STEVEN L. BESHEAR
GOVERNOR

EXECUTIVE ORDER

2014-279
May 1, 2014

Secretary of State
Frankfort
Kentucky

By virtue of the authority vested in me by Section 12.210(1) of the Kentucky Revised Statutes, and as Governor of the Commonwealth of Kentucky, I, Steven L. Beshear, do hereby approve an employment contract between the **Education Professional Standards Board,** and **Chelsea Fannin,** Versailles, Kentucky as outlined in the attached Contract.

Please enter this Executive Order upon the Executive Journal and file the attached Contract with the Executive Order.

STEVEN L. BESHEAR
Governor

ALISON LUNDERGAN GRIMES
Secretary of State

RECEIVED AND FILED

DATE 5/1/14

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

BY L. Adler

Commonwealth of Kentucky

CONTRACT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Prosecuting Attorney FY 2014	
Doc ID No:PON2 183 1400002083 1	**Procurement Folder:** 3272730
Procurement Type: Personal Service Contract	
Administered By: Alicia Sneed	**Cited Authority:** FAP111-43-00-L
Telephone: 502.564.4606	**Issued By:** Ashley Abshire

Chelsea Fannin

670 Gastineau Ln

Versailles KY 40383
US

1	Prosecuting Attorney Services	0.00	0.00000	5,511.68	5,511.68

Extended Description

13CH-EPBB

Prior to passage of the Kentucky Bar Exam in October of 2014, the contractor shall assist legal division attorneys in the prosecution of cases of teacher misconduct and violations of the Professional Code of Ethics for School Personnel found in 16 KAR 1:020. The duties shall include but not be limited to investigating cases, drafting and preparing documents for the assigned attorney's review, interviewing witnesses, researching legal issues, and assisting the assigned attorney in hearing preparation.

Upon passage of the Kentucky Bar and receiving her license to practice law in the Commonwealth, the contractor shall continue to assist the division staff attorneys as needed to prosecute teacher misconduct cases. The contractor shall also be assigned her own caseload in which she will represent the EPSB under the direction of the EPSB's chief prosecuting attorney. The contractor shall be responsible for prosecuting her cases in a timely and efficient manner. Prosecution of a teacher disciplinary matter consists of investigating the allegations in the initial complaint, negotiating agreed orders, interviewing witnesses, drafting charges, researching relative case law, prosecuting educators in administrative hearings pursuant to KRS Chapter 13B, and drafting pre- and post-hearing briefs.

If the contractor does not pass the Kentucky Bar in October of 2014, the EPSB may continue to utilize the contractor's services to assist the division attorneys in the prosecution of cases until the release of May 2015, Kentucky Bar results, but the contractor shall not represent the EPSB in administrative hearings.

411689
EDUCATION PROF STANDARDS BD
100 AIRPORT ROAD
3RD FLOOR
FRANKFORT KY 40601
US

411689
EDUCATION PROF STANDARDS BD
100 AIRPORT ROAD
3RD FLOOR
FRANKFORT KY 40601
US

2	Travel Expenses	0.00	0.00000	500.00	500.00

Extended Description

13CH-EPBB

The contractor shall be paid for no travel expenses unless and except the travel and the associated expenses are pre-approved by the EPSB. If approved, contractor shall be reimbursed for all travel related expenses based upon state travel regulations (see 200 KAR 2:006 by visiting http://www.lrc.ky.gov/kar/200/002/006.htm) which may include lodging and meals at the state per diem rates. Contractor shall only claim hourly rate, not mileage, during travel time. The contractor's official work station shall be at the EPSB offices at 100 Airport Road, 3rd Floor, Frankfort, KY 40601.

Travel expenses, if authorized, shall be billed in the following manner: Contractor shall submit a state travel voucher. Original receipts for expenses over $10.00 (other than meals) are required for reimbursement.

411689 EDUCATION PROF STANDARDS BD 100 AIRPORT ROAD 3RD FLOOR FRANKFORT KY 40601 US	411689 EDUCATION PROF STANDARDS BD 100 AIRPORT ROAD 3RD FLOOR FRANKFORT KY 40601 US

3	Miscellaneous Expenses	0.00	0.00000	500.00	500.00

Extended Description

13CH- EPBB

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract. With prior approval from the EPSB, the contractor shall be reimbursed for miscellaneous expenses incurred in the performance of his duties, including postage and copy expenses.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

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6,511.68

PERSONAL SERVICE CONTRACT FOR
RFP 183 1400000201
BETWEEN

THE COMMONWEALTH OF KENTUCKY
Education Professional Standards Board

AND

Chelsea Fannin/670 Gastineau Lane, Versailles, KY 40383/859-327-2003

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, Education Professional Standards Board ("the EPSB") and Chelsea Fannin ("the contractor") to establish a contract for RFP 183 1300000276. This PSC is effective May 16, 201 4 and expires June 30, 2014.

