

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

**THIS AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**, which results from PEEHIP RFP \_\_\_\_\_, entitled Request for Proposals for \_\_\_\_\_, is made and entered into effective \_\_\_\_\_, 2026, by and between Alabama’s Public Education Employees’ Health Insurance Board, on behalf of the Public Education Employees’ Health Insurance Plan (“PEEHIP”), and \_\_\_\_\_, hereinafter referred to as “Contractor”.

**RECITALS**

- A. PEEHIP issued an RFP for \_\_\_\_\_ services, and Contractor was awarded this contract based upon the terms of Contractor’s Proposal dated \_\_\_\_\_, 2024 (“Contractor’s Proposal”).
- B. The parties wish to enter into this Agreement to formalize the terms under which Contractor will provide the services.

**Now, Therefore**, in consideration of the foregoing and the mutual covenants of the parties contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Scope of Services.** Upon request of PEEHIP, Contractor shall perform the following services for PEEHIP \_\_\_\_\_ (“Services”):

**2. Consideration.** As consideration for the Services rendered pursuant to this Agreement, PEEHIP agrees to compensate Contractor in accordance with the rates and fees set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Contractor shall send detailed invoice(s) for all work in arrears as work is completed but no more frequently than monthly. PEEHIP shall have thirty days from receipt of an invoice from Contractor to render payment. Should PEEHIP dispute any invoiced amount, PEEHIP must deliver within thirty days of receipt of invoice written notice to Contractor detailing the specific facts and circumstances of the dispute and shall timely pay all undisputed amounts. The parties agree to work together in good faith to resolve any disputed amounts.

**3. Term.** This Agreement shall be for the period beginning \_\_\_\_\_, and ending \_\_\_\_\_.

**4. Approvals.** Contractor acknowledges and understands that this Agreement is not effective until it has received all required state government approvals, and Contractor shall not begin performing work hereunder until notified to do so by PEEHIP. Contractor is entitled to no compensation for work performed prior to the effective date of this Agreement.

**5. Independent Contractors.** Contractor acknowledges that Contractor is an independent contractor, and neither Contractor nor Contractor’s employees are to be considered employees of PEEHIP or entitled to benefits under the State of Alabama merit system.

**6. No State Debt, Etc.** Contractor acknowledges that the terms and commitments contained herein shall not be constituted a debt of the State of Alabama in violation of Article 11, Section 213 of the

Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provisions of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void and the remaining provisions shall continue to be valid and enforceable. Contractor may not assign this Agreement or any interest herein or any money due hereunder without the expressed written consent of PEEHIP.

**7. Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless PEEHIP, and their agents and employees (hereinafter collectively referred to as the “Indemnitees”) from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of, related to, or resulting from performance of the Services.

**8. Insurance.** Contractor agrees that Contractor shall maintain or obtain (as applicable), with respect to the activities in which Contractor engages pursuant to this Agreement, commercial general liability insurance, workers compensation insurance, employers’ liability insurance, automobile liability insurance, cyber security insurance, and professional liability (errors and omissions) insurance, in amounts reasonable and customary for the nature and scope of business engaged by Contractor. All insurance shall be provided by insurers licensed in Alabama, or in the state where Contractor resides, to provide the types of insurance required, and insurers must have an A.M. Best Rating of “A-” or better and a financial rating of Class VII or larger. Before beginning work, Contractor shall have on file with PEEHIP a valid Certificate of Insurance showing the types and limits of insurance carried. The foregoing coverages shall be maintained without interruption for the entire term of this Agreement. If requested by PEEHIP, Contractor agrees to name PEEHIP as additional insured on any applicable policies and shall state that this coverage shall be primary insurance for the additional insureds. PEEHIP reserves the right to require additional insurance coverage other than that listed herein as PEEHIP deems appropriate from time to time with a 30-day notice to Contractor.

Contractor must provide at least 30 days’ notice (10 days’ notice in the event of cancellation due to non-payment of premium) prior notice of any cancellation, non-renewal or material change to any insurance policy covered by this Agreement. If any such notice is given, PEEHIP shall have the right to require that a substitute policy(ies) be obtained prior to cancellation and replacement Certificate(s) of Insurance shall be provided to PEEHIP.

**9. Confidentiality and Ownership.** Contractor acknowledges that, in the course of performing its responsibilities under this Agreement, Contractor may be exposed to or acquire information that is proprietary or confidential to PEEHIP or PEEHIP’s members. Contractor agrees to hold such information in confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, without the express written permission of PEEHIP, other than for the performance of obligations hereunder or as required by applicable state or federal law. For purposes of this Agreement, all records, financial information, specifications and data disclosed to Contractor during the term of this Agreement, whether submitted orally, in writing, or by any other media, shall be deemed to be confidential in nature unless otherwise specifically stated in writing by PEEHIP.

Contractor acknowledges that all data relating to PEEHIP is owned by PEEHIP and constitutes valuable property of PEEHIP. PEEHIP shall retain ownership of, and all other rights and interests with respect to, its data (including, without limitation, the content thereof, and any and all copies, modification,

alterations, and enhancements thereto, and any derivative works, resulting therefrom), and nothing herein shall be construed as granting Contractor any ownership, license, or any other rights of any nature with respect thereto. Contractor may not use PEEHIP's data (including de-identified data) for any purpose other than providing the Services contemplated hereunder. Upon termination of the Agreement, Contractor agrees to return or destroy all copies of PEEHIP's data in its possession or control except to the extent such data must be retained pursuant to applicable law.

