

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on **January 26, 2016 at 1:00 P.M., for the Provision of Off-Site Inmate Healthcare Billing and Consultant Services for the Correctional Facility for Baldwin County Commission. Bids will be opened on January 26, 2016 at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the January 26, 2016 at 1:00 P.M., deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is “received” at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **TWENTY-ONE (21)** pages. Bidders shall verify that they have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation shall be referred to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot, and does not guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Manager, Wanda Gautney at (251) 580-2520, if a reply is not received.

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid

submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, rules, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with the Code of Alabama, Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies**, and therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local, rules and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All bidders must provide proof of proper certification of authority, and any required registration to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid, said specifications shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated

in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Variations shall be treated likewise, i.e. shall be labeled "**VARIATION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate bid evaluation and tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

(1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when all other terms and conditions of the Alabama Competitive Bid Law are complied with.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or note of the United States. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the financing agency will be held to, and they agree to be bound by the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the bidder.

Bidders which return a **NO BID** statement shall write on the outside of the envelope, the **Bid Number (i.e. WG16-14) with "NO BID"** written underneath. The envelope will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, (**mailing address**) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507. The Commission cannot, and does not guarantee that bids sent by mail

or courier will be received on or before the bid opening day and time as indicated. Bids received after the deadline shall not be accepted and shall be returned to the bidder unopened.

All bids received must be in a sealed envelope plainly marked, **“WG16-14”** **“PROVISION OF OFF-SITE INMATE HEALTHCARE BILLING & CONSULTANT SERVICES.”** Bids submitted by Express/Overnight” services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, solely as determined by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period, but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of Alabama 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published, . . .” §39-1-1(f) Code of Alabama 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require

the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of Alabama 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 5th day of January, 2016.

Tucker Dorsey _____ s/s
TUCKER DORSEY, Chairman
Baldwin County Commission

BID #WG16-14 SPECIFICATIONS

The Baldwin County Commission is soliciting bids for Baldwin County Corrections Facility for Off-Site Inmate Healthcare Billing and Consultant 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 on the basis of 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 Manager, Wanda Gautney at wgautney@baldwincountyal.gov. All questions must be submitted by **Monday, January 25, 2016 at 2:00 P.M., CST.**

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 (2017 and 2018), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2016 contract of its intent to extend the contract. The prices for 2016 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 Sheriff's Corrections Center, BCSCC, (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 649 bed designed indirect supervision facility with 121 Corrections Officers and employees. The BCSCC 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 550 and the population exceeds 600 several times each year. In addition, the facility processes some 7,500 persons into and an equal number out of the facility each year. The magnitude and complexity of the operation can be illustrated for the lay person by saying that 605,000 hot meals are served each year – that is approximately 1,650 hot meals per day.

Present correctional medical services consist of:

- Nursing coverage: Monday through Friday 24 hours/day; Weekends and Holidays 8 hours (8:30 a.m. – 4:30 p.m.) nurse in house and on-call for after hours need.
- Medical staff : One R.N.D.O.N.; plus eight Nurses; (three RNs, four LPN's, and one open position); one Medical Assistant/Secretary; one Dental Assistant (8 hours/week); one Mental Health Counselor (8 hours/week); one Medical Doctor/Dentist (our Medical Doctor is a licensed Dentist).
- Physician coverage: We have approximately four hours of on-site physician coverage weekly, except for one week out of the month when on-site dental services are provided.
- We have a health care unit with two examination rooms and two dental chairs.
- We do not have an infirmary or medical holding/housing cells/rooms in our health care unit, but plans to provide for this service are being considered. Any acute illness requiring direct/hands-on nursing/medical care/treatment is provided by 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.
- We order medical/dental supplies/equipment through our contracted vendors.
- Medications are provided under a separate contract with a licensed pharmaceutical company.
- CLIA waived laboratory procedures are performed on-site. Non-CLIA waived non-emergent laboratory procedures/requests are sent to our contracted laboratory provider (LabCorp). Emergent/STAT laboratory procedures/requests are taken to a local hospital's laboratory.
- Radiology services are provided off-site at North Baldwin Infirmary's Radiology Department.

Event totals handled from January 1, 2015 through December 31, 2015:

• Total # of Inmate seen on Nurses' Sick Call:	1521
• Total # of Inmates seen on Physician's Sick Call:	869
• Total # of Inmates seen in Dental Clinic:	703
• Total # of Inmates requiring off-site special services:	162
• Total # of Inmates requiring ER services:	87
• Total # of Inmates requiring Hospital admission:	16
• Total # of Inmates requiring off-site Radiology procedures:	24
• Total # of Inmates requiring off-site Laboratory procedures:	10
• Total # of Inmates requiring Ambulance transports:	22

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 with regard to the contractual matters, including payment of any and 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 is able to 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 particular 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 in the course of 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 in excess of the sum of damages, costs and expenses which are paid out in 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 at the earliest possible date. 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 into 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#WG16-14 RESPONSE FORM

Off-Site Inmate Healthcare Billing and Consultant Services

Page 1

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

Company Rep: _____

(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or XX
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

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)

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 [_____] (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:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. 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. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. **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.**
- V. 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.
- VI. 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. The representation and warranty aforesaid is 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. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. 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.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. 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.** 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII.** 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.
- XIII.** 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.
- XIV.** 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.
- XV.** Notice. 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. Services to be Rendered. PROVIDER is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services shall include all the terms and conditions of **Competitive Bid #WG16-14**, 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 #WG16-14 – Provision of Off-Site Inmate Healthcare Billing and Consultant Services for the Baldwin County Corrections Facility”.

A. 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.

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

C. 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.

A. 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.

- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. 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. Compensation Limited. 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. Direct Expenses. Compensation to PROVIDER for work shall be per [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. 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.

XXII. Effective and Termination Dates. 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 Provider 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, Provider 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 Provider, releases or relieves the Provider from this requirement.

XXIII. Force Majeure. 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. Indemnification. Provider shall indemnify, defend and hold County, and its Commissioners, 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 Contract.

XXV. Number of Originals. This Agreement shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI. Governing Law. 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. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned 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 Contract until insurance is obtained, terminate this Contract 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:

_____/_____
TUCKER DORSEY, Chairman/Date

_____/_____
Ronald J. Cink, /Date
County Administrator/Budget Director

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County, in said State, hereby certify that, Tucker Dorsey, Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 _____, 2016.

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 _____, 2016.

Notary Public
My Commission Expires