



Commonwealth of Kentucky CONTRACT

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Document Description: Executive Search Firm. KY Dept of Education Commissioner

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Personal Services Contracts-Standard

Reason for Modification:

Issuer Contact:Name: Tonya Hartley
Phone: 502-564-2351
E-mail: tonya.hartley@education.ky.gov**Vendor Name:**

Greenwood/Asher & Associates, Inc.

42 Business Center Dr., Suite 206

Miramar Beach FL 32550

Vendor No.

KS0006581

Vendor ContactName: Jan Greenwood
Phone: 850-650-2277
Email: jangreenwood@greenwoodsearch.com

Effective From: 2020-03-24

Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Executive Search Firm: Services	\$0.000000	\$75,000.00	\$75,000.00

Extended Description:

Executive Search Firm will locate and identify individuals who are qualified to be candidates for the permanent position of Commissioner of Education for the Commonwealth.

Services to be provided by the firm shall include, but are not limited to, national recruiting of potential candidates in accordance with criteria established by the KY Board of Education (KBE); national advertising through marketing emails, recruiting calls, and contacting sources for nominations; assimilating, reviewing, and screening candidate submission for qualifications and eligibility; and meeting and/or consulting with KBE to select candidates for interview. Executive Search Firm shall work with the KY Board of Education through the interview process; coordinating and scheduling candidate interviews; and preparing written recommendations and evaluations for each candidate.

Greenwood/Asher & Associates will conduct reference checking for ALL candidates.

Contractor shall utilize subcontractor Mintz Group to conduct an extended background check (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for three (3) Candidates as selected by KBE.

Contractor shall utilize subcontractor Mintz Group to conduct extended background checks (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for up to five (5) additional candidates as selected by KBE.

The KY Department of Education (KDE), prior to contract award, reserves the right to contact previous clients identified by the offeror in their response or oral presentation.

The Executive Search Firm prior to beginning its search, will work with KBE Members to define desired profiles and qualifications of candidates.

KDE expects vendor to conduct background checks on all candidates interviewed and finalists.

Effective From: 2020-03-24 Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Executive Search Firm; Travel	\$0.000000	\$7,000.00	\$7,000.00

Extended Description:

Travel Expenses will be paid in accordance with the state's reimbursement policy (200:KAR 2-006). Regulations (200:KAR 2:006) can be found at <http://finance.ky.gov/services/statewideacct/Pages/travel.aspx>

Either original or certified copies of receipts must be submitted for all other expenses.

Effective From: 2020-03-24 Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Executive Search Firm; Other Expenses	\$0.000000	\$24,850.00	\$24,850.00

Extended Description:

Expenses shall include but not limited to candidate background checks, advertising and marketing, report reproduction, copying and supplies, research, express mail, phone, video, and telecommunications anticipated to conduct the search.

Background checks
Greenwood Asher & Associates will conduct reference checking for ALL candidates.

Contractor will utilize subcontractor Mintz Group to conduct an extended background check (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for three (3) Candidates as selected by the Kentucky Board of Education.

Contractor will utilize subcontractor Mintz Group to conduct extended background checks (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for up to five (5) additional candidates as selected by the Kentucky Board of Education.

Either original or certified copies of receipts must be submitted for all other expenses.

Effective From: 2020-03-24 Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
4		0.00000		Candidate; Travel, up to six (6) candidates	\$0.000000	\$21,000.00	\$21,000.00

Extended Description:

Up to \$3,500 per candidate, up to six (6) candidates. Actual number of candidates chosen for an interview will be determined at a later date.

Travel expenses shall include but not limited to airfare, lodging, meals, parking and rental car. Unnecessary travel expenses including but not limited to alcohol shall not be reimbursed.

Effective From: 2020-03-24 Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
5		0.00000		New Hire Assessment Optional	\$0.000000	\$900.00	\$900.00

Extended Description:

New Hire Assessment, Finalist (Optional) includes:

Provide one Devine Inventory assessment

* Conduct a collaborative debriefing session (i.e., with Greenwood/Asher and Associates staff and *Devine assessment specialist) reviewing one (1)

candidate's assessment results with hiring authority
 * Conduct an individual debriefing session with new hire, if desired

Effective From: 2020-03-24 Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
6		0.00000		Search Process & Onboarding Optional	\$0.000000	\$2,800.00	\$2,800.00

Extended Description:
 Search Process and Onboarding; Reference Pool or Multiple Finalists (Optional) includes:

