

**Contract for Services
between
The Alabama Board of Pardons and Paroles
And**

THIS AGREEMENT IS MADE BETWEEN the State of Alabama, Board of Pardons and Paroles ("ABPP" or "Bureau"), 100 Capitol Commerce Boulevard, Montgomery, Alabama 36117 and _____ hereinafter referred to as "Contractor" for and in consideration of the terms and conditions herein, hereby agree as follows:

1. Services. Contractor shall provide _____ services for two years in accordance with the guidelines, terms and conditions set forth in ABPP's RFP and Contractor's Proposal incorporated herein by reference. Services will be provided _____ upon the execution and effective date of this contract.
2. Consideration. As consideration for the services rendered pursuant to this Contract, ABPP agrees to compensate the Contractor an amount equal to the rates set forth in Contractor's Proposal. The total of this Contract shall not exceed \$_____ for two years. (Attachment B)
3. Term. This Contract shall commence on _____, or the date of the Governor's signature, whichever occurs later, and end two (2) years from the date of commencement. Upon written agreement of the parties the Contract may be extended at the discretion of ABPP to continue performing services in one year renewal increments. The total contract period of this Contract, including any extensions thereof, shall not exceed five (5) years. Any renewal will also require the Governor and/or her designee's signature to be effective under law.
4. Government Approvals Required. Contractor acknowledges and understands that this Contract is not effective until it has received all required state government approvals, and Contractor shall not begin performing work under this Contract until notified to do so by ABPP. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.
5. Condition of Payment. All services provided by the Contractor under this Contract must be performed to ABPP's reasonable satisfaction, as determined at the discretion of ABPP and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. ABPP will not be required to pay for work found to be unsatisfactory,

inconsistent with this Contract or performed in violation of any federal, state, or local statute, ordinance, rule, or regulation.

6. Invoices/Payment.

a. Contractor shall submit a detailed invoice for payment at the end of each month. The invoice must detail the type of services rendered, dates of service, individual and total amounts billed for the services, any applicable codes, and any other relevant or necessary information as directed by ABPP.

b. ABPP shall issue payment to Contractor through the State Comptroller's Office in a form approved by both parties, not inconsistent with state law, and in compliance with the State Department of Finance. Specifically, Contractor is required to register in STAARS (<https://procurement.staars.alabama.gov>) prior to performing any work under this Contract. Contractor has a duty to bill accurately and timely.

c. Contractor acknowledges that under the Alabama Department of Finance's Fiscal Policies and Procedures Manual, all invoices, or other demands for payment hereunder by ABPP to Contractor, which extend beyond the end of the fiscal year, do not encumber funds past that fiscal year and must be received by ABPP before the end of ABPP's thirteenth accounting period. Invoices or demands for payment received after that date for work and labor done within the fiscal year cannot be paid; payment in such instances must be sought through the Alabama Board of Adjustment.

d. Services exceeding those defined under the scope of this Contract will not be paid, unless expressly agreed to in advance, in writing, signed by both parties.

e. Invoice payments will conform to state fiscal year requirements notwithstanding any contrary provision, which may include prorating payments.

f. Payments delayed by ABPP at the beginning of the fiscal year because of the state's appropriation process will not be considered a breach of this Contract on the part of ABPP.

g. Contractor will not bill for any taxes unless a statement is attached to the invoice identifying the tax and showing why it is legally chargeable to the state. If it is determined that taxes are legally chargeable, ABPP will pay the tax as required.

h. ABPP will not be liable for payment of any costs associated with Contractor's preparation, supplies provided, services performed, or expenses incurred prior to the beginning of the term of this Contract (the effective date).

7. Termination. This Contract may be terminated for any reason by either party upon sixty (60) days written notice. ABPP shall have the right to terminate this Contract in whole or in part at any time because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all service affected (unless the notice directs otherwise), and (b) deliver to ABPP all data, reports, summaries, and such other information and material as may have been prepared for and/or accumulated by the Contractor in performing this Contract, whether completed or in process.

8. Confidentiality of Information. Because Contractor may have access to Board data and information of a privileged, confidential, and sensitive nature, in that both medical and psychological services are being provided to the extent the Contractor receives such information or data, it will not disclose it to anyone other than ABPP or its designated employees, except as may be expressly authorized by the Board or Board's designated representative in writing.
 - a. The Board's parole and probation files, records, and data are subject to an absolute governmental privilege, which the Board has a duty to uphold. *See* Ala. Code §§ 15-22-36(b), 15-22-53. Failure to uphold such privilege is a violation of state law. The Contractor shall not divulge, release, or disseminate Board records/data from probation and parole files to any person or entity who is not expressly authorized in writing by the Board or the Board's designee to receive it.

 - b. The Board also maintains certain sensitive information which would not be considered public records, including, but not limited to technical information (methods, processes, formulas, compositions, systems, techniques, inventions, machines, computer programs, and research projects), business information (vendor information, financial data, and system designs/plans), criminal history information, offender information, personally identifiable information, among other sensitive/non-public information. To the extent the Contractor receives or gains access to any such sensitive and/or non-public documents, records, data and/or information to perform the requirements of this Contract, the Contractor agrees that such information will be kept confidential may not, at any time, be used, distributed, copied, or provided to any third party or used for any purpose without express written approval of the Board or Board's designated representative.

