

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Medical Examiner  
**DATE:** 02/27/2017  
**REQUESTED ACTION:** Accept FY 2016 Coverdell Forensic Sciences Improvement Grant  
 Consent     Hearing     County Manager

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## BACKGROUND

The Paul Coverdell Forensic Sciences Improvement Grant Program is a grant program established to improve the quality and timeliness of forensic science and medical examiner services. The U.S. Department of Justice, National Institute of Justice provides funding to Medical Examiners. The Clark County Office of the Medical Examiner has been awarded \$16,416.00 through this grant program. The funds will cover the purchase of an Olympus BX43 Microscope, digital camera, and software necessary for improving efficiency and diagnostic accuracy in the microscopic evaluation of organs and tissues.

## COUNCIL POLICY IMPLICATIONS

None.

## ADMINISTRATIVE POLICY IMPLICATIONS

None.

## COMMUNITY OUTREACH

None.

## BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

*nm*  
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**BUDGET DETAILS**

Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$16,416.00
Account	General fund 0001
Company Name	

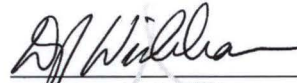
**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


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Nikki Costa  
Operations Manager



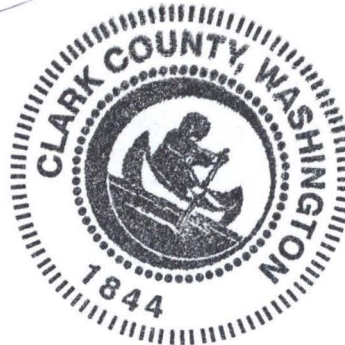
Dennis Wickham, MD  
Medical Examiner



APPROVED:  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: MAR. 7, 2017

SR# SR 048-17



APPROVED: \_\_\_\_\_  
Mark McCauley, County Manager

DATE: \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Medical Examiner's Office will incur expenses related to the purchase an Olympus BX43 Microscope, digital camera, and software.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/General Fund	\$16,416	\$16,416	0.00	0.00	0.00	0.00
<b>Total</b>	\$16,416	\$16,416	0.00	0.00	0.00	0.00

II. A – Describe the type of revenue (grant, fees, etc.)

Grant revenue from Paul Coverdell Forensic Sciences Improvement Grant funds passed through the Washington State Patrol (Agreement No. K12667)

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/General Fund	0	\$16,416	\$16,416	0.00	0.00	0.00	0.00
<b>Total</b>	0	\$16,416	\$16,416	0.00	0.00	0.00	0.00

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays	\$16,416	\$16,416	0.00	0.00	0.00	0.00
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$16,416	\$16,416	0.00	0.00	0.00	0.00

Requesting Department: Medical Examiner

Package number: MEO-02

Short Description: ME grant funding to purchase a microscope

Limited to 50 characters for use in reports to County Council

Package Title: Medical Examiner Grant Funding for a Microscope

Contact: Michelle Schuster, [Michelle.Schuster@clark.wa.gov](mailto:Michelle.Schuster@clark.wa.gov), (360) 397-2300 x4118

Justification: This action has already been approved by the Council in a staff report dated March 7, 2017. This package reflects the necessary budgetary adjustments approved in the staff report.

The Paul Coverdell Forensic Science improvement Grant Program is a grant program established to improve the quality and timeliness of forensic science and medical examiner services. The U.S. Department of Justice, National Institute of Justice provides funding to Medical Examiners. The Clark County Office of the Medical Examiner has been awarded \$16,416.00 through this grant program. The funds will cover the purchase of an Olympus BX43 Microscope, digital camera, and software necessary for improving efficiency and diagnostic accuracy in the microscopic evaluation of organs and tissues.

Package number	Fund	Prog	Dept	Basele	Obj	Categ	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec /REV inc (CR)	2019-20 EXP inc / REV dec (DR)	2019-20 EXP dec /REV inc (CR)	Type	Operating vs capital	Capital project code	Program code	Position
MEO-02	0001	000	290	594630	600	000000	16,416	-	-	-	One-Time Capital	Capital	CME0-0001	PMEO-0001	
MEO-02	0001	000	290	333160	741	000000		16,416			One-Time Capital	Capital	CME0-0001	PMEO-0001	

*Adriane Pinto 02/27/2017*



proud past, promising future

CLARK COUNTY  
WASHINGTON

**OFFICE OF THE MEDICAL EXAMINER**  
Dennis J. Wickham, M.D. Medical Examiner

March 16, 2016

Forensic Investigations Council  
2203 Airport Way South, Suite 360  
Seattle, WA 98134

*REF:* Paul Coverdell Forensic Science Improvement Act Grant Request

The Clark County Medical Examiner's Office is a regional service provider supporting Klickitat, Skamania, and Clark counties. Our intent is to improve the timeliness and quality of medical examiner services in the region. Funds allocated from the Paul Coverdell Forensic Science Improvement Act Grant would be of substantial benefit to our region.

Organization: Clark County Medical Examiner's Office  
Contact: Nikki Costa 360-397-2595 [nikki.costa@clark.wa.gov](mailto:nikki.costa@clark.wa.gov)  
Address: PO Box 5000, Vancouver, WA 98666-500  
DUNS #: 030783757

We have identified the following needs as outlined in this proposal:

**Grant Purpose:**

Improve the quality and timeliness of medical examiner services in the area of autopsy services.

**Problem Statement:**

The office is now staffed with two forensic pathologists and only one non-vintage microscope. The process for histological consultation with other pathologists and medical professionals is time consuming and increases laboratory and shipping costs.

**Approach:**

The purchase of an Olympus BX43 Microscope, digital camera, and software is necessary for improving efficiency and diagnostic accuracy in the microscopic evaluation of organs and tissues, as an integral part of forensic pathology and death investigation. Many deaths that fall under the medical examiner jurisdiction are the result of diseases or injuries that can only be diagnosed through microscopic examination. Microscopic examination is also critically important in excluding diseases and injuries in many deaths where the cause of death is based, in part, on the elimination of certain diseases and injuries.

**Outcomes:**

- Improved diagnostic accuracy
- Ability to store annotated diagnostic images
- Decreased retrieval time of microscopic images
- Decreased laboratory costs by reducing the need for recuts from paraffin tissue blocks

- Decreased shipping costs with ability to send digital images via web service
- Reduce the risk of loss or damage of microscopic slides during shipping
- Improved consultation with other pathologists or medical professionals
- Benefit to multiple counties – Clark, Klickitat and Skamania

Capability of Organization to manage the project:

Our agency has a proven track record and has been a good steward of Coverdell Grant funds in the past.

Category: Laboratory Equipment

1. Olympus BX43 Microscope, digital camera and software	\$ 16,416
Total Request	\$ 16,416

I would welcome any questions or comments regarding our request. Thank you.