- * Unlimited Devine Inventory assessments
- * Conduct a collaborative debriefing session (i.e., with Greenwood/Asher and Associates staff and Devine assessment specialist) reviewing up to five (5) candidates' assessment results with hiring authority
- * Conduct an individual debriefing session with new hire, if desired
- * Conduct a debriefing session with hiring authority to review new hire's results in more detail, if desired

Effective From: 2020-03-24 Effective To: 2020-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
7		0.00000		Executive Background Check up to two (2) candidates Optional	\$0.000000	\$17,500.00	\$17,500.00

Extended Description:
 Executive Background Checks (Optional) includes:

Level I Level II or Level III for up to two (2) candidates

Shipping Information:	Billing Information:
KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601	KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$149,050.00
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**PERSONAL SERVICE CONTRACT FOR
Executive Search Firm, KY Dept of Education Commissioner**

BETWEEN

THE COMMONWEALTH OF KENTUCKY

Kentucky Department of Education

AND

Greenwood/Asher & Associates, Inc.
42 Business Center Dr., Suite 206
Miramar Beach, FL 32550
jangreenwood@greenwoodsearch.com

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, KY Department of Education ("the Commonwealth") and Greenwood/Asher & Associates, Inc. ("the Contractor") to establish a contract for Executive Search Firm, KY Dept of Education Commissioner. The initial PSC is effective from March 24, 2020 through June 30, 2020.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

Executive Search Firm will locate and identify individuals who are qualified to be candidates for the permanent position of Commissioner of Education for the Commonwealth.

Services to be provided by the firm shall include, but are not limited to, national recruiting of potential candidates in accordance with criteria established by the KY Board of Education (KBE); national advertising through marketing emails, recruiting calls, and contacting sources for nominations; assimilating, reviewing, and screening candidate submission for qualifications and eligibility; and meeting and/or consulting with KBE to select candidates for interview. Executive Search Firm shall work with the KY Board of Education through the interview process; coordinating and scheduling candidate interviews; and preparing written recommendations and evaluations for each candidate.

Greenwood/Asher & Associates will conduct reference checking for ALL candidates.

Contractor shall utilize subcontractor Mintz Group to conduct an extended background check (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for three (3) Candidates as selected by the Kentucky Board of Education.

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Contractor shall utilize subcontractor Mintz Group to conduct extended background checks (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for up to five (5) additional candidates as selected by the Kentucky Board of Education.

The KY Department of Education (KDE), prior to contract award, reserves the right to contact previous clients identified by the offeror in their response or oral presentation.

The Executive Search Firm prior to beginning its search, will work with KY Board of Education Members to define desired profiles and qualifications of candidates.

KDE expects vendor to conduct background checks on all candidates interviewed and finalists.

II. Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties.
3. Any Addenda to the Solicitation.
4. The Solicitation and all attachments
5. Any Best and Final Offer.
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation.
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

III. Negotiated Items

Background Checks

Greenwood Asher & Associates will conduct reference checking for ALL candidates

Contractor will utilize subcontractor Mintz Group to conduct an extended background check (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for three (3) Candidates as selected by the Kentucky Board of Education.

Contractor will utilize subcontractor Mintz Group to conduct extended background checks (education verification, criminal litigation for previous 7 years, civil litigation, credit check history,

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tax liens, bankruptcies, and driving) for up to five (5) additional candidates as selected by the Kentucky Board of Education at an additional cost of \$1,070 per candidate.

Hiring Guarantees

Greenwood/Asher and Associates agrees to make every possible effort to present the KY Department of Education with the best candidates. However, Greenwood/Asher and Associates cannot guarantee the performance of a candidate ultimately selected by the KY Department of Education. Greenwood/Asher and Associates agrees that if a person is hired for a specific position and within one year of employment is terminated for cause or reasons that should have been identified by Greenwood/Asher and Associates during the search assignment, Greenwood/Asher and Associates will conduct a replacement search for expenses only, not to exceed the amount set forth in the Travel and Other Expenses sections of this contract, applying the original fee towards such search.

Greenwood/Asher and Associates will not recruit any direct report to the placed candidate for a period of one year from the date the contract is signed, unless contractor is granted written approval for an exception.

Greenwood/Asher and Associates will hold the placed candidate as permanently "off limits" And not recruit the placed candidate for any position so long as the candidate remains employed by the Kentucky Board of Education.

Optional

New Hire Assessment

The KY Department of Education reserves the right to instruct contractor to perform or utilize a subcontractor to perform a Devine Group New Hire Assessment for a finalist candidate at an additional cost of \$900.

