



[governor@ks.gov](mailto:governor@ks.gov)

---

Office of the Governor

Sam Brownback, Governor

November 15, 2011

Dr. Timothy P. Rohrig  
Sedgwick County Regional Forensic Science Center  
1109 N. Minneapolis  
Wichita, KS 67202

Dear Dr. Rohrig:

I am pleased to inform you that the agency will receive a grant award from the Federal Paul Coverdell National Forensic Sciences Improvement Act. These grant funds will help the agency improve the quality and timeliness of forensic science services. I commend you for your commitment to providing these important services for Kansans.

Two important documents are included in this notification, the Grant Assurances and the Reporting Requirements. In order to process the grant award, please print a copy of the Grant Assurances following this letter. Read and initial each page and have the required individual sign the Grant Assurances. An original signed copy must be mailed to the Governor's Grants Program at 900 SW Jackson Street, Room 304N, Topeka, KS 66612-1220. Please return this document by **November 30, 2011**.

The Reporting Requirements also are attached. All reports are required to be mailed or faxed to this office. The Reporting Requirements provide the procedures and instructions for managing the NFSIA grant award.

John Cronister is the primary contact for the NFSIA grant program. He can be reached by email at [john.cronister@ks.gov](mailto:john.cronister@ks.gov) or by phone at 785-291-3205.

Please do not hesitate to contact my office if you have any questions. Thank you for your work on behalf of all Kansans.

With Warm Regards,

Sam Brownback  
Governor

Governor's Grants Program  
900 SW Jackson Street, Room 304 North  
Topeka, KS 66612-1220  
Voice (785) 291-3205 \* Fax: (785) 291-3204

**KANSAS CRIMINAL JUSTICE COORDINATING COUNCIL  
Federal Paul Coverdell National Forensic Sciences Improvement Act  
Grant Assurances for Fiscal Year 2012**

The grant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Paul Coverdell National Forensic Sciences Improvement Act (hereinafter "NFSIA") as established by the Federal Omnibus Crime Control and Safe Streets Act of 1968, Title I, §1001, as amended, P. L.106-561, codified as amended at 42 U.S.C. §3797(j) *et seq.* and amendments thereto for the period beginning October 1, 2011 and ending September 30, 2012. The grant funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Criminal Justice Coordinating Council (hereinafter "KCJCC"). The Kansas Governor's Grants Program (hereinafter "KGGP") serves as staff to the KCJCC for NFSIA grant administration and monitoring. The funds distributed shall be used for the implementation of forensic science improvement as allowed by 42 U.S.C. §3796(ff) *et seq.* and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KCJCC.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal Paul Coverdell National Forensic Sciences Improvement Act is 16.742. This document contains information specific to this federal grant program.

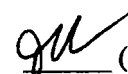
The grant awarded to **Sedgwick County Regional Forensic Science Center** (hereinafter "Subgrantee") is for the total amount of **\$23,692**. The grant project number for this grant award is 12-NFSIA-02.

With acceptance of this grant award, the Subgrantee agrees to the following:

1. **AWARD PERIOD:** This grant award is for the period October 1, 2011 to September 30, 2012. The Subgrantee shall not allocate any expenditure made or incurred prior to October 1, 2011 or after September 30, 2012 to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award obligations must be paid within 30 days following the end of the grant award period.
2. **APPROVED PURPOSES:** Grant funds awarded as a result of the Subgrantee's grant application shall be expended only for the purpose approved by the KCJCC and in accordance with any terms and conditions the KCJCC attaches to the grant award. The Subgrantee shall not use grant funds to supplant federal, state, or local funds that would otherwise be available for forensic science improvement.

Grant funds shall not be used for any general law enforcement or non-forensic investigatory function, and shall not be used for research or statistical project or activities.

Grant funds shall not be used for construction and/or purchase of land.

 (initial)

The Subgrantee shall not use grant funds, either directly or indirectly, to support the Association of Community Organizations for Reform Now (ACORN).


All terms of the grant award are non-negotiable by the Subgrantee.

3. **COMPLIANCE WITH REGULATIONS, POLICIES & PROCEDURES:** The Subgrantee shall comply with all applicable state and federal laws and regulations, including, but not limited to, provisions of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, the provisions of 28 C.F.R. applicable to grants, the NFSIA Grant Program Guidelines and Reporting Requirements as established by the National Institute of Justice and the KCJCC and the requirements of the Federal Office of Justice Programs' Financial Guide, effective edition. (To obtain a copy of the Financial Guide, call 1-800-458-0786 and/or access the guide on-line at [www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm) effective edition.)
4. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements required by the Federal Paul Coverdell National Forensic Sciences Improvement Act or set by the KCJCC.
5. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The Subgrantee assures that it has formulated an equal employment opportunity plan (EEO) if required by federal and state law. The Subgrantee assures that it has provided to the KCJCC the name of a civil rights person who has lead responsibility for insuring that all applicable civil rights requirements are met. This person shall act as a liaison for civil rights issues with the U.S. Justice Department, Office of Justice Programs, Office of Civil Rights.

The Subgrantee shall complete the Federal Office of Civil Rights' Certification Form and submit it to the KGGP. The Certification Form must be received by the KGGP before the Subgrantee is allowed access to NFSIA funds.

6. **CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39; and 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Program policies and procedures regarding the protection of human research subjects.

The Subgrantee 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, age, or disability against the


  
(initial)

Subgrantee, the Subgrantee shall forward a copy of the findings to the KCJCC and the U.S. Justice Department, Office of Justice Programs, Office of Civil Rights.