Whereas, the first party, the EPSB is charged with establishing standards of performance both for preparation programs and practitioners, and with issuing, renewing, suspending, and revoking teaching certificates;

Whereas, disciplinary proceedings before the EPSB are initiated upon report of professional misconduct of the educator as provided under KRS 161.120 and are reviewed initially by the EPSB to determine if action should be taken against the educator's certificate, which requires a due process hearing pursuant to KRS Chapter 13B;

Whereas, the EPSB refers cases to be heard to its Division of Legal Services staff for assignment to an attorney for prosecution, which consists of investigating the allegations in the initial complaint, negotiating agreed orders, interviewing witnesses, drafting charges, researching relative case law, prosecuting educators in administrative hearings pursuant to KRS Chapter 13B, and drafting pre- and post-hearing briefs;

Whereas, due to an unprecedented number of reports received by the EPSB in recent years, a large number of cases need to be prosecuted immediately;

Whereas, the EPSB has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the contractor, is available and qualified to perform such function;

and

Whereas, for the abovementioned reasons, the EPSB desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Section 1: Scope of Services.

Prior to passage of the Kentucky Bar Exam in October of 2014, the contractor shall assist legal division attorneys in the prosecution of cases of teacher misconduct and violations of the Professional Code of Ethics for School Personnel found in 16 KAR 1:020. The duties shall include but not be limited to investigating cases, drafting and preparing documents for the assigned attorney's review, interviewing witnesses, researching legal issues, and assisting the assigned attorney in hearing preparation.

Upon passage of the Kentucky Bar and receiving her license to practice law in the Commonwealth, the contractor shall continue to assist the division staff attorneys as needed to prosecute teacher misconduct cases. The contractor shall also be assigned her own caseload in which she will represent the EPSB under the direction of the EPSB's chief prosecuting attorney. The contractor shall be responsible for prosecuting her cases in a timely and efficient manner. Prosecution of a teacher disciplinary matter consists of investigating the allegations in the initial complaint, negotiating agreed orders, interviewing witnesses, drafting charges, researching relative case law, prosecuting educators in administrative hearings pursuant to KRS Chapter 13B, and drafting pre- and post-hearing briefs.

If the contractor does not pass the Kentucky Bar in October of 2014, the EPSB may continue to utilize the contractor's services to assist the division attorneys in the prosecution of cases until the release of May 2015, Kentucky Bar results, but the contractor shall not represent the EPSB in administrative hearings.

The contractor shall be permitted to perform services under the contract at the EPSB offices, 100 Airport Road, 3rd Floor, Frankfort, KY 40601. The EPSB shall provide the contractor access to office space, communications, and electronic services at the EPSB offices to facilitate prosecution of cases.

Services shall commence on May 16, 2014 and will continue through June 30, 2014.

Section 2: Invoices for fees.
The contractor shall be paid for services on any cases assigned pursuant to this contract on a

"rate per hour" basis, not to exceed $20.00 per hour. Contractor shall bill for actual time spent working on EPSB legal cases and shall not round to the nearest time increment. Upon passage of the Kentucky Bar and receiving her license to practice law in the Commonwealth, the contractor shall be paid for services on any cases assigned pursuant to this contract on a "rate per hour" basis, not to exceed $21.33 per hour. Contractor shall bill for actual time spent working on EPSB legal cases and shall not round to the nearest time increment.

Payment for services will be made upon receipt of an approved PSC Invoice Form and timesheet, and the payment terms are net thirty (30) days. Payments for services are processed through the state payroll system for tax purposes. To simplify and expedite the processing of these payments, the contractor may complete a semi-monthly time sheet form, formatted by EPSB, and submit it to the EPSB by the 1st and 16th of each month. The contractor shall submit at least one timesheet per quarter of the year.

Timesheets for services must include an original or electronic signature, as well as the following information: the contract number, the dates of service, the total number of hours worked, a description of services provided, and the total amount due.

The contractor's timesheet shall be submitted to the Education Cabinet payroll division for semi-monthly processing along with EPSB employee timesheets. Payments for services shall be issued within thirty (30) after the receipt of an approved timesheet.

