

**COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL**

**STANDARD CONTRACT
FOR LITIGATION SUPPORT SERVICES/EXPERT WITNESS
PURSUANT TO KRS 45A.095**

TIN -

OAG Contract Number	1794-23
Amendment No.	
Account No.	
Contract Amount	\$10,000
Effective Dates	May 30, 2023- June 30, 2024

Name and Address of Individual or Firm:
 Dr. Stephen B. Levine
 6415 Gates Mills Boulevard
 Mayfield Heights, Ohio 44124

This contract is made and entered into by and between the OFFICE OF THE ATTORNEY GENERAL, Commonwealth of Kentucky, hereinafter referred to as the OAG, First Party, or Agency and Dr. Stephen B. Levine, hereinafter referred to as the Contractor or as the Second Party.

WHEREAS, the Agency in the exercise of its lawful duties, has determined the necessity of the performance of the following-described function(s):

Provide litigation consulting and expert witness services in the matter of *Doe 1, et al. v. Thornbury, et al.*, 3:23-cv-00230-DJH (W.D. Ky.).

WHEREAS, the 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 is available and would be qualified to perform such function;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows;

SERVICES.

The Second Party (the Contractor) will perform the services as described below:

1. Review and analyze exhibits, studies, and other information submitted by the plaintiffs and defendants, or associated with the subject litigation, and advise the Agency's staff and attorneys of the Contractor's analyses and conclusions.
2. Prepare preliminary memoranda or other preliminary analyses.
3. Confer with members of the Agency's staff or other interested parties, as the Agency and the Contractor may mutually agree.
4. At the request of the Agency, formulate such opinions as the Contractor may determine are appropriate and consistent with the Contractor's expertise and judgment.
5. Prepare for submission declarations and expert reports on behalf of the Agency.
6. Testify at a deposition and at any hearing or trial as an expert witness on behalf of the Agency.
7. Assist in the identification of other consultants who may be needed to assist the Agency in future proceedings, if such assistance is required.
8. Perform other similar tasks that may be required to assist the Agency in defending the claims made in the litigation.

CONSIDERATION

A. FEE & INVOICING

As fee for the services set forth in this contract, the Agency agrees to pay the Contractor at a rate of **\$400/hour for review, document preparation, and consulting services and \$500/hour for preparing for and delivering live or deposition testimony** to be paid in the following manner or on the following terms:

Upon invoice and approval by agency contact. Invoices must be approved in writing by OAG staff person assigned to review invoices before payment can be made.

The Contractor's invoice(s) must be signed by the Contractor and shall include not less than the following information:

Name of contractor, mailing address, SS # or Fed. ID #, hours worked and description of services performed.

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

Travel time, if required, is not to be billed, but paid at the state rate for mileage and in accordance with state travel regulations.

No payment on this contract shall be made prior to the effective date of this contract.

B. MAXIMUM FOR FEE AND EXPENSES

The Contractor's fee and expenses shall be paid a **non-refundable \$10,000 retainer** and shall not exceed a total of \$10,000.00.

EXTENSIONS

At the expiration of its initial term, this contract may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the Attorney General.

CONFIDENTIAL INFORMATION

Contractor agrees to treat all non-public written and oral information communicated to it by OAG in connection with the Services as confidential ("Confidential Information"). Contractor shall only disclose Confidential Information to third parties at the discretion of the OAG or by court order upon providing OAG with prior notice of having received an order.

SOCIAL SECURITY

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.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this contract 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 contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency 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.

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.

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.

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.

If a 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 response. It is the determination of the OAG that an expert witness or litigation support services are exempt in accordance with KRS 14A.9-010 (2) (a) in that they are maintaining, defending or settling any procedure.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

Invoices for fees:

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by the OAG.

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. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

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.

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.

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.

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.

Access to Records:

The Contractor, as defined in KRS 45A.030(8) and (10), 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. 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 contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

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 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 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:

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.

EXAMINED AS TO FORM AND
LEGALITY



Attorney, Office of the Attorney General

FIRST PARTY: Office of the Attorney General

BY Stacy R. Woodrum
Executive Director, Office Administrative Services

DATE May 30, 2023

SECOND PARTY: SB Leerne

BY Stephen B. Leerne MD

TITLE: Psychiatric Expert Witness

DATE May 29, 2023