



# Commonwealth of Kentucky CONTRACT

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Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

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KY0032862

**Vendor Contact**Name: GRANTS MANAGEMENT  
Phone: 502-852-3788  
Email: OSP@LOUISVILLE.EDU**Effective From:** 2022-07-01**Effective To:** 2023-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		MOA with University of Louisville for SAKI 2019-H0860-KY-AK	\$0.000000	\$50,000.00	\$50,000.00

**Extended Description:**

The KySAKI team has allotted \$50,000 for Dr. Bradley Campbell at the University of Louisville to study CODIS Hit Notification outcomes and to implement and evaluate trauma informed interview training for sexual assault investigators. The notification data will be gleaned from a survey link sent to all agencies who received a CODIS hit from SAFE kits tested using SAKI funds, as well as data collected by the Louisville Metro Police Department (LMPD) on CODIS hit notifications and case outcomes.

Two written research reports shall be provided in September of 2022. The first will present results from a pre-and post-training survey of officers who completed the training programs. This first report will present a quasi-experimental analysis that will include both between subjects and within subjects comparisons to assess training effectiveness. The second will detail the notification outcomes from CODIS hits using both the LMPD and survey link data.

**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

**\$50,000.00**

**TOTAL CONTRACT AMOUNT:**

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**MEMORANDUM OF AGREEMENT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
UNIVERSITY OF LOUISVILLE**

**Recipient Agency: University of Louisville**

**Federal Tax ID Number: 61-1029626**

**Federal DUNS Number: 05-758-8857**

**County: Statewide**

**Authorizing Official: Bradley A. Campbell**

**Title: Assistant Professor, Dept. of Criminal Justice**

**Phone: (502) 852-4763**

**Project Director/Coordinator: Bradley A. Campbell**

**Louisville, KY**

**Fiscal Officer/Payroll Clerk: Kamla Gant**

**Address: University of Louisville,**

**Brigman Hall Room 200,**

**Louisville, KY 40292**

**Phone: /Fax: 502-852-0974/502-852-0065**

This AGREEMENT, effective July 1, 2022 through June 30, 2023, between the Commonwealth of Kentucky, **Office of the Attorney General**, party of the first part, hereinafter referred to as the **GRANTOR**, and **University of Louisville Research Foundation** party of the second part, hereinafter referred to as the **GRANTEE**,

**WITNESSETH:**

**WHEREAS**, the Office of the Attorney General 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 "unsubmitted kits" which are defined as SAKs that have not been submitted to a forensic laboratory for testing with CODIS-eligible DNA methodologies. This includes partially tested SAKs as defined below.

The goal of the SAKI is the creation of a coordinated community response that ensures just resolution to these cases, whenever possible, through a victim-centered approach, as well as to build jurisdictions' capacity to prevent the development of conditions that lead to high numbers of unsubmitted SAKs in the future. This holistic program provides jurisdictions with resources to address their unsubmitted SAK issue, including support to inventory, test, and track SAKs; create and report performance metrics; access necessary training to increase effectiveness in addressing the complex issues associated with these cases and engage in multidisciplinary policy development, implementation, and coordination; and improve

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practices related to investigation, prosecution, and victim engagement and support in connection with evidence and cases resulting from the testing process; and

**WHEREAS**, the **GRANTOR** is authorized by Federal Award Number 2019-AK-BX-0015. This project is supported under FYI 2019(BJA - Sexual Assault Kit Initiative) Pub. L. No. 115-31, 131 Stat 135, 204, and;

**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 \$50,000.00. This amount may be adjusted in accordance with Paragraph "G. Changes to Agreement" under Section "V. Additional Required Clauses".

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

**II. Responsibilities of the GRANTEE**

The KySAKI team has allotted \$50,000 for Dr. Bradley Campbell at the University of Louisville to study CODIS Hit Notification outcomes and to implement and evaluate trauma informed interview training for sexual assault investigators. The notification data will be gleaned from a survey link sent to all agencies who received a CODIS hit from SAFE kits tested using SAKI funds, as well as data collected by the Louisville Metro Police Department (LMPD) on CODIS hit notifications and case outcomes. The trauma informed training program will be implemented through two 24-hour trainings (see curriculum attached). The trainings will comprise 16 hours of instruction on trauma informed interviewing and 8 hours of simulated interviews with standardized actors. The interviews will be evaluated, and officers' written reports will be analyzed by James Root of the Kentucky Office of the Attorney General for victim centered and trauma informed techniques and language. The training will be evaluated via pre- and post-training surveys aimed at assessing officers' knowledge of trauma informed interviewing techniques, perceptions of victims, and comfort with interviewing. The training programs will be hosted by LMPD and will completed during the summer of 2022.

Dr. Campbell will provide the KYOAG and KySAKI team with two written research reports in September of 2022. The first will present results from a pre-and post-training survey of officers who completed the training programs. This first report will present a quasi-experimental analysis that will include both between subjects and within subjects comparisons to assess training effectiveness. The second will detail the notification outcomes from CODIS hits using both the LMPD and survey link data.

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:

The **GRANTEE** shall submit requests for reimbursement on a regular basis, as established by the **GRANTOR**. The reimbursement requests shall be submitted to the **GRANTOR** on a "Reimbursement Claim Form". Backup documentation showing that the work/expenditures for which the **GRANTEE** is requesting reimbursement has been completed shall be included, along with monthly activity reports.

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D. Assumption of Liability:

To the extent permitted by Kentucky law, the **GRANTEE** shall indemnify and hold harmless the **GRANTOR** and all of its officers, agents, and employees from all suits, actions or claims of any character because of any injuries or damages received by any person, persons or property resulting from implementation of this project based upon this agreement.

**III. 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:

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** shall be referred to the Office of the Attorney General, 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.**

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**MOA/PSC Exception Standard Terms and Conditions  
Revised July 2021**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and  
**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and  
**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date:**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**2.00 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

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.

**5.00 Cancellation:**

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.

**6.00 Funding Out Provision:**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**7.00 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

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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.

**8.00 Authorized to do Business in Kentucky:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications:**

**This section does not apply to governmental or quasi-governmental entities.**

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**15.00 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).

**16.00 Social security: (check one)**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by



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providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**18.00 Discrimination:**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

