



**OFFICE OF JUSTICE PROGRAMS
NATIONAL INSTITUTE OF JUSTICE
NO SUSPECT CASEWORK DNA BACKLOG
REDUCTION PROGRAM FISCAL YEAR 2003
COOPERATIVE AGREEMENT AWARDED TO THE
TENNESSEE BUREAU OF INVESTIGATION,
AGREEMENT NUMBER 2003-DN-BX-K047
NASHVILLE, TENNESSEE**

U.S. Department of Justice
Office of the Inspector General
Audit Division

Audit Report GR-40-06-005
April 2006

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EXECUTIVE SUMMARY*

The Office of the Inspector General, Audit Division has completed an audit of the No Suspect Casework DNA Backlog Reduction Program Fiscal Year 2003 cooperative agreement awarded by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), National Institute of Justice (NIJ) to the Tennessee Bureau of Investigation (TBI) headquartered in Nashville, Tennessee. The purpose of the cooperative agreement was to facilitate the examination of 2,800 backlogged no suspect cases, some dating back to 1983, by providing funding for overtime, equipment, supplies, and contractor expenses. No suspect cases are cases where law enforcement has not developed a suspect, or cases in which a suspect has been eliminated through testing or other investigative means. When the cooperative agreement expired April 30, 2005, the TBI had received and expended \$537,605 of the \$3,369,813 cooperative agreement award. We tested the TBI's accomplishment of the cooperative agreement objectives. We also tested the TBI's accounting records to determine if reimbursements claimed for costs under the cooperative agreement were allowable, supported, and in accordance with applicable laws, regulations, guidelines, and terms and conditions of the cooperative agreement.

We found that the TBI substantially complied with the requirements of the cooperative agreement. However, the TBI did not achieve a program objective to examine 2,800 no suspect cases. This occurred because the TBI used an unreliable methodology to estimate the number of backlogged cases for which funding was needed. Moreover, after funding was awarded, the TBI found that other agencies were unwilling to submit backlogged cases for processing by the TBI. As a result, federal funds were obligated to the program that

* The Office of the Inspector General has redacted potentially contract sensitive information from this report to enable its public release.

could not be spent, and the effectiveness of national and state DNA databases as a resource to solve and prevent future criminal activity is diminished. In addition, we found one Progress Report that did not accurately reflect cooperative agreement activity.

We identified \$2,832,208 in obligated cooperative agreement funds that should be put to better use.¹ Our findings are discussed in detail in the Findings and Recommendations section of the report. Our audit objectives, scope, and methodology appear in Appendix I.

¹ The Inspector General Act of 1978, as amended, contains our reporting requirements for questioned costs and funds to better use. However, not all findings are dollar-related. See Appendix II for a breakdown of our dollar-related findings and for definitions of questioned costs and funds put to better use.

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INTRODUCTION

In July 2003, the Tennessee Bureau of Investigation (TBI) entered into a cooperative agreement with the Department of Justice (DOJ), Office of Justice Programs (OJP), National Institute of Justice (NIJ) to examine, through outsourcing and in-house analysis, 2,800 no suspect DNA cases located in the State of Tennessee.

The cooperative agreement is part of the OJP No Suspect Casework DNA Backlog Reduction Program that provides funding to state laboratories to identify, collect, and analyze DNA samples from evidence collected in cases where no suspect has been identified or in which the original suspect has been eliminated. These cases typically involve crimes such as sexual assault, homicide, violent assault, or burglary that sometimes produce evidence in the form of blood, semen, or saliva. The backlog refers to samples of collected evidence awaiting DNA testing that were submitted to the TBI prior to January 30, 2004, and stored within the TBI and the local law enforcement and Sexual Assault and Rape Center (SARC) community. Once these samples, which the TBI refers to as exhibits, are submitted to the TBI, forensics tests are conducted to identify and characterize various body fluids, and to perform DNA profiling to identify specific individuals by comparing samples from evidence left at a crime scene or from the body of a victim. The resulting DNA profiles are uploaded into the Combined DNA Index System (CODIS) in an effort to link collected crime scene evidence to a convicted felon.²

The TBI, the State of Tennessee's primary criminal investigative agency, is responsible for assisting local law enforcement and investigating various crimes including, illegal drugs, fugitives, public corruption, and organized crime. The Forensic Services Division administers the cooperative agreement and is located at the TBI headquarters facility in the City of Nashville, Tennessee. Along with a central laboratory in Nashville, the Forensic Services Division has regional crime laboratories in Memphis and Knoxville; providing forensic analysis of biological, chemical, and physical evidence.

As shown on the next page, in fiscal year (FY) 2003, the TBI was awarded \$3,369,813 in cooperative agreement funds.

² CODIS is a national DNA information repository, maintained by the Federal Bureau of Investigation, that allows local, state, and federal crime laboratories to store and compare DNA profiles from crime scene evidence and from convicted offenders.

COOPERATIVE AGREEMENT AWARDED TO THE TBI

Agreement Number	Award Start Date	Award End Date	Award Amount	Award Spent	Award Unspent
2003-DN-BX-K047	7/11/03	4/30/05	\$3,369,813	\$537,605	\$2,832,208

Source: Office of Justice Programs

The primary objectives of the cooperative agreement were to:

- outsource 2,500 backlogged cases to a private vendor contracted to perform the DNA analysis,
- complete a DNA analysis on 300 cases in-house, and
- increase the Forensic Services Division's capacity to perform DNA analysis by using award funds for employee overtime costs, and forensic laboratory equipment and supplies.

Our Audit Approach

We test compliance with what we consider to be the most important conditions of the cooperative agreement. The criteria we audit against are contained in the OJP Financial Guide, 2003. We tested the TBI's:

- **Cooperative Agreement Objectives and Accomplishments** to determine if the TBI met the cooperative agreement objectives;
- **Financial Status and Progress Reports** to determine if the required Financial Status Reports and Progress Reports were submitted on time and accurately reflect cooperative agreement activity;
- **Cooperative Agreement Drawdowns** to determine whether cooperative agreement drawdowns were adequately supported and if the TBI was managing cooperative agreement receipts in accordance with federal requirements;
- **Budget Management and Control** to determine the overall acceptability of budgeted costs by identifying any budget deviations between the amounts budgeted and the actual costs for each cost category; and

- **Cooperative Agreement Expenditures** to determine the accuracy and allowability of costs charged to the cooperative agreement.

When applicable, we also test for compliance in the areas of matching funds, program income, and the monitoring of subrecipients. We performed limited work to determine that matching funds were not required and that there was no program income or subrecipients associated with this cooperative agreement.

FINDINGS AND RECOMMENDATIONS

COMPLIANCE WITH ESSENTIAL COOPERATIVE AGREEMENT REQUIREMENTS

The TBI substantially complied with the requirements of the cooperative agreement. Financial Status and Progress Reports were submitted timely and the Financial Status Reports accurately reflected cooperative agreement activity. Reimbursements from award funds were accurate. Expenditures were allowable, reasonable, allocable, and did not deviate beyond 10 percent of the OJP-approved budget. However, the TBI did not meet a program objective to complete, by outsourcing or in-house analysis, 2,800 no suspect DNA cases. As a result, funds were obligated to the program that could not be spent and the effectiveness of national and state DNA databases as a resource to solve and prevent future criminal activity is diminished. In addition, one Progress Report did not accurately reflect cooperative agreement activity.

Cooperative Agreement Objectives and Accomplishments

To measure the success of the program, it is important to evaluate whether the TBI had met the cooperative agreement objectives. As stated previously, the three primary objectives were to:

- outsource 2,500 backlogged cases to a private vendor contracted to perform the DNA analysis,
- complete a DNA analysis on 300 cases in-house, and
- increase the Forensic Services Division's capacity to perform DNA analysis by using award funds for overtime costs, and forensic laboratory equipment and supplies.

To determine if these objectives had been met, we compared the objectives to program outputs recorded in the TBI's Laboratory Information Management System (LIMS), reviewed accounting and property records, interviewed TBI officials, and noted local media articles related to the TBI program. From our sample review of cooperative agreement expenditures, and accountable property purchased with cooperative agreement funds (discussed in more detail in the Cooperative Agreement Expenditures section), we determined

that forensic laboratory equipment and supplies were purchased and used for the purposes stated in the cooperative agreement. However, as a result of the program, the TBI only examined 618 no suspect cases. The TBI examined 185 cases through outsourcing, and 433 cases through in-house analysis.

