## LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 12/02/25	Resolution Ordinance			
Contact/Prepared By: M. Park	Date Prepared: 10/17/25			
Title (Caption): 2025 DNA Capacity Enhancement and Backlog Reduc	ction (CEBR) Program 26-28			
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	£			
Submitted to Planning Commission? N/A Yes-Da	te: Proposal No:			
Proposing Department: Police	Requested By:			
Affected Department(s): All	Affected Council District(s): All			
Legislative Category (check one):  Bonds  Budget - Pay Plan  Budget - 4%  Capital Improvements  Capital Outlay Notes  Code Amendment  Condemnation  Contract Appropriate Contract	Lease  andonment Maps  cept/Acquisition Master List A&E  Settlement of Claims/Lawsuits  tion Street/Highway Improvements			
FINANCE Amount +/-: \$ \$ 250,000.00  Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources  Approved by OMB: Ann Prott Approved by Finance/Accounts: Approved by Div Grants Coordination: Juanita Paulis	Match: \$ \$ 0.00  Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: Date to Finance Director's Office: APPROVED BY			
ADMINISTRATION				
Council District Member Sponsors:				
Council Committee Chair Sponsors:				
Approved by Administration:	Date:			
	Approved by Department of Law: orandum Approved by: For Council Meeting:			

### GRANT APPLICATION SUMMARY SHEET

Grant Name: 2025 DNA Capacity Enhancement Backlog Reduction (CEBR)

Program 26-28

**Department:** POLICE DEPARTMENT

Grantor: U.S. DEPARTMENT OF JUSTICE

**Pass-Through Grantor** 

(If applicable):

**Total Applied For** \$250,000.00

Metro Cash Match: \$0.00

**Department Contact:** Capt. Kelly Cantrell

862-7119

Status: CONTINUATION

### **Program Description:**

The DNA Capacity Enhancement for Backlog Reduction (CEBR) Program Grant will assist the MNPD Forensic Biology Unit to use the funding to outsource sexual assault kits to private vendors for forensic case sample analysis.

### Plan for continuation of services upon grant expiration:

N/A

APPROVED AS TO AVAILABILITY
OF FUNDS:

APPROVED AS TO FORM AND
LEGALITY:

Juneau Red/m/w 10/28/2025 | 3:07 PM/CDT La Leitlin 10/28/2025 | 1:55 PM PDT

Director of Finance Date Metropolitan Attorney Date

APPROVED AS TO RISK AND

**INSURANCE:** 

Balogun Coll 10/28/2025 | 3:31 PM CD Freddie O' Connell: Masami Tyson 10/28/2025 | 5:10 PM CDT

Director of Risk Management Date Metropolitan Mayor Date

Services (This application is contingent approval of the

application by the Metropolitan Council.)

## **Grants Tracking Form**

Part One										
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	Departr	ment	Dept. No. Contact			Phone	Fax			
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Granto	r:		U.S. DEPARTMENT OF	JUSTICE		▼	Other:			
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Grant P	Period To	<b>)</b> :	09/30/27		(applications only) A	pplication Deadline:		10/29/25		
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Part Two										
Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26	\$125,000.00						\$125,000.00	\$57,375.00	\$0.00
Yr 2	FY27	\$125,000.00						\$125,000.00	\$57,375.00	\$0.00
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
To	<b>Total</b> \$250,000.00 \$0.00		\$0.00	\$0.00		\$0.00	\$250,000.00	\$114,750.00	\$0.00	
Date Awarded:			Tot. Awarded:		Contract#:					
	(or) Date Denied:				Reason:					
	(or)	Date Withdraw	/n:		Reason:					

Contact: vaughn.wilson@nashville.gov juanita.paulsen@nashville.gov

Rev. 10/31/12 6125 J P

GCP Received 10/24/25

A resolution approving an application for a DNA Capacity Enhancement for Backlog Reduction (CEBR) Program Grant from the U. S. Department of Justice to the Metropolitan Government, acting by and through the Metropolitan Nashville Police Department, to outsource sexual assault kits to private vendors for forensic case sample analysis to reduce the backlog associated with DNA analysis.

WHEREAS, the U. S. Department of Justice is accepting applications for a DNA Capacity Enhancement for Backlog Reduction (CEBR) Program Grant with an award of \$250,000.00 and no cash match required; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metropolitan Government's grant application for a DNA Capacity Enhancement for Backlog Reduction (CEBR) Program Grant, with an award of \$250,000.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Police Department is authorized to submit said application to the United States Department of Justice.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

OF FUNDS:	INTRODUCED BY:
Junus Rud/m/w Jenneen Reed, Director Department of Finance	
APPROVED AS TO FORM AND LEGALITY:	Member(s) of Council
<u>Cowtruy Molian</u> Assistant Metropolitan Attorney	

{N0726741.1}

# BJA FY25 DNA Capacity Enhancement for Backlog Reduction (CEBR) – Formula Grants Program

Amount To Be Awarded Under This Funding

Opportunity: \$87,535,359

Award Ceiling: Up to \$3,500,000

Period of Performance Duration: 24 months

Funding Opportunity Number: O-BJA-2025-172460

Deadline to submit SF-424 in Grants.gov: October 22, 2025, by 11:59 p.m. Eastern Time Deadline to submit application in JustGrants: October 29, 2025, by 8:59 p.m. Eastern Time



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## **BASIC INFORMATION**

The <u>U.S. Department of Justice</u> (DOJ), <u>Office of Justice Programs</u> (OJP), <u>Bureau of Justice Assistance</u> (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	FY25 DNA Capacity Enhancement for Backlog Reduction (CEBR) – Formula Grants Program
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172460
Assistance Listing Number	16.036

### **Executive Summary**

This funding opportunity seeks to support states and units of local government with existing crime laboratories that conduct DNA analysis to process, and/or to increase the capacity to process, more DNA samples for entry into the Combined DNA Index System (CODIS). The objective is to reduce the number of forensic DNA and DNA database samples awaiting analysis and/or to prevent a backlog of forensic and database DNA samples.

This program is for *Formula* funding only. See <u>FY25 DNA Capacity Enhancement for Backlog Reduction (CEBR) – Competitive Grants Program</u> for competitive funding. Eligible agencies may apply for both Competitive and Formula CEBR Funding.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

## **Key Dates and Times**

Funding Opportunity Release Date	September 11, 2025
SAM.gov Registration/Renewal	Recommend beginning process by September 22, 2025, and no later than October 8, 2025
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on October 22, 2025
Step 2: JustGrants Application Deadline	8:59 p.m. Eastern Time on October 29, 2025

## **Funding Details**

**Amount To Be Awarded Under This Funding Opportunity:** \$87,535,359

**Anticipated Number of Awards: 130** 

**Award Ceiling:** \$3,500,000

Period of Performance Start Date: October 1, 2025

Period of Performance Duration: 24 months

## **Availability of Funds**

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

The aggregate amount of FY25 Formula DNA CEBR Program funds expected to be awarded to eligible applicants from each state (including the state and its units of local government with existing crime laboratories) will be based on the criteria detailed below.

The formula for distribution of funds to each state is calculated based on the number of <u>Uniform Crime Reporting (UCR) Violent Crimes and UCR Property Crimes</u> reported to the Federal Bureau of Investigation (FBI) and on the state's population. Any state falling below the minimum allocation of \$600,000, which is calculated as 0.5 percent of the total amount appropriated in FY25 for this purpose, is increased such that each state is awarded at least this minimum value of \$600,000.

The number of state and local applicants may also affect funding allocations. <u>See Chart 1:</u> <u>Estimated Aggregate Amounts Available for Each State—FY25</u> for a chart that identifies the estimated aggregate amount available for each state to fund eligible public forensic DNA laboratories.

If there is more than one publicly funded DNA laboratory within a state, the publicly funded DNA laboratories MUST coordinate prior to application submission to ensure that the amounts requested by each entity's application do not exceed the total amount allocated for the state. Funds generally are expected to be allocated among eligible applicants on the basis of <a href="UCR">UCR</a> Property Crimes, and the population size of the jurisdiction.

## **Statutory Authority**

Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; see Pub. L. No. 118-42, 138 Stat. 25, 147, para. 10(A)).

## **Agency Contact Information**

For assistance with the requirements of this funding opportunity:

### **OJP Response Center**

Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)

Email: OJP.ResponseCenter@usdoj.gov

Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk Phone: 866-606-8220

Web: SAM.gov Help Desk (Federal Service Desk)

Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday-Friday

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

## **Grants.gov Customer Support Hotline**

Phone: 800-518-4726, 606-545-5035

Email: support@grants.gov

Web: Grants.gov Customer Support

Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

**JustGrants Service Desk** 

Phone: 833-872-5175

Email: <u>JustGrants.Support@usdoj.gov</u>

Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday-Friday and 9:00 a.m. to

5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see <a href="Experiencing Technical Issues">Experiencing Technical Issues</a> <a href="Periencing Submission">Preventing Submission of an Application (Technical Waivers)</a>.

## **Resources for Applying**

<u>OJP Grant Application Resource Guide</u>: Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

<u>JustGrants Application Submission Training Webpage</u>: Offers helpful information and resources on the grant application process.

**Note:** If this NOFO requires something different from any guidance provided in the <u>Application</u> <u>Resource Guide</u>, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



### **ELIGIBILITY**

## **Eligible Applicants**

The types of entities that are eligible to apply for this funding opportunity are listed below:

#### Government Entities

- State governments
- County governments
- City or township governments
- Special district governments

### Educational Organizations

Public and state-controlled institutions of higher education

### Other

Units of local government

**State Government Entities:** For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

### "Other" Entities Definition:

• Other Units of Local Government: For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

### Additional Applicant Eligibility Factors

In order to qualify for funding, an applicant for funds must submit the signed and completed DNA CEBR Program Eligibility Certification form.

A state or unit of local government (or any department, agency, or instrumentality of the foregoing) that does not own, control, or operate a crime laboratory or laboratory system is not an eligible applicant under this program. For example, a state or unit of local government that receives forensic services only by way of an inter- or intra- governmental arrangement or contract, but does not own, control, or operate its own crime laboratory within its jurisdiction, is not eligible under this program.

## **Cost Sharing/Match Requirement**

This NOFO does **not** require cost sharing/match.

## PROGRAM DESCRIPTION

## General Purpose of the Funding

The CEBR Formula Program provides funding for laboratories to process and increase their capacity to process DNA samples for entry into CODIS with the goals of reducing backlogs and improving timeliness of testing.

Funding under this program supports the following purposes:

- To carry out, for inclusion in CODIS, DNA analysis of database samples collected under applicable legal authority.
- To carry out, for inclusion in CODIS, DNA analysis of forensic case (e.g., "crime scene") samples.
- To increase the capacity of publicly funded forensic DNA and DNA database laboratories to conduct DNA analysis of database and crime scene samples for entry into CODIS.

Jurisdictions may have different needs depending on their size, population, crime rate/type, and other factors. Therefore, this program affords laboratories the flexibility to use CEBR Formula funding to strategically bridge any resource gaps identified by their specific agency. Allowable uses of funds include the purchasing of DNA collection kits for convicted offender and/or arrestee database testing for CODIS, testing of crime scene and/or DNA database samples by purchasing essential supplies or with personnel expenditures (e.g., grant funded personnel, overtime), and increasing laboratory capacity through the use of new robotics/instrumentation (e.g., Rapid DNA instrumentation).

Projects may use funding for accreditation activities (e.g., relevant training, contracts for maintaining accreditation), contracts for process evaluations to improve efficiency or purchasing and implementing a laboratory information management system (LIMS) that assists with case management, quality assurance, and timely testing.

#### **Definitions:**

For the purposes of this NOFO, the following terms are defined:

- Backlogged forensic biology/DNA case: A forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.
- Backlogged DNA database sample: A DNA database sample that has not been uploaded to CODIS within 30 days of receipt in the laboratory.
- Case: An analysis request for examination in one forensic investigation area (forensic biology/DNA for this purpose).
- Combined DNA Index System (CODIS): CODIS is the generic term used to describe the FBI's program of support for criminal justice DNA databases, as well as the software used to run these databases.
- **CODIS hit:** A CODIS hit refers to an association between DNA profiles in CODIS. CODIS hits are tracked as either an offender hit (where the identity of a potential suspect is generated) or as a forensic hit (where the DNA profiles obtained from two or more crime scenes are linked but the source of these profiles remains unknown).
- **DNA analysis/analyses:** Activities conducted to facilitate processing and entry of forensic DNA samples into CODIS once the sample has been collected from a crime

scene or a known individual; this may include screening (the location, assessment, identification, and characterization of body fluid(s) and other biological areas of interest), laboratory processing (e.g., extraction, quantitation, amplification), and/or issuing reports (e.g., fragment/sequence analysis, DNA profile evaluation and comparison, report writing and associated technical/administrative reviews of DNA reports).

- **Forensic Genetic Genealogy:** The combination of genetic analysis with traditional historical and genealogical research to study family history. For forensic investigations, it can be used to identify remains by tying the DNA to a family with a missing person or to point to the likely identity of a perpetrator. See notice below on forensic genetic genealogical DNA analysis and searching.
- Laboratory Information Management System (LIMS): A software-based system that collects, creates, and stores all data related to forensic examinations in a crime laboratory. Key features include, but are not limited to, workflow and data tracking support, flexible architecture, and data exchange interfaces.
- LIMS module: A sample/case tracking component separate from the laboratory's LIMS
  that functions only for the purposes of the forensic biology/DNA unit. NOTE: The module
  may be a product of the same vendor as the laboratory's current LIMS or a different one.
- National DNA Index System (NDIS): A component of CODIS containing the DNA
  profiles contributed by federal, state, and local participating forensic laboratories. All 50
  states, the District of Columbia, the federal government, the U.S. Army Criminal
  Investigation Laboratory, and Puerto Rico participate in NDIS.
- Number of CEBR-funded DNA profiles from forensic analyses entered into CODIS
  for the DNA laboratory: CEBR grant attribution that contributes to the uploading of a
  DNA profile to CODIS as a result of CEBR-funded overtime, CEBR-funded personnel,
  CEBR-funded analysis supplies, and/or CEBR-funded outsourcing.
- Number of CEBR-funded forensic biology/DNA cases completed by the laboratory: CEBR grant attribution that contributes to the testing of a case as a result of CEBR-funded overtime, CEBR-funded personnel, CEBR-funded analysis supplies, and/or CEBR-funded outsourcing.
- Number of forensic biology/DNA cases submitted to the laboratory: The number of forensic biology/DNA analysis requests submitted by agencies for testing in the laboratory.
- Rapid DNA; Rapid DNA Analysis: Describes the fully automated (hands-free) process
  of developing a CODIS STR profile from a reference sample buccal swab. The "swab in,
  profile out" process consists of automated extraction, amplification, separation,
  detection, and allele calling without human intervention. See <a href="Rapid DNA-FBI">Rapid DNA-FBI</a> and <a href="Quality Assurance Standards for Forensic DNA Testing Laboratories">Quality Assurance Standards for Forensic DNA Testing Laboratories</a>.
- Rapid DNA Testing of Crime Scene Samples: The use of Rapid DNA technology on forensic DNA samples obtained from a crime scene. Rapid DNA on crime scene samples is not fully automated and requires interpretation and review by a qualified DNA analyst.
- Ratio of backlog/cases completed per month: This ratio is one method that can be
  used to normalize backlogs across laboratories of various sizes. It is calculated by taking
  the backlog of the laboratory and dividing it by the average number of cases the
  laboratory completes within a month.

- **Sexual assault kit (SAK):** A set of items used by medical personnel for the preservation of physical evidence collected from a person, living or deceased, following an allegation or suspicion of sexual assault.
- Total number of CODIS hits from forensic analyses for the DNA laboratory: The
  total amount of CODIS hits generated by the laboratory regardless of CEBR, local, or
  other agency funds.
- Total number of DNA profiles from forensic analyses entered into CODIS for the DNA laboratory: Laboratory attribution that contributes to the uploading of a DNA profile to CODIS regardless of CEBR, local, or other agency funds.
- Total number of forensic DNA samples completed by the laboratory: Total number of forensic DNA samples tested to completion by the laboratory regardless of CEBR, local, or other agency funds.
- Total number of forensic biology/DNA cases completed by the laboratory: Laboratory resource attribution that contributes to the testing of a case to completion regardless of CEBR, local, or other agency funds.
- **Turnaround time:** The average number of days from the date a laboratory receives a case to the date that the laboratory issues a final report for the case.

### NOTICE ON FORENSIC GENETIC GENEALOGICAL DNA ANALYSIS AND SEARCHING:

There have been important non-CODIS advances in DNA technology for the criminal justice field. However, because the purpose of the DNA CEBR Program is to process samples for CODIS and to increase the capacity of labs to process samples for CODIS, forensic genetic genealogical (FGG) DNA analysis expenses are not allowable under the DNA CEBR Program at this time.

NOTICE ON RAPID DNA TESTING OF CRIME SCENE SAMPLES: The FBI has approved 2025 Quality Assurance Standards (QAS) expanding the use of Rapid DNA Analysis. In recognition that the effective date of the 2025 QAS (July 1, 2025) pre-dates the execution of any FY25 funding, relevant proposal narratives will be accepted involving the use of Rapid DNA technology on samples collected from crime scenes for upload to NDIS in accordance with the QAS and NDIS procedures. Applicants should refer to <a href="Application Contents">Application Contents</a>, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative for information on allowable and unallowable costs that may inform the development of their project design.

### **Unallowable Uses of Funds**

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

- Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
- 2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the <u>DOJ Grants Financial Guide</u>, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

## **Program Goals and Objectives**

The primary goal of BJA's FY25 CEBR Formula Program is to reduce the number of forensic DNA and DNA database samples awaiting analysis by providing funding for laboratories to process DNA samples for entry into CODIS and to increase the capacity of publicly funded forensic DNA and DNA database laboratories to process more DNA samples. By enabling labs to enter more samples into CODIS this program accelerates case resolution, prevents repeat victimization, and safeguards communities.

- Goal 1: Increase the number of CODIS eligible samples analyzed in forensic DNA and DNA databasing laboratories.
  - **Objective 1:** Process CODIS eligible crime scene samples.
  - **Objective 2:** Process CODIS eligible database samples.
- Goal 2: Increase the capacity to process DNA samples for entry into CODIS in forensic DNA and DNA databasing laboratories.
  - **Objective 1:** Reduce the DNA backlog for CODIS eligible DNA samples.
  - **Objective 2:** Reduce the forensic case and DNA database sample turnaround time for CODIS entry.

The goals and objectives can be achieved by implementing allowable long-term capacity enhancement activities and short-term direct case analysis activities.

Long-term capacity enhancement activities include but are not limited to:

- Purchasing newer and more efficient instruments.
- Evaluating, validating, and implementing different laboratory procedures.
- Purchasing and upgrading LIMS to more efficiently manage laboratory operations.

Short-term direct case analysis activities include but are not limited to:

- Overtime for existing personnel.
- Purchasing and using DNA analysis supplies.
- Funding contracts with private vendors for forensic case or DNA database sample analysis.
- Funding additional personnel to analyze forensic cases or DNA database samples.

## **How Awards Will Contribute to Program Goals/Objectives**

As technology advances to improve the analysis of DNA evidence, there is a respective increase in demand for DNA testing. Furthermore, as the technology becomes more complex

and costly, laboratory budgets struggle to meet the increased demand as identified in <u>DOJ's 2019 Needs Assessment of Forensic Laboratories and Medical Examiner-Coroner Offices.</u>

Delays in testing evidence result in delays in justice for victims and lead to additional victimization by serial offenders.

