

**DAHL MEMORIAL CLINIC INTERIM EXECUTIVE DIRECTOR
EMPLOYMENT AGREEMENT**

This Employment Agreement, dated August 25, 2022 is between Thomas K. Steiner and the Dahl Memorial Clinic, a department of the Municipality of Skagway, Alaska (“Clinic”). The Municipality of Skagway may be referenced in this Agreement as the “Municipality” or the “Borough,” with each meaning the same governmental entity.

WHEREAS, the Clinic is willing to employ Thomas K. Steiner to serve as Interim Clinic Executive Director at the Clinic; and

WHEREAS, Thomas K. Steiner wishes to be employed by the Clinic, subject to the terms and conditions of this Agreement. This Agreement replaces all other existing written or oral Agreements with Thomas K. Steiner.

NOW, THEREFORE, the parties agree as follows:

1) EMPLOYMENT

- A. The Clinic extends this offer of employment to Thomas K. Steiner as Interim Clinic Executive Director.
- B. Thomas K. Steiner shall perform the duties and responsibilities listed in this Agreement and the Scope of Work, Appendix A to the Agreement with COORS, and the duties and responsibilities in the Job Description, which is attached hereto and made a part hereof, and such other duties and responsibilities as may be assigned to Thomas K. Steiner from time to time by the Clinic Board or the Borough Manager.
- C. Thomas K. Steiner shall be subject to the direction of the Clinic Board and Borough Manager in the performance of duties of the Interim Clinic Executive Director.
- D. Thomas K. Steiner shall devote sufficient time and effort to the proper performance of Executive Director duties and responsibilities under this Agreement. Thomas K. Steiner may have some flexibility with hours but expected hours of work are to be 50 hours per week, with holidays and paid days off pursuant to the terms of the Agreement with COORS.
- E. Thomas K. Steiner shall conscientiously, diligently, in good faith, and to the best of Thomas K. Steiner’s ability, experience, and talents perform all the duties and responsibilities required of the Executive Director pursuant to the express terms in this Agreement to the reasonable satisfaction of the Clinic and the Borough Assembly. Thomas K. Steiner further agrees to faithfully observe the terms of this Agreement. Thomas K. Steiner and shall work cooperatively with the Borough Manager and the Borough Assembly.
- F. Thomas K. Steiner shall comply with the Equal Employment Opportunity Policy, the Policy against Harassment, the Employee Conduct policy, and the Drug Free Workplace Notification Policy set out in the Municipality of Skagway Personnel Policy Manual.
- G. Thomas K. Steiner agrees to comply with and adhere to all HIPAA laws and regulations and all other federal and state laws related to patient confidentiality and the confidentiality of patient records, treatment and information and will comply with all Clinic policies and procedures regarding release of information.

- H. Thomas K. Steiner agrees to comply with all federal, state and local laws, regulations, mandates, resolutions, and health protocols related to COVID-19 as long those directives and procedures remain in effect, including any mandatory vaccination policies required by any federal agency or HRSA.
- I. Thomas K. Steiner agrees to cooperate with the Clinic to maximize the health protective measures instituted by the Clinic and will comply with all protocols and policies established by the Clinic or the Municipality related to COVID-19.

2) **TERMS**

- A. Term of this Agreement shall commence on August 25, 2022 through November 23, 2022 (hereinafter the “Expiration Date”). If an Executive Director is hired within this term, this contract shall terminate, pursuant to the Agreement with COORS. This Agreement shall terminate automatically at the end of the contract term. Notwithstanding this provision, this Agreement may be terminated as provided in Article 4 of this Agreement.
- B. Thomas K. Steiner understands that no Assembly member, Municipal employee, Clinic Board Member, or Clinic employee or consultant has any actual or apparent authority or authorization to make any oral promises or guarantees to the Interim Executive Director, nor any actual or apparent authority or authorization to modify this agreement in any respect, nor any actual or apparent authority to extend this agreement orally. Thomas K. Steiner acknowledges and understands that only the Assembly, after approval by the Clinic Board, is authorized to approve this agreement or to authorize any extension of this Agreement.

