

**Participant Workbook  
Tulsa Regional Training Course  
Track 2**

Dear Training Course Participant,

Over twenty five years ago Congress adopted the Indian Gaming Regulatory Act (IGRA) to provide statutory support for gaming by Indian tribes. The National Indian Gaming Commission (NIGC) was created by IGRA to partner with tribal regulators to regulate gaming activities conducted by sovereign Indian tribes on Indian lands. The mission of the NIGC is to fully realize IGRA's goals of: (1) promoting tribal economic development, self-sufficiency and strong tribal governments; (2) maintaining the integrity of the Indian gaming industry; and (3) ensuring that tribes are the primary beneficiaries of their gaming activities.

One of the primary ways the NIGC does this is by providing training and technical assistance to Indian tribes and their gaming regulators.

A properly trained and informed workforce is the most successful key to regulation and the assurance of compliance. Focused, targeted and responsive training and technical assistance programs provide a foundation that maintains the integrity and success of Indian gaming.

Through dedication and hard work, Indian gaming has experienced notable and successful growth thanks to the partnership of dedicated employee's, regulators and tribal governments and the NIGC. Our continued success depends on grabbing the growing momentum and "*Work Together for Success*", now and into the coming future.

With this backdrop in mind, we encourage you to take advantage of the NIGC training opportunities highlighted by this course. The Commission recognizes your work is essential to the success of Indian gaming and encourages you to use the tools you will receive and knowledge you will gain from this course to further regulatory excellence in Indian gaming.



**Jonodev Osceola Chaudhuri**  
**NIGC Chairman**



**Kathryn Isom-Clause**  
**Associate Commissioner**



**E. Sequoyah Simermeyer**  
**Associate Commissioner**

## Course Rationale

The National Indian Gaming Commission (NIGC) Regional Training Course is designed to provide a common foundation of knowledge and skills to prepare Tribes to work together to effectively understand and meet requirements to ensure compliance and provide a successful basis for economic development.

NIGC Training is built around adult learning principles, with knowledge delivery for understanding and everywhere possible, application level exercises, workshops and opportunities to collaborate in or for each attendee to have an opportunity to achieve understanding, doing and getting feedback on results – and doing again! Working together and using the skills and knowledge applicable to improve processes as soon as they return to work.

### **The 6 key benefits to the NIGC Training Model:**

1. Provides real focus on issues and concerns important to attendees for meeting compliance.
2. Builds a sense of shared experience and language around the tools and methodologies.
3. Develops an understanding of the trends and concerns impacting Tribes and Indian Country in gaming.
4. Provides a safe environment for query, experimentation and failure.
5. Encourages application and testing in a true problem solving focus.
6. Provides a venue to develop relationships that improve communication, commitment and productivity.

## Course Descriptions

The Regional Training Course is designed around information and knowledge sharing dealing with current and ongoing issues and concerns in Indian Gaming, critical learning areas for compliance, and new and trending changes in regulation. Infused with real time information, current opportunities and ground breaking tools, the course provides all attendees flexible and relevant learning options. The course is designed for novice and veteran staff. The course will offer instruction in the following content areas:

### Day 1: All Participants

#### **St. Paul Region Guidance on the Issues**

The course is a panel discussion of the issues within the region. Participants will gain an understanding and discuss solutions surrounding issues they face in their region. It will highlight regional performance with comparative statistics to better gain an understanding of trends in the region. Topics will include the following: compliance issues with recommendations, legal issues with recommendations and audit issues with recommendations.

#### **Icebreaker**

No course description available at time of print.

#### **Human Trafficking**

Subject matter experts from the Bureau of Indian Affairs, U.S. Department of the Interior will provide the latest information on what Human Trafficking is and how to detect and combat this pervasive criminal activity.

#### **Active Shooter Training**

Law Enforcement personnel from the Federal Protective Services, U.S. Department of Homeland Security will provide expert advice in developing policies and procedures for an active shooter situation.

## TRACK 1

#### **AUD-120 Internal Audit: A to Z Approach**

Internal Audit is an integral component toward protecting the assets of the gaming operation by examining policies and procedures, testing internal controls and monitoring compliance with policies and regulations. The Internal Audit function can provide information to improve your operation's internal controls. 25 CFR Part 543.23 provides guidance; however, it was never intended to define the Internal Audit function. This is a 2-day course that will discuss the role internal audit plays along with the Tribal Gaming Regulatory Agency (TGRA) and Gaming Operation Management in the protection of assets. Additionally, the importance of planning, testing, documenting and reporting of the internal audit work will be examined to further the understanding of how each element enhances the usefulness of the final product.



## TRACK 2

### **CMP-106 Detecting Gamesmanship: A Practical Approach**

This course builds on the initiative training provided during FY2016: “Preventing Gamesmanship on the Backs of Tribes”. The focus of this course is to provide TGRAs with tools to determine if Gamesmanship is occurring, to identify additional steps to be taken and documents to request, and to understand what steps can be taken to prevent gamesmanship at their properties. Attendees will learn how to review their gaming ordinance and regulations to identify sections that provide the needed authority to request and review contracts and agreements for violations of the Indian Gaming Regulatory Act (IGRA). Practical exercises will be conducted that will assist the attendee identify problematic language in contracts that indicate unapproved management, violations of the tribe’s sole propriety interest and/or misuse of gaming revenue. At the end of this interactive course, the attendee will have tools necessary to identify Gamesmanship and know what actions can be taken to remedy or prevent instances of Gamesmanship and violations of IGRA.

### **CMP-107 TICS/SICS Workshops**

25 CFR Part 543 provides the flexibility for Tribes to customize their controls to fit their gaming operation’s needs. The MICS intent was to give tribes the autonomy to develop what works for their specific operations by allowing for tribes and operations to develop and implement specific procedures as it relates to class II gaming. Based on analysis it has been determined that there is still a need in TICS/SICS development to help ensure compliance is met. This is a 9- hour course that will discuss elements of control and how to recognize areas in the TICS and SICS where detailed procedures should be written so that the Tribal Gaming Regulatory Agency (TGRA) and Gaming Operation Management are provided with a reasonable assurance that assets are protected.

## How to Get the Most Out of This Course

- ❖ **Take the right approach to learning.** To meet each attendee's needs, we provide a number of different learning tools. These include well-researched and professionally prepared materials and presentations by skilled and experienced subject matter experts. Although you'll have a preferred style of learning, we hope you'll take advantage of *all* the tools we offer.
- ❖ **Make a note of this.** This workbook and related materials will enable you to take notes, and have access to needed information. Instead of trying to take notes word-for-word, it is recommended that you list key points for later memory jogging. We will try and ensure you have as much information as you need to lessen the need for lengthy notes.
- ❖ **Don't hesitate, participate.** The course will be more interesting and productive when everyone participates. If you don't understand something, there is a good chance someone else does not either, so do everyone a favor and ask questions. Additionally, don't hesitate to answer our questions and share your relevant knowledge and experience with all of us.
- ❖ **Take a break.** Everyone has a limit to how much they can sit still and absorb. So use the break, network, share ideas, and get some fresh air. You can help keep us running smoothly by coming back on time.
- ❖ **Join in with the group.** Stay enthusiastic and involved.
- ❖ **Attendance.** You must fully attend the course, and where applicable, pass a final exam for full credit and to receive a training certificate. Please do your best to be on time for class and try to be here for the entire course.
- ❖ **Cell phones, PDA's and iPad's.** In an effort to minimize disruptions to class, please turn off all cell phones and PDA's. If they are your only emergency contact, please set them to vibrate. iPad's may be used, but should be for note taking.

**Please note:** This course is conducted in English with instruction facilitated by verbal and written communications.

## **Course Structure**

The Regional Training Course is a 3 day course developed to provide an encompassing event surrounding current, trending and critical knowledge areas in Indian gaming. Providing full staff learning opportunities, as well as focus area learning tracks, the course is designed to give tribal gaming regulators and operations personnel, commissions and staff a wide variety of subject needs to meet concerns and relevant areas of interest in Indian gaming.

Each instruction topic is focused around identified concern areas, new content and regulations and a variety of mechanisms for change, improvement and compliance for success. Each block focuses on various staff roles and responsibilities, focusing on similarities, differences, and opportunities for collaboration and sharing of practices and improvements. Most topic areas will pair an equal amount of time to facilitated lecture and action based learning.

The primary training methodologies will be interactive lecture, small group discussion, and case study. Action based learning will be facilitated through small groups and case study. Final learning will be measured through exercise completion and observation.

# Regional Training Course Agenda



	START TIME	ST PAUL REGIONAL TRAINING COURSE August 22-24, 2017 Menominee Casino Resort N277 HWY 47/55 Keshena, WI 54135	
Day One	09:00	Course Opening/Welcome	
	09:15	St. Paul Regional Guidance on the Issues	
	11:00	Icebreaker – Group Activity	
	12:00	<i>Lunch (On Your Own)</i>	
	1:00	Human Trafficking (BIA)	
	2:30	Active Shooter Training (DHS)	
	4:00	Day Wrap up, Q&A	
		<b>DAY TWO- TRACKS</b>	
Day Two	9:00	AUD-120 Internal Audit: A to Z Approach	CMP-106 Detecting Gamesmanship
	11:00		CMP-107 TICS/SICS Workshop
	12:00	<i>Lunch (On Your Own)</i>	
	1:00	AUD-120 Internal Audit: A to Z Approach	CMP-107 TICS/SICS Workshop
	4:00	Day Wrap up, Q&A	
		<b>DAY THREE- TRACKS</b>	
Day Three	9:00	AUD-120 Internal Audit: A to Z Approach	CMP-107 TICS/SICS Workshop
	12:00	<i>Lunch (On Your Own)</i>	
	1:00	AUD-120 Internal Audit: A to Z Approach	CMP-107 TICS/SICS Workshop
	5:00	Course Close, Safe Travels!!	

# Introduction to the Regional Training Course







National Indian Gaming Commission



Introduction to the RTC  
NIGC Training Department

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NIGC Training Program

- Revising training approach to be more process driven.
  - **“How To” instead of “How Come”**
- New workshops Internal Audit (16hr training) TICS/SICS
- In the future Learning Management System
- A call for suggestions!

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Training Materials & Information

- RTC Training Materials
- Updated [Training Course Catalog](#)
- RGTs
- New technology for courses using

 **Poll Everywhere**

- Polls
- Surveys

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**Knowledge Reviews & Course Evaluations**

<p><b>Knowledge Review Purpose</b></p> <ul style="list-style-type: none"> <li>• Check for immediate understanding and retention</li> <li>• Used to improve courses</li> <li>• Provide your name &amp; email address</li> <li>• Completed twice:             <ul style="list-style-type: none"> <li>– at the end of the course</li> <li>– 90 days after course via email</li> </ul> </li> </ul>	<p><b>Course Evaluation Purpose</b></p> <ul style="list-style-type: none"> <li>• Allow participants to provide immediate feedback on their experience</li> <li>• Encouraged to include ideas and recommendations</li> <li>• Will be used to improve the course</li> <li>• All course evaluations are anonymous</li> </ul>
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**Participating with Poll Everywhere**

**Poll Everywhere**

- 1 Leader asks a question
- 2 Participants respond
- 3 Responses are displayed immediately!

**NOTE: Polls are not active until they are displayed on the screen**

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**Using Your Phone to Participate**

Text **NIGC** to **22333** to join the session.

**NOTE: Polls are not active until they are displayed on the screen**




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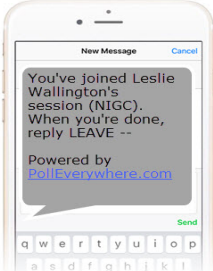
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 **Response from Poll Everywhere**

1. You will receive a text message confirming that you are in the polling session.
2. Do **NOT** select the [PollEverywhere.com](http://PollEverywhere.com) link.
3. Now you can enter your response to the poll as a text message.

**NOTE: Polls are not active until they are displayed on the screen**




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**How did you travel to the conference?**

- A. Plane
- B. Train
- C. Car
- D. Foot/Bicycle

**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at PollEv.com/app

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 **Surveys from Poll Everywhere**

1. Open a web browser on your phone.
2. In the address line type: **PollEv.com/nigc**
3. Click **Start Survey**.
4. Scroll down to access each question.
5. If you need to change your response, select **Clear Reponse**.
6. Only respond one time to each question.
7. Select **Submit** to submit your answers.

**NOTE: Surveys are not active until they are displayed on the screen**

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St. Paul Regional Guidance  
on the Issues  
August 2017







# St. Paul

## Regional Guidance on the Issues

Panel Discussion

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## Commission's Initiatives

- Rural Outreach
- Staying ahead of the Technology Curve
- Supporting a strong workforce both in-house and among our regulatory partners
- Protect against anything that amounts to gamesmanship on the back of tribes

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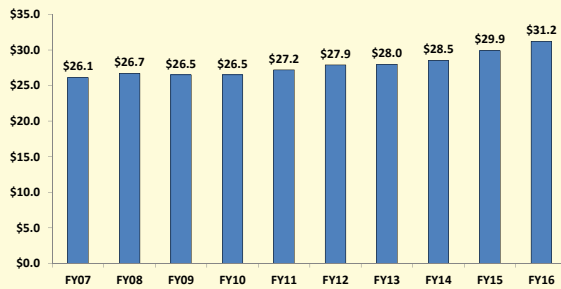
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## FY2016 GGR



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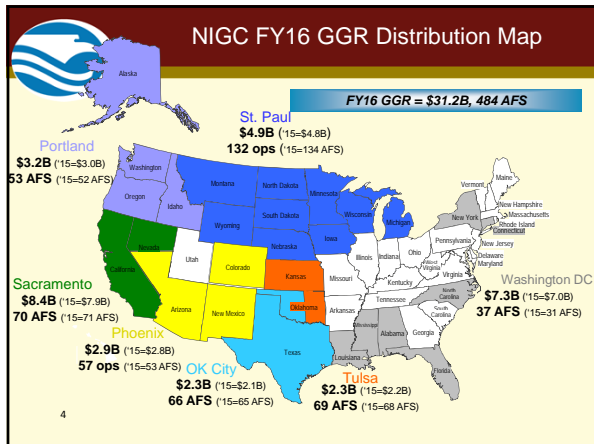
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## St. Paul Region

- 9 States – St Paul / RC satellite office
- Montana, Wyoming, North Dakota, South Dakota, Nebraska, Minnesota, Michigan, Wisconsin, Iowa

59 Tribes – 144 gaming operations:

Class II	40
Class III (only)	36
Class II/III	68

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## St. Paul Region

- Backgrounds & Licensing

October 2015 to September 2016:

Fingerprints Processed – 14,669

NORs Received – 11,065

LIC Received – 9,764

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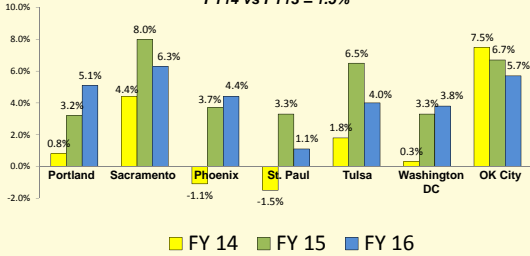
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## GGR Growth Rate By Region

**Overall Growth Rate**  
FY 16 vs FY15 = 4.4%  
FY15 vs FY14 = 5.0%  
FY14 vs FY13 = 1.5%



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## Regional Compliance Issues/Guidance

### ISSUE:

- Submissions of Facility License/Attestation
- Submissions of NOR/LIC Submissions, AFS and Fees Worksheets
- Internal control compliance
- TGRA/Management/Govt. relationship
- Gamesmanship

### GUIDANCE:

- Expiration/Renewal
- Timeliness/Systemic review, Reminders and offer of Assistance
- IA, CPA, Compliance Staff- 543 testing, identify, remedy, follow-up
- NIGC assistance/Site Specific Training
- Review the contracts

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## Office of General Counsel

### OGC Technical Assistance:

- Informal Gaming Ordinance Review
- Indian Lands Opinions
- Game Opinions
- Declination Letters

[Jennifer\\_Lawson@nigc.gov](mailto:Jennifer_Lawson@nigc.gov)

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## Office of General Counsel

### Issues around the Region:

- Lots of management contracts lately
  - Hiring new financial analyst to manage volume
  
- Reminder to review casino credit card policy and compliance regularly to avoid Use of Revenues issues

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## Technology Division

### Common ITVA Issues

#### Identified

- Microsoft Patches not updated
- Virtual Network Computers unsecured
- Remote username/passwords unencrypted

### IT General Interactions

1. Remote Access
2. Network Security
3. Vendor Issues

### Regulating Gaming Trainings (RGT's)

#### Questions

1. Forensics
2. Class II Systems
3. IT Threats

### Common Compliance Assessments

#### (ICA's) Issues Encountered

1. Remote Access
2. Policy and Procedures
3. Logical Security – proper username/passwords in place

Technology Division provides free IT Vulnerability Assessments that assist with identifying IT Network deficiencies sign up at <http://www.njgc.gov>

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## Audit

- Internal Control Assessments
  - Limited Scope review of specific areas

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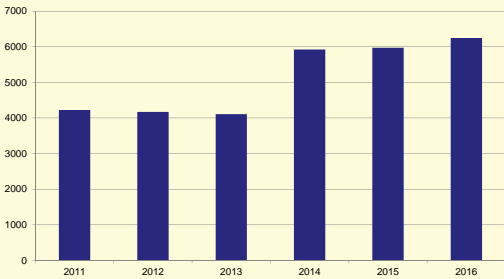
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## Overall MICS AUP Exceptions

MICS Exceptions for Indian Gaming



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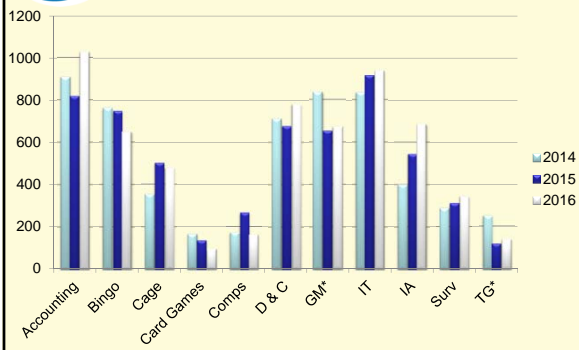
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## Breakdown by Section



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## 543 #5 Finding

- Audit and accounting 543.23(c)(8)
  - Internal audit
  - Controls established and procedures implemented
    - Follow-up performed to verify corrective action taken for all instances of non-compliance
    - Verification performed within 6 months following date of notification of non-compliance

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## 543 Tied #3 Finding

- Cage, Vault, Kiosk, Cash and Cash Equivalents 543.18(c)(4)
  - *Cage and Vault Accountability*
    - Gaming operation must establish and comply with a minimum bankroll formula to ensure cash or equivalents sufficient to satisfy obligations as they are incurred.

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## 543 Tied #3 Finding

- Complimentary Services or Items 543.13(d)
  - *Variations*
    - The operation must establish, as approved by the TGRA, the threshold level at which a variance must be reviewed to determine the cause.
    - Any such review must be documented.

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## 543 #2 Finding

- Promotions and Player Tracking Systems 543.12(d)
  - *Variations*
    - The operation must establish, as approved by the TGRA, the threshold level at which a variance must be reviewed to determine the cause.
    - Any such review must be documented.

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## 543 #1 Finding

- Auditing Revenue 543.24(d)(9)(iii)
  - Controls must be established and procedures implemented to audit of each of the following operational areas:
    - Cage, vault, cash and cash equivalents
      - Twice annually, a count must be performed of all funds in all gaming areas.

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## Summary of 543 findings

A majority of 543 findings are as it relates to the sections that require;

- Controls must be established
- Procedures implemented
- Thresholds established
- Actions documented

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## Regional Offices

WASHINGTON NATIONAL OFFICE  
WASHINGTON, DC 20005  
PHONE: (202) 632-7003

PHOENIX REGIONAL OFFICE  
PHOENIX, AZ 85012  
PHONE: (602) 640-2951

PORTLAND REGIONAL OFFICE  
PORTLAND, OR 97205  
PHONE: (503) 326-5095

TULSA REGIONAL OFFICE  
TULSA, OK 74103  
PHONE: (918) 581-7924

SACRAMENTO REGIONAL OFFICE  
SACRAMENTO, CA 95814  
PHONE: (916) 414-2300

ST. PAUL REGIONAL OFFICE  
ST. PAUL, MN 55101  
PHONE: (651) 290-4004

OK CITY REGIONAL OFFICE  
OKLAHOMA CITY, OK 73102  
PHONE: (405) 609-8626

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 **Questions**



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 **Course Evaluation**

- Provide an honest assessment of your experience
- Written suggestions and comments are greatly appreciated and allow us to improve your experience



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**Course Eval - Regional Guidance**  
When survey is active, respond at [PollEv.com/nigc](https://PollEv.com/nigc)

**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://PollEv.com/app)

© 0 surveys underway

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# Icebreaker



# Human Trafficking (BIA) Course







# Human Trafficking

National Indian Gaming Commission  
Kashena, WI  
August 22, 2017

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Presented by:

C. Renee Bourque, Supervisory Victim Specialist, BIA

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## Learning Objective

**DISCLAIMER:** Some of the information that you will hear and view contains graphic images and language as the information is taken from actual web sites that are used in the solicitation process.

- Introduction to human trafficking in tribal communities.
  - Increase your awareness
    - Provide definitions of human trafficking
    - Learn how to identify potential victims
    - Understand the mindset of victims

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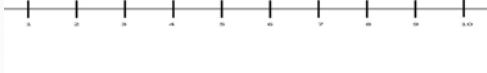
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What is your knowledge on trafficking?



1 = lack any knowledge  
100 = know everything about trafficking

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Exercise

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Ask Yourself

- Do you believe that human trafficking is happening in your community?
- Could a homeless person or runaway be a victim of human trafficking?
- Are human trafficking victims drug addicts?

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### True or False

- Is there human trafficking in Oklahoma?
- Is there trafficking in rural Oklahoma?
- Are prostitutes willing participants?
- Can children be prosecuted for prostitution?
- Is human trafficking prosecuted at the Federal level?
- Are all participants involved criminals?
- Does every jurisdiction have victim services for human trafficking victims?
- Do human trafficking victims want to be rescued?

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### Understanding the Mindset of a Victim



- Victims often don't see themselves as victims.
- Victims may feel shame, self-blame and feeling of unworthiness
- Victims may be coached to lie (give fabricated histories/scripted stories)
- Victims are fearful and distrust law enforcement and government services due to fear of arrest.
- Victims may have formed a trauma bond with their exploiter and may have deep loyalties and positive feeling for their abuser.
- Drugs often play a role in sex trafficking situations- sometimes as a way to cope victims stay in "the life" to support a drug habit.

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### Language

- **Pimp:** (Gorilla Pimp / Romeo Pimp) A person who controls and financially benefits from the commercial sexual exploitation of another person.
- **Bottom Bitch:** A female appointed by the trafficker/pimp to supervise the others and report rule violations. Also responsible for recruiting.
- **Branding:** A tattoo or carving on a victim that indicates ownership by a trafficker/pimp/gang.
- **Daddy:** The term a pimp will often require his victim to call him.
- **Date:** The exchange when prostitution takes place, or the activity of prostitution. A victim is said to be "with a date" or "dating." (John, Trick)

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## Language continued

- **The LIFE:** The subculture of prostitution, complete with rules, a hierarchy of authority, and language. Women and girls will say they've been "in the life" if they've been involved in prostitution for a while.
- **Turn Out:** To be forced into prostitution or a person newly involved in prostitution.
- **Wife's/Wife-in-Law/Sister Wife:** What women and girls under the control of the same pimp call each other
- **Eyeballing:** A term which refers to the act of looking around instead of keeping your eyes on the ground. Eyeballing is against the rules and could lead an untrained victim to "choose up" by mistake.
- **Choosing Up:** The process by which a different pimp takes "ownership" of a victim

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## Definitions

### **Sex Trafficking**

The recruitment, harboring, transportation, provision, obtaining, patronizing, soliciting, or advertising of a person for a commercial sex act induced by **force, fraud, or coercion**, or in which the person induced to perform such an act has not attained 18 years of age.

- Under 18 years of age it is a crime, and law enforcement does not have to prove force, fraud or coercion.

### **Labor trafficking**

The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of **force, fraud, or coercion** for the purpose of subjection to **involuntary** servitude, peonage, debt bondage, or slavery.

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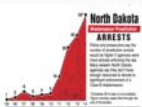
## Examples of Sex and Labor Trafficking

### **SEX TRAFFICKING:**

Child sex tourism, massage parlors, street prostitution, recruitment of tribal members from casinos into city limits; parents trading children for food, drugs, alcohol, wood, utilities, runaway or homeless youth (aging out of foster care) "man camps".

### **LABOR TRAFFICKING:**

Agriculture, begging/street peddling, beauty salons, construction, custodial work, elder care, exotic dancing, food industry/restaurant work, traveling sales crews, oil fields, etc.




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**Native American Trafficking – Video (8:16)**




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**Statistics**

- Trafficking is a continuation of a lengthy history for Native people, with colonization of America through wars, forced removal from homelands to reservations, boarding schools and forced urban relocation.

**Commercial Sex Trade Data**

- A review of community impact data taken from four formal studies demonstrates the disproportionate impact the commercial sex trade has on indigenous communities in both the U.S. and Canada.
  - In Hennepin County, Minnesota, roughly 25 percent of the women arrested for prostitution identified as American Indian while American Indians comprise only 2.2 percent of the total populations.
  - In Anchorage, Alaska, 33 percent of the women arrested for prostitution were Alaska Native, but Alaska Natives make up only 7.9 percent of the population.
  - Although many individuals involved in prostitution are not victims of sex trafficking, it is telling that Native women are so disproportionately represented among the population. It is necessary to examine what leads these women to this work and whether they have any other viable opportunities for economic advancement within their communities

Source: Human Trafficking Center Blog 2/14/17, Victoria Sweet, JD

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**22 U.S. Code Chapter 78**

**Trafficking Victims Protection Act (TVPA)**

- The Trafficking Victims Protection Act is the most important anti-trafficking law ever passed. The TVPA, criminalized human trafficking with its passage in 2000 and establishes victim protection for men, and women, adults and children, citizens, and non-citizens alike.
- Establishes a three-prong approach prevention, protection and prosecution.
  - §7101. Purposes and findings
    - (a) The purposes of this chapter are to combat trafficking in persons, a contemporary manifestation of slavery whose victims are predominantly women and children, to ensure just and effective punishment of traffickers, and to protect their victims.

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### A-M-P Model

Action*	Means **	Purpose
RECRUITS	<b>FORCE</b> Physical assault, sexual assault, confinement	A Commercial
HARBORS	<b>FRAUD</b> False promises about work/living conditions, withholding promised wages	Sex Act
TRANSPORTS	<b>COERCION</b> Threats of harm or deportation, debt bondage, psychological manipulation, confiscation of documents	Labor or Services
PROVIDES		
OBTAINS		

\* Additional actions that constitute sex trafficking, but not labor trafficking, include patronizing, solicits, and knowingly advertising.  
\*\* Neither force, nor fraud, nor coercion are required to be shown for minors under the age of 18 induced into commercial sex acts.

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### Casino & Hotel Identifying Victims of Human Trafficking

- Guest appears to be disconnected from individual, family, friends, etc.,
  - May have visible brandings
  - Lacks luggage, overnight bag
  - Rents more than one room; (working/trafficker rooms)
    - May lack identification
    - Uses entrances other than the front door
- Controlled movement
- May refuse cleaning services
- When room is cleaned, there is an unusual amount of condoms, lubricant and hand towels
- May have several phones/laptops in the room
- May have excessive pornographic TV purchases
- Transactions are completed in cash

Reference: K. Brown (2007). Hotel & Casino PPT

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### Human Trafficking in Montana: Part 2 (4:16)

Source: Completed at ABC FOX Montana, Great Falls, June 7, 2016

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## What do you do?

If you believe the person is in imminent danger, contact your local law enforcement or call 911

- If the person is a minor, and child abuse or neglect is suspected:
  - contact your local/tribal/county social services or child protection agency.
- If the person is a minor and human trafficking is suspected:
  - contact your social services/child protection and local/tribal law enforcement.
- If the person is an adult and human trafficking is suspected:
  - contact the appropriate law enforcement agency in your area and victim service organization.

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## How You Can Help

- Learn the indicators of human trafficking.
- Report suspicions to law enforcement by calling 911 or 24-hour National Human Trafficking Resource Center line at 1-888-373-7888.
- Volunteer and support anti-trafficking efforts in your community.
- Met with and/or write to your local, state, federal and tribal government representatives.
- Host an event to watch and discuss films about human trafficking.
- Work with local anti-trafficking agencies.
- Businesses: provide jobs, internships, skills training, and other opportunities to trafficking survivors.
- Train casino personnel.

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## Wisconsin Information

The screenshot shows the Wisconsin Department of Children and Families website. The header includes the department name and the tagline "Protecting Children, Strengthening Families, Building Communities". There are navigation buttons for "Report Child Abuse" and "Report Fraud", and a search bar. The main content area is titled "Wisconsin Anti-Human Trafficking Task Force" and includes a description of the task force and a list of links: "Wisconsin Anti-Human Trafficking Response Plan", "Anti-Human Trafficking Task Force", "Anti-Human Trafficking Coordinator", and "Anti-Human Trafficking Workgroups". Below this is a section for "Anti-Human Trafficking Task Force (AHTTF) Information" with links for "Membership Lists" and "Meeting Materials".

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## Wisconsin Information continued

- <https://dcf.wisconsin.gov/aht/taskforce>

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## Wisconsin - Polaris Project

The below statistics are based on the signals – phone calls, emails, and webforms – received by the hETRIC that reference Wisconsin. To protect the identity of the people we serve, the hETRIC does not disclose exact statistics related to venues, industries, or caller information when referenced fewer than three times.

**SINCE 2007**

Total Calls: 1,268  
Total Cases: 268

Total Victims - Moderate: 221  
Total Victims - High: 429

2016 statistics are current as of December 31, 2016

2016 2015 2014 2013 2012

**322** CALLS THIS YEAR

**63** HUMAN TRAFFICKING CASES REPORTED THIS YEAR

**VICTIMS & SURVIVORS IDENTIFIED**

- High Indicators: 121
- Moderate Indicators: 58
- Calls From Victims & Survivors: 44

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## Wisconsin – Polaris Project

**TYPE OF TRAFFICKING**

- Sex Trafficking (31)
- Labor Trafficking (8)
- Slave and Labor (1)
- # of Cases: 40

**TOP VENUES/INDUSTRIES FOR LABOR TRAFFICKING**

- Domestic Work (1)
- Agriculture (1)
- Retail/Wholesale Small Businesses (1)
- Health & Beauty Services (1)
- Other Industries (1)
- # of Cases: 6

**TOP VENUES/INDUSTRIES FOR SEX TRAFFICKING**

- Independent Dance (1)
- Residence Services (1)
- Child Based (1)
- Commercial Food Services (1)
- Other Venues (1)
- # of Cases: 6

**GENDER**

- Female (4)
- Male (1)
- # of Cases: 5

**AGE**

- Adult (1)
- Minor (1)
- # of Cases: 2

**CITIZENSHIP**

- US Citizen (1)
- Non US National (1)
- # of Cases: 2

These statistics are non-combative. Cases may involve multiple victims and include males and females, foreign nationals and US citizens, adults and minors. In some cases, callers do not provide demographic information.

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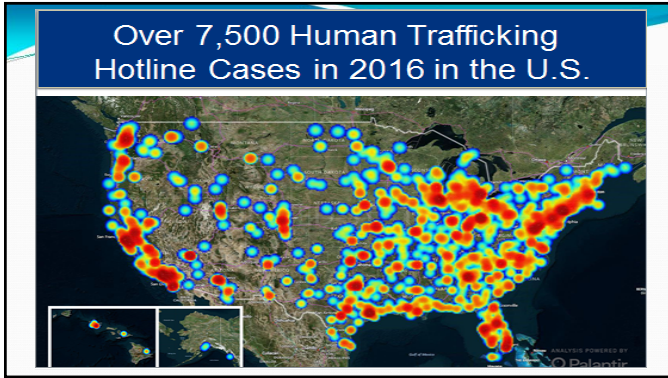
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**Polaris**  
Freedom happens now.

Polaris-Operated Anti-Human Trafficking Hotlines

NATIONAL HUMAN TRAFFICKING HOTLINE  
1-888-373-7888

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**Polaris**

Contact the National Hotline?

A NATIONAL HOTLINE AND RESOURCE CENTER  
**1-888-373-7888**  
CONFIDENTIAL | TOLL-FREE | 24/7

Contact the National Hotline

- CALL TOLL-FREE: 1-888-373-7888, 24/7 in 201 languages
- SEND AN EMAIL: [help@polaris.org](mailto:help@polaris.org), [info@polaris.org](mailto:info@polaris.org)
- REPORT A TIP ONLINE: [www.humantraffickingreport.org](http://www.humantraffickingreport.org)
- VISIT THE BYRIC WEB PORTAL: [www.byric.org](http://www.byric.org)

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Polaris

Contact BEFREE

Text "HELP" or "INFO" to:

**233733 (BEFREE)**

CONFIDENTIAL | MON-SUN | 3-11PM

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Questions

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Thank you

C. Renee Bourque  
Supervisory Victim Specialist  
BIA-OJS Victim Assistance Program  
District I (North/South Dakota and Nebraska)  
304 E. Broadway, Suite 354  
Bismarck, ND 58503  
701-258-3760 office  
605-407-7707 mobile  
[Cheryl.Bourque@bia.gov](mailto:Cheryl.Bourque@bia.gov)

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# Wisconsin Coalition Against Sexual Assault, Inc.

600 Williamson St., Suite N2 • Madison, Wisconsin • 53703  
Voice/TTY (608) 257-1516 • Fax (608) 257-2150 • [www.wcasa.org](http://www.wcasa.org)

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## Wisconsin Human Trafficking Resources

### STATE AGENCIES

#### **Wisconsin Office of Justice Assistance (OJA)**

State-wide Human Trafficking Committee <http://oja.wi.gov/vawa>

[OJAVAWA@wisconsin.gov](mailto:OJAVAWA@wisconsin.gov) or [trafficking@wcasa.org](mailto:trafficking@wcasa.org)

- For the full list of Human Trafficking Committee members please contact OJA

#### **WI Department of Justice**

Human Trafficking Resource Website [www.doj.state.wi.us/cvs/trafficking.asp](http://www.doj.state.wi.us/cvs/trafficking.asp)

Office of Crime Victim Services (DOJ-OCVS) [www.doj.state.wi.us/cvs](http://www.doj.state.wi.us/cvs)

DOJ-OCVS Victim Resource Center: 1-800-446-656

Crime Victims' Compensation Program: 608-264-9497

Division of Criminal Investigation (DOJ-DCI) [www.doj.state.wi.us/dci/tech](http://www.doj.state.wi.us/dci/tech)

WI Clearinghouse for Missing and Exploited Children [www.missingpersons.doj.wi.gov](http://www.missingpersons.doj.wi.gov)

### COALITIONS

#### **Wisconsin Coalition Against Domestic Violence (WCADV) [www.wcadv.org](http://www.wcadv.org)**

Morgan Young, Immigration / Poverty Attorney, [morgany@wcadv.org](mailto:morgany@wcadv.org)

Phone: 608-255-0539

### TASKFORCES

#### **Milwaukee Federal Human Trafficking Taskforce**

US Department of Justice (US DOJ) Eastern District of Wisconsin

Tracy Johnson, Assistant US Attorney, [tracy.johnson@usdoj.gov](mailto:tracy.johnson@usdoj.gov)

Phone: 414-297-1580

Milwaukee Police Department

Linda Stott, Detective, [ldstot@milwaukee.gov](mailto:ldstot@milwaukee.gov)

Phone: 414-935-7405

Denmark Morrison (main taskforce grant administrator) Phone: 414-935-7876

- \* For the full list of Human Trafficking Taskforce members please contact US DOJ

### LOCAL ORGANIZATIONS

#### ❖ **Dane County**

##### **Slave Free Madison (SFM) <http://slavefreemadison.squarespace.com>**

JoAnn Gruber-Hagen, Chair, [slavefreemadison@gmail.com](mailto:slavefreemadison@gmail.com)

Phone: 608-712-7788

- \* For the full list of Slave Free Madison members please contact SFM

#### ❖ **Dane County (continued)**

##### **Project Respect, ARC Community Services [www.arcomserv.org/programs.html#RESPECT](http://www.arcomserv.org/programs.html#RESPECT)**

Jan Miyasaki, Director, [jan@respectmadison.com](mailto:jan@respectmadison.com)

Phone: 608-332-4955

**Five Stones** [www.5-stones.org](http://www.5-stones.org)

Ben Stewart, Director, [bstewart@5-stones.org](mailto:bstewart@5-stones.org)

Phone: 920-277-5510

**WE International** [www.weinternational.org](http://www.weinternational.org)

David Lippiatt, Executive Director [dlippiatt@weinternational.org](mailto:dlippiatt@weinternational.org)

Phone: 608-334-2064

**WE International UW-campus branch**

Brenna, Campus Organizer, [bcyr@weinternational.org](mailto:bcyr@weinternational.org)

**LOVE 146 UW-Madison chapter**

Megan Brey, Campus Organizer, [mbrey2@wisc.edu](mailto:mbrey2@wisc.edu)

**Zonta Club of Madison** [www.madison.com/communities/zonta/](http://www.madison.com/communities/zonta/)

**Dane County SA CCR Committee on Commercial Sexual Exploitation of Children (CSEC)**

Co-chairs: Jan Miyasaki & JoAnn Gruber-Hagen

❖ **Fox Valley**

**Congregation of Sisters of St. Agnes (CSA)** [www.csasisters.org](http://www.csasisters.org)

Stella Storch, Justice Coordinator, [ssorch@csasisters.org](mailto:ssorch@csasisters.org)

Phone: 920-907-2315

**Five Stones** [www.5-stones.org](http://www.5-stones.org)

Connie Campbell, Head of Development, [ccampbell@5-stones.org](mailto:ccampbell@5-stones.org)

Phone: 920-277-5510

**F.R.E.E. International** [www.free-international.org](http://www.free-international.org) & [tkoslowksi.webs.com](http://tkoslowksi.webs.com)

Terra Koslowski, Wisconsin Representative, [terrakma@gmail.com](mailto:terrakma@gmail.com)

Phone: 920-279-2325

❖ **Greater Milwaukee**

**Trafficking Ends with Action (TEA)** [www.teawisconsin.org](http://www.teawisconsin.org)

Darius Alemzadeh, Director, [info@traffickingendswithaction.org](mailto:info@traffickingendswithaction.org)

Phone: 414-507-3631

**Sojourner Truth House** [www.sojournertruthhouse.org](http://www.sojournertruthhouse.org)

Human Trafficking Services

Christine Langkau, Community Resource Advocate and Legal Advocate

Phone: 414.276.1911 ext. 204 [christinel@familypeacecenter.org](mailto:christinel@familypeacecenter.org)

Human Trafficking, Domestic Violence and Sexual Assault Support Group

Nataliya Runte, [nrunte@sojournertruthhouse.org](mailto:nrunte@sojournertruthhouse.org)

Phone: 414-933-2722

**UMOS** [www.umos.org](http://www.umos.org)

Human Trafficking Outreach Program

Gina Allende, [gina.allende@umos.org](mailto:gina.allende@umos.org) & Astrid Ryan, [aryan9@wi.rr.com](mailto:aryan9@wi.rr.com)

Latina Resources Center

Mariana Rodriguez, Director, [mariana.rodriguez@umos.org](mailto:mariana.rodriguez@umos.org)

**Rethink Resources: Youth in Sex Trade** [www.rethinkresources.net](http://www.rethinkresources.net)

Claudine O'Leary, [claudine@rethinkresources.net](mailto:claudine@rethinkresources.net)

Phone: 414-212-5121

❖ **Greater Milwaukee (continued)**

**Basics** [www.basicsinmke.org](http://www.basicsinmke.org)

Afterschool Program Coordinator [mike@basicsinmke.org](mailto:mike@basicsinmke.org)

**Franciscan Peace Makers: Street Outreach** [www.franpax.com](http://www.franpax.com)

**Lemonade Stand** [www.lemonadestandinc.org](http://www.lemonadestandinc.org)

IMMIGRATION ASSISTANCE

**National Immigrant Justice Center** [www.immigrantjustice.org](http://www.immigrantjustice.org)  
(member of Freedom Network USA [www.freedomnetworkusa.org](http://www.freedomnetworkusa.org))  
Angela Hernandez, Trafficking Attorney, [ahernandez2@heartlandalliance.org](mailto:ahernandez2@heartlandalliance.org)  
Phone: 312-660-1322  
Katharine Egan, Social Services Advocate, [kegan@heartlandalliance.org](mailto:kegan@heartlandalliance.org)  
Phone: 312-660-1421

**RISE Law Center (Formerly IP-WCADV)**  
<http://www.wcadv.org/?go=whatwedo/immigration>  
Immigration Attorney (608) 256-1015

**Catholic Charities, Archdioceses of Milwaukee** [www.archmil.org](http://www.archmil.org)  
Barbara Graham, Immigration Attorney, [Bgraham@ccmke.org](mailto:Bgraham@ccmke.org)

**International Institute of Wisconsin**  
Benjamin Shryock, Immigration Attorney, [bshryock@iiwisconsin.org](mailto:bshryock@iiwisconsin.org)  
Phone: 414-225-6220

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## **National Resource Center and Hotline**

**Polaris Project**  
Phone: 202-745-1119  
[www.polarisproject.org](http://www.polarisproject.org)  
<http://nhtrc.polarisproject.org/>

**National Trafficking Hotline**  
**1-888-373-7888**

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## **Freedom Network USA**

[www.freedomnetworkusa.org](http://www.freedomnetworkusa.org)

# Active Shooter Training Course



# ACTIVE SHOOTER AWARENESS

National Indian Gaming Commission  
St. Paul Regional Training Course  
Menominee Casino Resort- Keshena, WI  
August 2017



Department of  
**Homeland  
Security**

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Department of  
**Homeland  
Security**

Federal Protective Service HQ  
Specialized and Advanced Training  
Weapons and Tactics Branch  
Consolidated Training Facility  
(703) 235-6170

**CHRIS YINGLING**  
Weapons & Tactics Branch / Chief  
[christopher.s.yingling@hq.dhs.gov](mailto:christopher.s.yingling@hq.dhs.gov)

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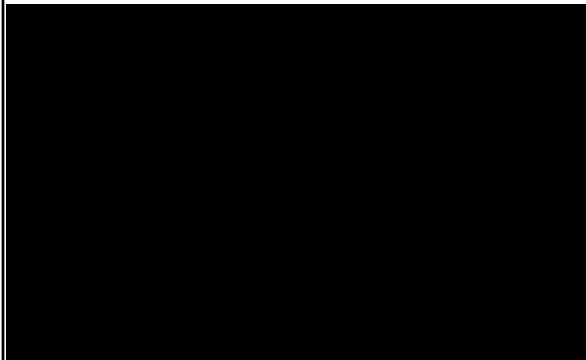
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***RUN > HIDE > FIGHT*** Video



Department of  
**Homeland  
Security**

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## Today's Discussion

- Active shooter statistics and previous incidents
- Evolution of police response
- How YOU react to an active shooter
  - Run, Hide, Fight
  - Facility lockdown procedures
- Emergency response planning
- What to do when law enforcement arrives



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## DHS definition of active shooter:

"an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearm[s] and there is no pattern or method to their selection of victims."