New Hire Assessment includes:

Provide one Devine Inventory assessment

Conduct a collaborative debriefing session (i.e., with Greenwood/Asher and Associates staff and Devine assessment specialist) reviewing one (1) candidate's assessment results with hiring authority

Conduct an individual debriefing session with new hire, if desired

Search Process and Onboarding

The KY Department of Education reserves the right to instruct contractor to perform or utilize a subcontractor to perform a Devine Group Search Process and Onboarding for the Reference Pool or Multiple Finalists at an additional cost of \$2,800.

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NOTE: The parties agree to a \$560 per debriefing session for each candidate's assessment results beyond the first five (5) candidates

Search Process and Onboarding includes:

Unlimited Devine Inventory assessments

Conduct a collaborative debriefing session (i.e., with Greenwood/Asher and Associates staff and Devine assessment specialist) reviewing up to five (5) candidates' assessment results with hiring authority

Conduct an individual debriefing session with new hire, if desired

Conduct a debriefing session with hiring authority to review new hire's results in more detail, if desired

Executive Background Checks

The KY Department of Education reserves the right to instruct contractor to perform or utilize a subcontractor to perform a Mintz Group Executive Background Check; Level I Level II or Level III for up to two (2) candidates at an additional cost of: Level I \$10,500 for up to two (2) candidates; Level II \$14,500 for up to two (2) candidates; or Level III \$17,500 for up to two (2) candidates.

IV. Pricing

Total contract Shall Not exceed \$149,050 FY20 \$149,050

Executive Search Firm; Services; up to \$75,000

Executive Search Firm; Travel; up to \$7,000

Travel Expenses will be paid in accordance with the state's reimbursement policy (200:KAR 2:006). Regulations (200:KAR 2:006) can be found at <http://finance.ky.gov/services/statewideacct/Pages/travel.aspx>

Either original or certified copies of receipts must be submitted for all travel expenses.

Executive Search Firm; Other Expenses; up to \$24,850

Expenses shall include but not limited to candidate background checks, advertising and marketing, report reproduction, copying and supplies, research, express mail, phone/video/telecommunications anticipated to conduct the search.

Background checks

Greenwood Asher & Associates will conduct reference checking for ALL candidates.

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Contractor will utilize subcontractor Mintz Group to conduct an extended background check (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for three (3) Candidates as selected by the Kentucky Board of Education.

Contractor will utilize subcontractor Mintz Group to conduct extended background checks (education verification, criminal litigation for previous 7 years, civil litigation, credit check history, tax liens, bankruptcies, and driving) for up to five (5) additional candidates as selected by the Kentucky Board of Education.

Either original or certified copies of receipts must be submitted for all other expenses.

Candidate; Travel; up to \$21,000

Up to \$3,500 per candidate, up to six (6) candidates. Actual number of candidates chosen for an interview will be determined at a later date.

Travel expenses shall include but not limited to airfare, lodging, meals, parking and rental car. Unnecessary travel expenses including but not limited to alcohol shall not be reimbursed.

Optional Cost; up to \$21,200

New Hire Assessment; Finalist \$900.

Search Process and Onboarding; Reference Pool or Multiple Finalists \$2,800.

NOTE: \$560 per debriefing session for each candidate's assessment results beyond the first five (5) candidates

Executive Background Checks, up to \$17,500

V. Invoicing

The Contractor should submit invoices setting forth the hours worked and the expenses for which reimbursement is sought on a monthly basis for expenses incurred.

Either original or certified copies of receipts must be submitted for all travel and other expenses.

**Kentucky Department of Education
Terms and Conditions**

Requirement for Reporting to Kentucky Teachers Retirement System

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Please note that, if any bidder to this solicitation is a current retiree of the Kentucky Teachers Retirement System ("KTRS"), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur, regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a potential bidder proposes to use such individuals to perform the work, the bidder is strongly encouraged to check with KTRS to determine what requirements apply, before submitting a response. The KTRS help desk number is 800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

As a firm condition of this contract, any contractor agrees to be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status during the life of any contract awarded.

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

Data Security and Breach Protocols

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

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A driver's license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the vendor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the vendor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the vendor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

to my immediate supervisor, Associate Commissioner, and

to the KDE Office for whom I perform work under the contract with KDE.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

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Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates cloud computing services"), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. The contractor shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Discrimination

The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.

