



# Commonwealth of Kentucky

## PURCHASE ORDER

<b>Document Number</b>	PO 040 2100003762	<b>Version:</b>	1
Record Date:			
Document Description:	Training for TSAIP Conference		
Cited Authority:	FAP111-08-00-03 Visiting Speaker/Professor/Expert Witness/Performing Artist		
Reason for Modification:			

<b>Issuer Contact:</b>	<b>Ship To:</b>	<b>Bill To:</b>
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<b>Vendor Name:</b>	<b>Vendor No.</b>
Joseph Scaramucci	KS0009408
	<b>Vendor Contact</b>
	Name: Joseph Scaramucci
	Phone: 2544959644
	E-mail: joseph.scaramucci@gmail.com
10205 CONDOR LOOP WACO TX 76708	

	Effective From:	Effective To:		Description	Unit Price	Contract Amount	Total Price
1			EA	Speaker	\$650.000000	\$0.00	\$650.00

**Extended Description:**  
 Provide one ninety (90) to one hundred twenty (120) minute live training, via an online video conferencing platform to Kentucky prosecutors, law enforcement officers, victim advocates, health care professionals and social workers. This training shall be recorded, and available after each training.

Develop a PowerPoint presentation and deliver the training on December 7th, 2020, on a live, virtual format. The training shall be on the following topic: Sexual Assault Incident Report Writing. This segment is intended to be interactive and will focus on law enforcement. All attendees will be trained on how to identify relevant evidence and document details from victims, suspects, and witnesses. In particular, the speakers will note the importance of careful word choice and documentation.

Participate in planning meetings, as needed, with OAG and correspond with OAG to effectively develop and implement the trainings.

<b>TOTAL ORDER AMOUNT:</b>	<b>\$650.00</b>
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## AWARD CONTRACT

FOR

“Trauma-Informed Sexual Assault Investigations and Prosecution” conference

### I. AWARD OF CONTRACT:

This written notice of award shall be deemed to result in a binding contract with Det. Joseph Scaramucci (the “Contractor”) to provide one training for the “Trauma-Informed Sexual Assault Investigations and Prosecution” conference to be held virtually on December 7, 2020.

### II. SCOPE OF WORK:

WHEREAS, The Office of the Attorney General applied for and received a grant award from the Violence Against Women Act (“VAWA”), Application Number VAWA-2019-OAG-00642. The grant’s objectives include providing training to Kentucky’s prosecutors, law enforcement officers, and victim advocates. One of the trainings funded under the VAWA grant covers trauma-informed sexual assault investigation and prosecution. Det. Joseph Scaramucci is an expert in sexual assault investigations and report writing. This proposed training is important for prosecutors, law enforcement officers and medical practitioners to understand how to conduct victim interviews in a trauma-informed, victim-centered, professional manner. This training subject represents the contemporary best practices. This training will focus on the intersection between sexual violence and human trafficking.

#### **The Contractor agrees to:**

1.-Provide one ninety (90) to one hundred twenty (120) minute live training, via an online video conferencing platform to Kentucky prosecutors, law enforcement officers, victim advocates, health care professionals and social workers. This training shall be recorded, and available after each training.

2.-Develop a PowerPoint presentation and deliver the training on December 7th, 2020, on a live, virtual format. The training shall be on the following topic:

- a. Sexual Assault Incident Report Writing. This segment is intended to be interactive and will focus on law enforcement. All attendees will be trained on how to identify relevant evidence and document details from victims, suspects, and witnesses. In particular, the speakers will note the importance of careful word choice and documentation.

3.-Participate in planning meetings, as needed, with OAG and correspond with OAG to effectively develop and implement the trainings.

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**The Commonwealth Agrees To:**

- 1.-Advertise the training and recruit participants, including prosecutors, victim advocates, and law enforcement officers.
- 2.-Send materials prior to or concurrent with trainings to participants.
- 3.-Keep a record of registrants.
- 4.-Participate in planning meetings, as needed, with IAFN and correspond with IAFN personnel to effectively develop and implement the trainings.

**III. KENTUCKY SALES AND USE TAXES:**

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

**IV. COMPLIANCE WITH STATE LAWS:**

Contracts and orders shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws.

**V. CONTRACT MODIFICATIONS:**

No modification to this contract shall be permitted unless the Contractor receives written approval from the Office of Procurement Services.

If the Contractor believes modifications are necessary, he/she may request approval of the Office of Procurement Services. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

**VI. CONTRACTOR'S INVOICES AND PAYMENTS:**

The Contractor shall be paid \$650.00 for speaking services.

The Contractor shall prepare an invoice which shall be transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Invoices shall contain, at a minimum, the following information: Description of services and extended totals.

The Contractor 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 the Contractor's accurate invoice in accordance with KRS 45.453 and KRS 45.454.

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**VII. TAX EXEMPT STATUS:**

The Commonwealth of Kentucky is exempt from Federal Excise Tax and Kentucky Sales or Use Tax. Do not include these on any invoices.

**VIII. SHIPPING (If Applicable):**

All shipping shall be **F.O.B. Destination Freight Prepaid and Allowed.**

**IX. DELIVERY (If Applicable):**

Delivery shall be **December 7, 2020.**

**X. WARRANTY (If Applicable):**

The Contractor shall provide its most favorable warranty. A copy of such warranty shall be furnished to the agency upon delivery of the equipment. The Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

**XI. 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.

**XII. PROVISIONS FOR TERMINATION:**

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

**XIII. TOBACCO FREE:**

Pursuant Executive Order 2014-747, use of any tobacco product, including any electronic cigarette or vaping device is prohibited on any and all properties owned, leased or contracted for use by the Executive Branch of the Commonwealth of Kentucky.

**XIV. GOVERNING LAW:**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

**XV. QUANTITY BASIS OF CONTRACT-ESTIMATED QUANTITIES (If Applicable):**

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Any and all quantities mentioned in this Contract are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed during the term of the contract.

**XVI. ACCESS TO RECORDS:** The Contractor, as defined in KRS 45A.030 (9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

**XVII. DISCRIMINATION:** Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the Contractor agrees as follows:

1. 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.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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.

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3. The Contractor will send to each labor union or representative of workers with which he 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.

4. 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.

5. 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.

6. 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 may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. 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 contractor. 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 contractor 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:**

Stacy Woodrum  
Signature

Executive Director, Office of Admin. Services  
Title

Stacy Woodrum  
Printed Name

November 30, 2020  
Date

**2nd Party:**

[Signature]  
Signature

Detective  
Title

Joseph M. Scaramucci  
Printed Name

11/24/2020  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

Chaz English  
Attorney