

PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into by and between the City of Orange Beach (“City” or “Orange Beach”), an Alabama Class 8 municipal corporation, and William Beazley, D.O., (“Provider”), a physician licensed by the State of Alabama, on this the _____ day of _____, 2023.

FINDINGS.

1. The City of Orange Beach is authorized by *Ala. Code* § 11-40-1 to enter into contracts for municipal and public purposes.
2. Orange Beach, by and through its Fire Department (OBFD), is an Alabama-licensed Emergency Medical Provider Service (EMPS) under the Alabama Department of Public Health as those services are defined in Chapter 420-2-1 of the Alabama Department of Public Health Emergency Medical Services Administrative Code.
3. Rule 420-2-1-.05(h) of the Administrative Code requires the City to engage a Service Medical Director (SMD) to be responsible for medical direction and oversight for the day-to-day operations of the City’s EMPS.
4. Provider meets the qualifications for a SMD as set out in Rule 420-2-1-.15 and wishes to serve as the City’s SMD.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

ARTICLE I. SCOPE OF WORK.

1. Provider shall provide EMPS medical oversight for the OBFD.
2. Provider avers that he possesses a current license to practice medicine from the Medical Licensure Commission of Alabama and a current unrestricted Drug Enforcement Agency (DEA) number and an unrestricted Alabama controlled substances certificate.
3. Provider shall provide oversight to ensure that all Emergency Medical Services Personnel (EMSP), for which he provides direction, are properly educated and licensed pursuant to these rules.
4. Provider shall provide oversight to ensure that all EMSPs, over which he provides direction, follow the Board approved Statewide Treatment Protocols.
5. Provider shall provide oversight to ensure that an effective method of quality assurance and improvement is integrated into the EMPS for which he provides direction, day-to-day patient care delivery.
6. Provider shall provide oversight to ensure that the EMPS for which he provides direction are in compliance with the Chapter 420-2-1 of the Alabama Department of Public Health Administrative Code.
7. Provider shall have the authority to remove and/or provide remedial education to any EMSP working under his license, and shall notify the OEMS&T of each occurrence.

ARTICLE II. QUALIFICATIONS.

1. Provider avers that he is board certified by the American Board of Emergency Medicine, and further agrees that he shall maintain his board certification in Emergency Medicine throughout the term of this Agreement and any extension thereof.
2. Provider avers that he has completed the Alabama EMS Medical Director Course and has been issued an Office of Emergency Medical Services and Trauma (OEMS&T) Medical Direction Physician Identification (MDPID) number.

ARTICLE III. TERM OF THE AGREEMENT.

The term of this Agreement shall be for one year, beginning on the date of its execution by the Mayor. The City may, in its sole discretion, renew this agreement for two additional one-year terms by providing notice to the Provider of its intent to renew.

ARTICLE IV. COMPENSATION.

City agrees to compensate Provider for the services as set forth herein, a total maximum amount of \$21,600.00 per year, payable at the rate of \$1,800.00 per month. The total maximum amount includes the complete and satisfactory performance of all the Services specified in this Agreement and annual continuing education.

ARTICLE V. OTHER PROVISIONS.

1. **Annual Dues.** City agrees to pay for or provide reimbursement for National Association of EMS Physicians annual dues not to exceed \$400.00 per year.
2. **Insurance.** City agrees to have in place EMS Medical Director Professional Liability Insurance and General Liability Insurance in the limits as attached for the entire term of this Agreement, and any extension thereof.
3. **Breach.** In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for those services satisfactorily rendered. In the further event that City shall engage the services of any attorney to protect or to enforce its right with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
4. **Indemnification.** Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of his performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

5. **Entire Agreement.** This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
6. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Alabama and venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Baldwin County, Alabama.
7. **Licenses, permits, etc.** Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.
8. **No Agency Relationship Established.** Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Provider in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Provider. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.
9. **No assignments.** Provider hereby acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Provider shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the City; which consent shall be granted or denied solely at the City's discretion.
10. **Compliance with Federal and State law/ Patient Information.** Provider agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Agreement and any extension thereof, including all laws related to the protection of personal patient information.
11. **Records and Inspections.** Provider shall maintain complete and accurate records with respect to all matters performed pursuant to this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of Provider. Such inspections shall not be in violation of confidentiality guarantees provided for herein.
12. **Method of Payment.** Provider shall provide two copies of any invoice, upon satisfactory completion of service to the Fire Chief, Orange Beach Fire Department, 25855 John Snook Drive, Orange Beach, Alabama, 36561.
13. **Termination of Agreement.** The City or Provider may terminate the contract, with or without cause, upon thirty (30) days' written notice. Notice to be provided pursuant to paragraph 17 of this Agreement. The City shall not be liable for payment to the Provider for any lost profit or other damages, as the result of early termination of the contract.
14. **Waiver.** Failure of City to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of City.
15. **Third-Party Beneficiaries.** It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.
16. **Amendment in Writing.** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, approved by the City Council and properly executed by all of the parties.

17. **Notices.** All notices, bill, invoices, reports and correspondence required by this Agreement shall be sufficient if sent by the parties hereto in the U.S. Mail, postage prepaid, thereon to the addresses noted below:

City: Fire Chief
Orange Beach Fire Department
25855 John Snook Drive
Orange Beach, AL 36561

Copy to: City Clerk
Post Office Box 458
Orange Beach, AL 36561

Provider: William Beazley, D.O.
205 Pecan Avenue
Fairhope, AL 36532

18. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be in a court of proper jurisdiction in Baldwin County, Alabama.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of City of Orange Beach, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

CITY OF ORANGE BEACH, ALABAMA
A Class 8 Municipality

By: Tony Kennon, Mayor

Attest:

Renee Eberly, City Clerk

I agree to comply with the terms set forth above, and so attest with my signature.

William Beazley, D.O.

Date: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the Undersigned Notary Public in and for said County and State, hereby certify that Tony Kennon, Mayor, and Renee Eberly, City Clerk, whose names are signed to the foregoing instrument, and who are known to me on this date that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2023.

Notary Public
My Commission Expires: _____

(SEAL)

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the Undersigned Notary Public in and for said County and State, hereby certify that William Beazley, D.O., whose name is signed to the foregoing instrument, and who is known to me on this date that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2023.

Notary Public
My Commission Expires: _____

(SEAL)