



Commonwealth of Kentucky CONTRACT

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Document Description: Familial Screening Y-Str reaction Kits & Overtime Analysis

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:Name: Michelle Lacy
Phone: 502-696-5615
E-mail: michelle.lacy@ky.gov**Vendor Name:**

KENTUCKY STATE POLICE

919 VERSAILLES ROAD

FRANKFORT KY 40601

Vendor No.

KY0034397

Vendor ContactName: FINANCIAL GRANTS MANAGEMENT
Phone: 502-782-1800
Email:**Effective From:** 07/01/2024**Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		MOA with Kentucky State Police for SAKI	\$0.000000	\$400,000.00	\$400,000.00

Extended Description:

Sexual Assault Kit Initiative (SAKI) Project scope includes review of cases, in conjunction with the OAG and SAKI Task Force to determine which, of up to 50 forensic CODIS hits, would be appropriate candidates for consideration of genealogy searches and/or phenotyping/ancestral analysis. Evidence for these cases would be resubmitted to the KSP laboratory for autosomal DNA and/or Y-STR analysis and subsequent familial testing.

Shipping Information:Office of the Attorney General
1024 Capital Center Dr, Suite 200

Frankfort KY 40601

Billing Information:Office of the Attorney General
1024 Capital Center Dr, Suite 200

Frankfort KY 40601

TOTAL CONTRACT AMOUNT:**\$400,000.00**

	Document Description	Page 2
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

**MEMORANDUM OF AGREEMENT
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
KENTUCKY STATE POLICE**

Recipient Agency: Kentucky State Police
Federal Tax ID Number: 61-0600439
Federal DUNS Number: 927678110
County: Statewide
Authorizing Official: Phillip Burnett Jr.
Title: Commissioner
Phone: (502) 782-1800
Project Director/Coordinator: Whitney Collins-Fouts, Laboratory and DNA Supervisor
(Purchasing & Grants)
100 Sower Blvd # 102,
Frankfort, KY 40601
Phone: (502) 564-5230
SAKI Grant Contact: Whitney Collins-Fouts, DNA Supervisor
Phone: (502)564-5230
Fiscal Officer/Payroll Clerk: Sarah Sudduth
Administrative Section Supervisor, Office of Administrative Services, 919 Versailles
Road, Frankfort, KY 40601
Phone: 502-782-1843

This AGREEMENT, effective from July 1, 2024 through June 30, 2026, between the Commonwealth of Kentucky, **Office of the Attorney General (OAG)**, party of the first part, hereinafter referred to as the **GRANTOR**, and **Kentucky State Police (KSP)** party of the second part, hereinafter referred to as the **GRANTEE**,

WITNESSETH:

WHEREAS, the OAG has received an award for The National Sexual Assault Kit Initiative (SAKI), administered by the Bureau of Justice Assistance (BJA), funded through a competitive grant program to support multidisciplinary community response teams engaged in the comprehensive reform of jurisdictions' approaches to sexual assault cases resulting from evidence found in previously unsubmitted sexual assault kits (SAKs). The focus of this initiative is on those previously "unsubmitted kits," which are defined as SAKs that had not been submitted to a forensic laboratory for testing with CODIS-eligible DNA methodologies. The goal of the SAKI is the creation of a coordinated community response that ensures the resolution of those cases, whenever possible, through a victim-centered approach. Specifically, 2019 and 2021 KySAKI furthers the general objectives of the original 2017 award, with the added specialized testing. These awards include forensic genealogy and phenotyping/ancestral analysis.

	Document Description	Page 3
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

WHEREAS, the **GRANTOR** is authorized by Federal Award Number 2019-H0860-KY-AK and 2021-15BJA-21-GG-04338.

WHEREAS, the **GRANTEE** has partnered with the Office of the Attorney General who serves as the lead applicant and is not eligible to be lead applicants for this award. **NOW THEREFORE**, in consideration of the mutual covenants herein set forth, the **GRANTOR** and the **GRANTEE** agree as follows:

I. Scope of GRANT AGREEMENT

A--The **GRANTEE**'s Grant/Project Application/Budget is incorporated into this agreement in whole. In the case of any conflict between the language of this **GRANT AGREEMENT** and the language of the Grant/Project Application, the language of this **GRANT AGREEMENT** shall prevail.

B--This **GRANT AGREEMENT** shall have an initial cap amount of \$400,000.00. This amount may be adjusted in accordance with Paragraph "E--Changes to Agreement" under Section "II.--Responsibilities of GRANTOR".

