

**NATIONAL COURT APPOINTED SPECIAL ADVOCATE/GUARDIANS AD LITEM
ASSOCIATION FOR CHILDREN**

2021

GRANT TERMS AND CONDITIONS AGREEMENT

NAME AND ADDRESS OF GRANTOR:

The National Court Appointed Special Advocate/Guardians ad Litem Association for Children
(National CASA/GAL)
100 West Harrison Street, North Tower, Suite 500
Seattle, WA 98119

NAME AND ADDRESS OF GRANTEE:

8th Judicial District Court/Clark County CASA
601 N Pecos Rd
Las Vegas, NV 89101-2408

GRANT TYPE: Core Model

GRANT CONTRACT NUMBER: NV10369-20-0721-CM

AMOUNT OF AWARD: \$60,000.00

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

DURATION: July 1, 2021 to June 30, 2022, unless terminated earlier, pursuant to these terms and conditions.

Minimum Requirement: # New Volunteers Activated - 36/ # New Children Served 90

FUNDING CONDITIONS: None

SPECIAL CONDITIONS: Please provide information requested on Appendix C and complete and sign Appendix D.

BUDGET INFORMATION:

Personnel	\$9,000.00
Taxes and Benefits	\$3,600.00
Travel	\$0.00
Printing / Copying	\$0.00
Supplies	\$0.00
Equipment	\$0.00
Rent & Utilities	\$0.00
Other	\$47,400.00
Total	\$60,000.00

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1. GENERAL GRANTEE REQUIREMENTS

MEMBERSHIP/GENERAL

- A. Grantee must be a member of the National CASA/GAL Association throughout the duration of the grant period.
- B. Grantee shall notify National CASA/GAL 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 or longer. In such situations, adequate alternative plans for the conduct of grant activities must be made.
- C. Grantee shall notify National CASA/GAL in writing in the event that an employee paid for by grant funds experiences a change in work status.
- D. Grantee shall notify National CASA/GAL in writing when the person being paid for by the grant is no longer in their position.
- E. Grantee shall notify National CASA/GAL in writing **prior** to a change in governance structure, merger with another program or expansion.

INTERNAL CONTROLS

- F. Grantee is required to acquire and maintain the technological capacity to access the internet and communicate via email.
- G. If the grantee has applied for and received this grant as an organization exempt from federal income tax under IRS Section 501(c)(3), the grantee will immediately inform National CASA/GAL of any change in or challenge to that status.
- H. Grantee is required to use timesheets for grant-funded positions.
- I. Grantee must establish and maintain a comprehensive plan for mitigating the risk to the program, its employees, volunteers and board members.
- J. A grantee that will sub grant awards from this grant to local programs, is required to provide a financial risk assessment of each local program, and those sub-awardees determined to be high risk, pursuant to 2 CFR 200.331, will need to be monitored with greater attention by Grantee.
- K. Grantee is required to send to National CASA/GAL any audit findings or questioned costs from any (private or government) audit report.
- L. All financial records, supporting documents, statistical records, and all other records pertinent to this award must be kept for at least 4 years following notification by National CASA/GAL that this grant has been closed. These records may be retained in an electronic format.

PUBLIC RELATIONS

- M. Grantee will acknowledge affiliation with National CASA/GAL on all brochures, newsletters, news releases, stationery and annual reports produced during the grant period by including one of the following: the CASA and/or GAL logo, the words "A CASA and/or GAL Program" or the words "A Member of the National CASA/GAL Association."
- N. If Grantee is a state organization, the state organization must use the name CASA and/or GAL or identify itself as a member of National CASA/GAL on all promotional materials.
- O. When using the National CASA/GAL trademarks (including word marks, slogans and logos), Grantee must adhere to National CASA/GAL graphic standards.

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- P. Grantee hereby grants National CASA/GAL a non-exclusive license to use of photos or other materials that may be generated in connection with a grant. Such materials may be used by National CASA/GAL and its partners in newsletter articles, event materials, etc.
- Q. Grantee will acknowledge the grant via a minimum of one public relations outlet (press release, website, Facebook post or print publication) to help generate awareness of National CASA/GAL and its public and private partnerships. Grant cannot be publicized and funds will not be disbursed until National CASA/GAL receives this Grant Terms and Conditions agreement signed by the Executive/Program Director and Board President/Governing Body Administrator.
- R. Grantee will cooperate with National CASA/GAL efforts to strengthen its funding partnerships by sharing local success stories and, where applicable, work with National CASA/GAL in identifying speakers for local partner functions and/or events.
- S. Grantee shall credit and acknowledge the National CASA/GAL Association as a funder for its program/organization on its website and/or promotional materials for the project being funded.
- T. Grantee shall ensure there is a direct link to the National CASA/GAL Association home URL (<https://www.nationalcasagal.org>) from the grantee's website.

