BID #WG22-66 SPECIFICATIONS

The Baldwin County Commission is soliciting bids for Baldwin County Correctional Facility for Off-Site Inmate Healthcare Billing Services. The contractor shall provide all materials and services necessary in the performance of the bid specifications.

These specifications shall be construed as minimum requirements. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidders shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, labor, materials, equipment, and services required.

Award will be to the lowest responsible bidder meeting specifications. Is it not the policy of the Baldwin County Commission to purchase based on low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form.

Any questions or inquiries regarding this bid must be submitted by e-mail to the Baldwin County Purchasing Director, Wanda Gautney at <u>wgautney@baldwincountyal.gov.</u> All questions must be submitted by <u>September 30, 2022.</u>

INTENT TO AWARD TO ONE BIDDER

It is the County's intent to award the bid to one Bidder.

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract of its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).

At the end of the contract, Contractor agrees to handle any remaining claims that occurred or arose during the term of the contract and will be paid based on the discount received on those claims in accordance with the bid and not based on inmate population or any other factor of compensation, unless the Baldwin County Commission, by written notice to the Contractor, releases and relieves the Contractor from this requirement.

No bid may be withdrawn for a period of thirty (30) days following the bid opening, unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BACKGROUND

Baldwin County is located on the northern Gulf of Mexico between Mobile, Alabama and Pensacola, Florida. The county has some 1600 square miles and is one of the largest counties east of the Mississippi River. The county seat is the city of Bay Minette located in a rural area in the northern part of the County.

The Baldwin County Corrections Center, BCCC, (the jail) is located at 200 Hand Avenue in Bay Minette and covers most of a full city block, 1 block north of the Baldwin County Courthouse. It is a 651bed designed indirect supervision facility with 142 Corrections Officers and employees. The BCCC has been incrementally constructed over the past 50 years or so and currently is fully self sustaining. There are several wings and areas of the facility including a 6-story high rise section all constructed at different times as inmate bed space requirements have increased.

The average daily population of the facility is 587 and the population exceeds 600 several times each year. In addition, the facility processes some 11,500 persons into and an equal number out of the facility each year.

Present correctional medical services consist of:

- Nursing coverage: Monday through Sunday 24 hours per day.
- Medical staff: One H.S.A, One RN on site 24/7, Two LPNs on site 24/7; one Medical Assistant; one Dental X-Ray technician (8 hours/week); one Mental Health Therapist (40 hours per week); one Medical Doctor 8 hours per week on-site and on call 24/7, Dentist twice a month.
- Physician coverage: Our Medical contract provider has one physician on contract who comes to the Corrections Center once a week and is on call 24/7.
- We have a health care unit with two examination rooms and two dental chairs.
- We have a three (3) bed infirmary in our health care unit. Some acute illness requiring direct/hands-on nursing/medical care/treatment is provided by our medical contract provider and those that they cannot handle is provided by a local hospital.
- Off-site emergency medical care/treatment, as required, is provided at local emergency rooms/hospitals. We use local EMT services to provide emergency transport when needed.
- Off-site specialty services are arranged as ordered by our physician with local providers/physicians/hospitals/health departments.
- Our current Medical Provider orders medical/dental supplies through their contracted vendors and the County Commission orders medical/dental equipment. through our approved vendors.
- Medications are provided by our medical contract provider.
- CLIA waived laboratory procedures are performed on-site. Non-CLIA waived non-emergent laboratory procedures/requests are sent by our medical contract

provider to their contracted laboratory provider. Emergent/STAT laboratory procedures/requests are taken to a local hospital's laboratory.

• Our Medical contract provider has some radiology services provided on site by their provider and some are done off-site at North Baldwin Infirmary's Radiology Department.

1. SCOPE

1.1 The intent of this invitation is to obtain competitive proposals from qualified contractors to provide off-site inmate medical services for the Baldwin County Corrections Facility. The contractor is required to be a non-risk bearing PPO, who's primary focus is off-site medical discounts, as opposed to a business model with on-site medical care.

1.2 The selected Contractor will be required to assume responsibility for all services offered. Baldwin County will consider the selected Contractor to be the sole point of contact regarding the contractual matters, including payment of all charges resulting from the contract.

2. DESCRIPTION OF SERVICES

2.1 Baldwin County Correctional Facility is seeking a contractor to provide off-site health care services network that can re-price the County's inmate medical bills to reductions based on PPO contracts and provider negotiations, administration, and an injury tracking/inmate medical reporting software program.

2.2 Contractor shall make available a comprehensive provider network having sufficient numbers and types of contracted physicians, hospitals, other health care providers as necessary to render medically necessary and cost-effective medical treatment on an off-site basis to inmates for Baldwin and the surrounding counties. Such treatment shall be in accordance with County healthcare standards. Contractor shall provide for provider network accessibility for the County inmates on a statewide basis.