Awardees will use funding in support of CODIS eligible forensic DNA analysis activities, to include capacity enhancement activities. By continuing to populate the CODIS database, grantees increase the number of CODIS hits generated each year. These hits provide investigating agencies, such as law enforcement, with information in cases where crime scene evidence has yielded a DNA profile, but no suspect has been identified. Award funds from this program are critical to help ensure the availability of objective evidence (DNA reports) to the investigative agencies in a timely manner.

## **Expected Outcomes: Deliverables and Performance Measures**

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives identified above. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

### **Deliverables**

Recipients under this funding opportunity do not need to submit any deliverables other than the standard Post-Award Requirements and Administration.

Note that this progress reporting must include a summary of activities carried out under the grant and an assessment of whether such activities are meeting the needs identified in the application.

### **Performance Measures**

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in <a href="Program Goals and Objectives">Program Goals and Objectives</a>. Applicants can visit <a href="OJP's performance measurement page">OJP's performance measurement page</a> at <a href="Ojp.gov/performance">Ojp.gov/performance</a> for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at <u>CEBR</u> <u>Formula Performance Measures</u>. All numerical data must include supporting documentation (e.g. Excel files, LIMS reports) confirming the values input into the performance reporting software system.

## **Funding Instrument**

OJP expects to make awards under this funding opportunity as grants. See the "<u>Administrative</u>, <u>National Policy</u>, <u>and Other Legal Requirements</u>" section of the <u>Application Resource Guide</u> for a brief discussion of important statutes, regulations, and award conditions.

## APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

## Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the <u>System for Award Management (SAM.gov</u>). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

**First-time Registration:** Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

**Renewing an Existing Registration:** Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process at least 30 days prior to the application's Grants.gov deadline. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

## **Submission Instructions: Summary**

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See <u>Basic Information: Key Dates and Times</u> for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required <u>Application for Federal Assistance SF-424</u> by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see <u>JusticeGrants.usdoj.gov</u>).

## Submission Step 1: Grants.gov Submission of SF-424

### **Access/Registration**

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

### **Submission of the SF-424**

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the <u>Application Resource Guide</u> for additional information on completing the SF-424.

**Section 8F – Applicant Point of Contact:** Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

**Section 19 – Intergovernmental Review:** This funding opportunity is not subject to <u>Executive Order (E.O.) 12372</u> (Intergovernmental Review). Applicants should answer section 19 by selecting, "Program is not covered by E.O. 12372."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the <a href="DOJ Application Submission">DOJ Application Submission Checklist for additional details.</a>

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see <a href="Application Contents">Application Contents</a>, <a href="Submission Requirements">Submission Requirements</a>, and <a href="Deadlines: Standard Applicant Information">Deadlines: Standard Applicant Information</a>). They do not need to submit an update in Grants.gov.

## **Submission Step 2: JustGrants Submission of Full Application Access/Registration**

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

- 1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
- 2. Log in to JustGrants and confirm the information in the Entity Profile.
- 3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

### **Preparing for Submission**

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP** recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.

For additional information, including file name and type requirements, see the "How To Apply" section in the <u>Application Resource Guide</u>.

### **Standard Applicant Information**

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

### **Proposal Abstract**

A proposal abstract (no more than 2,000 characters) summarizing the proposed project must be completed in the JustGrants web-based form. The text from abstracts will be made publicly available on the OJP.gov and USASpending.gov websites if the project is awarded, so this section of the application should not contain any personally identifiable information (*e.g.*, the name of the project director).

The abstract should be in paragraph form without bullets or tables and written in the third person (e.g., they, the community, their, themselves, rather than I or we). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (*i.e.*, what the project will do and why it is necessary).
- Where the project will take place (*i.e.*, the service area, if applicable).
- Who will be served by the project (*i.e.*, who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

See the <u>Application Resource Guide</u> for an <u>example</u> of a proposal abstract.

## **Data Requested With Application**

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the <a href="Application Resource Guide: Financial Management and System of Internal Controls Questionnaire">Application Resource Guide: Financial Management and System of Internal Controls Questionnaire</a> (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

### **Proposal Narrative**

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 10 pages. Applicants may elect, but are not required, to use this template to submit all elements of the CEBR Formula proposal narrative. Tables, charts, references and other relevant materials may be submitted as an appendix to the proposal narrative if needed and will not count toward the page limit.

**Sections of the Proposal Narrative:** The Proposal Narrative must include all of the four sections listed below.

- **1. Description of the Need:** What critical issue or problem is the applicant proposing to address with this project? Please include:
  - A brief explanation of the need, gap, or issue to be addressed by the proposed project.
  - A discussion of the challenges to improve laboratory processing capacity and/or reducing the turnaround times for CODIS eligible samples.
  - Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
  - How the need relates to the purpose of the NOFO.
- **2. Project Design and Implementation:** What are the goals and objectives of the proposed project and how will the applicant implement project activities that meet those goals and objectives? Please include:
  - Project goals (goals are broad, visionary statements on what the applicant hopes to accomplish).
  - Project objectives (objectives are specific outcomes the applicant plans to achieve through project activities).
  - How the applicant's goals and objectives relate to the goals and objectives of the NOFO (to increase the number of CODIS eligible samples analyzed in publicly funded forensic DNA and DNA database laboratories and/or increase the capacity of the laboratory to process forensic DNA and DNA database samples for CODIS entry).
  - What activities the applicant will conduct to achieve the proposed goals and objectives as listed in the above section.
    - The application should address the processes, policy or technology implementation this project will introduce and how this will impact the laboratory to process more CODIS eligible samples. Applicants may also discuss how the

approach will reduce turnaround time, increase throughput, reduce the number of CODIS eligible samples awaiting analysis or prevent a backlog of CODIS eligible samples.

- How the applicant will deliver or complete those activities.
- When the activities will take place. Include a timeline for the project period which may
  include procurement, validation and implementation of any new equipment or
  chemistries; when personnel expenses (hiring and/or overtime) will start to accrue; and
  for the execution of contracts.
- Who in the applicant's organization will staff the activities, including key staff.
- Applicants are encouraged to consider any observed and/or anticipated increases in DNA submissions (e.g., legislative changes, crime trends) that would be expected to significantly impact the laboratory's DNA backlog and/or capacity and explain how that may impact the project's expected results.
- **3. Capabilities and Competencies:** What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:
  - A short description of the applicant's capacity to deliver the proposed project and meet
    the requirements of the award, including collecting and reporting the required
    performance measure data. Who will be responsible for this task, and how will the
    applicant collect the data? Refer to <a href="Program Description: Performance Measures">Program Description: Performance Measures</a> for
    additional details on performance measures for this funding opportunity.
  - A description of projects or activities the applicant organization has conducted, or is currently conducting, that demonstrate the applicant's ability to undertake the proposed project activities.
  - A summary of relevant experience of team members with key responsibilities for implementing the project.

### 4. Plan for Collecting the Data Required for This NOFO's Performance Measures

- The applicant should describe how the performance measures data will be derived, state who will be responsible for collecting the data, and state that the data will be available for review for 3 years from the date of submission of the final federal financial report (SF-425) under the award, or as otherwise required by law. The data collection plan should be rigorous to ensure that the performance measures data provided are accurate, are auditable, and correctly measure the impact the federal funds provided.
  - The data collection plan should clearly describe both the method for the collection and tracking of performance measures data produced as a result of federal assistance provided under this NOFO and the method for reporting such data.
  - The applicant should also provide its policy on validating performance measures data, including who is responsible for the process of collecting and calculating the data, who is responsible for quality control of the data, and how the data will be stored.
- To assist BJA in determining baseline national backlogs, all applicants are to submit the baseline backlog data in the following list as an addendum to their proposal narrative.

- Baseline Data Casework and Database Laboratories
  - Number of approved (vacant and filled) full-time equivalents (FTEs) in the biology section as of December 31, 2024.
  - Number of filled (non-vacant) FTEs in the biology section as of December 31, 2024.
  - Staff Retention: Number of the FTEs identified in Question 2 that were in the biology section as of January 1, 2024.

### **Definitions:**

**Biology Section:** The section, or sections, of the laboratory responsible for processing, analyzing, reporting and reviewing biological evidence and/or database samples (convicted offender, arrestee, etc.) for CODIS. This also includes serology testing within the laboratory.

FTE: A paid position, either grant funded or state/local budget, that works the agency definition of a full-time workweek. This does not include interns or contractors not housed at the agency (e.g. part-time Marshall technical review position for CODIS ownership of vendor data). Typically, full-time FTE's can be identified through the biology section organizational chart.

**Vacant FTE:** A paid position that is unfilled. An FTE on extended and/or family leave is not considered vacant.

- Baseline Backlog Data Casework Laboratories
  - Number of untested/not completed forensic biology/DNA cases on hand on January 1, 2024.
  - Number of untested/not completed forensic biology/DNA cases more than 30 days old (backlogged) on January 1, 2024.
    - Please estimate the percentage of the backlogged cases that were from property crimes.
  - Number of new cases for forensic biology/DNA received in 2024.
    - Please estimate the percentage of these cases that were from property crimes.
  - Total number of forensic biology/DNA cases completed in 2024.
    - Please estimate the percentage of these cases that were property crimes.
  - Forensic biology/DNA cases closed by administrative means in 2024.
  - Number of untested/not completed forensic biology/DNA cases on hand on December 31, 2024.
  - Number of untested/not completed forensic biology/DNA cases more than 30 days old (backlogged) on December 31, 2024.
  - The average number of days needed to complete (including peer review and report) nonpriority forensic DNA cases for calendar year 2024. Please indicate violent crime time with a "V" and the nonviolent crime time with "NV." If the applicant cannot separate violent and nonviolent cases, give the number with no other markings.
- Database Laboratories
  - Convicted Offender Samples

- The number of untested/not completed convicted offender samples on hand on January 1, 2024.
- The number of untested/not completed convicted offender samples more than 30 days old (backlogged) as of January 1, 2024.
- The number of new convicted offender samples received in 2024.
- The total number of convicted offender samples completed in 2024.
- Samples closed by administrative means (duplicates, nonauthorized samples, etc.) in 2024.
- Number of untested/not completed convicted offender samples on December 31, 2024.
- Number of untested/not completed convicted offender samples more than 30 days old (backlogged) on December 31, 2024.
- Average number of days to complete the processing of a convicted offender sample (including upload to CODIS) for calendar year 2024.

### Arrestee Samples

- The number of untested/not completed arrestee samples on hand as of January 1, 2024.
- The number of untested/not completed arrestee samples more than 30 days old (backlogged) on January 1, 2024.
- The number of new arrestee samples received in 2024.
- The total number of arrestee samples completed in 2024.
- Samples closed by administrative means (duplicates, nonauthorized samples, etc.) in 2024.
- Number of untested/not completed arrestee samples on December 31, 2024.
- Number of untested/not completed arrestee samples more than 30 days old (backlogged) on December 31, 2024.
- Average number of days to complete the processing of an arrestee sample (including upload to CODIS) for calendar year 2024.

The request is for backlog data for the database laboratory, regardless of whether federal funding assistance is being sought for the database operation.

See the Definitions Section for additional information on any specific terms or technical language.

**Project Evaluations:** An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "<u>Note on Project Evaluations</u>" section in the Application Resource Guide.

### **Budget Worksheet and Budget Narrative (Attachment)**

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

For additional information about how to prepare a budget for federal funding, see the <u>Application Resource Guide</u> section on "<u>Budget Preparation and Submission Information</u>." For details on the technical steps to complete the budget attachment and upload it in JustGrants, see the <u>Complete the Application in JustGrants: Budget</u> training.

## Permissible Uses of Funds for Forensic DNA Laboratories and DNA Database Laboratories

- Salary and Benefits for Laboratory Employees: Funds may be used to hire
  additional full-time or part-time laboratory employees to directly process, record, screen,
  and/or analyze forensic DNA and/or DNA database samples. Funds may also be used
  to hire additional full-time or part-time laboratory employees (excluding executive
  personnel) to directly perform capacity enhancement-specific activities such as
  validating new DNA analysis technologies for the forensic DNA laboratory and/or the
  laboratory responsible for analysis of DNA database samples.
- Overtime for laboratory staff: Funds may be used to pay overtime for laboratory employees (excluding executive personnel) to directly process, record, screen, and/or analyze forensic DNA and/or DNA database samples. Funds may also be used to pay overtime for existing laboratory employees to directly perform capacity enhancement-specific activities such as validating new DNA analysis technologies for the forensic DNA or DNA database laboratory. Any payments for overtime must be in accordance with the applicable provisions of the <a href="Grants Financial Guide">Grants Financial Guide</a>.
- Training (Limited): Funds may be used to train forensic DNA laboratory and DNA database laboratory personnel on topics directly related to and relevant to their specific job functions (e.g., continuing education topics to satisfy the FBI's Quality Assurance Standards). For a list of topics that are not allowable, see "Expenses that are not Permitted" below.
- Travel (Limited): Funds may be used for travel to conduct the required site visits of
  public or private accredited laboratories that will be conducting DNA analyses on behalf
  of the eligible state or unit of local government to review procedures and practices prior
  to initial sample shipment. Funds may be used to make one additional unannounced
  site visit.

Funds may also be used for travel associated with DNA training, as described in the "Training (Limited)" section.

Travel expenses must be reasonable and comply with the applicable provisions of the grant award terms and award conditions, the <u>DOJ Grants Financial Guide</u>, the recipient's (and any subrecipient's) written policies, and DOJ regulations (Part 200 Uniform Requirements).

Justification for the number of staff traveling and the benefit of their attendance at the annual event must be included, as well as justification why other forms of travel/training (e.g., webinars or review of journal articles) are not sufficient.

- **Equipment:** In general, funds may be used to upgrade, replace, or purchase laboratory equipment, instrumentation, and associated computer hardware for the forensic DNA and/or the DNA database laboratory. See "Expenses That Are Not Permitted," below, for specific equipment items that are excluded from the FY 2025 program.
  - Requests for equipment must be adequately justified with demonstrated need and be associated with the NOFO's objectives. Computer hardware updates must be based on new technology and/or software upgrades to instrumentation.
- **Supplies:** Justification for supplies must include support for the number of units requested and reasoning for the request. Recipients are expected to use expendable supplies, including kits, prior to their expiration date and by no later than the end date of the award.
  - Laboratory supplies for validation: Allowable supply expenses include the purchase of laboratory supplies that can be directly attributed to the validation of new DNA analysis technologies (instruments, processes, or chemistries).
  - Laboratory supplies for DNA sample analysis: Allowable supply expenses include laboratory supplies that can be directly attributed to the processing, recording, screening, and analysis of forensic DNA casework and/or DNA database samples for inclusion in CODIS.
  - Collection kits for database samples: Collection kits for database samples (convicted offender or arrestee) may be purchased.

### Contracts

- Contracts for analysis of forensic DNA casework samples or DNA database samples to public or private accredited DNA laboratories: Funds may be used to send forensic DNA and/or DNA database samples to fee-for-service laboratories to conduct DNA analyses. Funds may also be used to enter into agreements with government-owned laboratories to conduct forensic DNA and/or DNA database sample analyses, perform a data review, enter eligible DNA profiles into CODIS, and, where applicable, upload to NDIS. All obligations properly incurred by the end of the federal award must be liquidated no later than 120 days after the end date of the award. Properly obligated awards will have the full liquidation period for remaining expenditures. No new obligations may be made during the liquidation period.
- Contracts for analysis of forensic DNA casework samples or DNA database samples to public or private accredited DNA laboratories: Funds may be used to send forensic DNA and/or DNA database samples to fee-for-service laboratories to conduct DNA analyses. Funds may also be used to enter into agreements with government-owned laboratories to conduct forensic DNA and/or DNA database sample analyses, perform a data review, enter eligible DNA profiles into CODIS, and, where applicable, upload to NDIS. All obligations properly incurred by the end of the federal award must be liquidated no later than 120 days after the end date of the award. Properly obligated awards will have the

full liquidation period for remaining expenditures. No new obligations may be made during the liquidation period.

Every laboratory that is contracted to conduct forensic DNA or DNA database sample analyses under this program must undergo an external audit, not less than once every 2 years, that demonstrates compliance with the requirements of the QAS for Forensic DNA Testing Laboratories and/or the QAS for DNA Database Laboratories established by the Director of the FBI, and must be accredited by a nonprofit professional organization actively involved in forensic science that is nationally recognized within the forensic science community.

Contracts for DNA audits: DNA laboratories may establish contracts with vendors (individuals or entities) that can provide an external DNA audit once every 2 years, as required by the <u>QAS for Forensic DNA Testing Laboratories</u> and/or the <u>QAS for DNA Database Laboratories</u> established by the Director of the FBI.

As part of the decision whether to award a contract to a vendor for a DNA audit, an award recipient is expected to carefully examine any costs charged by the vendor, including auditor fees (refer to Consultant Rate section for more information) and auditor travel expenses, and to determine whether all such charges are reasonable and justified. All audit-related costs must be detailed in the budget. Note that BJA will use the rates established by the General Services Administration as a benchmark in examining the reasonableness of audit-related travel expenses.

Auditors must meet the requirements specified in the <u>QAS Forensic DNA Testing</u> Laboratories and/or the <u>QAS</u> for <u>DNA Database Laboratories</u>.

- Contracts for process mapping or other efficiency studies: Contracts may be established for an outside vendor to conduct a process mapping or efficiency-type study, such as a Lean Six Sigma-type efficiency study, of the DNA laboratory. One of the potential benefits from such an approach is highlighted in the report, <a href="Increasing Efficiency of Forensic DNA Casework Using Lean Six Sigma Tools">Increasing Efficiency of Forensic DNA Casework Using Lean Six Sigma Tools</a>.
- Warranty, service, or maintenance contracts for equipment: Contracts may be established to provide warranty, service, or maintenance contracts for laboratory equipment.
- Contracts for temporary laboratory employees: Contracts may be established to hire personnel to process, record, screen, and analyze forensic DNA casework; to process, record, and analyze DNA database samples; or to perform capacity enhancement activities such as validating new DNA analysis technologies. Contracts may be established for data review in accordance with the QAS Forensic DNA Testing Laboratories and/or the QAS for DNA Database

### Laboratories.

- Contracts for validation studies of new DNA analysis technologies:
   Contracts may be established for an outside vendor to validate new instruments, processes, or chemistries that are NDIS approved within the DNA laboratory.
- Contracts for in-house training services: Contracts may be established for an outside vendor to provide in-house training that is directly related to the program objectives in this NOFO to laboratory personnel directly involved in the processing, recording, screening, and/or analysis of forensic DNA or DNA database samples. See "Training" for more information about allowable training expenses.
- Direct administrative expenses: Up to 3 percent of the federal portion of an award under this program may be used for direct administrative expenses specifically related to grant administration and management, including travel and training costs related to federal grant management.
- Costs associated with and including accreditation: Details regarding the costs
  associated with accreditation and justification for these costs must be included within the
  budget narrative.
- **Software:** Allowable software is that which is associated with running the DNA laboratory. Allowable purchases may include, but are not limited to, software and licenses associated with running DNA instrumentation; software associated with running temperature monitoring systems and other quality control systems; licenses for existing LIMS users in the forensic biology and/or DNA laboratory who are directly involved in the processing, recording, screening, or analysis of forensic DNA or DNA database samples; and software for DNA mixture interpretation.
- Laboratory Information Management System
  - New LIMS to upgrade or replace existing systems: Contracts may be established to purchase and install a new LIMS, to upgrade or replace an existing system, or to install a LIMS in a laboratory previously without one. Projects to purchase and install a new LIMS are expected to be completed by the end of the 2-year award period. Applicants should consider a phased approach and submit requests for one phase or more, if appropriate, that can be completed within the 2-year timeframe of the DNA CEBR award.
  - Existing LIMS: Contracts may be established to purchase and add DNA modules to an existing LIMS, extra licenses for the DNAUnit users of an existing LIMS system, or software upgrades for an existing LIMS or DNA module. NOTE: See the definitions section of the NOFO for additional information.
  - Accessories for existing LIMS: Accessories for an existing LIMS in the forensic biology and/or DNA section of the laboratory may be purchased. Allowable accessories include items such as barcode printers and barcode scanners;

however, these do not include hardware items such as laptops, desktop computers, or computer tablets. A detailed justification for these items would need to be submitted with the application documents.