7. **EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction or proselytization.
8. **LIMITATION ON LOBBYING ACTIVITIES:** The Subgrantee shall not 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, without the express prior approval of the Federal Office of Justice Programs or the KCJCC.
9. **LIMITED ENGLISH PROFICIENCY:** The Subgrantee assures that procedures have been or will be developed to ensure meaningful access by persons with limited English proficiency that are eligible for assistance or services from any Subgrantee program assisted under NFSIA.

For additional guidance complying with the LEP assurance, please refer to DOJ's *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Person* at 67 C.F.R. 41455 or [www.lep.gov](http://www.lep.gov).

10. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP/KCJCC-sponsored training or technical assistance events as required by the KGGP/KCJCC.
11. **HISTORIC PRESERVATION:** The Subgrantee assures its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, 16 U.S.C. §470, Executive Order 11593, and the Archeological and Historic Preservation Act of 1966, 16 U.S.C. §569 (a-1) *et seq.*
12. **NATIONAL ENVIRONMENTAL POLICY ACT:** The Subgrantee assures compliance with the National Environmental Policy Act (NEPA) and other related federal environmental impact analysis requirements in the use of these grant funds. The Subgrantee understands that this applies to new activities whether or not they are being specifically funded by these grant funds. That is, as long as the activity is being conducted by the Subgrantee and the activity needs to be undertaken in order to use these grant funds, this assurance must first be met. The activities covered by this provision are:
  - a. New Construction;
  - b. Minor renovation or remodeling of a property either (a) listed on or eligible for the National Register of Historic Places or (b) located within a 100-year

  
\_\_\_\_ (initial)

flood plain;


- b. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- c. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

13. **ACCOUNTING:** The Subgrantee assures that grant fund accounting, auditing and monitoring procedures as may be necessary to maintain records as the KCJCC prescribes shall be employed to ensure fiscal control, proper management and proper expenditure of grant funds. The Subgrantee shall maintain books, records, documents and other evidence to summarize costs in such a manner so as to identify the costs directly with the delivery of services outlined in the approved grant application. This means that at a minimum:

- (a) the Subgrantee shall keep records which segregate the grant funds from all other funds received by the Subgrantee, to keep its accounting for this grant project separate from the accounting of other funds and to spend and report in accordance with the approved grant project budget by program and budget-line items;
- (b) the Subgrantee shall keep supporting documentation for all direct costs charged to this grant project. It is understood that this includes invoices and other financial documentation for all paid expenses; the portion of the grant project supplied by other sources of revenue; contracts for services; and other records which facilitate an effective compliance review; and
- (c) the Subgrantee shall adhere to the applicable administrative requirements, cost principles and common rules as referenced in the Federal Office of Justice Programs' Financial Guide, effective edition.

14. **RECORDS:** The Subgrantee assures that all records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KCJCC as well as Federal personnel. The Subgrantee assures that all financial records, supporting documentation, statistical records and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the end of the grant project period.


15. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project shall continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by NFSIA. The Subgrantee assures that services provided that utilize the equipment purchased by this grant program shall continue to be reported to the KCJCC annually for as long as the equipment is used. The Sugrantee assures that, to the extent practicable, all

  
\_\_\_\_ (initial)

equipment and products purchased with grant funds shall be American made.

16. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KCJCC. Upon receipt of the second correspondence, the KCJCC may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.
17. **RIGHT TO TERMINATE:** The KCJCC reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or the terms and conditions of the grant assurances. Further, the KCJCC may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, videos, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.
18. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
19. **FRAUD, WASTE AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KCJCC any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for NFSIA grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving NFSIA grant funds. Potential fraud, waste, abuse, or misconduct should be reported to:  
  

Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Ave, N.W. Room 4706 Washington, DC 20530 <a href="mailto:oig.hotline@usdoj.gov">oig.hotline@usdoj.gov</a> Hotline: 800-869-4499 Hotline Fax: 202-616-9881	AND	Governor's Grants Program Landon State Office Bldg, Room 304 North 900 SW Jackson Street Topeka, KS 66612-1220
---	-----	---
20. **INSURANCE:** The KCJCC shall not purchase any insurance against loss or damage to any personal property purchased with grant funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant funds.
21. **MISUSE OF GRANT FUNDS:** The Subgrantee understands and agrees that misuse of


  
\_\_\_\_ (initial)

grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.

22. **UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unobligated grant funds on hand within 10 business days after the final Financial Status Report is due.
23. **ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant performance period if the KGGP/KCJCC determines that the agency is a high-risk Subgrantee.
24. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and shall establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
25. **CORRESPONDENCE AND REPORTS:** All correspondence, reports and other documentation required by this grant shall be directed to the Governor's Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612, or, if allowable, faxed to (785) 291-3204. It is allowable to fax any communication or report, except for the Grant Assurances, which require the original to be mailed to the Governor's Grants Program.
25. **SPECIAL CONDITION(S):**
  - (a) The Subgrantee shall use generally accepted laboratory practices and procedures, established by accrediting organizations or appropriate certifying bodies.
  - (b) The Subgrantee shall comply with all provisions of 42 U.S.C. §3797(k)(4) and amendments thereto, including but not limited to External Investigations requirements.
  - (c) The Subgrantee shall submit supporting financial documentation with each month's Financial Status Report. The required documentation shall include receipts, invoices, payment vouchers, contracts, employee expense reports, etc. Failure to submit the supporting documentation could result in the interruption or suspension of the grant award.
26. **SIGNATURE:**

  
\_\_\_\_\_  
Signature of Authorized Certifying Official

28 Nov 11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
(initial)

Timothy P. Rohrig, Ph.D.  
Type or Print Name of Authorized Certifying Official

Director - Regional Forensic Science Center  
Title

1109 N Winneapolis Wichita KS 67214  
Address (Street, City, State, Zip Code)

**Approved As To Form**

Jennifer Magaña

Jennifer Magaña  
Deputy County Counselor