The following chart lists program outputs, the corresponding output goal established by the TBI in its cooperative agreement application, and the final status of these outputs that the TBI should have reported to the OJP after the cooperative agreement had expired.³

SELECT PROGRAM OUTPUT GOALS AND FINAL STATUS

Program Output	Output Goal	Final Status of Output
Cases Submitted	2,800 cases	618 cases
Cases Completed	2,500 cases would be outsourced to a contractor, 300 cases would be completed in-house	185 cases outsourced, 433 cases completed in-house
Exhibits Submitted	Not specified	462 exhibits processed by contractor, 1,417 exhibits processed in-house
Tests Completed	Not specified	1,332 tests performed by contractor, 6,275 tests performed in-house
DNA Profiles Uploaded into CODIS	Not specified (but hoped to generate thousands)	138
CODIS Hits Obtained	Not specified (but hoped to obtain a hit on 10 percent of the profiles uploaded)	2 CODIS forensic hits, 1 national offender hit, 10 state level offender hits

The actual number of cases examined as a result of the program was much lower than the TBI anticipated because it used an unreliable methodology to estimate the number of backlogged DNA cases eligible for funding, and encountered a general unwillingness from agencies among the local law enforcement community to submit their cases for analysis by the TBI. These problems are described in the following two sections of this report.

³ Based on our work described later in the report (see Financial Status and Progress Reports section), we found inaccuracies in the program outputs reported to the OJP after the cooperative agreement had expired. The chart above lists the final status of outputs the TBI should have reported to the OJP based on the TBI's LIMS.

Unreliable Methodology

To determine the 2,500 no suspect case backlog in 2003 for the State of Tennessee, the TBI contacted law enforcement and SARC representatives from the metropolitan areas in Knoxville, Chattanooga, Jackson, Memphis, and Nashville to obtain a count of each area's cases. The initial query was performed in the fall of 2001 (yielding a count of 1,223 cases) followed by a second query in the summer of 2002 (yielding a count of 41 cases). The TBI then doubled the sum of these two queries because TBI officials believed the doubled sum represented the number of cases that could be received during the 2-year program period.

The TBI's initial focus on the five metropolitan areas appears reasonable because to query the entire state would probably be cost prohibitive. However, doubling the sum of the initial and follow-up queries was not reasonable because that method had no logical connection to the anticipated workload over the life of the agreement.

TBI officials disagreed with our assessment of their methodology. One TBI official said that their 2,500 case backlog projection was their best guess estimate based on available information.

Unwillingness from Some Law Enforcement Agencies

The TBI made timely and frequent requests to other agencies to submit no suspect cases for processing but faced a general unwillingness from some law enforcement agencies to submit their cases. See Appendix III for a chronology of these requests and other cooperative agreement activities. One week after the initiation of the cooperative agreement, the TBI requested local law enforcement agencies SARCs to inventory and submit cases to the TBI for processing. Two additional requests were made, one of which extended the submission deadline date. Additionally, the TBI made presentations about its program to law enforcement representatives during two separate law enforcement conferences, and during these conferences made solicitations for no suspect cases. TBI officials told us that the response to these requests from the law enforcement community was slow and in some cases nonexistent.

There were several reasons for this slow and nonexistent response. TBI officials told us that some law enforcement agencies could not afford to assign staff the task of locating, handling, and

shipping cases to the TBI. The local media reported the Director of the TBI saying some agencies would not submit their evidence because the cases were not prosecutable or were not well preserved. TBI officials told us that the possibility of one local law enforcement agency constructing its own forensic laboratory led that agency to withhold its no suspect cases. This curtailed the number of backlogged cases available to the TBI for processing.

The Overall Effect of Our Findings

The TBI was unable to anticipate the unwillingness of other law enforcement agencies to participate in the program. This, coupled with its unreliable methodology for estimating the amount of the no suspect case backlog, resulted in the obligation of federal funds to the program that could have benefited other state and local area DNA backlog reduction programs.

At the end of the cooperative agreement award period, the TBI had expended about 16 percent (or \$537,605) of its \$3,369,813 award. The unspent balance of \$2,832,208 remained obligated at the conclusion of our audit work in March 2006, more than 10 months after the cooperative agreement had expired. At least \$1,275,000 in funds awarded to the TBI could have been deobligated as early as February 2004 because, at that time, the TBI awarded a contract for only half of the amount anticipated. In a contract with the TBI, a private vendor agreed to analyze 2,500 no suspect cases for \$ [REDACTED] per case, for a total contract of \$ [REDACTED]. OJP had approved a contract for \$ [REDACTED], but the TBI later reduced this amount because the winning bid was lower than expected. The TBI did not communicate this reduction to the OJP, resulting in a lost opportunity to deobligate over one-third of awarded funds for use in other DNA backlog reduction programs without adversely affecting the TBI's program.

The national CODIS system is an important resource to law enforcement because the system can potentially link collected crime scene evidence to a convicted felon. TBI award documents state that for CODIS to be truly effective and DNA to reach its full potential, DNA must be populated with both offender profiles and DNA profiles from crime scene evidence. The loss of cases that could have been funded by unspent TBI funds diminishes the ability of CODIS or other DNA databases to assist law enforcement in solving and preventing criminal activity.

Cooperative Agreement Expansion

In October 2005, the National Institute of Justice, OJP offered the TBI an opportunity to enter into an expanded cooperative agreement that, unlike the expired agreement we audited, would lift the restriction limiting federal funding to cases with no known suspect. As of March 2006, the TBI had submitted their application for this expansion to the OJP and were waiting for a response. During our audit work, a TBI official told us that when the TBI queries the law enforcement and SARC community for their DNA cases eligible for analysis under the expanded cooperative agreement, it will stipulate that only real numbers of backlogged DNA cases would be accepted, not estimates. Another official told us that the TBI may consider using a private firm that specializes in conducting polls and inquiries to determine the backlog. We believe these measures will help to ensure an accurate projection of backlogged cases for future DNA backlog reduction programs and that unneeded funds are not obligated.

Financial Status and Progress Reports

Financial Status Reports. The financial aspects of the OJP cooperative agreement is monitored through Financial Status Reports (FSR). According to the OJP Financial Guide, the FSR should be submitted within 45 days of the end of the quarterly reporting period. Even when there have been no outlays, a report containing zeros must be submitted. Funds or future awards may be withheld if reports are not submitted or are excessively late. We tested the FSRs submitted by the TBI from the period ended June 30, 2004, to the expiration of the cooperative agreement on April 30, 2005. We found that all FSRs were submitted timely and accurately reflected cooperative agreement activity.

Progress Reports. Progress Reports are submitted in order to present information relevant to the performance of the cooperative agreement. According to the OJP Financial Guide and the cooperative agreement award document, Progress Reports shall be submitted within 30 days after the end of the report periods, which are June 30 and December 31, for the life of the award. The TBI was required to submit four Progress Reports throughout the cooperative agreement award period. We found that all four Progress Reports were submitted timely; however, one Progress Report did not accurately reflect cooperative agreement activity. As shown on the next page, the TBI's Progress Report dated July 29, 2005, contained

inaccurate numbers for the cases and exhibits processed, and inaccurate numbers for both state level and national offender hits, compared to the data recorded in the TBI's Laboratory Information Management System (LIMS).⁴ A TBI official told us that these inaccuracies occurred because the number of exhibits processed through outsourcing was over-reported. Also, the TBI official told us that these inaccuracies could be related to: (1) the transfer of no suspect case data into LIMS, (2) the way a forensic chemist enters the results of their examination into LIMS, (3) an automatic updating feature within LIMS, or (4) the presence of duplicate entries.⁵

**CASES, EXHIBITS, AND OFFENDER HITS
REPORTED TO OJP COMPARED TO THE TBI'S
LABORATORY INFORMATION MANAGEMENT SYSTEM⁶**

	July 29, 2005 Progress Report	LIMS	Difference
Cases	602	618	(16)
In-house	423	433	(10)
Outsourced	179	185	(6)
Exhibits	5,459	1,879	3,580
In-house	1,398	1,417	(19)
Outsourced	4,061	462	3,599
Hits	10	13	(3)
State level	6	10	(4)
National	4	3	1

Source: Tennessee Bureau of Investigation

Cooperative Agreement Drawdowns

The OJP Financial Guide establishes methods under which the awarding agency makes payments to grantees. The methods and procedures for payment established by the federal government are designed to minimize the time elapsed between the transfer of funds by the government and the disbursement of funds by the grantee. Grantees may be paid in advance, provided they maintain procedures

⁴ An offender hit occurs when one or more DNA profiles from a crime scene are linked to a convicted felon.

⁵ In August 2004, the TBI began the integration of its former DNA no suspect database into the new LIMS. TBI officials told us that the old database was not transferred into LIMS all at once, but in batches over a period of months.

⁶ We noted minor discrepancies from our comparison of the TBI's LIMS reports to a separate count of cases, exhibits, tests, and offender hits performed by TBI officials for the Nashville and Memphis Regional Crime Laboratories. There were no discrepancies for the other regional crime laboratories.

to minimize the time elapsing between the transfer of funds by the government and the disbursement of funds by the grantee. Any funds that remain unobligated by the grantee at the end of the cooperative agreement award period will lapse and revert to the awarding agency. Grantees are not permitted to incur additional obligations after the end of the cooperative agreement award period.

We interviewed a TBI official about the TBI's drawdown procedures and reviewed the TBI's accounting records. The TBI requested award funds as a reimbursement of expenditures made from the cooperative agreement. We concluded that each reimbursement received by the TBI was accurate according to its accounting records.

Budget Management and Control

Grantees are permitted to make changes to their approved budgets to meet unanticipated program requirements. However, according to the OJP Financial Guide, certain types of changes to approved budgets require advance approval from the OJP. The grantee must obtain approval for:

- any budget revision that could result in the need for additional funding, and
- cumulative transfers among direct cost categories that exceed or are expected to exceed 10 percent of the total approved budget.

Failure to adequately control cooperative agreement budgets could lead to the wasteful and inefficient expenditure of government funds. We compared the OJP-approved budget to actual TBI expenditures to determine if any deviations existed. We reviewed the Financial Clearance Memoranda approved by the OJP and compared approved cost categories to actual expenditures reported by the TBI at the time of our audit. We found no evidence of budget revisions that could increase cooperative agreement funding, and we noted no transfers of budget cost categories that exceeded 10 percent.

Program Income

The OJP Financial Guide addresses the disposition of program income earned during the cooperative agreement period. Program income is defined as income generated as a direct result of an

agency-funded project. Under certain circumstances, program income generated may be added to the funds committed to the cooperative agreement and used for purposes that further the objectives under which the cooperative agreement award was made. We looked for evidence of program income to determine if the income was properly accounted for and applied to the cooperative agreement. We asked TBI officials if they received income generated by cooperative agreement activity, and tested expenditures and disbursements. TBI officials stated the cooperative agreement generated no program income and we found no evidence of program income during our review and testing. We concluded the cooperative agreement did not generate any program income.

Cooperative Agreement Expenditures

The OJP Financial Guide outlines the principles for determining allowable costs for cooperative agreement activity. The Financial Guide provides guidance for cooperative agreement expenditures and established the factors affecting the allowability, reasonableness, and allocability of costs. We judgmentally selected 15 high-dollar disbursements, and randomly selected another 13 disbursements. In total, 28 sampled disbursements represented \$494,154 in cooperative agreement expenditures made for overtime and fringe benefit costs (\$5,259), and direct charges (\$488,895). To determine the allowability, reasonableness, and allocability of these expenditures, we reviewed the TBI's accounting records, timesheets and payroll registers, and other supporting documentation. We found that overtime and fringe benefit costs for the employees we tested were accurately charged, supported, and consistent with the personnel charges of other employees tested; and that direct charges were properly authorized, classified, recorded, and charged to the cooperative agreement.

We also judgmentally selected five high-dollar disbursements for accountable property and randomly selected another five disbursements for accountable property. From these 10 disbursements, we selected 20 items of accountable property representing \$292,570 in accountable property purchased with cooperative agreement funds. We physically verified or confirmed by letter that the accountable property selected was used for purposes stated in the cooperative agreement.

Monitoring of Subrecipients

The OJP Financial Guide states that grantees are responsible for managing the day-to-day operations of subrecipient cooperative agreement-supported activities. Grantees must monitor subrecipient-supported activities to assure compliance with applicable federal requirements. Grantees must also ensure that subrecipients are meeting performance goals and contributing to the achievement of the cooperative agreement objectives. Failure to adequately monitor subrecipients could lead to the mismanagement of federal funds or the failure of the grantee to achieve cooperative agreement objectives. There were no subrecipients for this cooperative agreement.

Conclusion

We found that the TBI complied with the reporting and accounting requirements of the cooperative agreement. Financial Status and Progress Reports were submitted timely and the Financial Status Reports accurately reflected cooperative agreement activity. Reimbursements from award funds were accurate and cooperative agreement expenditures were allowable, reasonable, allocable, and did not deviate beyond 10 percent of the OJP-approved budget.

However, the TBI submitted one Progress Report that did not accurately reflect cooperative agreement activity, and did not achieve its objective to outsource or examine 2,800 no suspect DNA cases. The TBI's unreliable methodology and the unwillingness of some local law enforcement agencies to submit their cases had the effect of obligating federal funds that could have benefited other DNA backlog reduction programs. This diminishes the effectiveness of CODIS and other state DNA databases as a crime solving tool for law enforcement.

TBI officials discussed with us corrective measures they were considering to ensure the accuracy of future TBI backlog estimates. We believe these measures will help to ensure an accurate projection of backlogged cases, and that unneeded funds are not obligated from future backlog reduction programs.

Recommendations

We recommend that OJP:

1. Ensure that the TBI develops and implements a reliable methodology when projecting the amount of backlogged DNA cases eligible for funding from future federal award programs.
2. Ensure that the TBI submits Progress Reports that accurately reflect cooperative agreement activity.
3. Deobligate \$2,832,208 in unexpended award funds that remain obligated to the program because the cooperative agreement has expired.

APPENDIX I

OBJECTIVES, SCOPE, AND METHODOLOGY

The objective of the audit was to determine if reimbursements claimed for costs under the agreement were allowable, supported, and in accordance with applicable laws, regulations, guidelines, and terms and conditions of the agreement. We conducted our audit in accordance with Government Auditing Standards and included such tests as were considered necessary to accomplish our objectives. Our audit concentrated on but was not limited to the inception of the cooperative agreement through March 2006.

We tested compliance with what we consider to be the most important conditions of the agreement. Unless otherwise stated in our report, the criteria we audit against are contained in the OJP Financial Guide. We tested the TBI's activities in the following areas: (1) cooperative agreement objectives and accomplishments, (2) financial status and progress reports, (3) cooperative agreement drawdowns, (4) budget management and control, (5) cooperative agreement expenditures, (6) matching funds, (7) program income, and, (8) monitoring of subrecipients.

We did not test internal controls for the TBI as a whole or specifically for the cooperative agreement administered by the TBI. The State of Tennessee was required to have a single audit conducted. We reviewed the single audit for the fiscal year ended June 2004 to determine if control weaknesses or significant noncompliance issues were found that related to the TBI's federal programs. We found no instances of control weaknesses or noncompliance issues related to the TBI cooperative agreement or cross-cutting to all federal awards for the State of Tennessee.

In conducting our audit, we tested pay records for two non-consecutive pay periods. We judgmentally selected 15 disbursements and randomly selected another 13 disbursements from a universe of 154 disbursements. We physically verified, or confirmed by letter, 20 items of accountable property selected from 5 high-dollar disbursements, and 5 randomly selected disbursements.

APPENDIX II

SCHEDULE OF DOLLAR-RELATED FINDINGS

FUNDS PUT TO BETTER USE:		Page
Deobligate unspent cooperative agreement funds	\$2,832,208	7
TOTAL FUNDS PUT TO BETTER USE	\$2,832,208	
TOTAL DOLLAR-RELATED FINDINGS	\$2,832,208	

Funds Put to Better Use are future funds that could be used more efficiently if management took actions to implement and complete audit recommendations.

APPENDIX IV

TENNESSEE BUREAU OF INVESTIGATION RESPONSE



PHIL BREDESEN
GOVERNOR

TENNESSEE BUREAU OF INVESTIGATION

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Nashville, Tennessee 37216-2639
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MARK GWYN
DIRECTOR

March 29, 2006

Ferris B. Polk
Regional Audit Manager
U.S. Department of Justice
Office of the Inspector General
Atlanta Regional Audit Office
75 Spring Street, Suite 1130
Atlanta, Georgia 30303

Subject: Response to the Draft Audit Report of the No Suspect Casework
DNA Backlog Reduction Program Fiscal Year 2003 cooperative
agreement number 2003-DN-BX-K047

Dear Mr. Polk,

The Tennessee Bureau of Investigation appreciates the time and efforts that you and your staff put into assessing our utilization of the FY 2003 No Suspect Casework DNA Backlog Reduction Program Funds. The Bureau welcomes your responses and recommendations.

We have completed our review of the Office of Inspector General Draft Report dated March 14th, 2006. Please find below, our responses to your preliminary recommendation. We have included the statements from the OIG report followed by our comments.

We recommend that OJP:

1. Ensure that the TBI develops and implements a reliable methodology when projecting the amount of backlogged DNA cases eligible for funding from future federal award programs.

Management comment. TBI Forensic Management feels that a reliable methodology was used. Law enforcement and SARC representatives from the metropolitan areas in Knoxville, Chattanooga, Jackson, Memphis and Nashville were contacted on two separate occasions to query the number of backlogged DNA cases eligible for submission. The sum of the queries was doubled which appeared to be a conservative estimate of the cases applicable



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for submission. According to the US Census Bureau of Tennessee report for 2003, these five areas made up approximately 27% of the population in Tennessee. Since these areas constitute approximately one-fourth of the population, doubling the estimates for submissions appeared to be conservative and reasonable to the TBI in projecting the amount of backlogged DNA cases.

2. Ensure that the TBI submits Progress Reports that accurately reflect cooperative agreement activity.

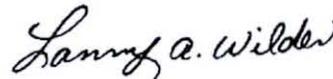
Management comment. The inaccurate progress report was due to a typographical error on the report. The July 29, 2005, report should have reported 461 instead of 4061 for out-sourced exhibits. We will diligently review the progress reports prior to submission to help ensure accuracy.

3. Deobligate \$2,832,208 in unexpected award funds that remain obligated to the program because the cooperative agreement has expired.

Management comment. This issue has been addressed by OJP. The TBI received a Grant Adjustment Notice dated March 13, 2006, that extended the grant period to 9/30/2006. The amount requested in the revised budget was fully funded.

Please feel free to contact either myself, at (615) 744-4402 or Dr. Sharon Horton-Jenkins, should you have any questions. Dr. Horton-Jenkins may be reached at (615) 744-4414.

Sincerely,



Lanny A. Wilder
Assistant Director

LW/shj

xc: Natalie Liu, Program Manager
Office of Justice Programs

APPENDIX V

OFFICE OF JUSTICE PROGRAMS RESPONSE



U.S. Department of Justice

Office of Justice Programs

Office of the Comptroller

APR 13 2006

Washington, D.C. 20531

MEMORANDUM TO: Ferris B. Polk
Regional Audit Manager
Atlanta Regional Audit Office
Office of the Inspector General

FROM: Marcia K. Paull *Marcia K. Paull*
Acting Comptroller

SUBJECT: Response to the Draft Audit Report of the Office of Justice Programs, No Suspect Casework DNA Backlog Reduction Program, Fiscal Year 2003 Cooperative Agreement Awarded to the Tennessee Bureau of Investigation, Agreement Number 2003-DN-BX-K047

This memorandum is in reference to your correspondence dated March 14, 2006, transmitting the above-referenced draft audit report for the Tennessee Bureau of Investigation (TBI). We consider the subject report resolved and request written acceptance of this action from your office.

The report contains **three** recommendations and **\$2,832,208** in total funds to better use. The following is our analysis of the audit recommendations.

1. **Ensure that the TBI develops and implements a reliable methodology when projecting the amount of backlogged DNA cases eligible for funding from future Federal award programs.**

We agree with the recommendation. We will coordinate with the TBI to obtain a written response specifying that a reliable methodology has been developed and implemented for projecting the amount of backlogged DNA cases eligible for funding from future Federal award programs.

2. **Ensure that TBI submits progress reports that accurately reflect cooperative agreement activity.**

We agree with the recommendation. We will coordinate with the TBI to obtain a written response specifying controls implemented to ensure that progress reports accurately reflect cooperative agreement activity when submitted.

