



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: James Reardon, Commissioner of Finance & Management  
From: Nathan Lavery, Fiscal Analyst  
Date: August 10, 2009  
Subject: JFO #2383, #2384, #2385, #2386

No Joint Fiscal Committee member has requested that the following items be held for review:

**JFO #2383** — \$15,750 grant from the University of Delaware Research Office to the Agency of Agriculture, Food and Markets. These grant funds be used to conduct a one day workshop and a webinar series on risk management and human resources for VT dairy producers.

[JFO received 7/10/09]

**JFO #2384** — \$14,782 grant from the Mary Imogene Bassett Hospital to the Agency of Agriculture, Food and Markets. These grant funds be used to produce and translate into Spanish safety training videos for VT dairy producers with Hispanic employees.

[JFO received 7/10/09]

**JFO #2385** — \$10,000 grant from the National Alcohol Beverage Control Association to the Department of Liquor Control. These grant funds be used to provide updated materials for public outreach and officer education related to prevention of underage consumption of alcohol.

[JFO received 7/10/09]

**JFO #2386** — \$30,000 grant from the National Court Appointed Special Advocate Association to the Judiciary – Trial Court Operations Division. These grant funds be used to hire a limited service coordinator to expand the guardian ad litem program in Chittenden County.

[JFO received 7/10/09]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since these items were submitted to the Joint Fiscal Committee, the Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Roger Allbee, Secretary  
Michael Hogan, Commissioner  
Robert Greemore, Court Administrator



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee Members  
From: Nathan Lavery, Fiscal Analyst  
Date: July 13, 2009  
Subject: Grant Requests

Enclosed please find four (4) requests that the Joint Fiscal Office has received from the administration:

**JFO #2383** — \$15,750 grant from the University of Delaware Research Office to the Agency of Agriculture, Food and Markets. These grant funds be used to conduct a one day workshop and a webinar series on risk management and human resources for VT dairy producers.  
[JFO received 7/10/09]

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[JFO received 7/10/09]

**JFO #2386** — \$30,000 grant from the National Court Appointed Special Advocate Association to the Judiciary – Trial Court Operations Division. These grant funds be used to hire a limited service coordinator to expand the guardian ad litem program in Chittenden County.  
[JFO received 7/10/09]

The Joint Fiscal Office has reviewed these submissions and determined that all appropriate forms bearing the necessary approvals are in order. In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; [nlavery@leg.state.vt.us](mailto:nlavery@leg.state.vt.us)) if you have questions or would like an item held for Joint Fiscal Committee review. Unless we hear from you to the contrary by July 27 we will assume that you agree to consider as final the Governor's acceptance of these requests.

cc: James Reardon, Commissioner  
Roger Allbee, Secretary  
Michael Hogan, Commissioner  
Robert Greemore, Acting Court Administrator



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Representative William Lippert

From: Nathan Lavery, Fiscal Analyst

Date: July 13, 2009

Subject: JFO #2386

Representative Michael Obuchowski asked that I forward to you a copy of the enclosed grant materials and cover memo. He requests your observations regarding the enclosed item.

cc: Rep. Michael Obuchowski  
Stephen Klein

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

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

Agency of Administration

**STATE OF VERMONT**  
**FINANCE & MANAGEMENT GRANT REVIEW FORM**

<b>Grant Summary:</b>		This grant is for expansion the Guardian Ad Litem (GAL) CASA program to Chittenden County through hiring a limited Service Coordinator to recruit and train GALs for Chittenden County..			
<b>Date:</b>		7/1/2009			
<b>Department:</b>		Judiciary			
<b>Legal Title of Grant:</b>		National Court Appointed Special Advocate Association (CASA) Program Expansion Grant			
<b>Federal Catalog #:</b>		N/A			
<b>Grant/Donor Name and Address:</b>		National Court Appointed Special Advocate Association, 100 West Harrison Street, North Tower, Suite 500, Seattle Washington 98119			
<b>Grant Period:</b>		<b>From:</b>	<b>To:</b>		
		7/1/2009	6/30/2010		
<b>Grant/Donation</b>		30,000			
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$30,000	\$	\$	\$30,000	
<b>Position Information:</b>		<b># Positions</b>	<b>Explanation/Comments</b>		
		1	See Memo from Bob Greemore. This will be a limited service position.		
<b>Additional Comments:</b>					
<b>Department of Finance &amp; Management</b>				<i>[Signature]</i> 7/2/09	(Initial)
<b>Secretary of Administration</b>				<i>[Signature]</i> 7/6/09	(Initial)
<b>Sent To Joint Fiscal Office</b>				7/7/09	Date

**RECEIVED**

JUL 10 2009

**JOINT FISCAL OFFICE**

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

BASIC GRANT INFORMATION			
<b>1. Agency:</b>	Judicial Branch		
<b>2. Department:</b>	Trial Court Operations Division		
<b>3. Program:</b>	Guardian ad Litem Program		
<b>4. Legal Title of Grant:</b>	National Court Appointed Special Advocate Association (CASA) Program Expansion Grant		
<b>5. Federal Catalog #:</b>	Contract Number VT10752-09-0709-E1		
<b>6. Grant/Donor Name and Address:</b> National Court Appointed Special Advocate Association, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119			
<b>7. Grant Period:</b>	<b>From:</b>	7/1/2009	<b>To:</b> 6/30/2010
<b>8. Purpose of Grant:</b> Hire a limited service coordinator to expand CASA program to Chittenden County, VT to recruit, screen, and train new GALs and improve quality of child advocacy in child abuse and neglect cases through supervision and support.			
<b>9. Impact on existing program if grant is not Accepted:</b> No funds will be available to support GALs in Chittenden County where there is the largest population of abused and neglected children.			