- Annual maintenance and service contracts and licensing agreements for new and existing LIMS: Contracts may be established for annual maintenance and service contracts, as well as licensing agreements for users in the forensic biology/DNA section of the laboratory.
- Renovations: Funds may be used to upgrade existing laboratory and office space in
  the forensic biology and DNA section to accommodate new equipment, more personnel,
  or to renovate an existing space to a more efficient layout to increase the number of
  samples that can be processed, to decrease the turnaround time of casework or
  database samples, reduce the backlog, or prevent a backlog from occurring.
  Renovations do not include new construction of a building or construction of a new
  room(s) on to an existing building.

Renovations may include electrical, plumbing, and construction of new walls within the "four walls" of the existing space. Examples may include expansion of the office space to accommodate additional analysts, reconfiguring an existing office space for analysts to allow for a more efficient layout, expansion of the laboratory space to accommodate additional equipment or additional workspaces, or reconfiguring the laboratory space to close off a dedicated screening area so alternate light sources can be used effectively. See *Expenses That Are Not Permitted* section for additional information regarding office furniture and supplies.

Applicants should consider undertaking large renovation projects in a phased approach, and requests for one or more (if appropriate) phases must be completed in the 2-year timeframe of the DNA CEBR award.

Funding for this component must not exceed \$200,000.

### **Expenses That Are Not Permitted**

Federal funds awarded under this program may only be used for the permissible uses of funds outlined above. Among other things, funds may not be used for:

- Salaries and benefits, other than as discussed in "Permissible Uses of Funds."
- Travel, other than authorized travel expenses associated with appropriate DNA training and visits to outsourcing laboratories as discussed in "Permissible Uses of Funds."
- Travel and training costs for continuing education/training opportunities that are associated with professional meetings and conferences (including workshops provided at such meetings and conferences) that exceed 8 percent of the total award. More in depth training opportunities, such new analyst training, that cumulatively with other continuing education/training exceed 8 percent of the total award may be considered on a case-by-case basis.

- Education that is of primary benefit to an individual (e.g., doctoral degree), personal development training (e.g., general human resources or staff retention trainings), or other trainings that are not directly related to the operation of a forensic DNA laboratory.
- Trial testimony (e.g., hearings, jury/judge trials, depositions) and associated travel costs.
- Construction, other than as discussed in "Renovations."
- Direct administrative expenses that exceed 3 percent of the federal portion of the award.
- Equipment and Office Furniture/Supplies:
  - Only equipment directly related to DNA analysis (e.g., printers connected directly to genetic analyzers or CODIS terminals) is allowable under this award. Therefore, it is expected that the grantee provides standard office supplies to staff which includes, but is not limited to, computers, monitors, paper, pens, toner, printer cartridges, office/modular furniture, chairs, tables, floor mats, "basic supplies," etc.
  - O Purchase of equipment or technologies that have not been approved for use by the National DNA Index System, including personnel and supplies that would be needed to validate equipment or technologies not approved for use by NDIS. This includes Rapid DNA Analysis instruments or supplies proposed to be used in a way not compatible with the FBI's most recent QAS revision and explicitly approved by NDIS, or other instruments not available for purchase through a commercial entity. See definitions section for additional information about Rapid DNA.

**Costs Associated With a Conference/Meeting/Training:** An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the <u>Application Resource Guide</u> for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the <a href="Application Resource Guide">Application Resource Guide</a> for information on costs associated with language assistance

For additional information about how to prepare a budget for federal funding, see the <u>Application Resource Guide</u> section on "<u>Budget Preparation and Submission Information</u>" and the technical steps to complete the budget form in JustGrants in the <u>Complete the Application in JustGrants:</u> <u>Budget</u> training.

### **Budget and Associated Documentation: Budget/Financial Attachments**

Formula CEBR Budget Certification: Applicants must submit a signed and completed Formula DNA CEBR Program Budget Certification form. This form, to be filled out by the applicant, outlines the proportion of funding that is planned to be used for (1) processing

database samples for CODIS, (2) processing crime scene samples for CODIS (shall be a minimum of 40 percent of the award) and (3) increasing the capacity of the laboratory to process crime scene and/or database samples for CODIS. Review the <a href="DNA CEBR Guidance Fact Sheet">DNA CEBR Guidance Fact Sheet</a> for more information on how to complete the form.

**Indirect Cost Rate Agreement (if applicable):** An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the <a href="DOJ Grants Financial Guide">DOJ Grants Financial Guide</a> and the <a href="OJP Grant Application Resource Guide">OJP Grant Application Resource Guide</a> for additional information on indirect cost rate agreements.

**Consultant Rate (if applicable):** OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the <u>DOJ Grants Financial Guide</u> for more information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

**Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable):** This notice of funding opportunity expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

**Disclosure of Process Related to Executive Compensation (if applicable):** This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

### **Additional Application Components**

The applicant should attach the additional requested documentation listed below in JustGrants.

- DNA CEBR Program Eligibility Certification: Each applicant must submit a signed and completed <u>DNA Capacity Enhancement for Backlog Reduction (CEBR) Program</u> <u>Eligibility Certification form</u>. This document further outlines requirements for a state or unit of local government to be eligible to receive a grant under the DNA CEBR Formula program. The certification must be submitted on the template provided.
- **Program Income Declaration:** All applications submitted in response to this NOFO are to comply with the Program Income Policy for the FY25 DNA CEBR Program. Applicants

should carefully read the updated policy to complete the FY25 DNA CEBR grant application as well as to ensure <u>compliance with the policy</u> post-award.

Applicants are to submit a Program Income Declaration with their grant applications. The declaration should be attached as a separate document in the grant application, and the electronic file should be labeled as "Program Income Declaration."

The Program Income Declaration should indicate one of the four statuses below for the applicant in light of any proposed activities to be funded by a grant award.

- 1. Does not employ a fee-for-service model or otherwise accept compensation from external organizations or jurisdictions to conduct DNA sample testing.
- 2. Employs a fee-for-service model or otherwise accepts compensation from external organizations or jurisdictions to conduct DNA sample testing but does not plan to use grant funds for any fee-for-service- related activity.
- 3. Employs a fee-for-service model or otherwise accepts compensation from external organizations or jurisdictions to conduct DNA sample testing and does plan to accept fees for activities and/or services performed using grant funds, in whole or in part, from the programs referenced in this policy.
- 4. Employs a fee-for-service model or otherwise accepts compensation from external organizations or jurisdictions to conduct DNA sample testing but can claim the exclusion in Section 8 of the Program Income Policy and can produce the required documentation in support of this exclusion.
- Potential Environmental Impact: The National Environmental Policy Act (NEPA) of 1969 (Public Law No. 90-190; 42 U.S.C. § 4371, et seq.) established a national policy to promote the protection and enhancement of the environment. This policy was in response to growing concerns about the ecological balance and preservation of wildlife in the United States while meeting the demands of a growing population. Any BJA grant recipient with a project involving construction, expansion, renovation, facility planning, site selection, site preparation, and security or facility upgrades must be in compliance with the NEPA requirements during the initiation of the project as part of its planning, site selection, and site preparation. The BJA grant recipient must complete the NEPA process prior to actual construction, expansion, renovation, or remodeling (including security upgrades). Additionally, any BJA grant recipient with a project involving the use of chemicals must complete the NEPA process prior to project initiation.

A Categorical Exclusion (CATEX)—a class of actions that, either individually or cumulatively, would not have a significant effect on the human environment and therefore would not require preparation of an environmental assessment or environmental impact statement under NEPA—may be available for some projects where the environmental impact is minimal. A Programmatic Environmental Assessment (PEA) has been conducted that may cover certain projects, particularly those limited to routine indoor laboratory activities.

Alternatively, a grant recipient may be required to conduct an environmental assessment (EA), to assess the need for a project or proposed action, alternatives to the project/action, and the environmental impacts of the proposed and alternative project/action. If a grantee is required to conduct an EA, BJA will provide this service free

of charge. Applicants do not need to allocate funding for this process in their grant applications.

Depending on a review of the project, after award grant recipients may be asked to provide additional information, so BJA can determine if either the CATEX or the PEA completes the NEPA process for particular projects or if an EA is necessary. For more information regarding NEPA, please visit <a href="https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance">https://bja.ojp.gov/national-environmental-policy-act-nepa-guidance</a>.

- Proof of DNA Laboratory Accreditation: Acceptable types of documentation of current
  accreditation include an electronic (scanned) copy of the current accreditation
  certificate(s), a digital photograph of the current accreditation certificate(s), or a letter
  from the accrediting body that includes the certificate number. Additionally, if a certificate
  references another document that contains key information on the type or scope of the
  accreditation, provide a copy of that supplemental documentation.
- Tribal Authorizing Resolution (if applicable): An application in response to this NOFO
  may require inclusion of Tribal authorizing documentation as an attachment. If
  applicable, the applicant will upload the Tribal authorizing documentation as an
  attachment in JustGrants. See the <u>Application Resource Guide</u> for information on Tribal
  authorizing resolutions.
- **Timeline:** Provide a timeline listing key activities and milestones, and the quarters during which they will take place.

### **Disclosures and Assurances**

The applicant will address the following disclosures and assurances.

**Disclosure of Lobbying Activities:** JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of \$100,000. This disclosure requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

**Disclosure of Duplication in Cost Items:** To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items

included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the <u>Application Resource Guide</u> for additional information.

**DOJ Certified Standard Assurances:** Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

**DOJ Certifications:** Review the DOJ document <u>Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; <u>Coordination with Affected Agencies</u>. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.</u>

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the <a href="Application Resource Guide">Application Resource Guide</a> for additional information.

### **Submission Dates & Times**

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the "Certify and Submit" feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

## **Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)**

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at <a href="OJP.ResponseCenter@usdoj.gov">OJP.ResponseCenter@usdoj.gov</a>. Applicants should follow these steps if they experience a technical issue:

1. Contact the relevant help desk to report the issue and receive a tracking number.

See <u>Basic Information</u>: <u>Contact Information</u> for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

- 2. If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at <a href="OJP.ResponseCenter@usdoj.gov">OJP.ResponseCenter@usdoj.gov</a> within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:
  - A description of the technical difficulties experienced (provide screenshots if applicable).
  - A timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
- The applicant's unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.
- 3. If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at <a href="mailto:OJP.ResponseCenter@usdoj.gov">OJP.ResponseCenter@usdoj.gov</a> within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.

## **APPLICATION REVIEW**

### **Review Process and Criteria**

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the <a href="OJP Grant Application Resource Guide">OJP Grant Application Resource Guide</a> for information on the application review process for formula grants.

### **Risk Review**

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in additional post-award conditions and oversight for any awarded applicant.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

### **Selection Process**

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the "Application Review" section. For additional information on the application review process, see the Application Resource Guide.

## **AWARD NOTICES**

### **Federal Award Notices**

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. An authorized representative for the entity should accept or decline the award within 45 days of the notification. See the <a href="Application Resource Guide">Application Resource Guide</a> for information on award notifications and instructions.



# POST-AWARD REQUIREMENTS AND ADMINISTRATION

# Reporting

All award recipients under this NOFO will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- Performance reporting must include a summary of activities carried out under the grant and an assessment of whether such activities are meeting the needs identified in the application.

See the <u>Application Resource Guide</u> for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

# **Performance Measure Reporting**

Award recipients are required to submit performance measure data in the Performance Measurement Tool (PMT) semi-annually and separately submit a semi-annual performance report in JustGrants. Applicants selected for an award will receive further guidance on post-award reporting processes.

# **Program- and Award-Specific Award Conditions**

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (*e.g.*, programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

# Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

# **Civil Rights Compliance**

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it

delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's <u>Legal Overview—FY 2025 Awards</u> webpage under the "Civil Rights Requirements" section. Additional resources are available from the <u>OJP Office for Civil Rights</u>.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's <u>Partnerships with Faith-Based and Other Neighborhood Organizations webpage</u> for specific information for faith-based organizations applying under this NOFO.

# **Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the <a href="Application Resource Guide">Application Resource Guide</a> for additional information.

# **Information Technology Security Clauses**

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

# **Other Reporting Requirements**

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than \$500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the <a href="Reporting Requirements page">Reporting Requirements page</a> for more information.



# **OTHER INFORMATION**

# **Information Regarding Potential Evaluation of Programs and Activities**

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the <u>Application Resource Guide</u> section "Information Regarding Potential Evaluation of Programs and Activities."

# **Freedom of Information and Privacy Act**

See the <u>Application Resource Guide</u> for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

## **Provide Feedback to OJP**

See the Application Resource Guide for information on how to provide feedback to OJP.



# APPLICATION CHECKLIST

# BJA FY25 DNA Capacity Enhancement for Backlog Reduction (CEBR) – Formula Grants Program

This application checklist has been created as an aid in developing an application. For more information, reference the "<u>OJP Application Submission Steps</u>" in the <u>OJP Grant Application Resource Guide</u> and the <u>DOJ Application Submission Checklist</u>.

# SAM.gov Registration/Renewal

 Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see <u>Application Resource Guide</u>).

## **Grants.gov Registration**

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see <u>Application Resource Guide</u>).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

# **Grants.gov Opportunity Search**

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Access the funding opportunity and application package (see Step 7 under "OJP Application Submission Steps" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see <u>Application Resource Guide</u>).

# **Funding Opportunity Review and Project Planning**

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see <u>Eligibility: Eligible Applicants</u>).
- Confirm your proposed budget is within the allowable limits (see <u>Basic Information:</u>
   <u>Funding Details</u>), includes only allowable costs (see <u>Application Contents, Submission Requirements</u>, and <u>Deadlines: Budget Worksheet and Budget Narrative</u>), and includes cost sharing if applicable (see <u>Eligibility: Cost Sharing/Match Requirements</u>).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see <u>Program Description: Performance Measures</u>).
- Review the "<u>Legal Overview—FY 2025 Awards</u>" in the <u>OJP Funding Resource Center</u> and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the <u>DOJ Grants Financial Guide</u> or see the Application Resource Guide.

# **Submission Step 1: Grants.gov**

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.
- Confirm Section 8F of the SF-424 lists the name and contact information of the individual who will complete the application in JustGrants.

Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4)
 Grants.gov email notifications:

Application Checklist

- o A submission receipt
- A validation receipt
- A grantor agency retrieval receipt
- An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or <a href="mailto:support@grants.gov">support@grants.gov</a> regarding technical difficulties (see the <a href="mailto:Application">Application</a> Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

# **Submission Step 2: JustGrants**

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see <u>Application Resource Guide</u>)
- Upload the Proposal Narrative.
- Complete the budget worksheet and budget narrative attachment.
- Upload the other budget/financial attachments, as applicable.
  - Signed and completed <u>DNA Capacity Enhancement for Backlog Reduction</u> (CEBR) Formula <u>Program Budget Certification</u> form.
- Upload additional application components, as applicable.
  - Signed and completed <u>DNA Capacity Enhancement for Backlog Reduction</u> (CEBR) Program Eligibility Certification form
  - Proof of DNA Laboratory Accreditation
  - o Program Income Declaration
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
  - Applicant Disclosure and Justification DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

# JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.

• If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or <a href="mailto:JustGrants.Support@usdoj.gov">JustGrants.Support@usdoj.gov</a>. See the <a href="mailto:Application Resource-Guide">Application Resource-Guide</a> for additional information.

## **Standard Applicant Information**

#### **Funding Opportunity**

Federal Agency Name

Funding Opportunity Number

Funding Opportunity Title

Bureau of Justice Assistance

O-BJA-2025-172460

BJA FY25 DNA Capacity Enhancement for Backlog Reduction

(CEBR)- Formula Grants Program

Competition Identification Number

Competition Identification Title

Due Date

October 29, 2025 8:59:00 PM EDT

#### **CFDA** Information

CFDA Number

CFDA Program Title

16.036

Comprehensive Forensic DNA Analysis Grant Program

#### **Project Information**

250,000.00

Project Title Proposed Project Start Date Proposed Project End Date

2025 MNPD Formula DNA Capacity Enhancement for Backlo! 10/1/2025 9/30/2027

Federal Estimated Funding Applicant Estimated Funding Program Income Estimated Funding

250,000.00 0.00

Total Estimated Funding

Areas Affected by Project (Cities, Counties, States, etc.)



Application Type	Date Receive
Initial	09/12/2025
pplication Submitter Contact Information	
Application POC Prefix Name Mr.	
Application POC First Name	Application POC Middle Name
Michael	Curt
Application POC Suffix Name	
Organizational Affiliation	Title
Police Department	Sergeant
Phone Number	Fax Number
615-862-7077	
ORINumber	
ype of Applicant	
ype of Applicant 1: Select Applicant Type.*	
C: City or Township Government	~

Select

Application POC Last Name

michael.park@nashville.gov

Park

Email ID

Docusign Envelope ID: 5661B0B0-8 Type of Applicant 3: Select Appli				
Select		~		
Other (specify):				
Executive Order and	I Delinquent Debt Information			
	riew by State Under Executive Order 12372? *			
a. This application was	made available to the State under the Executive	Order 12372 Process for re	view on:	
b. Program is subject to	E.O. 12372 but has not been selected by the St	ate for review		
c. Program is not cover	ed by E.O. 12372.			
Is the Applicant Delinquen	t on Federal Debt?			
No ∨				

Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AE49644388

## **Confirm Authorized Representative**

Every application must have a designated Authorized Representative. An Authorized Representative must have the legal authority to enter into contracts, grants, and cooperative agreements with the federal government on behalf of the Entity.



#### Confirmed Authorized Representative

Title

Sergeant

Prefix Name

Mr.

First Name Middle Name Last Name

Michael C. Park

Suffix Name

## Verify Legal Name, Doing Business As, and Legal Address

## Entity Name

Legal Name

Doing Business As

LGZLHP6ZHM55

UEI

NASHVILLE & DAVIDSON COUNTY, METROPOLITAN

**GOVERNMENT OF** 

**Physical Address** 

Street 1

Street 2

1 PUBLIC SQ

City

Country

NASHVILLE

United States

State/U.S. Territory

Zip/Postal Code

Tennessee

37201

County/Parish

Congressional District

07

Designate as Legal Address

Mailing Address

Street 1

Street 2

P.O. BOX 196300

City

Country

**NASHVILLE** 

United States

State/U.S. Territory

Otatoro.o. remitor

Zip/Postal Code

Tennessee 37219

County/Parish

Congressional District

07

Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AE49644388

X Designate as Legal Address

Certification\*

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

If this information is correct confirm/acknowledge to continue with completion of this application.

Please Confirm \*



I confirm this is the correct entity.

Signer Name

Michael Park

Certification Date / Time

09/15/2025 02:24 PM

- 2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
  - Contact your Entity Administrator.
  - b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.
- 3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

## Financial Management and System of Internal Controls (C-911439) RESOLVED COMPLETED

Thank you for your input.

✓ CR	REATE	✓ QUESTIONNAIRE	✓ COMPLETE	Case details
Questions and Answers	Audit	Question Text	Answer	Last updated by Michael Park (1m ago) Created by Michael Park (1mo ago)
UESTION_2880		Unique Entity Identifier (UEI) Number.	LGZLHP6ZHM55	michael raik (fine age)
UESTION_2883		Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?	No	Participants
UESTION_2884		Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?		
DUESTION_2856		If the answer to the question below is "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide — as an attachment to its application — a disclosure that satisfies the minimum requirements as described by OJP.		No items
DUESTION_2885		With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?		
DUESTION_2776		For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.		
UESTION_2777		Has the applicant entity undergone any of the following types of audit(s)? Please check all that apply:		
UESTION_2777		"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200	Yes	
UESTION_2777		Financial Statement Audit		
UESTION_2777		Defense Contract Agency Audit (DCAA)		
UESTION_2777		Other Audit and Agency		
UESTION 2777		None		

Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AE-QUESTION_2778	49644388 If Other Audit and Agency - list type of audit:	
QUESTION_2886	Most Recent Audit Report Issued:	Within the last 12 months
QUESTION_2819	Name of Audit Agency/Firm:	Crosslin, LLC
QUESTION_2887	On the most recent audit, what was the auditor's opinion?	Unqualified Opinion
QUESTION_2782	Enter the number of findings (if none, enter "0"):	0
QUESTION_2783	Enter the dollar amount of questioned costs (if none, enter "0"):	0
QUESTION_2888	Were material weaknesses noted in the report or opinion?	No
QUESTION_2892	Which of the following best describes the applicant entity's accounting system:	Automated
QUESTION_2893	Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	Yes
QUESTION_2896	Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	Yes
QUESTION_2902	Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	Yes
QUESTION_2903	Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	Yes
QUESTION_2904	Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	Yes

budget cost category)?

QUESTION\_2909

Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles Yes set out in 2 C.F.R Part 200?

cies and procedures for led to avoid unnecessary sis of lease versus resoliciting goods and that address conflicts of and procedures ducted in a manner that at practicable, and to the practicable, and to and procedures require including the rationale act price?  And procedures require act price?  And procedures require and procedures require act price?
ducted in a manner that at practicable, and to  Yes  and procedures require including the rationale act type, selection or ract price?
, including the rationale act type, selection or ract price?
and procedures
intering into a rith any entity/individual ts, including provisions in (www.sam.gov) for ctors, prior to award?
travel policy? Yes
al Travel Regulation Yes
procedures, and/or rds made by the early document priately monitored by the is in 2 CFR Part 200 (see
between subawards cts under federal awards, No
ale

Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AB	E49644388 Is the applicant entity aware of the differences between subawards	
QUESTION_2939	under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	No
QUESTION_2946	Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	Yes
QUESTION_2951	Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ?	No
QUESTION_2858	Name(s) of the federal awarding agency:	
QUESTION_2859	Date(s) the agency notified the applicant entity of the "high risk" designation":	
QUESTION_2860	Enter in the contact information for the "high risk" point of contact at the federal agency:	
QUESTION_2861	Name:	
QUESTION_2862	Phone:	
QUESTION_2863	Email:	
QUESTION_2878	Reason for "high risk" status as set out by the federal agency:	
QUESTION_2865	This certification must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority.	
QUESTION_2866	On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority to make this certification on behalf of the applicant entity.	
QUESTION_2867	Name:	Samir Mehic
QUESTION_2868	Date:	20251017
QUESTION_2954	Title:	Chief Financial Officer
QUESTION_2870	Please specify your title:	
QUESTION_2871	Phone:	615-862-7362

# **Project Abstract**

In May 2015, the Metropolitan Nashville Police Department (MNPD) opened a crime laboratory, becoming the first local laboratory in the State of Tennessee. Also in 2015, the State of Tennessee enacted legislation requiring 100% testing of sexual assault kits. This piece of legislation coupled with Davidson County's consistent influx of new residents has directly impacted the volume of sexual assault kit submissions for DNA testing at the Metropolitan Nashville Police Department Crime Laboratory (MNPD-CL). The increase in sample and case submissions has negatively impacted backlog reduction and turnaround time.

The MNPD-CL is committed to continuous improvements and efficiency and has made every effort to obtain updated technology in automation, chemistries, and adequate staffing levels to meet the high demands of forensic DNA testing.

The MNPD-CL Forensic Biology Unit's staff consists of two (2) Forensic Supervisors, one (1) DNA Technical Leader, eight (8) Forensic Scientists, and one (1) Forensic Technician. Of the 12 total staff, there are eight (8) staff in various stages of training.

If this grant funding is awarded, the MNPD-CL Forensic Biology Unit plans to use this funding to outsource sexual assault kits. This will aid in MNPD-CL's goal of providing forensic DNA analysis of superior quality in a timely and efficient manner, decrease and eliminate the backlog, increase throughput, and reduce turnaround time.

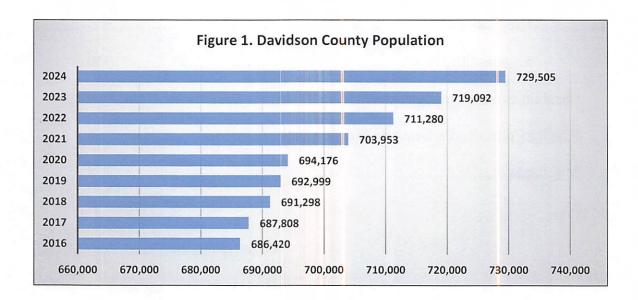
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# **Program Narrative**

# **Description of Issue**

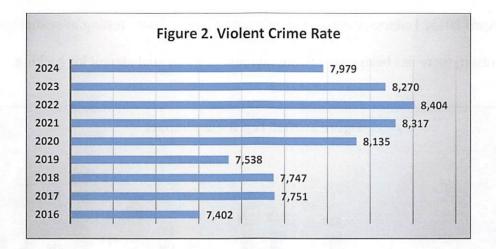
The Metropolitan Nashville Police Department Crime Laboratory (MNPD-CL) provides services to all of Nashville and Davidson County. Encompassing 504.03 square miles, Davidson County had an estimated 729,505 residents in 2024, a 6.4% increase when compared to 686,420 residents in 2016 (Figure 1).

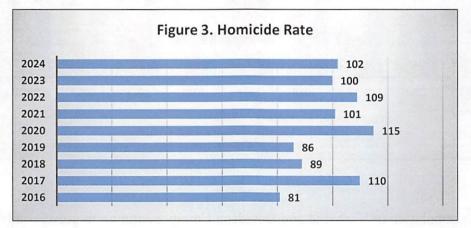


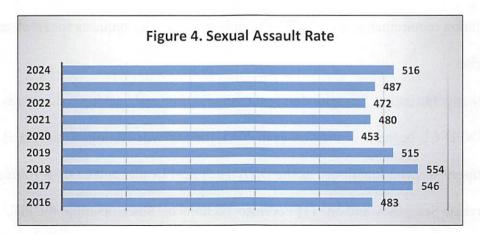
During this same period, violent crime increased by 7.8%, with homicides increasing by 25.9% and sexual assaults decreasing by 6.8% (Figures 2, 3, and 4)<sup>2</sup> resulting in an increase in DNA service requests.

https://datacommons.org/place/geoId/47037?utm\_medium=explore&mprop=count&popt=Person&hl=cn

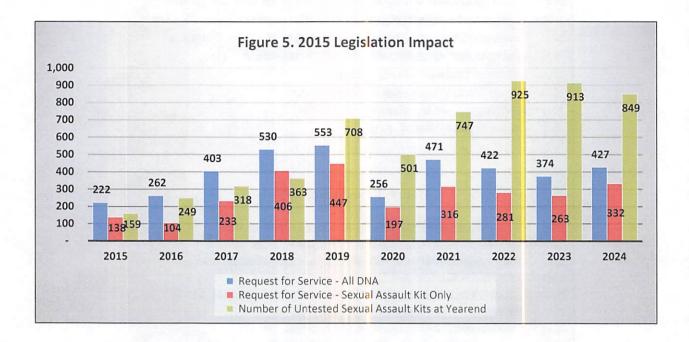
https://cde.ucr.cjis.gov/LATEST/webapp/#/pages/explorer/crime/query







In April 2015, Tennessee enacted legislation requiring 100% testing of sexual assault kits.<sup>3</sup> As a result, there has been a significant increase in the sexual assault kit backlog.



As the population of Nashville and Davidson County continues to grow, combined with testing legislation requirements, the MNPD-CL anticipates service requests for DNA testing will continue to rise.

Another contributing factor hindering turnaround time and backlog reduction is staffing. When the MNPD-CL began accepting cases in 2015, the Forensic Biology Unit (FBU) consisted of one (1) Supervisor who functioned as the DNA Technical Leader and CODIS Administrator, three (3) Forensic Scientists, and one (1) Forensic Technician. Since opening, the FBU has incrementally increased its staffing by 140%, consisting of two (2) Supervisors, one (1) DNA Technical Leader, eight (8) Forensic Scientists, and one (1) Forensic Technician. Of the 12 total staff, there are eight (8) in various stages of training. With staff turnover, length of training

<sup>3</sup> https://openstates.org/tn/bills/109/HB1239/

period, continual changes in technology, and number of staff needed to be at full capacity, the turnaround time and backlog will continue to increase.

Due to the increase in requests for service and the FBU staffing challenges, the bottleneck has been identified at the point when cases are assigned to analysts.

# **Project Design and Implementation**

#### Goal

The goal of this project is to increase FBU's capacity to process more DNA cases, in so doing helping to reduce the turnaround time and backlog.

#### Plan

The FBU will enhance its capacity and reduce backlog by outsourcing sexual assault kits.

The FBU has already identified a suitable forensic DNA testing service provider, Bode

Technology, that is accredited to ISO/IEC 17025:2017 and the FBI Quality Assurance Standards.

Site visits have already been completed, records reviewed, and their technical capabilities evaluated by the DNA Technical Leader.

Sexual assault cases that are part of the backlog are easily identifiable using the Laboratory Information Management System (LIMS), which tracks the date of incident occurrence. Permission has been obtained from the customer to outsource. The MNPD-CL Forensic Biology Supervisors or designees will identify which cases will be outsourced and when they will be shipped. The MNPD-CL Evidence Receiving Unit (ERU) will be responsible for organizing shipments. Administrative tasks, such as sending out official customer notifications of outsourcing and filing shipment records, will be assigned to appropriate personnel.

During the life of the grant, the FBU will outsource 180 sexual assault kits to the identified private vendor laboratory above, with an estimated 90-day turnaround time. Once testing has been completed and work has been reviewed by the FBU, the customer will be notified and the lab report provided.

## Objective 1: Increase the number of samples analyzed

This objective will be achieved through outsourcing of sexual assault kits. This action will allow the FBU to dedicate qualified staff to assist in training the current trainees to help bring the unit to full capacity.

## Objective 2: Reduce forensic case turnaround time

This objective will be achieved through outsourcing of sexual assault kits. While training is in progress, the outsourcing of sexual assault kits will reduce forensic case sample turnaround time for sexual assault kits.

#### Expectations

In the short-term, the ability to outsource alone will reduce FBU's backlog by 180 cases by the end of this grant period (see Milestones). Outsourcing will also allow the FBU to complete the hiring and training of trainees without incurring a higher backlog.

The MNPD-CL is actively providing forensic testing services to the Metropolitan Nashville and Davidson County community. As such, service requests are continuously submitted and accepted by the MNPD-CL. As forensic DNA testing becomes increasingly necessary and forensic DNA services become more valuable, the MNPD-CL expects to see a continued increase in forensic DNA testing service requests that could negatively impact the DNA backlog.

## Sustainability Plan

It is expected that by the completion of this grant period, the FBU will have achieved full staffing and completed training of all current employees, unless reasons beyond the control of the MNPD-CL were to occur. By achieving fully trained staffing levels and utilizing the assistance of another accredited laboratory, the FBU will be in a better position to keep up with the increased demand of DNA testing requests.

# **Capabilities and Competencies**

The MNPD-CL includes a FBU which provides DNA testing services. The evaluation of the cases eligible to be outsourced and the review of returned cases will be assigned to available personnel in the FBU (resumes/CVs included). The entire process from evaluation for shipment to disposition of any CODIS hits will be overseen and managed by the FBU DNA Technical Leader, Supervisors, and CODIS Administrator. The scope of this overall project proposal will be overseen by the FBU DNA Technical Leader and Supervisors with the full support of the MNPD-CL's Director and the Forensic Services Division (FSD) Director.

The MNPD-CL is committed to continuous improvements to efficiency and has made every effort to obtain updated technology in automation, chemistries, and adequate staffing levels to meet the high demands of forensic DNA testing services. The FBU is equipped with automated extraction, quantification, amplification, and capillary electrophoresis instrumentation, software for data analysis, and chemistry kits that detect genetic markers approved by the FBI for entry into the CODIS database.

# Plan for Collecting Performance Measure Data

Performance measure data will be derived from the current existing LIMS. The data will be inputted into the LIMS by appropriate personnel as each case is returned by the outsource

laboratory, reviewed, and completed by FBU staff. LIMS will serve as the metrics collection and storage medium.

To calculate the percent increase in DNA analysis throughput for the FBU, the reduction in response time for requests (turnaround time), the percent decrease in the DNA backlog, and the percent of DNA profiles resulting in a CODIS match, Crystal reports written in the LIMS can collect and determine the sum of cases and samples submitted and completed, the average turnaround time, and the existing backlog during a reporting/grant period to be used for comparison to the baseline backlog data. The FBU will also differentiate between cases and samples completed by the FBU versus those completed by the outsourcing laboratory. CODIS hits are also tracked and reported. The combination of this data will provide the percentage of CODIS matches.

The MNPD-CL relies on its staff to accurately enter samples analyzed, cases completed, and DNA profiles entered into CODIS. The data will therefore be able to measure the impact of the federal funds provided for this project. All data is auditable as the MNPD-CL retains all technical records from which the data is derived. All data entered and collected will be available for review for three (3) years from the date of submission of the final federal financial report under the award, or as otherwise required by law.

The system for metric collection has demonstrated its value and accuracy. These same metrics are used by the MNPD-CL to determine areas of improvement. Once the data has been exported out of the LIMS, the MNPD-CL Director or designee will be responsible for calculating the data for reporting.

Outsourced cases will be appropriately marked in the LIMS and records of manifests will be maintained. Information tracked will include the date that the case was outsourced, the date

that the cases were marked completed, and the total amounts expended for each shipment, organized by date in order to account for each reporting period.

# Milestones

Milestone	<b>Anticipated Completion Date</b>
Outsourcing	
<ul> <li>Outsource 180 sexual assault kits</li> </ul>	December 31 <sup>th</sup> , 2026

# **Budget Detail Worksheet**

OMB Approval NO.: 1121-0329

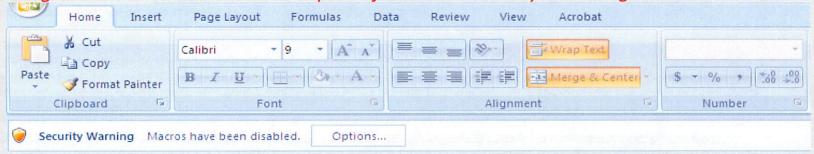
Expires 11/30/2020

For a 508 compliant, accessible version of the Budget Detail Worksheet, use the following link:

https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet/BDW508.pdf

# Worksheet Instructions

Note: This document requires macros be enabled to work properly. Please ensure that macros are enabled before entering any data. You may be able to enable macros by choosing the "Enable this content" option from the Security Warning Ribbon above.



If the ribbon is not visible you may have been prompted to enable macros when you opened the document as pictured here. If you elected to disable macros,



please close the document and reopen it with macros enabled.

#### Purpose:

The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

#### How to use this Workbook:

The workbook includes several different worksheets. The first worksheet (this one) is an instruction sheet; the next worksheet includes the budget detail worksheet and narrative for year 1. There are duplicates of this worksheet for years 2-5 that can be completed as necessary. The last worksheet is a Budget Summary. It compiles all of the relevant budget information into a single location and should be reviewed for correctness before the workbook is uploaded to the GMS application.

#### Step by Step Usage:

- 1. Please read and print this instruction page. It can be used as a reference while completing the rest of the document.
- 2. For each budget category, you can see a sample by viewing the 'Budget Detail Example Sheet'.
- 3. The 'Definitions' tab explains terms used in the instructions for the various budget categories.
- 4. **Record Retention:** In accordance with the requirements set forth in <u>2 CFR Part 200.333</u>, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
- 5. The information disclosed in this form is subject to the Freedom of Information Act under U.S.C. 55.2.

Budget Point of Contact Information:								
Contact Name:	Last:	Watson		First:	Heather		Middle:	Lynn
Contact Phone:	615.	880.1206	Contact Fax:	615.880.121	10	Contact Email:	heather.watson@n	ashville.gov

# **Budget Sheet Instructions**

Worksheet Index:	
Tab	
Budget Detail - Yea	ar <u>1</u>
Budget Detail - Yea	ar <u>2</u>
Budget Detail - Yea	<u>ar 3</u>
Budget Detail - Yea	<u>or 4</u>
Budget Detail - Yea	<u>ar 5</u>
<b>Budget Summary</b>	
Example - Budget I	Detail Sheet
<u>Definitions</u>	
<b>Budget Category D</b>	Descriptions:
Personnel	List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the budget narrative, include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. All requested information must be included in the budget detail worksheet and budget narrative.
Fringe Benefits	Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project. All requested information must be included in the budget detail worksheet and budget narrative.
Travel	Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category.
Equipment	List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used).  Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

# **Budget Sheet Instructions**

Supplies	List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.
Construction	Provide a description of the construction project and an estimate of the costs. Minor repairs or renovations may be allowable and should be classified in the "Other" category. OJP does not currenly fund construction programs. Consult with the program office before budgeting funds in this category. All requested information must be included in the budget detail worksheet and budget narrative.
Subawards (Subgrants), Procurement Contracts, & Consultant Fees	Subawards (see "Subaward" definition at 2 CFR 200.92): Provide a description of the Federal award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category G. Subawards (Subgrants)/Procurement Contracts by including the label "(subaward)" with each subaward entry.  Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$150,000).  Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of the DOJ grant-making component's maximum rate for an 8-hour day (currently \$650) require additional justification and prior approval from the respective DOJ grant-making component. All requested information must be included in the budget detail worksheet and budget narrative.
Other Costs	List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

#### **Budget Sheet Instructions**

#### Indirect Costs

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) Narrative for any indirect costs should clearly state which direct costs the indirect cost agreement is being applied to. All requested information must be included in the budget detail worksheet and budget narrative.