3. **Deobligate \$2,832,208 in unexpended award funds that remain obligated to the program because the cooperative agreement has expired.**

We disagree with the recommendation. The National Institute of Justice (NIJ) program office recommends that the TBI use its remaining funds to reduce their backlogged DNA cases, due to their limited ability to effectively use its funding on many high profile cases such as murders and rapes. We will coordinate with the TBI and the NIJ to provide the appropriate supporting documentation.

We appreciate the opportunity to review and comment on the draft report. We will continue to work with the grantee to address the recommendations. If you have any questions or require additional information, please contact Andrea McIntosh of my staff at (202) 616-2905.

cc: Richard P. Theis
Acting Director
DOJ Audit Liaison Office

Glenn R. Schmitt
Acting Director
National Institute of Justice

Kiri Rowe
Chief of Staff
National Institute of Justice

Natalie Lu
Program Manager
National Institute of Justice

OJP Executive Secretariat
Control Number 20060379

Official Grant File
Grant Number 2003-DN-BX-K047

APPENDIX VI

OFFICE OF THE INSPECTOR GENERAL, AUDIT DIVISION ANALYSIS AND SUMMARY OF ACTIONS NECESSARY TO CLOSE REPORT

We provided the draft report to both the TBI and OJP for comment. The TBI's comments are contained in Appendix IV, and OJP's comments are contained in Appendix V. As summarized below, the TBI concurred with one of the three recommendations, while OJP concurred with two of the three recommendations:

Recommendation Number:

- 1. Resolved.** In its response to the draft audit report, the TBI stated that a reliable methodology was used to project the number of backlogged DNA cases eligible for funding, and that the backlog projection was conservative and reasonable. However, OJP agreed with the recommendation and stated a plan to coordinate with the TBI to obtain a written response specifying that a reliable methodology has been developed and implemented for projecting the number of backlogged DNA cases eligible for funding from future federal award programs. This recommendation is resolved based on OJP's agreement to take appropriate corrective action. The recommendation can be closed when we review documentation supporting the methodology adopted.
- 2. Resolved.** In its response to the draft audit report, the TBI agreed with the recommendation and stated its intention to diligently review the progress reports prior to submission to help ensure accuracy. OJP agreed with the recommendation and stated a plan to coordinate with the TBI to obtain a written response specifying controls implemented to ensure that progress reports accurately reflect cooperative agreement activity when submitted. This recommendation is resolved based on the agreement by the TBI and OJP to take acceptable corrective action. This recommendation can be closed when we review documentation specifying controls implemented by the TBI to ensure that submitted progress reports accurately reflect cooperative agreement activity.
- 3. Resolved.** In its response to the draft audit report, the TBI disagreed with the recommendation and noted that the issue has been addressed through a notice issued by OJP on March 13, 2006, extending the cooperative agreement period to September 30, 2006. OJP also disagreed with the recommendation and noted that the National Institute of Justice recommends the TBI use its remaining funds to reduce its backlogged high-profile DNA cases, such as murder and rape.

OJP stated a plan to coordinate with the TBI and NIJ to provide appropriate supporting documentation. Neither the TBI nor OJP provided documentation to support an extension of the cooperative agreement.

We note that the \$3.4 million cooperative agreement was awarded in July 2003 and expired in April 2005. When we issued our draft report, nearly a year after expiration of the cooperative agreement, about \$2.8 million of cooperative agreement funds remained unexpended. Our recommendation was intended to ensure that these funds are used for the vital purpose of examining backlogged no suspect cases as provided for in the cooperative agreement award. Although both the TBI and OJP stated disagreement with the recommendation, both also proposed corrective action that appears to accomplish the intent of the recommendation.

We remain concerned that \$2.8 million of the awarded funds were idle for nearly 3 years while the TBI experienced a backlog of cases such as murder and rape. We are also concerned about the time lag between expiration of the cooperative agreement and the subsequent extension of the award. Despite these concerns, the recommendation is resolved based on the alternative corrective action proposed by the TBI and OJP to use the funds for backlog reduction purposes. The recommendation can be closed when we review documentation supporting the extension of the cooperative agreement. We suggest that OJP closely monitor TBI expenditures under the extended award to ensure that any funds remaining on September 30, 2006, are deobligated and used for other backlog reduction activities.