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## Deadliest mass killings in U.S history

- PULSE NIGHTCLUB Orlando, FL      June 12, 2016  
50 Killed, 53 Wounded  
Suspect killed by SWAT after taking hostages
- VIRGINIA TECH Blacksburg, VA      April 16, 2007  
32 Killed, 23 Wounded  
Suspect committed suicide
- SANDY HOOK Newtown, CT      Dec 14, 2012  
27 Killed, 1 Wounded  
Suspect committed suicide



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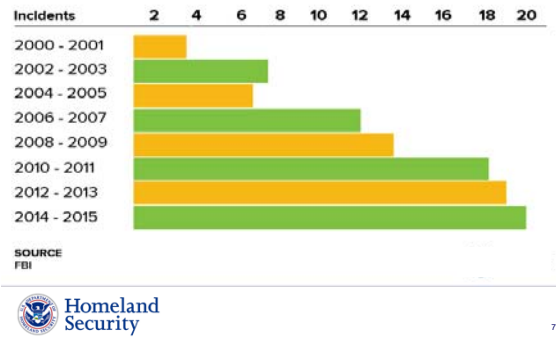
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## Average # of Active Shooter Incidents on the rise **per year**




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## Active Shooter Incidents 2014-2015

- 40 total incidents over a 2 year span
- 231 Casualties,
  - 92 Killed, 139 Wounded (excluding the shooters)
    - Inland Regional Center, San Bernardino – 14 killed, 22 wounded
    - Isla Vista, CA – 6 killed, 14 wounded
  - 4 Law Enforcement officers (LEO) Killed and 10 Wounded in 6 Incidents
  - 3 Unarmed Security Guards Wounded
- 6 Incidents ended when citizens acted to end the threat
- 26 incidents ended with Law Enforcement at the scene
- 42 Shooters
  - 39 male, 3 female (2 husband-and-wife teams)
  - 16 Shooters committed suicide, 14 killed by LEOs, 12 Shooters Apprehended

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## Active Shooter Incidents 2014-2015

- LOCATIONS**
- 15 in areas of Commerce
    - 9 in business environments generally open to pedestrian traffic - 23 killed, and 38 Wounded
    - 3 in businesses closed to the general public - 3 killed, 8 wounded
    - 3 in malls - 3 killed, 9 wounded
  - 6 in a variety of different open space locations
  - 19 in other environments (schools, Fed Property, health care, religious)

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## Previous Casino Shootings Nationwide

- **Sept 2016 – CEASAR’S CASINO, Atlantic City, NJ**
  - One Killed and 2 Police Officers shot and critically wounded investigating “criminal activity” which turned out to be a robbery.
  - 1 suspect killed and 2 taken into custody
- **Apr 2016 – POTAWATOMI HOTEL AND CASINO, Milwaukee, WI**
  - Individual fires shots over what he believed was a stolen vehicle and then inside at the “High Rollers” tables and described patrons as “Snakes” after stealing chips.
  - Suspect taken into custody
- **Mar 2015 – EMERALD QUEEN CASINO, Tacoma, Wash**
  - Suspect was driving around in parking lot confronting people with firearm. When confronted by another driver, suspect shot and killed him and drove away.
  - Suspect later taken into custody



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## Previous Casino Shootings Nationwide

- **Oct 2013 – BALLY’S HOTEL and CASINO, Las Vegas, NV**
  - 1 killed and 2 wounded, over an argument of cover charge.
  - Suspect tackled by Security and taken into custody
- **July 2011 – MUCKLESHOOT CASINO – Auburn, Wash**
  - 7 shot and Wounded, after suspect allegedly seeing his wife with another man.
  - Suspect tackled by security and taken into custody
- **Aug 2007 – NEW YORK NEW YORK HOTEL CASINO, Las Vegas, NV**
  - “Distressed” Gunman on balcony opens fire (6 Shots) on gamblers below, Wounding 4.
  - Suspect tackled by military patrons and taken into custody



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## The Evolution of Police Response



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## What Is Situational Awareness?

**Situational awareness** involves being aware of your surroundings and the environment.

The ability to identify, process, and comprehend information about what is occurring or about to occur and how one's own actions will impact both immediate and future outcomes.



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## Potential Indicators of Violent Behavior:

- Is there any previous behavior or emotional state that raises a "Red Flag"??
- "Watch List"; Disgruntled persons or complaint file

### Pre-Attack Indicators

- What are some signs / signals that person presents that are possible out of the ordinary?

### Armed Robbery v. Active Shooter

- What are some signals / signs and or differences between the two?
- What are the differences in your actions?



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## How do *YOU* respond to an active shooter?

Your location and the location of the incident dictate your actions!

- RUN
- HIDE
  - Cover v. Concealment
- FIGHT



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## Building Lock Down Procedures

- Activate the emergency plan
- Lock doors
- Communicate
- Use signals and/or codes if rehearsed
- Determine a Safe Area
- Account for employees
- Do not open door until police arrive



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 Homeland Security

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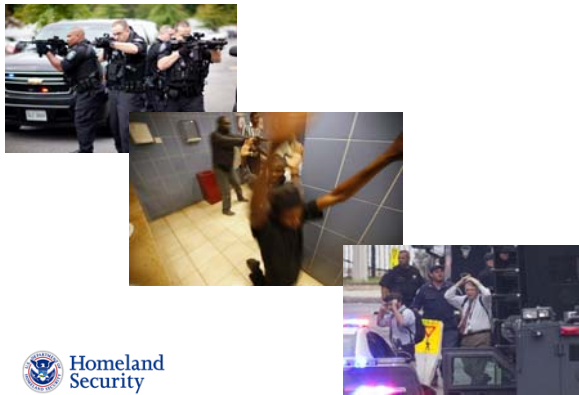
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### When Law Enforcement Arrives



 Homeland Security

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## What are Soft Targets?

- Typically defined as publicly accessible locations that are not generally "fortified."
- Recognize that any soft target is vulnerable to an act of violence / terrorism
- You CAN dramatically reduce your risk profile and provide for a safer, more secure facility by identifying policies and procedures that can effectively address acts of violence and terrorism



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## How can we harden Soft targets?

- Safety, Security and Emergency Plans
- Conduct a comprehensive vulnerability assessment to identify weaknesses in your current facility emergency action plan
- Assess the facilities security and life safety product inventory



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## What Is Your Role?

- Be Vigilant (Be Present & Observe)
- Should you Intervene?
- What resources do you have?
  - What are Security forces doing?
  - Camera surveillance
  - Signals, codes
  - Prior training, drills
- Notify and Communicate Information
- Take Control
  - Assist the public in escaping the threat
  - Alert occupants and provide assistance (evacuate or shelter in place)
  - Render aid



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## After the Incident?

- Closures? What, and for how long?
  - Remember it is now a Crime Scene
  - Return to Normalcy
- Loss of Business
- Media
- Public Relations
- Counseling
- After Actions / Lessons Learned



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## Plan, Plan, Plan!

Chaos, panic and fear can never be eliminated. But they can be minimized and controlled when there is preparation, planning and rehearsal prior to the event that causes them.

Success depends upon previous preparation, and without such preparation there is sure to be failure."  
~ Confucius



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## Questions and Answers



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# Detecting Gamesmanship Course





 National Indian Gaming Commission

**Detecting Gamesmanship**

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 Objectives

1. Quick review of IGRA
2. Discuss elements of Gamesmanship
3. Discuss three violations and conduct a practical exercise for each.
4. Review and Test

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 IGRA Purposes

Provide a statutory basis for the operation of gaming by tribes to promote:

- tribal economic development
- self-sufficiency, and
- strong tribal governments.

Provide a statutory basis for the regulation of gaming by a tribe that is adequate to:

- shield it from corrupting influences;
- ensure tribe is the primary beneficiary of the gaming; and
- gaming is fair and honest by the operator and the player.

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## Gamesmanship

1. Non-tribal government interest
2. Manipulates Tribal business relationships associated with Indian gaming operations in furtherance their own interests
3. Undue influence over the tribal decision making process (as can be the case when the gamesmanship is facilitated by trusted tribal advisors)
4. At the expense of the tribal gaming operation and, therefore, the tribe and its citizens
5. Violates IGRA or NIGC regulations, Tribal Gaming Ordinances and other federal, state or tribal laws

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## Gamesmanship Violations under IGRA

- Under IGRA, Gamesmanship violations are enumerated as:
  - Managing an Indian gaming operation without an approved management contract,
  - A violation of the sole proprietary interest requirement,
  - Misuse of gaming revenue.
- Both the Tribe and a non-Tribal government party may be in violation of IGRA, NIGC regulations, and Tribal Gaming Ordinances.
- Gamesmanship violations may be a substantial violation of IGRA that can result in a closure order or civil fine assessment of up to a maximum of \$50,000 a day.

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## Management Without an Approved Contract

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### Management Contracts in IGRA

- 25 U.S.C. § 2711
  - Chairman is required to:
    - Collect substantial identifying information on contractor, including detailed financial information
    - Conduct a background investigation on the contractor
  - Specific terms required for approval:
    - Reimbursement caps, minimum guaranteed payments, and term limits, etc.
  - Unapproved Management Contracts are void

*See 25 C.F.R. Parts 531, 533, 535 537*

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### NIGC Bulletin 94-5

- Any agreement can be management if it authorizes management activity.
- Provides distinctions between Consultant Agreements and Management Contracts
- Optional Contract Review by Office of General Counsel.

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### Management Without An Approved Contract

- Managing without an approved contract is a substantial violation of IGRA that can result in a closure order or civil fine assessment (up to a maximum of \$50,000 a day).
- Both the Tribe and the third party may be in violation of IGRA and NIGC regulations when this occurs.

*See 25 C.F.R. § 575.4*

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### Practical Exercise 1&2

- Management without a written contract
- Management with an approved contract

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### Sole Proprietary Interest

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### Sole Proprietary Interest

- Every approved tribal gaming ordinance must provide that the tribe will have the sole proprietary interest and responsibility for the conduct of any gaming activity.

*See 25 U.S.C. § 2710(b)(2)(A)*

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### Evaluating Proprietary Interest

- The term of the relationship between the tribe and the third party;
- The amount of revenue paid to the third-party; and/or
- The third party's right of control over the gaming activity.

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### Misuse of Gaming Revenue

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### Misuse of Gaming Revenue

- Violation of IGRA and NIGC regulations
- Five specific purposes
- When used for some other purpose, can result in a Notice of Violation

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 **Desired Outcome**

- Stop the violation
- Amend or void agreements
- Return management control to the tribe and/or ensure the tribe is the sole beneficiary
- Promulgate controls to prevent reoccurrence
- May result in a criminal referral

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 **What to Expect from NIGC**

- Identifying Gamesmanship is an agency priority and NIGC Compliance Officers may:
  - Ask questions related to Gamesmanship during site visits
  - Review contracts on site
  - Request copies of contracts, payment records and other associated documents
  - Visit with operations staff about 3<sup>rd</sup> party services and activities

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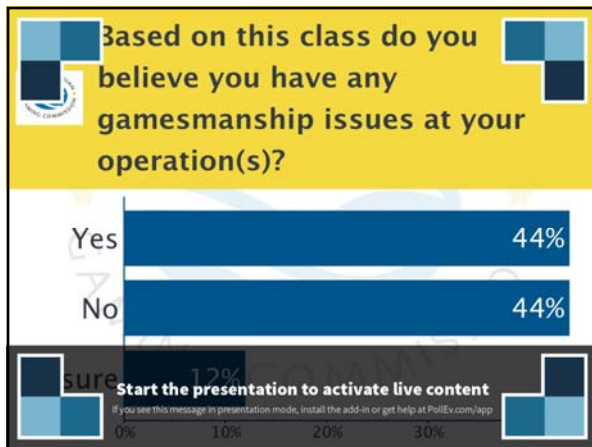
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## Questions?

- Please reach out to the Division of Compliance or the Office of General Counsel if you have any questions.

202-632-7003

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## Knowledge Review

- Be sure to include your name and email address
- Do your best
- Be on the lookout for the survey email 90 days from today

QUESTIONS

1- A B C D

2- A B C D

3- A B C D

4- A B C D

5- A B C D

6- A B C D

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**Knowledge Review - Detecting Gamesmanship**  
When survey is active, respond at [PollEv.com/nigc](http://PollEv.com/nigc)

**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](http://PollEv.com/app)  
© 2017 surveys underway

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 **Course Evaluation**

- Provide an honest assessment of your experience
- Written suggestions and comments are greatly appreciated and allow us to improve your experience



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 **Course Eval - Detecting Gamesmanship**   
When survey is active, respond at [PollEv.com/nigc](https://PollEv.com/nigc)

 **Start the presentation to activate live content**   
If you see this message in presentation mode, install the iOS-in or get help at [PollEv.com/app](https://PollEv.com/app)  
© 0 surveys underway

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## RED FLAGS HANDOUT

Below is a list of Red Flags that may help regulators identify IGRA violations. When one of a combination of these are observed or reported, additional investigation will be needed to determine if there is actually a violation. This is not an exhaustive list and there will be other actions not listed that may constitute an IGRA violation.