2.3 The full-service inmate medical tracking system will allow the following items to be measured: inmate personal data, types of procedures done, charges, type of injuries, and all notes from provider/hospitals are recorded in a centralized location. The contractor will provide a designated Contract Administrator Monday-Friday between 8:00am - 5:00pm CST to provide these services. A workflow process will be in place from the moment the inmate presents with a medical problem until he/she is released from the medical issue and the case is closed. All physicians' notes will be documented along with dictation for the visits for the County. The contractor will provide this as a hosted secure web application and will be responsible for providing and housing all hardware/software. The contractor will be responsible for ensuring the security and integrity of the data within the system. The contractor will be responsible for implementing and ensuring compliance with all HIPAA requirements.

2.4 Contractor shall provide discounts from charges of network providers for covered services as defined in the ITB. The contractor shall provide a comprehensive network of providers with contracted discount arrangements favorable to the County.

2.5 It is the Contractor's responsibility to determine and comply with all state licensing and credentialing requirements and ensure the individual providers rendering healthcare delivery are appropriately licensed, certified, and credentialed, utilizing the URAC Accreditation program or in the URAC application process. All credentialed files shall be prepared and completed by the Contractor within these pre-designated times. A copy of each completed credentialed file shall be maintained by the Contractor and shall be available for on-site auditing or review upon request of the Contract Manager.

2.6 Contractor shall provide re-pricing of all Baldwin County bills in-house at contractor site. Contractor shall be responsible for security, integrity, and HIPAA compliance.

3. CONTRACT ADMINISTRATION

3.1 The contractor shall assign, in writing, a Contract Administrator throughout the life of this contract as the primary point of contact for the various departments of the County. The departments and user personnel shall direct all contract resolutions through the Contract Administrator, which includes specifications, pricing, shipping, reports, etc. The Contract Administrator may designate personnel within the company to provide requested information.

3.2 However, the County shall not contact other personnel with the company that is not familiar with the terms and conditions of the contract. The Contract Administrator shall be included on the Financial Response Form attached.

3.3 The County recognizes that changes will occur during the life of this contract. Therefore, if a change in the Contract Administrator is necessary, the contractor shall notify the Baldwin County Purchasing Officer, in writing, within 10 business days. The following information shall be submitted for the new Contract Administrator: Name, Title, Phone Number, Fax Number, and email address.

4. LISTING OF EXCEPTIONS

4.1 All exceptions to contract specifications must be itemized. Details concerning the exception must be clearly explained. Each exception will be considered by the County as to the degree of impact and total effect on the bid.

4.2 The County assumes that silence to exception indicates that the item(s) will comply with specifications as requested herein. Should the item(s) not comply, and the exception is not indicated, then the item(s) shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specification prior to acceptance. Should the item not comply, and an exception not taken, the

Contractor shall be held responsible to fulfill that specification. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of literature will not constitute the taking of an exception nor honor any specification changes.

5. COMPLETION OF PERFORMANCE

5.1 Unless otherwise extended by approved Change Order(s), Contractor shall complete its performance of this contract within the time specified.

6. WARRANTY

6.1 The contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation.

6.2 Acceptance of the work by the County will not relieve the contractor of the responsibility of subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor.

7. OWNERSHIP OF DOCUMENTS

7.1 Reports and all relevant data such as diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared during performance of the Services required by this Contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the Project except that Contractor shall have the right to retain copies of the same.

8. NEWS RELEASES BY CONTRACTOR

8.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the County. All proposed news releases shall be routed to the Purchasing Manager for review and approval by the County.

9. HOLD HARMLESS

9.1 The contractor who is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Baldwin County and the Baldwin County Sheriff's Department and their elected and appointed officers, employees, servants, representatives and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and

attorney fees that Baldwin County and the Baldwin County Sheriff's Department and their elected and appointed officers, employees, servants, representatives and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are more than the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants, representatives, and agents by the insurance coverage obtained and/or maintained by the contractor. The obligation of the Contractor pursuant to this section shall survive the termination or expiration of the resulting contract.

10. CONFLICT OF INTEREST

10.1 By signing the Professional Service Agreement, I certify that employees of this company or employees of any company furnishing material or subcontracting to do work on this Contract shall not engage in business ventures with employees of Baldwin County; nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Baldwin County.

10.2 Further, no employee of Baldwin County shall be financially interested or have any personal beneficial interest either directly or indirectly in the purchase or contract for any materials, equipment, or supplies, nor in any such firm, corporation, partnership, or association furnishing any such supplies, materials, or equipment to Baldwin County.

11. COMPLIANCE WITH STATUTES

11.1 The Contractor shall comply with all present/future laws, ordinances, rules, and regulations of any governmental entity pertaining to the supply of any items or services pursuant to this ITB and resulting Contract.

12. SELECTION CRITERIA

12.1 The selection process will be based on the responses to this Invitation to Bid, and any interviews required to verify the ability of the contractor to provide services in response to this document. Contractor will **not** be compensated for any part of the proposal submitting process.

13. AWARD OR REJECTION OF BIDS

13.1 The Contract will be awarded to the lowest responsible Bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept it. The Bidder to whom the award is made will be notified as soon as possible. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

14. BIDDER QUALIFICATIONS

14.1 The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

15. CONTRACT

15.1 The Bidder to whom award is made, must when requested, enter a written contract on the standard form as set out herein, within the period specified, or, if no period is specified, within ten (10) days after the required forms are presented to him for signature.

