

**Memorandum of Understanding
Between the City of Valdez, Alaska and Valdez Medical Clinic, LLC**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Valdez ("City") and Valdez Medical Clinic, LLC ("Clinic").

WHEREAS, the provision of reliable high quality medical services is of great importance to the health and wellbeing of Valdez citizens; and

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 of Valdez is detrimental to the health and wellbeing of Valdez citizens; and

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 of Valdez; and

WHEREAS, the Program will provide up to a total of \$300,000 annually with \$60,000 being available to any qualifying physician practicing medicine on a full time basis within the City of Valdez; and

WHEREAS, the Program provides benefits to the Clinic by allowing the Clinic to recruit and retain physicians.

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

WHEREAS, the purpose of this Memorandum of Understanding ("MOU") is to ensure that Clinic and City will work cooperatively to ensure the success of the Program.

NOW THEREFORE, the City and Clinic agree as follows:

1. Clinic agrees to provide quarterly reports to the City containing the number of hours each physician worked during the preceding quarter and certifying that the physician practiced as a full time physician during the preceding quarter.
2. Clinic agrees to provide the City a copy of any agreement with physician.

3. Clinic 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 of Valdez, that would otherwise be provided to physician by the Clinic will be reduced in any way as a result of physician's receipt of compensation under this Agreement.

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

5. Clinic agrees not to require physician to pay or transfer any amount of the compensation contemplated under the Program to Clinic or any third party.

6. The City and the Clinic agree to exercise good faith in upholding the intent of this MOU.

7. The City and the Clinic shall hold the other harmless from any liability that may arise from performance under this MOU.

8. The City or the Clinic may, in its sole discretion, withdraw from this MOU after providing the other party with 30 days' notice of the withdrawal.

IN WITNESS THEREOF, the Clinic and the City of Valdez have executed this MOU on the dates listed below.

VALDEZ MEDICAL CLINIC, LLC

Dr. Kathleen Todd

Date

CITY OF VALDEZ

Jeremy O'Neil, Mayor

Date

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

Approved as to Form

By: _____
Jake W. Staser, City Attorney