### Management w/o approved contract

- Operation managers appear not to be making management decisions or not to have the authority to make decisions. This may be for one part of the gaming or all gaming.
- Are policies and regulations written by outside parties or are approved by 3<sup>rd</sup> parties before implementation?
- Are 3<sup>rd</sup> parties present at the casino to consult on issues when not needed or outside agreement?
- Do 3<sup>rd</sup> parties direct employee activities, directly or indirectly?
- Do 3<sup>rd</sup> parties maintain close relationship with an elected official(s), or top management?
- Are 3<sup>rd</sup> parties available to meet with the regulators, or do they disappear when you are on site?
- Do 3<sup>rd</sup> parties have unescorted access to restricted areas like back of the house, gaming machines, financial information, etc.?
- Is the 3<sup>rd</sup> party's work consists of tasks that management would typically perform?
- Written documentation between the 3<sup>rd</sup> party "consultant" and the tribe is non-existent, limited, or off topic.
- The 3<sup>rd</sup> party is reviewing and approving promotions/marketing.
- Employees and regulators who do not agree with the 3<sup>rd</sup> party or attempt to regulate the 3<sup>rd</sup> party are demoted or terminated.
- Operation managers appear not to be making management decisions or not to have the authority to make decisions. This may be for one part of the gaming or all gaming.
- Does the 3<sup>rd</sup> party have unrestricted access/remote access to your games/gaming system(s) that will allow for changes to be made in relation to payout of the games/gaming system(s).
- Is the 3<sup>rd</sup> party deciding the payout percentages on your games/gaming systems?
- Is the 3<sup>rd</sup> party deciding what games will be offered and/or where they will be placed on the floor?
- Is a 3<sup>rd</sup> party giving final approval of changes to payout percentages, changes of games/gaming system(s) in the tribal facility?
- Does the 3<sup>rd</sup> party participate in or are they responsible for selecting other vendors at the casino? Including back off house accounting system, insurance, other EGM vendors.
- Does the 3<sup>rd</sup> party have to agree with management on the decisions above? Consensus is a form of management.

Management w/o approved contract continued:

- Does the 3<sup>rd</sup> party have control physically or by approval of any of the casino accounts or expense payments?
- Does the manager get a paycheck or a lump sum based on a percentage of revenue?
- If manager receives a bonus based on a percentage of revenue, does their contract list what must be accomplished to achieve the bonus?

SPI

- Most common: are payments to the vendor excessive, based on a percentage of revenue, over a long period of time or indefinite? Vendor may have provided significant services in the beginning, but eventually is doing nothing to receive the payments.
- Does the agreement extend beyond 5 or 7 years or beyond the needs of the tribe?
- Does default of the agreement give the vendor land, buildings, or control over gaming?
- Does the vendor control payout, game placement, game selection?
- Does the agreement give the vendor the majority of the floor space or a high percentage of the revenue from each machine or system?
- Compensation that is out of proportion for work performed and/or is based on a percentage of net win, net gaming revenue or gross gaming revenue.
- 3<sup>rd</sup> party seldom present at the casino (1 x week, 1 x month, etc.), yet paid significant compensation.
- Previous agreements and contracts handled by multiple parties are consolidated into one party at a higher rate of pay.
- Previous contract rates are greatly increased (x2, x10, x100) for no apparent reason when transferred to a new party.
- Repayment to developer is unlimited or lengthy and based on a percentage of revenues.
- Termination of contract is in favor of vendor or difficult for tribe to terminate.
- Is the vendor paying the tribe game placement fees and retaining substantial control over the machines/systems?

Misuse of Gaming Revenue

- Is there a lack of policies and procedures in procurement and accounting?
- Has the TGRA encountered difficulty in promulgating policy and procedures to protect the gaming operation against fraud both internally and externally?
- Are all gaming revenue sources accounted for in the cage and vault and expensed through the casino accounting procedures?
- Is the casino distributing payments directly to tribal members or individuals under the guise of an undocumented tribal assistance programs or loan program, where there is no expectation of repayment?
- Are there proper policy and procedures in place for the issuance of complimentary, most notably discretionary complimentaries. (Who is issuing the comps? Do they have authority within policy to issue (dollar amounts and job titles of issuer)? Who are they issuing the comps too? Are they players, do have any association with vendors, are they issued to decision makers for the gaming facility or tribe?)

#### Misuse of Gaming Revenue Continued:

- Previous agreements and contracts handled by multiple parties are consolidated into one party at a higher rate of pay.
- Previous contract rates are greatly increased (x2, x10, x100) for no apparent reason when transferred to a new party.
- Fraudulent purchases by casino employee/management.
- Payment of ghost employees.
- Unauthorized write-off of player debt or NSF checks.
- Promotion fraud.
- Misuses of casino charge cards.
- Misuse of complementary services.
- Operating a casino without an approved budget makes misuse harder to track.

#### Misc. Red Flags

- No one has a copy of the agreement and the CO cannot find anyone who has reviewed it.
- TGRA or Operations attempt to defend the Parties presence and contributions prior to inquiry.
- Attempts to avoid licensing process or is not fully cooperative.
- Contract is overly simple and vague.
- Presents of new gaming machine vendors and product not typically seen in the market or appears to be substandard in performance.

**NATIONAL INDIAN GAMING COMMISSION  
BULLETIN**

No. 94-5

October 14, 1994

**Subject:     Approved Management Contracts v. Consulting Agreements  
              (Unapproved Management Contracts are Void)**

One of the purposes of the Indian Gaming Regulatory Act (IGRA or Act) is:

to provide a statutory basis for the regulation of gaming by an Indian tribe adequate to shield it from organized crime and other corrupting influences, to ensure that the Indian tribe is the primary beneficiary of the gaming operation, and to assure that gaming is conducted fairly and honestly by both the operator and players.

25 U.S.C. 2702(2). To carry out this purpose, the Act requires, among other things, the approval of management contracts for the operation and management of Indian gaming operations. 25 U.S.C. 2705(a)(4); 25 U.S.C. 2710 (d)(9); and 25 U.S.C. 2711.

Questions have been raised as to what distinguishes a management contract from a consulting agreement. The answers to these questions depend upon the specific facts of each case. The Commission stands ready to make a decision as to whether or not a particular contract or agreement is a "management contract" under Commission regulations. However, before doing so, the Commission must see the entire document including any collateral agreements and referenced instruments.

The consequences are severe for a manager who mistakes his management agreement for a consulting agreement. Consequently, the Commission offers the following information and observations.

**MANAGEMENT CONTRACTS AND OTHER GAMING RELATED CONTRACTS**

"Management contract" is defined as:

any contract, subcontract, or collateral agreement between an Indian tribe and a contractor or between a contractor and a subcontractor if such contract or agreement provides for the management of all or part of the gaming operation.

NIGC approval of management contracts is required by IGRA as a means of protecting the tribes. A requirement for including within the scope of audit of the gaming operation other contracts, including supply contracts, is similarly a means of protecting the gaming operations and ultimately the tribes from those deemed unsuitable for Indian gaming or on terms at variance with IGRA's requirements. Other gaming-related contracts not providing for management may require the approval of the Secretary of the Interior.

#### EFFECT OF NON-APPROVAL

A management contract that has not been approved by the Chairman is void. Furthermore, the management of a gaming operation under a "management" contract or agreement that has not been approved could result in the gaming operation being closed. The consequences to the parties are:

- o The tribe would have to close down the operation or operate it on its own, and
- o The management contractor would have to vacate the operation and could be subjected to legal action to return to the tribe any funds it received under the contract.

#### MANAGEMENT

Management encompasses many activities (e.g., planning, organizing, directing, coordinating, and controlling). The performance of any one of such activities with respect to all or part of a gaming operation constitutes management for the purpose of determining whether any contract or agreement for the performance of such activities is a management contract that requires approval.

Furthermore, the Congress and the Commission have determined that certain management activities can or should be present in a management contract. The presence of all or part of these activities in a contract with a tribe strongly suggests that the contract or agreement is a management contract requiring Commission approval. Such activities or requirements with respect to the gaming operation include, but are not limited to, the following:

- o Maintenance of adequate accounting procedures and preparation of verifiable financial reports on a monthly basis;
- o Access to the gaming operation by appropriate tribal officials;
- o Payment of a minimum guaranteed amount to the tribe;
- o Development and construction costs incurred or financed by a party other than the tribe;

- o Term of contract that establishes an ongoing relationship;
- o Compensation based on percentage fee (performance); and
- o Provision for assignment or subcontracting of responsibilities.

It has been argued that if all of the ultimate decision-making is retained by the owner, the agreement should be construed as a consulting agreement. Some gaming operations are owned by individuals, some by corporations, some by partnerships, some by Indian tribes, etc. Regardless of the form of ownership, the owner always has the ultimate authority when it comes to decision-making. The exercise of such decision-making authority by the tribal council or the board of directors does not mean that an entity or individual reporting to such body is not "managing" all or part of the operation.

### CONSULTING CONTRACT

What then is a consulting contract and what regulatory requirements would apply? The answers to such questions must be made on a case-by-case basis because they depend on the facts and circumstances of the individual situation and the actual day-to-day relationship between the tribe and the contractor.

An agreement that identifies finite tasks or assignments to be performed, specifies the dates by which such tasks are to be completed, and provides for compensation based on an hourly or daily rate or a fixed fee, may very well be determined to be a consulting agreement. On the other hand, a contract that does not provide for finite tasks or assignments to be performed, is open-ended as to the dates by which the work is to be completed, and provides for compensation that is not tied to specific work performed is more likely to be construed as a management contract.

Regardless of the specifics of a consulting agreement, advance approval is not required but an advance determination under Bulletin No. 93-3 is strongly recommended to avoid a later decision by the Commission that the agreement is a management contract.

### REQUIREMENT FOR DETERMINATION

The Commission recognized early the need to provide guidance on which contracts are subject to approval and therefore issued Bulletin No. 93-3 on July 1, 1993. It provides for the submission of gaming-related contracts and agreements to the NIGC for review. The Bulletin states:

In order to provide timely and uniform advice to tribes and their contractors, the NIGC and the BIA have determined that certain gaming-related agreements, such as consulting agreements or leases or sales of gaming equipment, should be submitted to the NIGC for review. In addition, if a tribe or contractor is uncertain whether a gaming-related agreement requires the approval of either the NIGC or the BIA, they should submit those agreements to the NIGC.

The NIGC continues to make itself available to review all such gaming-related contracts and agreements.

## Handout #3

### **Management without a contract**

Neighbor Mike runs the local hardware store where Tribe frequently purchases supplies. Tribal Chairman Charlie let's Mike know that the Tribe will soon begin construction of a new casino. Mike tells Charlie that he can acquire substantial supplies for the Tribe at a discount. Charlie agrees and frequently consults Mike for recommendations on contractors. Once the foundation is poured, Mike tells Charlie he can get him an excellent deal on an electrician. Charlie tells him to go for it. Mike gets his brother-in-law Bobbie to give him a good deal on electrical work but Bobbie needs a contract for tax purposes in a hurry (its December 30). In the rush, Mike signs the contract himself on behalf of the Casino.

Having done such a great job helping the Tribe get the Casino constructed and because Neighbor Mike is an excellent businessman, he continues to help Charlie get the Casino going.

The Tribe is not happy with their slots manager so Mike volunteers to find a replacement. Mike heads out to G2E and meets Eric. Mike has dinner with Eric and has extensive discussions with him about the possibility of Eric becoming the slots manager at Tribal Casino. They discuss salary, roles and responsibilities, and timing of Eric's employment as Slots Manager at Tribal Casino. Mike informs the Tribal Economic Development Committee that he has found a new slots manager. Mike invites Eric out to meet with Tribal ED. After a very short interview, Eric waits outside. Mike comes out and offers Eric the job; Eric accepts and comes to work at the Tribal Casino.

Mike is at the Casino daily for four months. He gives Eric "advice" about what the Tribe wants him to do. Mike begins to regularly invite vendors into the Casino; Mike has Casino employees open machines and monitor vendor's activities while working on the machines.

In return for his constant attention, Chairman Charlie uses Mike's store for all the Casino's needs. Every year, the Tribe gives Mike the "Neighbor of the Year" award of \$100,000.

Directions: Review the Red Flags (handout1), and Bulletin 94-05 (handout2), review the scenario and answer the questions below?



## Practical Exercise 1

**Directions:** review the scenario in handout 3 (management without a contract) and answer the following questions.

1. Identify any Problematic actions (Group Discussion)? \_\_\_\_\_  
\_\_\_\_\_
2. If problematic actions are identified what would be your next steps? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Is anyone managing without an approved contract if so who? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (the "Agreement"), dated December 25, 2016, is made by and between the ABC Gaming Board, a governmental subdivision of the ABC Board (hereinafter "Board"), located at 1234 West Over there St., Midway, Oklahoma, 70001, and Harry Spotter, an individual, whose mailing address is 6789 East Right there Ave, Anytown, America 10001 (hereinafter the "Consultant"), each party hereto referred to hereinafter individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the BOARD desires to retain an outside, independent consultant for a limited period of time to render the Services set forth herein with respect to the Project; and

WHEREAS, Consultant, who has knowledge and expertise with respect to the Services, including providing operational guidance to tribal gaming operations, desires to render consulting services to BOARD for the Project on a part-time basis for a limited period of time.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I. DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement: "**Project**" shall mean and refer to the BOARD's ongoing initiatives with respect to the development and expansion of its business and gaming operations, including but not limited to analyzing and developing possible business and gaming opportunities.

"**Services**" shall mean and refer to the services to be performed by Consultant for the Project, which will include assisting the BOARD with further development and expansion of its business and gaming operations, including but not limited to the development of possible business and gaming opportunities, the training and development of the BOARD management team, the preparation and development of policies and procedures for BOARD operations, the development of plans for further expansion of BOARD operations, the development of marketing strategies for BOARD's operations, the rendition of advice with respect to hiring and further developing BOARD's senior leadership team, and additional specific related matters and tasks to be assigned by the BOARD's Board of Directors from time-to-time.

### ARTICLE II. TERMS RELATING TO CONSULTANT'S SERVICES

2.01 Consultant's Control of the Services. The BOARD hereby engages the Consultant to render professional/business advice concerning the Project as an independent, outside consultant and not as an employee of the BOARD, and the Consultant shall at all times control the specific details of how the Services hereunder shall be performed, what equipment and tools to use, support staffing, and the purchase of necessary supplies.

2.1 On-Site Presence of Consultant. Consultant acknowledges and agrees that the nature of the Project and the Services require that Consultant will need to meet with the BOARD and other members of the

## Handout #4

BOARD's senior leadership team from time-to-time for purposes of planning and to discuss ongoing tasks and matters relating to the Project. Consultant agrees to attempt to be reasonably available to attend meetings, in person, with the BOARD and personnel designated to oversee and manage the Project.

2.2 Consultant Work Materials and Supplies. Consultant shall be responsible for providing Consultant's own office supplies and other work materials necessary for carrying out the Services. BOARD shall make available to Consultant a work station or other area in which to work at the Project Site, as necessary and as requested by Consultant.