10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2010	FY	FY	
Personal Services	\$24,711	\$	\$	
Operating Expenses	\$5,289	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	<b>\$30,000</b>	<b>\$</b>	<b>\$</b>	
Revenues:				
State Funds:	\$0	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source CASA;CJA)	\$30,000	\$	\$	
<b>Total</b>	<b>\$30,000</b>	<b>\$</b>	<b>\$</b>	
<b>Appropriation No:</b>	2120000000	<b>Amount:</b>	\$30,000	
			\$	
			\$	
			\$	

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

		\$
		\$
		\$
	<b>Total</b>	\$30,000

**PERSONAL SERVICE INFORMATION**

**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
237102	1	GAL Regional Coordinator Position no.
<b>Total Positions</b>	1	

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

**13. AUTHORIZATION AGENCY/DEPARTMENT**

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: <i>Robert Freeman</i>	Date: <i>5/29/09</i>
	Title: <i>ACTING COURT ADMINISTRATOR</i>	
	Signature:	Date:
	Title:	

**14. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/> Check One Box: Accepted	<i>[Signature]</i> (Governor's signature)	<i>7/6/09</i>
<input type="checkbox"/> Rejected		Date:

**15. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/> Check One Box: Request to JFO	<i>[Signature]</i> (Secretary's signature or designee)	
<input type="checkbox"/> Information to JFO		Date: <i>7/6/09</i>

**16. DOCUMENTATION REQUIRED**

**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 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 type="checkbox"/> Grant Budget	

**End Form AA-1**

MEMORANDUM

To: Tony Hartrich, Department of Finance and Management;  
Joint Fiscal Committee

From: Robert Greemore, Acting Court Administrator



Date: June 30, 2009

Re: AA-1 for GAL Program Grant

A limited service position in the Judicial Branch has been approved under the branch's human resources policies and procedures including the procurement of a position number. This position is being converted from a non-vacant permanent position no longer needed.

We are seeking JFC approval of our AA-1. Please do not hesitate to contact me if you need additional information. Thank you, Tony.

cc: Mary Hayden, GAL Program, CAO

**THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION  
2009 GRANT TERMS AND CONDITIONS**

The Executive Director of organization and Board President or Administrator (if applicable) must sign the Terms and Conditions Agreement for the grant. If the CASA program operates underneath an umbrella program, the Executive Director of the umbrella program must sign the agreement. **This agreement must be returned to the following address no later than Monday, June 15, 2009:** National CASA Grants Program, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119.

**COPY**  
J-F

<b>GRANTOR:</b>	The National CASA Association
CFO / Controller:	Tom Dunn / Charlie McNamara
Mailing Address:	100 W. Harrison, North Tower, #500
City, State and Zip:	Seattle, WA 98119
Phone Number:	800.628.3233
Date:	
Signature:	

<b>GRANTEE:</b>	Vermont Guardian ad Litem Program
CASA/GAL Program:	
Umbrella Organization (if applicable):	N/A
National CASA Program Number:	10752
Mailing Address:	109 State Street
City, State and Zip:	Montpelier, VT 05609
Phone Number:	(802) 828-6514
Email Address:	
Executive Director:	Robert Greenmore, Acting Court Administrator
Date:	May 29, 2009
Signature:	<i>Robert Greenmore</i>

**\*Must provide an address and phone number that is different from the program information listed above**

Board President/Administrator:	
Title:	
*Mailing Address:	
*City, State and Zip:	
*Phone Number:	
*Email Address:	
Date:	
Signature:	



## APPENDIX A

### SPECIAL CONDITIONS

#### NEW PROGRAM DEVELOPMENT AND PROGRAM EXPANSION GRANTEES:

The New Program Development and Program Expansion grants are two-part awards (based on available funding and successful progress of grant goals). Grantees that receive the first year of funding, either a New Program Development 1 (N1) or an Expansion 1 (E1) award will be eligible to take part in an abbreviated application process for a second year of funding. The award from this process will be designated as a New Program Development 2 (N2) or Expansion 2 (E2) grant type. Grantees that receive an award for a second year of funding will not be eligible to submit an abbreviated application in the year following the award but may apply for funding through the regular competitive National CASA grants process.

CASA programs will be limited to four years of consecutive funding including renewal grants for either Expansion Grants or a combination of Program Expansion and New Program Development Grants. If a program received two consecutive grants as reference above, that program would be ineligible to apply for Expansion funding for two years. Programs would be eligible for all other funding categories during this time.

New Program Development and Program Expansion grantees are required to send one representative to the 2010 National CASA Conference with the expectation that the representative participate in workshops throughout the day over the course of the conference.

#### DIVERSITY IMPLEMENTATION GRANTEES:

Diversity Implementation Grant funds will be disbursed by check in two equal payments. The first payment will be made at the beginning of the grant period and the second payment will be processed half way through the grant period. Disbursements are processed upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period and upon receipt of the semi-annual narrative report.

Diversity Implementation grantees are required to utilize the National CASA's Outreach Reporting Tool to track outreach activities and the Pre-Post Test to evaluate grant funded trainings on diversity and cultural competency. Completed tools must be submitted to National CASA along with the Final Narrative Report by July 31, 2010. Outreach and Training Tools are available to download at [www.casenet.org/grants](http://www.casenet.org/grants).

#### STATE ORGANIZATION GRANTEES:

State Organization Grant recipients are required to send the State Director to the 2010 National CASA Conference & State Director Meeting.

Initials: mlh

**NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION  
2009 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  
Office of the Court Administrator  
109 State Street  
Montpelier, VT 05609-0002

**GRANT TYPE: Program Expansion**

**GRANT CONTRACT NUMBER: VT10752-09-0709-E1**

**AMOUNT OF AWARD: \$30,000**

The funds awarded are federal funds from the Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP) (CFDA – 16.547).

**DURATION:** July 1, 2009—June 30, 2010, unless terminated earlier, pursuant to these terms and conditions.

**SPECIAL CONDITIONS:** See Appendix A

**FUNDING CONDITIONS**

There are no funding conditions.

**BUDGET INFORMATION:**

Please be advised that your grant award may have been rounded up to the nearest five hundred 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.

Budget Recorded in the Grantee Budget Information System (GBIS):

Personnel	\$18,580
Taxes and Benefits	\$6,131
Travel	\$1,750
Training	\$1,246
Printing	\$0
Supplies	\$0
Equipment	\$1,200
Rent & Utilities	\$0
Other	\$1,093
Total	\$30,000

Initials *MLK*

**1. GENERAL GRANTEE REQUIREMENTS**

- 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 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."
- C. 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.
- D. Grantees are required to acquire and maintain the technological capacity to access the internet and communicate via email.
- E. 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.
- F. Grantees are required to use timesheets for grant funded positions.
- G. Grantees must establish and maintain a comprehensive plan for managing the risk to the program, its employees, volunteers and board members.
- H. Grantee is required to send to National CASA any audit findings or questioned costs from any (private or government) audit report.

**2. REPORTING REQUIREMENTS**

Type	Description	Due Dates
Expense Reports	Grantees must report their grant expenses to National CASA on a monthly basis using the Grantee Budget Information System (GBIS). A program number and password will be sent to you. Monthly expense reports must contain the actual expenditures as incurred for the reporting period.	08/15/09 09/15/09 10/15/09 11/15/09 12/15/09 01/15/10 02/15/10 03/15/10 04/15/10 05/15/10 06/15/10 07/15/10
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. Report forms are provided by National CASA prior to the reporting deadline.	01/31/10 07/31/10

Initials: *mhh*

OJJDP Data Statistical Reports	Using the online reporting tool, OJJDP Reporting in CASAnet Private, the grantee must report the number of children served by the program, and the number of volunteers trained and assigned, on a quarterly basis. These dates may fluctuate slightly; the grantee is responsible for confirming actual due dates online. You will receive a reminder email one month prior to the due dates.	10/19/09 01/18/10 04/23/10 07/19/10
Annual Program Survey	Using the online reporting tool, Annual Program Survey in CASAnet Private, the grantee must complete and submit the annual Program Survey distributed by National CASA.	01/29/10
Final Grant Evaluation	A Final Grant Evaluation is required of all grantees at the end of the grant period. Data is submitted using an online tool located on GBIS.	07/31/10

**Failure to submit an accurate monthly expense report or semi-annual narrative report 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

Grant funds will be disbursed on a monthly basis by Electronic Funds Transfer (EFT). EFT disbursements will be deposited on the first of each month beginning July 1, 2009 subject to the availability of funds. Grant payments will be made each month upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period. Monthly grant payments will be made in the amount equal to 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 reported to National CASA) is more than double your normal monthly disbursement, the next disbursement may not be processed until your program's spending increases; this will not necessarily affect your grant award amount.

If your grant type follows a different disbursement method and/or schedule it will be listed under Special Conditions (Appendix A).

Funds cannot be disbursed until National CASA receives this terms and conditions agreement signed by the Executive/Program Director and Board President/Program 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.

Initials: Mhh

#### **4. GRANT ADJUSTMENTS**

Any budget adjustment over \$500 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 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 audits 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.

Initials: mbk

## 9. USE OF GRANT FUNDS

Staff positions funded by the grant may not serve on cases. The grantee may use the grant funds solely for approved project activities and in accordance with the approved project budget. The grantee is a recipient of grant funds from the National CASA Association under a Cooperative Agreement 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) 16.547. The grantee shall adhere to cost principles established by the Office of Management and Budget in Circular A-122 ([whitehouse.gov/omb/circulars/a122/a122.html](http://whitehouse.gov/omb/circulars/a122/a122.html)). The grantee shall comply with the attached policy on hiring contractors (Appendix C) and the attached travel policy as required by Federal Per Diem regulations (Appendix D).

## 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, 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](http://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 2008, Part III - Chapter 16: Unallowable Costs ([www.ojp.usdoj.gov/financialguide](http://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.

Initials: mbh

## **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. 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 ([whitehouse.gov/omb/circulars/a133/a133.html](http://whitehouse.gov/omb/circulars/a133/a133.html)). 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.

## **16. 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

Initials: *mhh*

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.

#### 17. 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.



Initials: mhh

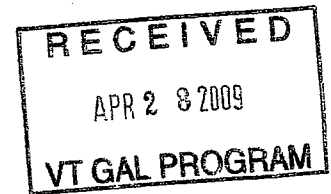




**The National Court Appointed Special Advocate Association**

100 West Harrison Street • North Tower, Suite 500 • Seattle, WA 98119  
206.270.0072 • 800.628.3233 • 206.270.0078 F • www.nationalcasa.org

April 20, 2009



Mary Hayden  
Vermont GAL Program  
Office of the Court Administrator  
109 State Street  
Montpelier, VT 05609-0002

Dear Mary Hayden:

Congratulations! It is my pleasure to inform you that your program has been selected to receive a 2009 National CASA Association Program Expansion grant in the amount of \$30,000. The grant period for this award is July 1, 2009 to June 30, 2010.

The Terms & Conditions of the grant agreement as well as the Electronic Funds Transfer (EFT) Authorization Form will be sent to you at the beginning of May. Those documents will need to be signed and returned to us.

This funding is subject to the availability of the U.S. Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant funds, your first grant disbursement will be sent on July 1, 2009. Please be aware that funding is contingent on federal award approval.

The staff at National CASA look forward to assisting you as your program works to accomplish its goal of providing quality advocacy for abused and neglected children.

Sincerely,

Michael S. Piraino, Chief Executive Officer

Enclosures



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

Agency of Administration

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

**STATE OF VERMONT**  
**FINANCE & MANAGEMENT GRANT REVIEW FORM**

<b>Grant Summary:</b>		This grant is for expansion the Guardian Ad Litem (GAL) CASA program to Chittenden County through hiring a limited Service Coordinator to recruit and train GALs for Chittenden County..			
<b>Date:</b>		7/1/2009			
<b>Department:</b>		Judiciary			
<b>Legal Title of Grant:</b>		National Court Appointed Special Advocate Association (CASA) Program Expansion Grant			
<b>Federal Catalog #:</b>		N/A			
<b>Grant/Donor Name and Address:</b>		National Court Appointed Special Advocate Association, 100 West Harrison Street, North Tower, Suite 500, Seattle Washington 98119			
<b>Grant Period:</b>		<b>From:</b>	<b>To:</b>		
		7/1/2009	6/30/2010		
<b>Grant/Donation</b>		30,000			
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$30,000	\$	\$	\$30,000	
<b>Position Information:</b>		<b># Positions</b>	<b>Explanation/Comments</b>		
		1	See Memo from Bob Greemore. This will be a limited service position.		
<b>Additional Comments:</b>					
<b>Department of Finance &amp; Management</b>				<i>[Signature]</i> 7/2/09	(Initial)
<b>Secretary of Administration</b>				<i>[Signature]</i> 7/6/09	(Initial)
<b>Sent To Joint Fiscal Office</b>				7/7/09	Date

**RECEIVED**  
 JUL 10 2009  
**JOINT FISCAL OFFICE**

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

BASIC GRANT INFORMATION			
<b>1. Agency:</b>	Judicial Branch		
<b>2. Department:</b>	Trial Court Operations Division		
<b>3. Program:</b>	Guardian ad Litem Program		
<b>4. Legal Title of Grant:</b>	National Court Appointed Special Advocate Association (CASA) Program Expansion Grant		
<b>5. Federal Catalog #:</b>	Contract Number VT10752-09-0709-E1		
<b>6. Grant/Donor Name and Address:</b> National Court Appointed Special Advocate Association, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119			
<b>7. Grant Period:</b>	<b>From:</b>	7/1/2009	<b>To:</b> 6/30/2010
<b>8. Purpose of Grant:</b> Hire a limited service coordinator to expand CASA program to Chittenden County, VT to recruit, screen, and train new GALS and improve quality of child advocacy in child abuse and neglect cases through supervision and support.			
<b>9. Impact on existing program if grant is not Accepted:</b> No funds will be available to support GALS in Chittenden County where there is the largest population of abused and neglected children.			

10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2010	FY	FY	
Personal Services	\$24,711	\$	\$	
Operating Expenses	\$5,289	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	<b>\$30,000</b>	<b>\$</b>	<b>\$</b>	
<b>Revenues:</b>				
State Funds:	\$0	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source CASA;CJA)	\$30,000	\$	\$	
<b>Total</b>	<b>\$30,000</b>	<b>\$</b>	<b>\$</b>	
<b>Appropriation No:</b>	2120000000	<b>Amount:</b>	\$30,000	
			\$	
			\$	
			\$	

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

			\$
			\$
			\$
		<b>Total</b>	\$30,000

**PERSONAL SERVICE INFORMATION**

**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
237102	1	GAL Regional Coordinator Position no.
<b>Total Positions</b>	1	

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

**13. AUTHORIZATION AGENCY/DEPARTMENT**

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: <i>Robert Freeman</i>	Date: <i>5/29/09</i>
	Title: <i>ACTING COURT ADMINISTRATOR</i>	
	Signature:	Date:
	Title:	

**14. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/> Check One Box: Accepted	<i>[Signature]</i> (Governor's signature)	<i>7/6/09</i>
<input type="checkbox"/> Rejected		Date:

**15. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/> Check One Box: Request to JFO	<i>[Signature]</i> (Secretary's signature or designee)	
<input type="checkbox"/> Information to JFO		Date: <i>7/6/09</i>

**16. DOCUMENTATION REQUIRED**

**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 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 type="checkbox"/> Grant Budget	

**End Form AA-1**

MEMORANDUM

To: Tony Hartrich, Department of Finance and Management;  
Joint Fiscal Committee

From: Robert Greemore, Acting Court Administrator



Date: June 30, 2009

Re: AA-1 for GAL Program Grant

A limited service position in the Judicial Branch has been approved under the branch's human resources policies and procedures including the procurement of a position number. This position is being converted from a non-vacant permanent position no longer needed.

We are seeking JFC approval of our AA-1. Please do not hesitate to contact me if you need additional information. Thank you, Tony.

cc: Mary Hayden, GAL Program, CAO

Expansion

**THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION  
2009 GRANT TERMS AND CONDITIONS**

The Executive Director of organization and Board President or Administrator (if applicable) must sign the Terms and Conditions Agreement for the grant. If the CASA program operates underneath an umbrella program, the Executive Director of the umbrella program must sign the agreement. **This agreement must be returned to the following address no later than Monday, June 15, 2009:** National CASA Grants Program, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119.

**COPY**  
J-F

<b>GRANTOR:</b>	The National CASA Association
CFO / Controller:	Tom Dunn / Charlie McNamara
Mailing Address:	100 W. Harrison, North Tower, #500
City, State and Zip:	Seattle, WA 98119
Phone Number:	800.628.3233
Date:	
Signature:	

<b>GRANTEE:</b>	Vermont Guardian ad Litem Program
CASA/GAL Program:	
Umbrella Organization (if applicable):	N/A
National CASA Program Number:	10752
Mailing Address:	109 State Street
City, State and Zip:	Montpelier, VT 05609
Phone Number:	(802) 828-6514
Email Address:	
Executive Director:	Robert Greenmore, Acting Court Administrator
Date:	May 29, 2009
Signature:	<i>Robert Greenmore</i>

**\*Must provide an address and phone number that is different from the program information listed above**

Board President/Administrator:	
Title:	
*Mailing Address:	
*City, State and Zip:	
*Phone Number:	
*Email Address:	
Date:	
Signature:	

## APPENDIX A

### SPECIAL CONDITIONS

#### **NEW PROGRAM DEVELOPMENT AND PROGRAM EXPANSION GRANTEES:**

The New Program Development and Program Expansion grants are two-part awards (based on available funding and successful progress of grant goals). Grantees that receive the first year of funding, either a New Program Development 1 (N1) or an Expansion 1 (E1) award will be eligible to take part in an abbreviated application process for a second year of funding. The award from this process will be designated as a New Program Development 2 (N2) or Expansion 2 (E2) grant type. Grantees that receive an award for a second year of funding will not be eligible to submit an abbreviated application in the year following the award but may apply for funding through the regular competitive National CASA grants process.

CASA programs will be limited to four years of consecutive funding including renewal grants for either Expansion Grants or a combination of Program Expansion and New Program Development Grants. If a program received two consecutive grants as reference above, that program would be ineligible to apply for Expansion funding for two years. Programs would be eligible for all other funding categories during this time.

New Program Development and Program Expansion grantees are required to send one representative to the 2010 National CASA Conference with the expectation that the representative participate in workshops throughout the day over the course of the conference.

#### **DIVERSITY IMPLEMENTATION GRANTEES:**

Diversity Implementation Grant funds will be disbursed by check in two equal payments. The first payment will be made at the beginning of the grant period and the second payment will be processed half way through the grant period. Disbursements are processed upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period and upon receipt of the semi-annual narrative report.

Diversity Implementation grantees are required to utilize the National CASA's Outreach Reporting Tool to track outreach activities and the Pre-Post Test to evaluate grant funded trainings on diversity and cultural competency. Completed tools must be submitted to National CASA along with the Final Narrative Report by July 31, 2010. Outreach and Training Tools are available to download at [www.casenet.org/grants](http://www.casenet.org/grants).

#### **STATE ORGANIZATION GRANTEES:**

State Organization Grant recipients are required to send the State Director to the 2010 National CASA Conference & State Director Meeting.

Initials: mlh



**NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION  
2009 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  
Office of the Court Administrator  
109 State Street  
Montpelier, VT 05609-0002

**GRANT TYPE: Program Expansion**

**GRANT CONTRACT NUMBER: VT10752-09-0709-E1**

**AMOUNT OF AWARD: \$30,000**

The funds awarded are federal funds from the Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP) (CFDA – 16.547).

**DURATION:** July 1, 2009—June 30, 2010, unless terminated earlier, pursuant to these terms and conditions.

**SPECIAL CONDITIONS:** See Appendix A

**FUNDING CONDITIONS**

There are no funding conditions.

**BUDGET INFORMATION:**

Please be advised that your grant award may have been rounded up to the nearest five hundred 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.

Budget Recorded in the Grantee Budget Information System (GBIS):

Personnel	\$18,580
Taxes and Benefits	\$6,131
Travel	\$1,750
Training	\$1,246
Printing	\$0
Supplies	\$0
Equipment	\$1,200
Rent & Utilities	\$0
Other	\$1,093
Total	\$30,000

Initials *nmh*

**1. GENERAL GRANTEE REQUIREMENTS**

- 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 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."
- C. 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.
- D. Grantees are required to acquire and maintain the technological capacity to access the internet and communicate via email.
- E. 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.
- F. Grantees are required to use timesheets for grant funded positions.
- G. Grantees must establish and maintain a comprehensive plan for managing the risk to the program, its employees, volunteers and board members.
- H. Grantee is required to send to National CASA any audit findings or questioned costs from any (private or government) audit report.

**2. REPORTING REQUIREMENTS**

Type	Description	Due Dates
Expense Reports	Grantees must report their grant expenses to National CASA on a monthly basis using the Grantee Budget Information System (GBIS). A program number and password will be sent to you. Monthly expense reports must contain the actual expenditures as incurred for the reporting period.	08/15/09 09/15/09 10/15/09 11/15/09 12/15/09 01/15/10 02/15/10 03/15/10 04/15/10 05/15/10 06/15/10 07/15/10
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. Report forms are provided by National CASA prior to the reporting deadline.	01/31/10 07/31/10

Initials: *mhh*

OJJDP Data Statistical Reports	Using the online reporting tool, OJJDP Reporting in CASAnet Private, the grantee must report the number of children served by the program, and the number of volunteers trained and assigned, on a quarterly basis. These dates may fluctuate slightly; the grantee is responsible for confirming actual due dates online. You will receive a reminder email one month prior to the due dates.	10/19/09 01/18/10 04/23/10 07/19/10
Annual Program Survey	Using the online reporting tool, Annual Program Survey in CASAnet Private, the grantee must complete and submit the annual Program Survey distributed by National CASA.	01/29/10
Final Grant Evaluation	A Final Grant Evaluation is required of all grantees at the end of the grant period. Data is submitted using an online tool located on GBIS.	07/31/10

**Failure to submit an accurate monthly expense report or semi-annual narrative report 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

Grant funds will be disbursed on a monthly basis by Electronic Funds Transfer (EFT). EFT disbursements will be deposited on the first of each month beginning July 1, 2009 subject to the availability of funds. Grant payments will be made each month upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period. Monthly grant payments will be made in the amount equal to 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 reported to National CASA) is more than double your normal monthly disbursement, the next disbursement may not be processed until your program's spending increases; this will not necessarily affect your grant award amount.

If your grant type follows a different disbursement method and/or schedule it will be listed under Special Conditions (Appendix A).

Funds cannot be disbursed until National CASA receives this terms and conditions agreement signed by the Executive/Program Director and Board President/Program 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.

Initials: mbh

#### **4. GRANT ADJUSTMENTS**

Any budget adjustment over \$500 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 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 audits 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.

Initials: mbh

## 9. USE OF GRANT FUNDS

Staff positions funded by the grant may not serve on cases. The grantee may use the grant funds solely for approved project activities and in accordance with the approved project budget. The grantee is a recipient of grant funds from the National CASA Association under a Cooperative Agreement 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) 16.547. The grantee shall adhere to cost principles established by the Office of Management and Budget in Circular A-122 ([whitehouse.gov/omb/circulars/a122/a122.html](http://whitehouse.gov/omb/circulars/a122/a122.html)). The grantee shall comply with the attached policy on hiring contractors (Appendix C) and the attached travel policy as required by Federal Per Diem regulations (Appendix D).

## 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, 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](http://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 2008, Part III - Chapter 16: Unallowable Costs ([www.ojp.usdoj.gov/financialguide](http://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.

Initials: *nkh*

## **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. 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 ([whitehouse.gov/omb/circulars/a133/a133.html](http://whitehouse.gov/omb/circulars/a133/a133.html)). 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.

## **16. 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

Initials: *nkh*

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.

**17. 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.



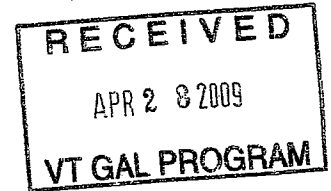
Initials: mhk



**The National Court Appointed Special Advocate Association**

100 West Harrison Street • North Tower, Suite 500 • Seattle, WA 98119  
206.270.0072 • 800.628.3233 • 206.270.0078 F • www.nationalcasa.org

April 20, 2009



Mary Hayden  
Vermont GAL Program  
Office of the Court Administrator  
109 State Street  
Montpelier, VT 05609-0002

Dear Mary Hayden:

Congratulations! It is my pleasure to inform you that your program has been selected to receive a 2009 National CASA Association Program Expansion grant in the amount of \$30,000. The grant period for this award is July 1, 2009 to June 30, 2010.

The Terms & Conditions of the grant agreement as well as the Electronic Funds Transfer (EFT) Authorization Form will be sent to you at the beginning of May. Those documents will need to be signed and returned to us.

This funding is subject to the availability of the U.S. Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant funds, your first grant disbursement will be sent on July 1, 2009. Please be aware that funding is contingent on federal award approval.

The staff at National CASA look forward to assisting you as your program works to accomplish its goal of providing quality advocacy for abused and neglected children.

Sincerely,

Michael S. Piraino, Chief Executive Officer

Enclosures





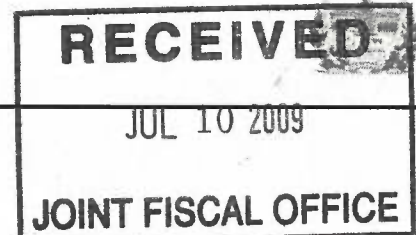
**State of Vermont**  
 Department of Finance & Management  
 109 State Street, Pavilion Building  
 Montpelier, VT 05620-0401

Agency of Administration

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

**STATE OF VERMONT**  
**FINANCE & MANAGEMENT GRANT REVIEW FORM**

<b>Grant Summary:</b>		This grant is for expansion the Guardian Ad Litem (GAL) CASA program to Chittenden County through hiring a limited Service Coordinator to recruit and train GALs for Chittenden County..			
<b>Date:</b>		7/1/2009			
<b>Department:</b>		Judiciary			
<b>Legal Title of Grant:</b>		National Court Appointed Special Advocate Association (CASA) Program Expansion Grant			
<b>Federal Catalog #:</b>		N/A			
<b>Grant/Donor Name and Address:</b>		National Court Appointed Special Advocate Association, 100 West Harrison Street, North Tower, Suite 500, Seattle Washington 98119			
<b>Grant Period:</b>	<b>From:</b>	7/1/2009	<b>To:</b>	6/30/2010	
<b>Grant/Donation</b>		30,000			
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$30,000	\$	\$	\$30,000	
<b>Position Information:</b>		<b># Positions</b>	<b>Explanation/Comments</b>		
		1	See Memo from Bob Gremore. This will be a limited service position.		
<b>Additional Comments:</b>					
<b>Department of Finance &amp; Management</b>				(Initial)	
<b>Secretary of Administration</b>				(Initial)	
<b>Sent To Joint Fiscal Office</b>				Date	



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

BASIC GRANT INFORMATION				
<b>1. Agency:</b>		Judicial Branch		
<b>2. Department:</b>		Trial Court Operations Division		
<b>3. Program:</b>		Guardian ad Litem Program		
<b>4. Legal Title of Grant:</b>		National Court Appointed Special Advocate Association (CASA) Program Expansion Grant		
<b>5. Federal Catalog #:</b>		Contract Number VT10752-09-0709-E1		
<b>6. Grant/Donor Name and Address:</b> National Court Appointed Special Advocate Association, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119				
<b>7. Grant Period:</b>		<b>From:</b> 7/1/2009	<b>To:</b> 6/30/2010	
<b>8. Purpose of Grant:</b> Hire a limited service coordinator to expand CASA program to Chittenden County, VT to recruit, screen, and train new GALS and improve quality of child advocacy in child abuse and neglect cases through supervision and support.				
<b>9. Impact on existing program if grant is not Accepted:</b> No funds will be available to support GALS in Chittenden County where there is the largest population of abused and neglected children.				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 2010</b>	<b>FY</b>	<b>FY</b>	
Personal Services	\$24,711	\$	\$	
Operating Expenses	\$5,289	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	<b>\$30,000</b>	<b>\$</b>	<b>\$</b>	
<b>Revenues:</b>				
State Funds:	\$0	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source CASA;CJA)	\$30,000	\$	\$	
<b>Total</b>	<b>\$30,000</b>	<b>\$</b>	<b>\$</b>	
<b>Appropriation No:</b>	2120000000	<b>Amount:</b>	\$30,000	
			\$	
			\$	
			\$	

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

		\$
		\$
		\$
	<b>Total</b>	\$30,000

**PERSONAL SERVICE INFORMATION**

**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
237102	1	GAL Regional Coordinator Position no.
<b>Total Positions</b>	1	

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

**13. AUTHORIZATION AGENCY/DEPARTMENT**

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: <i>Robert Greenman</i>	Date: <i>5/29/09</i>
	Title: <i>ACTING COURT ADMINISTRATOR</i>	
	Signature:	Date:
	Title:	

**14. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/> Check One Box: Accepted	<i>[Signature]</i> (Governor's signature)	<i>7/6/09</i> Date:
<input type="checkbox"/> Rejected		

**15. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/> Check One Box: Request to JFO	<i>[Signature]</i> (Secretary's signature or designee)	<i>7/6/09</i> Date:
<input type="checkbox"/> Information to JFO		

**16. DOCUMENTATION REQUIRED**

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 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 type="checkbox"/> Grant Budget	

**End Form AA-1**

MEMORANDUM

To: Tony Hartrich, Department of Finance and Management;  
Joint Fiscal Committee

From: Robert Greemore, Acting Court Administrator



Date: June 30, 2009

Re: AA-1 for GAL Program Grant

A limited service position in the Judicial Branch has been approved under the branch's human resources policies and procedures including the procurement of a position number. This position is being converted from a non-vacant permanent position no longer needed.

We are seeking JFC approval of our AA-1. Please do not hesitate to contact me if you need additional information. Thank you, Tony.

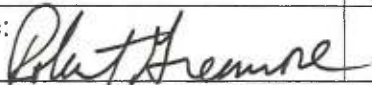
cc: Mary Hayden, GAL Program, CAO

**THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION  
2009 GRANT TERMS AND CONDITIONS**

The Executive Director of organization and Board President or Administrator (if applicable) must sign the Terms and Conditions Agreement for the grant. If the CASA program operates underneath an umbrella program, the Executive Director of the umbrella program must sign the agreement. **This agreement must be returned to the following address no later than Monday, June 15, 2009:** National CASA Grants Program, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119.



<b>GRANTOR:</b>	The National CASA Association
CFO / Controller:	Tom Dunn / Charlie McNamara
Mailing Address:	100 W. Harrison, North Tower, #500
City, State and Zip:	Seattle, WA 98119
Phone Number:	800.628.3233
Date:	
Signature:	

<b>GRANTEE:</b>	Vermont Guardian ad Litem Program
CASA/GAL Program:	
Umbrella Organization (if applicable):	N/A
National CASA Program Number:	10752
Mailing Address:	109 State Street
City, State and Zip:	Montpelier, VT 05609
Phone Number:	(802) 828-6514
Email Address:	
Executive Director:	Robert Greenmore, Acting Court Administrator
Date:	May 29, 2009
Signature:	

**\*Must provide an address and phone number that is different from the program information listed above**

Board President/Administrator:	
Title:	
*Mailing Address:	
*City, State and Zip:	
*Phone Number:	
*Email Address:	
Date:	
Signature:	

 COBI 2017

## APPENDIX A

### SPECIAL CONDITIONS

#### NEW PROGRAM DEVELOPMENT AND PROGRAM EXPANSION GRANTEES:

The New Program Development and Program Expansion grants are two-part awards (based on available funding and successful progress of grant goals). Grantees that receive the first year of funding, either a New Program Development 1 (N1) or an Expansion 1 (E1) award will be eligible to take part in an abbreviated application process for a second year of funding. The award from this process will be designated as a New Program Development 2 (N2) or Expansion 2 (E2) grant type. Grantees that receive an award for a second year of funding will not be eligible to submit an abbreviated application in the year following the award but may apply for funding through the regular competitive National CASA grants process.

CASA programs will be limited to four years of consecutive funding including renewal grants for either Expansion Grants or a combination of Program Expansion and New Program Development Grants. If a program received two consecutive grants as reference above, that program would be ineligible to apply for Expansion funding for two years. Programs would be eligible for all other funding categories during this time.