3) **BENEFITS**

- A. Interim Executive Director will receive \$1,400 per working day, Monday through Friday. Interim Executive Director will be provided reimbursement for reasonable expenses for travel to their home residence for a three-day period, to include one travel day at the beginning and one at the end of the three-day period, at the conclusion of each four works of work. Interim Executive Director will be entitled to the \$1,400 per day pay per Borough Manager, for working remotely during the travel to and from the home residence.
- B. Housing and use of a vehicle will be provided.
- C. The Interim Executive Director shall not be entitled to any benefits of municipal employees not specifically identified in this Agreement.

4) **TERMINATION**

- A. This Agreement shall run for the Term unless terminated earlier as provided herein.
- B. Automatic Termination. This Agreement shall terminate automatically upon the occurrence of any of the following events:
 - 1. Death of Thomas K. Steiner;
 - 2. The Borough ceases to operate the Clinic, either due to lack of funding, or in the event the Borough transfers the ownership or operation of the Clinic to another entity.
- C. Termination for Cause
 - 1. If Thomas K. Steiner commits a material breach of any of the terms or conditions of this Agreement and fails to correct such breach within ten (10) days after written notice

from the Clinic Board or Borough Manager, the Municipality may, at its own option, terminate this Agreement for cause immediately, or at any designated future time provided that the breach still exists, by delivering to Thomas K. Steiner, a written notice of termination, which may be made effective immediately.

2. Mental or physical disability of Thomas K. Steiner that renders Thomas K. Steiner unable to effectively perform her responsibilities under this Agreement for more than ninety (90) continuous days in a twelve (12) month period.
3. The Clinic Board or Borough Manager, with approval of the Assembly, may terminate this Agreement immediately for cause in the event of any breach of confidentiality by Thomas K. Steiner or any violation of HIPAA laws and regulations.

D. Other Termination

1. This Agreement may be terminated at any time upon the mutual consent of the parties.
 2. Employment of Thomas K. Steiner is as an “At Will” contract employee with the Clinic, and the Clinic Board of Directors, with approval of the Borough Assembly, or the Borough Assembly may terminate this Agreement anytime without cause.
 3. This Agreement may be terminated by either party by giving written notice of not less than thirty (30) days.
- E. All obligations of the Clinic under this Agreement shall terminate immediately upon termination of this Agreement.
- F. Thomas K. Steiner hereby expressly agrees and understands that Thomas K. Steiner’s obligations not to disclose confidential information, as set forth in Article 7 of this Agreement shall continue in full force and effect, notwithstanding termination of this Agreement.

5) COMPENSATION

- A. Interim Executive Director will receive \$1,400 per working day, Monday through Friday, payable in equal bi-monthly installments on the Municipality’s regular paydays.
- B. Fair Labor Standards Act: Thomas K. Steiner acknowledges that the Executive Director position is exempt from overtime requirements. Thomas K. Steiner understands and agrees that they are exempt under Fair Labor Standards Act (FLSA) and that they are not entitled to any overtime in such circumstances. The provisions of the Alaska Wage and Hour Act, 23.10.010 et seq., do not apply to the employment of this position. AS 23.10.060(d)(12).

6) CONFIDENTIALITY

- A. Unless required to do so by law, Thomas K. Steiner shall not either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with the Clinic any confidential or proprietary information concerning any matters affecting or relating to the business or operations of future plans of the Clinic or the Borough, and any confidential records regarding patient information, quality assurance, risk management and peer review activities. This prohibition extends to, but is not limited to, divulging such information for the purpose of acting as an expert witness, reviewer, or consultant on behalf of a plaintiff or an attorney acting on behalf of a plaintiff, in a claim or action against the Clinic or the Borough. The parties stipulate that, as between them, such matters are important, material and confidential, and gravely affect the effective and successful

conduct of the business of the Clinic and the goodwill each maintains, and that any breach of the terms of this section shall be a material breach of this Agreement.

- B. This confidentiality provision shall survive the termination of this Agreement, regardless of cause. The existence of any claim or cause of action against the Clinic by Thomas K. Steiner whether predicated on this Agreement or otherwise, shall not constitute a defense to enforcement of this provision.