2. REPORTING REQUIREMENTS

Type	Description
Grantee Expense Reports	<p>Grantee must report its grant expenses on a monthly basis using the Grantee Budget Information System (GBIS). Monthly expense reports must contain the actual expenditures as incurred for the reporting period.</p> <p>Grantee is required to file expense reports by the 15th of the month in order to receive a disbursement by the 1st of the following month, adjusted for cash on hand. July Expense Report is due by August 15, 2021 or next business day.</p>
Grantee Narrative Reports	A narrative report detailing the progress of grant activities is required of grantee 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. The report template will be provided by National CASA/GAL one month prior to the reporting deadline.
Grantee Quarterly Data Reports	Grantee must report its grant volunteer and children numbers on a quarterly basis using the Grantee Budget Information System (GBIS). Grantee is required to file the first quarter report by the 15 th of the month after the quarter ends. 1 st Quarter Report for period July-September is due October 15, 2021 .
Accountability Calls	Grantee will commit to working in close partnership with National CASA/GAL designated staff to ensure activities and goals outlined in the grant are progressing. This will include periodic accountability calls.
Semiannual Grantee Report	Reports will be completed semi-annually on-line. Reporting tools are available on our website member portal NationalCASAGAL.org under the National CASA/GAL Grants Page – Core Model 2021.

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Youth Life Skills Assessments	Grantees will ensure any volunteers who serve youth 14 and older along with the youth will submit assessments on-line. Pre-assessment should occur within one to two months upon assignment to case. Post-assessment should occur one year later or when the case closes.
Volunteer Knowledge Survey	Grantees will ensure volunteers who will be completing the <i>Fostering Futures</i> Training will be required to submit the Volunteer Knowledge Survey on-line; the pre survey before volunteers begin the <i>Fostering Futures</i> Training and the post survey after they have completed the training.
OJJDP-required Program Six-Month Report	The grantee must report, among other information, the number of children served by the program, and the number of volunteers trained and assigned, on a six-month basis. The grantee is responsible for confirming actual due dates online. The six-month reporting periods occur during January (reporting for July through December of the previous calendar year) and July (reporting for January through June of the current calendar year).
Annual Program Survey	The grantee must complete and submit the Annual Program Survey distributed by National CASA/GAL. Annual surveys are due during the first quarter of the calendar year.

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

3. DISBURSEMENT OF GRANT FUNDS

Most grant funds will be disbursed on a monthly basis by Electronic Funds Transfer (EFT). EFT disbursements will be transmitted beginning at the start of the grant period, subject to the availability of funds. Grant disbursements will be made each month upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period. Monthly grant disbursements amounts are calculated by dividing the grant award amount by the months in the grant period and round up or down. Grant disbursements are scheduled to be made on a monthly basis over the life of the award. If the amount of your cash on hand (the amount of funds disbursed to the program minus the expenses) is more than double your normal monthly disbursement, the next disbursement may not be processed until your program's spending increases; this will not affect your grant award amount. If you anticipate a larger expense that is non-recurring you may request a larger disbursement for that month. 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/GAL Association.

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4. GRANT ADJUSTMENTS

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

5. ACCOUNTING SYSTEM

Grantee 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/GAL. If extensions are required the request will be considered on a case by case basis. Extension requests have to be submitted 45 days prior to the end of the grant period.

7. REPAYMENT OF FUNDS/FUTURE FUNDING

Grantee 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/GAL any remaining unexpended grant funds.

The grantee acknowledges that National CASA/GAL 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/GAL will have no further obligations to the grantee in connection with this grant as a result of such return or rescission.

8. NATIONAL CASA/GAL GRANT MONITORING POLICY

National CASA/GAL may conduct accountability calls, desk audits and/or onsite monitoring visits to selected grantees to assess the progress in implementing the grant activities, ensure that accurate financial records are being maintained and adequate controls are in place. The grantee will be notified by designated National CASA/GAL staff when selected to participate in any grant monitoring activity. The grantee agrees to cooperate by making the requested personnel and/or documentation available. When an onsite monitoring is complete, a report will be issued to the director and board president of the grantee program, the presiding juvenile court judge and to the state organization if the grantee is a local program.