**10. State Immigration Law Compliance.** By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**11. Free Trade Clause.** In compliance with Ala. Code §41-16-5, Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**12. Economic Boycott Prohibition.** In compliance with Ala. Code §41-16-161, Contractor hereby certifies that Contractor, without violating controlling law or regulation does not and will not, during the term of this Agreement, engage in economic boycotts.

**13. Dispute Resolution.** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

Contractor acknowledges and agrees that PEEHIP is prohibited from indemnifying Contractor for any reason. PEEHIP does not release or waive, expressly or impliedly, PEEHIP's right to assert sovereign immunity or any other affirmative defense right it may have under state law. PEEHIP shall control the defense and settlement of any legal proceeding on behalf of PEEHIP, including the selection of attorneys.

**14. Proration.** Any provision of this Agreement notwithstanding, in the event of failure of PEEHIP to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State of Alabama or PEEHIP to make such payment (proration of appropriated funds for the State of Alabama having been declared by the governor pursuant to Ala. Code §41-4-90), Contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the Agreement (extending or changing payment terms or amounts) or terminating the Agreement.

**15. Non-Appropriation of Funds.** Pursuant to Ala. Code §41-4-144(c), in the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement may be cancelled, and Contractor shall be reimbursed for the reasonable value of

any non-recurring costs incurred but not amortized in the price of the services being delivered under the Agreement.

**16. Certification Pursuant to Act No. 2006-557.** Ala. Code §41-4-142 provides that every bid submitted, and contract executed, shall contain a certification that the supplier and all its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. Contractor hereby certifies it is in full compliance with §41-4-142 and acknowledges PEEHIP may declare this Agreement void if the certification is false.

**17. Open Records Law Compliance.** Contractor acknowledges and agrees that PEEHIP may be subject to Alabama open records laws or similar state and/or federal laws relating to disclosure of public records and may be required, upon request, to disclose certain records and information covered by and not exempted from such laws. Contractor acknowledges and agrees that PEEHIP may comply with these laws without violating any provision of Contractor's proposal or this final agreement.

**18. Applicable Law.** This Agreement shall be governed and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof.

**19. Termination.**

**Termination for Convenience.** This Agreement may be terminated for any reason by either party with the submission of a thirty day written notice of intent thereof.

**Termination for Default.** PEEHIP may terminate immediately all or any part of this Agreement by giving notice of default by Contractor if the Contractor (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of the Agreement or so fails to make progress as to endanger or hinder performance, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, PEEHIP's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

**20. Artificial Intelligence.** Contractor agrees that it will not, under any circumstance, provide PEEHIP information or PEEHIP member data to a generative Artificial Intelligence (AI) tool without the prior express written consent of PEEHIP following specific disclosure by Contractor of information to be disclosed to AI. Contractor agrees that it will provide prior written notification to PEEHIP regarding any potential AI utilization that may occur in relation to any portion of the services provided hereunder. Contractor further agrees that for any services and/or work product for which AI is utilized, Contractor will indicate in writing to PEEHIP that such services and/or work product involve AI utilization and will further indicate in writing to PEEHIP whether Contractor independently verified the accuracy, validity, and reliability of any and all AI assistance and/or output. Contractor understands and agrees that, in addition to any other indemnification obligation contained in this agreement, Contractor assumes full responsibility and liability regarding Contractor's use of AI in the performance of services and agrees to indemnify and hold harmless PEEHIP related to any errors resulting from the use of AI and/or Contractor's disclosure of confidential or health information to AI.

**21. Waiver.** The failure of PEEHIP to require performance of any provision of this Agreement shall not affect PEEHIP's right to require performance at any time thereafter, nor shall a waiver of any breach

or default constitute a waiver of any subsequent breach of default nor constitute a waiver of the provision itself.

**22. Entire Agreement.** It is understood by the parties that this instrument, including its exhibit(s), contains the entire agreement of the parties with respect to the matters contained herein (provided, however, that Contractor’s Proposal, and the attachments thereto (including without limitation Contractor’s best and final offer and Business Associate Agreement, if applicable) shall be incorporated herein for all practical purposes and further provided that to the extent there exists a direct conflict between this Agreement and any of the foregoing, this Agreement shall supersede as to the conflicting provision(s)).

**In Witness Whereof,** the parties have executed this Agreement effective as of the date first provided above.

\_\_\_\_\_  
Contractor’s EIN

Contractor: Public Education Employees’ Health Insurance Board, on behalf of the Public Education Employees’ Health Insurance Plan

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: David G. Bronner  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed and Approved as to Form:

Approved:

\_\_\_\_\_  
PEEHIP Legal

\_\_\_\_\_  
Kay Ivey  
Governor, State of Alabama

**Exhibit A**  
**Consideration**

PEEHIP shall pay to Contractor the following fees for any such services rendered at PEEHIP's request in accordance with the terms more specifically set forth in the Agreement: