

CONTRACT

THIS CONTRACT made and entered into this 30 day of June 2017, by and between the Teachers' Retirement System of the Commonwealth of Kentucky, 479 Versailles Road, Frankfort, Kentucky, 40601, hereinafter referred to as "TRS", and Hagens Berman Sobol Shapiro LLP, 715 Hearst Ave, Suite 202, Berkeley, CA 94710, hereinafter referred to as the "Contractor".

WHEREAS, the parties have agreed to a renewal of the contract entered into on April 23, 2012, said contract expiring June 30, 2017; and

WHEREAS, the Contractor is a reputable, qualified and established law firm with securities litigation experience and has agreed to provide such legal services to TRS;

WHEREAS, TRS understands and acknowledges that Contractor provides similar legal services to other clients; and

NOW THEREFORE, it is hereby and herewith mutually agreed as follows:

1. Scope of Services

A. Services Prior to Formal Retention in a Case

With no guarantee that it will be retained in a particular case, the Contractor shall be available, absent a conflict of interest, and provide the following legal services to TRS through and under the supervision of staff legal counsel, when asked for by the TRS Executive Secretary, Deputy Executive Secretary, Chief Investment Officer, staff legal counsel, or their respective designees:

- a. Evaluate and bid on specific cases, including but not limited to, providing advice on strength of claims, projections for recoverable damages, potential defendants, expected defenses, results of investigations, proposed litigation strategy, choice of venue, whether to file for lead plaintiff or pursue a separate case, appropriate class periods, possible co-plaintiffs, corporate governance and other remedies to help deter future corporate misconduct, referral to enforcement agencies, engagement of experts, contingency fee arrangements and any other securities litigation matters when requested by TRS;
- b. Meet with and make presentations to the TRS Board or staff;
- c. Review and advise TRS on cases, motions, claims, legal principles and other securities or corporate fraud litigation issues, when requested;
- d. Retain, supervise and compensate investigators, experts, advisors, co-counsel, claims administrators and other litigation support resources, all subject to TRS advance approval and oversight;

B. Services After Retention in a Case

If retained to represent TRS in an action, the Contractor will:

- a. Draft pleadings, prepare briefs, attend hearings, manage discovery, review TRS files, interview and prepare TRS witnesses, take depositions, file motions, investigate claims, attend hearings, advise on settlement negotiations, engage experts, conduct trials, handle appeals and do everything else necessary and appropriate to diligently represent TRS on assigned matters, all under the direction and supervision of TRS and its staff legal counsel;
- b. Report to, consult with, and hold periodic meetings or teleconferences with TRS in regard to strategy, negotiations, attorney time expended, costs and developments on assigned matters or potential litigation, as directed;
- c. Regularly confer with TRS staff legal counsel on assigned matters and provide them with draft copies of pleadings, briefs, motions and other case filings for advance review, as directed;
- d. Coordinate with TRS on communications with the press, regulators, enforcement agencies, the public and other stakeholders, regarding assigned matters;
- e. Retain, supervise and compensate investigators, experts, advisors, co-counsel, claims administrators and other litigation support resources, all subject to TRS advance approval and oversight;
- f. Review and advise TRS on cases, motions, claims, legal principles and other securities or corporate fraud litigation issues, when requested;
- g. Provide other legal services related to securities or corporate fraud, as requested by TRS; and
- h. Contractor may decline to represent TRS in any matter or action within Contractor's sole discretion.

2. **Fees and Costs.** Services provided to TRS pursuant to this Contract shall be on a full contingency basis. The Contractor shall be responsible for advancing all costs and expenses of any litigation and related legal services handled for TRS. This shall include, but not be limited to, filing fees, transcripts, photocopying, postage, mailing charges, travel expenses, legal research, computerized document management system charges, witness fees, telephone and facsimile charges, expert fees, investigation costs, consultant expenses and firm employee compensation. No contingency fee schedule or arrangement for reimbursement of costs shall be binding until approved in a writing signed by TRS. All expert witness, co-counsel, local counsel, advisor, expert witness, claims administrator and other service provider fee agreements on TRS matters

shall be subject to advance TRS approval. TRS shall have no liability for or obligation to pay any fees or costs associated with litigation or services related to this Contract. The Contractor may not file a motion for payment of fees or reimbursement of costs in any matter hereunder without advance written approval of TRS. A separate contingency fee agreement shall be established for each matter assigned to the Contractor hereunder, and fees may not exceed the amounts set forth in the Contractor's RFP response, without demonstration of necessity under circumstances of the case and TRS' written approval. TRS may, in its sole discretion, agree to modification of an approved fee schedule if it determines that circumstances have changed and doing so is reasonably necessary for effective representation in the case.

3. **Assignment of Firm Personnel.** The Contractor shall specify personnel who will be assigned to its team for each TRS matter when it is engaged for that matter. Members of the team shall be satisfactory to TRS and may not be changed or dropped without TRS consent unless a member of the team shall no longer be employed by the Contractor or becomes incapacitated for reasons of illness that render the team member incapable of effectively prosecuting the matter. Primary contacts shall be identified by the Contractor and TRS for each matter.

4. **Training/Seminars.** In the event the Contractor conducts seminars, training sessions or similar events which are generally made available to the Contractor's clients receiving similar services, TRS shall be invited to attend upon the same terms and conditions as such other clients. If the Contractor offers to pay the cost of such events and/or expenses incurred by the other clients in such events, the Contractor shall pay for such expenses by TRS on the same basis as the Contractor pays for its other clients, subject to applicable ethics code and legal restrictions.

5. **Duration of Contract.** The period in which subject services are to be performed is July 1, 2017, through June 30, 2022. At the expiration of its term, this Contract may, at the option of the parties hereto, be renewed by further periods not to exceed twelve (12) months for each such renewal.

6. **Termination or Cancellation.** Termination or cancellation of this Contract may be effected at any time by either party upon thirty (30) days advance written notice. The notice of termination shall be served on the other party by courier, registered or certified mail. In addition, termination of the Contractor's representation of TRS in any litigation awarded pursuant to this Contract may be effected by TRS upon written notice to the Contractor, subject to any rights the Contractor has reserved in the case engagement agreement to seek payment of fees and expenses out of any recovery.

7. **Conflict of Interest.** Contractor hereby represents and warrants that it has not and will not pay or cause to be paid any money, fees, political contributions or other things of value to any third party as result of or in relation to award of this Contract, selection as counsel for any matter hereunder, or provision of services to TRS, without TRS's informed written consent. Contractor hereby represents and warrants that it has not and will not accept any money, fees, or other things of value from any third party as a result of or in relation to provision of services to TRS, without TRS's informed written consent. In addition, Contractor agrees to act as a fiduciary to TRS in regard to any rights, claims, payments, fees or other things of value in connection with the services provided by Contractor to TRS contemplated under this Contract, unless the

Contractor's disposition, acceptance or retention of such item was fully disclosed to and approved by TRS in writing. Notwithstanding the foregoing, if the Contractor represents TRS as a plaintiff in class litigation brought pursuant to Federal Rule of Civil Procedure 23, any duties owed to TRS will be subject to the fiduciary duties owed by the Contractor to the class as a whole. Contractor agrees to exercise independent professional judgment, without conflict of interest, in providing legal services to TRS. TRS, however, acknowledges that Contractor provides securities evaluation and litigation services to other clients and that such representation does not constitute a conflict of interest. Contractor shall certify as to its compliance with this section and the TRS Conflict of Interest and Confidentiality Policy by executing the TRS External Service Provider Conflict of Interest Statement upon execution of this Contract and at the end of each calendar year during the term hereof. The TRS Conflict of Interest and Confidentiality Policy is attached hereto and incorporated herein as Exhibit 1 and External Service Provider Conflict of Interest Statement is attached hereto and incorporated herein as Exhibit 2. Contractor hereby certifies that Contractor is legally entitled to enter into this Contract with TRS and certifies that Contractor is not and will not be violating any conflict of interest statute (KRS 121.056 or any other applicable statute) or regulation by the performance of this Contract. The Contractor shall not engage directly or indirectly in any financial or other transaction with a trustee or employee of TRS which would violate standards of the Executive Branch Ethics provisions, as set forth in KRS Chapter 11A. Further, the Contractor represents and warrants that neither the firm, nor its employees, have violated or will violate any of the Executive Branch Ethics provisions or the campaign finance laws of the Commonwealth, and the award of a contract to the firm will not violate any of the Executive Branch Ethics provisions or the campaign finance laws of the Commonwealth or the TRS Conflict of Interest and Confidentiality Policy.

8. **Relationship of the Parties; Legal Compliance.** Contractor warrants that all work performed by Contractor under this contract is and shall be performed as an independent contractor. Contractor shall be responsible for compliance with all laws, rules and regulations by its respective employees, including, but not limited to, rules of professional responsibility, court rules, rules of civil procedure, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. This contract shall not be construed so as to create a partnership or joint venture between Contractor and TRS.

9. **Amendments and Renewal.** Any written modifications, amendments, extensions or additions to this Contract, or engagements in specific matters hereunder, shall be effective only when signed by both parties.

10. **Notices of Material Changes.** Contractor shall notify TRS in writing within five (5) business days of any material changes in senior officers providing or overseeing the services to TRS identified herein, significant legal actions instituted against Contractor, or any significant investigations, examinations, or other proceedings commenced by any governmental agency including, but not limited to, investigations by any bar association, relating to the kinds of services identified herein. Notices required in this section shall be served on TRS by registered or certified mail.

11. **Assignment.** This contract may not be assigned by Contractor without the written consent of TRS. Further, the obligations of Contractor under this contract shall be considered

personal obligations of Contractor, performable solely by the Contractor and Contractor may not delegate its duties hereunder to any entity, other than an employee of Contractor, without the express written consent of TRS. TRS, upon its determination of need for certain distinctive services related to any legal matter or business operations matter, and by providing written authorization to Contractor, may authorize Contractor to obtain services from non-legal professionals to satisfy TRS's need for such distinctive services.

12. **Liability; Indemnification.** TRS shall have no liability for acts, omissions, or negligence of the Contractor, its officers, employees, agents, experts or advisors. The Contractor shall indemnify and hold TRS, its officers, employees and other agents harmless from and against any claims, actions or liabilities arising out of the services provided to TRS on matters assigned hereunder, including any Rule 11 or other sanctions imposed on TRS as a result of advice, acts, omissions or negligence attributable to the Contractor.

13. **Insurance.** The Contractor shall at all times during the term of this Contract maintain a professional liability insurance policy with coverage limits of at least \$20 million. Upon engagement for a specific matter, the Contractor shall provide TRS with confirmation from the insurer of the firm's professional liability coverage, which shall include a requirement that TRS be notified in advance of amendment, termination or cancellation of the coverage. If TRS determines that it desires to retain Contractor for representation in a specific matter, and if TRS determines that the coverage limits identified in this section are insufficient for the specific matter, this section shall be subject to reconsideration and good faith renegotiation by the parties in regard to the appropriate amount of additional coverage, if any, that may be required. If the parties fail to agree on the appropriate amount of additional coverage, if any, TRS shall have the right to reconsider other law firms for representation in the specific matter and neither party shall have any obligation to the other in regard to the specific matter.

14. **Controlling Law; Jurisdiction and Venue; Waiver.** All questions as to the execution, validity, interpretation, construction, and performance of this Contract and engagement agreements for specific matters hereunder shall be construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of laws principles thereof. Contractor hereby consents to the jurisdiction of the courts of the Commonwealth of Kentucky and further consents that venue shall lie in Franklin Circuit Court located in Franklin County, Kentucky. To the extent that Contractor may now or hereafter be entitled to claim for itself or its assets immunity from suit, execution, attachment (before or after judgment) or other legal process in regard to disputes hereunder, Contractor, to the extent it may effectively do so, irrevocably agrees not to claim, and it hereby waives, same.

15. **Auditing.** The Contractor agrees that TRS shall have reasonable access at no charge to any books, documents, papers, records, or other evidence, which is directly pertinent to services provided under this Contract, including any engagement for a specific matter hereunder. Case files and records shall be maintained for at least five years after the conclusion of the litigation and shall be available to TRS for at least two years after the case is closed. Such files and records may be maintained in electronic files. Duplicate records do not need to be maintained.

16. **Access to Confidential Information; Contractor Policies.** The Contractor's employees, agents and subcontractors may have access to confidential information maintained by TRS to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all non-public information received pursuant to this contract is confidential and subject to the provisions of KRS 161.585 unless otherwise designated by TRS. Upon request, TRS will clarify whether the non-public information is subject to KRS 161.585. The Contractor shall provide to TRS, within ten days of executing this Contract, a written description of its policies and procedures to safeguard confidential information. The Contractor shall provide TRS with written copies of updates or changes to these policies in a timely manner. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor shall provide physical and logical protection for all TRS written and electronic information. Confidential electronic information that, after clarification, is determined to fall under KRS 161.585 shall be encrypted during transport and at rest. The Contractor shall remain the responsible authority in charge of all information collected, used, or disseminated by the Contractor in connection with the performance of this contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this contract. The private or confidential information shall remain the property of TRS at all times.

a. **No Dissemination of Confidential Information.** No confidential information collected, maintained, or used in the course of the Contract shall be disseminated except as authorized or required by law and with the written consent of TRS, either during the term of this Contract or thereafter. Any information supplied to or created by the Contractor in delivery of services hereunder shall be considered the property of TRS. The Contractor must return any and all information collected, maintained, created or used in the course of the performance of services under this Contract, in whatever form it is maintained, promptly at the request of TRS.

b. **Subpoena.** In the event that a subpoena, discovery request or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify TRS and cooperate with TRS in any lawful effort to identify information that must be produced and protect the other information.

c. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to TRS any unauthorized disclosure of confidential TRS information. TRS may manage the disclosure in accordance with established policies. The Contractor, at the sole discretion of TRS, shall provide no cost credit monitoring services for TRS' members that are part of a potential disclosure. The Contractor shall bear the cost of notification to TRS's members that are involved in a potential disclosure event, including individual letters and/or public notice.

d. **Public Records.** Records of TRS, including those involved in litigation, may be subject to public access under Kentucky law. The Contractor agrees to cooperate with TRS at no charge in handling and responding to any public records requests.

e. **Survives Termination.** The Contractor's obligations under this section regarding the security, confidentiality, and ownership of information as set forth in this section shall survive termination of this contract.

17. **Authorized Signature.** The undersigned, Gary L. Harbin, CPA, is Executive Secretary of TRS and as such has been duly authorized by the Board of Trustees of TRS to sign this contract in behalf thereof, therefore, binding TRS to the provisions of this contract.

18. **Authorized Signature.** The undersigned, Reed L. Kothrin, is Partner of the Contractor and is duly authorized to sign this contract on behalf of the Contractor and the signature binds Contractor to the provisions of this Contract.

19. **Severability.** The provisions of this Contract shall be deemed severable, and unenforceability of any one or more provisions shall not affect the enforceability of any of the other provisions. In addition, if any provision of this contract, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

20. **Miscellaneous Provisions.**

- a. The representations and warranties contained in Section VIII of the RFP submitted prior to the original contract and attached hereto and incorporated herein as Exhibit 3, are hereby affirmed and renewed.
- b. During the term of this Contract, the Contractor shall promptly notify TRS in writing of any court sanction imposed on the firm, any malpractice claim settlement or judgment against the firm, any court ordered reduction in legal fees requested by it in a class action or any voluntary fee reduction in response to a class member objection to the firm's motion for an award of legal fees in a class action.
- c. If engaged by TRS to serve as lead counsel in a class action, the Contractor shall:
 - i. Hold back at least 15 percent of class counsel's contingency fee award to be paid at the time the final recovery distribution is made to class members.
 - ii. Post all major pleadings, briefs, decisions and class notices on a case internet website that is publicly available and which is identified in notices to the class.
 - iii. File its motion for approval of legal fees and post it on the case internet public website, together with supporting materials, at least 21 days prior to the deadline for objecting to legal fees.

- iv. Promptly advise TRS of all objections to the settlement or legal fees that are filed.

21. **Principal Contact.** Reed R. Kathrein shall be the principal contact for the Contractor for the implementation of the services set forth in this contract.

22. **Principal Contact.** Robert B. Barnes, Deputy Executive Secretary of Operations and General Counsel, shall be the principal contact for TRS for the implementation of the services set forth in this contract.

~~TEACHERS' RETIREMENT~~ SYSTEM OF THE STATE OF KENTUCKY

BY: 

Gary L. Harbin, CPA
Executive Secretary
Kentucky Teachers' Retirement Systems
479 Versailles Road
Frankfort, Kentucky 40601
In behalf of TRS

CONTRACTOR 

BY: 

Name: *Reed Kathrein*
Title: *Partner*
Address:
In behalf of Contractor

Approved as to Form and Legality:

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF KENTUCKY


Robert B. Barnes
Deputy Executive Secretary Operations and General Counsel

EXHIBIT 1

CONFLICT OF INTEREST AND CONFIDENTIALITY POLICY

INTRODUCTION

1. Adoption of Conflict of Interest and Confidentiality Policy

Pursuant to the provisions of KRS 161.250, the Board of Trustees (board) of the Teachers' Retirement System of the State of Kentucky (TRS) is vested with the responsibility for the general administration and management of the retirement system. The Board may adopt procedures necessary to conduct the business of the retirement system as needed. The law shall control if any inconsistency exists between the law and this policy.

2. Statement of Conflict of Interest and Confidentiality Policy

TRS recognizes the need to maintain the public's confidence and trust in the integrity of TRS and the Commonwealth of Kentucky. Individuals associated with TRS must not engage in activities that have the potential to become a conflict of interest in their association with TRS. Likewise, individuals associated with TRS must not release information about TRS or any of its members that would breach any duty to protect such information. TRS recognizes the need to establish procedures to prevent such conflicts or breaches.

3. Purpose

The purpose of this Conflict of Interest and Confidentiality Policy is to: establish which individuals are subject to TRS's conflict of interest provisions; establish the specific standards of conduct with regard to conflict of interest; establish standards with regard to the confidentiality of information; and establish procedures for obtaining written conflict of interest statements and confidentiality agreements from certain individuals.

4. Procedures Regarding Conflicts of Interest and Confidentiality

A. Application of Policy

1) This policy shall apply to all individuals who have a statutory, contractual or working relationship with TRS.

2) Individuals affected by this policy shall include, but are not limited to:

a) Employees of TRS;

b) The board;

- c) Independent contractors of TRS;
- d) Vendors of TRS;
- e) Employees or Officers of the Commonwealth of Kentucky providing legal or expert advice at the request of TRS; and
- f) Any person acting in a fiduciary capacity for TRS.

B. Standards of Conduct Regarding Conflicts of Interest

- 1) Individuals have an obligation to diligently identify, disclose, avoid and manage conflicts of interest.
- 2) Potential conflicts of interest exist when an individual or an individual's family may be directly or indirectly financially impacted, whether favorably or detrimentally, by a decision made by TRS in which the individual participates.
- 3) Individuals and their family members should not enter into any contract with TRS or any agency doing business with TRS for financial gain, apart from an employment contract, without full disclosure and satisfactory management of any potential conflict of interest in accordance with the Executive Branch Code of Ethics and this policy.
- 4) Individuals should not be involved in the decision to hire or in the supervision of any member of their family as defined by the Executive Branch Code of Ethics.
- 5) Individuals should not conduct business or participate in decisions with a company or agency in which the individual or family member is employed or is actively seeking employment.
- 6) Individuals should not accept campaign contributions, gifts, loans, gratuities, discounts, services or other compensation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the individual in the performance of their duties for TRS.
- 7) Individuals must avoid all conduct that in any way might lead the public to believe that the individual is using his or her position with TRS to further a professional, political or private interest.
- 8) Individuals not covered by the conflict of interest provisions under KRS Chapter 11A must not violate any conflict of interest statute or principle by the performance of their duties with TRS. These individuals must not engage directly or indirectly in any financial or other transaction with a trustee or employee of TRS that would violate the standards of the Executive Branch Ethics provisions, as set forth in KRS Chapter 11A.

C. Standards of Conduct Regarding Confidentiality

- 1) Individuals associated with TRS may be granted access to confidential information in the course of being a TRS employee, board member or contractor.
- 2) This information may include, but is not limited to, investment trade data; individual member information, including but not limited to, Social Security numbers, names, addresses, phone numbers, birth dates, beneficiaries, health insurance information, member numbers; documents; records; programs; files; scientific or technical information; and other information made available to individuals for purposes of completing their obligations to TRS.
- 3) These individuals have a duty to keep confidential the information to which they are granted access as a result of their association with TRS.
- 4) TRS and these individuals shall also recognize that confidential member information is protected under KRS 161.585.

