

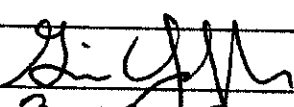
**DISCLOSURE BY STATE EMPLOYEE OF FINANCIAL INTEREST IN A STATE CONTRACT
AND CERTIFICATION BY HEAD OF CONTRACTING AGENCY
AS REQUIRED BY G. L. c. 268A, § 7(b)**

RECEIVED
STATE ETHICS COMMISSION

STATE EMPLOYEE INFORMATION	
Name of state employee:	Gina Yarbrough 2015 APR 13 AM 10:17
Title/ Position	Associate General Counsel
Fill in this box if it applies to you.	If you are a state employee because a state agency has contracted with your company or organization, please provide the name and address of the company or organization.
Agency/ Department	Office of the General Counsel - Mass Community Collg
Agency Address	c/o middlesex Community College 591 Springs Road Bedford MA 01730
Office phone:	781-275-9400
Office e-mail:	yarbroughg@middlessex.mass.edu
	Check one: <input checked="" type="checkbox"/> Elected or <input type="checkbox"/> Non-elected
Starting date as a state employee.	In this position - November 2005 Previously worked for state 1993 - 2000
BOX # 1	ELECTED, COMPENSATED STATE EMPLOYEE - N/A
Select either STATEMENT #1 or STATEMENT #2.	I am an elected, compensated state employee, other than a state Senator or a state Representative.
Write an X beside your financial interest.	<p><input type="checkbox"/> STATEMENT #1: I had one of the following financial interests in a contract made by a state agency before I was elected to my compensated state employee position. I will continue to have this financial interest in a state contract. OR</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a state agency.</p> <p>My financial interest in a state contract is:</p> <p><input checked="" type="checkbox"/> I have a non-elected, compensated state employee position.</p> <p><input type="checkbox"/> A state agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a state agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a state agency and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the state has contracted for my services in particular.</p>
BOX # 2	NON-ELECTED, COMPENSATED STATE EMPLOYEE
Select either STATEMENT #1 or STATEMENT #2.	I am a non-elected, compensated state employee.
	STATEMENT #1: I had one of the following financial interests in a contract made by a state agency before I took a position as a non-elected state employee. I will continue to have this financial interest in a state contract.

MAR 23 2015

<p>Write an X beside your financial interest.</p>	<p>My financial interest in a state contract is:</p> <p><input type="checkbox"/> A state agency has a contract with me, but not an employment contract.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a state agency has with another person or an entity, such as a company or organization.</p> <p>- OR -</p> <p><input checked="" type="checkbox"/> STATEMENT #2: I will have a new financial interest in a contract made by a state agency.</p> <p>My financial interest in a state contract is:</p> <p><input checked="" type="checkbox"/> I have a non-elected, compensated state employee position.</p> <p><input checked="" type="checkbox"/> A state agency has a contract with me.</p> <p><input type="checkbox"/> I have a financial benefit or obligation because of a contract that a state agency has with another person or an entity, such as a company or organization.</p> <p><input type="checkbox"/> I work for a company or organization that has a contract with a state agency, and I am a "key employee" because the contract identifies me by name or it is otherwise clear that the state has contracted for my services in particular.</p>
<p align="center">FINANCIAL INTEREST IN A STATE CONTRACT</p>	
<p>Name and address of state agency that made the contract</p>	<p>Massachusetts Board of Bar Examiners Edward W. Brooke Courthouse 24 New Chardon Street 1st Floor Boston MA 02114</p>
<p>Please put in an X to confirm these facts.</p>	<p>"My State Agency" is the state agency that I serve as a state employee.</p> <p>The "contracting agency" is the state agency that made the contract.</p> <p><input checked="" type="checkbox"/> My State Agency is not the contracting agency.</p> <p><input checked="" type="checkbox"/> My State Agency does not regulate the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> In my work for my State Agency, I do not participate in or have official responsibility for any of the activities of the contracting agency.</p> <p><input checked="" type="checkbox"/> The contract was made after public notice or through competitive bidding.</p>
<p>FILL IN THIS BOX OR THE BOX BELOW</p>	<p>ANSWER THE QUESTION IN THIS BOX IF THE CONTRACT IS BETWEEN THE STATE AND YOU.</p> <p>- Please explain what the contract is for.</p> <p>Personal services contract to grade bar exam question</p>
<p>FILL IN THIS BOX OR THE BOX ABOVE</p>	<p>ANSWER THE QUESTIONS IN THIS BOX IF THE CONTRACT IS BETWEEN THE STATE AND ANOTHER PERSON OR ENTITY.</p> <p>- Please identify the person or entity that has the contract with the state agency.</p> <p>- What is your relationship to the person or entity?</p> <p>- What is the contract for?</p>

