

Office of Justice Programs (OJP)
National Forensic Science Improvement Act (NFSIA) RFP
Grant Program Guidelines

The Office of Justice Programs will require each grantee to abide by the following requirements in addition to those contained in the Terms and Conditions:

Financial Requirements:

- 1) The grantee's eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement. The grantee will report on all expenditures, interest earned, and interest expended pertaining to this grant contract in WEGO. Final expenditure report must be received no later than 30 days after the Expiration date of this grant contract.
- 2) The grantee shall submit a written budget revision request via WEGO before any expenditure may be made based on the revised budget. Submission of a budget revision is necessary if a) a line item will deviate by \$200 or 10%, whichever is higher, from the approved budget, or b) a new line item that was not part of the approved budget will be created.
- 3) The grantee shall have until 30 days after the expiration date of the grant agreement to liquidate all unpaid obligations related to the program which were incurred on or before the last day of the grant period and to submit a report of all funds received and disbursed. If a report is not submitted within this time period, expenses claimed on the report may be disallowed and OJP may request a refund of those funds from the grantee if the funding was advanced to the grantee.
- 4) The grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial status report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the grantee and OJP, whichever is later.

Reporting Requirements:

- 1) Grant Manual: The grantee shall report to the OJP as specified in the Office of Justice Programs' Grant Manual.
- 2) Financial Reporting: The grantee shall submit a financial reporting form to OJP using the Web-Enabled Grant Operations System (WEGO) at least quarterly utilizing within 30 days after the end of the reporting period.
- 3) Progress Reporting: The grantee shall also submit a Quarterly Narrative and Statistical Report of progress toward stated goals provided in WEGO and within 30 days after the end of each quarter.
- 4) Requirement Changes: OJP may modify or change all reporting forms at their discretion during the grant period.
- 5) Additional Requirements: The grantee shall submit such other reports and attend meetings and training as OJP shall reasonably request.

Other Provisions:

- 1) Evaluation: OJP shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of the grantee.
- 2) Special Requirements: OJP reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the grantee's successful implementation of the program. OJP will notify the Grantee in writing of any special administrative requirements.

NFSIA Federal Provisions:

The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 1) Supplant: Grantee may not use funds received under this grant contract to supplant or substitute state and local public funds that would otherwise be available for criminal justice activities.
- 2) Audits: The Grantee will comply with the Single Audit Amendments of 1996 and Office of Management and Budget Circular A-133. An explanation of the Federal Audit Requirements is attached and incorporated and made a part of this grant contract.
- 3) Drug-free Workplace: If this grant contract involves an award of \$25,000.00 or more, Grantee certifies that it has complied with the provisions of the Drug Free Workplace Act of 1988, P.L. 100-169.
- 4) Debarment and Suspension: Executive Order 12549 on Debarment and Suspension, and the implementing regulation, requires that the Grantee certify it has not been debarred or otherwise excluded from participating in any other transaction with a federal department or agency.
- 5) Lobbying: Federal Restrictions on Lobbying imposed by 31 U.S.C. Section 1352, requires that any organization receiving federal funds certify that no federally appropriated funds will be used, directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the federal Office of Justice Programs.
- 6) Assessment: The Grantee will 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.
- 7) National Environmental Protection Act: The Grantee agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation for the activities to be funded under this award. Environmental Assessment (EA): the Grantee has prepared an EA for the activities to be conducted under this award that complies with the National Environmental Policy Act (NEPA). Throughout the term of this grant agreement, the Grantee agrees that for any activity that is the subject of a completed EA, it will inform the National Institute of Justice (NIJ) of (1) any change(s) that it is considering making to the previously assessed activity; (2) any changed circumstances, such as a change in the project site's conditions; or

- (3) any significant new information. The Grantee will not implement a proposed change until NIJ, with the assistance of the Grantee, has determined whether the proposed change will require additional review under NEPA. Likewise, in the case of new circumstances or information arising, NIJ, with the assistance of the Grantee, will determine if any additional environmental impact analysis is necessary. The 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.
- 8) Equal Employment Opportunity Plan: The grantee assures it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39. Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Health and Human Services. Grantee assures it will provide an Equal Employment Opportunity Plan if required to maintain one, where the application is for \$500,000 or more.
- 9) Publications: Any written, visual, or audio publications, with the exception of press releases and newsletters, whether published at the Grantee's or government's expense, shall contain the following statements. NIJ defines publications as any planned, written, visual, or sound material substantively based on the project, formally prepared by the grant recipient for dissemination to the public:

“This project was supported by Grant No. 2008-CD-BX-0014 awarded by the National Institute of Justice (NIJ), Office of Justice Programs (OJP), US 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 the views of the Department of Justice.”

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

- 10) Data: The Grantee agrees that the federal OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Grantee acknowledges that the federal OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- 11) Other Restrictions:
- A) 28 CFR Part 69, New Restrictions on Lobbying, and 28 CFR Part 67, Government-Wide Debarment and Suspension and Government-Wide Requirements for Drug-Free Workplace through the submission of a certification form committing the Grantee to compliance.
 - B) 28 CFR 42.302 et.seq. through the submission of a certification form regarding the Grantee's Equal Opportunity Employment Plan compliance. The Grantee will provide an Equal Employment Opportunity Plan if required to maintain one, where the application is for \$500,000 or more.
 - C) 28 CFR Part 46 and all federal Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
 - D) 42 USC Section 3789g and 28 CFR Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.
 - E) The Grantee assures that funds provided under this award shall be used only for the purposes and types of expenses set forth in the federal fiscal year 2008 grant announcement. Funds shall not be used for general law enforcement functions or nonforensic 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.
 - F) The Grantee assures that the requirements of 42 U.S.C. section 3797k(4) (which relate to independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any for forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that receives a portion of the grant amount.
 - G) The Grantee assures that the requirements of 42 U.S.C. section 3797k(4) (which relate to independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any for forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that receives a portion of the grant amount.
 - H) The Grantee assures that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of this

award will use generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.
I) The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the federal OJP Financial Guide.

Agreement to Acknowledge the Program Guidelines are Incorporated Into the Grant Agreement:

By submitting this application, I/we [name of Applicant Organization Representative] as an authorized Representative for [Applicant Organization's Name] the Applicant, acknowledge that I have read the Program Guidelines in their entirety as stated within the Application materials and acknowledge that the Program Guidelines will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.