Sincerely,



Dennis J. Wickham, M.D.  
Medical Examiner

<b>WASHINGTON STATE PATROL INTERAGENCY AGREEMENT</b> <b>Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2016</b>		WSP Contract No. <b>K12667</b>	
		CFDA No. 16.742 Paul Coverdell Forensic Sciences Improvement Grant Program	
This Agreement is between the State of Washington, Washington State Patrol and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.			
<b>PUBLIC AGENCY NAME</b> CLARK COUNTY MEDICAL EXAMINER		Statewide Vendor Registration Number SWV0003051-35	
Public Agency Location Address 900 W 13 <sup>TH</sup> STREET VANCOUVER WA 98660		Public Agency Mailing Address (if different from location address)	
Public Agency Contact Name NIKKI COSTA		Public Agency Data Universal Numbering System (DUNS) unique identifier DUNS # 030783757	
Public Agency Contact Telephone 360-397-2595		Public Agency Contact E-mail Address Nikki.costa@clark.wa.gov	
<b>WSP Contact Information</b>			
WSP Project Manager Name and Title Mr. Kristopher Kern Forensic Scientist 3		WSP Project Manager Address WSP Crime Laboratory Division 2203 Airport Way S., Ste 250 Seattle WA 98134-2028	
Telephone (206) 262-6020	Fax (206) 262-6091	E-mail Address kristopher.kern@wsp.wa.gov	
WSP Administrative Contact Name and Title Mr. Simon Tee Grants and Contracts Manager		WSP Administrative Contact Address WSP Budget and Fiscal Services PO Box 42602, Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4078	E-mail Address Simon.Tee@wsp.wa.gov	
<b>Federal Assistance Information</b>			
Is the Public Agency a subrecipient of federal assistance for the purposes of this agreement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Federal Grant Award Number 2016-CD-BX-0078	
Federal Agency US Department of Justice, Office of Justice Programs, National Institute of Justice		Federal Grant Award Date September 19, 2016	
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Federal Award to WSP \$187,245	
<b>Agreement Start Date</b> <b>February 1, 2017</b>	<b>Agreement End Date</b> <b>December 31, 2017</b>	<b>Maximum Agreement Amount</b> <b>\$16,416.00</b>	
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.			
<b>FOR THE WASHINGTON STATE PATROL:</b>		<b>FOR THE PUBLIC AGENCY:</b>	
WSP Signature	Date	Public Agency Signature	Date
Printed Name and Title John R. Batiste, Chief		Printed Name and Title	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/9/10



## WSP INTERAGENCY AGREEMENT (Continued)

### 1. Definitions.

"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.

"Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of (a) the capitalization level established by the governmental unit for financial statement purposes, or (b) \$5,000.

"NIJ" means the National Institute of Justice of the U.S. Department of Justice, the grantor of Paul Coverdell Forensic Science Improvement Grants Program funds.

"Public Agency" means the entity performing services to this Agreement and includes the Public Agency's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Public Agency shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Statement of Work.** The Public Agency shall perform the services as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.

3. **Special Terms and Conditions.** In addition to the terms contained in this Agreement, the Public Agency shall comply with the terms and conditions contained in Exhibit B, Special Terms and Conditions, which is attached hereto and incorporated herein.

4. **Payment.** WSP shall pay the Public Agency an amount not to exceed the Maximum Agreement Amount specified on Page 1 of this Agreement.

5. **Billing Procedure.** WSP shall reimburse the Public Agency according to Exhibit A, Statement of Work, for work performed to the satisfaction of the WSP Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSP Project Manager. The invoice must include the following:

- a. description of the work performed
- b. activities accomplished
- c. progress of the project
- d. fees and expenses
- e. for equipment purchases, a copy of the Public Agency's property record which includes the tag number that is assigned to the equipment
- f. for salary and benefits reimbursement, summary report of hours and costs of salaries and benefits by employees assigned to the project
- g. reference to WSP's agreement number.

The Public Agency shall submit the final invoice not later than forty-five (45) calendar days from the Agreement End Date.

6. **Agreement Alterations and Amendments.** WSP and the Public Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Public Agency.

7. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

## WSP INTERAGENCY AGREEMENT (Continued)

8. **Certification regarding Debarment, Suspension or Ineligibility.** Because federal funds are the basis for this Agreement, the Public Agency certifies that neither the Public Agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. If requested by WSP, the Public Agency shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Public Agency for this Agreement shall be incorporated into this Agreement by reference. Further, the Public Agency agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at [www.sam.gov](http://www.sam.gov).
9. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
10. **Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Public Agency shall appoint a member to the Dispute Board. The Chief of WSP and the Public Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
11. **Federal Funding Accountability and Transparency Act.** In order to comply with the Federal Funding Accountability and Transparency Act, the Public Agency shall provide to WSP the following information:
- a. The Public Agency's Data Universal Numbering System (DUNS) unique identifier;
  - b. The names and total compensation of the five most highly compensated officers of the Public Agency if the Public Agency in the preceding fiscal year received (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986; and
  - c. Other relevant information specified by the U.S. Office of Management and Budget in subsequent guidance or regulation.
12. **Indemnification.** The Public Agency shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Public Agency and its subcontractors. WSP shall be responsible for and shall indemnify and hold the Public Agency harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
13. **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
14. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Public Agency shall give reasonable access to the Public Agency's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Public Agency's place of business and its records, and monitoring, auditing and evaluating the Public Agency's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Public Agency shall maintain records sufficient to document (i) performance of all

## WSP INTERAGENCY AGREEMENT (Continued)

acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Public Agency's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Public Agency's invoices to WSP and all expenditures made by the Public Agency to perform as required by this Agreement.

15. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;  
This Agreement;  
Exhibit A, Statement of Work;  
Exhibit B, Special Terms and Conditions  
Any other provision of this Agreement; and  
Any document incorporated by reference.

16. **Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.

17. **Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Public Agency. This termination shall be effective on the date specified in the notice of termination.

18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

19. **Single Audit Act Compliance.** If the Public Agency is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Public Agency shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Public Agency shall:

- (1) Submit to the WSP contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs..

20. **Statewide Payee Registration.** The Public Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to:  
<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

21. **Subcontracting.** Except as otherwise provided in this Agreement, the Public Agency may subcontract for any of the services provided under this Agreement with the prior, written approval of WSP. The Public Agency shall be responsible for the acts and omissions of any subcontractor.

## WSP INTERAGENCY AGREEMENT (Continued)

22. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination
23. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

**STATEMENT OF WORK**

1. **Introduction.** The purpose of this Agreement is to provide Paul Coverdell Forensic Science Improvement Grants Program Fiscal Year 2016 funds to the Public Agency in order to help improve the quality and timeliness of forensic science and medical examiner services. Any work, personnel, and/or equipment funded must be for the authorized purposes of the grant in accordance with Federal statutes, regulations and the terms and conditions stated in the U.S. Department of Justice announcement OMB No. 1121-0329 and the grant award. Federal funds under this award will be used to supplement but not supplant local government funds. This subaward is not for Research and Development (R&D) purpose.
2. **Scope of Work.** The Public Agency shall improve the quality and timeliness of medical examiner services in the area of autopsy services. The purchase of the equipment below will improve efficiency and diagnostic accuracy in the microscopic evaluation of organs and tissues.
3. **Project Budget.** WSP shall reimburse the Public Agency according to the following budget, a summary of the budget proposed in the Public Agency application:

<b>Olympus BX43 Microscope, digital camera, and software</b>	<b>\$16,416.00</b>
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Indirect may be charged for total direct costs. As a local government, the Public Agency is required to prepare and retain its indirect cost proposal on file for review. If applicable, Public Agency shall use the approved federally recognized indirect cost rate negotiated between the Public Agency and the Federal Government or, if no such rate exists, either a rate negotiated between the WSP and the Public Agency, or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f).

Expenditures may only occur within the categories listed above. However, changes of up to 10% can be made without prior approval from WSP. Changes that exceed 10% will require the Public Agency to submit a budget change request to WSP for approval.

4. **Equipment Management.**
  - a. Title to Equipment. Upon successful completion of the terms of this Agreement, all equipment purchased by the Public Agency with Agreement funds will be owned by the Public Agency, or a recognized subrecipient for which a contract, subgrant agreement, or other means of legal transfer or ownership is in place.
  - b. Use of Equipment. The Public Agency, or a recognized subrecipient, shall be responsible for any and all operation, maintenance, replacement, and for the safe operation of the equipment, including all questions of liability.
  - c. Equipment Records. The Public Agency shall maintain Equipment records that include: a description of the Equipment; the manufacturer's serial number, model number, or other identification number, including the tag number; the source of the Equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the Equipment and the percentage of federal participation in the cost; the location, use and condition of the Equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the Equipment. Equipment records shall be retained by the Public Agency for a period of six (6) years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Public Agency until all litigations, claims, or audit findings involving the records have been resolved. A copy of the Public Agency's

record showing the above information of the purchased equipment is required when requesting reimbursement for the equipment.