New Program Development and Program Expansion grantees are required to send one representative to the 2010 National CASA Conference with the expectation that the representative participate in workshops throughout the day over the course of the conference.

#### DIVERSITY IMPLEMENTATION GRANTEES:

Diversity Implementation Grant funds will be disbursed by check in two equal payments. The first payment will be made at the beginning of the grant period and the second payment will be processed half way through the grant period. Disbursements are processed upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period and upon receipt of the semi-annual narrative report.

Diversity Implementation grantees are required to utilize the National CASA's Outreach Reporting Tool to track outreach activities and the Pre-Post Test to evaluate grant funded trainings on diversity and cultural competency. Completed tools must be submitted to National CASA along with the Final Narrative Report by July 31, 2010. Outreach and Training Tools are available to download at [www.casenet.org/grants](http://www.casenet.org/grants).

#### STATE ORGANIZATION GRANTEES:

State Organization Grant recipients are required to send the State Director to the 2010 National CASA Conference & State Director Meeting.

Initials: mlh



**NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION  
2009 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  
Office of the Court Administrator  
109 State Street  
Montpelier, VT 05609-0002

**GRANT TYPE: Program Expansion**

**GRANT CONTRACT NUMBER: VT10752-09-0709-E1**

**AMOUNT OF AWARD: \$30,000**

The funds awarded are federal funds from the Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP) (CFDA – 16.547).

**DURATION:** July 1, 2009—June 30, 2010, unless terminated earlier, pursuant to these terms and conditions.

**SPECIAL CONDITIONS:** See Appendix A

**FUNDING CONDITIONS**

There are no funding conditions.

**BUDGET INFORMATION:**

Please be advised that your grant award may have been rounded up to the nearest five hundred 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.

Budget Recorded in the Grantee Budget Information System (GBIS):

Personnel	\$18,580
Taxes and Benefits	\$6,131
Travel	\$1,750
Training	\$1,246
Printing	\$0
Supplies	\$0
Equipment	\$1,200
Rent & Utilities	\$0
Other	\$1,093
Total	\$30,000

Initials: *mmh*

**1. GENERAL GRANTEE REQUIREMENTS**

- 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 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."
- C. 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.
- D. Grantees are required to acquire and maintain the technological capacity to access the internet and communicate via email.
- E. 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.
- F. Grantees are required to use timesheets for grant funded positions.
- G. Grantees must establish and maintain a comprehensive plan for managing the risk to the program, its employees, volunteers and board members.
- H. Grantee is required to send to National CASA any audit findings or questioned costs from any (private or government) audit report.

**2. REPORTING REQUIREMENTS**

Type	Description	Due Dates
Expense Reports	Grantees must report their grant expenses to National CASA on a monthly basis using the Grantee Budget Information System (GBIS). A program number and password will be sent to you. Monthly expense reports must contain the actual expenditures as incurred for the reporting period.	08/15/09 09/15/09 10/15/09 11/15/09 12/15/09 01/15/10 02/15/10 03/15/10 04/15/10 05/15/10 06/15/10 07/15/10
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. Report forms are provided by National CASA prior to the reporting deadline.	01/31/10 07/31/10

Initials: *mhh*

OJJDP Data Statistical Reports	Using the online reporting tool, OJJDP Reporting in CASAnet Private, the grantee must report the number of children served by the program, and the number of volunteers trained and assigned, on a quarterly basis. These dates may fluctuate slightly; the grantee is responsible for confirming actual due dates online. You will receive a reminder email one month prior to the due dates.	10/19/09 01/18/10 04/23/10 07/19/10
Annual Program Survey	Using the online reporting tool, Annual Program Survey in CASAnet Private, the grantee must complete and submit the annual Program Survey distributed by National CASA.	01/29/10
Final Grant Evaluation	A Final Grant Evaluation is required of all grantees at the end of the grant period. Data is submitted using an online tool located on GBIS.	07/31/10

**Failure to submit an accurate monthly expense report or semi-annual narrative report 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**

Grant funds will be disbursed on a monthly basis by Electronic Funds Transfer (EFT). EFT disbursements will be deposited on the first of each month beginning July 1, 2009 subject to the availability of funds. Grant payments will be made each month upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period. Monthly grant payments will be made in the amount equal to 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 reported to National CASA) is more than double your normal monthly disbursement, the next disbursement may not be processed until your program's spending increases; this will not necessarily affect your grant award amount.

If your grant type follows a different disbursement method and/or schedule it will be listed under Special Conditions (Appendix A).

Funds cannot be disbursed until National CASA receives this terms and conditions agreement signed by the Executive/Program Director and Board President/Program 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.

Initials: *mbh*

#### **4. GRANT ADJUSTMENTS**

Any budget adjustment over \$500 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 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 audits 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.

Initials: mbh

## 9. USE OF GRANT FUNDS

Staff positions funded by the grant may not serve on cases. The grantee may use the grant funds solely for approved project activities and in accordance with the approved project budget. The grantee is a recipient of grant funds from the National CASA Association under a Cooperative Agreement 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) 16.547. The grantee shall adhere to cost principles established by the Office of Management and Budget in Circular A-122 ([whitehouse.gov/omb/circulars/a122/a122.html](http://whitehouse.gov/omb/circulars/a122/a122.html)). The grantee shall comply with the attached policy on hiring contractors (Appendix C) and the attached travel policy as required by Federal Per Diem regulations (Appendix D).

## 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, 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](http://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 2008, Part III - Chapter 16: Unallowable Costs ([www.ojp.usdoj.gov/financialguide](http://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.

Initials: *nchh*

## **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. 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 ([whitehouse.gov/omb/circulars/a133/a133.html](http://whitehouse.gov/omb/circulars/a133/a133.html)). 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.

## **16. 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

Initials: *nkh*

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.

#### 17. 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.



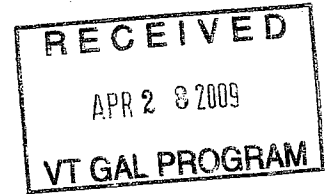
Initials: mrh



**The National Court Appointed Special Advocate Association**

100 West Harrison Street • North Tower, Suite 500 • Seattle, WA 98119  
206.270.0072 • 800.628.3233 • 206.270.0078 F • www.nationalcasa.org

April 20, 2009



Mary Hayden  
Vermont GAL Program  
Office of the Court Administrator  
109 State Street  
Montpelier, VT 05609-0002

Dear Mary Hayden:

Congratulations! It is my pleasure to inform you that your program has been selected to receive a 2009 National CASA Association Program Expansion grant in the amount of \$30,000. The grant period for this award is July 1, 2009 to June 30, 2010.

