

## AGREEMENT for PROFESSIONAL SERVICES

This Professional Services Agreement is entered into this ~~2<sup>nd</sup> 8<sup>th</sup>~~ day of ~~March~~February, 2022 by and between MICHELLE "SHELLY" O'BOYLE (Consultant) and DAHL MEMORIAL CLINIC (DMC) a division of the Municipality of Skagway.

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### RECITALS

- A. SERVICES. Consultant will work with the Executive Director, Medical Director and Administrative Manager (or their delegees) to provide the DMC Executive Director and Board with technical assistance and guidance on Clinic operational and management issues including but not limited to:
- Municipal budget
  - Financial audits
  - Issues related to HRSA grants management and requirements, including 330 grant conditions and financial requirements
  - Provide the Clinic Board with a report identifying HRSA related tasks and a time line for when the Clinic must complete those tasks.
- 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. Consultant shall not provide any services of any kind to any patient of the Clinic nor provide any services, consultation or assistance to any medical provider at the Clinic in relation to any health care services to any patient. Consultant does not have any actual or apparent authority to act on behalf of the Clinic or make representations on behalf of the Clinic.
- C. RATE and PAYMENT TERMS. DMC shall pay an hourly rate of \$125 per hour for these services. Total compensation shall not exceed ~~\$1,625,000~~ (1340 hours of work). Consultant shall track her time on a time sheet to be provided by the Clinic and provide those time sheets to the Clinic on a weekly basis.
- D. TERM. This Agreement shall be effective ~~February 8<sup>th</sup>~~March 1, 2022 ~~through February 28<sup>th</sup>~~to ~~March 31~~, 2022. The Agreement terminates automatically on ~~February 28~~March 31, 2022. The term may be extended in the sole discretion of the Clinic in writing with an amendment signed by both parties. Any amendment may also include changes to these terms and conditions.
- 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. Consultant is not entitled to any of the benefits in the sections of the Skagway Personnel Policy Manual related to Discipline and Grievance Procedures. Consultant 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.

- 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. Contractor shall comply with all federal, state, local and clinic COVID-19 mandates and protocols, including but not limited to, any Vaccine Mandate policy adopted and implemented by the Clinic and Clinic Board in accordance with federal laws and regulations.

N. 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.

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By:  
DAHL MEMORIAL CLINIC

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

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Shelly O'Boyle                      Date  
Independent Consultant  
PO Box 684  
Skagway, AK 99840