



AGREEMENT FOR INTERIM MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between **COORS & Associates, Inc. d/b/a COORS Leadership Capital ("COORS")** and **DAHL Memorial Clinic, a department of the Municipality of Skagway ("CLIENT")** on this day of 22nd day of July 2022.

WHEREAS COORS is engaged in the business of, among other things, the recruitment and placement of candidates to fill open positions with organizations in and around the United States; and

WHEREAS, the CLIENT wishes to retain COORS for the express purpose of providing a qualified candidate to fill an **Interim Executive Director** position with CLIENT to provide a temporary replacement to perform assessment and duties associated with a permanent **Executive Director**.

NOW, THEREFORE, this document will outline the terms and conditions for COORS in assisting CLIENT, through the CLIENT's transition in leadership by providing a qualified and experienced interim healthcare executive.

1. RETAINER/FEE

1. The CLIENT hereby retains COORS to provide an **Interim Executive Director** for CLIENT on the terms and conditions in this Agreement. Client agrees to pay to COORS an initial deposit towards future payments due in the amount of **\$14,000 (Fourteen Thousand Dollars)** upon execution of this Agreement which is due immediately upon the beginning of the interim term. This deposit fee will be waived when CLIENT completes steps necessary to pay COORS' fees and expenses by electronic payment/ ACH. In addition, CLIENT agrees to pay to COORS professional fees of **\$1,400.00 (One Thousand Four Hundred dollars) per each working day**, of a standard full-time work week with five (5) days billed for a standard forty (40) hour work week and allotting for partial weekdays for travel time to and from the assignment, worked during the term in which Interim Professional (as defined below) renders services to CLIENT. Such professional fees for the Interim Professional's services are due in advance of each bi-weekly period during which service is scheduled to be performed by Interim Professional and are payable directly to COORS. CLIENT agrees to pay the initial 10-day interim services fee of **\$14,000 (Fourteen Thousand Dollars)** immediately upon the start date of the Interim



Professional. Successive invoices will reconcile differences between Interim Professional's actual worked days and billed days. CLIENT agrees to pay all invoices within thirty (30) business days of the invoice date. Invoices not paid are subject to a finance charge of 9%. COORS reserves the right to immediately terminate this agreement for non-payment of monies owed by CLIENT. CLIENT agrees to pay all costs, including attorney fees, associated with collection activities related to procurement of fees. Upon completion of the 90-day interim engagement as **Interim Executive Director**, the interim position can continue in 30-day increments by mutual written agreement of the parties without the need for an addendum.

2 CONFIDENTIALITY & EXCLUSIVITY

All resumes and/or Interim Professional's documentation provided to CLIENT by COORS are strictly confidential and shall not be distributed to or obtained by a third party without the prior express written consent of COORS. In the event of a breach of this Agreement resulting in the placement of a COORS-presented candidate in any capacity with Client or a third party within eighteen (18) months of the termination of the Agreement, in whole or in part, of CLIENT's non-compliance with this Agreement (including its confidentiality provisions), CLIENT agrees to pay COORS a fee pursuant to Section 7 below as if CLIENT had retained such candidate. Should CLIENT employ or contract with any candidate provided by COORS within the terms stated in Section 7 below, CLIENT agrees to pay the fee as outlined in Section 7 below.

3 DESCRIPTION OF ASSIGNMENT

COORS will identify a qualified, full-time health care executive to serve as Interim Executive Director, which candidate is subject to the approval of CLIENT. The parties agree that the person selected for this position will be **To be determined.**

COORS may not replace or substitute another individual without the prior written consent of the CLIENT, which consent will not be unreasonably withheld; *provided, however*, if the individual designated to serve as the Interim Professional is unable or refuses to continue to serve in such role, COORS shall be provided with an opportunity to offer a replacement satisfactory to CLIENT (and consent of CLIENT to such replacement will not be unreasonably withheld) and shall use commercially reasonable efforts to assign such replacement within 15 business days of the date on which the



designated Interim Professional ceases providing services. The CLIENT may, at its sole discretion, cancel this Agreement upon fifteen (15) business days' notice if COORS does not offer a replacement satisfactory to the CLIENT and, upon such cancellation, all professional fees and expenses incurred to the date of termination will be immediately invoiced by COORS and payable within thirty (30) days by the CLIENT.