9. USE OF GRANT FUNDS

The grantee may use the grant funds solely for approved project activities and in accordance

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with the approved project budget. Staff positions funded by the grant may not serve on cases. The grantee is a recipient of grant funds from the National CASA/GAL Association that operates under a Grant with the Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) and subject to the applicable restrictions and provisions of this federal funding as described in the **Catalogue of Federal Domestic Assistance (CFDA) 16.726**. The grantee shall adhere to cost principles established by the Office of Management and Budget in the Code of Federal Regulations Subpart E (<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1eCFR> – Code of Federal Regulations). The grantee shall comply with the attached policy on hiring contractors (Appendix A), the attached travel policy as required by Federal Per Diem regulations (Appendix B) and attached Fingerprinting and Written Determination of Suitability Requirements of OJJDP Grantees and Awards (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 (<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>)

More information regarding lobbying and grant restrictions can be found in the Office of Justice Programs, Financial Guide 2017, Part 3.13: Unallowable Costs (http://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) National CASA/GAL 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. Salaries including payroll taxes, for the purpose of fundraising cannot be charged to this federal award.

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

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adversely the confidence of the public in the integrity of the CASA program or National CASA/GAL.

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, national origin, marital status, sexual orientation, age, gender identity or disability, whether actual or perceived, in the employment or application for employment or in the administration or delivery of services under this grant. The grantee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. Failure to comply shall be grounds for termination of the grant.

14. DEBARMENT OR SUSPENSION

The grantee assures that neither the program nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court or voluntarily excluded from covered transactions by any federal department or agency.

15. COMPLIANCE WITH STANDARDS

The grantee assures that the program is in compliance with National CASA/GAL's Standards for State CASA/GAL Organizations and/or Standards for Local CASA/GAL programs.

As a condition of OJJDP award regarding determination of suitability required, in advance, for certain individuals who may interact with participating minors for each individual at least 18 years of age who is covered under this award a fingerprint search (or, if the recipient or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) -- encompassing at least the time period beginning seven* calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories must be completed no earlier than six months before the determination regarding suitability.

* Note the seven calendar year requirement is consistent with National CASA/GAL standards although the OJJDP condition requires five years.

***Please note that we currently run a NCIC every five years on volunteers and fingerprints at the beginning of volunteering and employment. We do not run NCIC every four years on volunteers, but not staff and we do not currently fingerprint every five years. We will implement the policy of background screenings every four years, for both the volunteers and staff moving forward.**

Please complete Appendix D: Fingerprinting and Written Determination of Suitability Requirements of OJJDP Grantees and Awards.

16. AUDIT REQUIREMENTS

Grantees may be subject to audit requirements as set forth by the Federal Government under Office of Management and Budget Code of Federal Regulations Subpart F (Audit Requirements). (<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>). Under these requirements, a non-federal entity expending \$750,000 or more in federal financial assistance in any fiscal year are required to conduct a Single Audit in accordance with §200.514 for that fiscal year.

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

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

In the case of any violation of the terms and conditions of the grant, or in the event of the loss of federal funds from which this grant is made, the National CASA/GAL 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, and the grantee shall return to National CASA/GAL immediately any funds, whether misappropriated or unexpended, which have been paid to the grantee by National CASA/GAL. National CASA/GAL will review both the quality of the work completed and progress toward achieving the goals of the grant. If at any time National CASA/GAL determines the grantee is incapable of satisfactorily completing the work of the grant, National CASA/GAL may, at its discretion, declare the grant terminated. The determination as to the quality of work being performed, the progress being made toward the goals of the grant and the grantee's ability to satisfactorily complete the work of the grant will be final and will be binding and conclusive.

18. DISCLOSURE

The grantee shall promptly refer to National CASA/GAL any credible evidence that a principal employee, agent, contractor, sub-grantee, subcontractor, or other persons has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertinent to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving these funds. The grantee is prohibited from requiring an employee, consultant or contractor paid from grant funds to sign a non-disclosure or confidentiality agreement that limits disclosure of criminal or civil violations pertinent to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

19. APPLICABLE LAW

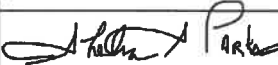

The grantee will operate in accordance with all applicable federal, state and local laws and ordinances. This agreement shall be interpreted in accordance with the laws of the State of Washington.



