

AGREEMENT for PROFESSIONAL SERVICES

This Professional Services Agreement is entered into this 25th day of January, 2022 by and between Estelita Fielding (Consultant) and DAHL MEMORIAL CLINIC (DMC) an entity of the Municipality of Skagway.

RECITALS

- A. **SERVICES.** Consultant will provide DMC management with the following consulting support for DMC's 2021 Universal Data Systems (UDS) Report:
- Develop a spreadsheet for each of the UDS tables to provide the specific reports, data calculations and other needed info for report development.
 - Generate all needed reports within the Athena EHR to complete UDS reporting.
 - Complete the Electronic Handbook UDS submission and provide responses to follow up questions directly related to the data reported.
- B. **SCOPE.** This contract covers only the services listed above with specific tasks identified by DMC management. Consultant shall not undertake any other services on behalf of DMC under this Agreement without express written direction.
- C. **RATE and PAYMENT TERMS.** DMC shall pay an hourly rate of \$125 per hour for these services. Total compensation shall not exceed \$5,000 (40 hours of work).
- D. **TERM.** This Agreement shall be effective January 28, 2022 through March 31, 2022.
- E. **TERMINATION.** This contract may be terminated by either party, with or without cause, with 10 days written notice to the other party.
- F. **CONFIDENTIALITY.** Consultant shall protect the confidentiality of all patient protected health information obtained or reviewed during the course of this Agreement and any other confidential information obtained or reviewed. Contractor shall comply with all HIPAA laws and all other federal, state and local laws regarding the confidentiality of patient information.
- G. **INDEPENDENT CONTRACTOR.** This is an agreement for independent contracting services. The Municipality of Skagway and the DMC shall not provide any benefits such as health insurance, unemployment insurance, or Worker's Compensation insurance to the Consultant, nor any other benefits. Contractor is specifically not an employee of the Municipality of Skagway.
- H. **RETURN OF RECORDS AND PROPERTY.** Upon expiration of this Agreement or the termination of this Agreement for any reason, Consultant shall promptly return to DMC all property and business records which may be in her possession or control and shall not keep any copies.

- I. NOTICES. Any notice required to be given under this Agreement shall be provided in writing, and sent by registered mail to the address on the signature line below. Personal delivery of notice shall be the equivalent of mailed notice.
- J. EXCLUSIVE AGREEMENT. This Contract (i) supersedes any prior oral or written agreements and constitutes the only agreement between the parties.
- K. GOVERNING LAW AND JURISDICTION. This Agreement shall be construed pursuant to the laws of the State of Alaska, The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or relating to this Agreement or arising out of or relating to the performance of any services by Consultant under this Agreement.
- L. MODIFICATION. This Agreement shall only be modified or changed in writing signed by both of the parties. Consultant acknowledges and understands that the Executive Director of the DMC nor the President of the Board nor any Board member nor any Municipal Assembly member or employee has any actual or apparent authority to orally modify or change the scope of service or compensation or any other provision of this Agreement.

M. ACKNOWLEDGEMENT OF REPRESENTATION:

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

IN WITNESS WHEREOF, the undersigned parties hereby execute this agreement on the date(s) stated below.

By:
DAHL MEMORIAL CLINIC

Andrew Cremata Date
Mayor, Municipality of Skagway
PO Box 537
Skagway, AK 99840

Estelita Fielding Date
Independent Consultant
PO Box 684
Skagway, AK 99840