In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
	E PERSONAL PROPERTY OF THE PRO				Total(s)	\$0	\$0	\$0

Name		Computation			
List each grant-supported position receiving fringe benefits.	Show the basis for computation.				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
		Total(s)	\$0	\$0	\$0
arrative					
ative					
				NEW YORK THE TAXABLE	
	and the same of				
	anama Abrila manina ma				
	an ann gafa a gar sen				
	an ann a gailte an igne ae e				

Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)  Lodging, Meals, Etc.  Lodging, Meals, Etc.  Per day, mile, trip, Etc.  Compute the cost of each type of expense X the number of people rrip, Etc.  Cost  Quantity  # of Staff  # of Trips  Total Cost  Non-Fe Contrib  N/A  Narrative	travalina		
Cost   Quantity   # of Staff   Trips   Total Cost   Contrib	Compute the cost of each type of expense X the number of people traveling.		
Total(s) \$0 \$0			
	\$0		
Narrative	\$0		

. Equipment	Item		Computation			
List and describe each item	of equipment that will be purchased	Compute the cost (e.g., the number of each item to be purchased X the cost per item)				
	·	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
		1	Total(s)	\$0	\$0	\$0
arrative						

# of items Unit Cost Total Cost Contr	the cost per item.  Federal Federal Request \$0 \$0 \$0
# of Items Unit Cost Total Cost Contr	Federal Federal Request
# of items	ribution Request
Total(s) \$0	
	\$0 \$0
Narrative Narrative	
·	

Purpose  Provide the purpose of the  construction	e the purpose of the  Describe the construction project(s)  Compute the costs (e.g., the number)			nputation each item to be purchased X the cost per item)			
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request	
				\$0		\$0	
			Total(s)	\$0	\$0	\$0	

G. Subawards (Subgrants)									
Descrip	otion		Purpose		Consul	tant?			
Provide a description of the ac subrecip			Describe the purpose of the subaward (subgrant)		is the subaw consultant? the section explain ass travel exp included in	if yes, use below to sociated penses			
	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	1					Total Cost	Non-Federal Contribution	Federal Request
									\$0
						Total(s)	\$0	\$0	\$0
Consultant Travel (if necessar		·							
Purpose of Travel	Location		Type of Expense			1	Computation		
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destin	ation.	Hotel, airfare, per diem	Com	oute the cost o	of each type	of expense X the	number of people	traveling.
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
					٠	Total	\$0	\$0	\$0
Narrative									
H. Procurement Contracts		<del> </del>	·		Г				
Descrip	otion		Purpose		Consul	tant?			

Provide a description of the product contract and an estimate of the costs promote free and open competiti separate justification must be providi in excess of the Simplified Acquisition	s. Applicants are encouraged to ion in awarding contracts. A led for sole source procurements	Describe the purpose of the contract		Is the subaward for consultant? If yes, the section below explain associate travel expenses included in the co	use to ed			
					T	Total Cost	Non-Federal Contribution	Federal Request
Outsourcing		Outsourcing sexual assault collection kits		No	-3111	\$250,000	\$0	\$250,000
				Tota	l(s) \$	\$250,000	\$0	\$250,000
Consultant Travel (if necessary		T. marif F. mari			-			
Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Location  Indicate the travel destinat	Type of Expense  ion. Hotel, airfare, per diem	Con	npute the cost of each		mputation  expense X the	number of people	traveling.
			Cost	Duration # or Sta		Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
				To	tal	\$0	\$0	\$0
Narrative								
awaiting analysis by increasing	the number of samples analy	tro Nashville Police Department Crime Lab's Fore zed and 2) reduce forensic case and sample turn s procurement methods will be used.						
and the same sample analysis.								
I. Other Costs								

and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).	Show the basis for computation						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
				Total(s)	\$0	\$0	\$0

Description  Describe what the approved rate is and how it is applied.	Computation  Compute the indirect costs for those portions of the program which allow such costs.					
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request	
			\$0		\$0	
		Total(s)	\$0	\$0	\$0	

# **Budget Summary**

# Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Yea	r 1	Yed (if ne	ar 2 eded)	Yed (if ned	ar 3 eded)	Yed (if ned	ar 4 eded)		ar 5 eded)	
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Does this budget contain cor	ference costs w	hich is defined b	roadly to include	e meetings, retre	ats, seminars, sy	mposia, and trai	ning activities? -	Y/N		No	

# Metro Nashville Police Department Crime Laboratory BJA FY25 DNA Capacity Enhancement for Backlog Reduction (CEBR) – Formula Grants Program Funding Opportunity Number: O-BJA-2025-172460

# Timeline

Milestone	Anticipated Completion Date
Outsourcing	
Outsource 180 sexual assault kits	December 31st, 2026

# DNA Capacity Enhancement for Backlog Reduction (CEBR) Program Eligibility Certification

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE ASSISTANCE

#### FY 2025 DNA CEBR

On behalf of the applicant agency named below, I certify the following to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance:

### (A) That the applicant entity:

- a. Is an existing crime laboratory or laboratory system within a state<sup>1</sup> or unit of local government that conducts forensic DNA and/or DNA database sample analysis OR is a state or unit of local government that will direct funds to an existing crime laboratory or laboratory system that conducts forensic DNA and/or DNA database sample analysis;
- b. Has a crime laboratory or laboratory system that:
  - Participates in external audits, not less than once every 2 years, that demonstrate compliance with the requirements of the Quality Assurance Standards established by the director of the Federal Bureau of Investigation;
  - ii. Is accredited by a nonprofit professional organization actively involved in forensic science that is nationally recognized within the forensic science community;
  - iii. Participates in the National DNA Index System (NDIS) or has an agreement with an NDIS-participating laboratory to upload their data;
  - iv. Enters all eligible DNA profiles obtained with funding from this program into the Combined DNA Index System (CODIS) and, where applicable, uploads those profiles into the National DNA Index System (NDIS). No profiles generated with funding from this program may be entered into any nongovernmental DNA database without prior express written approval from the Bureau of Justice Assistance.
  - v. Ensures that all profiles uploaded to NDIS follow NDIS DNA Data Acceptance Standards. (See <a href="https://www.fbi.gov/services/laboratory/biometric-analysis/codis/codis-and-ndis-fact-sheet">https://www.fbi.gov/services/laboratory/biometric-analysis/codis/codis-and-ndis-fact-sheet</a> for more information.)
  - vi. Ensures that each DNA analysis conducted and resulting profile generated under this program is maintained pursuant to all applicable federal privacy requirements, including those described in 34 U.S.C. § 12592(b)(3):
  - vii. Prioritizes, to the extent practicable consistent with public safety considerations, DNA testing of samples from rape kits, samples from

<sup>&</sup>lt;sup>1</sup> For purposes of this notice of funding opportunity, the term "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virginia Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

other sexual assault evidence, and samples taken in cases without an identified suspect.

- (B) That the state or unit of local government has determined, by statute, rule, or regulation, those offenses under state law that shall be treated for purposes of this program as qualifying state offenses:
- (C) That the state or unit of local government has implemented, or will implement not later than 120 days after the date of such application, a comprehensive plan for the expeditious DNA analysis of samples in accordance with the purposes of this program;
- (D) That the DNA section of the laboratory to be used to conduct DNA analyses has a written policy that prioritizes the analysis of, to the extent practicable consistent with public safety considerations, samples from homicides and sexual assaults.

I acknowledge that a false statement in this certification or in the grant application that it supports may be the subject of criminal prosecution, including under 18 U.S.C. § 1001 and/or 1621 and/or 34 U.S.C. §§ 10271-10273. I also acknowledge that Office of Justice Programs grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant agency (that is, the agency applying directly to the Bureau of Justice Assistance).

Signature of Ceptifying Official

Vanesso Martinuci

Crimo Laborator Di

MetroNashulle folice Dept CT

Name of Applicant Agency (including name of state)

Date



# METROPOLITAN POLICE DEPARTMENT of Nashville and Davidson County

John C. Drake Chief of Police

October 21, 2025

To whom it may concern,

As an entity of the Metropolitan Government of Nashville & Davidson County, the Metropolitan Nashville Police Department Crime Laboratory does not employ a fee-for-service model or otherwise accept compensation from external organizations or jurisdictions to conduct DNA sample testing.

Vanessa Martinucci

Crime Laboratory Director

Metropolitan Nashville Police Department

Vanem Martinuce



#### **NEPA Intake Form for OJP Grant Activities**

The National Environmental Policy Act (NEPA) requires that federal agencies consider the potential environmental impacts of their actions before obligating or spending funds on a proposed action, including actions funded through grant programs and carried out by third parties. You must complete this initial NEPA Intake Form to provide project information relevant to the NEPA process. This form does not satisfy NEPA but is intended to inform what level of NEPA analysis your project will require.

Please provide attachments as needed to support the information provided on this form.

Solicitation Title: BJA FY25 DNA Capacity Enhancement for Backlog Reduction (CEBR) – Formula Grants Program					
	Imber: O-BJA-2025-172	460			
OJP Grant Manager Nan	ne: Michael Park				
<b>Project Point of Contact</b>	Name: Heather Watson		Date: 10/21/25		
<b>Project Overview Questi</b>					
Project/Activity Location "unknown"):	n(s) (address and/or GPS	coordinates) (if unknow	n, indicate so by listing		
	00 Myatt Drive Ste 200				
Bode Cellmark Forens	sics, Inc. / 10430 Furn	ace Road Ste 107 / I	Lorton, VA 22079		
Has this project received funding from other sour	d, or do you anticipate the	at it will receive, federal	Yes		
If yes, please list the other			■ No		
NA			Unsure		
Will the project require a	• •	. hala	Yes		
• • • • • • • • • • • • • • • • • • • •	nit(s) and the current status	Delow:	■ No		
NA			Unsure		
Connected actions are clo be reviewed together under requiring review, depend of interdependent project. De the project did not move for one can be constructed. It NA	connected to or depender is ely related Federal activit er NEPA because they eith on prior or simultaneous actions are action orward. For example, demonstrate please provide a designation of the provide and the provide a designation of the provide a designation of the provide and the provide a designation of the provide and the provide	ies or decisions that shou er trigger other actions tions, or are part of a larg as that would not proceed olishing a building so a ne cription below:	ger, Yes		
Are you aware of any pulf yes, please provide a br	blic concern or opposition	on to the project?	Yes		
NA	ioi ospialiation below.		■ No		
			Unsure		
·	part of your project (chec				
Purchase of equipment/supplies	☐ Training activities	Laboratory and/or re (including forensic anthread)			
	Renovation	Expansion of an existing structure	☐ Other		

#### NEPA Intake Form for OJP Grant Activities

### **Project Description**

This project description should be different from the description provided in the grant application narrative

Please provide a brief description of your project, focusing on the physical activities involved. See additional guidance based on project activity types below:

Construction, renovation, and/or expansion activities: For renovation projects, provide details on the renovation activities taking place (e.g., wall demolition, equipment installation, electrical upgrades), the square footage of the renovation, the construction timeframe, current and future facility uses, and/or if the footprint of the facility will be expanded. For new construction projects, specify site prep activities (e.g., vegetation removal, ground disturbance), if the establishment of driveway/parking areas and/or connection to utilities are anticipated, the new facility's purpose, and its square footage.

Laboratory and/or research activities (including forensic anthropology research): For laboratory/research projects, specify the location, applicable safety measures, what will physically take place to carry out the research, and whether firearms or any chemical, biological, or radiological elements will be used.

**Training activities:** If your project involves providing funding for training, you should state what the training is for, who would be attending the training, whether the training is occurring at an existing facility, and whether firearms or any chemical, biological or radiological elements would be utilized during the training.

**Purchase of equipment/supplies**: For equipment purchases, state what equipment will be purchased, its purpose, installation location and method, users, and any required permits or approvals.

Other: If your project involves other activity types, you should clearly detail what the project funds will be paying for. Examples of other activity types include but are not limited to, funding salaries, overtime, fellowships, fringe benefits, travel, etc.

The Metro Nashville Police Department Crime Lab will be outsourcing forensic testing of sexual assault evidence collection kits to Bode Cellmark Forensics, Inc. Processing will require the use of reagents and chemicals. Bode Cellmark Forensics, Inc. has standard operating procedures to address proper use and disposal of chemicals and biological materials. Staff are also required to utilize personal protective equipment when conducting testing.



# CERTIFICATE OF ACCREDITATION

# The ANSI National Accreditation Board

Hereby attests that

# Metropolitan Nashville Police Department Crime Laboratory

400 Myatt Drive, Suite 200, Madison, Tennessee 37115 USA

Fulfills the requirements of

# ISO/IEC 17025:2017

Accreditation Requirements for Forensic Testing and Calibration (2023) FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020

In the field of

# Forensic Testing

This certificate is valid only when accompanied by a current scope of accreditation document.

The current scope of accreditation can be verified at <a href="https://www.anab.org">www.anab.org</a>.

Pamela L. Sale, Vice President, Forensics

Expiry Date: 31 January 2027 Certificate Number: FT-0062







# SCOPE OF ACCREDITATION TO: ISO/IEC 17025:2017

Accreditation Requirements for Forensic Testing and Calibration (2023) FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020

# Metropolitan Nashville Police Department Crime Laboratory

400 Myatt Drive, Suite 200 Madison, Tennessee 37115 USA

#### FORENSIC TESTING

ISO/IEC 17025 Accreditation Granted: 30 March 2015

Certificate Number: FT-0062

Certificate Expiry Date: 31 January 2027

iscipline: Biology  Component/Parameter	Item	Key Equipment/Technology
Component/F at ameter	Hem	Rey Equipment/Technology
DNA Profile Determination	Short Tandem Repeat (STR)	Capillary Electrophoresis
Individual Characteristic Database	DNA Profile	National DNA Index System (NDIS
Physical Comparison	DNA Profile	Software Program
Qualitative Determination	Body Fluid Epithelial Cell	Capillary Electrophoresis Chemical Fluorescence Spectroscopy General Microscopy Immunoassay

Component/Parameter	Item	Key Equipment/Technology
Distance Determination	Firearm Physical Item	Chemical General Microscopy Measuring Equipment
Function Evaluation	Firearm	Dead Weight Measuring Equipment Visual
Individual Characteristic Database	Ammunition	National Integrated Ballistic Information Network (NIBIN)

This Scope of Accreditation, version 009, was last updated on: 11 November 2024 and is valid only when accompanied by the Certificate.

Page 1 of 3



# Metropolitan Nashville Police Department Crime Laboratory

FT-0062

Physical Comparison	Ammunition Tool/Toolmark	General Microscopy Software Program Visual
Qualitative Determination	Ammunition Firearm Tool	General Microscopy Reference Collection
Serial Number Restoration	Physical Item	Chemical General Microscopy Magnetic Visual

Discipline: Friction Ridge						
Component/Parameter	Item	Key Equipment/Technology				
Enhancement	Ridge Detail	Software Program				
Individual Characteristic Database	Ridge Detail	Next Generation Identification System (NGI)				
Physical Comparison	Ridge Detail	Software Program Visual				
Physical Comparison (Tenprint)	Ridge Det <mark>a</mark> il	Software Program Visual				

Discipline: Seized Drugs	real _	Company of the Company
Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Botanica <mark>l</mark> Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Liquid Chromatography Mass Spectrometry Thin-Layer Chromatography Ultraviolet Spectroscopy Visual
Quantitative Measurement	Botanical	Liquid Chromatography
Weight Measurement	Botanica <mark>l</mark> Liquid Solid	Balance

iscipline: Toxicology – General Testing			
Component/Parameter	Item	Key Equipment/Technology	
Qualitative Determination (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography Mass Spectrometry	

This Scope of Accreditation, version 009, was last updated on: 11 November 2024 and is valid only when accompanied by the Certificate.

ANSI National Accreditation Board



# Metropolitan Nashville Police Department Crime Laboratory

FT-0062

Quantitative Measurement	Ante-Mortem Biological Item	Gas Chromatography
(Volatiles)	Liquid	Mass Spectrometry

When published on a forensic service provider's Scope of Accreditation, ANAB has confirmed the competence required to develop and validate methods and perform on-going quality assurance for accredited activities. For a listed component/parameter, the forensic service provider may add or modify methods for activities without formal notice to ANAB for items and key equipment/technology listed. Contact the forensic service provider for information on the method utilized for accredited work.

Pamela L. Sale Vice President, Forensics

Page 3 of 3



#### EDUICATION

2007 Bachelor's of Science-Biology Campbell University- Buies Creek, NC

#### **EXPERIENCE**

May 2014- Current

Metro Nashville Police Department- Madison, TN

Forensic Biologist/Crime Laboratory Scientist III

DNA isolation, PCR multiplex amplification, and Genotyping

Screening of bodily fluids: blood, semen, and saliva

Giving court room testimony to scientific results

Validating current technologies and methods in forensics for use in laboratory

October 2008- May 2014 Georgia Bureau of Investigation- Decatur, GA

Forensic Biologist

DNA isolation, PCR multiplex amplification, and Genotyping

Screening of bodily fluids: blood, semen, and saliva

Giving court room testimony to scientific results

Validating current technologies and methods in forensics for use in laboratory

March -September 2008

LabCorp- Burlington, NC

Laboratory Technologist

Performed research into medical testing methods for the HPV(HumanPapolmia Virus)

Performed DNA/viral isolation and other molecular techniques

January-June 2007

Campbell University/Harnett County

Herpetological Surveyor of Anderson Creek Park

Gained extensive knowledge of local herpetological species.

Visual and audible identification of organisms.

Performed field sampling and data collection.

Performed statistical analyzes using SYSTAT.

Discovered a threatened species outside its recorded range.

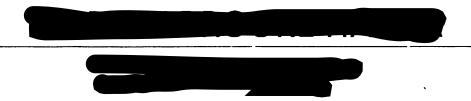
Outlined research methods, goals, and procedures.

#### SUMMARY OF TECHNIQUES

PCR, real time PCR, liquid handling and robotic setups and automations, gel electrophoresis, northern and western blotting, micropropagation, DNA isolation, Genetic Genotyping, capillary electrophoresis, serological examination, organic chemical synthesis, scientific poster making and presenting, scientific literature research, and general laboratory maintenance and stocking.