What is your financial interest in the state contract?	- Please explain the financial interest and include the dollar amount if you know it. I am paid \$6 per exam graded. I was paid approximately \$2500+ for Spring 2015 and anticipate \$4500 for Summer 2015 exam. See attached contracts
Date when you acquired a financial interest	March 2015 for the Spring 2015 Bar Exam July 2015 for the Summer 2015 Bar Exam
What is the financial interest of your immediate family?	- Please explain the financial interest and include the dollar amount if you know it.
Date when your immediate family acquired a financial interest	
Write an X to confirm each statement.	<p>FOR A CONTRACT FOR PERSONAL SERVICES –</p> <p>Answer the questions in this box ONLY if you will have a contract for personal services with a state agency (i.e., you will do work directly for the contracting agency).</p> <p>I will have a contract with a state agency to provide personal services.</p> <p><input checked="" type="checkbox"/> The services will be provided outside my normal working hours as a state employee.</p> <p><input checked="" type="checkbox"/> The services are not required as part of my regular duties as a state employee.</p> <p><input checked="" type="checkbox"/> For these services, I will be compensated for not more than 500 hours during a calendar year.</p>
Employee signature:	
Date:	3-18-2015

Attach additional pages if necessary.

NOT A PERSONAL SERVICES CONTRACT – File disclosure with:

State Ethics Commission
One Ashburton Place, Room 619
Boston, MA 02108

SEE CERTIFICATION REQUIRED FOR PERSONAL SERVICES POSITIONS, BELOW.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): <u>Gina Yarbrough</u>		COMMONWEALTH DEPARTMENT NAME: Board of Bar Examiners	
Legal Address: (W-9, W-4, T&C): <u>16 Maple St. Arlington 02476</u>		MMARS Department Code: BBE	
Contract Manager: <u>Gina Yarbrough</u>		Business Mailing Address: 24 New Chardon ST. 1st Floor, Boston, MA 02114	
E-Mail: <u>ginyarbrough@gbm.com</u>		Billing Address (if different):	
Phone: <u>617-840-0040</u> Fax: <u>—</u>		Contract Manager: Katherine Ahern	
Contractor Vendor Code:		E-Mail: <u>katherine.ahern@bbe.state.ma.us</u>	
Vendor Code Address ID (e.g. "AD001"): AD		Phone: 617-482-4466 Fax: 617-542-5943	
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT BBE 4000 FY15examgraderxxxxxx	
NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date Prior to Amendment: <u>20</u>	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ <u>—</u> (or "no change")	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)		<input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)	
<input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>—</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>—</u> % PPD; Payment issued within 15 days <u>—</u> % PPD; Payment issued within 20 days <u>—</u> % PPD; Payment issued within 30 days <u>—</u> % PPD. If PPD percentages are left blank, identify reason: <u>—</u> agree to standard 45 day cycle <u>—</u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u>—</u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY15 bar exam grading at a rate of \$6.00 per essay read and graded.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<input type="checkbox"/> 2. may be incurred as of <u>20</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> .			
<input checked="" type="checkbox"/> 3. were incurred as of <u>March 1, 2015</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2015</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: <u>[Signature]</u> Date: <u>3/19/2015</u>		X: <u>—</u> Date: <u>—</u>	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Gina Yarbrough</u>		Print Name: <u>Marilyn Wallington</u>	
Print Title: <u>—</u>		Print Title: <u>Executive Director</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a): <u>Gina Yarbrough</u>	COMMONWEALTH DEPARTMENT NAME: Board of Bar Examiners	
Legal Address: (W-9, W-4, T&C): <u>16 Maple St Arlington MA</u>	MMARS Department Code: BBE	
Contract Manager: <u>J 02476</u>	Business Mailing Address: 24 New Chardon St., 1st Flr. Boston, MA 02114	
E-Mail: <u>gmarieyarbrough@gmail.com</u>	Billing Address (if different):	
Phone: <u>617 840 0047</u> Fax:	Contract Manager: Katherine Ahern	
Contractor Vendor Code:	E-Mail: Katherine.Ahern@bbe.state.ma.us	
Vendor Code Address ID (e.g. "AD001"): AD ____	Phone: 617-482-4466	Fax: 617-542-5943
(Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s):	
	RFR/Procurement or Other ID Number:	

<p align="center">NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input checked="" type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p align="center">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
--	--

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☐ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 4,500.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____% PPD; Payment issued within 15 days ____% PPD; Payment issued within 20 days ____% PPD; Payment issued within 30 days ____% PPD. If PPD percentages are left blank, identify reason: ____agree to standard 45 day cycle ____statutory/legal or Ready Payments (G.L. c. 29, § 23A); ____only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Grading of Bar Exam essays for the Massachusetts Bar Exam.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
2. may be incurred as of August 10, 2015, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 12/31, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: [Signature] Date: 7/20/15
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Gina Yarbrough
Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Marilyn J. Wellington
Print Title: Executive Director