

**REPORT OF THE
SECRETARY OF PUBLIC SAFETY**

**The Administrative Requirements
including a Memorandum of
Understanding for the newly created
Department of Forensic Science**

**TO THE GOVERNOR AND
THE GENERAL ASSEMBLY OF VIRGINIA**



HOUSE DOCUMENT NO. 47

**COMMONWEALTH OF VIRGINIA
RICHMOND
2005**



COMMONWEALTH of VIRGINIA

Office of the Governor

John W. Marshall
Secretary of Public Safety

May 13, 2005

Robert P. Crouch, Jr.
Chief Deputy Secretary of Public Safety

Barry R. Green
Deputy Secretary of Public Safety

The Honorable John H. Chichester, Chairman
Senate Finance Committee
General Assembly Building
910 Capitol Street, 10th Floor
Richmond, Virginia 23219

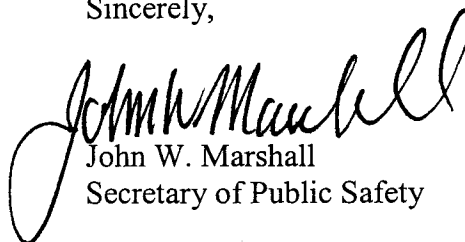
Dear Chairman Chichester:

Item 427 of the amended Appropriation Act requires this office to submit, by May 1, 2005, a report addressing "the administrative requirements for the new agency [Department of Forensic Science], including a Memorandum of Understanding for the new department to contract with the Department of Criminal Justice Services for administrative support services for an interim period. The report shall also include a Memorandum of Understanding to set forth the appropriate roles and responsibilities of the Virginia Institute of Forensic Science and Medicine and the relevant state agencies and institutions with which it cooperates."

On April 29, we forwarded to you copies of the various MOUs. However, we omitted the report on administrative requirement. That report is attached. The Division of Forensic Science has conducted interviews for the newly created Director of Administration, which was provided in amendments the General Assembly made to the introduced budget. Once that position is filled, it will work with management within the new agency, as well as DCJS, to define the scope of work required and the resources required to manage it. A request for these resources will be part of the recommendations on the budget presented to the General Assembly in December 2005.

Please feel free to contact me at any time if I can provide any additional information.

Sincerely,


John W. Marshall
Secretary of Public Safety

JWM/dch

Attachment

C: Dick Hickman, Deputy Staff Director



COMMONWEALTH of VIRGINIA

Office of the Governor

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May 13, 2005

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House Appropriations Committee
General Assembly Building
910 Capitol Street, 9th Floor
Richmond, Virginia 23219

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Please feel free to contact me at any time if I can provide any additional information.

Sincerely,

A handwritten signature in black ink that reads "John W. Marshall".

John W. Marshall
Secretary of Public Safety

JWM/dch

Attachment

C: Craig Burns, Legislative Fiscal Analyst

Administrative Functions of the Department of Forensic Science

During the upcoming transition period, the Department of Criminal Justice Services (DCJS) will be working with the Department of Forensic Science (DFS) to determine the resources needed to create an Administration Division to support the new agency. To facilitate that effort, DFS is in the process of hiring an Administrative Division Director. In addition to other duties, this position will work with DFS and DCJS staff to identify the resources needed to provide DFS with administrative support. It is anticipated that whatever additional resources are needed will be requested during the upcoming biennial budget process.

The Division of Forensic Science has 5 fulltime positions that currently reside within the DCJS administrative support division. These positions will be returned to DFS as part of the resources used to create their administrative division. The positions are funded by DFS.

The number of additional administrative positions that will be needed will be determined once the new DFS Director of Administration is hired and an assessment of how administrative functions can most efficiently be delivered is completed. These estimates are based on an agency consisting of approximately 330 fulltime and part-time employees. Overall, the administrative component will include finance/budget, human resources, procurement, and information technology.

Over the coming fiscal year, DCJS will provide whatever support the new DFS Director of Administration needs to help determine the types of positions needed, as well as the number of new positions and funding to request.

Attached are four Memorandums of Understanding to clarify the support that DCJS will provide DFS during FY 06, and to clarify the roles of the Virginia Institute of Forensic Science and Medicine, the Department of Health, and Institute students.



COMMONWEALTH of VIRGINIA

Office of the Governor

John W. Marshall
Secretary of Public Safety

May 2, 2005

Robert P. Crouch, Jr.
Chief Deputy Secretary of Public Safety

Barry R. Green
Deputy Secretary of Public Safety

The Honorable John H. Chichester, Chairman
Senate Finance Committee
General Assembly Building
910 Capitol Street, 10th Floor
Richmond, Virginia 23219

Dear Chairman Chichester:

Following up on my correspondence of April 29, 2005, enclosed is a copy of the Memorandum of Understanding between Virginia Institute of Forensic Science and Medicine, the Department of Forensic Science, and the Office of the Chief Medical Examiner.

With kind regards,

Sincerely,



Robert P. Crouch, Jr.

RPCjr/dch

Enclosure

C: Dick Hickman, Deputy Staff Director
Senate Finance



COMMONWEALTH of VIRGINIA

Office of the Governor

John W. Marshall
Secretary of Public Safety

May 2, 2005

Robert P. Crouch, Jr.
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Robert P. Crouch, Jr.

RPCjr./dch

Enclosure

C: Craig Burns, Legislative Fiscal Analyst
House Appropriations



COMMONWEALTH of VIRGINIA

Office of the Governor

John W. Marshall
Secretary of Public Safety

April 29, 2005

Robert P. Crouch, Jr.
Chief Deputy Secretary of Public Safety

Barry R. Green
Deputy Secretary of Public Safety

The Honorable Vincent F. Callahan, Chairman
House Appropriations Committee
General Assembly Building
910 Capitol Street, 9th Floor
Richmond, Virginia 23219

Dear Chairman Callahan:

Attached are four documents to comply with appropriations act items 427 #2c and 427 #4c regarding the transition of the Division of Forensic Science to the Department of Forensic Science and funding for the Virginia Institute of Forensic Science and Medicine.

The four documents include 2 memorandums of understanding, one between the Department of Criminal Justice Services and the Division of Forensic Science; and the other between the Virginia Institute of Forensic Science and Medicine (VIFSM) and the Department of Forensic Science and the Office of the Chief Medical Examiner. The other documents relate to the VIFSM and clarifies the relationship the Institute maintains with its' students.

The MOU between the VIFSM and the Department of Forensic Science has been agreed upon by all the signatories, however the Chief Medical Examiner and the Director of VIFSM are out of town and not available to sign the MOU. The MOU, signed by all parties, will be sent to you early next week.

Please contact me with any questions or comments you have on these agreements.

Sincerely,

A handwritten signature in black ink, appearing to read "R. P. Crouch, Jr.", written over a horizontal line.

Robert P. Crouch, Jr.

RPCjr./dch

Attachments

C: Craig Burns, Legislative Fiscal Analyst
House Appropriations



COMMONWEALTH of VIRGINIA

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April 29, 2005

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Attachments

C: Dick Hickman, Deputy Staff Director
Senate Finance



Memorandum of Understanding
Between
Virginia Institute of Forensic Science and Medicine
and the
Department of Forensic Science

This *Memorandum of Understanding* (MOU) is made between the Department of Forensic Science (DFS) and the Virginia Institute of Forensic Science and Medicine (VIFSM), a chartered, not-for-profit Corporation, herein referred to as VIFSM.

The purpose of this document is to outline the responsibilities and the interdependency of each of the above entities in the operation of VIFSM.

DEFINITIONS:

VIFSM Board of Directors: As provided by VIFSM by laws, there is a specified number of Directors, with elected Officers to include Chairman of the Board, Secretary Treasurer.

VIFSM Technical Consultants: VIFSM will employ both a forensic science and a forensic medicine consultant for the provision of their instructional expertise, guidance, curriculum review, faculty recommendation and long-term strategic consultation in the fields of forensic science and medicine. These technical consultants may be employees of the Commonwealth of Virginia, requiring outside employment approval. The compensation from VIFSM is determined and approved by the VIFSM Board of Directors.

VIFSM Faculty: VIFSM will contract with faculty to provide training and instruction for VIFSM educational programs. Faculty is paid for their scope of service to the Institute, and contracts will stipulate the scope of responsibilities and compensation, and are for one year in duration. Faculty who are employees of the Commonwealth are required to obtain approval for outside employment and take annual leave when compensated.

VIFSM Facilities: The Institute will occupy office space in the 700 North Fifth Street building in the city of Richmond, Virginia. The building is owned by the Virginia Department of Forensic Science and principally houses the Department of Forensic Science and the Office of the Chief Medical Examiner. VIFSM is viewed as providing

services to DFS and OCME and the presence of VIFSM is for the convenience of all parties. VIFSM is obligated to pay \$1.00 per annum to the agencies which are the principal occupants.

VIFSM Staff: Those employees of VIFSM who provide the support services and infrastructure for the Mission of VIFSM are considered VIFSM staff. VIFSM is committed to a lean and linear organizational structure, with a Mission focus of forensic education and training.

Fiscal Reporting: VIFSM will have annual audits, to be conducted by a CPA firm of the Board's choosing. Fiscal reports will include but not be limited to audited annual financial statements and other information material to the fiscal standing of VIFSM.

Fellows: Those students accepted by VIFSM into the forensic science and medicine Fellowship training program for a period *not less* than one year. Formal application and acceptance procedures are a part of the policies and procedures manual of VIFSM, with payment of stipends to students and the service requirement of each student delineated in the signed *Educational Agreement of VIFSM*.

Participating Fellows do not participate in the analysis of probative evidence or unless certified by the Department. Forensic equipment that is used in the training is either owned by VIFSM or is forensic equipment that is used in supervised tutorial sessions. This equipment is re-calibrated and certified after each student tutorial. The use of designated state equipment in the training process does not interfere with the scientific analysis workload. VIFSM owned equipment may be used by the Department of Forensic Science for actual casework when not being used by VIFSM.

Relationships: VIFSM and DFS and the OCME have cooperative efficiencies and innovations that enhance the Commonwealth's forensic science and medicine system. This partnership is mutually beneficial, and requires flexibility and vision for the continued advancement of forensic science and medicine in the Commonwealth.

VIFSM will provide equipment for the use of Fellows and for the training purposes of the Institute. DFS and OCME will provide space, furniture, phone access, laboratory equipment and supplies as necessary, internet access and security support for the education and training functions congruent with VIFSM mission.

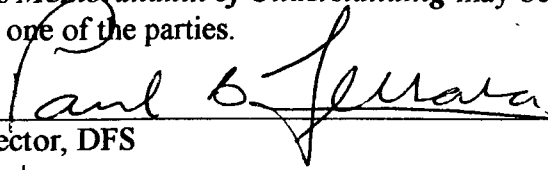
VIFSM activities and training will not interfere with laboratory and morgue operations, nor will these activities (e.g. training sessions, tours, public education events, etc.) interrupt normal workflow.

State employees who participate in these educational and training activities do so either as (1) volunteers working after hours or (2) consultants to VIFSM, in accordance with agency policy on outside employment, and taking leave to participate in VIFSM events. Faculty hours are documented through a software program that provides periodic accounting of dates and times of their faculty contribution.

VIFSM is funded by tuition revenues, grants, contracts for educational services, charitable gifts and foundation awards. In the event that state monies are appropriated for such educational activities, VIFSM will comply with state purchasing guidelines, accounting methodology and procedures, providing DFS with ample documentation of compliance.

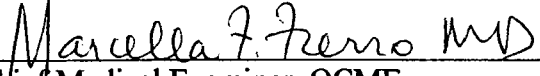
This *Memorandum of Understanding* shall be in effect until terminated as provided herein. Modification of his MOU may be made at any time, providing that all parties agree in writing to the modifications.

This *Memorandum of Understanding* may be terminated upon 90-day written notice by any one of the parties.



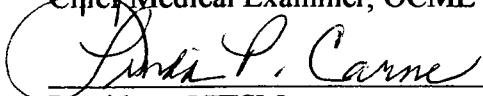
Director, DFS

4/29/05
Date



Chief Medical Examiner, OCME

May 2, 2005
Date



President, VIFSM

May 2, 2005
Date

2.14.2005
Revised 3.09.05
Revised 3.18.05
Revised 4.08.05



COMMONWEALTH of VIRGINIA

DEPARTMENT OF CRIMINAL JUSTICE SERVICES

OFFICE OF THE DIRECTOR
DIVISION OF FORENSIC SCIENCE
A Nationally Accredited Laboratory

700 NORTH 5TH STREET
RICHMOND, VIRGINIA 23219
(804) 786-2281 Fax (804) 371-8328

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND THE DIVISION OF FORENSIC SCIENCE

This Memorandum of Understanding (MOU) is made between the Department of Criminal Justice Services (DCJS) and the Division of Forensic Science (DFS) regarding the provision of administrative support services after July 1, 2005, when DFS becomes the Department of Forensic Science, a separate state agency under the oversight of the Secretary of Public Safety.