#### **AFILIATIONS**

2012- current Member



#### PROFFESIONAL EXPERIENCE

#### August 2021-Present

Forensic Scientist, Metro Nashville Police Department

- Receive evidence, perform serological tests, evaluate and interpret serology results, generate serology reports
- Performs DNA processing
- In training for GeneMapper analysis, serology technical reviews, and administrative reviews
- Assists in numerous unit validations
- Training of new employees
- Acts as administrator for SAMS-Track
- · Performs technician duties as needed

# April 2020-August 2021

Forensic Technician, Metro Nashville Police Department

- Prepared and performed quality control tests
- Conducted maintenance of equipment, performance checks, recalibrations, and maintains records of laboratory analysis
- Maintained technical forensic laboratory files
- Responsible for inventory and ordering for the unit, as well as vendor communication
- Trained to assist Toxicology Unit in tasks such as accessioning and transferring evidence

### June 2018-August 2018

Intern, Tennessee Bureau of Investigation

- Rotated through the Forensic Science, Drug, Criminal Investigation, and Medicaid Fraud divisions
- Observed agents perform their daily tasks, including the use of lab equipment, interrogations, car searches, and working with informants
- Assisted administrative personnel

### **EDUCATION**

University of Tennessee at Chattanooga, *Chattanooga*, *TN* August 2016-December 2019: Bachelor of Science

- Major in Biology
- Minor in Chemistry
- Coursework in Biochemistry, Cell and Molecular Biology, Statistics, Genetics, Organic Chemistry, Quantitative Analysis, and Toxicology

#### **TECHNICAL SKILLS**

- Leeds Spectral Vision System
- EZ1™ DNA Investigator Kit
- BioRobot® EZ1™
- QIAcube
- Plexor® HY System

- 7500 Real-Time PCR System
- PowerPlex® Fusion 5C
- Veriti™ Thermal Cycler
- 3500 Genetic Analyzer
- Savant SpeedVac Vacuum Concentrator

#### RESEARCH

January 2019 May 2019

January 2019- University of Tennessee at Chattanooga, Chattanooga, TN

- Assisted graduate students with thesis projects
- Conducted experiments
- · Collected and organized data
- Assisted in formulating conclusions

# **CONTINUING EDUCATION**

• American Academy of Forensic Sciences, Seattle, WA, February 2022 (24 hours)

#### **TRAINING**

- TrueAllele Science and Software course, January 2022
- M-VAC Training, March 2023



### Education

# University of Alabama at Birmingham

8/2017-4/2019

Birmingham, Al

Major: MS Forensic Science Relevant Course Work

- Forensic Toxicology
- Advanced Drug Chemistry and Toxicology
- Forensic Drug Analysis
- Research:

Prevalence of Drugs above versus below a Blood Alcohol Concentration of 0.08% Advisors: Dr. C Harper and Dr. E Gardner

# **Augusta University**

6/2015-

Augusta, Ga Graduation: 5/2016

Major: BS in Chemistry Relevant Course Work

- Integrated Laboratory (Proficient use of NMR, IR, GC-MS, and Microsoft Excel)
- Instrumental Analysis (Proficient use of GC. IC, HPLC, UV-Vis spectroscopy)
- Differential Equations
- Laboratory Management and Safety
- Research:
  - 1. Liquid-liquid solvent extraction of ionic liquids and holmium
  - 2. Determining concentrations of caffeine and B vitamins in energy drinks using HPLC Advisor: Dr. C. Klug

# Florida International University

6/2011-5/2015

Miami, Fl

Major: Chemistry BS track Relevant Course Work

Advanced Organic Chemistry
 Analytical Chemistry
 Forensic Science
 Forensic Evidence

• Biochemistry Statistics

# **Professional Workshops and Presentations**

Prevalence of Drugs above versus below a Blood Alcohol Concentration of 0.08% Poster Presentation at Alabama State Association of Forensic Sciences (ASAFS) The 76<sup>th</sup> Annual AAFS Scientific Conference

# **Employment Experience**

# Metro Nashville PD Crime Laboratory

3/2023-present

Madison, Tn

#### Forensic Technician

- Training in preparation and quality control testing of reagents
- Training in maintenance of laboratory instrumentation
- Training in inventory and documentation of forensic laboratory files

Vi-Jon 4/2022-2/2023

Smyrna, Tn

#### **QC** Chemist

- pH, Viscosity, and Density testing of cosmetic and drug products
- LLE and Ethanol/volatile testing using GC and LC instrumentation
- Titration analysis on cosmetic and drug products
- Mobile phase and standard preparations for LC instruments

# Vanderbilt University Medical Center

8/2021-4/2022

Nashville, Tn

#### Research Assistant

- Assist in qPCR experiments using lung cells
- Maintain inventory of laboratory supplies
- ELISA assays for biomarker analysis

#### **Aegis Sciences Corporation**

1/2021-6/2021

Nashville, Tn

#### **Research Chemist**

- Assist in method development and validations
- Maintenance of laboratory instruments
- Documentation of costs and testing of new and modified methods

# **Avanti Polar Lipids**

2/2020-12/2020

Alabaster, Al

# **Quality Control Analyst I**

- TLC analysis of GMP and Research samples
- Karl Fischer Water and peroxide value titration analysis
- HPLC analysis of GMP and research products
- FTIR analysis of GMP products

# **Alabama Department of Forensic Sciences**

11/2018-10/2019

Hoover, Al

### **State Professional Trainee**

- Evidence handling and log in
- Ethanol analysis in biological samples using HS/GC/FID and HS/GC/MS
- QTOF screening validation for NPS drugs
- Training in expert witness court testimony

### **Alabama Department of Forensic Sciences**

1/2018-11/2018

Hoover, Al

# **Toxicology Intern**

- Supervision of summer intern projects
- Data mining and statistical analysis of drug prevalence and overdoses in Alabama
- Drug Screening Validation for NPS drugs

#### Mérieux Nutrisciences

3/2017-6/2017

Stone Mountain, Ga

# Microbiology Technician

- Media preparation
- Media Sterilization
- Utilization of Laboratory Information Management System (LIMS)
- Measurement of sample pH and volumes

# Medical College of Georgia at Augusta University

7/1/2016-7/31/2016

# Vascular Biology Center

Augusta, Ga

#### **Student Assistant for Research**

- Western Blotting techniques with H441 cells and p-38 MAP kinase
- Quantitative Analysis using imaging software and Microsoft Excel

# Augusta University

Augusta, Ga

# Lab Assistant for General Chemistry

- Supervision of general chemistry laboratory
- Preparation of solutions
- Safety management

# **Training Certificates**

- Initial Chemical and Biological Safety Training
- Initial Biosafety & Bloodborne Pathogen Training
- CPR Certification (2023)

8/2015-12/2015



# **Professional Experience**

#### Forensic Scientist I

Metro Nashville Police Department – Madison, TN February 2022 to Present

- Prepare and perform quality control tests
- Conduct maintenance of equipment, performance checks, recalibrations, and maintains records of laboratory analysis
- Responsible for inventory and ordering for the unit, as well as vendor communication

#### Scientist II

Pace - Mount Juliet, TN September 2019 to February 2022

- Established and successfully run the SARS-CoV-2 wastewater surveillance PCR laboratory.
- Duties include researching and implementing best protocols for concentration of viral particles in samples, RNA extraction, RT-PCR, and quickly reporting data to clients.
- Accurately processing upwards of 200 samples per week, most having a next-day turnaround time, in a one-to-two-person lab.
- This lab earned the company almost \$1,000,000 in the first six months of operations and we are currently working to expand the scope of work beyond SARS\_CoV-2.
- Other responsibilities involve maintaining certifications in and performing analytical microbiological procedures, aquatic chronic and acute toxicity testing in the Biomonitoring department.

# Education

#### Master of Science in Biomolecular Science

Lipscomb University Graduate School - Nashville, TN 2013 to 2013

# BS in Biology

Lipscomb University - Nashville, TN December 2012

# **Continuing Education**

M-Vac Training - March 1, 2023 - 6 hours

AAFS 2023 Conference – February 2023 – 14.5 hours

Promega Tech Tour – July 2022 – 6 hours

#### **Experience**

3/2011 - Present

Metro Nashville Police Department

Nashville, TN

#### **MNPD Crime Laboratory Business Manager**

- Provides fiscal and HR oversight for the Lab
- Manages capital inventories and maintains vendor relations to assure a seamless supply chain
- Assures all special projects fall within budgetary requirements

10/2007 - 3/2011

Metro Nashville Finance Department

Nashville, TN

#### Strategic Management and Budget Analyst

- Manage and analyze fiscal reports
- Participate in Metro's budget development process
- Develop, implement, and manage strategic management products

11/2006 - 10/2007

Tennessee Department of Health

Nashville, TN

#### **HIV Prevention Community Services Director**

- Develop, implement, and mange TN's federal HIV prevention grant
- Manage state-wide contracts with regional health departments, lead agencies, and community based organizations
- Identify trends and provide guidance to enhance HIV prevention programing in TN

7/2005 - 10/2006

Tennessee Department of Health

Nashville, TN

#### **HIV Prevention Evaluation Consultant**

- Manage state-wide contracts with regional health departments, lead agencies, and community based organizations
- Provide technical assistance and capacity building to regional health departments, lead agencies, community based organizations, and planning groups
- Assist in the development of TN's federal HIV prevention grant

4/2002 - 6/2005

Tennessee Department of Health

Nashville, TN

#### **HIV Prevention Administrator**

- Assist in the development of TN's federal HIV prevention grant
- Assist in the management of state-wide contracts with regional health departments, lead agencies, and community based organizations

#### **Education**

2006

Tennessee State University

Nashville, TN

#### **Master of Public Administration**

2005

Tennessee State University

Nashville, TN

#### **Graduate Certificate in Health Administration and Planning**

2000

Lipscomb University

Nashville, TN

**Bachelor of Science in Government and Public Administration** 



# **EMPLOYMENT**

September 1, 2022 - Present

### FORENSIC TECHNICIAN—FORENSIC BIOLOGY UNIT, MNPD Crime Lab

Currently in training

January 2021 - May 2021

### STUDENT-ATHLETE TUTOR, Center for Academic & Tutorial Services, University of Kentucky

• Tutored three student-athletes in introductory biology courses to ensure a comprehensive understanding of the course material; hosted multiple sessions weekly for the entire semester to aid student-athletes in completing assignments and reviewing course lectures

August 2020 - December 2021

# TEXTBOOKS STUDENT WORKER, University of Kentucky Bookstore

- Processed and fulfilled online orders; aided customers in finding textbooks and merchandise; fulfilled day-to-day duties to ensure smooth management of the textbook department
- Shelved and organized textbooks; packed and shipped both textbooks and Barnes & Noble books

August 2017 – December 2017

#### STUDENT SERVER AT F STREET HOUSE, George Washington University

- Aided set-up and take down for events, from casual to formal, hosted at the house of the university president
- Greeted guests upon their entrance to the events, ensuring that their first impression of the event was pleasant

# **EXPERIENCE**

February 28, 2022 April 15, 2022

# INTERNSHIP-Metro Nashville PD Crime Lab, Forensic Biology Unit

- Performed a validation study examining the effect of DTT on DNA extraction yields and DNA profile quality for hair evidence samples
- Observed serology screenings of sexual assault kits and the DNA analysis process

January 10, 2022 - February 25, 2022

# INTERNSHIP—Genetic Testing at Gluck Equine Research Center

- Prepared horse hair samples for DNA analysis, including DNA extraction with Proteinase K and preparation of polymerase chain reactions
- Independently loaded and ran samples on the Applied Biosystems 3500 Genetic Analyzer, and analyzed the results on the GeneMapper Software
- Performed a series of experiments to create a working multiplex primer cocktail to use for DNA analysis, including 17 different autosomal markers for the horse genome and 2 sex markers (SRY and Amelogenin)

May 2019 - August 2019

# VOLUNTEER LAB ASSISTANT, Binghamton University School of Pharmaceutical Sciences

- Independently prepared polymerase chain reaction (PCR) quality DNA and completed 60+ PCRs
- Gained proficiency in agarose gel preparation; ran and interpreted 25+ gel electrophoreses
- Assisted the Principal Research Scientist in immunofluorescence staining and initial epifluorescence imaging of skeletal muscle for a preclinical drug study in muscular dystrophy
- Learned to cut tissues in the cryostat, create antibody solutions and mount slides using permafluor

August 2016 - May 2020

#### UNDERGRADUATE VOLUNTEER WORK, George Washington University

- Navy-Air Force Half Marathon, Relay for Life fundraising event, Prevent Cancer 5K Walk/Run
- Participated in sports with 20+ kids with special needs for KEEN Greater D.C.
- Tutored middle school children and assisted with their homework after school as a part of AHC Inc.

# **EDUCATION**

August 2020 - May 2022

# MASTER OF SCIENCE IN FORENSIC TOXICOLOGY & ANALYTICAL GENETICS, University of Kentucky

#### Concentration in Analytical Genetics

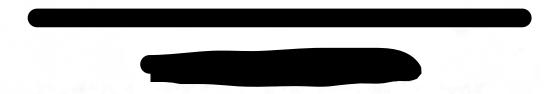
Coursework includes: Fundamentals in Forensic Science; Communication in the Forensic Science Profession; Molecular Biology and Genetics; Practical Statistics: Forensic Science Standards and Practices; Preparing Professionals in Forensic Science; Population Genetics; Advanced Human Genetics; Fundamentals of Biochemistry; Forensic and Analytical DNA; Ethics and Professional Practice in Forensic Science and Analytical DNA; Evolutionary Medicine

GPA: 4.0

# BACHELOR OF SCIENCE IN BIOLOGY, George Washington University

Coursework includes: Origins & Evolution of Modern Thought; Scientific Reasoning and Discovery; Medical Terminology; Molecular Biology; Genetics; Cell Biology; Human Physiology; General Chemistry I and II; Introductory Biology I and II; Single-Variable Calculus I; General Ecology; Animal Behavior; Parasitology; Organic Evolution; Race, American Medicine, & Public Health; Psychology of Crime & Violence; Beginning Latin I

- GPA: 3.77
- University Honor's Program
- 2018-19 Easton/NFCA All-America Scholar-Athlete
- Dean's List: Spring '19, Fall '18, Fall '16
- Student-Athlete Dean's List: Spring '19, Fall '18, Spring '18, Fall '17, Spring '17, Fall '16
- National Society of Collegiate Scholars



#### **EXPERIENCE**

FORENSIC BIOLOGY TECHNICAL LEADER, METRO NASHVILLE POLICE DEPARTMENT CRIME LABORATORY, NASHVILLE, TN = 05/2023 - PRESENT

- Oversee for the forensic biology quality system.
- Responsible for the review, revision, approval, and proposal of DNA related technical policies and procedures.
- Facilitate training of laboratory personnel in forensic biology analysis methods.
- Oversee, review, and approve new method validations and equipment.
- Troubleshoot and resolve technical issues.
- Ensure proficiency testing, quality control, and safety measures are being followed as outlined in laboratory manuals.
- Serve as a technical reference regarding forensic biology analyses.
- Act as a mediator in the technical review of forensic biology analyses.

#### FORENSIC ADVISOR, MAKWA GLOBAL, LLC., AMMAN, JORDAN - 11/2020 - 09/2023

- Contract forensic science and forensic DNA advisor for the US Department of State's Diplomatic Security Office Anti-Terrorism Assistance Program (ATA).
- Provide forensic advice, guidance, mentorship, and support to the Jordanian Public Security Directorate (PSD) Forensic Laboratory Department (FLD).
- Act as a liaison between the ATA, PSD FLD, and international police advisors to create, build, maintain, and strengthen collaborative relationships between each of these entities.
- Act as a forensic consultant on the FLD's major criminal and terrorism investigations including high profile cases.
- Regularly consult with, update, and advise the FLD Director (i.e., Brigadier General)
  in forensic science and forensic DNA analysis matters as they pertain to
  investigations.
- Work directly with each forensic unit's Commander (i.e., Major, Lt. Colonel, Colonel) as well as their subordinates to improve operations, policy, procedure, methods, and equipment.
- Work as a training coordinator responsible for the improvement of the FLD by coordinating and/or performing live training lectures, remote training lectures, practical hands-on training, assisting in and creating laboratory validation and/or verification projects and reports, introducing new laboratory processes to meet laboratory objectives, procedure/policy creation, and continuously updating the FLD and its Director of developments in forensic analysis.
- Create and perform training initiatives in the DNA unit for the following areas: contamination prevention, general improvements of analyst's laboratory technique, automation of DNA extraction methods, automation of DNA processing through use of liquid handlers, efficient case processing through the use of

- Microsoft Excel, data analysis, data review, DNA mixture interpretation, and statistical calculations.
- Create, provide, and perform training on the STRmix Interpretation Software.
- Improve the investigation of DNA cold cases by initiating improvements in the FLD's DNA Database. The improvements include reinitiating the DNA collection of convicted offenders, working with the FLD information technology (IT) support to improve the DNA Database's search methods, and the introduction the STRmix database function to increase DNA database hits.
- Advise the FLD's crime scene units in the areas of evidence contamination prevention, DNA collection, and improvement of DNA results through smart collection methods.
- Assist the FLD in gaining their accreditation to the ISO/IEC 17025:2017 standard.
  This involves training coordination, updating and/or creating policy/procedure,
  generating validation and/or verification plans, and disseminating forensic updates
  to the FLD.
- Initiated, coordinated, and directed the first collaborative forensic training between
  the US Department of Defense and the US Department of State in Jordan. The
  training brought together the US Navy, the Royal Jordanian Navy, the ATA, six FLD
  units, and three additional Jordanian law enforcement entities.
- Generate fund allocation proposals/reports for new processes and/or process improvements within the FLD.
- Completed the Forensic ISO/IEC 17025:2017 Technical Assessor course and attended the Forensic Preparation and Internal Auditing to ISO/IEC 17025:2017 course.
- Maintain a Secret security clearance.
- Makwa Global, LLC. took over the contract on 10/2022. Prior to this the contract was held by Alutiiq, LLC.

# FORENSIC DNA EXAMINER, PACIFIC ARCHITECTS AND ENGINEERS, FOREST PARK, GA – 01/2019 - 11/2020

- Contract DNA examiner for the Defense Forensic Science Center (DFSC) Forensic Exploitation Directorate (FXD).
- Part of a scalable and modular forensic exploitation team providing the joint force commander or combatant command with a deployable forensic capability.
- Served as a forensic expert performing professional and scientific work in the area of serology and DNA.
- Supported forensic serological and DNA analysis on submitted physical evidence and material consisting of body fluid stains, hair, bone, dental pulp, and other human tissue in remote locations and also utilize reach back to CONUS forensic capability in the DFSC.
- Received and maintained the integrity of evidence and material.
- Responsible for triaging case evidence to ensure the accuracy and adequacy of the forensic examinations performed.

- Conducted complex examinations to develop evidence and data/information for investigative purposes.
- Evaluated complex DNA mixtures utilizing the STRmix Interpretation Software in order to render conclusions.
- Utilized databases to determine statistical significance of case evidence and person of interest (i.e., suspect and victim) comparisons.
- Determined CODIS and Interpol Database eligibility, when applicable.
- Prepared formal written reports suitable for legal presentation and intelligence exploitation which stated results, interpretation, and professional opinions/ conclusions.
- Conducted technical and administrative reviews on case files and reports.
- Acted as a DNA analysis subject matter expert for the Naval Criminal Investigative Service (NCIS). Analysis contributed to intelligence reports that were of interest to high ranking host nation and US personnel.
- Acted, while working in the Kingdom of Bahrain, as a DNA analysis subject matter expert with multiple Partner Nations over the course of one year.
- Maintained a Secret security clearance.

# DNA TECHNICAL LEADER, GEORGIA BUREAU OF INVESTIGATION (GBI), DECATUR, GA – 12/2012 - 01/2019

- Supervised and led the technical and quality operations of the GBI biology unit comprised of approximately 70 individuals. Duties included, but were not limited to, quality assurance/control, equipment troubleshooting and maintenance, training, research/validation, procedure/policy creation, and policy management for the forensic biology units located in Decatur, Cleveland, Savannah, and Moultrie Georgia.
- Supervised, reviewed, and created action plans for all forensic biology issues regarding analysis and cases non-conformities.
- Responsible for tracking, reviewing, and understanding all forensic DNA updates and disseminating these updates to the forensic biology unit to ensure their understanding and ability to apply the updates to operations, casework, and testimony.
- Through research and validation, established procedures and developed new techniques, approaches, and methods.
- Responsible for the supervision of all forensic biology trainees.
- Supervised, coordinated, and performed the training of over 50 DNA analyst trainees. The training included, but is not limited to, GBI operations, DNA analysis, and court room testimony.
- Supervised, directed, and led the forensic biology unit's transition from manual methods of DNA testing to robotic automation of DNA testing.
- Supervised and performed the mixture interpretation validation overhaul to interpretation methods adhering to the Scientific Working Group on DNA Analysis Methods (SWGDAM) interpretation guidelines.

- Supervised, directed, participated in, and validated the TrueAllele Casework probabilistic genotyping software.
- Authored bid specifications, approved, and/or directed the following projects/ validations:
  - TrueAllele Casework probabilistic genotyping software
  - Outsourced validation of Investigator Quantiplex Hyres Kit
  - Outsourced validation of Investigator GlobalFiler PCR Amplification Kit
  - Outsourced validation of Hamilton Autolys and Hamilton STARlet
  - Outsourced validation of PrepFiler Forensic DNA Extraction Kit
  - Outsourced validation of Quantifiler Trio
  - Outsourced validation of Yfiler Plus
- Responsible for technical oversight and initial approval of outsourced casework to Sorenson Forensics and Bode Cellmark Forensics.
- Responsible for maintaining accreditation to the FBI Quality Assurance Standards.
- Responsible for helping maintain accreditation to the ISO/IEC 17025:2005 standards and supplemental standards.
- Utilized the laboratory information management system JusticeTrax and Paradigm.

