Revised 7/26

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
OFFICE OF

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

Name and Address of Individual or Firm:
Forensic Medical Services, Inc. KY0056166
4157 Gap Hollow Road
New Albany, IN 47150

OAG Contract Number	UPS2704-27
Amendment No.	
Account No.	G3PAC1
Contract Amount	$8,800.00
Effective Dates	08/06/2026- 06/30/2027

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 or as the First Party, and Forensic Medical Services, Inc, 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 **Commonwealth v. Wesley Martin** 19-CR-0091

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 $400.00/hour** 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, 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 not exceed a total of **$8,800.00.**

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.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

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.

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.

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 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.

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:

https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424 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: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318 , **the foreign entity should identify the applicable exception in its solicitation response.** Foreign entity is defined within KRS 14A.1-070: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474

It is the determination of the OAG that an expert witness or litigation support services are exempt in accordance with KRS14A.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. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

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 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).

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 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.
Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.
To comply with KRS 45A.485, the Contractor and all subcontractors performing work
under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

Artificial Intelligence (AI):
Vendor agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

Payment
The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.
Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

(1) Contract and/or delivery order number;

(2) Name of Contractor Entity or Individual;

(3) Contractor designated point of contact;

(4) Unique Invoice Number;

(5) Invoice Date;

(6) Item numbers;

(7) Descriptions of goods or services provided;

(8) Sizes of goods provided;

(9) Quantities provided;

(10) Unit prices; and

(11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:
https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised

submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25th) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.
Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at: https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within ten (10) working days.

EXAMINED AS TO FORM AND LEGALITY

Christopher Thacker
Attorney, Office of the Attorney General

FIRST PARTY: **Office of the Attorney General**

BY Stacy Woodrum
Executive Director, Office of Management & Budget

DATE August 5, 2026

SECOND PARTY: Forensic Medical Services, Inc.

BY William S. Smock, MD

TITLE: President

DATE 8/5/26