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**THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION
2021 GRANT TERMS AND CONDITIONS**

The Executive Director of grantee organization and Board President or Governing Body Administrator must sign the Terms and Conditions Agreement for the grant. If the local CASA program operates as a part of an umbrella organization, the Executive Director of the umbrella program must sign the agreement. **This signed agreement must be emailed to grants@nationalcasagal.org or faxed to 206-270-0078 no later than July 14, 2021.**

GRANTOR:	The National CASA/GAL Association
Sr. Compliance and Accountability Officer/ Interim Chief Financial Officer	Denice Hairston Tom Dunn
Phone Number:	800.628.3233
Date:	
Signature:	
GRANTEE:	8 th Judicial District Court, CASA
CASA/GAL Program:	
Program DUNS Number *	088247465
Address DUNS Number is registered under:	200 Lewis Avenue, Las Vegas Nevada 89155
Umbrella Organization (if applicable):	Clark County
National CASA/GAL Program Number:	10369
Mailing Address:	601 N. Pecos
City, State and Zip:	Las Vegas, NV 89101
Phone Number:	702-455-4306
Email Address:	parkss@clarkcountycourts.us
Executive Director:	Shelia Parks
Date:	07/13/2021
Signature:	
Board President/Governing Body Administrator:	
Name and Title:	Steve Grierson
**Mailing Address:	200 Lewis Avenue
**City, State and Zip:	Las Vegas, NV 89155
**Phone Number:	702-671-4537
**Email Address:	griersons@clarkcountycourts.us
Date:	7/13/2021
Signature:	

*Requirement: Dun and Bradstreet (D&B) provides a D-U-N-S number, a unique nine-digit identification number and is a requirement for all US Federal Government grantees or sub-grantees. For more information: <http://fedgov.dnb.com/webform>.

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

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APPENDIX A

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

INDEPENDENT CONTRACTOR VS. EMPLOYEE

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

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

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

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

National CASA/GAL Association Policy:

To coincide with the Federal tax code, National CASA/GAL places the following requirements on hiring people in CASA/GAL programs with National CASA/GAL 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/GAL funds in equal proportion to the associated salary. Programmatic positions would be Program Director, Volunteer Coordinator/Supervisor/Recruiter, and Community Outreach.

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

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

Please note that the qualifications and expertise of all consultants/contractors must be reviewed by National CASA Association prior to contracting.

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APPENDIX B

TRAVEL AND FEDERAL PER DIEM POLICY

Requirements for individuals traveling on CASA grant related business:

- Lodging bills must be itemized, and a receipt for payment attached if applicable. These are to be remitted to the CASA program and retained on file.
- Federal per diem rates for lodging apply. Please review the federal per diem website for a complete description of federal per diem policies (www.gsa.gov). See the *Per Diem* rates section under the *Travel* category.
- All travelers must remit the passenger coupon for air transportation to the CASA program.
- The maximum federal reimbursement rate for mileage is the current IRS rate.
- No food & beverages for planned events (meetings, conferences, and or trainings) can be charged to federal funding (NCASAA grants). This includes breakfasts, lunches, dinners, or snacks for breaks purchased for groups. It **does not** apply to individual *Meals & Incidental* (M&IE) per diem rates for those traveling on grant related business. See gsa.gov website for more information on allowable rates.

Special Condition:

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and sub-recipients ("sub-grantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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APPENDIX C

FINANCIAL MANAGEMENT AND INTERNAL CONTROLS

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

1. Do you have internal financial/accounting controls for your organization?
 No Yes
2. Are the internal financial/accounting controls board approved?
 No Yes N/A
3. Do you have an annual audit or financial review?
 No Yes
4. Is the auditor selected and approved by the board?
 No Yes N/A
5. Do you go out to bid/competition at least every 5 years for audit/review services?
 No Yes N/A
6. Does the organization provide financial reporting to the board at least quarterly?
 No Yes
7. Does your board have a finance committee responsible for audit and financial review?
 No Yes
8. If you answered no to any of the above listed questions please explain. Please use additional pages if required.

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APPENDIX D



Fingerprinting and Written Determination of Suitability Requirements of OJJDP Grantees and Awards (January 2021)

National CASA/GAL Standards require state organizations and local programs to conduct a criminal background screening and three reference checks from non-relatives of all staff, volunteers and members of the governing board. In addition, state organizations and local programs that seek National CASA/GAL for grant awards and utilize funds from the U.S. Department of Justice, Office of Justice Programs, or Office of Juvenile Justice and Delinquency Prevention must conduct fingerprinting and provide a written determination of suitability, in advance, for each person at least 18 years of age who is likely to interact with any participating minor as a result of the award. If it is documented that fingerprinting is not legally available, a search using the person's name and legal aliases must be conducted.