 - c. The parties understand and agree that all medical and mental health records shall be treated as confidential so as to comply with all applicable state and federal laws, rules, and regulations regarding the confidentiality of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

and related regulations. Each party agrees that they will comply with HIPAA. When one party shares data with the other, the other party will (1) use it only for the intended purpose(s), (2) ensure that only those having need or right will have access to it, and (3) destroy or return such data to the other if and when necessary.

9. Insurance. Liability insurance will be the responsibility of Contractor. Contractor must file with ABPP a certificate from Contractor's insurer showing the amounts of insurance coverage carries and the risk covered thereby. For the duration of any executed contract, Contractor will maintain adequate insurance coverage and all such other insurance as required by applicable law. Evidence of such coverage will be provided to ABPP on an annual basis for the duration of the contract and/or renewals, prior to policy expiration.
10. Claims. Any alleged claim against ABPP for breach of this Contract or any other liability must be submitted to the Board of Adjustment of the State of Alabama, the exclusive means provided by the law of the State of Alabama for bringing a claim against a state agency.
11. Amendments. This Contract may not be amended or otherwise altered without the express written consent of the parties.
12. Assignment. This Contract shall not be assigned or transferred to any other person, group, organization, agency, or entity.
13. Independent Contractor. Contractor acknowledges that Contractor is an independent contractor, and neither Contractor nor Contractor's employees are to be considered employees of ABPP or entitled to benefits under the State of Alabama Merit System.
14. Proration. In the event of the proration of the fund from which payment under this Contract is to be made, the Contract will be subject to termination by ABPP.
15. Debt of State. It is agreed 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.
16. Constitutionality. It is further agreed that if any provision of this Contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

17. Employment of ABPP Staff. Contractor will not employ any person employed by ABPP at any time during the term of the contract to perform any work required under the terms of the Contract.
18. Contingency. It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds under the program for which this Contract is awarded.
19. Alternative Dispute Resolution. For any and all disputes arising under the terms of this Contract, the parties hereto agree when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by an appropriate third-party private mediator prior to filing a claim with the Alabama Board of Adjustment, if necessary.
20. Publication of Work. Contractor will not publish any findings based on data obtained from the operation of this Contract without the prior written consent of ABPP, whose written consent will not be unreasonably withheld. ABPP may release without consent of Contractor any document or data subject to release pursuant to the State of Alabama Open Records Law, requests by the State Legislature, or any other allied state agency. No research projects involving human subjects will be conducted without the prior written consent from ABPP. Furthermore, Contractor and ABPP must agree upon the conditions under which the research will be conducted, and the research will be governed by written guidelines prepared by ABPP. In every case, the written informed consent of such individuals who are subject of a research project will be obtained prior to their participation.
21. Work Standards. The Contractor shall execute its responsibility by following and applying at all times the highest professional and technical guidelines and standards. Contractor agrees that it will use its best professional judgment in the performance of all required services hereunder and that it will comply with generally accepted standards of practice in the community when rendering services.
22. Authority to Contract. Contractor warrants that (a) it is a validly organized entity with valid authority to enter into this Contract; (b) it is qualified to do business and in good standing in the State of Alabama; (c) entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; and (d) notwithstanding any other provision of this Contract to the contrary, there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

23. Waiver. The failure of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Contract shall not constitute a waiver of that right, term, or condition nor excuse a similar subsequent failure to perform any such term or condition.
24. Ethics Certification. The Contractor hereby certifies that entering into or providing service under this Contract will not violate any provision of the Alabama Ethics Act.
25. Conflicts of Interest. The Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no such person having such interest shall be employed or engaged.
26. Compliance with Law. With respect to all activities carried out under this Contract and/or on a ABPP property, the Contractor shall comply with all laws, rules, and regulations of duly constituted authorities having jurisdiction over such activities.
27. Inspection of Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by ABPP or the State of Alabama or the State's authorized designees. Copies shall be furnished at no cost to ABPP or the State, if requested.
28. Professional Judgment. The Contractor agrees that it will use its best professional judgment in the performance of all required services hereunder and that it will comply with generally accepted standards of practice in the community when rendering services.
29. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("Force Majeure Events"). When such a cause arises, Contractor shall notify ABPP immediately in writing of the cause of its inability to perform, how the Force Majeure event affects its performance, and the anticipated duration of the inability to perform. In the event of delays in delivery or in meeting completion dates due to Force Majeure Events, ABPP will extend such dates for a period not to exceed the duration of the delay caused by such

events, unless the ABPP determines that termination of the Contract is in the State's best interest.

