

REGISTERED NURSE MEDICAL SERVICES PROVIDER CONTRACT

This Contract, dated April 28th, 2022 is between Audrey Ferrin (“RN”) and the Dahl Memorial Clinic, a division of the Municipality of Skagway, Alaska (“Clinic”).

WITNESSETH:

WHEREAS, the Clinic is willing to contract with Registered Nurse to serve as an RN at the Clinic; and

WHEREAS, an RN wishes to enter a contract with the Clinic, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

I. AGREEMENT

- A.** The Clinic hereby contracts with Audrey Ferrin as a Registered Nurse at the Clinic, and the RN accepts the contract obligations, subject to the terms and conditions set forth in this Agreement.
- B.** RN shall act as a Locum Tenens in that their employment is limited solely to the terms of this Agreement. There is no expectation that the Provider will become an employee of the Dahl Memorial Clinic or the Municipality or receive employee benefits of the Municipality.
- C.** RN shall perform the duties and responsibilities listed in the Job Description, which is attached hereto and made a part hereof, and such other duties and responsibilities as may be assigned to the RN from time to time by the Medical Director or Clinic Executive Director or their designee. RN shall be prohibited, without prior written consent of the Clinic, from performing such duties and responsibilities at any other health care facility or organization during the Term of this Agreement.
- D.** RN shall be subject to the direction of Medical Director for Dahl Memorial Clinic for clinical and administrative matters in the proper discharge of RN’s duties and responsibilities.
- E.** RN shall devote sufficient time and effort to the proper performance of RN’s duties and responsibilities under this Agreement. Such time and effort shall include no less than forty (40) hours employment per week as a Registered Nurse, documented routine absences excepted. On call duties shall be shared with other medical support staff. Performance of such duties shall be in accordance with recognized and accepted nursing standards, the policies and procedures of the Clinic, any By-Laws and Rules and Regulations of the Clinic’s Medical Staff, requirements of other entities which accredit, regulate or license the Clinic and its programs, and all applicable federal, state and local laws and regulations. RN shall not knowingly or intentionally or negligently engage in any activity, which would cause the Clinic to lose its licensure, accreditation, or participation in the Medicare and Medicaid programs, or that would be detrimental to the Clinic.
- F.** RN shall conscientiously, diligently, in good faith, and to the best of the RN’s ability, experience and talents perform all the duties and responsibilities required of the RN pursuant to the express

terms of this Agreement to the reasonable satisfaction of the Clinic. The RN further agrees to faithfully observe the terms of this Agreement.

- G.** RN shall be licensed to practice nursing in the State of Alaska. The RN's clinical privileges at the Clinic shall terminate automatically upon termination of this Agreement for any of the reasons specified in Section III, B, 1 through 8 of this Agreement.
- H.** RN shall provide professional services to Clinic patients at any time upon request by a member of the Clinic Medical Staff. The RN shall be prohibited from engaging in private practice of nursing during the Term of this Agreement. The RN understands and agrees that they are exempt under the Fair Labor Standards Act (FLSA) or any similar Alaska state law related to overtime or other provisions related to compensation.
- I.** RN shall maintain in legible form medical charts and records, and provide the Clinic in a timely manner all medical information under the RN's control necessary for it to render bills to patients for Clinic services and to effect applicable third-party reimbursement. The failure to comply with this provision constitutes a material breach of this agreement and may subject RN to immediate termination in the sole discretion of the Clinic.
- J.** RN shall participate, if requested by the Clinic, in the Quality Assurance, Risk Management, and Infection Control programs and procedures of the Clinic, and shall cooperate and assist with all accreditation and licensure surveys and reviews, including preparation of reports and documentation.
- K.** RN 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 DMC policies and procedures regarding release of information.
- L.** RN 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.

II. TERMS

- A.** Term of this Agreement shall be for a period commencing on May 9, 2022 through [September 30, 2022](#) (hereinafter the "Expiration Date"). This Agreement shall terminate automatically at the end of this term. The term may be extended in the sole discretion of the Clinic in writing with an amendment signed by both parties or a new contract. Any amendment or new contract may also include changes to these terms and conditions. RN acknowledges and agrees that they have no expectation of any extension of this agreement or a new contract and that no extension or new contract has been promised to them or implied to them.
- B.** Notwithstanding this provision, this Agreement may be terminated as provided in Article III of this Agreement. The RN and Executive Director shall agree on a clinic schedule for work within the timeline stated above. RN agrees they will work no less than five days a week with call shifts from May 9, 2022 to June 25, 2022, from August 1, 2022 to August 14, 2022, [and from](#)

August 21 to September 30. All other time will be agreed upon between the Executive Director and RN.

