

State of Alabama)
County of Baldwin)

**CONTRACT FOR PROFESSIONAL EMERGENCY MEDICAL
AND AMBULATORY SERVICES**

This Contract for **Professional Emergency Medical and Ambulatory Services** is made and entered into by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter "COUNTY") and MedStar EMS, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, Baldwin County, Alabama, by reason of its geographical situation, is exposed from time to time to the threat and landfall of hurricanes; and

Whereas, said hurricanes have been, and are anticipated to be, of such scope and severity, that declarations of emergency, from local, state, and federal agencies, have been, and are anticipated to be necessary; and

Whereas, County undertakes to provide various shelters for the occupation and protection of persons in need during the event of said hurricanes; and

Whereas, County desires to have stationed at said shelters professional emergency medical and ambulatory services, including personnel and equipment; and

Whereas, Provider is an Alabama corporation in the business of providing, and is licensed by the State of Alabama to provide, emergency medical and ambulatory services within Baldwin County; and

Whereas, Provider is ready, willing and able to station emergency medical and ambulatory services, including personnel and equipment, at shelters established by County in the event of hurricanes and local declarations of emergency as aforesaid, and County desires to retain Provider to so station said services as an independent contractor; and

Whereas, the parties now wish to enter into this Contract for Professional Emergency Medical and Ambulatory Services relating to the provision of services at the Baldwin County Board of Education-owned facilities contemplated herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, the stationing of **professional emergency medical and ambulatory** services, including personnel and equipment, as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall commence performance of the said services as and at the times outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. **For the purpose of this contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.**
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the

COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

- VIII.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- IX.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X.** Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII.** Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be

withheld or granted in the sole discretion of the COUNTY.

XIII. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Notice. The COUNTY will seek to provide 12 hours advance notice of the need for the PROVIDER to activate their services. Such notice can either be verbal or in writing. Other notices required herein shall be in writing, unless otherwise allowed, and said notices shall be deemed effective when received at the following addresses:

PROVIDER: MedStar EMS
111 West Camphor Avenue
Foley, AL 36535

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

XV. Services to be Rendered and Timing thereof.
a) PROVIDER is retained by the COUNTY to station at each storm and hurricane shelter, including without limitation those shelters designated below and including special needs shelters, professionally-qualified emergency medical and ambulatory services, including personnel and equipment. The parties acknowledge and agree that PROVIDER shall provide the services hereunder immediately upon, and only in the event County establishes and opens any of the said shelters, and for each and every such shelter, in relation to a declared local emergency, and only for so long as each such shelter remains open at the sole discretion of County. The parties acknowledge and agree that Provider will coordinate and communicate with the Baldwin County Emergency Operations Director, in the provision of all

services contemplated herein. The general scope of work for the services will encompass:

Transport Crew Stationed at each open shelter facility at a cost not to exceed 100.00 per hour. Each unit will have one EMT and one Paramedic and necessary equipment to respond to and facilitate medical emergencies, and to conduct transports as necessary. The unit will be stationed from opening until closing of the shelter facility. The following shelter facilities, and such other facilities as COUNTY may designate from time to time, are the subject of this agreement, and will be opened on an as - needed basis.

- i. Baldwin County Coliseum
- ii. Central Baldwin Middle School
- iii. Daphne East Elementary School
- iv. Fairhope High School
- v. Fairhope Satellite Courthouse
- vi. Foley High School
- vii. Foley Satellite Courthouse
- viii. Robertsdale High School

The scope of services provided under this agreement shall be limited to the stationing and ready availability of professional emergency medical and ambulatory personnel and equipment to provide such services as aforesaid. County shall not be responsible or liable, by way of compensation or otherwise, for Provider's provision of emergency medical and ambulatory services to occupants of said shelters.

- b) PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- c) PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- d) PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVI. General Responsibilities of the COUNTY.

- i. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- ii. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XVIII. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all services performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XIX. Compensation. Compensation to PROVIDER for services hereunder shall be paid at a rate not to exceed \$100.00 per hour, per facility, total. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XX. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for

payment in a timely manner.

XXI. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate on December 31, 2010 or, if earlier, upon a written notification of termination received by either party within the required thirty (30) day period. In the event that this Agreement expires on its own terms, it shall automatically renew without further actions of the Parties hereto.

XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIII. Indemnification. Provider shall indemnify, defend and hold County and its affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively, "Released Parties") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County or any Released Parties, as a result of or in any manner related to the Provider's provisions of services hereunder or the provision of medical and ambulatory services, or any act or omission, by Provider.

XXIV. Number of Originals. This Agreement shall be executed with two originals, both of which are equally valid as an original.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

Frank Burt / 8/30/08
FRANK BURT JR., Chairman /Date

Michael L. Thompson
Michael L. Thompson /Date
Administrator

MEDSTAR EMS

By [Signature]
Its GENERAL MANAGER / 8/30/08
Date

State of Alabama)
County of Baldwin)

I, Renee Cook, Notary Public in and for said County, in said State, hereby certify that, Johnnie Surdie, an individual who is known to me and whose name is signed to the foregoing instrument as Gen mgr of MEDSTAR EMS, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this the 30th day of August, 2008

Subscribed and sworn to before me in my presence, this 30th day of August 2008, a Notary Public in and for the County of Baldwin State of Alabama
Renee Cook
(Signature) Notary Public
My commission expires 3/20, 2012

Renee Cook
Notary Public