30. Indemnification. To the extent of its obligations and abilities under law and is applicable insurance, the Contractor shall indemnify ABPP and ABPP's officers, directors, board members, agents, and employees for all costs, losses, judgments, damages, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, and omissions of Contractor or in connection with the performance of its professional services hereunder.
31. Debarment and Suspension. The Contractor certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
32. Drug-Free Workplace. Contractor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance will be eligible for the contract. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of the contract, termination of the contract, and/or debarment of contracting opportunities with ABPP
33. Sexual Harassment. Contractor will and certifies compliance with the following:
 - a. Having written sexual harassment policies that will include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; (iii) a description of sexual harassment, utilizing examples; (iv) Contractor's internal compliance process available through Contractor; (v) directions on how to contact Contractor; and (vi) protection against retaliation.
 - b. Providing such information, with respect to its employees and applicants for employment.

- c. Complying with the regulations, procedures, and requirements of ABPP concerning equal employment opportunities and affirmative action.
34. Non-Discrimination. Contractor will comply and certifies compliance by executing this Contract with all applicable federal, state, and local laws, rules, and regulations relating to nondiscrimination and confidentiality, including, but not limit to: Title VII of the Civil Rights Act (1964); Title IX of the Education Amendments (1972); Section 504 of the Rehabilitation Act (1973) as amended (29 U.S.C. 794) and requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto; the Americans with Disabilities Act (1990); the Age Discrimination Act (1975), the Drug Abuse Office and Treatment Act (1972); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act (1970); Sections 523 and 527 of the Public Health Services Act; the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
35. Certification Regarding Environment Tobacco Smoke . If applicable, Contractor understands that Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. As such:
- a. Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
 - b. Contractor further certifies that it will require that the language of this certification be included in all of its contracts, subcontracts, grants, subgrants, and any other documents resulting from or related to the executed contract, which contain provisions for children's services and that all subrecipients shall certify accordingly.

36. Certification Regarding Lobbying. Contractor certifies to the best of his/her knowledge and belief that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Disclosure Form to Report Lobbying, in accordance with its instructions.
 - c. Contractors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
37. Data Breach Notification. Contractor agrees to notify ABPP in the event of any Breach as defined in the Alabama Data Breach Notification Act of 2018, Alabama Code Section 1975, 8-38-1 et seq. (the “Notification Act”) as expeditiously as possible and without unreasonable delay, but no later than 10 calendar days following the determination of the breach of security or reason to believe the breach occurred. Contractor in cooperation with ABPP, shall provide information in the possession of Contractor so that ABPP can comply with its notice requirements under the Notification Act. Notwithstanding the forgoing, if Contractor determines that Sensitive Personally Identifying Information processed or held as a result of this Contract has been acquired or is reasonably believed to have been acquired by an unauthorized person, Contractor shall give notice of the breach to ABPP, regardless of whether such acquisition is reasonably likely to cause substantial harm to the individuals to whom the information relates. Notification under this section shall be performed in the same manner and under the same procedures as defined in the Notification Act, unless otherwise defined in this Contract or subsequently agreed in writing by the parties. Terms capitalized in this section which are not defined elsewhere in this Contract shall have the meaning defined in Notification Act. This provision shall survive termination of this Contract.

38. Improper Use of Funds. None of the funds, materials, property, and/or services provided by ABPP under this Contract (or provided under any ABPP contract) will be used for publicity or propaganda purposes concerning state or federal statutes; legislation pending before the state legislature or federal congress; or regulations of federal, state, or local governments. None of the funds, materials, property, and/or services provided directly or indirectly under this or any ABPP contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
39. Open Trade. In compliance with Act 2016-312, the 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 the State can enjoy open trade.
40. Notices. All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by overnight courier service (receipt requested) to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor:

For ABPP: Claudia Kennedy Smith
General Counsel
Alabama Board of Pardons and Paroles
100 Capitol Commerce Blvd
Montgomery, AL 36117

41. Public Record. The Contractor acknowledges that this Contract is considered a public record pursuant to Alabama's Open Records Act and may be published on ABPP's website.
42. Unenforceable Provision. If any provision of this Contract, as applied to any party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Contract or the validity or enforceability of the Contract as a whole.
43. Survival of Terms. All covenants, representations, and warranties of the Contractor contained in this Contract shall survive the termination or expiration of this Contract whenever necessary to carry out the reasonably intended purpose thereof.
44. Oral Statements. No oral statement of any person shall modify or otherwise affect the

terms, conditions, or specifications stated in this Contract.

45. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

46. Immigration Laws. All persons designated to provide services under this contract will either be citizens of the United States or in a proper and legal immigration status that authorizes them to be employed for compensation within the United States. By signing this Contract, the contracting parties affirm, for the duration of the Contract, 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 Contract and shall be responsible for all damages resulting therefrom.

47. Sovereign Immunity/Governmental Claims. Neither ABPP nor Contractor waives its sovereign immunity or its governmental immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regards to any action based on this agreement.

IN WITNESS WHEREOF, the Contractor and ABPP, through their duly authorized representatives, enter into this Contract. The Parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

CONTRACTOR:

Date

**STATE OF ALABAMA
BOARD OF PARDONS AND PAROLES**

Cam Ward
Director of Alabama Pardons and Paroles

Date

APPROVED AS TO FORM

Claudia Kennedy Smith
ABPP General Counsel

Date

APPROVED:

Kay Ivey
Governor

Date