III. **TERMINATION**

- A. This Agreement shall run for the Term or any renewal thereof unless earlier terminated as provided herein.
- B. **Automatic Termination.** This Agreement shall terminate automatically upon the occurrence of any of following events:
1. Mental or physical disability of RN for any reason that renders RN unable to effectively perform his responsibilities under this Agreement.
 2. Suspension or revocation of RN's practicing license by final action of the Alaska State Nursing Board;
 3. Conviction of RN of a felony or any other illegal conduct determined by the Clinic to be potentially detrimental to the business or reputation of the Clinic, in the Clinic's sole discretion.
 4. If RN engages in misconduct related to the care of patients, or not in keeping with the standard of care of patients, in the sole discretion of the Clinic;
 5. Any conduct, action, or omission that potentially exposes the Clinic to investigation and/or penalties related to Medicare or Medicaid reimbursements;
 6. Violation of any HIPAA related laws or regulations;
 7. Death of RN;
 8. Upon any change in the funding of the Clinic, or loss of funding of the Clinic. RN acknowledges and agrees that the Municipality has no obligation to operate the Clinic or provide any funding to the Clinic, and the Municipality may choose to not fund the Clinic at any time at its sole discretion.
- C. **Termination for Cause**
1. Mental or physical disability of Provider for any reason that renders Provider unable to effectively perform his/her responsibilities under this Agreement
 2. Provider's license to practice medicine in Alaska is suspended, revoked, canceled or limited;
 3. Conviction of Provider of a felony or any other illegal conduct substantially detrimental to the business or reputation of the Clinic;
 4. The malpractice insurance provided in Section 6, Insurance, of this Agreement becomes unobtainable due to acts or conduct of the Provider;
 5. Provider is convicted of violating a statute or law of the State of Alaska, another state or the United States, which statute or law relates to the practice of medicine.
 6. If Provider 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 thereof from the Clinic, the Clinic 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 Provider a written notice of termination which maybe be made effective immediately.
- D. **Other Termination.**

1. This Agreement may be terminated at any time upon the written mutual consent of the parties.
 2. Clinic may terminate at any time with or without cause. RN acknowledges and agrees they are an AT WILL employee;
 3. This Agreement may be terminated by the Provider, by giving written notice of not less than thirty (30) days to the Clinic.
- E. All obligations of the Clinic under this Agreement shall terminate immediately upon termination of this Agreement.
- F. RN hereby expressly agrees and understands that RN's obligations not to disclose confidential information, as set forth in Article VII of this Agreement, shall continue in full force and effect after termination of this Agreement and notwithstanding termination of this Agreement.

IV. **COMPENSATION**

- A. **Contract pay:** The Clinic shall pay and the RN shall accept in payment for RN's services hereunder, compensation at a rate of eight hundred dollars (\$800.00) per day worked, including one travel day at the beginning and end of the clinic assignment, payable bi-monthly on the date of the assembly check runs, which is typically the first and third Thursday of each month.
- B. **On Call Pay:** RN will be compensated \$10.00 for each 1-hour shift that they are required to be "on call". This will be clearly recorded on time sheets on the day of the occurrence and paid during the appropriate time period. On Call Pay shall not apply to any regularly scheduled work.
- C. **Travel:** The Clinic shall reimburse RN for travel roundtrip from Idaho Falls, ID to Skagway, AK, not to exceed \$3000. This amount will cover transportation to and from the airport, airline travel, excess baggage fees and any hotel stays necessary to make connections. Receipts must be submitted in writing to the Executive Director for approval and reimbursement.

V. **BENEFITS**

- A. Position is a contract position and the benefits programs available to the employees of the Municipality are not available to the RN, unless specifically designated in this Agreement.
- B. Housing will be provided by the Municipality of Skagway while the locum is working for Dahl Memorial Clinic. All utilities and Wifi at the housing will be paid by the Clinic.
- C. RN 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.