C--The work/tasks to be accomplished through this **GRANT AGREEMENT** and their associated costs shall be as follows: See Addendum A – Approved Budget

D--Scope of Services:

KSP Laboratory services to precede Genealogy Searches and Phenotyping/Ancestral Analysis. The Kentucky State Police Laboratory shall review cases, in conjunction with the OAG and SAKI Task Force to determine which, of up to 50 forensic CODIS hits from Phases I and II of the inventory and of up to 25 forensic CODIS hits from Phase III of the inventory, would be appropriate candidates for consideration of genealogy searches and/or phenotyping/ancestral analysis. Evidence for these cases would be resubmitted to the KSP laboratory for autosomal DNA and/or Y-STR analysis (generally for one crime scene and one known reference standard per case) and subsequent familial testing. Funding from these grants would cover costs for reagents to analyze these cases and overtime for the analysts to work the cases the autosomal DNA and/or Y-STR and familial portions of the case. The KSP Laboratory shall forward the appropriate evidence (items and/or DNA extracts, as available and applicable) to the approved third party vendor laboratory for the subsequent genealogy searches and/or phenotyping/ancestral analysis.

Kentucky State Forensic Lab shall provide additional staffing for the full-time position of a Kit Coordinator to fulfill the objectives of the grant. The Kit Coordinator shall work collaboratively with the KYOAG SAKI team, attend required SAKI TTA webinars, trainings, and SAKI task force meetings. The Safe Kit Coordinator will be located at the KSP Lab. This position will be responsible for the coordination of kits after they are tested and reviewed at the lab. It will involve the following job responsibilities:

	Document Description	Page 4
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

- 1.-Locating and tracking of kits after notifications have been sent from KSP lab;
- 2.-Coordinating with investigators and following-up when investigators get diverted on case, including cases eligible for FGG, and;
- 3.-Compiling stats for the KYOAG and federal reporting.

Pricing:

Line Item	Description	Contract Amt
1	MOA with Kentucky State Police for SAKI 2019-H0860-KY-AK	\$200,000.00
2	MOA with Kentucky State Police for SAKI 2021-15BJA-21-GG-04338	\$200,000.00

B--Utilization of Grant Funds:

GRANTEE agrees that only that portion of the Federal allocation necessary for the completion of the project (as detailed in the scope of this agreement) will be spent and that none of such funds will be spent until such documents as may be required by the **GRANTOR** have been submitted and the **GRANTOR's** written approval has been obtained. Use of this money is limited to the project listed on this document. Contract may be modified to reflect an additional or decreases in funds to be reflect any changes in federal funding.

C--Submission of Payment Requests/Supporting Documentation:

The **GRANTEE** shall submit requests for reimbursement on a monthly basis, as established by the **GRANTOR**. The reimbursement requests shall be submitted to the **GRANTOR** on a "Reimbursement Claim Form". Detailed backup documentation showing that work/expenditures for which the **GRANTEE** is requesting reimbursement has been completed shall be included. Additional documents must include payroll reports including employee name and amounts.

II.--Responsibilities of the GRANTOR

A--Reservation of GRANT Funding:

The amount of this **GRANT AGREEMENT** shall be reserved in an account under the **GRANTEE's** name from the **GRANTOR's** available federal funds designated for such activities.

B--Prompt Payment:

The **GRANTOR** shall make reimbursement to the **GRANTEE** in a timely manner, once the **GRANTOR** is satisfied that the work/expenditures for which reimbursement has been requested is applicable to this **GRANT AGREEMENT**, and that said work has been completed or purchases have been made.

C--Monitoring Work:

	Document Description	Page 5
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

The **GRANTOR** shall periodically review the work that is being completed under this **GRANT AGREEMENT** to verify that all work is in accordance with applicable Federal guidelines, and statutes and regulations of the Commonwealth of Kentucky.

D--Resolution of Disputes:

Any dispute concerning a question of fact in connection with the work not disposed of by this **GRANT AGREEMENT** between the **GRANTEE** and the **GRANTOR**, if not resolved by mutual agreement, shall be referred to the Secretary of the Finance and Administration Cabinet, Commonwealth of Kentucky or his duly authorized representative whose decision shall be final.

E--Changes to Agreement:

Any proposed change in this GRANT AGREEMENT shall be in writing and signed by the GRANTEE and the GRANTOR.

	Document Description	Page 6
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 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.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 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.

3.00 Cancellation Clause

Both parties 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.

4.00 Funding Out Provision

The state agency may terminate this agreement 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

	Document Description	Page 7
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 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.

6.00 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).

7.00 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 any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

	Document Description	Page 8
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

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

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

8.00 Discrimination

This section applies only to agreements 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 agreement, 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,

	Document Description	Page 9
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

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 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 agreement or with any of the said rules, regulations or orders, this agreement 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 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

	Document Description	Page 10
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

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.

	Document Description	Page 11
2400003329	Familial Screening Y-Str reaction Kits & Overtime Analysis	

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:

Stacy R. Woodrum
Signature

Stacy Woodrum
Printed Name

Office of Management and Budget
Title

April 16, 2024
Date

2nd Party:

Whitney Collins
Signature

Whitney Collins
Printed Name

Laboratory Supervisor
Title

04/16/24
Date

Approved as to form and legality:

Christopher Thacker
Attorney