The Terms & Conditions of the grant agreement as well as the Electronic Funds Transfer (EFT) Authorization Form will be sent to you at the beginning of May. Those documents will need to be signed and returned to us.

This funding is subject to the availability of the U.S. Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant funds, your first grant disbursement will be sent on July 1, 2009. Please be aware that funding is contingent on federal award approval.

The staff at National CASA look forward to assisting you as your program works to accomplish its goal of providing quality advocacy for abused and neglected children.

Sincerely,

Michael S. Piraino, Chief Executive Officer

Enclosures





APPENDIX B

**Financial Internal Controls Questionnaire**

Please complete this list by checking each item either Yes, No or N/A. All No or N/A answers should be briefly explained in the margin. This document must be initialed at the bottom of each page by the Program Director and Board President and returned with the signed Terms and Conditions Agreement.

**Cash Receipts**

	Yes	No	N/A
1. Is the access to cash receipts records limited to those with a logical need for such access?	✓		
2. Is incoming mail opened by a person having no access to cash receipts or accounts receivable records?	✓		
3. Are checks restrictively endorsed "for deposit only" by the individual who opens the mail?	✓		
4. Are cash receipts prepared and contributions, gifts, or other remittance data and other support attached?	✓		
5. Are receipts (checks and currency) deposited intact on a weekly basis?	✓		
6. Do adequate physical controls (i.e. a safe on site) exist over cash receipts from time of mail opening until time of bank deposit?	✓		
7. When required by funding sources, are restricted funds deposited to separate bank accounts?	✓		

**Cash Disbursements**

8. Are employees with cash disbursements duties required to take vacations and are other employees required to perform those functions when an employee is absent?		✓	
9. Is access to cash disbursements records limited to those with a logical need for such access?	✓		
10. Are all disbursements (including payroll), except petty cash disbursements, made by check?	✓		
11. Check stocks-			
a. Are checks prenumbered and used in sequence?			✓
b. Are controls over blank check stock adequate?			✓
c. Is there a specified custodian for blank check stocks?			✓
12. Check preparation-			
a. Are checks prepared by specified employees who are independent of voucher/invoice approval?	✓		
b. Are checks prepared from an original vendor invoice only and not from a vendor statement?	✓		

State of VT  
Treasurer's  
Office prepares  
all checks.

Executive Director Initials MMH  
Board President Initials N/A

All checks prepared by Treasurer's Office.

All checks are signed by the Vermont State Treasurer.

c.	Is there a clearly defined approval process?			✓
d.	Are all check numbers accounted for?			✓
e.	Are voided/spoiled checks properly mutilated (signature portion removed) and retained?			✓
f.	Are checks made payable to specified payees and never to cash or bearer?	✓		
g.	Does all supporting documentation accompany checks presented for signature?			✓
h.	Do only persons authorized to prepare checks have access to blank checks?			✓
13.	Check signing-			
a.	Are check signers authorized by the governing board?			✓
b.	Are checks required to be countersigned (i.e. two signatures)?			✓
c.	Have dollar limits been established for one-signature checks?			✓
d.	Are authorized check signers independent of:			
	1. Voucher preparation and approval for payment?	✓		
	2. Check preparation, cash receiving, and petty cash?	✓		
e.	Is signing blank checks prohibited?	✓		

All bank reconciliation performed by Treasurer's Office.

**Reconciliation**

11.	Are employees with bank reconciliation duties required to take vacations and are other employees required to perform those functions when an employee is absent?			✓
15.	Are bank accounts reconciled within a timely specified period after the end of each month?			✓
16.	Does a responsible individual (such as the executive director) receive the bank statements (with canceled checks, debit and credit advices, etc.) unopened from the banks?			✓
17.	Do the reconciliation procedures for all bank accounts include the following with respect to deposits:			
a.	Comparison of dates and amounts of daily deposits as shown on the bank statements with the cash receipts journal?			✓
b.	Investigation of bank transfers to determine that both sides of the transactions have been properly recorded on the books?			✓
c.	Investigation of items rejected by the bank; for example, are deposits or collection items subsequently charged back by the bank because of insufficient funds, etc., investigated by a person independent of those responsible for receipt or recording of cash?			✓
18.	Do the reconciliation procedures for all bank accounts include the following with respect to disbursements:			
a.	Comparison of canceled checks with the disbursement journal as to number, date, payee, and amount?			✓

Executive Director Initials mhh  
 Board President Initials N/A

All handled  
by Treasurer's  
Office.

b.	Account for the sequence of check numbers?			✓
c.	Examination of canceled checks for authorized signatures?			✓
d.	Examination of canceled checks for irregular endorsements?			✓
e.	Examination of canceled checks for alterations?			✓
f.	Review of voided checks?			✓
19.	Are completed bank reconciliations reviewed by a responsible official?			✓
a.	Is the review documented by initialing and dating the reconciliation?			✓
20.	Are checks outstanding for over 90 days periodically investigated?			
a.	Is payment stopped and an entry made restoring such items to cash?			✓

Petty Cash

No Petty  
Cash  
account.

21.	Are petty cash funds segregated from other cash?			✓
22.	Is there a prohibition against petty cash disbursements over a specified amount?			✓
23.	Custodian -			
a.	Is the custodian independent of employees who handle receipts?			✓
b.	Are the accounting records inaccessible to the custodian?			✓
24.	Reimbursements -			
a.	Is there an adequate review of the reimbursement vouchers before reimbursements are made?			✓
b.	Are checks for reimbursement made out to the order of the custodian?			✓
c.	Are reimbursement vouchers and attachments canceled at, or immediately following, the signing of the reimbursing check, so that they cannot be reused?			✓
25.	Is the petty cash fund periodically counted by someone independent of the custodian?			✓

Executive Director Initials mhh  
Board President Initials N/A

## APPENDIX C

### THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION 2009 GRANT TERMS AND CONDITIONS

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 include Program Director, Receptionist/Office Assistant, Volunteer Coordinator/Supervisor/Recruiter, Community Outreach and others.

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 \$450 per day, or \$56 per hour, must be authorized in advance.

Initials: *mhh*

## APPENDIX D

### THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION 2009 GRANT TERMS AND CONDITIONS

#### 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.

Please review the federal per diem website for a complete description of federal per diem policies ([www.gsa.gov](http://www.gsa.gov)). See the Domestic Per Diem Rates on the Policy and Regulations tab.

Initials: mlh