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**Personal Service Contract Standard Terms and Conditions
Revised January 2020**

Whereas, the first party, the state agency, 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 state agency desires to avail itself of the services of the second party;

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

1.00 Effective Date:

This contract 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"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that 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.

2.00 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.

3.00 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.

4.00 Choice of Law and Forum:

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

5.00 EEO Requirements:

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

6.00 Cancellation:

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

7.00 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 due to lack of available funding.

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8.00 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 agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

9.00 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.

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 required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

10.00 Invoices for fees:

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract 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>

11.00 Travel expenses, if authorized:

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Other expenses, if authorized herein:

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

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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 the Commonwealth.

13.00 Purchasing and specifications:

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she 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/she" 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/she" is construed to mean any person with an interest therein.

14.00 Conflict-of-interest laws and principles:

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she 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.

15.00 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.

16.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

17.00 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 contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a 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:

Holly M. Johnson, Secretary

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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.

18.00 Social security: (check one)

BA 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.

19.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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 corporate and utility tax, sales and use 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 and all subcontractors performing work under the contract 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 and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their 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 their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

BA 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). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

20.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

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The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity 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, sexual orientation, gender identity, 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.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she 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.

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.

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/her 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.

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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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.

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VI. Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Betty Asher, Executive Vice President & Partner

Please Print Name and Title



Signature

**Greenwood/Asher & Associates, Inc.
42 Business Center Dr., Suite 206
Miramar Beach, FL 32550**

03/23/2020

Date



**Charles Harman, III, Director
Kentucky Department of Education
Division of Budget and Financial Management
300 Sower Boulevard 5th Floor, CSW
Frankfort, KY 40601**

3/23/20

Date

Approved as to form and legality:

Approved in eMars

Kentucky Department of Education Attorney

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Greenwood/Asher & Associates, Inc.
Executive Search, Consulting and Training

**Attachment A to Service Agreement Between
Greenwood/Asher & Associates, Inc. and**

Leadership Assessment

Identifying the right leader often begins with an accurate and reliable assessment of current behaviors, competencies and skills. Unlike scholarly performance that can be demonstrated through research and teaching accomplishment, leadership characteristics are best assessed through observed practice and interaction over time. This is obviously impractical during the recruiting and interviewing process and best addressed during the referencing process. To augment the referencing process, we have partnered with The Devine Group to develop and provide analytical leadership assessments designed to meet the unique needs and challenges of higher education.

Since 1970, The Devine Group has assessed over a million individuals and helped thousands of clients strengthen their organizations through talent management solutions that support the selection, onboarding, development and team building processes. The Devine Group approach is unique in the field of assessments in that they begin with the development and refinement of the required and preferred competencies for each position. Competencies capture the knowledge, skills and behaviors that enable specific performance.

For example, the competency of "Strategic Thinking" – the ability to develop broad, long-ranged objectives and plans that meet contingencies - is ranked high in individuals who are goal oriented, have strong planning skills, are effective listeners, are creative and innovative, are able to focus and avoid distractions and are willing to let others manage the tactical details. Identifying the required competencies for each position is the first step in the Devine Assessment process. G/A&A has collaborated on the development of core competency models specifically for higher education leadership positions including presidents, provosts and deans. Refinement of each competency model is done in collaboration with the client to meet their specific needs.

The Devine Inventory assessment instrument is a highly efficient on-line tool which typically takes an applicant 20 to 25 minutes to complete. The tool measures 33 unique underlying behaviors and maps them to the relevant competency model.

The results are shared in a report and professional, confidential feedback session detailing the individual's strengths, key areas for development and marginal competencies. The feedback session is provided to the hiring agent or committee chair by a Devine assessment specialist to ensure complete understanding of the assessment results and offer specific questions that could be used during the referencing and the interview processes.

A feedback session is also available to your new hire to help him/her/xyr understand his/her/xyr assessment results and gain unbiased insights into personal development opportunities. Tips for future training and ideas for performance improvement plans are included to help individuals realize their full leadership potential.

Individual assessments can also be aggregated into team assessments and are powerful tools used in our consulting services as well as offered independently for use by our clients. The team assessment focuses on variations in behaviors within the team to provide insight into team

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dynamics including conflict resolution and accountability. Additionally, the team reports can assess the collective competencies of the team. Development and coaching sessions are developed to debrief teams as well as facilitate improvement discussions.

The leadership assessment is offered as an option in our executive search service. Below are three options outlined to support our clients. Custom options are available as needed.