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Pursuant to KRS 45A.695, <u>no payment shall be made on any personal service contract</u> unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm

As fee for services described above, the EPSB agrees to pay the contractor a sum for services not to exceed $5,511.68.

Section 3: Travel expenses, if authorized.
The contractor shall be paid for no travel expenses unless and except the travel and the associated expenses are pre-approved by the EPSB. If approved, contractor shall be reimbursed for all travel related expenses based upon state travel regulations (see 200 KAR 2:006 by visiting

http://www.lrc.ky.gov/kar/200/002/006.htm) which may include lodging and meals at the state per diem rates. Contractor shall only claim hourly rate, not mileage, during travel time. The contractor's official work station shall be at the EPSB offices at 100 Airport Road, 3rd Floor, Frankfort, KY 40601.

Travel expenses, if authorized, shall be billed in the following manner: Contractor shall submit a state travel voucher. Original receipts for expenses over $10.00 (other than meals) are required for reimbursement.

Total travel expenses shall not exceed $500.00.

Section 4: Other expenses.
The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract. With prior approval from the EPSB, the contractor shall be reimbursed for miscellaneous expenses incurred in the performance of his duties, including postage and copy expenses.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

* Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.

* Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

* Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Miscellaneous expenses, if authorized, shall be billed in the following manner: Contractor shall submit a state travel voucher. Original receipts for expenses are required for reimbursement.

Total miscellaneous expenses shall not exceed $500.

Section 5: Contract Value.
This contract shall have a "not to exceed" amount of $6,511.68 for the period beginning May 16, 2014, and ending June 30, 2014. The following is a break down of amounts for services and expenses:

$20.00/hour x 256 hours =$5,120.00
EPSB FICA Contributions =$391.68
PROFESSIONAL SERVICES TOTAL =$5,511.68
TRAVEL TOTAL= $500.00
MISCELLANEOUS EXPENSES TOTAL=$500.00
TOTAL CONTRACT AMOUNT= $6,511.68

Section 6: Effective Date.
This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Section 7: Renewals.
Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

Section 8: LRC Policies.
Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Section 9: Choice of Law and Forum.

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Section 10: Cancellation.
The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

Section 11: Funding Out Provision.
The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Section 12: Reduction in Contract Worker Hours.
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Section 13: Authorized to do Business in Kentucky.
The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Section 14: Registration with the Secretary of State by a Foreign Entity.
Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity unless that foreign entity, on the records of the Secretary of State, holds a certificate of authority or a statement of foreign qualification. In addition, KRS 14A.9-010(6) states that in order to be

eligible for award of a state contract under KRS Chapter 45A or 176, a foreign entity shall have a certificate of authority or a statement of foreign qualification. A Foreign entity is defined within KRS 14A.1-070.
Foreign entities not currently registered with the Secretary of State for a certificate of authority or a statement of foreign qualification must do so prior to the award of a contract. Foreign entities may register through the following online system:
https://secure.kentucky.gov/sos/ftbr/welcome.aspx

Section 15: Purchasing and specifications.
The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Section 16: Conflict-of-interest laws and principles.
The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Section 17: Campaign finance.
The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 18: Access to Records.
The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

Section 19: Protest.
Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.
Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Lori H. Flanery, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing.

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.
The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Section 20: Social security: (check one)

_____ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Section 21: Violation of tax and employment laws.

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.
To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.
KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.
Contractor must check one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A

list of such determination(s) is attached.

Section 22: Discrimination.

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain

compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT A SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.

II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

ATTACHMENT B

Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

EPSB Executive Director:

_____ _____
Signature Title

_____ _____
Printed Name Date

Contractor:

_____ _____
Signature Title

_____ _____
Printed Name Date

Approved as to form and legality:

_____
EPSB Attorney

Solicitation/Contract #: RFP 183 1400000201

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485, have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: RFP 183 1400000201

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Chelsea Fannin
Signature

Chelsea Fannin
Printed Name

Chelsea Fannin
Title

3/20/14
Date

Company Name _____

Address _____

_____

_____

Subscribed and sworn to before me by Chelsea Fannin
(Affiant) (Title)

of _____ this 20 day of March, 2014.
(Company Name)

Veronica Foster
Notary Public

[seal of notary]

My commission expires:

VERONICA FOSTER
Notary Public
State at Large
Kentucky
My Commission Expires Oct. 14, 2017