# FORENSIC BIOLOGIST, GEORGIA BUREAU OF INVESTIGATION, DECATUR, GA - 08/2008 - 01/2019

- Served as a forensic expert performing professional and scientific work in the area of serology and DNA.
- Conducted serological and DNA analysis on physical evidence and material
  consisting of body fluid stains, hair, bone, dental pulp, and other human tissue
  submitted by state and local agencies to the crime laboratory. Case types included
  homicide, sexual assault, property crime, paternity, and unidentified human
  remains.
- Protected the chain of custody and maintained integrity of all evidence and material received and processed.
- Independently triaged evidence to plan and devise the approach necessary to obtain useful forensic information from the evidence and material submitted.
- Responsible for the accuracy and adequacy of the forensic examinations performed.
- Conducted complex examinations to develop evidence and data/information for investigative and judicial purposes.
- Evaluated complex DNA mixtures in order to render conclusions.
- Utilized databases to determine statistical significance of evidence findings.
- Determined CODIS eligibility, when applicable.
- Prepared formal written reports suitable for legal presentation which stated results, interpretation, and professional opinions/conclusions.
- Conducted technical and administrative reviews on case files and reports.
- Utilized the laboratory information management system JusticeTrax and Paradigm.

- Researched, validated, and established procedures and developed new techniques, approaches, and methods.
- Assistant and Interim CODIS administrator (-1 year).
- Testified in court of law as an expert witness.
- Maintained a consistent, customer-focused orientation in order to ensure services provided met internal and external contacts needs.

# PART TIME INSTRUCTOR, GEORGIA STATE UNIVERSITY, ATLANTA, GA - 08/2014 - 01/2016

- Initiated and created Georgia State University's first Introduction to Forensic Science course. Taught undergraduate and graduate students the fundamentals of forensic science. Led students in learning about the following forensic science disciplines: crime scene investigation, impressions, trace evidence, firearms and tool marks, digital forensic science, toxicology, drug chemistry, pathology, and DNA analysis.
- Responsible for the creation of syllabi, lesson plans, lecture presentations, testing, and coordinating presentations from local forensic science examiners.
- The course is still taught at the University by my former GBI colleagues.

#### LABORATORY COMPETENCY AND PROFICIENCY

- Phadebas Testing
- Kastle-Meyer and HemaTrace Testing
- Manual/Organic DNA Extractions
- Robotic DNA Extractions with Qiagen BioRobot EZ1
- ABI 7000 and 7500 Real-Time PCR System with SDS and HID Software
- Quantifiler Human DNA Quantification Kit
- Quantifiler Y Human Male DNA Quantification Kit
- Quantifiler Trio DNA Quantification Kit
- Investigator Quantiplex Hyres Kit
- 9700 Thermal Cycler
- Proflex PCR System
- AmpFLSTR Identifiler PCR Amplification Kit
- AmpFLSTR Yfiler and Yfiler Plus PCR Amplification Kit
- GlobalFiler PCR Amplification Kit
- GlobalFiler Express PCR Amplification Kit
- 310, 3130, and 3500 Genetic Analyzer
- Genemapper ID and ID-X Software
- OSIRIS Software
- ArmedXpert Software
- DNA mixture deconvolution via binary interpretation methods
  - Conducted complex mixture interpretations on DNA profiles of up to three individuals.
- TrueAllele Casework Software DNA mixture interpretation

- Conducted complex mixture interpretations on DNA profiles of up to five individuals.
- STRmix Software DNA mixture interpretation
  - Conduct complex mixture interpretations on DNA profiles of up to four individuals.
- Qiagen QIAcube (MinElute and differential extractions washes)
- Qiagen MinElute PCR Purification Kit
- Qiagen QIAgility
- M-Vac System
- Trained on the use of the MiSeq FGx Sequencing System and UAS Software with the ForenSeq DNA Signature Prep Kit
- Experience with utilizing the Snipper 2.5 and FROG-kb databases
- Microsoft Excel, Word, and PowerPoint

#### **EDUCATION**

Virginia Commonwealth University - Master of Science in Forensic Science, 2008

Winthrop University – Bachelor of Science in Biology with a minor in Chemistry, 2006

I have taken over 12 credit hours of coursework in the areas of Genetics, Molecular Biology, Statistics/Population Biology and Biochemistry. Transcripts are available on request.

#### **Curriculum Vitae**

#### Education

**Bachelor of Science** (Major: Biology / Minor: Chemistry)
May 2001, Middle Tennessee State University, Murfreesboro, TN

### **DNA Chemistry / Instrumentation Experience**

Organic Extraction using ethanol precipitation or filtration (Microcon)

Bead Extraction (Qiagen EZ1 XL)

Aquarius, Tecan

Quantiblot, ABI Quantifiler, Promega Plexor

ABI Profiler Plus/Cofiler, ABI Identifiler, Promega PowerPlex 16, Promega PowerPlex Fusion 5C

ABI 7000, 7500

ABI 377, 3100, 3130, and 3500

ABI Genescan/Genotyper, Genemapper, Genemapper ID, and Genemapper ID-X

# **Professional Experience**

Forensic Scientist III, Metro Nashville Police Department, Madison, TN, October 2022 - Present

Perform chemical, microscopic, and immunological tests on physical evidence. Interpret and evaluate serological results and DNA data. Perform DNA processing. Conduct/evaluate performance checks of lab equipment. Conduct/evaluate QC testing on reagents and supplies. Maintain technical forensic lab files and records of findings. Prepare analytical reports and communicate results of analyses. Conducted technical and administrative reviews on scientific reports. Provide expert witness testimony in court based on lab findings. Train Serology/DNA technicians and scientists. Attain and maintain proficiency according to lab quality system.

Forensic Technician, Metro Nashville Police Department, Madison, TN, January 2021 – October 2022

Perform chemical, microscopic, and immunological tests on physical evidence. Interpret and evaluate serological results. Perform DNA processing. Train technicians and scientists on serological testing and DNA processing. Attain and maintain proficiency according to lab quality system. Perform validations on new equipment and procedures. Maintain records of lab equipment. Conduct QC

testing on reagents and supplies. Perform inventories of equipment and supplies, and prepare orders for procurement. Clean and sterilize lab utensils, equipment, and facilities.

Forensic Scientist III, Metro Nashville Police Department, Madison, TN October 2014 - January 2021

Performed chemical, microscopic, and immunological tests on physical evidence. Interpreted and evaluated serological results and DNA data. Performed DNA processing. Conducted/evaluated performance checks of lab equipment. Conducted/evaluated QC testing on reagents and supplies. Maintained technical forensic lab files and records of findings. Prepared analytical reports and communicated results of analyses. Conducted technical and administrative reviews on scientific reports. Provided expert witness testimony in court based on lab findings. Trained Serology/DNA technicians and scientists. Attained and maintained proficiency according to lab quality system.

Forensic Technician, Metro Nashville Police Department, Madison, TN, January 2014 - October 2014

Performed validations on new equipment and procedures. Maintained records of lab equipment. Conducted QC testing on reagents and supplies. Performed inventories of equipment and supplies, and prepared orders for procurement. Cleaned and sterilized lab utensils, equipment, and facilities.

*Project Specialist*, LabCorp Clinical Trials, Brentwood, TN, January 2012 - January 2014

Validated diagnostic assays for use in clinical trials. Ordered antibodies and reagents. Titrated antibodies for optimum expression. Performed cell staining and acquired specimens on flow cytometers. Built analysis macros using Winlist software. Designed excel spreadsheets for collecting and compiling data. Wrote SOPs and reports. Cultured cell lines and isolated white blood cells from whole blood specimens. Maintained instrumentation for the Clinical Trials group, which included five flow cytometers.

Certifying Scientist, Aegis Sciences Corp, Nashville, TN, June 2011 - December 2011 Ran patient samples on and maintained gas and liquid chromatography mass spectrometers. Reviewed and certified drug analysis results for reporting to local and national clients.

Forensic Technician, Tennessee Bureau of Investigation, Nashville, TN, 11/10-6/11 Received samples from various law enforcement departments across TN. Entered sample information into the state offender database. Fielded questions about the convicted offender, arrestee, and sexual offender databases. Provided sample collection kits to TN law enforcement agencies

DNA Analyst II, Orchid Cellmark, Nashville, TN, June 2005 - July 2010

Responsible for analysis of CODIS databasing samples, preparation of data packets for reporting CODIS samples to clients, training of all CODIS analysts, processing of forensic casework, and providing expert witness court testimony.

**DNA Analyst I**, Orchid Cellmark-Nashville, Nashville, TN May 2004 - June 2005 Responsible for independent or group processing of forensic casework, including serology and DNA analysis, and preparation of case files for reporting.

Forensic Technician, Lifecodes-Nashville (June 2001 - December 2001) which became Orchid Cellmark Nashville (December 2001 - April 2004), Nashville, TN Responsible for cutting, extracting, and amplifying samples for DNA analysis, preparation of reagents, quantitation of casework samples using Quantiblot, and accessioning and processing paternity samples.

Intern, Tennessee Bureau of Investigation, Nashville, TN, January 2001 - May 2001
Observed casework in Drug ID, Toxicology, Serology/DNA, Micro Analysis,
Firearms/Toolmarks ID, and Latent Print units. Performed project involving
recovery of latent prints from paper. Participated in practice of processing vehicle
for recovery of potential evidence.

## Courtroom Experience

1 time in State Court, Indianapolis, IN (2010)

1 time in US District Court, Nashville, TN (2018)

19 times in State Court, Nashville, TN (2016-present)

Participated with Belmont School of Law (Nashville, TN) and Nashville School of Law as expert witness for student mock trials

## **Certifications**

Lean Six Sigma Green Belt, awarded October 11, 2015 by Sorenson Forensics

## **Technical Training**

- "Forensic Applications of Y-Chromosome DNA Typing Symposium", hosted by the TBI in Nashville, TN on May 12, 2003
- -"Population Genetics Workshop", given by Dr. George Carmody in Rockville, MD May 19-21, 2003

- -Southeast Law Enforcement Training Seminar, Lawrenceburg, TN on June 9, 2004. "Forensic Statistics Workshop", hosted by the Midwestern Association of Forensic Scientists in St. Louis, MO on October 3, 2005
- -"Paternity Statistics Workshop", given by the Midwestern Association of Forensic Scientists in St. Louis, MO on October 4, 2005
- -"Expert Witness Testimony Workshop", given by the Midwestern Association of Forensic Scientists in St. Louis, MO on October 5, 2005
- -17th Annual Symposium on Human Identification hosted by Promega in Nashville, TN October 9-12, 2006
- -"Chimerism and Mosaicism", given by William Watson in Nashville, TN on November 7, 2007
- -"GeneMapper ID-X Analysis Software", given by Applied Biosystems Inc. as a Web-X at Orchid Cellmark in Nashville, TN on December 17, 2007
- -"HID University 300: GeneMapper ID-X Software Training", given by Megan Meyer (Applied Biosystems) at MNPD-CL May 12-14, 2014
- -"EZ1 Validation Presentation", given by Robert Sheen and Craig Nolde (Sorenson Forensics) at MNPD-CL on July 22, 2014
- -"Promega Plexor HY Validation Presentation", given by Michael Lin (Sorenson Forensics) at MNPD-CL on August 19, 2014
- -"GeneMapper ID-X Training", given by Craig Nolde (Sorenson Forensics) at MNPD-CL on October 14, 2014
- -"Promega PowerPlex Fusion Validation Presentation", given by Craig Nolde (Sorenson Forensics) at MNPD-CL on October 16, 2014
- -Quality Assurance Standards Auditor Training, FBI Virtual Academy, April 17, 2015
- -Bode East DNA Technical Conference, Orlando, FL, May 26-29, 2015
- -"Mixture Interpretation and Statistics Workshop", lead by John Buckleton at the Bode East Technical Conference, Orlando, FL, May 29, 2015
- -"2015 Annual Reivew of DNA Data Accepted at CODIS", CODIS WAN. May 13, 2015
- -"New CODIS Administrator Training", CODIS Conference, Norman, OK, November 16, 2015
- -21st Annual National CODIS Conference, Norman, Oklahoma. November 16-18, 2015

- -"2016 Annual Review of DNA Data Accepted at NDIS", CODIS WAN, March 4, 2016
- -Bode West DNA Technical Conference, San Diego, CA, March 22-23, 2016
- -22<sup>nd</sup> Annual National CODIS Conference, Norman, Oklahoma, November 15-16, 2016
- -"2017 Annual Review of DNA Data Accepted at NDIS", CODIS WAN, December 22, 2016
- -Bode West DNA Technical Conference, Phoenix, AZ, April 11-14, 2017
- -"2018 Annual Review of DNA Data Accepted at NDIS", CODIS WAN, May 31, 2018
- -24th Annual National CODIS Conference, Norman, Oklahoma. December 4-5, 2018
- -Statistical Genetics and the Mechanisms of Probabilistic Genotyping, Madison, Tennessee. May 10, 2019
- -"2019 Annual Review of DNA Data Accepted at NDIS", CODIS WAN, June 12, 2019
- -2019 Promega Technology Tour Seminar, Madison, Tennessee. July 11, 2019
- -30<sup>th</sup> International Symposium on Human Identification, Palm Springs, California. September 25, 2019
- -ANAB Forensic ISO/IEC 17025:2017 Technical Assessor Training Course, Madison, Tennessee, October 21-24, 2019
- -2020 Quality Assurance Standards (QAS) and Auditor Training, FBI Virtual Academy, July 22, 2020
- -"2020 Annual Review of DNA Data Accepted at NDIS", CODIS WAN, July 28, 2020
- -26<sup>th</sup> Annual National CODIS Conference, (virtual) December 7-10, 2020
- -Bode 2021 Virtual Forensic DNA Conference, May 4-5, 2021
- -2022 Promega Technology Tour Seminar, Nashville, Tennessee. July 19, 2022.
- "2022 Annual Review of DNA Data Accepted at NDIS", CODIS portal, December 1, 2022.
- TrueAllele Casework Science & Software Course, (virtual) March 7-9, 2023.

- 34<sup>th</sup> International Symposium on Human Identification, Denver, Colorado. September 19-21, 2023.



My objective is to serve the people of Nashville by providing their government and civil services with expert IT service.

## EXPERIENCE

#### NOVEMBER 2021 - PRESENT

## IT MANAGER, MNPD CRIME LAB/FORENSIC SERVICES DIVISION

Providing application, hardware, and desktop support to the Forensic Services division (MNPD Crime Lab and CSI units). Coordinating with other Metro IT departments for various IT needs, and with vendors for lab equipment and lab PC support. Installing, configuring, and supporting several case management systems, and working with the applications and the SQL data to create reports for the units as needed. Project management regarding application and hardware implementation and upgrades. Maintaining the lab's FBI CODIS server-client infrastructure and following federal procedures and rules to maintain data integrity and security.

### JULY 2019 - NOVEMBER 2021

## IS-OPS ANALYST 1, METRO NASHVILLE GOVERNMENT

Installing, supporting, and troubleshooting diverse PC and mobile hardware and software, mostly with MNPD but also for most Metro departments. Keeping track of PC ages and conditions and replacing older and malfunctioning machines. Providing IT advice to customers and liaising between the customer and different ITS and non-ITS technical divisions to create the most efficient and productive work environment possible. Providing application support on end-user devices and liaising with application/server technicians to ensure timely resolutions. Learning new hardware and software quickly to be able to provide expert IT service. Being flexible with time and available when on-call, whether for working as the IT support at the city's Emergency Operations Center or any other unscheduled department emergencies. Keeping to rigid schedules when working on crucial Metro projects like the MNPD Win10/O365 migration project.

## MAY 2018 - JULY 2019

### IS-OPS TECHNICIAN 1, IDR, INC/METRO NASHVILLE GOVERNMENT

Monitoring Metro Nashville operations regarding server health, network infrastructure, and environmental/power hardware. Being available to assist customers who call in with computer troubleshooting needs, password resets, and institutional information.

MARCH 2010 - MAY 2018

## DRIVING INSTRUCTOR, BRENTWOOD DRIVER TRAINING

Teaching students of all ages and abilities to drive, testing for licenses and preparing students to test for their licenses, maintaining correct and organized paperwork, maintaining calm in the face of immediate physical danger, overcoming social and cultural barriers to find the most effective way of communicating with students.

## **EDUCATION**

MAY 2012

## BACHELORS IN ARTS IN HISTORY, MIDDLE TENNESSEE STATE UNIVERSITY

3.9+ GPA and Dean's List from August 2010-May 2012 Concentration in Medieval History and Literature

## **TRAININGS**

- A+ (2 weeks) 2019
- Supporting and Troubleshooting Windows 10 -2019
- Security+ 2020
- Fundamentals of a Windows Server Infrastructure – 2020
- Server+ 2021
- Crystal Reports 2020 with LIMS 2022



## PROFESSIONAL EXPERIENCE

## **CRIME LAB TECHNICAN**

Metro Nashville Police Department | Madison, TN 2023-PRESENT

Currently in training.

### FORENSIC SEROLOGIST/ DNA ANALYST IN TRAINING

DNA Labs International | Deerfield Beach, FL

2021-2023

Screened evidence (clothing, items, bone, tissue, and hair) for biological fluids (blood, semen, saliva, and touch) as well as forwarded items of evidence for DNA analysis. Extracted DNA using robotic methods (Qiacube/EZI systems) and manual extraction (differential, non-differential, bone, and hair) using phenol. Ordered and received supplies. Made all lab reagents (QC as well) and trained all new hires on reagent preparation.

## **EDUCATION**

#### MASTER OF SCIENCE IN FORENSIC SCIENCE

Marshall University

August 2019 - May 2021

- 3.42 GPA
- Emphasis in Crime Scene Investigation and DNA analysis
- Internship completed with Kentucky State Police in firearms

## **BACHELOR OF SCIENCE IN BIOCHEMISTRY**

West Virginia Wesleyan College August 2015 – May 2019

3.3 GPA

## CONFERENCES

- American Academy of Forensic Sciences, Anaheim, CA, February 2020
- American Academy of Forensic Sciences, Virtual, February 2021



## **CURRENT EMPLOYMENT:**

Forensic Biology Supervisor
Metro Nashville Police Department Crime Laboratory, Nashville, TN

December 2021 - Present

Interim Forensic Biology Supervisor

April 2021 - December 2021

Forensic Scientist III – Forensic Biology Unit

March 2015 - April 2021

Responsible for performing chemical, microscopic, and immunological tests on physical evidence to aid in the investigation of crimes as well as interpret and evaluate serological and DNA results. Performs DNA processing, technical and administrative reviews, as well as assists with training. Responsible for following laboratory procedures, quality control, and safety guidelines in addition to preparing case files and reports and providing court testimony as an expert witness.

CODIS Administrator
Alternate CODIS Administrator

January 1, 2021 – November 1, 2023

December 6, 2016 – Dec 31, 2020; January 1, 2024 – Present

## **EDUCATION:**

Bachelor of Science Biology with concentration in Microbiology Tennessee Technological University Cookeville, TN May 2000

## PROFESSIONAL EXPERIENCE:

Project Specialist, LabCorp Clinical Trials, Brentwood, TN July 2012 - March 2015

Responsible for performing all tasks associated with assigned flow cytometry assay validation and development duties as well as instrument QC and maintenance. The Project Specialist performs all tasks according to standard operating procedures of the department and adheres to all safety requirements.

Forensic Technician,

Dec 2010 - July 2012

Tennessee Bureau of Investigation, Nashville, TN

Responsible for receiving, processing, and tracking evidence, as well as entering data into the laboratory information system following standard operating procedures. Accountable for determining required tests and when tests are complete, as well as maintaining security of vaulted evidence.

DNA Analyst III, Orchid Cellmark, Nashville, TN April 2007 – Sept 2010

Responsible for performing serological and DNA profiling procedures on biological samples, as well as interpret test results, for criminal casework, convicted offender database samples, paternity biological relationship cases, and/or private DNA testing contracts according to standard operating procedures.

