

<<SAMPLE>> AGREEMENT TO PROVIDE <<PROFESSIONAL>> SERVICES

THIS AGREEMENT TO PROVIDE <<PROFESSIONAL>> SERVICES (THE "AGREEMENT"), which results from RFP <<____-____>> entitled Request for Proposal for <<Professional>> Services, is made and entered into effective <<_____, 2018>>, by and between the <<Teachers' Retirement System of Alabama and the Employees' Retirement System of Alabama, collectively the Retirement Systems of Alabama ("RSA")
/// Public Education Employees' Health Insurance Board, on behalf of the Public Education Employees' Health Insurance Plan of Alabama ("PEEHIP")>>, and <<Insert Contractor Name>>, hereinafter referred to as "Contractor".

Recitals

- A. <<To be drafted based upon RFP, Proposal, and services required>>.
- 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 <<RSA/PEEHIP>>, Contractor shall perform the following services for <<RSA/PEEHIP>> ("Services"):
 - a. <<To be drafted based upon RFP, Proposal, and services required>>.
 - b.
- 2. **CONSIDERATION.** As consideration for the services rendered pursuant to this Agreement, <<RSA/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 monthly detailed invoice(s) for all work in arrears. <<RSA/PEEHIP>> shall have thirty (30) days from receipt of an invoice from Contractor to render payment. Should <<RSA/PEEHIP>> dispute any invoiced amount, <<RSA/PEEHIP>> must deliver within thirty (30) 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.

The maximum compensation due to Contractor during the term of this Agreement shall not exceed \$ _____.

- 3. **TERM.** This Agreement shall be for the period beginning <<____>> and ending <<____>>. <<Depending upon RFP, possibly insert....The parties may, by mutual written consent, renew this Agreement for <<insert #>> additional one year terms upon the same terms and at the same fees contained herein>>.

- 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

under this Agreement until notified to do so by <<RSA/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 <<RSA/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 as 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 this 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 <<RSA/PEEHIP>>. Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment of the State of Alabama.

In the event of proration of the funds from which this Agreement is to be paid, the Agreement will be subject to termination by <<RSA/PEEHIP>>.

7. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless <<RSA/PEEHIP>>, its administrators, officers, directors, agents and employees (the "Indemnitees"), from and against any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from Contractor's performance of services under this Agreement and/or any other of Contractor's acts and/or omissions under this Agreement.

Contractor acknowledges and agrees that, notwithstanding anything to the contrary contained herein or in any other agreement between the parties hereto, <<RSA/PEEHIP>> shall not indemnify or hold harmless Contractor, its affiliates, administrators, officers, employees or agents. Contractor further acknowledges and agrees that <<RSA/PEEHIP>> shall not be liable to Contractor for any late fees, penalties, collection fees or attorney fees unless specifically agreed to in a writing signed by <<RSA/PEEHIP>>.

8. INSURANCE. Contractor agrees that Contractor shall maintain or obtain (as applicable), with respect to the activities in which Contractor engages pursuant to any Agreement that results from this RFP, general liability insurance and cyber security insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party. <<With certain services, specific limits and additional requirements will be inserted>>. The foregoing coverages shall be maintained without interruption for the entire term of this Agreement. Contractor shall deliver to <<RSA/PEEHIP>> evidence of such insurance on or before the date the Agreement goes into effect and annually thereafter. <<RSA/PEEHIP>> reserves the right to require additional insurance coverage than listed herein as <<RSA/PEEHIP>> deems appropriate with a thirty day notice to Contractor.

Contractor must provide at least thirty days (10 days 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, <<RSA/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 <<RSA/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 <<RSA/PEEHIP>> or the companies in which it invests. 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 <<RSA/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 <<RSA/PEEHIP>>.

Contractor acknowledges that all data relating to <<RSA//PEEHIP>> is owned by <<RSA/PEEHIP>> and constitutes valuable property of <<RSA/PEEHIP>>. <<RSA/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, modifications, 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 <<RSA/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 <<RSA/PEEHIP>> 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. BOYCOTT PROHIBITION. In compliance with Act 2016-312, 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. DISPUTE RESOLUTION. For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternate dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

13. OPEN RECORDS LAW COMPLIANCE. Contractor acknowledges that <<RSA/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 <<RSA/PEEHIP>> may comply with those laws without violating any provision of Contractor's proposal or this final Agreement. Contractor agrees to intervene in and defend any lawsuit brought against <<RSA/PEEHIP>> or any of its employees,

agents or directors, for their refusal to provide Contractor's alleged confidential and/or proprietary information to a requesting party. <<RSA/PEEHIP>> shall provide Contractor written notice of any such lawsuit within ten (10) days of receipt of service. Contractor shall intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that the information is confidential and/or proprietary and any and all claims against <<RSA/PEEHIP>> for disclosure of Contractor's alleged confidential and/or proprietary information.

14. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof.

15. TERMINATION.

TERMINATION FOR CONVENIENCE: This Agreement may be terminated for any reason by either party with the submission of a thirty (30) day written notice thereof.

TERMINATION FOR DEFAULT: <<RSA/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, <<RSA/PEEHIP>>'s liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

16. 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 matters contained herein; provided that the parties may choose to enter into letters of engagement periodically during the term of this agreement to more specifically delineate the parameters of the services. In such event, the order of precedence will be this contract first and then the letters.

<<17. ADDITIONAL CLAUSES AND SAMPLE CONTRACT CLAUSE DISCLAIMER. This form Agreement contains certain non-negotiable mandatory state law clauses as well as offers a starting point for negotiation of additional clauses and is included for the purpose of allowing proposers to an RFP to be aware of the foregoing clauses prior to submitting a proposal. RSA/PEEHIP reserves the right to change any of the clauses contained herein or insert additional clauses before sending a draft copy of the Agreement to Contractor.>>

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first provided above.

Contractor's Federal Tax ID Number

Conduent HR Consulting, LLC

By: _____

<<RSA/PEEHIP>>
By: David G. Bronner

Its: _____

Its: <<Secretary-Treasurer/Chief Executive Officer>>

Legally Reviewed and Approved by:

Legal Counsel for <<RSA/PEEHIP>>

Approved:

Governor Kay Ivey
State of Alabama

EXHIBIT A
CONSIDERATION

<<RSA/PEEHIP>> shall pay to Contractor the following fees in accordance with the terms more specifically set forth in the Agreement: