



Commonwealth of Kentucky CONTRACT

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Reason for Modification:

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Effective From: 2020-07-01

Effective To: 2020-07-26

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		EY-UI Backlog Claims Support & UI Sys & Website Assessment	\$0.000000	\$7,598,000.00	\$7,598,000.00

Extended Description:

In response to the COVID-19 pandemic, the Contractor shall provide the Commonwealth immediate support in adding claims processing capacity to reduce the existing backlog of Unemployment Insurance ("UI") claims.

Performing an analysis of experience and technology with the goal of reducing inbound call volume, simplifying processes and technology, and thereby creating capacity to address the backlog.

Shipping Information:Education & Workforce Development
500 Mero Street

Frankfort KY 40601

Billing Information:Education & Workforce Development
500 Mero Street

Frankfort KY 40601

TOTAL CONTRACT AMOUNT:**\$7,598,000.00**

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PERSONAL SERVICE CONTRACT

To reduce existing backlog of Unemployment Insurance (UI) Claims

BETWEEN

THE COMMONWEALTH OF KENTUCKY

Education Cabinet, Department for Workforce Investment

AND

**Ernst and Young LLP
400 West Market St., Suite 1200
Louisville, KY 40202**

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, Education Cabinet, Department for Workforce Investment (“the Commonwealth”) and Ernst and Young LLP (“the Contractor”) to establish a contract for reducing the existing backlog of Unemployment Insurance Claims. The initial PSC is effective from July 1, 2020 through July 26, 2020. This PSC includes the terms and conditions per attachment A.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

In response to the COVID-19 pandemic, the Contractor shall provide the

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Commonwealth immediate support in adding claims processing capacity to reduce the existing backlog of Unemployment Insurance (“UI”) claims. Additionally, the Contractor shall provide recommendations regarding: 1) reducing the number of errors from inbound UI applications; 2) increasing UI claim processing capacity by reducing inbound call and chat volume; and 3) identifying technology improvements that can improve overall UI user experience.

Claims processing capacity to reduce the claims backlog shall be increased by adding additional processing agents, and to develop a set of recommendations to simplify the overall citizen experience and develop capabilities to move more inquires online. These changes should result in fewer calls related to unemployment applications, thereby increasing processing capacity and reducing the backlog.

Obligations of the Contractor:

The Contractor shall provide the following services to the Commonwealth:

Unemployment Claims Processing Support

EY will provide the following personnel to work in outlined roles in order to identify issues, collect missing data from claimant(s) and/ or employer(s) and ensure all claims have a complete set of information so that OUI adjudicators can make a decision and therefore process the backlog of claims as a result of the unemployment insurance claims surge of Emergency Pandemic Covid related unemployment claims.

Timeframe

Week 1: July 1 - July 5

Tasks:

Ramp up week. OUI will provide an individual for EY to work with to gain access to all UI systems including masked email and/or phone system access. Build out the process of completing claims to clear backlog of UI surge of Emergency Pandemic Covid related claims. This will also include UI

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specific training build out to onboard processing staff for weeks 2-4 activities as well as train the trainer session with OUI. Identify, delegate to EY and divide UI Emergency Pandemic Covid claims backlog.

Staffing:

Program Leader 1
Workstream Leader 2
Data Quality Specialist 3
Program Manager / Supervisor 10
Level 2 Claims Processor 0
Level 1 Claims Processor 0
Call Center Agent 0

Timeframe:

Week 2: July 6 – July 12

Task:

Onboard up to 200 processors for first part of day one and begin addressing claims backlog.

Staffing:

Program Leader 1
Workstream Leader 2
Data Quality Specialist 3
Program Manager / Supervisor 10
Level 2 Claims Processor 150
Level 1 Claims Processor 50
Call Center Agent 0

Timeframe:

Week 3: July 13 – July 19

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Task:

Onboarding of up 100 new processors. Continue division of claims backlog and addressing claims with all 300 processors.

Staffing:

Program Leader 1
Workstream Leader 2
Data Quality Specialist 3
Program Manager / Supervisor 10
Level 2 Claims Processor 200
Level 1 Claims Processor 100
Call Center Agent 0

Timeframe:

Week 4: July 20 – July 26

Task:

Continue division of claims backlog and addressing claims with all 300 processors.