7) RETURN OF CLINIC OR MUNICIPALITY PROPERTY

- A. Upon termination of this Agreement for any reason whatsoever, Thomas K. Steiner shall return to the Clinic all books, records, lists and other written, typed or printed materials, whether furnished by the Clinic or prepared by Thomas K. Steiner, which contains any information related to the Clinic and its business, activities, or existing or prospective customers or clients, and Thomas K. Steiner shall neither make nor retain any copies of such materials after termination of this Agreement without the prior written consent of the Borough Manager.
- B. Upon termination of this Agreement for any reason whatsoever, Thomas K. Steiner shall immediately turn over to the Borough Manager any laptop, iPad, cell phone, or any other similar electronic device provided to her for use in her employment, and shall not delete or remove any content from any such electronic device before returning it to the Borough Manager;
- C. Upon termination of this Agreement for any reason whatsoever, Thomas K. Steiner shall immediately turn over to the Borough Manager any and all keys to the Clinic.

8) NO OWNERSHIP INTEREST

Thomas K. Steiner acknowledges that their employment does not confer upon her any ownership interest in or personal claim to Clinic's business, including patients, medical charts or records, x-rays, nor any ownership interest or right to any laptop, iPad, cell phone or any other similar electronic device. Thomas K. Steiner expressly agrees that the compensation and benefits received or payable to Thomas K. Steiner is all the compensation due the Thomas K. Steiner with respect to Thomas K. Steiner services.

9) REMEDY FOR BREACH

The parties recognize that the services to be rendered by Thomas K. Steiner hereunder will of necessity provide Thomas K. Steiner with specialized knowledge of the Clinic and that the Clinic will be irreparably harmed in the event Thomas K. Steiner were to use Thomas K. Steiner's special skill, knowledge and talents and Thomas K. Steiner's knowledge of the Clinic or the Borough, in competition with the Clinic, in violation of this Agreement. In such event, the Clinic and the Municipality, without limitation as to other remedies that may be available, shall be entitled to institute and prosecute proceedings in law or in equity to enforce the specific performance by Thomas K. Steiner or to enjoin Thomas K. Steiner from breaching the provisions in the Agreement.

10) ASSIGNMENT

The services to be provided hereunder constitute personal services and therefore this Agreement shall not be assignable nor assigned whether individually or by operation of law by Thomas K. Steiner. The Municipality may assign the Agreement in the event the Municipality transfers ownership or operation or management of the Clinic to a private entity.

11) COOPERATION REGARDING CLAIMS AND LITIGATION

Thomas K. Steiner shall fully cooperate in assisting the Clinic and the Borough and its duly authorized agents, representatives, and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services provided under this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which the Clinic may have against Thomas K. Steiner and shall not require cooperation in the event of such claims.

12) AGENCY

Thomas K. Steiner has no actual or apparent authority to impose or bind the Clinic or the Municipality to any obligation, duty, or act without the prior written consent of the Municipality.

13) GOVERNING LAW

This Agreement has been negotiated and executed in the State of Alaska, and the laws of Alaska shall govern its construction and interpretation. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related to this Agreement or arising out of or related to the performance or non-performance of this Agreement. Thomas K. Steiner agrees that trial in any such action shall be in Skagway, Alaska. Thomas K. Steiner specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

14) SEVERABILITY

Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected.

15) ENTIRE AGREEMENT: AMENDMENT

- A. This Agreement contains the final and entire agreement between the parties, and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained, or contained in a written amendment of this Agreement executed by the parties hereto. This Agreement may be amended only by written agreement executed by the parties. This Agreement supersedes any and all previous and existing agreements.
- B. Any amendment to this Agreement must be in writing and signed by both parties to be effective. Thomas K. Steiner understands and agrees that no Borough employee, nor the Mayor, nor any individual member of the Assembly, nor any member of the Clinic Board, has any authority to make any promises to Thomas K. Steiner, nor any actual or apparent authority to modify or alter the terms and conditions of this Agreement.