**2.03 Limitations on Consultant/Board. In no event shall Consultant: (i) control or authorize the expenditure Project funds or monies; (ii) exercise any control over the operation of the BOARD and/or the Project Site; or (iii) direct or supervise BOARD employees/personnel.**

### ARTICLE III. COMPENSATION

3.1 Consultant Compensation. BOARD agrees to pay Consultant the total annualized sum of One Hundred Thousand Dollars (\$100,000.00) or 10% of the Gross Gaming Revenue whichever is greater (the "Compensation") for the consulting Services to be rendered under this Agreement, commencing on the 1st day of the month beginning January 1, 2017 (the "Commencement Date." The Compensation will be paid to the Consultant on a monthly basis, and on the same schedule as for casino employees. Such Compensation will be paid only so long as the Project continues or until the end of the Term.

### ARTICLE IV. STATUS OF CONSULTANT AS CONTRACTOR

4.1 Independent Contractor Status. The status of Consultant shall be that of an independent contractor, and Consultant shall not have the status of an employee of the BOARD. Consultant's sole compensation shall be as set forth herein, and Consultant shall not be eligible to receive any additional compensation than that provided hereunder, and shall not be eligible for participation in benefit plans offered by the BOARD to its employees.

4.2 Consultant's Option to Engage in Other Businesses. BOARD acknowledges that Consultant has other work and employment and provides similar services as those to be rendered hereunder to other clients, and that Consultant is not agreeing or committing hereunder to provide the Services on an exclusive basis to the Board .

4.3 Tax Reporting; Tax Obligations.

4.3.1 Consultant's Obligations. Consultant shall be solely responsible for satisfaction of all obligations of the Consultant to report and pay taxes with regard to compensation earned pursuant to this Agreement, and further agrees to hold the BOARD harmless from any liability for unpaid taxes or penalties imposed on Consultant in conjunction with Consultant's earnings hereunder.

4.4 Non-Agency Status of Consultant. The parties acknowledge and agree that Consultant is retained solely to provide to the BOARD the Services set forth herein, shall not be an agent of the Board for any purpose, and is not authorized to act on the BOARD's behalf.

6.01 Effective Date. This Agreement shall become effective as of the latter of (i) the Commencement Date or (ii) the date this Agreement is executed by the last party to sign or (iii) the date of final approval of this Agreement by an action of the Business Committee of the BOARD.

6.02. Term. The term of this Agreement shall begin on the Commencement Date and continue until the latter of (i) final completion of the Project or (ii) a termination of the Agreement or (iii) December, 2018, on which date this Agreement shall expire by its terms unless extended by written agreement of the parties.

#### ARTICLE xm. TERMINATION

13.1 Notice of Breach. Upon any material breach of this Agreement, the non-breaching party shall cause notice to be delivered to the breaching party setting forth the nature of the breach and the specific portions of the agreement relevant thereto. Said notice shall recite a cure period of five (5) days from the date of receipt of said notice by the breaching party. In the event said cure period expires without appropriate response from the breaching party, a default shall automatically occur and either party may terminate this Agreement immediately.

13.2 Termination for Specific Reasons. In the event of any of the following or any similar events either party may terminate this Agreement immediately by providing notice to the other party:

(a) completion of all or particular phases of the Services or the Project; (b) insolvency of the other party; (c) filing of a voluntary petition in bankruptcy by the Consultant; (d) filing of any involuntary petition in bankruptcy against the other party; (e) appointment of a receiver or trustee for the Consultant; (f) execution of an assignment for the benefit of creditors by the other party; or (g) there is a material adverse change in the other party's financial condition, including the BOARD's lack of funding to complete any portion of the Project.

13.3 Termination for Convenience. Notwithstanding any other provision or basis for a termination herein, by virtue of the nature of the professional/business services and advice to be rendered by the Consultant hereunder, this Agreement may be terminated by any party hereto at any time, with or without cause, upon reasonable notice to the other party.

13.4 Cancellation of Project. The BOARD may discontinue the Project or Consultant's services at any time, at its sole discretion, upon reasonable notice to the Consultant. Consultant acknowledges and agrees that, due to the nature of the Project, the BOARD may at any time determine that the Project and Consultant's services are no longer necessary, and Consultant agrees that it has no expectation hereunder of earning the full Compensation for the entire term of this Agreement. In the event the BOARD elects, in its discretion, to cancel or discontinue Consultant's services or the Project, the BOARD shall provide written notice of such cancellation to Consultant, and the Consultant will be paid for then-current month on a pro-rata basis, along with any expenses due and owing to Consultant, as provided hereunder. The sums set forth in this paragraph shall serve as the total liquidated damages due and owing to the Consultant in the event of a termination or cancellation hereunder, and Consultant shall not be entitled to any further monetary compensation or damages in such event.

## Handout #4

### Facts for scenario in Handout #4

1. Harry Spotter's resume and gaming vendor license indicates he has 15 years of combined experience managing various casinos.
2. The Board has drawn up a new organization chart that places Spotter between the board and the gaming operation.
3. One of Spotter's first actions was to begin rewriting position descriptions for management team members.
4. Casino employees are referring to Mr. Spotter as "the new boss".
5. Casino Manager Sherry Lost is requesting to visit with Mr. Spotter before they respond to the TGRA's inquiries and request for internal control remedies.
6. The most recently hired employee tells the TGRA compliance officer that she was interviewed by Mr. Spotter and he offered her the position. She met the Casino Manager Lost on her first day at work.
7. The Board requests the TGRA cc Mr. Spotter on all correspondence.
8. When GM Lost emails or calls the Board, Mr. Spotter responds.

## Practical Exercise 2

**\* When reviewing contracts is important to consider all provisions**

**Directions: For the purpose of this exercise only review the following contract provisions Services, Term and Financial Compensation. Answer the following questions:**

### Services

1. Are the Services to be provided specific or overly broad? \_\_\_\_\_  
\_\_\_\_\_
2. Are there specific deliverables associated with this provision? If so can these deliverables be measured objectively? \_\_\_\_\_  
\_\_\_\_\_
3. Can you determine when the deliverables should be completed? \_\_\_\_\_  
\_\_\_\_\_

### Term

1. Can you identify when the contract begins and ends? \_\_\_\_\_  
\_\_\_\_\_
2. Could this project go beyond 7 (seven) years? \_\_\_\_\_  
\_\_\_\_\_
3. If the Tribe terminates the contract in July 2018 are they still responsible for payment until December 2018? \_\_\_\_\_  
\_\_\_\_\_

### Compensation

1. What is the consultant's annual compensation? \_\_\_\_\_
2. GGR at the property for the previous year totaled \$28,000,000 based on the compensation provision what could be the potential compensation if the Tribe realizes the same GGR during the contract year? \_\_\_\_\_  
\_\_\_\_\_
3. Does the compensation match the services that are to be provided? \_\_\_\_\_  
\_\_\_\_\_

## EXCLUSIVE LEASE AGREEMENT

THIS EXCLUSIVE LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201X, by and between THE TRIBE ("LESSEE"), a federally recognized Indian tribe, whose principal address is ABC Street, Town, State 00891, and CASINO, LLC, a limited liability company, whose address is 200 Downton Street, Downtown, State 00000 ("LESSOR").

LESSEE desires to remodel a former gaming facility and has solicited the assistance of LESSOR in this endeavor.

LESSOR desires to finance this endeavor by LESSEE and to hold the Exclusive right to lease to LESSEE for use in the gaming facility. All equipment described in any such Lease Schedules shall be collectively referred to as the "Equipment".

NOW THEREFORE, LESSOR and LESSEE agree as follows:

1. **LEASE.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the Equipment during the applicable Rental Term (as defined below) thereof, as identified in the applicable Lease Schedule, subject to the general terms and conditions set forth herein.

2. **TERM, RENT AND PAYMENT.**

2.1 **Term.** The rental term of this Exclusive Lease Agreement shall be for the initial period of one hundred and twenty (120) months from the date of the reopening of the Casino facility, and any subsequent amendments or extensions thereafter. Following the commencement and operation of gaming for a period of ninety (90) or more days, and throughout the term of this agreement, LESSOR shall determine the number and type of games to be provided by LESSOR. LESSOR's commitment to provide specific gaming equipment is subject to the terms of both this Agreement and the Lease Schedules by which such specific gaming equipment is committed to the LESSEE by LESSOR at the request of LESSEE. This Lease cannot be unilaterally cancelled or terminated by LESSEE except for good cause as expressly provided herein.

2.2 **Rent.** It is agreed by the Parties that during the first ninety (90) days of operation the LESSEE will be entitled to retain forty per cent (40%) of the net revenues from the facilities, and the LESSOR shall be entitled to receive sixty per cent (60%) of the net revenues from the facilities. Thereafter, LESSEE's obligation to pay rent for each Unit shall be increased to the percentage indicated below for the 'daily rent for the remainder of the term of this Agreement. The daily rent ("Basic Rent") for each Unit shall be equal to 60% of the Daily Win, or Hold, from such Unit during each Lease Fee Period. As used in this Lease, the "Daily Win" or "Hold" from each Unit shall mean the amount equal to all coin and currency wagered by players of such Unit during any given day, less that portion of such coin and currency paid out in total prizes awarded by such Unit to players thereof on said given day.

3. **PREPARATION, DELIVERY AND INSTALLATION.**

3.1 **Preparation of Facility.** LESSEE shall review and approve of the plans for the improvements to the property that will be used for a gaming facility and LESSOR will make improvements in accordance with the approved plans. LESSOR will determine and inform LESSEE of the number and kind of games, including electronic and table games, that LESSEE desires to be installed, and all subsequent changes to the number and kind of games to be placed on the floor of the facility will be determined by LESSOR in consultation with LESSEE.

Handout # 5

**3.2 Selection of Units.** In accordance with the terms of this Agreement, LESSOR shall determine and advise LESSEE in writing, as to the initial gaming machines and configurations of gaming machines LESSEE desires to be included as those Units first installed and placed within the facilities, and shall thereafter from time to time during the term of the Agreement, request any additionally desired changes to the Lease Schedules. LESSOR shall make all reasonable effort to obtain LESSEE's preferred gaming machines. In order to facilitate the formulation of such requests, LESSOR agrees to provide advice and recommendations as to the types and best configurations of gaming machines that are available to LESSEE and other related matters. LESSOR shall have no liability under this Lease or otherwise for any delays in delivery, or for the failure by the supplier to deliver any Equipment or to fill any purchase order or meet the conditions thereof.

**3.3 Delivery and Acceptance.** LESSOR, will hold LESSEE harmless of all transportation, packing and installation charges in connection with the delivery and installation of the gaming equipment selected by LESSEE. Within five (5) days after receipt of any one or more Units, LESSEE shall furnish LESSOR with a written statement acknowledging receipt of the Units in good operating condition and repair, and accepting them as satisfactory in all respects for the purposes of this Lease (the Units shall be deemed accepted by LESSEE if LESSEE fails to timely provide such a statement).

**4. NET LEASE AND UNCONDITIONAL OBLIGATION.** This Lease, including each Lease Schedule, is a net lease and LESSEE's obligation to pay all Rent due and the rights of LESSOR or its assignees in, and to, such Rent shall be absolute and unconditional under all circumstances and shall not be affected or impaired by any of the following: (i) any interruption or cessation of use, operation or possession of the Equipment for any reason whatsoever; or (ii) any insolvency, bankruptcy, reorganization or similar proceedings instituted by or against LESSEE.

**5. MAINTENANCE.**

**5.1 Central Gaming System; Location and Use.** (a) LESSEE shall keep and use the Leased Equipment only within the designated facility; (b) LESSEE shall provide and maintain at all times at its expense an appropriate and industry accepted method and means of interfacing of components for the Equipment, including all controllers, network cabling and other hardware components, software and software licenses; (c) LESSEE shall have sole possession, control and authority to operate the Equipment and shall at all times comply with, the Compact and any applicable federal, state or tribal laws or regulations; (d) LESSEE shall operate and maintain the Equipment or System in accordance with the manufacturer's instructions at its own expense and shall not make any repairs or alterations to the same which interfere with the normal and satisfactory operation or maintenance of the same or which endanger manufacturer's warranties or create a safety hazard; and (e) LESSEE shall comply with all applicable laws and governmental regulations.



**5.2 Maintenance; Game Kits.** LESSEE, at its sole cost and expense, shall properly maintain the Equipment in good operating condition and shall make all necessary repairs, alterations and replacements thereto (collectively, "Repairs"). LESSEE shall permit LESSOR's representatives to enter the Premises where any Unit is located for purposes of verifying status of machines. **EQUIPMENT PERFORMANCE.** The overall understanding of the parties to this Lease that all management decisions relating to the operation of LESSEE's gaming operations, including gaming equipment and the placement of same on the facility floor, shall be made by LESSEE and that LESSEE has complete day-to-day management and control of every aspect of the operations of its gaming business.

**6. LIENS AND ENCUMBRANCES.**

**6.1 Personal Property.** Each Unit is personal property and LESSEE shall not affix any Unit to realty so as to change its nature to a fixture or real property. LESSOR and/or its agents or representatives, expressly retains all rights of ownership in and title to the Equipment.

**6.2 Liens and Encumbrances.** LESSEE shall not directly or indirectly create, incur or suffer a mortgage, claim, lien, charge, encumbrance or the legal process of a creditor of LESSEE of any kind upon or against this Lease or any Unit. LESSEE shall at all times protect and defend, at its own cost and expense, the title of LESSOR from and against such mortgages, claims, liens, charges, encumbrances and legal processes of creditors of LESSEE and shall keep all the Equipment free and clear from all such claims, liens and legal processes.

**7. RETURN OF EQUIPMENT.**

**7.1 Duty of Return.** At the expiration of the Rental Term or upon termination of the Lease, LESSEE shall make each Unit available at the applicable Premises for collection by LESSOR or its designee at LESSOR's sole cost and expense.

**7.2 Failure to Return.** If LESSEE fails to return the Equipment or any portion thereof, as provided in Paragraph 8.1 above, within fourteen (14) days following termination or earlier expiration of this Lease, then LESSEE shall continue to pay to LESSOR additional Rent for each Lease Fee Period. In addition, LESSOR shall have the right (but not the obligation) to enter the Premises where any Unit which LESSEE has failed to return in accordance herewith may be located to collect and remove the same.