BID #WG22-66 RESPONSE FORM

Off-Site Inmate Healthcare Billing Services Page 1

Date:				
Out of State	or es No	_ If yes, _	Registration Number	
Company Name:				
Address:				-
Company Rep:			d or Printed)	-
Position:	· •	• 1	, 	_
Phone:				
Fax:			_	
Email:				
Financing through	another agenc	y beside	yourself $_$ or $_XX$ Yes No	
If yes, must attach from.	a copy of the t	financing	agreement and all cond	itions to this response
Financing Agency	Authorized Si	gnature		

Amount Bid

Network services fee _____based on a ____% savings plus \$_____monthly fee for the Inmate Medical Tracking Services

Any brochures or specification material that is being offered should be attached to this Response Form.

State of Alabama County of Baldwin)

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CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and [______ 1 (Hereinafter referred to as "PROVIDER").

The bid specifications are fully set forth as part of this contract.

WITNESSETH:

Whereas,

Whereas,

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. Definitions. The following terms shall have the following meanings:
 - i. COUNTY: Baldwin County, Alabama
 - ii. COMMISSION: Baldwin County Commission
 - iii. PROVIDER [CONTRACTOR, VENDER, SERVICE PROVIDER]:
- II. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall be on standby upon full execution of this contract. PROVIDER shall immediately commence performance of the services 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.

- **III.** <u>Recitals Included.</u> The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- IV. <u>Professional Qualifications.</u> 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.
- V. <u>No Prohibited Exclusive Franchise.</u> 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.
- VI. <u>Representation/Warranty of Certifications, Etc.</u> 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. The representation and warranty aforesaid are a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- **VII.** <u>Legal Compliance.</u> PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws, and regulations.
- VIII. <u>Independent Contractor.</u> 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 all federal and state income tax on any monies paid pursuant to this Contract.
- **IX.** <u>No Agency Created.</u> 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.

- X. <u>Unenforceable Provisions.</u> 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.
- **XI.** <u>Entire Agreement.</u> 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.
- **XII.** <u>Failure to Strictly Enforce Performance.</u> 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.
- **XIII.** <u>Assignment.</u> 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.
- **XIV.** <u>Ownership of Documents/Work.</u> 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.
- **XV.** <u>Notice.</u> Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

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

XVI. <u>Services to be Rendered.</u> PROVIDER is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of <u>Competitive Bid #WG22-66</u>, the same being expressly incorporated herein by reference, and without limitations will encompass:

"All provision and conditions and/or specifications listed/ stated in Competitive Bid #WG22-66 – Provision of Off-Site Inmate Healthcare Billing Services for the Baldwin County Correctional Facility".

i. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

ii. PROVIDER is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this Contract.

iii. 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.

XVII. General Responsibilities of the COUNTY.

i. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY 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.
- **XVIII.** <u>Termination of Services.</u> The COUNTY 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.

- **XIX.** <u>Compensation Limited.</u> The compensation to be paid to the PROVIDER shall be the full compensation for all work 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.
- **XX**. <u>Direct Expenses.</u> Compensation to PROVIDER for work shall be paid [specify applicable rate or lump sum]. 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
- **XXI.** <u>Method of Payment.</u> 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.

XXII. <u>Effective and Termination Dates.</u> This Contract shall be effective twelve (12) months and commence immediately upon the same date of its full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms, and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.] Notwithstanding the foregoing, at the expiration or

termination of this Contract, Contractor agrees to handle and process any remaining claims that occurred or arose during the term of the Contract and will be paid based on the discount received on those claims in accordance with the bid and not based on inmate population or any other factor of compensation, unless the Baldwin County Commission, by written notice to the Contractor, releases or relieves the Contractor from this requirement.

- **XXIII.** <u>Force Majeure.</u> The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of 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.
- **XXIV.** <u>Indemnification.</u> Provider shall indemnify, defend and hold County and the Baldwin County Sheriff's Department and their officials, affiliates, departments, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, 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, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. This indemnification shall survive the expiration or termination of this Agreement.
- **XXV.** <u>Number of Originals.</u> This Agreement shall be executed with three originals, both of which are equally valid as an original.
- **XXVI**. <u>Governing Law.</u> This Contract in all respects, including without limitation its formation, validity, construction, enforceability, and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. <u>Insurance.</u> Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and nonowner vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability

Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination, or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

	/	
JAMES E. BALL, Chairman	/ Date	

)

RONALD J. CINK, Budget Director /Date

State of Alabama

County of Baldwin)

I, ______, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2022.

Notary Public My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

	/
By	/Date
Its	

State of Alabama County of Baldwin

I, ______Notary Public in and for said County and State, hereby certify that _______as ________ of ______, whose _______name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date for and as an act of said ______.

GIVEN under my hand and seal on this the _____ day of _____, 2022.

Notary Public My Commission Expires