The position's primary duties and responsibilities are to provide professional management and leadership as described in Attachment A (Scope of Work) hereto, with any additional duties consistent with duties typically associated with such position as will be determined at the reasonable discretion of Chairman of the Board for DAHL Memorial Clinic or the Borough Manager with CLIENT.

Services will be rendered by Interim Professional Monday through Friday of each week or days equivalent to fulfilling a standard 40-hour week with reasonable adjustments made to include the billable weekday travel days of the Interim Professional. Reasonable adjustments will be made in this schedule to accommodate the needs of CLIENT and Interim Professional. During the term, in addition to normal holidays (on which professional fees will be payable as if services had been rendered), Interim Professional will have one weekday per month off with professional fees payable as if services had been rendered. Interim Professional shall generally be available by telephone, email or pager at all other times as is necessary to fulfill his/her duties.

Client understands and agrees that Interim Professional may utilize certain pre-existing intellectual property and proprietary information of COORS in performance of the services hereunder, including certain processes, templates, forms and business methods (collectively "Pre-Existing IP"). Client agrees that work product created by Interim Professional in performance of the services for Client may be based on or incorporate elements of this Pre-Existing IP and that ownership of any such Pre-Existing IP and any and all improvements or modifications to such intellectual property shall remain with its original owner, COORS. Client further acknowledges and agrees that during the term of this Agreement and/or in the course of performing the services hereunder, Interim Professional may develop or create certain non-Client specific forms, templates, tools or other programs ("Nonspecific Templates"), all of which shall be the sole property of COORS. COORS hereby grants to Client a license to such Pre-Existing Intellectual Property and Nonspecific Templates as reasonably necessary to allow Client and Client's subsidiaries to use internally the work product generated by Interim Professional in performance of the services hereunder. Client agrees that such licenses are non-transferable and that any distribution to or



sharing of such Pre-Existing Intellectual Property or Nonspecific Templates with, any third persons or entities outside the Client is a violation of the above-granted license and upon any such unauthorized distribution or sharing, the license shall immediately and automatically terminate.

Client shall retain ownership of all intellectual property rights in and to all of its confidential and proprietary information and processes that Interim Professional may utilize in performance of the services hereunder.

4. ACCOUNTABILITY

The **Interim Executive Director** will report to the **Chairman of the Board for DAHL Memorial Clinic and the Borough Manager** pursuant to the goals, expectations, duties, responsibilities, and performance standards contained in Attachment A hereto. At no time during the term of this Agreement shall Interim Professional be, nor be regarded as, an employee of COORS. COORS will not monitor, supervise, provide direction, nor be responsible for or liable for the decisions, acts, actions, or failures thereof in the performance of his/her duties as **Interim Executive Director**.

5. ADDITIONAL PERSONNEL/SERVICES

COORS, if requested and agreed to by CLIENT, will provide additional executives for on site consultation and assistance under terms of an addendum to the Agreement developed and agreed to by both parties (including mutually acceptable additional fees and expenses as negotiated between the parties).

If other interim executives are needed in addition to the **Interim Executive Director** COORS will make arrangements for these individuals, as requested by the CLIENT. There will be a separate agreement with mutually acceptable additional fees and expenses as negotiated between the parties for the services of additional interim executives.

COORS provides background investigation to include criminal history, education verification, and licensure verification through a third-party. Expenses for background investigations are reimbursed by the client to COORS as outlined in section 6.



6 EXPENSES

In addition to the Retainer/Fee set forth in Section 1 above, CLIENT also agrees, upon acceptance of Interim Professional:

- a. To reimburse COORS for all of COORS reasonable onsite travel expenses, travel expense incurred by COORS on behalf of the Interim Professional and Interim Professional's specified background investigation and/or Insights Profile expenses incurred in connection with and solely for the Interim Executive Director position that is the subject of this Agreement.