**8. RISK OF LOSS: INSURANCE.**

**8.1 Risk of Loss.** LESSEE shall bear the risk of all loss or damage to any Unit or caused by any Unit during the period from the time the Unit is delivered to the applicable Premises until the time it is returned as provided herein, and shall hold LESSOR harmless and indemnify LESSOR for the cost of defense and any awards made against LESSOR by any third party resulting from same in accordance with 11 below.

**8.2 Damage or Destruction of Equipment.** If any Unit is lost, stolen or destroyed, or, in LESSOR's opinion, damaged beyond repair ("Event of Loss"), this Lease and the applicable Lease Schedule shall remain in full force and effect with respect to that Unit. LESSEE shall promptly notify LESSOR of any Event of Loss and shall promptly replace such Unit at its sole expense with a Unit of equivalent value, useful life and utility, and similar kind, in substantially the same condition as the replaced Unit was in immediately prior to the Event of Loss.

**8.3 Insurance.** LESSEE, as authorized by Lessor, shall obtain and maintain in full force and effect full replacement cost property insurance against all risk of loss (including theft, fire, wind, hail, vandalism, malicious mischief and all elements) with respect to the Equipment and in addition, bodily injury and property damage liability coverage in the minimum amount of Two Million Dollars (\$2,000,000) protecting LESSEE against all bodily injury and property damage claims which may arise as a result of LESSEE's use and operation of Equipment. Such insurance shall be: (i) in the case of a property insurance claim pertaining to the gaming machines of LESSOR, name LESSOR and its Assignees, if any, as first loss payees as their interests may appear, and in the case of the liability insurance, name LESSOR and its Assignees, if any, as additional insureds; and (ii) provide that the policy may not be canceled or materially altered without thirty (30) days prior written notice to LESSOR and its Assignees. Such insurance shall be placed with an (A) or higher rated insurance company licensed by the State Insurance Commissioner for the State of Oklahoma. LESSEE shall furnish to LESSOR, upon request and so long as this Lease remains in effect, insurance certificates to LESSOR and its Assignees, demonstrating the existence of the insurance required hereunder and premium paid.

**9. TAXES AND EXPENSES.**

**9.1 Taxes.** LESSEE agrees to report, file, pay promptly when due to the appropriate taxing authority and indemnify, defend, and hold LESSOR harmless from and against any and all taxes and any taxes or similar charges payable pursuant to any present or future tribal-state gaming compact entered into between LESSEE and the State, and all assessments, license fees and other federal, state, local or tribal governmental charges of any kind or nature, together with any penalties, interest or fines related thereto (collectively, "Taxes") that pertain to the machines.

**10. INDEMNIFICATION.** LESSEE hereby assumes liability for and agrees to indemnify, defend, protect, save and hold harmless the LESSOR, its agents, employees, directors and assignees from and against any and all losses, damages, injuries, claims, penalties, demands and all expenses, legal or otherwise (including attorneys' fees) of whatever kind and nature arising from the possession, use, condition, operation or maintenance of the Equipment while in the possession of LESSEE.

**11. DISCLAIMERS; MANUFACTURERS WARRANTIES; PRIZE CLAIMS.**

**12. ASSIGNMENT OF LEASE.**

**12.1 Binding Agreement.** This Lease and each Lease Schedule shall inure to the benefit of and be binding upon LESSOR and LESSEE and their respective successors in interest and permitted assigns.

**12.2 Assignment by LESSOR.** LESSEE acknowledges and agrees that LESSOR may assign all or any part of its interest in the Rent to others ("Assignees"), and may collaterally assign, pledge, hypothecate, grant a security interest in, or otherwise transfer or encumber all or any part of its interest hereunder, in any Lease Schedule, in the Rent and/or in the Equipment to suitable Assignees without the consent of LESSEE.

**13. DEFAULT BY LESSEE; REMEDIES.**

**14. MONITORING OF COLLECTION OF REVENUE FROM UNITS BY LESSOR.** LESSEE agrees to permit LESSOR or LESSOR's representative to be present and to monitor and confirm the collection and counting of all revenues taken from all Units provided by LESSOR to LESSEE under this Agreement, whether such collection and count is on a daily or other schedule at the

election of LESSEE. Any disagreements that arise in regard to the amounts removed, documented and delivered to the back of house bank shall be immediately reported to LESSEE and LESSEE agrees to conduct an investigation and audit of the count and the handling of the funds. Any discrepancies that are discovered shall be addressed by an adjustment in the next calculation and payment of revenue to the LESSOR.

**15. LIMITED WAIVER OF SOVEREIGN IMMUNITY; ARBITRATION.**

**16. NO MANAGEMENT OF GAMING.** NOTWITHSTANDING ANY OTHER POSSIBLE CONSTRUCTION OF ANY PROVISION OF THIS LEASE OR ANY LEASE SCHEDULE, THE PARTIES ACKNOWLEDGE THAT IT IS NOT THEIR INTENTION THAT THIS LEASE BE AND THEY DECLARE THAT IN THEIR MUTUAL OPINION IT IS NOT A MANAGEMENT AGREEMENT OR MANAGEMENT CONTRACT. ALL MANAGEMENT DECISIONS RELATING TO THE OPERATION OF LESSEE'S GAMING OPERATIONS SHALL BE MADE BY LESSEE, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES. LESSEE HAS COMPLETE DAY-TO-DAY MANAGEMENT AND CONTROL OF EVERY ASPECT OF THE OPERATIONS OF ITS GAMING OPERATIONS. THE PARTIES AGREE THAT IN NO EVENT SHALL LESSOR BE CONSIDERED A PARTNER OR JOINT VENTURER WITH LESSEE AND THAT IN NO EVENT SHALL LESSOR HAVE, POSSESS OR CLAIM TO POSSESS ANY PROPRIETARY INTEREST IN LESSEE'S GAMING OPERATIONS, INCLUDING THE PREMISES.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed and delivered as of the date first written above.

**LESSEE:**

**LESSOR:**

**THE TRIBE**

**CASINO, LLC,**

**, a federally recognized  
Indian tribe**

**a limited liability company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

### Practical Exercise 3

**Directions:** Review the contract and determine the Term, Compensation, any control issues and answer the questions below.

#### Term

1. What is the standard industry practice on terms for vendor contracts? \_\_\_\_\_  
\_\_\_\_\_
2. What is the Term of this Contract? \_\_\_\_\_  
\_\_\_\_\_
3. Does the Term raise any concerns with respect to the provisions of IGRA? \_\_\_\_\_  
\_\_\_\_\_
4. Does the Term limit choices for the Tribe in selecting alternate vendors? \_\_\_\_\_  
\_\_\_\_\_

#### Compensation

5. What is the standard industry practice with respect to compensation for gaming machine contracts? \_\_\_\_\_  
\_\_\_\_\_
6. What is the compensation of this contract? \_\_\_\_\_  
\_\_\_\_\_
7. Is the compensation justifiable based on the services being rendered? \_\_\_\_\_  
\_\_\_\_\_

#### Control

8. Without an approved management contract is a vendor allowed to control any aspect of the gaming operation? \_\_\_\_\_  
\_\_\_\_\_

### Practical Exercise 3 (Continued)

- Common Areas of Machine Decision Making are:
  - Machine Choice (Section 3),
  - Accounting Procedures (Section 5.1),
  - Maintenance (Section 5.2) ,
  - Insurance (Section 9), and
  - Taxes (Section 10)

9. Based on the common areas identify who has the control **Lessee** or **Lessor**.

A. Machine Choice/Placement \_\_\_\_\_

B. Accounting Procedures \_\_\_\_\_

C. Maintenance \_\_\_\_\_

D. Insurance \_\_\_\_\_

E. Taxes \_\_\_\_\_

## Practical Exercise 4: Misuse of Gaming Revenue

### Scenario 1

Lessor from prior example has provided the Tribe with excellent service. At the annual Tribal Awards celebration, Tribal Chairman Ted presents Lessor with a plaque and a tribal council resolution that 13-01 which read:

*Whereas, Lessor's performance under the Exclusive Lease Agreement beyond expectations.*

*Whereas, Net Gaming revenue increased 20% beyond our projected business plan.*

*Therefore, in recognition of your extensive contributions to the improvement of our Net Gaming Revenue for 2012-2013 we award you an award of 3% of net gaming revenue for Q4 of FY 2012.*

Lessor was directed to pick up his bonus check in accounting the next day.

At the annual award celebration for 2013-2014, the Tribe again invited Lessor to the celebration. Lessor was unable to make it but did receive notice that he was being honored for his service like the year before and plaque was mailed. The following day, Lessor stopped by accounting, and expected his bonus check. It wasn't ready so he called the new Tribal Chairman, John, who wasn't sure but agreed to look into it. John was able to find a note in the audit file form 2012-2013, so TC John called Accounting and asked them to process the check.

At the annual award celebration for 2014-2015, again the Tribe awarded Lessor a plaque, and again he was unable to make it. When he stopped by accounting the following day, he came with the email notifying him of his plaque, and the resolution from 2012. Accounting cut the check.

Has anyone misused net gaming revenue? \_\_\_\_\_

Who? \_\_\_\_\_

\_\_\_\_\_

How did they misuse the gaming revenue? \_\_\_\_\_

\_\_\_\_\_

### Scenario 2

After 24 months, Tribe is unable to make payments on both the gaming machines and the repayment of the loan. Lessor tells the GM to focus on the machine payments and they would worry about the loan repayment later. GM advises Accounting of the arrangement and for 12 months they make only machine payments and getting behind on the loan.

1. In month 36 of the 48 month term of the Lease Agreement, GM discovers they can now make the payments for both and resumes payments on the loan. Lessor tells GM that the payments they are making will only payoff the past due amounts at the default rate, and the currently due loan payments would continue to be late. GM accepts that statement and for 12 months makes only the overdue loan payments.

a. What interest rate is the loan being paid at now? \_\_\_\_\_

b. Is this a misuse of gaming revenue? \_\_\_\_\_

c. Who is at fault for this misuse, if there is one? \_\_\_\_\_  
\_\_\_\_\_

d. Why? \_\_\_\_\_  
\_\_\_\_\_

2. In month 36, Tribe now has the money to make the payments. GM hears that there is an opportunity for the Tribe to purchase the snack bar next door to the Casino. He has been authorized to develop the Casino when he sees an opportunity. GM stops in for lunch at the snack bar and the owner offers to sell him the place on the spot. GM has Accounting cut the check to the snack bar owner. Two weeks later, GM gets a resolution from the Tribal Council authorizing him to incorporate the snack bar into the Casino operations.

a. Was this a misuse of revenue? \_\_\_\_\_

b. If so, by whom? \_\_\_\_\_

c. When did a violation occur? \_\_\_\_\_

3. In month 36, Lessor stops GM and presents him with an opportunity to develop the snack bar. Lessor agrees to put up the money if GM will authorize the deal at the same rates as the current loan. GM agrees and continues to repay only the Lease Agreement fees and late loan repayment. More money is expended and the amount the Tribe owes increases. There is no tribal council resolution.

a. Was this a misuse of revenue? \_\_\_\_\_

b. If so, by whom? \_\_\_\_\_

c. When did a violation occur? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In month 36, Lessor buys the snack bar. He approaches GM about incorporating it into the re-design plan. GM Declines the offer in light of current financial issues. Lessor offers to lease the snack bar to the Tribe. GM agrees since the lease rate would be less than the expected loan payment. There is no tribal council resolution.

a. Was this a misuse of revenue? \_\_\_\_\_

b. If so, by whom? \_\_\_\_\_

c. When did a violation occur? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

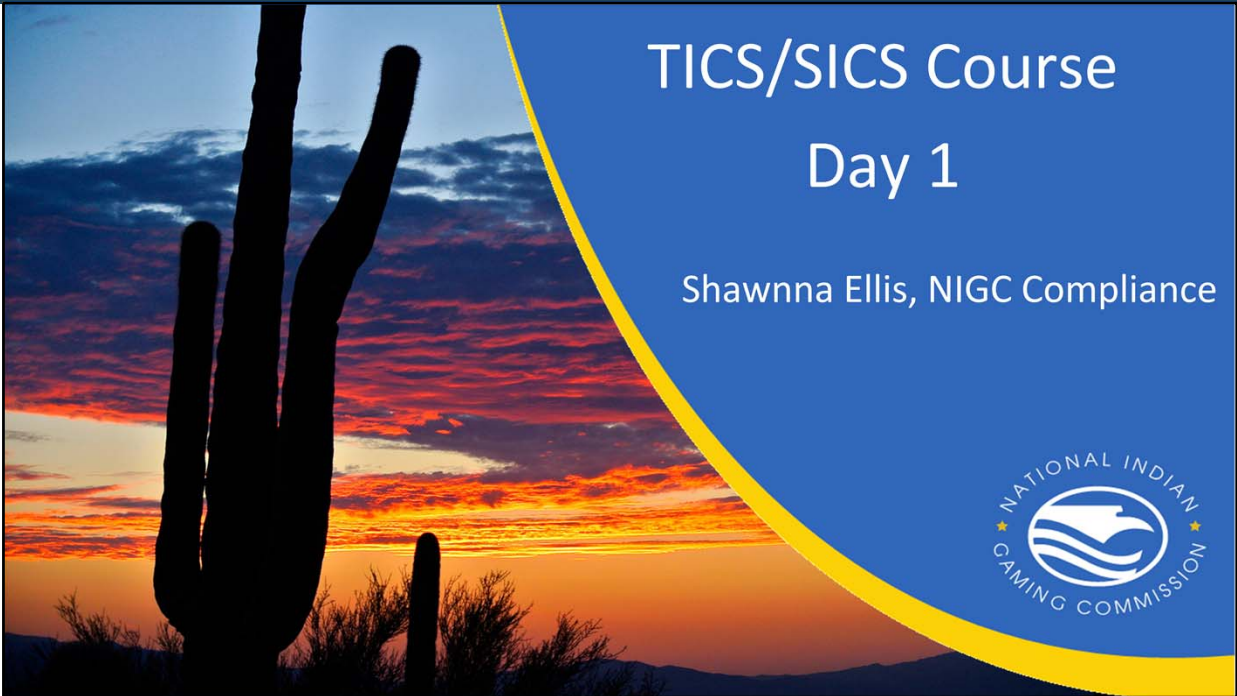
\_\_\_\_\_



# TICS/SICS 2-Day Course



# TICS/SICS 2-Day Course Participant Guide



**KEY POINTS**

**My Notes**

# TICS/SICS 2-Day Course Participant Guide



## Welcome and Classroom Norms

- Time
- Phones
- Participation



### KEY POINTS

#### Classroom Norms:

1. Start and end on time with regular breaks.
2. Silence cell phones and take necessary calls outside of the classroom.
3. Be prepared to participate by:
  - asking and answering questions
  - brain storming
  - working in groups.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Knowledge Reviews & Course Evaluations

### Knowledge Review Purpose

- Check for immediate understanding and retention
- Used to improve courses
- Provide your name & email address
- Completed twice:
  - at the end of the course
  - 90 days after course via email

### Evaluation Purpose

- Allow participants to provide immediate feedback on their experience
- Encouraged to include ideas and recommendations
- Will be used to improve the course

3

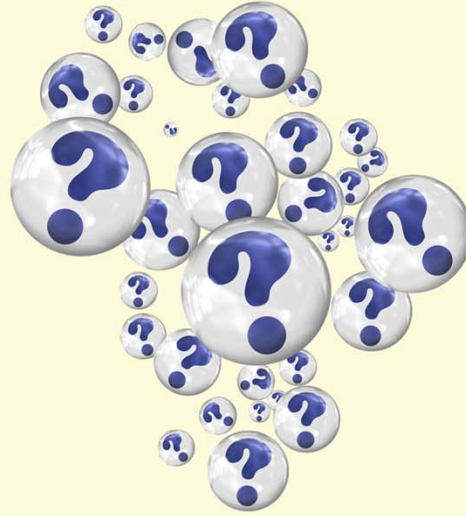
KEY POINTS

My Notes

# TICS/SICS 2-Day Course Participant Guide



## Activity – Why are you here?



4

### KEY POINTS

#### Why are you here?

The need for this training was determined based on the number of inquiries related to TICS/and SICS development for operations along with the increasing findings related to external reporting in the AUP with respect to a lack of controls being established and procedures being implemented.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Participating with Poll Everywhere



### Poll Everywhere

1



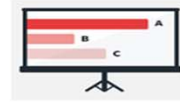
Leader asks a question

2



Participants respond

3



Responses are displayed immediately!