- d. Inventories. The Public Agency shall take a physical inventory of the Equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Public Agency to determine the cause of the difference. The Public Agency shall, in connection with the inventory, verify the existence, current utilization, and continued need for the Equipment. The Public Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated. The Public Agency will develop adequate maintenance procedures to keep the property in good condition.
- e. Disposition of Equipment. If the Public Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:
  - Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Public Agency with no further obligation to the awarding agency.
  - Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Public Agency shall compensate the U.S. Department of Justice for its share.

## 5. Progress Reports.

- a. Semi-Annual Reports. The Public Agency shall submit to the WSP Project Manager semi-annual progress reports within 20 calendar days after the end of the reporting periods, which are June 30 and December 31, for the life of this Agreement.
- b. Final and Closeout Report. The Public Agency shall submit a final report to the WSP Project Manager at the end of this Agreement documenting all relevant project activities during the entire period of support under this Agreement. This report will include a summary and assessment of the program carried out with this Agreement, including but not limited to, information about how the funds were actually used, how match was met and documented, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 30 days following the close of the Agreement.
- c. Reporting Negligence and/or Misconduct. The Public Agency 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.

The Public Agency 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 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 Agreement be extended, the recipient shall submit the above information as to the first twelve months of the Agreement 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 Agreement, at which point the Public Agency shall submit the required information as to any period not covered by prior reports as part of its final report.

**SPECIAL TERMS AND CONDITIONS**

1. **Financial Guide.** The Public Agency agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. **Equal Employment Opportunity Plan.** The Public Agency acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Public Agency is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, U.S. Department of Justice, may result in suspension or termination of funding, until such time as the Public Agency is in compliance.
3. **Lobbying.** The Public Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **Federal False Claims Act.** The Public Agency must promptly notify WSP of any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Agreement funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Agreement funds.
5. **Generally Accepted Laboratory Practices.** The Public Agency shall use generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies. The Public Agency 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 Public Agency that will receive a portion of federal funds through this Agreement.
6. **Performance Measures.** The Public Agency agrees to provide performance related data, as outlined in the program announcement to be used to measure the results of the project. 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 Paul Coverdell Forensic Science Improvement Grants Program for federal fiscal year 2016 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 personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the Agreement.
7. **Withholding Funds.** The Public Agency 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.
8. **Publications.** The Public Agency 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 Agreement. To assist in information sharing, the Public Agency shall provide the WSP Project Manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences



and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids WSP and NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the Public Agency's or government's expense, shall contain the following statement: This project was supported by Award No. 2010-CD-BX-0033, 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. NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the Public Agency for dissemination to the public.

The Public Agency shall transmit to the WSP Project Manager copies of all official award-related press releases at least 7 (seven) working days prior to public release. Advance notice permits time for coordination of release of information by WSP and NIJ where appropriate and to respond to press or public inquiries.

The Public Agency acknowledges that the U.S. Department of Justice and WSP reserve 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 or state purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Public Agency purchases ownership with federal support. The Public Agency acknowledges that the U.S. Department of Justice and WSP have the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Agreement; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal or state purposes.

9. **Consultant Rates.** Approval of this Agreement does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by WSP prior to obligation or expenditure of such funds.
10. **Environmental Laws and Regulations.** The Public Agency 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 Agreement. Based upon the information provided by WSP and the Public Agency in its application for these funds, NIJ has determined and WSP and the Public Agency understand that the proposed Agreement 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. 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.

Throughout the term of this Agreement, the Public Agency agrees that for any activities that are the subject of this categorical exclusion, it will inform WSP 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 Public Agency will not implement a proposed change or new activity until NIJ, with the assistance of the Public Agency and WSP, 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.

**11. Text Messaging While Driving.** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), NIJ encourages recipients and sub recipients of Agreement funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**12. SUBRECIPIENTS.**

A. General. As the Public Agency is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Public Agency shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal. Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the Public Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Public Agency and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)

B. Overpayments. If it is determined by WSP, or during the course of a required audit, that the Public Agency has been paid unallowable costs under this or any Program Agreement, WSP may require the Public Agency to reimburse WSP in accordance with 2 CFR Part 200.