- b. To reimburse Interim Professional **directly** for each of the following expenses:
 - (a) Travel and related expenses to place of assignment from home region at the beginning of the assignment and from place of assignment to home at the end of the assignment to include applicable mileage at the standard IRS rate, parking and/or ground transportation, and flight costs and airline fees.
 - (b) Travel and related expense for the candidate to travel to and from home every three weeks of the assignment term. Rental car and/or ground transportation and fuel expenses during each week of the term.
 - (c) All reasonable lodging expenses and/or utilities as applicable at direct costs – CLIENT should secure furnished corporate housing to include utilities or extended stay lodging with internet.
 - (d) Daily meals and miscellaneous expenses on a per diem as dictated by current GSA rates per region, last updated July 2022 ([OCONUS and OVERSEAS Per Diem Rates: Query Results \(dod.mil\)](#)). The Per Diem for Meals & Incidentals for Skagway, AK is **\$118.00** per day for 2022, to be paid each day the Interim Professional is on assignment outside of their home location to include weekend days, travel days are reimbursed at 75% of this rate.

- c. Should CLIENT wish to provide any of the above-mentioned travel/lodging expenses through direct billing of applicable arrangements, Interim Professional and COORS must be notified at the outset of the engagement.

Commented [BB1]: Does this mean we are paying rental car and such in Skagway or where the person assigned lives?



- d. Interim Professional will submit expense forms and receipts directly to **To be identified** (billing contact) with Client. All expenses are payable within 15 days (15) days of receipt.

7. FULL RETAINED AGREEMENT

In the event the Interim Professional is subsequently hired, retained, contracted or otherwise engaged by Client (or through any third party on CLIENT's behalf) within eighteen (18) months after the later of (i) the presentation by COORS of such Interim Professional or any candidate or (ii) the termination of this Agreement, Client will pay to COORS a placement fee equal to twenty eight percent (28%) a significant discount from the standard thirty three and one third (33 1/3%), of annual compensation to include bonuses, sign-on, and incentives or the daily/weekly/monthly rate for the full term of the assignment to be paid to Interim Professional or candidate. This placement fee is due in full to COORS when the Interim Professional or candidate is hired, retained, or contracted by Client. Should any additional/alternate candidate presented by COORS be hired, retained, contracted or otherwise engaged by Client (or through any third party on CLIENT's behalf) within eighteen (18) months after the later of (i) the presentation by COORS of Candidate or (ii) the termination of this Agreement, Client will pay to COORS a placement fee equal to thirty three and one third (33 1/3%) of annual compensation or the daily/weekly/monthly rate for the full term of the assignment to be paid to Interim Professional or candidate.

If COORS is officially engaged to conduct a full retained search for a permanent **Executive Director** or any other agreed upon position, COORS will issue a new standard search agreement with standard fee terms of twenty eight percent (28%) a significant discount from COORS usual thirty percent (33 1/3%), of the full first year total compensation package of the candidate placed. Upon CLIENT retaining COORS to fill the full-time **Executive Director** a new agreement will be issued to outline the fee schedule in its entirety.

CLIENT agrees to pay all costs, including attorney fees and expenses, associated with collection activities related to procurement of fees.

8. TERM OF ASSIGNMENT



The initial term of this Agreement will begin on a date to be determined between the parties but no later than _____ and will continue for **ninety (90)** days, ending on _____. Thereafter this Agreement and the assignment can be renewed, in writing, for an additional term TBD but at a minimum of thirty (30) days, by all parties. The initial term and all renewals shall collectively be referred to as the “term.”

9. CANCELLATION

CLIENT and COORS may each cancel this Agreement with cause (as reasonably determined by the party giving notice of termination), provided that the terminating party has first provided the other party with written notice of the grounds constituting cause and 15 business days’ opportunity to cure if cure is reasonably possible as outlined in Section 3. With cause termination is constituted by non-performance as outlined by the agreed work plan and attached as part of this contract, misrepresentation by either party, or any other violation of the terms and conditions outlined within this contract. Non-performance is defined after an agreed get-well plan. Either party may cancel this Agreement without cause by providing thirty (30) days written notice. The remainder of the balance of the total contractual value is due within thirty (30) days. All fees as outlined above are due and payable during the 30-day notice period should Client elect to maintain the Interim Professional in the role or not.