Option 1: New Hire Assessment	
Single Finalist	
Process Description: Provide one Devine Inventory assessment Conduct a collaborative debriefing session (i.e., with G/A&A staff and Devine assessment specialist) reviewing one (1) candidate's assessment results with hiring authority Conduct an individual debriefing session with new hire, if desired	
TOTAL COST: \$900	
Option 2: Search Process and Onboarding	
Reference Pool or Multiple Finalists	
Process Description: Provide unlimited Devine Inventory assessments Conduct a collaborative debriefing session (i.e., with G/A&A staff and Devine assessment specialist) reviewing up to five (5) candidates' assessment results with hiring authority Conduct an individual debriefing session with new hire, if desired Conduct a debriefing session with hiring authority to review new hire's results in more detail, if desired	
TOTAL COST: \$2800	
NOTE: \$560 per debriefing session for each candidate's assessment results beyond the first five (5) candidates	
Option 3: Team Development Option	Option 4: Team Development Option
New or Existing Team Assessment and Leader Debrief	New or Existing Team Assessment, Leader Debrief AND Team Debrief
Process Description: Provide up to five (5) Devine Inventory assessments for use with team members Conduct up to five (5) individual debriefing sessions reviewing individual team member results Conduct a debriefing session with the HIRING AUTHORITY AND/OR TEAM LEADER to share team results	Process Description: Provide up to five (5) Devine Inventory assessments for use with team members Conduct up to five (5) individual debriefing sessions reviewing individual team member results Conduct a debriefing session with the HIRING AUTHORITY AND/OR TEAM LEADER to share team results Conduct a debriefing session with the TEAM to share team results
TOTAL COST: \$5600	TOTAL COST: \$7350
NOTE: \$560 per debriefing session for each team member's assessment results beyond the first five (5) team members	NOTE: \$560 per debriefing session for each team member's assessment results beyond the first five (5) team members ADDITIONAL NOTE: If the institution would like a Devine assessment specialist or G/A&A staff member to attend the TEAM DEBRIEF in person, additional fees/expenses may be assessed.

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Client Options Candidate Assessment and Background Checks

Mintz Group Background Checks	Cost
# Education verification	\$1070 per candidate
# Criminal litigation (going back 7 years in the current residential jurisdiction)	
# Civil litigation	
# Credit check history	
# Tax liens	
# Bankruptcies	
# Driving	

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MINTZ GROUP EXECUTIVE BACKGROUND CHECKING

	Level I \$5,250 4-5 business days	Level II \$7,250 5 business days	Level III \$8,750 7 business days
Identity Confirmation	Address and ID number trace		
Education Verification	Verify degrees listed on bio		
		AND search for degrees <i>not</i> on bio	
Employment History	Verify company affiliations listed on bio		
		AND search for <i>current</i> undisclosed company affiliations or licenses <i>not</i> on bio	
		AND search for <i>past</i> company affiliations <i>not</i> on bio	
Professional Licenses	Verify professional licenses listed on bio		
		AND search for <i>current</i> undisclosed licenses <i>not</i> on bio	
		AND search for <i>past</i> licenses <i>not</i> on bio	
Criminal Litigation Naming Candidate	10 years back	15 years back	20+ years back
		AND retrieval of court filings for <i>ongoing</i> litigation	
		AND retrieval of court filings for <i>prior</i> litigation	
Civil Litigation Naming Candidate	10 years back	15 years back	20+ years back
		AND retrieval of court filings for <i>ongoing</i> litigation	
		AND retrieval of court filings for <i>prior</i> litigation	
Regulatory Actions Naming Candidate	10 years back, industry-specific federal and state regulators	15 years back, industry-specific federal and state regulators	20+ years back, industry-specific federal and state regulators
Press	News coverage naming candidate		
		AND news coverage on <i>current</i> employers/boards	
		AND news coverage on <i>past</i> employers/boards	
Social Media	Identify and review social media accounts; adverse coverage of candidate		
		AND general coverage of candidate	
Stewardship (Controversies at Company Affiliations)	controversies at <i>current</i> employers/boards		
		AND controversies at <i>past</i> employers/boards	
Credit History	Detailed summary of credit report and mortgages		

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Tax Liens, Bankruptcies and Tax Court	10 years back, current jurisdictions	15 years back, all jurisdictions	20+years back, all jurisdictions
Additional Searches	Driving record		
	Watchlists naming candidate		
	Political contributions		Compensation

Mintz conducts its research in native languages around the world. Please note that the availability of records varies by country, and some steps may also take longer in certain countries.