This MOU is not intended to cover every possible situation, request for information, or circumstance that may arise during the period the MOU is in effect. It is intended to act as a framework for the responsibilities of each party to this agreement. It will establish the general administrative support areas covered by this MOU, and communication direction to effectively and efficiently perform this agreement.

The Division of Forensic Science and the Administrative Division of DCJS have had a good working relationship since DFS became part of DCJS in 1996. Staff in both divisions have worked together to understand their respective needs and to develop processes and procedures to ensure that each division has what it needs to fulfill its responsibilities. With this foundation, the provision of administrative support to DFS by DCJS is expected to be a smooth and seamless process.

DCJS will provide support to the Department of Forensic Science in the following administrative areas: Finance/ Budget, Human Resources, Procurement, Grants, and Information Technology, as delineated more specifically below. As DCJS staff in these areas already provide support to DFS, no additional training or orientation is necessary.

The period of this MOU will be from July 1, 2005 to June 30, 2006. The time period may be amended by the agreement of both parties.

Both parties agree to communicate with one another at all organizational levels on all administrative matters or issues of mutual interest. DCJS management and the Department of Forensic Science will meet at least monthly to discuss the overall relationship and any particular issues that need to be addressed. Other meetings, updates, reports, requests for information, and ad-hoc issues will be addressed between either staff or management on an as-needed basis. DCJS will also assist the Department of Forensic Science in evaluating the scope of administrative services historically provided to DFS by DCJS to assist the Department of Forensic Science in determining future administrative resource needs for the new agency.

Finance

Support to include:

1. Accounts payable
2. Travel reimbursements
3. Deposit revenue collections
4. Payment certification
5. Fixed asset accounting
6. Grant reconciliation/draw-downs
7. Agency accounting transactions
8. Required reporting documents and statements
9. Annual audits with APA and DOA
10. Fiscal records maintenance
11. DPB budget development
12. Other DPB transactions
13. Operating budget
14. Chart of accounts
15. Biennial and operating year budget

Human Resources

Support to include:

1. Employee recruitment process
2. Employee benefit management
3. Employee classification and compensation
4. Employee relations procedures
5. Support on EEO issues
6. Payroll support
7. Employee personnel files

Procurement

Support to include:

1. General procurement activities
2. Sole source procurements
3. Small charge card usage
4. SWAM
5. eVA procurement system

Grants

Support to include:

1. Application for federal and state grants
2. Financial reporting
3. Federal granting agency contact
4. Other grant related issues

Information Technology

Support to include:

1. HR database
2. Event registration database
3. Employee leave system
4. Web site support
5. CARS administration
6. VITA: surveys, inventories, reporting, etc.

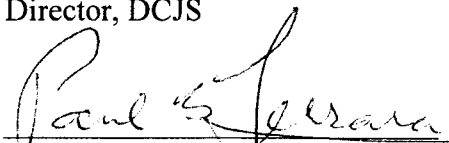
Graphic Communication

Support to Include:

1. Logo
2. Brochure

 4/29/05

Leonard G. Cooke
Director, DCJS

 4/28/05

Paul Ferrara, Ph.D.
Director, Division of Forensic Science



EDUCATIONAL ASSISTANCE AGREEMENT
between the
VIRGINIA INSTITUTE OF FORENSIC SCIENCE AND MEDICINE
STUDENT FELLOWS
and the
DEPARTMENT OF FORENSIC SCIENCE
COMMONWEALTH OF VIRGINIA

Resource Documents:

DHRM Policy 5.05

DHRM Policy 5.10

Code of Virginia Section 2.2-1201

Objective: To provide language for the employment obligations between the Student Fellows of the **Virginia Institute of Forensic Science and Medicine** and the **Department of Forensic Science**, as recommended by 2004 Session Budget Amendment Form of the HAC, HB 30.

Purpose: To establish internal guidelines and procedures for the detailed obligations of Student Fellows of the **Virginia Institute of Forensic Science and Medicine**, insuring that the financial investment of the Commonwealth in the training and education of Forensic Science Fellows is of direct benefit to the Commonwealth.

Definitions:

Virginia Institute of Forensic Science and Medicine: A 501(c) 3 corporation of the Commonwealth designed to provide forensic science and medicine education and training.

Department of Forensic Science: The Department of Forensic Science is an agency of the Secretary of Public Safety, Office of the Governor, Commonwealth of Virginia.

Student Fellow: Students accepted into the VIFSM Fellowship Program for the pursuit of forensic education and training in designated areas of forensic science and medicine.

VIFSM Fellowship Program: A non-degree course of study in forensic science and medicine that provides approved courses and technical instruction over a period not less than one year. Technical instruction forms the core of instruction in accordance with national parameters for quality assurance standards for forensic laboratories.

VIFSM Fellowship Candidacy: Applicants are screened per the established eligibility criteria requirements of the Institute to include, but not be limited to, completion of a four-year college degree program, proof of grades, detailed work history, submitted letters of reference, special achievements, and demonstrated ability to write a lab report, research paper or a demonstrated ability to collect and organize raw data and reach conclusions from this data. Applicants are considered without regard to race, color, religion, gender, age, national origin, political affiliation, or disability according to the Governor's Executive Order on Equal Opportunity and state and federal laws.

Stipend: VIFSM Student Fellows are provided with a living assistance stipend during their course of study - a minimum of \$23,000 per annum.

Tuition: The cost of the educational program provided by the Virginia Institute of Forensic Science and Medicine, to include faculty, space resources, equipment, lab resources, texts, and supplies. The *minimum* cost of tuition subsidy is \$31,000, and does not include the living stipend awarded to Fellows.

Fellowship Records: The Virginia Institute of Forensic Science and Medicine maintain records related to educational progress including, but not limited to, application materials, references, progress evaluations, signed agreements, grade(s) achieved, and documented counseling.

Satisfactory Completion of the Fellowship Program: As defined by Department of Forensic Science and the Virginia Institute of Forensic Science and Medicine, satisfactory completion requirements are stipulated for each forensic discipline to include, at the minimum, attendance of 40 hours per week, completion of course assignments, maintaining deadlines, demonstrated ability to work in a team atmosphere, and an ability to represent scientific findings both verbally and in written format.

Fellow Obligations to be stipulated in the Education Assistance Agreement:

- I. Student Fellows of the Virginia Institute of Forensic Science and Medicine who receive tuition and stipend subsidy from the Commonwealth of Virginia and successfully complete their course of study are obligated to work in State service for a period that will justify such tuition assistance. Graduate Fellows must accept employment as a forensic scientist in the Commonwealth of Virginia, in a paid position, for a period of two years post-Fellowship, if such employment is offered. This employment obligation is a signed document maintained in the Fellowship Records of the Institute.
- II. Student Fellows who do not accept employment with the Commonwealth are obligated to repay tuition and stipend costs on a pro-rated basis to the Virginia Institute of Forensic Science and Medicine, the amount dependent upon the length of the Fellowship. An agreement of obligation to the Commonwealth is drawn up for each forensic discipline and will stipulate tuition costs and re-payment schedule.

- III. Student Fellows who do not successfully complete the program, through early withdrawal from the Fellowship Program, unsatisfactory performance, or violation of standards of conduct, are obligated to repay the Commonwealth, through the Virginia Institute of Forensic Science and Medicine, in a stipulated pro-rated tuition and stipend re-payment schedule.
- IV. Student Fellows who are asked to leave the Fellowship Program, based on unsatisfactory performance or violations of standards of conduct, will have documented performance counseling in the areas of deficiency specific to their forensic discipline. The financial obligation of this class of Fellows is dependent upon the length of their participation in the course of study.
- V. Notwithstanding any other provisions of this agreement, it shall be solely the option of the Department of Forensic Science to offer such employment to a Fellow.



**Educational Assistance Agreement
for Fellows of the
Virginia Institute of Forensic Science and Medicine**

As a participating Fellow at the Virginia Institute of Forensic Science and Medicine, I understand there are obligations following my completion of the course of study in *(insert specific forensic discipline)* on *(insert month and year of completion)*. The educational assistance costs in pursuit of my forensic science training, paid by the Commonwealth, is *\$(insert appropriate amount for each discipline)*.

I am entering into an agreement with the Virginia Institute of Forensic Science and Medicine to accept employment as a forensic scientist with the Department of Forensic Science of the Commonwealth of Virginia for a minimum period of two years, following my successful completion of the aforementioned Fellowship Program, if such employment is offered. My failure to meet this obligation will result in repayment of the stated educational cost.

I understand that, if I withdraw from the Fellowship, I will repay a pro-rated portion of my educational costs, based on the months enrolled in the Fellowship Program.

I further understand that, if I am requested to leave the Fellowship Program based on poor performance or violations of the standards of conduct, I am obligated for a pro-rated portion of my educational costs based on the months enrolled in the Fellowship Program.

Fellow Applicant
Date _____

President, VIFSM
Date _____