

Memorandum of Agreement Between the City of Valdez, Alaska and Providence Valdez Medical Center

This Memorandum of Agreement (“MOA”) is made effective the ___ day of _____, 20__ and entered into by and between the City of Valdez (“City”) and Providence Health and Services–Washington, doing business as Providence Valdez Medical Center (“Hospital”).

WHEREAS, the provision of reliable high-quality medical services is of great importance to the health and wellbeing of the City’s citizens;

WHEREAS, the City has determined that an insufficient number of physicians presently serve the community and the high turnover rate of physicians practicing within the City is detrimental to the health and wellbeing of the City’s citizens;

WHEREAS, the City has enacted by a resolution a Physician Recruitment and Retention Program (“Program”) in order to recruit and retain highly capable physicians to practice in the City;

WHEREAS, the Program will provide up to Sixty Thousand Dollars (\$60,000) annually to any qualifying physician practicing medicine on a full-time basis within the City, subject to City Council approval;

WHEREAS, the Program provides benefits to the Hospital by allowing the Hospital to recruit and retain physicians;

WHEREAS, the Hospital employs physicians that benefit from the Program and possesses information necessary for the successful administration of the Program; and

WHEREAS, the purpose of this MOA is to ensure that the Hospital and the City will work cooperatively to ensure the success of the Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Hospital agree as follows:

1. Hospital agrees to provide quarterly reports to the City containing the number of hours each employed physician worked during the preceding quarter and certifying that the physician practiced as a full-time physician during the preceding quarter.

2. Hospital agrees to provide the City a copy of any agreement with physician.

3. Hospital agrees that no aspect of physician's compensation or benefits, including bonuses customarily offered to physicians upon signing an employment agreement to practice medicine within the City that would otherwise be provided to physician by the Hospital, will be reduced in any way as a result of physician's receipt of compensation under this MOA.

4. Hospital will not require the physician to enter into an agreement with a provision not to compete with the Hospital as a condition of employment.

5. Hospital agrees not to require physician to pay or transfer any amount of the compensation contemplated under this MOA to the Hospital or any third party.

6. Hospital agrees that physicians employed by other healthcare providers within the City shall provide coverage at Providence Valdez Medical Center within the scope of the physicians' hospital privileges and for services upon terms agreed upon between the physicians and the Hospital.

7. The City and the Hospital agree to exercise good faith in upholding the intent of this MOA.

8. The City and the Hospital shall hold the other harmless from any liability that may arise from performance under this MOA.

9. The term of this MOA shall be for five (5) years beginning on the date first-above written with an option, upon consent of both parties, to extend the MOA for one (1) additional five (5)-year term.

10. Notice under this MOA shall be given in writing and may be hand delivered, sent by U.S. Mail, or faxed as follows:

If to Hospital:

Providence Valdez Medical Center
P.O. Box 550
Valdez, Alaska 99686
ATTN: Administrator

If to City:

City of Valdez
P.O. Box 307
Valdez, Alaska 99686
ATTN: City Manager

A party may change the address to which or official to whom notice is to be given by giving notice of such change to the other party.

11. This MOA shall be governed by, interpreted, and enforced in accordance with the laws of the State of Alaska and the laws of the United States,

as applicable. The venue for all litigation arising out of or relating to this MOA shall be in Valdez, Alaska. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Alaska and waive any defense of *forum non conveniens*.

12. In the event any provision of this MOA is held to be unenforceable or invalid for any reason, this MOA shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

13. No modification, amendment, or waiver of any of the provisions of this MOA shall be effective, unless in writing specifically referring hereto, and authorized by both parties.

14. The City is entitled to receive actual reasonable attorneys' fees and other expenses incurred by the City by reason of the breach of this MOA by the Hospital.

IN WITNESS THEREOF, the Hospital and the City have executed this MOA on the dates listed below.

[SIGNATURES TO FOLLOW]

PROVIDENCE VALDEZ MEDICAL CENTER

Title _____

Date

CITY OF VALDEZ

Dennis Fleming, Mayor

Date

Attest: _____
Sheri L. Pierce, MMC, City Clerk

Date

Approved as to Form

By: _____
Jake W. Staser, City Attorney

Date