Staffing:

Call Center Agent 1
Workstream Leader 2
Data Quality Specialist 3
Program Manager / Supervisor 10
Level 2 Claims Processor 200
Level 1 Claims Processor 100
Call Center Agent 0

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Contractor shall provide personnel trained to provide the following services, as needed:

Call center agents of administrative professional staff to intake initial unemployment claims information and determine if additional information is required to complete an unemployment claim to prepare it for adjudication and processing by OUI (if requested by OUI for an additional fee);

Administrative professional staff to utilize masked telephone numbers and/ or masked emails provided by OUI to support approximately 200-300 processors and 10 supervisors trained to identify, respond to levels 1,2 or 3 unemployment insurance claims issues, collect missing data from claimant(s) and/ or employer(s) to provide a complete set of information/ data with respect to an unemployment claim to provide to OUI adjudicators. This will allow OUI adjudicators to make a decision with respect to each claim and therefore finalize the process of backlog unemployment insurance claims as a result of the claims surge of Emergency Pandemic Covid related unemployment claims;

Review of initial unemployment insurance claims available in Kentucky OUI case management system and paper claims for accuracy and completeness;

If and when issues with UI claims are identified, Contractor's administrative professional staff shall initiate contact via OUI provided masked phone call and/ or masked UI email during the appropriate EST hours with claimant(s) and/ or employer(s) to obtain information necessary to clarify known open issues;

To resolve a claim issue, Contractor shall attempt to make contact with claimant and/ or former employer twice per claim and leave a message (if via phone) or send email if via email. If Contractor is

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unable to leave a message, Contractor shall make a third attempt to reach the claimant and/or employer the following business day. If a message cannot be left on the third attempt the following business day, Contractor shall initiate sending a paper request to the claimant and/ or employer via US Postal Service (“USPS”) mail utilizing OUI postage resources.

Contractor shall prepare complete claims for an initial adjudication determination by the Commonwealth OUI by uploading information into the Client’s workflow platform for unemployment insurance adjudication staff to review; and

Once adjudicated by OUI staff, Contractor shall initiate notification of both claimant(s) and/or employer(s) of the adjudication determination via masked phone call, masked OUI email or via USPS mail utilizing OUI postage resources based on Client’s preferences.

Contractor shall have twice weekly status meetings with OUI contract to provided latest processing statistics as well as any upcoming concerns and/ or items identified during the processing of claims.

At the end of week two, Contractor will provide high level analysis on OUI model and identify strengths and weaknesses to prepare Client for future transition upon termination of this contract.

At the end of week four, Client has the opportunity to extend Contractor through an addendum to address new issues identified, training concerns of current OUI staff and/ or ongoing managed service model as needed dependent upon facts and circumstances related to UI filings at the time.

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UI System and Website Assessment

In addition, EY will perform the following analysis of experience and technology with the goal of reducing inbound call volume, simplifying processes and technology, and thereby creating capacity to address the backlog:

Timeframe:

Week 1: July 6

Key Activities:

Conduct a project kick-off meeting with key stakeholders to confirm ownership of and access to any/all platforms, information & technologies

Perform Site Content & UX Heuristic

Analyze Citizen Queries and Reasons for Needing Support

Review Application Data Quality

Review Current Process, Data & Technology Architecture

Work Products:

Assessment of current state citizen digital experience

Root cause analysis of sample call center logs/transcripts, chat transcripts, and summary call center data to identify top use cases for virtual agent

Analysis of a sample of UI claims to identify most-frequently caused data issues and citizen mistakes/omissions on UI applications

Week 2: July 13

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Key Activities:

Summarize Key Findings and Recommendations

Develop Internal and Partner Communications

Work Products:

High-level analysis of process, technology, and data architecture in place for UI application submission/processing

Claims submission

Claims processing and support

Claimant - reemployment process

List of recommended quick hit and longer-term solutions to improve experience and capacity

Develop options for high-level roadmap for UI system, data and website enhancements

Executive communication on recommendations and roadmap options

Written communications to announce updates or report progress

Obligations of the Commonwealth:

Commonwealth shall provide at least one (1) member of staff fully

knowledgeable of all tiers of UI claim adjudication to assist Contractor in understanding the current UI claims process;

Commonwealth shall provide access to existing data and technology architecture diagrams, already identified data quality issues and any planned enhancements / roadmap;

Commonwealth shall provide access to required systems, data and applications, to be mutually determined such as:

Virtual desktop infrastructure/ports needed to support Contractor resources working virtually;

Access to Commonwealth UI telephone/email systems to make masked calls or send masked emails to claimants / employees with tracking software/recordings;

Commonwealth documentation guides, procedures and checklists for working and closing UI claims;

