

2016 – Paul Coverdell Forensic Sciences Improvement Grant Program Special Conditions

Updated 10/26/17- Changes made in red

1. Generally Accepted Laboratory Practices

- A. Generally Accepted Laboratory Practices. The grantee shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.
- B. External Investigations. The grantee shall ensure that requirements associated with **42 U.S.C. section 3797k(4)** (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

Revision 10/25/17:

- **Section 3797k was editorially reclassified as section 10562 of Title 34, Crime Control and Law Enforcement.**
- C. Use of Funds; No Research. Funds provided under this award shall be used only for the purposes and types of expenses set forth in the fiscal year 2016 program solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ program manager prior to incurring the expense or commencing the activity in question.
- D. Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this fiscal year 2016 award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award. Grantees are required to collect and report data relevant to these measures.
2. The grantee understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in

part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The grantee further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Program Income (DCJ Form 1-B) report and are subject to audit.

The grantee understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the FY 2016 Paul Coverdell Forensic Science Improvement Grants Program. The grantee further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2016 program solicitation.

The grantee understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The grantee further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

3. The grantee understands and agrees that, throughout the award period, it must promptly notify DCJ if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the DCJ program manager for the award within seven (7) business days of implementation of the change. DCJ will notify NIJ within three (3) days.
4. The grantee agrees to submit requested information documenting all relevant project activities during the entire period of support under this award to DCJ and/or NIJ upon request. This information will include the following: (1) a summary and assessment of the program carried out with the fiscal year 2016 grant, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner/coroner's office services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system.
5. The grantee acknowledges that, that grantees (and subgrantees) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application.

The grantee shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral.

Should the project period for this award be extended, the grantee shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the grantee shall submit the required information as to any period not covered by prior reports as part of its final report.

The grantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

6. To assist in information sharing, the award grantee shall provide DCJ, who will forward to the NIJ program manager, with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award grantee for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the grantee's or government's expense, shall contain the following statement: "This project was supported by Award No. 0, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
7. The grantee shall transmit to the DCJ copies of all official award-related press releases at least seven (7) working days prior to public release. DCJ shall forward on to NIJ within three (3) working days. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

8. Patents and Inventions

The clauses at 37 C.F.R. section 401.14 (together, the "Patents Rights Clause") are incorporated by reference, with the following modifications.

(1) Where italicized, the terms "contract", "contractor", and "contracting officer" are replaced, respectively, by the terms "award", "award grantee", and "OJP program manager";

(2) Patent Rights Clause paragraph (f) is modified by adding the following at the end:

“(5) The award grantee agrees to provide a report prior to the close out of the award listing all subject inventions or stating that there were none.

(6) The award grantee agrees to provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the award grantee has applied for a patent. ”;

(3) Patent Rights Clause paragraph (g) is modified to read as follows:

“(g) Subawards and Subcontracts

“The award grantee will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward grantee or subcontractor will retain all rights provided for the award grantee in this clause, and the award grantee will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward grantee's or subcontractor's subject inventions. ”; and

(4) Patent Rights Clause paragraph (l) is modified to read as follows:

“(l) Communications

“Communications on matters relating to this Patent Rights Clause should be directed to the General Counsel, Office of Justice Programs, United States Department of Justice.”

With respect to any subject invention in which the grantee, or a subaward grantee or subcontractor, retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. The grantee agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Categorical Exclusion: Based upon the information provided by the grantee in its application for these funds, NIJ has determined and the grantee understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D). A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Modifications: Throughout the term of this award, the grantee agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The grantee will not implement a proposed change or new activity until NIJ, with the assistance of the grantee, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.