Commented [BB2]: It is not clear to me what this amount may be, do you know?

The Interim Services Retainer payment is non-refundable. In addition, if CLIENT cancels this Agreement for any reason within thirty days of signing this Agreement, one full month’s professional fees (calculated using the service expectations set forth in Section 3 above) are due from CLIENT to COORS as compensation for the time invested by COORS. In addition, regardless of the reason for termination, all professional fees and expenses actually incurred to the date of termination will be immediately invoiced by COORS and payable within ten (10) days by the CLIENT.

10. EMPLOYMENT CONDITIONS

The CLIENT agrees that it will not hire, retain, contract with or otherwise engage any associate of COORS assigned to CLIENT by COORS or any candidate presented to CLIENT by COORS for the time periods set forth in Section 7 above unless agreed to by COORS. If there is a COORS Interim Professional, associate or candidate so hired, retained, contracted or otherwise engaged by CLIENT, CLIENT agrees to pay COORS a fee, which represents the usual and customary retained placement fee charged by



COORS, outlined generally in Section 7 of this Agreement.

11. CONFIDENTIALITY

COORS agree to maintain confidentiality of all documents and information, which are of a nonpublic nature, including but not limited to any patient related information, in accordance with applicable law and regulations such as the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (“HIPAA”). This extends indefinitely beyond the term of this assignment.

12. INDEMNIFICATION AND LIABILITY COVERAGE

COORS will indemnify, defend and hold harmless the CLIENT, its agents and employees, officers and directors against all claims, including reasonable attorneys’ fees, and losses occasioned by COORS or its agents, employees, officers or director’s failure to perform in accordance with the terms of this Agreement to the full extent permitted by law. |

13. CONFLICT OF INTEREST

COORS and Interim Professional affirm that to the best of their knowledge, there exists no actual or potential conflict between them and their family, business or financial interests and the services under this Agreement, and in the event of a change that might raise a possible conflict of interest; they will immediately disclose that change to the CLIENT.

14. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Alaska without regard to its choice of law provisions, supersedes all prior communications between the parties, sets forth the entire agreement and understanding between the parties and may be modified or amended only by the written agreement of both parties. No party may assign its interest in or delegate the performance of its obligations under this Agreement to any other person without obtaining the prior written consent of the other party. The parties acknowledge that COORS is being retained as an independent contractor and no employment relationship, partnership or joint venture shall be deemed created between the CLIENT or COORS and its associates by this Agreement.

Commented [BB3]: Under the Federal Torts Claims Act, we cannot agree to defend and indemnify a third party and we cannot agree to provide insurance coverage because the FTCA will not cover third party contractors. The Municipality does not have malpractice coverage for the Clinic. I don't know if APEI would agree to cover the Interim Director from a third party vendor at the Clinic under the Municipality's general liability policy—but APEI does not have malpractice coverage. We may need to talk to the US Attorney about this to see if it is workable; or maybe talk to another HRSA clinic in Alaska, such as Ilanka, to see if they have been in this situation. As an additional issue, the Municipality cannot agree to contractually defend and indemnify a third party either under Alaska law, which is an issue we deal with in nearly every contract or agreement. We do have a substitute provision we use.



Rights and Remedies Cumulative; Attorneys' Fees. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by and party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The prevailing party will obtain reasonable attorneys' fees and costs from the losing party in accordance with Alaska Rule of Civil Procedure 82..

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Entire Agreement. This Agreement and every Appendix attached hereto set forth all and are intended by all parties hereto to be an integration of all, of the promises, agreements, conditions, understandings, warranties, and representations among the parties hereto with respect to the Company; and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein.