The written determination of suitability must include at least (a) the name of the person who will interact with any participating minor, (b) an acknowledgement that a criminal background screening consistent with National CASA/GAL Standards was completed, (c) the background screening included fingerprinting or, if fingerprinting is not legally available, a search using the person's name and legal aliases, (d) the date the screening was completed, and (e) an acknowledgement that the screening was completed within six months of the determination. The screening must encompass state and county (and if applicable, tribal) criminal history registries for each state and county (and if applicable, tribe) in which the person lives, works or goes to school, or has lived, worked or gone to school at any time during the past seven years, and for each state and county (and if applicable, tribe) in which the person is expected to, or likely to, interact with a participating minor in the course of activities under the award.

***Please note that we currently run a NCIC every five years on volunteers and fingerprints at the beginning of volunteering and employment. We do not run NCIC every four years on volunteers, but not staff and we do not currently fingerprint every five years. We will implement the policy of background screenings every four years, for both the volunteers and staff moving forward.**

All screenings must be updated every four years unless Rap Back services are utilized for criminal background checks. With respect to either an initial screening or a reexamination, the person may be determined not suitable to interact with any participating minor if he or she:

- (a) Withholds consent to a criminal history screening
- (b) Knowingly makes (or made) a false statement that affects, or intends to affect any screening required by this condition
- (c) Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website
- (d) To the knowledge of the state organization or local program, has been convicted of a felony or misdemeanor of any of the following crimes:
 1. Sexual or physical abuse, neglect, or endangerment of an individual under the age of 18
 2. Rape/sexual assault, including conspiracy to commit rape/sexual assault
 3. Sexual exploitation
 4. Kidnapping
 5. Voyeurism

(e) Is determined not suitable by a federal, state, county or tribal government

If a reexamination suggests that the person is not suitable, the initial determination of suitability must be modified or withdrawn.

Please **check** the appropriate box indicating which statement is true:

Our organization certifies that we **DO** conduct three reference checks from non-relatives, fingerprinting and provide a written determination of suitability of all staff, volunteers, and members of the governing board who will interact with any participating minor. The determination of suitability includes, at a minimum (a) the name of the person who will interact with any participating minor, (b) an acknowledgement that a criminal background screening consistent with National CASA/GAL Standards was completed, (c) the background screening included fingerprinting or, if fingerprinting is not legally available, a search using the person's name and legal aliases, (d) the date the screening was completed, and (e) an acknowledgement that the screening was completed within six months of the determination. Initial criminal background screenings cover the applicable state and county (and if applicable, tribe) during the past seven years and are updated every four years.

We further ensure that no person will interact with any participating minor under the award until all screening requirements are complete.

***Please note that we currently run a NCIC every five years on volunteers and fingerprints at the beginning of volunteering and employment. We do not run NCIC every four years on volunteers, but not staff and we do not currently fingerprint every five years. We will implement the policy of background screenings every four years, for both the volunteers and staff moving forward.**

Our organization **DOES NOT** conduct three reference checks from non-relatives and fingerprinting of all staff, volunteers and members of the governing board who will interact with any participating minor. Further, we do not provide a written determination of suitability that includes (a) the name of the person who will interact with any participating minor (b) an acknowledgement that a National CASA/GAL Standards criminal background screening, including fingerprinting, was completed (c) the date the screening was completed, and (d) an acknowledgement that the screening was completed within six months of the determination.

Note: A state organization or local program that **DOES NOT** conduct the required screenings may be at risk of having any current grants suspended, being ineligible to apply for grant opportunities in the future, and losing its membership with National CASA/GAL.

Please **check** the criminal background screening(s) your organization performs of all staff, volunteers and members of the governing board who will interact with any participating minor under the award:

Court Jurisdiction (where applicant resides, works) State Criminal Records FBI or National Criminal Database

National Sex Offender registry Child Abuse, Child Protective Registry Social Security Number Check

What **source(s)** does your organization use to perform the criminal background screenings and/or fingerprinting? (e.g., First Advantage, Verified Volunteers, local police department, County Sheriff's Office, other):

Source(s): NCIC, NCJIS, NCIC III, NLETS, Social Security Card, and State of Nevada Division of Child and Family Services Employer request for Child Abuse and Neglect Century of Information. We will begin running the National Sex Offender registry.

NV10369-20-0721-CM

Grant ID # (located on T&C pg. 1)

Eighth Judicial District Court - CASA

Organization or Program Name

Amber J. Lucison
Signature, Chief Executive Officer/State Director/ or Executive Director

7/13/2021
Date

Signature, Governing Body Lead/Chair

Date