16) HEADINGS

Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

17) WAIVER

No waiver of any breach shall be valid or binding unless approved in writing by the nonbreaching party. Forbearance or indulgence by the nonbreaching party shall not constitute a waiver of the covenant or condition to be performed by the breaching party or of any remedy available to the nonbreaching party. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

18) CHANGES IN LAW

In the event there are changes to or clarification of federal, state or local statutes, regulations or rules, or any Rules and Regulations which would materially affect the operation of the Clinic, including but not limited to confidentiality, third party reimbursement or the status of the Clinic under federal law, the parties agree to fulfill their obligations under this Agreement in accordance with the changes in law, regulations, rules, and by-laws.

19) MEDIATION

As a condition precedent to filing any action in court with respect to any dispute arising out of or relating to this Agreement or arising out of or relating to Thomas K. Steiner's employment with the Borough, Thomas K. Steiner agrees to submit that dispute to mediation with a professional mediator mutually agreed to by Thomas K. Steiner and the Borough, and Thomas K. Steiner agrees to make a good faith effort to resolve the dispute in mediation

20) ACKNOWLEDGEMENT OF REPRESENTATION:

Thomas K. Steiner acknowledges that he has had a full opportunity to consult with attorneys of her choice before signing this Agreement. Thomas K. Steiner acknowledges that he is not relying on any statements or representations made by the Clinic Board President or any Clinic Board members or any employees, representatives, officers, consultants, the Mayor, or Assembly members of the Borough in entering this agreement, and he further acknowledges that he has not received and is not relying on any legal advice or representations by the Borough attorneys.

21) NOTICES

Notices pursuant to this Agreement shall be given by personal delivery or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

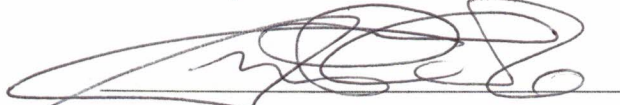
Borough Manager:
Brad Ryan
Municipality of Skagway
PO Box 415 Skagway, Alaska 99840

Executive Director:
Thomas K. Steiner
933 Terrace Acres Circle
Auburn, AL, 36830

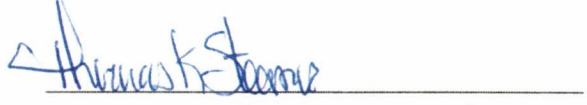
Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Thomas K. Steiner acknowledges that he signs this Employment Agreement on the date shown below, with the understanding that they have read the Personnel Manual and agrees to perform their job duties and responsibilities, as outlined in the attached job description.

IN WITNESS WHEREOF, the Clinic and Thomas K. Steiner have caused this Agreement to be executed in their respective behalf as of the date first above written.



Andrew Cremata, Mayor



Thomas K. Steiner, Interim Executive Director

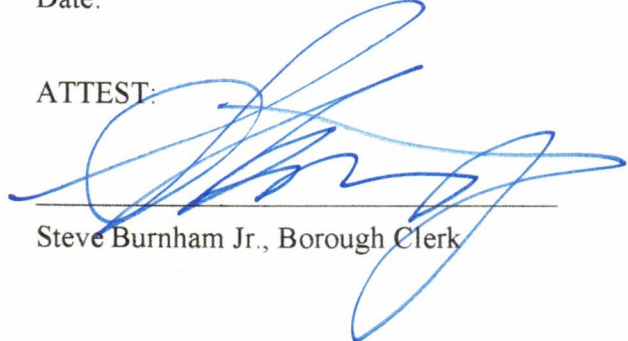
8/24/22

Date:

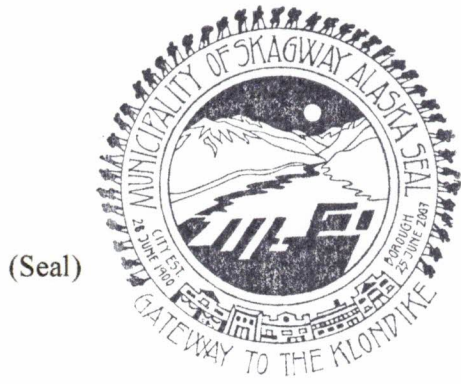
24 August 2022

Date:

ATTEST:



Steve Burnham Jr., Borough Clerk



(Seal)