Interpretation. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if each party had prepared the same. In the event the date on which the Company is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending, or replacing the statute referred to; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; use of words such as "herein," "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used; references to Sections and exhibits are to Sections and exhibits of this Agreement unless specified otherwise; the word "or" includes the conjunctive sense; references to Persons includes their respective permitted successors and assigns; "including", and with the correlative meaning "include", means including without limiting the generality of any description preceding such term; and relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding".



Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15. SANCTIONED PERSONS

COORS represents and warrants that it and any of its agents, employees, officers, and representatives providing services under this Agreement: (a) are not “sanctioned persons” under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration’s List of Parties Excluded from Federal Programs; and (d) have not been convicted of a criminal offense related to health care. COORS shall immediately notify the CLIENT in the event that COORS is no longer able to make such representations and warranties. Without limitation to any other rights and remedies under this Agreement, afforded by law, or in equity, the CLIENT may immediately terminate this Agreement, without penalty, in the event that the CLIENT has determined that COORS is in breach of this provision.

16. INDEPENDENT CONTRACTOR

In the performance of duties and obligations hereunder, no party shall, for any purpose, be deemed to be an agent, servant or employee of any other party. The parties understand and agree that: (i) Interim Professional shall not be treated as an employee of the CLIENT for federal income tax purposes; (ii) CLIENT will not withhold on behalf of COORS or Interim Professional pursuant to this Agreement any sums for income tax, unemployment tax, unemployment insurance, social security, or any other withholdings pursuant to any law or requirement of any governmental body relating to or make available to Interim Professional any benefits afforded to employees of CLIENT; and (iii) all such payment, withholdings and benefits, if any, are the sole responsibility of Interim Professional. In the event that the Internal Revenue Service or any other governmental agency shall question or challenge the independent contractor status of COORS or Interim Professional, the parties hereto agree that all parties shall have the rights to participate in any such negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussion or negotiation is initiated.

17. MODIFICATION OF AGREEMENT



This Agreement may not be altered, changed or modified except in writing signed by each of the parties.

18. SEVERABILITY AND ENFORCEABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

19. AUTHORIZATION

Each individual executing this Agreement on behalf of the CLIENT represents and warrants that he/she has been authorized to do so by the CLIENT.

WHEREFORE, the parties have affixed their signatures hereto on the dates indicated.

COORS & ASSOCIATES, INC.
d/b/a COORS Leadership Capital
6135 Park South st Ste 510
Charlotte, NC 28277

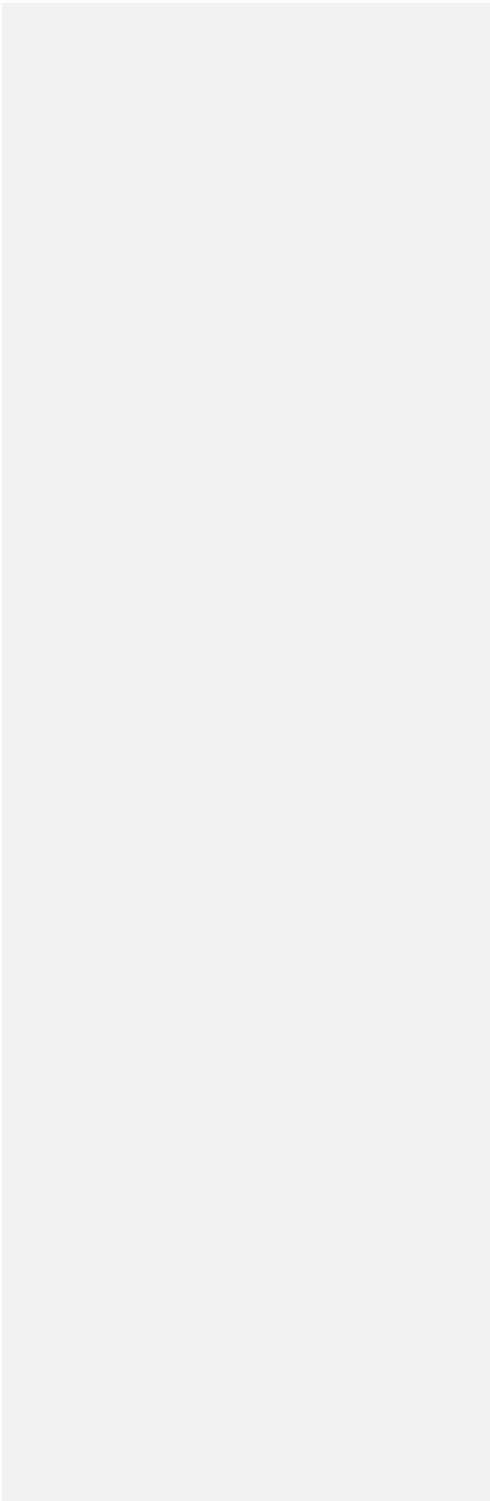
Municipality of Skagway Borough
700 Spring Street
P.O. Box 415
Skagway, AK 99840