VI. **INSURANCE**

RN recognizes the importance of claim prevention and agrees to participate in and follow the risk management policies and procedures of the Clinic, the Clinic's current malpractice insurer, or any future malpractice insurer. For the period ending December 31, 2020, the Clinic is qualified for medical

malpractice coverage under the Federal Torts Claims Act (FTCA), which applies to contract employees of the clinic. The Municipality is not providing separate or independent medical malpractice coverage for RN.

VII. CONFIDENTIALITY

- A. Unless required to do so by law, RN 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 or future plans of the Clinic, or any of its subsidiaries or affiliates, 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, its subsidiaries or affiliates. The parties hereto 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, its subsidiaries and affiliates and the goodwill each maintains, and that any breach of the terms of this paragraph 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 RN whether predicated on this Agreement or otherwise, shall not constitute a defense to enforcement of this provision.

VIII. RETURN OF CLINIC OR MUNICIPALITY INFORMATION AND PROPERTY

- A. Upon termination of this Agreement for any reason whatsoever, RN shall return to the Clinic all equipment, books, records, lists and other written, typed or printed materials, whether furnished by the Clinic or prepared by RN, which contains any information related to the Clinic, its subsidiaries and affiliates, and it's or their business, activities, or existing or prospective customers or clients, and RN shall neither make nor retain any copies of such materials after termination of this Agreement without the prior written consent of the Clinic Executive Director. Any computer equipment provided to the RN by the Clinic shall be used only for the business purposes of the Clinic. The RN shall not delete or otherwise destroy or alter any computer information, including e-mails, after termination of this Agreement. The RN shall not be entitled to the preservation of or deletion of any information on any computer equipment, including e-mails, upon termination.
- B. Upon termination of this Agreement, RN shall immediately return any and all equipment of any kind furnished by the Clinic, including but not limited to any laptop, cell phone, or iPad, and RN agrees that RN shall not remove or delete any information from the Clinic-provided equipment before returning the equipment.

IX. REMEDY FOR BREACH

The parties recognize that the services to be rendered by RN hereunder will of necessity provide the RN with specialized knowledge of the Clinic, its subsidiaries and affiliates, and that the Clinic will be irreparably harmed in the event the RN were to use the RN's special skill, knowledge and talents and the

RN's knowledge of the Clinic, its subsidiaries and affiliates, in competition with the Clinic, its subsidiaries and affiliates, or for the benefit of or in capacity of a competitor of the Clinic, its subsidiaries and affiliates, in violation of this Agreement. In such event, the Clinic, 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 hereof by the RN or to enjoin the RN from breaching the provisions hereof.

X. ASSIGNMENT

The services to be provided hereunder constitute personal service and therefore this Agreement shall not be assignable or assigned by the RN.

XI. COOPERATION REGARDING CLAIMS AND LITIGATION

RN shall fully cooperate in assisting the Clinic 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.

XII. AGENCY

RN has no authority to impose or bind the Clinic to any obligation, duty, or act without the prior written consent of the Clinic. The RN has no actual or apparent authority to act on behalf of the Clinic or the Municipality.

XIII. GOVERNING LAW

This Agreement has been negotiated and executed in the State of Alaska, and the laws of Alaska shall govern its construction, interpretation and validity. The Superior Court for the 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 in any way to this Agreement or any performance or non-performance under this Agreement. Venue for trial in any action shall be in Skagway, Alaska. RN specifically waives any right or opportunity to request a change of venue from Skagway, Alaska for trial pursuant to A.S. 22.10.040.

XIV. 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.

XV. ENTIRE AGREEMENT; AMENDMENT

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 or existing agreements.

XVI. 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.

XVII. WAIVER

No waiver of any breach shall be valid or binding unless approved in writing by the non-breaching party. Forbearance or indulgence by the non-breaching 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 non-breaching 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.

XVIII. CHANGES IN LAW

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

XIX. ACKNOWLEDGEMENT OF REPRESENTATION

RN acknowledges that they have had a full opportunity to consult with attorneys of her choice before signing this Agreement. RN acknowledges that they are not relying on any statements or representations made by any employees, representatives, officers, consultants, or Board members of the Clinic, the Mayor, or Assembly members of the Municipality in entering this Agreement. RN further acknowledges that they have not received and is not relying on any legal advice or representations by the Municipality's attorneys.

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

WITNESS:

By: _____
Andrew Cremata, Mayor
Municipality of Skagway

Date: _____

WITNESS:

By: _____
Audrey Ferrin, RN

Date: _____