DNA Analyst II, Orchid Cellmark, Nashville, TN February 2004 - April 2007

Responsible for performing DNA Profiling procedures on biological samples, as well as interprets test results, for criminal casework, convicted offender database samples, paternity biological relationship cases, and/or private DNA testing contracts according to standard operating procedures.

DNA Analyst I, Orchid Cellmark, Nashville, TN December 2001 - January 2004

Responsible for performing DNA Profiling procedures on biological samples for criminal casework, convicted offender database samples, paternity biological relationship cases, and/or private DNA testing contracts according to standard operating procedures.

Forensic Analyst Lifecodes-Nashville, Nashville TN March 2001 – December 2001

Responsible for performing DNA Profiling procedures on biological samples for criminal casework, convicted offender database samples, paternity biological relationship cases, and/or private DNA testing contracts according to standard operating procedures.

Forensic Analyst Trainee Lifecodes-Nashville, Nashville, TN January 2001 - March 2001

Perform DNA extraction, DNA amplification, electrophoresis, and preliminary analysis of results for convicted offender database specimens under the direct supervision of a qualified analyst.

Laboratory Technician Lifecodes-Nashville, Nashville, TN July 2000 – December 2000

Perform DNA extraction, DNA amplification and electrophoresis for convicted offender database specimens under the direct supervision of a qualified analyst.

#### **MEMBERSHIPS:**

American Academy of Forensic Sciences, Member, 2006 – 2011 American Academy of Forensic Sciences, Associate Member, February 2004 - February 2006

Southern Association of Forensic Scientists, Associate Member, 2003 – 2011

## **CONTINUING EDUCATION:**

34<sup>th</sup> International Symposium on Human Identification, Denver, CO, September 2023 (24 hours)

28th Annual National CODIS Conference – Virtual, November 2022 (16 hours)

Promega 2022 Technology Tour Seminar – Tennessee Bureau of Investigation, Nashville, TN, July 2022 (6 hours)

27th Annual National CODIS Conference – Virtual, November 2021 (16 hours)

31st International Symposium on Human Identification – Virtual, September 2020 (10 hours)

25th Annual National CODIS Conference, Norman, OK, November 2019 (16 hours)

17th Annual Forensic DNA Conference – Bode 2018, Chicago, IL, April 2018 (24 hours)

Federal Bureau of Investigation Laboratory Division, Quality Assurance Standards and Auditor Training Curriculum, Online Training, December 2017

23rd Annual National CODIS Conference, Norman, OK, November 2017 (24 hours)

28<sup>th</sup> International Symposium on Human Identification, Seattle, WA, October 2017 (24 hours)

American Society Crime Laboratory Directors / Laboratory Accreditation Board Assessor Training Course, Franklin, TN, May 2016 (34 hours)

Bode West 13th Annual DNA Conference, San Diego, CA, March 2016 (16 hours)

Promega 2015 Technology Tour Seminar, Tennessee Bureau of Investigation, Nashville, TN, May 2015 (8 hours)

Promega Continuing Education, Orchid Cellmark Nashville, October 6, 2009 (8 hours)

American Academy of Forensic Sciences Annual Meeting, Washington, D.C., February 2008 (9 hours)

Promega Meeting (18<sup>th</sup> Annual International Symposium on Human Identification), Hollywood, CA, October 2007 (20 hours)

Promega Meeting (17<sup>th</sup> Annual International Symposium on Human Identification), Nashville, TN, October 2006 (17 hours)

American Academy of Forensic Sciences Annual Meeting, New Orleans, LA, February 2005 (16 hours)

American Academy of Forensic Sciences Annual Meeting, Dallas, TX, February 2004 (20 hours)

Southern Association of Forensic Scientists Spring Meeting, Savannah, GA, May 2003 (24 hours)

American Academy of Forensic Sciences Annual Meeting, Chicago, IL, February 2003 (20 hours)

SNaPshot Training, Dallas, TX, September 2002 (16 hours)

Expert Witness Workshop, Rockville, MD, May 2002 (12 hours)

American Academy of Forensic Sciences Annual Meeting, Atlanta, GA, February 2002 (24 hours)

Southeast Law Enforcement Seminar, Lawrenceburg, TN, June 2001 (20 hours)

Applied Biosystems, Inc. 3100 Training Workshop, Nashville, TN, March 2001 (8 hours)

Perkin Elmer 3100 Operation and Analysis Workshop, Nashville, TN, October 2000 (4 hours)

## **Expert Witness:**

Available upon request

Last Updated Oct 2023

## **EDUCATION**

## Florida International University, Miami, FL

Master of Science in Forensic Science, April 2013

<u>Thesis:</u> Differential Extraction of Equine Epithelial Cells from Fecal Matter Using Pressure Cycling Technology and IPCRp

## Oklahoma State University, Stillwater, OK

Bachelor of Science in Biological Science, December 2009

Minor in Microbiology, December 2009

#### PROFESSIONAL EXPERIENCE

## Metropolitan Nashville Police Department - Crime Laboratory, Nashville, ΓN

FORENSIC SCIENTIST - FORENSIC BIOLOGY UNIT, October 2018 - Present

- Receive evidence, perform serological testing using validated techniques, and evaluate and interpret serology results
- Carry out DNA testing in the laboratory, including extraction, quantitation, and amplification
- Write reports on serology findings and provide testimony as an expert witness in court

## FORENSIC TECHNICIAN - FORENSIC BIOLOGY UNIT, January 2018 - September 2018

- Performed routine maintenance and performance checks on laboratory equipment while maintaining records and documentation in a compliance management system
- Monitored equipment and supply inventories, and placed orders when necessary
- Prepared reagents and performed quality control tests using standard laboratory equipment

## Aegis Sciences Corporation, Nashville, TN

MOLECULAR BIOLOGIST II, April 2017 – January 2018

- Executed internal audits of clinical trial work with a commitment to integrity and accountability to uncover discrepancies and confirm proper handling of samples and complete records
- Trained and evaluated molecular biologists' and technicians' ability to handle samples appropriately, manage chains of custody properly, and perform all laboratory assays efficiently
- Performed Next-Generation sequencing of a 10-gene chronic lymphocytic leukemia (CLL) panel followed by analysis and classification of found variants as benign or pathogenic

## MOLECULAR BIOLOGIST, April 2015 – April 2017

- Extracted DNA from buccal swabs and amplified resulting products for quantification and SNP analyses used in pharmacogenetic testing to identify poor, intermediate, extensive, and ultra-rapid drug metabolizers
- Performed B-cell isolation from blood and bone marrow, followed by Sanger sequencing of the TP53 gene and Next-Generation sequencing of the IgVH-SHM gene for CLL clinical trials
- Created validation plans, SOPs, and chains of custody in compliance with CLIA, CAP, and FDA standards

• Demonstrated a proven ability to work independently and collaboratively in a dynamic, fastpaced team environment on multiple projects with varying complexities

## FORENSIC SPECIAL CHEMIST, December 2013 – April 2015

- Extracted samples from biological specimens including urine, blood, and oral fluid
- Isolated drug metabolites via techniques such as liquid-liquid extraction, solid-phase extraction, supported liquid extraction, and dilute and shoot methods for toxicology analyses
- Carefully monitored and preserved quality of samples, reagents, and chemicals necessary for extraction
- Maintained precise documentation via chain of custody procedures

## **PUBLICATIONS**

Deshpande, K., Villarreal, M., Mills, D.K. (2016) "Improved DNA profiles from aged horse feces using pressure cycling technology." *Conservation Genetics Resources*, 8(4): 487-495.

#### **PRESENTATIONS**

Co-Author – Shrecker, J., Roberts, A., Oswald, M., Heltsley, R., Hardison, M., "A Curious Case of Contrary Concentrations: Drug Interactions vs. Genetic Polymorphism" Clinical Laboratory Management Association (CLMA) KnowledgeLab 2017, March 28, 2017, Nashville, TN (poster).

**Co-Author** – Deshpande, K., **Oswald, M.**, Mills, D.K., "Application of 6-plex microsatellite kit in the analysis of aged fecal DNA samples: prospective use in equine slaughter forensic cases" American Academy of Forensic Science, February 24, 2016, Las Vegas, NV (poster).

**Co-Author** – Dimsoski, P., Mendel, J., **Villarreal, M.**, Mills, D.K., McCord, B., "Obtaining genotypes from low copy DNA," Second Annual Forensic Science Symposium, March 15, 2013, Miami, FL (oral presentation).

**Presenter – Villarreal, M.**, Dimsoski, P., Mills, D.K., "Differential extraction of equine epithelial cells from fecal matter using Pressure Cycling Technology and IPCRp," Second Annual Forensic Science Symposium, March 14, 2013, Miami, FL (poster).

**Presenter – Villarreal, M.**, Mills, D.K., "Differential extraction of host cells from equine fecal matter using Pressure Cycling Technology," Florida Annual Meeting and Exposition Conference, May 18, 2012, Innisbrook, FL (poster).

### **CONTINUING EDUCATION**

- American Academy of Forensic Sciences 75th Annual Meeting, Orlando, Florida, Feb 2023
- Promega Technology Tour Seminar, Nashville, Tennessee, July 2022
- Bode 2021 Virtual Forensic DNA Conference, Virtual, May 2021
- 31st Annual International Symposium on Human Identification Conference, Virtual, Sept 2020
- Promega Technology Tour Seminar, Nashville, Tennessee, July 2019
- American Academy of Forensic Sciences 71<sup>st</sup> Annual Meeting, Baltimore, Maryland, Feb 2019

## Metro Nashville Police Department Crime Laboratory BJA FY25 DNA Capacity Enhancement for Backlog Reduction (CEBR) – Formula Grants Program Funding Opportunity Number: O-BJA-2025-172460

## **Baseline Measures**

Number of approved (vacant and filled) full-time equivalents (FTEs) in the biology section as of December 31, 2024.	12
Number of filled (non-vacant) FTEs in the biology section as of December 31, 2024.	12
Staff Retention: Number of the FTEs identified in Question 2 that were in the biology section as of January 1, 2024.	12
Number of untested/not completed forensic biology/DNA cases on hand on January 1, 2024.	1,262 including cases in- house and at our outsourcing lab
Number of untested/not completed forensic biology/DNA cases more than 30 days old (backlogged) on January 1, 2024.	1,241
Please estimate the percentage of the backlogged cases that were from property crimes.	4%
Number of new cases for forensic biology/DNA received in 2024.	415
Please estimate the percentage of these cases that were from property crimes.	4%
Total number of forensic biology/DNA cases completed in 2024.	404 including cases completed internally and by outsourcing lab
Please estimate the percentage of these cases that were property crimes.	1%
Forensic biology/DNA cases closed by administrative means in 2024.	19
Number of untested/not completed forensic biology/DNA cases on hand on December 31, 2024.	1,254 including cases in- house and at the outsourcing lab
Number of untested/not completed forensic biology/DNA cases more than 30 days old (backlogged) on December 31, 2024.	1,221 including cases in- house and at the outsourcing lab
The average number of days needed to complete (including peer review and report) nonpriority forensic DNA cases for calendar year 2023. Please indicate violent crime time with a "V" and the nonviolent crime time with "NV." If the applicant cannot separate violent and nonviolent cases, give the number with no other markings.	552 days from assignment to completion

Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AE49644388

## Disclosure of Lobbying Activities\*

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of \$100,000. This disclosure requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69.

Note: Most applicants do not engage in activities that trigger this disclosure requirement.

Is the applicant required to complete and submit a lobbying disclosure form (SF-LLL) for this application?



No

The applicant is not required to submit a lobbying disclosure under 31 U.S.C. 1352 for this application.

Yes

Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AE49644388

### **Applicant Disclosure of Duplication in Cost Items**

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

Yes. My organization has pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this funding opportunity and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this funding opportunity

#### **DOJ Certified Standard Assurances**\*

#### U.S. DEPARTMENT OF JUSTICE

#### **CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application
  - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award,
  - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations, and
  - C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-
  - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
  - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AE49644388 , , , to an award made otherwise.

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations), and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
- (6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
- (7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
- (8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)). I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance-
  - a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
  - b subject to par a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public
- (9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application-
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs, and
  - b. It will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- (10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office). I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law-including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the swom positions, as provided under 34 U.S.C. § 10382(c)(11).
- (11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

#### Docusign Envelope ID: 5661B0B0-8345-4C8A-9473-65AE49644388

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

#### Please Acknowledge \*

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

SignerID michael.park@nashville.gov
Signing Date / Time

10/16/25 10:25 AM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

#### U.S. DEPARTMENT OF JUSTICE

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 29 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

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- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.
- 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--
- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.
- B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §\$ 83.620 and 83.650:

A The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by-

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about-
    - (1) The dangers of drug abuse in the workplace:
    - (2) The Applicant's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will-
  - (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will-
  - (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award:

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- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

#### Please Acknowledge \*

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

SignerID

michael.park@nashville.gov

Signing Date / Time

10/16/25 10:26 AM

#### Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

- Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I
  have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all
  matters encompassed by this declaration and certification.
- 2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
- 3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge \*



I agree with the above statements.

SignerID

michael.park@nashville.gov Signing Date / Time 10/16/25 10:26 AM

## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FREDDIE O'CONNELL MAYOR

WALLACE W. DIETZ. DIRECTOR OF LAW DEPARTMENT OF LAW METROPOLITAN COURTHOUSE, SUITE 108 P.O. BOX 196300 NASHVILLE, TENNESSEE 37219-6300 (615) 862-6341 • (615) 862-6352 FAX

October 28, 2025

To Whom It May Concern,

This letter serves as a written explanation to the United States Department of Justice regarding compliance with the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies for the Metropolitan Government of Nashville and Davidson County's application for the BJA FY25 DNA Capacity Enhancement for Backlog Reduction – Formula Grants Program. The Certifications require the applicant to attach an explanation to the application if the applicant "has within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default." We provide this correspondence as a way of explanation. It does not constitute an amendment to the grant application.

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant.

If you require any further information, please let us know.

Sincerely,

Wallace W. Dietz, Director of Law

Metropolitan Government of Nashville and

**Davidson County** 

# APPLICATION SIGNATURE PAGE FOR THE APPLICATION OF THE 2025 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program

## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director

Department of **Police Department** 

Date

10-23-25



**Certificate Of Completion** 

Envelope Id: F04E560D-B705-46DB-8E24-B8569B4F1762

Subject: Complete with Docusign: Police (CEBR) 26-28 App Ready (N0723279xD719A).PDF

Source Envelope:

Document Pages: 133 Signatures: 4
Certificate Pages: 16 Initials: 3

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Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator: Juanita Paulson

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Juanita.Paulsen@nashville.gov IP Address: 170.190.198.185

**Record Tracking** 

Status: Original

10/28/2025 11:52:55 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Juanita Paulson

Juanita.Paulsen@nashville.gov

Pool: StateLocal

Pool: Metropolitan Government of Nashville and

**Davidson County** 

Location: DocuSign

Location: Docusign

Signer Events

Ernest Franklin
Ernest.Franklin@nashville.gov

Security Level: Email, Account Authentication

(None)

Signature

EF

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190

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Sent: 10/28/2025 12:01:09 PM Viewed: 10/28/2025 1:00:37 PM Signed: 10/28/2025 1:00:51 PM

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication

(None)

AP

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190

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Signed: 10/28/2025 1:19:55 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 10/28/2025 1:19:48 PM

ID: 66ae4079-fc10-4c80-b65c-868bd46e6639

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication

(None)

Jenneen Reed/myw

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Signed: 10/28/2025 3:07:45 PM

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100

**Electronic Record and Signature Disclosure:** 

Accepted: 10/28/2025 3:07:29 PM

ID: b897cd84-8ba6-4266-af50-f12985d9c3a3

Balogun Cobb

balogun.cobb@nashville.gov Insurance Division Manager

Security Level: Email, Account Authentication

(None)

Balogun Cobb

Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185

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Resent: 10/28/2025 3:27:58 PM Viewed: 10/28/2025 3:31:07 PM

Signed: 10/28/2025 3:31:46 PM

**Electronic Record and Signature Disclosure:** 

**Envelope Summary Events** 

Status

Ciaman Frants	Ciamatura	Timestam
Signer Events	Signature	Timestamp
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Hannah.Zeitlin@nashville.gov	Hannalı Bitlin	Viewed: 10/28/2025 3:53:40 PM
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Kristin.Wilson@nashville.gov	FM	Viewed: 10/28/2025 5:08:10 PM
Security Level: Email, Account Authentication		Signed: 10/28/2025 5:09:55 PM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	
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Freddie O' Connell:Masami Tyson		Sent: 10/28/2025 5:09:59 PM
Masami.Tyson@nashville.gov	Freddie O' Connell:Masami Tyson	Viewed: 10/28/2025 5:10:35 PM
Security Level: Email, Account Authentication	•	Signed: 10/28/2025 5:10:49 PM
(None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	
Electronic Record and Signature Disclosure: Accepted: 10/28/2025 5:10:35 PM ID: f0679f63-5508-444f-aea8-9f952a7f6107		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Michael Park	CORTER	Sent: 10/28/2025 5:10:51 PM
michael.park@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	
\ /		
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Accepted: 6/28/2023 2:37:37 PM	Signature	Timestamp
Accepted: 6/28/2023 2:37:37 PM ID: dc3716f4-6ed3-4204-926e-fc9dc15c56c3	Signature Signature	Timestamp Timestamp

**Timestamps** 

Envelope Summary Events	Status	Timestamps	
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Signing Complete	Security Checked	10/28/2025 5:10:49 PM	
Completed	Security Checked	10/28/2025 5:10:51 PM	
Payment Events	Status	Timestamps	
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to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System� refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term� means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data� means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures�), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers,� such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;� (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer� is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings� includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages� under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked� by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited,� Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited,� DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes�) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term�). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term�), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §Â§ 7001 et seq. (the "ESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS,� AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE. WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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730 2nd Ave. South 1st Floor

Nashville, TN 37219

Juanita.Paulsen@nashville.gov IP Address: 170.190.198.185

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Ernest Franklin

Ernest.Franklin@nashville.gov

Security Level: Email, Account Authentication

(None)

**Signature** 

EF

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Sent: 11/14/2025 10:55:28 AM Viewed: 11/14/2025 11:02:53 AM Signed: 11/14/2025 11:02:59 AM

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**Aaron Pratt** 

Aaron.Pratt@nashville.gov

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(None)

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

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Jenneen Reed/m/w

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Sent: 11/14/2025 11:05:23 AM Viewed: 11/14/2025 5:04:39 PM

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ID: e6f8a1df-3175-4b2b-9a27-6c395d55ad19

Courtney Mohan

Courtney.Mohan@nashville.gov

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(None)

Courtney Molian

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<b>9</b>	- 9	
Accepted: 11/17/2025 8:14:39 AM ID: 492ea6a6-7c15-4178-b59b-281bd6e9a8f7		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication	COPIED	Sent: 11/17/2025 8:41:55 AM
(None)  Electronic Record and Signature Disclosure:		
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Sally Palmer	CODIED	Sent: 11/17/2025 8:41:56 AM
sally.palmer@nashville.gov	COPIED	Viewed: 11/18/2025 2:09:10 PM

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(None)

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	11/14/2025 10:55:28 AM	
Certified Delivered	Security Checked	11/17/2025 8:14:39 AM	
Signing Complete	Security Checked	11/17/2025 8:41:53 AM	
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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked� by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited,� Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited,� DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes�) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term�). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term�), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §Â§ 7001 et seq. (the "ESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS,� AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE. WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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