Cheryl COORS, CEO

Andrew Cremata, Mayor



Invoices submitted to: **Name:** _____
 Address: _____
 Email: _____
 Number: _____





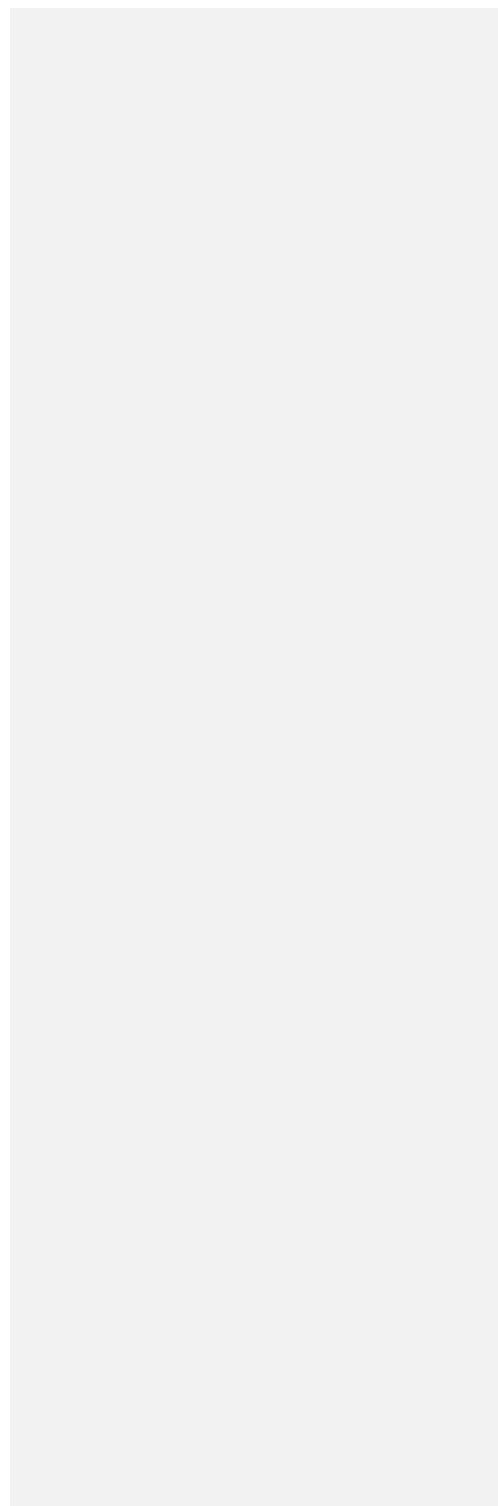
Appendix A: Scope of Work

1. Operate Dahl Memorial Clinic as the Executive Director as defined by the clinic's job description and agreed upon responsibilities
2. Work to assure safe patient care.
3. Provide weekly interim reports: see Appendix B
4. Attend required clinic and board meetings to include: staff meetings, clinic committees, board committees and the monthly board meeting.
5. Hold monthly one-on-one meetings with the board chair, providers, and board committee chairs.
6. Hold bi-monthly meetings with the Borough Manager, Chairman of the Board for DMC, and COORS Leadership Capital's consultant on clinic performance.
7. Hold bi-monthly meetings with Coors Leadership on clinic performance
8. Participate in agreed upon meetings with Coors Leadership and board and/or city official meetings.
9. During initial 90 days interim period: Work toward stabilizing operations for Dahl Memorial Clinic,
10. If desired by the Assembly provide assistance in transitioning to an outside management organization.
11. The priority and pace will be based upon agreed activities between Coors and Board of Directors of Dahl Memorial Clinic will be focused on the following:
 - a. **Contract at least 2 agency RNs immediately** to fill the open RN and MA positions.
 - b. **Contract with an experienced long-term provider immediately** until second provider position is filled.
 - c. **Renew Melanie Hamptons (clinic's coder) contract immediately.** Contract expires this September.
 - d. **Identify Athena nurse informatic vendor** to provide documentation support and training for both current and future clinic personnel to replace the open IT specialist.
 - e. **Develop effective recruitment strategies** with recruitment services that have proven results on key positions.
 - f. **Conduct an immediate review of all positions' roles and responsibilities** to identify balance opportunities.
 - g. **Perform a compensation analysis** on all clinic positions against healthcare industry within the region.
 - h. **Clinical Nurse Manager (new position):** upon review and approval, recruit manager to build an education and training program to invest in clinic staff. If unable to recruit, consider contract services to help develop education program. Clinical staff would report to this position.
 - i. **Prepare all reports** for clinic and board committee and regular board meetings.



- j. **Financial Performance Reports:** Place heavy focus on gaining access to clinic financial reports following month close and prior to monthly board finance committees. Partner with the Board and Assembly to identify challenges with accessing the financial performance reports. Explore Athena insights reporting tools to identify keep clinic performance reports.
