Agreement. In addition, County agrees to indemnify, protect, defend, and hold harmless Clinic and Geyer, their agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of County and all other agents, employees, representatives, assigns, and subcontractors of County under this Agreement.
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. The terms and provisions of this Agreement shall not be modified or amended except by a written agreement signed by both parties.
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 Cascade 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 Eighth Judicial District Court, Cascade County.
17. Waiver. Failure of either party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of such party to thereafter enforce each and every provision of the Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other subsequent breach of any provision of this Agreement.
18. Time of the Essence. Time shall be of the essence in this Agreement. Any forbearance by the parties in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.
19. Mutual Assent. The parties hereto mutually assent to the terms of this Agreement and have signed this Agreement on the day and year set forth below.

DATED this ____ day of _____, 2019.

GREAT FALLS CLINIC

By: _____

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

Jim Larson, Commissioner

Jane Weber, Commissioner

Attest

Rina Fontana Moore,
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.