

# 2017 – Paul Coverdell Forensic Sciences Improvement Grant Program Special Conditions

## 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.
  - **Section 3797k** was editorially reclassified as section 10562 of Title 34, Crime Control and Law Enforcement.
- C. Accreditation. The grantee shall ensure that any forensic laboratory or forensic laboratory system (not including any medical examiner's office or coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation by not more than two years from the award date of this fiscal year 2017 award.

Additionally, with respect to accreditation, the grantee shall ensure that for any subaward it makes under this award, it will require in a legally-binding and enforceable writing, such as the subaward documentation (for example, subaward terms and conditions), that its subgrantee: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the subaward funds; or, 2) if not accredited, must use the subaward funds to prepare and apply for accreditation.

The Coverdell statute (see 42 U.S.C. section 3797k(2)) and the FY 2017 Paul Coverdell Forensic Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what NIJ will consider to be acceptable documentation of accreditation. The grantee is to contact DCJ for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program.

The grantee agrees to notify DCJ promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

## 2. Use of Funds; No Research

Funds provided under this award shall be used only for the purposes and types of expenses set forth the approved grant award.

### **3. 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 2017 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 2017 Coverdell funds, if applicable to the award. Grantees are required to collect and report data relevant to these measures.

### **4. Program Income**

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 Program Income form (DCJ Form 1-B) 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 approved grant award. 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 2017 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 DCJ.

### **5. Fees for forensic science or medical examiner services**

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 within ten (10) business days of implementation of the change.

## **6. Allegations of Serious Negligence or Misconduct**

The grantee acknowledges that, as stated in the solicitation for the FY 2017 Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes 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.

## **7. Assessments, National Evaluation Efforts, or Information or Data Collection**

The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## **8. Publications**

To assist in information sharing, the award grantee shall provide the DCJ grant 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 DCJ and 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. \_\_\_\_\_, 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.

## **9. Press Releases**

The grantee shall transmit to the DCJ grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by DCJ where appropriate and to respond to press or public inquiries.

## **10. Copyrights**

The grantee acknowledges that the DCJ and the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a grantee or subgrantee purchases ownership with Federal support.

The grantee acknowledges that DCJ and the OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the grantee (and of each subgrantee, if applicable) to ensure that this condition is included in any subaward under this award.

The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the grantee's obligations to the Government under this award. If a proposed subgrantee, contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the DCJ program manager for the award and not proceed with the agreement in question without further authorization from DCJ.

## **11. Consultant Rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to DCJ prior to obligation or expenditure of such funds.

## **12. Environmental Laws**

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.