 - k. **Define key financial documents** that will be reviewed by clinic, board finance committee and board members and initially use these reports and the clinic's financial dashboard. Recommended reports: Monthly Budget Report (May 2022), Monthly Budget Variance Report (May 2022), Prior-Year Comparative Income Statement and other relevant reports found in the new system.
 - l. **Prepare an executive monthly financial summary** report to the entire board that is approved by the board finance committee as well as provide a high-level board finance presentation (generally 2-3 slides) delivered at the board meetings.
 - m. **Develop a process improvement committee** that prioritizes the identified gaps and strategized implementation.
 - n. **Service Recovery program:** Develop a service recovery program that strengthens the management of complaints/grievances and escalates risk concerns to leadership, board, and legal counsel.
 - o. **Financial Officer responsibility:** provide training to the administrative manager to champion the financial management of the clinic, partner with the city financial department and work closely with the executive director to partner with the board.
 - p. **Marketing and Branding responsibility:** Centralize the marketing and branding responsibility to the billing and outreach coordinator. Provide role education to strengthen the clinic's approach in communicating with the community.
 - q. **Marketing and Branding responsibility:** Update current website and identify new website platform that categorizes information in drop down menus.
 - r. **Co-Pay Collection Process Improvement mapping:** process map the co-pay collection requirement and provide education and training to the staff and develop incentives/rewards to staff upon meeting benchmarks.
 - s. **Chart Documentation:** monitor and enforce provider chart documentation completion within 48 business hours of patient visit and assure patient billing occurs within 14 days.
 - t. **Develop annual documentation education** to ensure accuracy, maintain patient safety and to ensure charge capture to generate revenue.
12. Work with Dahl Memorial Clinic Board to establish clearly defined expectations in accordance with the plan presented to the Board based on the operational assessment.

Commented [BB4]: I do not see anything in this scope that includes Medicare and Medicaid compliance and the submittal of required reports and reimbursement procedures. I think there is a contract with an outside consultant with respect to some aspect of Medicare compliance, but the executive director is ultimately responsible for all of that compliance or should be. I may be missing in there.





Appendix B: Interim Management Status Report

Department:
Week #
Consultant:

Weekly Recap

Specific Events / Areas of Concern:

1. (Leadership)
2. (Staff)
3. (Departments)
4. (Education / Programs)
5. (Informatics / Finance / Misc. / Etc.)

Recommendations / Next Steps

Goals for This Week:

Status / Adjustments to Previous Goals:

Conclusions:

