



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

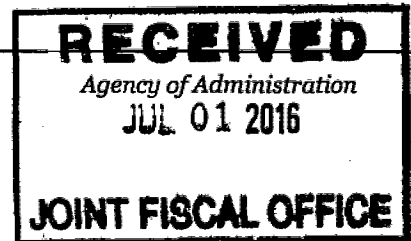
To: Joint Fiscal Committee members
From: Daniel Dickerson, Fiscal Analyst
Date: July 7, 2016
Subject: Grant Request #2833, #2834

Enclosed please find two (2) items that the Joint Fiscal Office has received from the administration, including **one (1) limited-service position**.

JFO #2833 – One (1) limited-service position within the Vermont Military Department. The position would be titled Electronic Security System Technician I and would supplement an existing position in order to complete several upcoming projects that necessitate a second position. The additional position would be funded from ongoing federal grant dollars.
[JFO received 6/28/16]

JFO #2834 – \$75,000 grant from the National Court Appointed Special Advocate Association to the Vermont Judiciary. The grant funding will be used to hire a consultant to develop an awareness and recruitment campaign in order for the VT Guardian and Ad Litem (VTGAL) program to recruit, train and assign 50 new GAL volunteers by the end of the grant term to serve 132 new children. Although this is a one-year grant, VTGAL hopes to be eligible for additional grant funding in FY18.
[JFO received 7/1/16]

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; ddickerson@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by July 22, 2016 we will assume that you agree to consider as final the Governor's acceptance of these requests.



State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:		The grant will support efforts at awareness and recruitment to build Vermont's organizational capacity for Guardian ad Litem.			
Date:		6/14/2016			
Department:		Vermont Judiciary			
Legal Title of Grant:		2016 Statewide Awareness and Recruitment Campaign Subgrant			
Federal Catalog #:		N/A			
Grant/Donor Name and Address:		National Court Appointed Special Advocate Association, Seattle, Wash.			
Grant Period:		From: 7/1/2016		To: 6/30/2017	
Grant/Donation		\$75,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$75,000	\$	\$	\$75,000	
Position Information:		# Positions	Explanation/Comments		
Additional Comments:					
Has Vantage budget detail been reviewed and reconciled?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	DBS (Analyst Initial)	
Department of Finance & Management			[Signature]		(Initial)
Secretary of Administration			[Signature]		(Initial)
Sent To Joint Fiscal Office					Date 6/29/16



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

1. Agency:	Vermont Judiciary			
2. Department:	Planning and Court Services			
3. Program:	Guardian ad Litem			
4. Legal Title of Grant:	2016 Statewide Awareness and Recruitment Campaign Subgrant			
5. Federal Catalog #:	TBD			
6. Grant/Donor Name and Address: The National Court Appointed Special Advocate Association (National CASA), 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119				
7. Grant Period:	From:	7/1/2016	To: 6/30/2017	
8. Purpose of Grant: To execute statewide awareness and recruitment efforts in order to serve abused and neglected youth.				
9. Impact on existing program if grant is not Accepted: At our current funding levels we do not have the capacity to develop or coordinate a statewide awareness (i.e., public relations) and recruitment campaign that will allow the Vermont Guardian ad Litem program to increase the number of volunteers to a sustainable level.				
Expenditures:				
	SFY 1	SFY 2	SFY 3	Comments
	FY 2015	FY	FY	
Personal Services	\$	\$	\$	
Operating Expenses	\$75,000	\$	\$	
Grants	\$	\$	\$	
Total	\$75,000	\$	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source NCASA)	\$75,000	\$	\$	Federal funds from DOJ- OJJDP
Total	\$75,000	\$	\$	
Appropriation No:	2120030305	Amount:	\$75,000	
			\$	
			\$	
			\$	
			\$	

JUN 18 2016

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

		\$
		\$
	Total	\$75,000

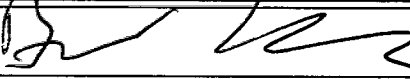
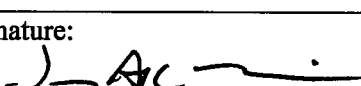
Has current fiscal year budget detail been entered into Vantage? Yes No


11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

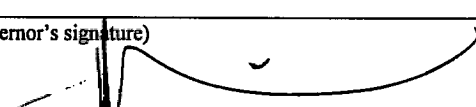
Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: 	Date: 6/10/2016
	Title: Programs Manager, DAVID KENNEDY	
	Signature: 	Date: June 13, 2016
	Title: Senior Programs Manager, JEREMY ZIEGLER.	

Approved:  (Secretary or designee signature) Date: 6/28/16

Check One Box:
 Accepted
 Rejected (Governor's signature)  Date: 6/29/16

Required GRANT Documentation

- | | |
|---|---|
| <input type="checkbox"/> Request Memo | <input type="checkbox"/> Notice of Donation (if any) |
| <input type="checkbox"/> Dept. project approval (if applicable) | <input type="checkbox"/> Grant (Project) Timeline (if applicable) |
| <input checked="" type="checkbox"/> Notice of Award | <input type="checkbox"/> Request for Extension (if applicable) |
| <input type="checkbox"/> Grant Agreement | <input type="checkbox"/> Form AA-1PN attached (if applicable) |
| <input checked="" type="checkbox"/> Grant Budget | |

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

Daniel Dickerson

From: Kennedy, David <David.Kennedy@vermont.gov>
Sent: Wednesday, July 06, 2016 2:41 PM
To: Daniel Dickerson
Subject: National CASA Grant information
Attachments: VT10752 T&C.DOCX

Hello Dan—

I just returned to the office and received your message. Attached please find the Terms and Conditions letter from National CASA along with the emailed notice of award received on June 30th pasted below this email. You had also asked for a brief description of the grant purpose which is as follows:

NCASA Statewide Awareness and Recruitment Grant Summary

The Vermont Guardian ad Litem Program (VTGAL) was awarded a \$75,000 Statewide Awareness and Recruitment Grant for FY17 from National CASA (NCASA). The purpose of this grant is to develop awareness and recruitment campaigns that allow VTGAL to recruit, train and assign 50 new GAL volunteers by the end of the grant term and serve 132 new children 17 or younger. VTGAL will utilize this grant to obtain a consultant who will develop a statewide awareness campaign with additional focus on Franklin and Grand Isle, awareness templates which can be used in subsequent years to continue the campaign (e.g., press releases, public notices, etc.), increase the hours of current staffing, and cover the projected additional mileage reimbursement costs associated with the increased hours and with the grant.

This is a one year grant; however, if VTGAL “successfully complete all grant accountability requirements and timely progress toward reaching first-year goals will be eligible for a second-year award at full funding, as determined by National CASA Association.” Since the goal for new volunteers falls within VTGAL’s average number of new volunteers and the other requirements are within the typical scope of the work being done, VTGAL should be eligible for the award in FY18 as well.

In your message you indicated that you recently received the information and would forward it to the Committee, and I appreciate you doing so. Do you know when this will be decided upon? When you and I spoke you indicated that it would take 30 days from when they received the AA-1 and I am not sure if that meant from when I left it with your administrative assistant on June 13th or a different date. The funding could be made available as soon as July 15th assuming I can accept the grant, and I know I will need to request additional time, but I am hoping I can provide the funder with an approximate date in that request. Any guidance you can provide is greatly appreciate.

Thank you in advance and please do not hesitate to contact me with any questions.

Best,

Dave

PLEASE NOTE: MY EMAIL ADDRESS IS NOW David.Kennedy@Vermont.gov

David Kennedy, JD
Programs Manager, Guardian Ad Litem

Office of the Court Administrator
State of Vermont
109 State St.
Montpelier, Vt. 05609-0701
802-828-6514 (phone)
802-828-3457 (fax)



The National Court Appointed Special

100 West Harrison Street • North Tower, Suite

206.270.0072 • 800.628.3233 • 206.270.007

David Kennedy
Vermont GAL Program
109 State Street
Montpelier, VT 05609-0002

Dear David,

Congratulations! Your program has been selected for a 2016 National CASA **State Awareness and Recruitment Campaign Sub-grant** award based on the application you recently submitted. We are pleased to support your important work as a state organization and in support of local programs providing quality volunteer advocacy for abused and neglected children.

Enclosed is your 2016 National CASA grant Terms and Conditions (T&C) Agreement that contains specific information on your award. Please read the entire T&C document and initial all pages in the space provided on the bottom left corner, then sign the signature page of the agreement. Board President or Governing Body Administrator information must be completed. The entire contract must be returned to National CASA by **July 8, 2016**. Please keep a copy for your files. We will send you the countersigned signature page via email.

Grant payments will be disbursed to your bank account electronically. The first disbursement is scheduled for **July 15, 2016**. You may charge expenses to your grant from the beginning of the grant period, which starts **July 1, 2016**.

Please complete and submit the following with your signed Terms and Conditions Agreement. Please note that your program's first grant disbursement will not be processed until we received all the required documents.

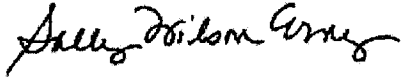
- 1) EFT Authorization Form (if applicable)
- 2) **Appendix C** read and answer all questions
- 3) Submit a complete board/governing body list which lists Name, Board Position, Email/Phone, Affiliation, Years on the Board and Term-Ending Date.
- 4) Submit all requirements stated under the **Funding Conditions**

Enclosed is a document with instructions on how to access the online Grantee Budget Information System (GBIS) through CASAforChildren.org. To access GBIS you will need your Login Name: **NC-10752** Password: **VT09999**

Conference Calls and Webinars – Cohort conference calls and webinars for Statewide Awareness and Recruitment Grantees will be held regularly to share ideas, lessons learned and to ensure brand consistent marketing activities and application of Return of Investments (ROI) best practice metrics.

We look forward to working with you as you implement the activities and work toward the goals of your grant. If you have any questions please feel free to contact me at sallye@casaforchildren.org or 1-800-628-3233 x 245.

Sincerely,

A handwritten signature in black ink that reads "Sally Wilson Erny". The signature is written in a cursive style with a large initial 'S'.

Sally Wilson Erny
Chief Program Officer

**NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION
2016 GRANT TERMS AND CONDITIONS AGREEMENT**

NAME AND ADDRESS OF GRANTOR:

The National Court Appointed Special Advocate Association (National CASA)
100 West Harrison Street, North Tower, Suite 500
Seattle, WA 98119

NAME AND ADDRESS OF GRANTEE:

Vermont GAL Program
109 State Street
Montpelier, VT 05609-0002

GRANT TYPE: State Awareness and Recruitment Campaign Sub-grant

GRANT CONTRACT NUMBER: VT10752-15-0716-S1

AMOUNT OF AWARD: \$75,000.00

The funds awarded are federal funds from the Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP) (CFDA – 16.726)

DURATION: July 1, 2016 to June 30, 2017, unless terminated earlier, pursuant to these terms and conditions.

FUNDING CONDITIONS: Provide projection of recruitment and training schedule due to proposed timeline to demonstrate ability to meet grant goals during the grant period.

SPECIAL CONDITIONS: Please provide information requested on Appendix C: If you are not a publicly administered program please provide a board/governing body list which lists Name, Board Position, Email/Phone, Affiliation, Years on the Board and Term-Ending Date.

BUDGET INFORMATION:

Please be advised that your grant award may have been rounded up to the nearest one thousand dollars. The additional funds have been placed in the 'Other' category. You may submit a **Grant Budget Adjustment** Request via the Grantee Budget Information System (GBIS) to transfer these funds into another line item.

Personnel	\$29,848.00
Taxes and Benefits	\$2,392.00
Travel	\$16,880.00
Printing	\$3,550.00
Supplies	\$4,500.00
Equipment	\$0.00
Rent & Utilities	\$0.00
Other	\$17,830.00
Total	\$75,000.00

Initials _____

1. GENERAL GRANTEE REQUIREMENTS

MEMBERSHIP/GENERAL

- A. Grantee must be a provisional or full program member of the National CASA Association prior to release of grant funds and throughout the duration of the grant period.
- B. Grantees shall notify National CASA in writing if the director of the program or the person responsible for oversight of the grant resigns or is removed from their position or when the absence of this individual is expected to exceed a continuous period of one month. In such situations, adequate alternative plans for the conduct of grant activities must be made.
- C. Grantees shall notify National CASA in writing in the event of a change in governance structure, merger with another program as well as when an employee paid for by grant funds experiences a change in work status.
- D. Grantee shall notify National CASA in writing when the person being paid for by the grant is no longer in their position.
- E. Grantee shall notify National CASA if the grant is funding a remote site and the remote site is closed.

INTERNAL CONTROLS

- F. Grantees are required to acquire and maintain the technological capacity to access the internet and communicate via email.
- G. If the grantee has applied for and received this grant as an organization exempt from federal income tax under IRS Section 501(c)(3), the grantee will immediately inform National CASA of any change in or challenge to that status.
- H. Grantees are required to use timesheets for grant funded positions.
- I. Grantees must establish and maintain a comprehensive plan for mitigating the risk to the program, its employees, volunteers and board members.
- J. Grantee is required to send to National CASA any audit findings or questioned costs from any (private or government) audit report.
- K. All financial records, supporting documents, statistical records, and all other records pertinent to this award must be kept for at least 4 years following notification by National CASA that this grant has been closed. These records may be retained in an electronic format.

PUBLIC RELATIONS

- L. Grantees will acknowledge affiliation with National CASA on all brochures, newsletters, news releases, stationery and annual reports produced during the grant period by including one of the following: the CASA logo, the words "A CASA Program" or the words "A Member of the National CASA Association."
- M. The state organization uses the name CASA or identifies itself as a member of National CASA on all promotional materials.
- N. When using the National CASA trademarks (including word marks, slogans and logos), the state organization adheres to National CASA graphic standards
- O. Grantee approves the use of photos or other materials that may be generated in connection with a grant. Such materials may be used by National CASA and its partners in newsletter articles, event materials, etc.

Initials _____

- P. Grantee will acknowledge the grant via a minimum of one public relations outlet (press release, website, Facebook post or print publication) to help generate awareness of National CASA and its public and private partnerships.
- Q. Grantee will cooperate with National CASA's efforts to strengthen its funding partnerships by sharing local success stories and, where applicable, work with National CASA in identifying speakers for local partner functions and/or events.

2. REPORTING REQUIREMENTS

Type	Description
Grantee Expense Reports	Grantees must report their grant expenses on a monthly basis using the Grantee Budget Information System (GBIS). A program number and password are listed on the award letter. Monthly expense reports must contain the actual expenditures as incurred for the reporting period. Grantees are required to file expense reports by the 15 th of the month in order to receive a disbursement by the 1st of the following month, adjusted for cash on hand. 1 st Expense Report is due August 15, 2016
Quarterly Phone Calls	Designated National CASA Staff will contact grantee at least quarterly. You will receive a reminder email prior to the call.
Grantee Narrative Reports	A narrative report detailing the progress of grant activities is required of all grantees at six months into the grant cycle. A final narrative report is required at the end of the grant period and must detail the overall progress towards achievement of grant goals. On-line forms will be provided by National CASA one month prior to the reporting deadline.
Marketing Strategy	As part of your marketing strategy, mechanisms for gauging the success of the implementation are required. This information will be required to be reported in the final narrative submitted upon the completion of the grant. In addition to the number of recruited volunteers, measurements should capture overall increases in the number of volunteer inquiries received as a result of awareness campaign activities, as well as track what caused people to act (billboard, radio ad, social media post, presentation, etc.). Wherever possible, social media campaigns should provide a final report that shows the likes/shares earned by different posts, number of click-throughs to website, and if the visitor is asked to complete an action, i.e. complete a volunteer interest form, the number of people that complete the action. A template to help you detail and execute the strategy you will employ (based on your unique grant) is attached. National CASA will be hosting a webinar to assist you in transferring the activities, goals and objectives you've outlined in your grant to this template within the next 90 days.
Semiannual Grantee Report	Reports will be completed semi-annually on-line. You will receive a reminder email one month prior to the due dates. Reporting tools are available on our website CasaForChildren.org
Life Skills Assessments	Grantees will ensure volunteers and youth 14 and older submit assessments on-line. Pre assessment within one to two months upon assignment to case and Post assessment one year later or

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	when the case closes.
Volunteer Knowledge Survey	Grantees will ensure volunteers submit knowledge survey on-line. Pre survey before volunteers begin the <i>Fostering Futures</i> Training and Post survey after they complete the training.
Program Six-Month Report	The grantee must report, among other information, the number of children served by the program, and the number of volunteers trained and assigned, on a six month basis. The grantee is responsible for confirming actual due dates online. You will receive a reminder email one month prior to the due dates.
Annual Program Survey	The grantee must complete and submit the Annual Program Survey distributed by National CASA. Annual surveys are due in February. You will receive a reminder email one month prior to the due date.

Failure to submit accurate monthly expense reports and any of the reports listed above by the required due dates will be considered a violation of this agreement and may result in the withholding of grant payments until corrective action as specified by National CASA has been completed. Failure to meet corrective action conditions in a timely manner may result in suspension or termination of grant funds, and/or future funding.

3. DISBURSEMENT OF GRANT FUNDS

Most grant funds will be disbursed on a monthly basis by Electronic Funds Transfer (EFT). EFT disbursements will be transmitted beginning at the start of the grant period, subject to the availability of funds. Grant disbursements will be made each month upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period. Grant disbursements will be made on a monthly basis over the life of the award. Monthly grant payments will be made in the amount equal to approximately one-twelfth of the total award. If the amount of your cash on hand (the amount of funds disbursed to the program minus the expenses) is more than double your normal monthly disbursement, the next disbursement may not be processed until your program's spending increases; this will not affect your grant award amount.

Grant cannot be publicized and funds cannot be disbursed until National CASA receives this terms and conditions agreement signed by the Executive/Program Director and Board President/ Governing Body Administrator. Grant funds may be kept in an interest bearing account. However, interest earned in excess of \$250 per year must be remitted to the National CASA Association.

4. GRANT ADJUSTMENTS

Any budget adjustment over **\$500.00** in any one grant category requires National CASA approval prior to incurring the expense. Grantees must explain the basis for the proposed adjustment in GBIS.

5. ACCOUNTING SYSTEM

Grantees must establish and maintain an adequate system of accounting and internal controls. An acceptable system is one that accounts for receipt of funds under each funding source and by category of expenditure; assures that expended funds are applied to the appropriate budget category; presents and classifies historical costs of the grant as required for budgetary and evaluation purposes; provides adequate cost controls to assure optimal use of grant funds; is integrated with a system of internal controls adequate to safeguard the funds and assets of the

Initials _____

program; meets the prescribed requirements for periodic financial reporting of operations and provides financial data for planning and evaluation of costs and budget projections.

Equipment and materials purchased with grant funds must be used by the grantee in the program or project activity for which it was acquired for as long as needed, whether or not the project or program continues to be supported by grant funds. Title to equipment acquired under the grant will vest in the grantee.

6. EXTENSIONS

Extensions to the grant period will not be permitted by National CASA except in rare circumstances. If a grantee believes that an extension is necessary, a written extension request must be submitted at least forty-five (45) days before the end of the grant period.

7. REPAYMENT OF FUNDS/FUTURE FUNDING

Grantees must repay funds for expenditures that are found to be unallowable. Upon completion of the grant period or termination of this grant for any reason, the grantee will repay to National CASA any remaining unexpended grant funds.

The grantee acknowledges that National CASA has made no actual or implied promise of funding except for the amounts specified by this agreement based on available funding. If any of the grant funds are returned or if the grant is rescinded, the grantee acknowledges that National CASA will have no further obligations to the grantee in connection with this grant as a result of such return or rescission.

8. NATIONAL CASA GRANT MONITORING POLICY

National CASA may conduct both desk monitoring and onsite visits to selected grantee programs to assess the progress of the CASA program in implementing the grant activities and to ensure that accurate financial records are being maintained and that adequate controls are in place. When notified that the program is being scheduled for monitoring, the grantee agrees to cooperate by making the requested personnel and documentation available. When the monitoring is complete, a report will be issued to the director and board president of the grantee program, the presiding juvenile court judge and to the state organization if the grantee is a local program.

9. USE OF GRANT FUNDS

The grantee may use the grant funds solely for approved project activities and in accordance with the approved project budget. Staff positions funded by the grant may not serve on cases. The grantee is a recipient of grant funds from the National CASA Association that operates under a Grant with the Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) and subject to the applicable restrictions and provisions of this federal funding as described in the Catalogue of Federal Domestic Assistance (CFDA) **16.726** The grantee shall adhere to cost principles established by the Office of Management and Budget in Circular A-122 (http://www.whitehouse.gov/omb/circulars_a122_2004). The grantee shall comply with the attached policy on hiring contractors (Appendix A) and the attached travel policy as required by Federal Per Diem regulations (Appendix B).

10. LOBBYING & POLITICAL ACTIVITIES

Grant funds shall not be used to conduct activities directed at legislative or executive agencies, or to influence, directly or indirectly, legislation, executive orders or similar promulgations by federal, state or local agencies. No grantee shall contribute or make available grant funds,

Initials _____

personnel or equipment to any political party or association, or the campaign of any candidate for public or party office.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

If 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 undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobby Activities,” in accordance with its instructions (www.whitehouse.gov/omb/grants/grants_forms.aspx).

More information regarding lobbying and grant restrictions can be found in the Office of Justice Programs, Financial Guide 2011, Part III - Chapter 18: Unallowable Costs (www.ojp.usdoj.gov/financialguide). National CASA grantees must adhere to these restrictions.

11. FUNDRAISING

Grant funds shall not be used for costs of organized fundraising including financial campaigns, endowment drives, gift solicitation and similar expenses incurred to raise capital or obtain contributions.

12. CONFLICT OF INTEREST

No official, board member, volunteer or employee of a grantee organization shall participate personally through decisions, approval, disapproval, contract or other particular matter in which award funds are used, where his/her immediate family has a financial or personal interest. Any official, board member, volunteer or employee of a grantee shall avoid any action which might result in or create the appearance of using an official position for private gain or affecting adversely the confidence of the public in the integrity of the CASA program or National CASA.

13. NONDISCRIMINATION

Neither the grantee nor any party with whom the grantee enters into a subcontract shall discriminate on the basis of race, color, sex, religion, nationality, marital status, sexual orientation, age or disability in the employment or application for employment or in the administration or delivery of services under this grant. The grantee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. Failure to comply shall be grounds for termination of the grant.

14. DEBARMENT OR SUSPENSION

The grantee assures that neither the program nor any of its principals are 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.

15. COMPLIANCE WITH STANDARDS

The grantee assures that the program is in compliance with Standards for State CASA/GAL Organizations

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16. AUDIT REQUIREMENTS

Grantees may be subject to audit requirements as set forth by the Federal Government under Office of Management and Budget (OMB) Circular A-133.

(http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

Under these requirements, organizations expending \$500,000 or more in federal financial assistance in any fiscal year are required to conduct an A-133 Single Audit in accordance with Generally Accepted Accounting Principles (GAAP) for that fiscal year.

Grantees with audit findings are required to provide National CASA with a written corrective action plan for addressing any unresolved audit findings from the prior year end, as well as addressing any current findings. The plan should provide the name of the contact person responsible for the corrections and the projected completion date. Failure of the grantee organization to resolve audit questions may result in suspension or termination of grant funds.

17. CONSEQUENCES OF NON-COMPLIANCE WITH TERMS AND CONDITIONS AGREEMENT

In the case of any violation of the terms and conditions of the grant, or in the event of the loss of federal funds from which this grant is made, the National CASA Association reserves the right in its absolute discretion to terminate the grant. If the termination results from acts or omissions of the grantee, including but not limited to misappropriation, nonperformance of required activities, or fiscal mismanagement, the grantee shall return to National CASA immediately any funds, whether misappropriated or unexpended, which have been paid to the grantee by National CASA. National CASA will review both the quality of the work completed and progress toward achieving the goals of the grant. If at any time National CASA determines the grantee is incapable of satisfactorily completing the work of the grant, National CASA may, at its discretion, declare the grant terminated. The determination as to the quality of work being performed, the progress being made toward the goals of the grant and the grantee's ability to satisfactorily complete the work of the grant will be final and will be binding and conclusive.

18. DISCLOSURE

The grantee shall promptly refer to National CASA any credible evidence that a principal employee, agent, contractor, sub-grantee, subcontractor, or other persons has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertinent to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving these funds.

19. APPLICABLE LAW

The grantee will operate in accordance with all applicable federal, state and local laws and ordinances. This agreement shall be interpreted in accordance with the laws of the State of Washington.



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**THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION
2015 GRANT TERMS AND CONDITIONS**

The Executive Director of organization and Board President or Governing Body Administrator must sign the Terms and Conditions Agreement for the grant. If the CASA program operates as a part of an umbrella organization, the Executive Director of the umbrella program must sign the agreement. **This signed agreement must be email to Coral Edward, corale@casaforchildren.org or fax 206-270-0078 no later than July 8, 2016**

GRANTOR:	The National CASA Association
CFO/Deputy CFO:	Bob Bright/Charlie McNamara
Phone Number:	800.628.3233
Date:	
Signature:	
GRANTEE:	
CASA/GAL Program:	
Umbrella Organization (if applicable):	
PROGRAM DUNS NUMBER*	
Address DUNS NUMBER is registered under:	
National CASA Program Number:	
Mailing Address:	
City, State and Zip:	
Phone Number:	
Email Address:	
Executive Director:	
Date:	
Signature:	
Board President/Governing Body Administrator:	
Title:	
**Mailing Address:	
**City, State and Zip:	
**Phone Number:	
**Email Address:	
Date:	
Signature:	

****Must provide an address and phone number that is different from the program information listed above. *Requirement: Dun and Bradstreet (D&B) provides a D-U-N-S number, a unique nine-digit identification number and is a requirement for all US Federal Government grantees or sub-grantees. For more info: <http://fedgov.dnb.com/webform>.**

Initials _____

APPENDIX A

This is an excerpt from the IRS tax code to help you determine when it is appropriate to hire a person as an independent contractor or an employee. Grantees are expected to review and adhere to all IRS regulations beyond this summary.

INDEPENDENT CONTRACTOR VS. EMPLOYEE

To determine whether a worker is an independent contractor or an employee, you must examine the relationship between the worker and the business. All evidence of control and independence in this relationship should be considered. The facts that provide this evidence fall into three categories—**Behavioral Control, Financial Control and the Type of Relationship** itself.

Behavioral Control covers facts that show whether the business has a right to direct and control how the work is done, through instructions, training or other means.

Financial Control covers facts that show whether the employer or business has a right to control the business aspects of the worker's job. This includes: The extent to which the worker has unreimbursed business expenses, the extent of the worker's investment in the business, the extent to which the worker makes services available to the relevant market, how the business pays the worker and the extent to which the worker can realize a profit or incur a loss.

Facts covered by Type of Relationship include: written contracts describing the relationship the parties intended to create; the extent to which the worker is available to perform services for other, similar businesses; whether the business provides the worker with employee-type benefits, such as insurance, a pension plan, vacation pay or sick pay; and the permanency of the relationship.

National CASA Association Policy:

To coincide with the Federal tax code, National CASA places the following requirements on hiring people in CASA programs with National CASA grant funds.

All individuals hired for programmatic positions must be employees, and the taxes and benefits for these positions must be paid with National CASA funds in equal proportion to the associated salary. Programmatic positions would be Program Director, Volunteer Coordinator/Supervisor/Recruiter, and Community Outreach.

The use of contractors is allowable only for non-central or short term functions such as data entry, public relations, systems consultants or other project-specific work.

Independent service agreements, whose daily rates exceed \$650 per day (\$81.25 per hour) need to go through a competitive bidding process. Bids must be kept on file and submitted to the National CASA grants department upon request. Pay for consultants must be reasonable and consistent with that paid for similar services in the marketplace. Please note that the qualifications and expertise of all consultants/contractors must be reviewed by National CASA Association prior to contracting.

Initials _____

APPENDIX B

TRAVEL AND FEDERAL PER DIEM POLICY

All events that are supported partially or fully with these Federal funds that involve 30 or more participants must not exceed federal per diem rates for lodging costs.

- This policy affects grant sponsored training, seminars, workshops or any other gathering of 30 or more participants that requires lodging.
- If you do not have a written travel policy, you must follow the federal policy for all travel and per diem rates.
- The threshold is 30 participants in the conference, training, etc. It does not include speakers unless the speaker is also a participant.
- For meetings involving fewer than 30 participants, lodging costs must be reasonable and be in accordance with a written travel policy otherwise federal per diem lodging rates will apply.

Other travel requirements:

- Lodging bills must be itemized and a receipt for payment attached if applicable. These are to be remitted to the CASA program.
- All travelers must remit the passenger coupon for air transportation to the CASA program.
- The maximum federal reimbursement rate for mileage is the current IRS rate.

No food & beverages for planned events (meetings, conferences, and or trainings) can be charged to federal funding (NCASAA grants). This includes breakfasts, lunches, dinners, or snacks for breaks purchased for groups. It **does not** apply to individual meal per diem rates for those traveling on grant related business.

The only exception in providing meals to groups would be if the event is to be held in a remote rural area where there is not a location where sustenance can be otherwise attained. Please be aware that preapproval for this exception must be obtained from National CASA prior to the event.

Please review the federal per diem website for a complete description of federal per diem policies (www.gsa.gov). See the Per Diem Rates tab.

Initials _____

APPENDIX C

FINANCIAL MANAGEMENT AND INTERNAL CONTROLS

Please check corresponding box for the following questions.
(Click on box and select "checked")

1. Do you have internal financial/accounting controls for your organization?
 No **Yes**

2. Are the internal financial/accounting controls board approved?
 No **Yes**

3. Do you have an annual audit or financial review?
 No **Yes**

4. Is the auditor selected and approved by the board?
 No **Yes**

5. Do you go out to bid/competition at least every 5 years for audit/review services?
 No **Yes**

6. Does the organization provide financial reporting to the board at least quarterly?
 No **Yes**

7. Does your board have a finance committee responsible for audit and financial review?
 No **Yes**

8. If you answered no to any of the above listed questions please explain. Please use additional pages if required.

- 9.

Initials _____