Bartlett Regional Hospital

3260 Hospital Drive • Juneau, Alaska 99801 • Telephone: 907-796-8900

November 10, 2014

Alan Ulrich 12046 N Saguaro Bivd., Unit 205 Fountain Hills, AZ 85268

Dear Mr. Ulrich:

On behalf of the City and Borough of Juneau's Hospital Board and Chief Executive Officer, I am pleased to offer you the position of Chief Financial Officer (CFO) of Bartlett Regional Hospital (BRH).

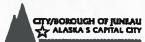
We are pleased to offer you this position on the following terms:

- CBJ Employee Status: The CFO is an employee of the City and Borough of Juneau (CBJ) and is subject to all conflict of interest and other terms and conditions generally applicable to CBJ employees. The CFO reports to the BRH Chief Executive Officer (CEO). The CFO's duties and responsibilities are outlined in the recruitment announcement, a copy of which is enclosed.
- Relocation Package: BRH will reimburse you for your actual reasonable relocation expenses, including: three (3) months temporary housing, car rental, and transportation for you and your immediate family members in conjunction with your relocation efforts, receipted moving expenses for household goods and other personal property, and other reasonable expenses subject to the approval of the board, up to a maximum of \$20,000. You agree to repay these amounts if you choose to leave BRH's employment within a period of three (3) years from your start date, reduced on a prorated basis.
- Benefits Package: You will be eligible for all benefits provided to permanent CBJ employees. In addition, you are eligible for additional benefits as a BRH executive employee. These will be paid by BRH, in an amount up to 30% of your base salary.

With the exception of health insurance which is mandatory, other benefits may be elected by you from a menu of choices:

CBJ Employee Benefits:

o Basic Term Life Insurance: Voluntary Life Insurance (\$5,000) and Accidental Death and Dismemberment (\$5,000) insurance is available to purchase at your expense.



- o **Employee Wellness Program**: CBJ/BRH has a comprehensive employee wellness program. This includes the opportunity to participate in the Healthy Rewards Program which reduces the amount of your health insurance contribution by up to \$1300 per year.
- Personal Leave (PTO) and Holidays: You will be entitled to paid time off in lieu of vacation, sick leave, and holiday pay up to 37 days in your first year, increasing in accordance with BRH personnel policies thereafter. BRH enjoys 11 paid holidays which, if taken, are paid for with a day of personal leave. Your leave account will be front loaded with 11 days on your date of hire, additional leave account on your anniversary date each year thereafter.
- Cafeteria/Flexible Spending Plan: BRH offers pre-tax payroll deductions available for medical and dependent care through Benefits Administration Company (BAC), with an employee maximum contribution of \$2,500.
- o **Deferred Compensation**: You have the option of participating in BRH's deferred compensation plan. BRH offers IRS 457 plans through ICMA-RC.

Benefits funded out of the 30% increment:

BRH will fund additional benefits up to 30% of your base salary. These are

- O Health Insurance: You and your family will be provided health insurance through the City and Borough of Juneau effective with your first day of employment. The employer's portion of the health insurance premium (\$16,632.00 per year) will be deducted from your 30% benefit entitlement. You can also elect to have the employee portion (variable depending on your plan selections) taken through payroll deduction, or out of your 30% benefits package.
- o Retirement: BRH will set up a 401(a) retirement account for you through AXA Equitable. You can elect to contribute any amount up to the full extent allowable under IRS provisions. For calendar year 2014, the amount allowable is \$52,000.
- O Life insurance and Accidental Death and Dismemberment: Life insurance and Accidental Death and Dismemberment insurance in addition to the basic coverage is available to purchase at your expense.
- Voluntary Benefits: Include Group Accident, Disability or Critical Illness actual cost of offerings are dependent on levels of coverage selected.
- Employment Start Date and Resignation: Your first day of employment will be on or before November 19, 2014. The terms of this contract will be valid for a period of three years from your first day of employment, with extensions to the terms negotiable by mutual consent. BRH requests that you provide a minimum of sixty (60) days' notice in the event you choose to resign employment. BRH agrees to provide a minimum of sixty (60) days' notice in the event your employment is terminated for any reason other than good cause.
- Compliance with Law: You agree to comply with all federal and state laws and regulations
 applicable to the operation of BRH, including those regarding confidentiality, criminal charges
 and convictions, fraud, abuse and referrals under the Medicare, Medicaid and other federal
 health care programs.

Severance: In the event your employment is terminated by CBJ for its convenience or without cause during the first year of your employment, CBJ will tender to you severance according to the schedule below. You agree to accept the tender and agree that the severance will be full, complete and valid consideration in exchange for your accord, satisfaction, release, waiver and settlement of any and all claims and causes of action whosoever, known or unknown, past, present or arising in the future, that you may have or assert against CBJ, BRH or any of their officers and employees arising from or relating to your employment. You further agree that if you resign voluntarily, or if your employment is terminated by CBJ for good cause, including but not limited to gross misconduct, breach of fiduciary duty, malfeasance, disqualification by operation of law, or performance of any illegal, unethical or grossly negligent act, no severance will be due or payable.

Termination during the first three calendar years of employment: three months of base salary, forgiveness of outstanding relocation expenses, and relocation expenses not to exceed those outlined above if you relocate your household within six calendar months of separation.

 Dispute Resolution: Any dispute relating to your employment will be resolved under 3.16 of the Charter of the City and Borough of Juneau and the Administrative Appeal Procedures of the City and Borough of Juneau Code, Chapter 01.50.

Please be advised that the BRH Chief Financial Officer is an exempt employee and is employed at-will, serving at the pleasure of the Chief Executive Officer. This offer is contingent on your agreement that your employment may be terminated by the City and Borough of Juneau, at any time, for its convenience, for any reason or for no reason at all. This offer is also contingent upon your successful completion of the State of Alaska Barrier Crimes Criminal Background and Fingerprint Check as well as a positive reference from your current employer.

If you wish to accept this offer of employment, please sign below and return the signed letter to me via fax or email. We request a reply within forty-eight (48) hours of your receipt of this letter.

We look forward to your joining the Bartlett Regional Hospital team!

Sincerely, Churche Bell

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Chief Executive Officer

Accepted:

Alan Ulrich

1/10/2014 Date

cc: Mila Cosgrove, Human Resource Director