All paper documentation for in-person claims applications to be added to case management software

Any service-level agreements (SLA) or other guidance for claims emails/calls duration

Commonwealth UI reporting templates and/or software to communicate results and status;

Listing of required days and operating hours for phone calls

Listing of required days and operating hours for in-person claims

processing**Commonwealth UI Training process manuals; and****Commonwealth UI Systems diagrams including data architecture and inventory sources within first 3 days of project start****Commonwealth web architecture details including CMS, hosting environment, development tools/frameworks, and asset repositories.****Commonwealth shall provide Contractor with access to available relevant call center transcripts, ticketing data, chat logs, web analytics and other data reflecting current state inquiry volume and categories on day one of the project;****Commonwealth will provide a sample of completed UI and PUA application forms for analysis of data quality****Commonwealth will provide output of recent cybersecurity and mainframe analysis****Up to 3 one hour working sessions will be conducted with call center agents / team leads****Call center/team leads will be available for working sessions in timely manner to understand backlog, constraints, and categories of citizen issues****Site heuristics will be limited to publicly facing functionality available on uiclaims.des.ky.gov and <https://kcc.ky.gov/Pages/default.aspx>****Site heuristics will be limited to English-language functionality only****II. Contract Components and Order of Precedence**

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

Procurement Statutes, Regulations and Policies.

Any written Agreement between the Parties.

**Any clarifications concerning the Contractor's proposal. and
The Contractor's proposal.**

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

Contractor shall not be responsible or liable for any delay or inability to perform the services to the extent caused by the Commonwealth's failure to promptly provide or enable (or cause others to provide or enable) Contractor access and use of relevant systems, applications, tools, records, information, and data that Contractor reasonably requires to perform the services.

Contractor assumes that the Commonwealth will secure and maintain all necessary rights, licenses, consents and authorizations from all data subjects and other relevant entities in compliance with applicable laws, rules, regulations, orders and judgments ("Applicable Laws") so that, among other things, Contractor's performance of its obligations will not be in violation of any Applicable Laws.

Contractor shall not be responsible or liable for unauthorized disclosure or use of personally identifiable information (PII) or any other data due to security incidents, breaches, or intrusions of Commonwealth networks,

systems, applications, databases, environments, or materials not owned or controlled by Contractor.

Contractor does not assume any of the Commonwealth's management responsibilities in connection with making eligibility determination for unemployment benefit claims. As between Contractor and the Commonwealth, the Commonwealth shall be solely responsible and liable for third-party claims that may arise from or relate to eligibility determinations made by the Commonwealth.

Contractor shall perform the services with professional care and skill ordinarily exercised by reputable firms providing similar services. Contractor makes no other warranties, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose, and the Commonwealth shall not make any warranty claims or demands against Contractor that are not based upon the express warranties set forth in this contract.

IV. Limitation of Liability

Neither party may recover from the other, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this contract or otherwise relating to the services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

Neither party may recover from the other, in contractor tort, under statute or otherwise, aggregate damages in excess of the fees paid by the Commonwealth for the services performed under this contract in connection with claims arising out of this contract or otherwise relating to the services, except that a) the foregoing damages cap does not apply to losses caused by

Contractor's fraud or willful misconduct; and b) the foregoing damages cap does not apply to claims that relate to unauthorized access to personally identifiable data by any third party ("Data Breach") arising from Contractor's failure to comply with laws and regulations applicable to Contractor in performing services hereunder. Contractor's aggregate liability for Data Breach claims shall be limited the three (3) times the fees paid by the Commonwealth for the services performed under this contract.

V. Pricing

Unemployment Claims Processing Support

Fees for Unemployment Claims Processing Support for the scope of work outlined above during the four-week engagement will be \$7,400,000 in totality to be invoiced in weekly installments as listed below:

Week 1 - \$ 124,320

Week 2 - \$2,000,000

Week 3 - \$2,000,000

Week 4 - \$2,000,000

Week 5 - \$1,275,680

UI System and Website Assessment

Fees for UI System and Website Assessment for the scope of work outlined above during the two-week engagement will be \$198,000 in totality to be invoiced in weekly installments as listed below:

Week 1 - \$99,000

Week 2 - \$99,000

Payment of all invoices is expected within 30 days of receipt of the invoice.

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VI. Invoicing

The Contractor should submit invoices based on the schedule outlined in Section V above.

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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 <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> 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.

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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: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

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:

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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.

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

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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
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)

_____ 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:

_____ 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:

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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:

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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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.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

EWDC Attorney

Date