5. Written Statements of Conflict of Interest and Confidentiality

- A. On an annual basis, the Executive Secretary, Deputy Executive Secretaries, Chief Investment Officer, Director of Investment Strategies, Chief Financial Officer, the members of the board, independent contractors, vendors of TRS and other persons identified in Section 2 (2) shall file a written conflict of interest statement on the form(s) provided by TRS and adopted by the Board of Trustees.
- B. Upon proposal for contract and continuing on an annual basis, any independent contractors and vendors of TRS shall file a written confidentiality agreement on the form provided by TRS and adopted by the Board of Trustees. This form may be amended to conform to specific needs of the individual vendor or contractor as deemed necessary by general counsel or designee.
- C. Other employees of TRS also may be requested to file a written conflict of interest statement as needed or requested by the board.
- D. An individual who abstains from involvement in an official decision because of a personal or private interest must disclose that fact in writing to the executive secretary.

6. Ethics and Confidentiality

Individuals as set forth above shall conform to the Executive Branch Code of Ethics with regard to conflicts of interests as set forth in KRS Chapter 11A and this policy. Individuals as set forth above shall conform to the confidentiality requirements of KRS 161.585.

Adopted March 16, 2009; amended September 19, 2016

EXHIBIT 2

**TEACHERS' RETIREMENT SYSTEM
OF THE STATE OF KENTUCKY**

**EXTERNAL SERVICE PROVIDER
CONFLICT OF INTEREST STATEMENT**

I, Reed R. Kerbrin, in my role as legal contractor for the Teachers' Retirement System of the State of Kentucky (TRS), recognize the need to maintain the public's confidence and trust in the integrity of TRS and the Commonwealth of Kentucky.

I understand that I have the obligation to diligently identify, disclose, avoid and manage conflicts of interest that may arise through my relationship with TRS.

I will conduct my activities with TRS so that I do not advance or protect my own interests or the private interests of others with whom I have a relationship in a way that is detrimental to the interests of TRS.

In every instance in which I am acting on behalf of TRS, I will conduct my activities in a manner to best promote the interests of TRS.

I agree not to attempt to influence TRS in disregard of the public interest at large.

In all matters where an official decision must be made that may favorably or detrimentally impact my own financial interests or the financial interests of other individuals or organizations with whom I have a relationship, I will reveal that relationship and abstain from involvement in the official decision.

When a conflict of interest arises, or when a potential conflict of interest arises, I will disclose that conflict or potential conflict to my contact person at TRS and seek resolution of that issue.

I agree not to violate any conflict of interest statute or principle by the performance of my duties with TRS. I will not engage, directly or indirectly, in any financial or other transaction with a trustee or employee of TRS that would violate the standards of the Executive Branch Ethics provisions, as set forth in KRS 11A.

Agreed this the 26th day of June, 2012.

Signature

Reed R. Kerbrin

Name

Partner

Title

Hagerman Bernas Sobol Shapiro LLP

Company

EXHIBIT 3

VIII. REPRESENTATIONS AND WARRANTIES

A. Respondent warrants that it will not delegate its fiduciary responsibilities.

B. Respondent represents and warrants that it meets all of the minimum qualifications applicable to the firm under Section VII.A of this RFP and further:

1. Agrees to act as a "fiduciary" with respect to KTRS [n/k/a "TRS"] within the scope of Contractors' representation of KTRS;
2. Has disclosed any and all conflicts of interest with KTRS and must provide a list of any and all conflicts of interest or an affirmative statement that none exist.

C. Respondent represents and warrants, under penalty of perjury, that it has not, within the past three (3) years, offered or paid, and will not pay, and has not given and will not give during the pendency of this RFP or the term of any contract received hereunder, any gift, gratuity, fee, remuneration or value directly or indirectly to KTRS or any of its board members, officers, employees, or elected or appointed officials of the Commonwealth of Kentucky, including by or through any agent or any third party, except as disclosed to KTRS with its response to this RFP and as required pursuant to any contract received hereunder, including, but not limited to, a finder's fee, cash solicitation fee or a fee for consulting, political contribution, lobbying or otherwise.

D. Respondent represents and warrants that it has established ethics and conflicts of interest policies and procedures that meet standards of conduct applicable to KTRS, and proper internal compliance controls are in place.