5

#### KEY POINTS

At the end of the presentation we will be asking you a poll question and we would like to practice using the Poll Everywhere.

Your participation is voluntary and your responses are anonymous.

#### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Using Your Phone to Participate

1. Text **NIGC** to **22333** to join the session.
2. Then text your response to the question: **How did you travel to the conference?**
  - A. Plane
  - B. Train
  - C. Car
  - D. Foot/Bicycle



### KEY POINTS

We're going to have a practice poll question so you get used to using Poll Everywhere.

1. Text **NIGC** to **22333** to join the session.
2. Then text your response to the question:

### How did you travel to the conference?

- A. Plane
- B. Train
- C. Car
- D. Foot/Bicycle

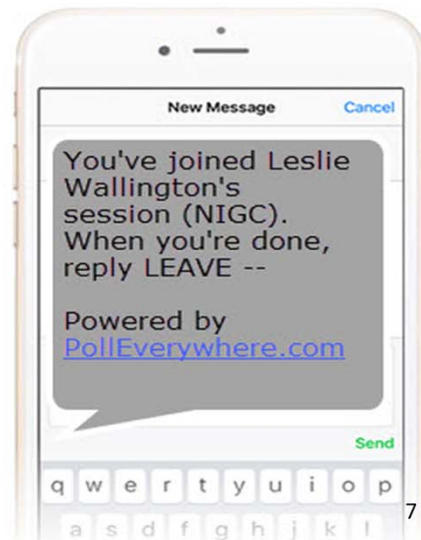
### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Response from Poll Everywhere

1. You will receive a text message confirming that you are in the polling session.
2. Do **NOT** select the [PollEverywhere.com](http://PollEverywhere.com) link.
3. Now you can enter your response to the poll as a text message.



### KEY POINTS

After your first text sent to 22333 you will receive a confirmation message.  
Do NOT select the link included here.  
Simply respond to the poll listed on the powerpoint.

### My Notes



# TICS/SICS 2-Day Course Participant Guide

**I am a \_\_\_ person.**

- A. Cat
- B. Dog
- C. Neither
- D. Both

**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.polleverywhere.com/app)

Poll Title: I am a \_\_\_ person.  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/mekUHZ8SwBBLJ4](https://www.polleverywhere.com/multiple_choice_polls/mekUHZ8SwBBLJ4)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



## Main Ideas



### KEY POINTS

The NIGC MICS was written with the intent of allowing tribes the autonomy to create standards specific to their operations. Where previous MICS were regulatory driven the intent was to allow tribes the flexibility to create something that works for them. This workshop is designed to give you the tools to take back to your properties and review, develop and implement a quality set of controls to help ensure regulatory compliance of your operation and ultimately protection for the assets of your operations

### My Notes

# TICS/SICS 2-Day Course Participant Guide



**/'akrə\_nim/.. WAIT.. WHAT?!!**

## ac·ro·nym

an abbreviation formed from the initial letters of other words and pronounced as a word.

Google MICS

All Shopping News Images Videos

About 47,700,000 results (0.71 seconds)

Shop for MICS on Google

Neumann M 149 Tube Large Diaphragm ...  
\$5,049.95  
Full Compass Systems  
Free shipping

VocoPro UHF5800 Plus H Wireless ...  
\$299.00  
AmericanMusical.com  
Free shipping

UNICEF MICS: Home  
mics.unicef.org/  
ICS Multiple Indicator Cluster Surveys


### KEY POINTS

Acronyms are used in every organization but are not always universal. Let's talk about what acronyms are used in your organization. Google MICS once. You will find your results are microphones for statistics "Multiple Indicator Cluster Surveys". Ask about other examples .

### My Notes

# TICS/SICS 2-Day Course Participant Guide

**Who writes the Tribal Internal Control Standards (TICS)?**



**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.poll Everywhere.com/app)


**KEY POINTS**

Poll Title: Who writes the Tribal Internal Control Standards (TICS)?  
[https://www.poll Everywhere.com/free\\_text\\_polls/J1lxQBY9X5VHBUL](https://www.poll Everywhere.com/free_text_polls/J1lxQBY9X5VHBUL)

**My Notes**

# TICS/SICS 2-Day Course Participant Guide

**Who write the System of Internal Controls Standards (SICS)?**



**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.polleverywhere.com)

## KEY POINTS

Poll Title: Who write the System of Internal Controls Standards (SICS)?  
[https://www.polleverywhere.com/free\\_text\\_polls/jO2dq1x6XvvhiPm](https://www.polleverywhere.com/free_text_polls/jO2dq1x6XvvhiPm)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



**Who promulgates the Minimum Internal Control Standards (MICS?) (NIGC, DOI, Code of Regulators, FBI or BIA)**



**Start the presentation to activate live content**

If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.poll Everywhere.com/app)



## KEY POINTS

Poll Title: Who promulgates the Minimum Internal Control Standards (MICS?) (NIGC, DOI, Code of Regulators, FBI or BIA)  
[https://www.poll Everywhere.com/free\\_text\\_polls/FzWASHa5xXVQcok](https://www.poll Everywhere.com/free_text_polls/FzWASHa5xXVQcok)

## My Notes



## 542 versus 543

542

- Written to be very prescriptive & procedural
- Details what to do to achieve compliance

543

- Flexible & allows autonomy for Tribes
- Tribes adopt additional controls & detailed procedures

14

### KEY POINTS

- Enhances the TGRA's authority and autonomy
- Streamlines the regulations and eliminates redundancies in the process
- Updates the information technology requirements for the evolution of gaming systems
- Consolidates various accounting sections into a single section
- Consolidates revenue audit functions into a single section

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Regulation Pyramid – How do they stack up?



15

### KEY POINTS

**Laws and ordinance** include state, tribal, and federal laws including the Tribal Ordinance.

More detail is then added to the **NIGC MICS** to create a system of minimum internal controls. This document is used by many operations and is written to be expanded upon based on the needs of each unique facility.

The **TICS** should be a little more specific and add controls specific to the operation. The **SICS** are the most specific document. They usually have enough detail included so a new employee could perform the task.

**Main point:** understanding why regulations are written with specific language and why. Why NIGC MICS was written using flexible language.

### My Notes



# TICS/SICS 2-Day Course Participant Guide



What are some reasons for a person to commit fraud?



**Start the presentation to activate live content**

If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.poll Everywhere.com/app)



## KEY POINTS

Poll Title: What are some reasons for a person to commit fraud?  
[https://www.poll Everywhere.com/free\\_text\\_polls/8OCDI0X8NuDFH0p](https://www.poll Everywhere.com/free_text_polls/8OCDI0X8NuDFH0p)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



## Introduction to Fraud



### KEY POINTS

Video URL: <https://www.youtube.com/watch?v=Mbk-p266Et4>

Embed Code: `<iframe width="560" height="315"`

`src="https://www.youtube.com/embed/Mbk-p266Et4" frameborder="0" allowfullscreen></iframe>`

Class III disclaimer, "Although we understand that this video is as it relates to Class III gaming and we understand that due to the CRIT decision and the NIGC lack the authority to promulgate Class III MICS" we are using this video as an example of the importance of TICS/SICS.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## What is the Fraud Triangle?



### KEY POINTS

Video URL: <https://www.youtube.com/watch?v=2bpLMkP5P0s>

Embed Code: `<iframe width="560" height="315"`

`src="https://www.youtube.com/embed/2bpLMkP5P0s" frameborder="0"`  
`allowfullscreen></iframe>`

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Fraud Triangle



<https://www.procurious.com/procurement-news/throwback-thursday-fraud-triangle>

19

### KEY POINTS

- Internal controls provide reasonable assurances for asset protection, risk mitigation and reduction in opportunities.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## AFCE Fraud Infographic

### THE STAGGERING COST OF FRAUD

CFES ESTIMATE THE TYPICAL ORGANIZATION  
**LOSES 5% OF ANNUAL REVENUES TO FRAUD**



20

#### KEY POINTS

Fraud is one of the reasons a business loses money.

The Association of Certified Fraud Examiners "2016 Report to the Nation" showed a positive correlation between the strength of controls and the loss of revenue through fraud.

Hyperlink to the Cost of Fraud Infographic located here:

<http://www.acfe.com/rtn2016/docs/Staggering-Cost-of-Fraud-infographic.pdf>

#### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Internal Controls

### What do they do?

- Provide reasonable assurance.
- Helps mitigate risk.
- Helps management achieve organizational goals.
- You can add preventive controls or detective controls.



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#### KEY POINTS

So what do we do? How do we protect against fraud?

#### My Notes

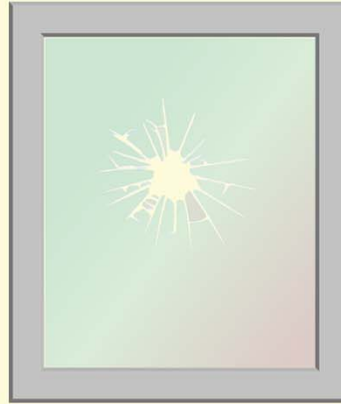
# TICS/SICS 2-Day Course Participant Guide



## Internal Controls in Your Everyday Life

There have been several break-ins in your neighborhood and you want to make sure your home is protected.

### What can you do?



22

#### KEY POINTS

Think about how you would protect your home from a burglar?

#### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Activity – Internal Controls Brainstorming

**What are some internal controls that can limit or minimize the opportunity for fraud in your organization?**



23

### KEY POINTS

Instructor will provide activity instructions.

### My Notes



# TICS/SICS 2-Day Course Participant Guide



## Internal Control Examples

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

24

### KEY POINTS

These are our defenses which are used to help limit or mitigate the opportunity for fraud or loss. We can add them into processes to assist in prevention or after the fact in reviews or audits as detection. Keep this list of internal controls handy. You will use this throughout the training session and when you return to your operations. These controls are not new. They are part of processes that you use in your operations every day.

**Main point:** once you have a list of internal controls, you can apply them to any situation or process to mitigate risk. Understanding and applying internal controls will help you mitigate risks over any new process. Remember these controls are not unique to Gaming. They are business practices used in any business to help mitigate risks.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Types of Controls

### Preventive

Designed to deter undesirable events **from occurring**.

### Detective

Designed to detect and correct undesirable events **which have occurred**.

### Directive

Designed to cause or encourage a **future** desirable event to occur.

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#### KEY POINTS

Here are some examples of internal controls. Discussion what did everyone come up with?

- **Preventive controls** are built into, not onto, the system. **Examples:** separation of duties, passwords, authorization requirements, and physical safeguards.
- **Detective controls** are deferred to the end of the process. **Examples:** output reviews, exception reports, reconciliations, physical inventories and audits.
- **Directive Control examples:** policy statements, performance guidelines, training programs, and incentive compensation plans.
- **Mitigating controls** which are designed to compensate for missing or excessively costly controls. **Examples:** supervisory review where separation of duties is impractical, and monitoring budget variances in lieu of transaction processing controls.

#### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Activity – Abbreviated MICS

- Use your copy of the MICS
- Working in your groups, identify internal controls as one or more of the following:
  - Preventative
  - Directive
  - Detective



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### KEY POINTS

**Activity:** Abbreviated MICS

**Group Work**

**TIME:** 20 minutes

**Supplies:** (per group)

- Markers
- Handout: ACTIVITY – Abbreviated MICS

### Instructions

1. Break up into small groups.
2. Create a key using the highlighters for each type of controls: Preventative, Directive and Detective
3. Discuss and classify each control using the appropriate color highlighter.
4. Participate in class discussion.

### My Notes

# TICS/SICS 2-Day Course Participant Guide

Supervision must be provided as needed..

- A. Preventive
- B. Directive
- C. Detective

**Start the presentation to activate live content**  
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## KEY POINTS

Poll Title: Supervision must be provided as needed....  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/kleV1qS0iCpvcBa](https://www.polleverywhere.com/multiple_choice_polls/kleV1qS0iCpvcBa)

## My Notes

# TICS/SICS 2-Day Course Participant Guide

Documentation must be retained for at least 24 hours.

- A. Preventive
- B. Directive
- C. Detective

**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.polleverywhere.com/app)

Poll Title: Documentation must be retained for at least 24 hours.  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/t92UobSdaZ7XkA9](https://www.polleverywhere.com/multiple_choice_polls/t92UobSdaZ7XkA9)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



## What is risk?

- Processes or areas that if not controlled could result in loss or abuse.
- Risk tolerance.
- Accepting risk operations vs. regulatory
  - Operations can't "accept the risk" if there is a NIGC "MINIMUM", compact or Tribal ordinance provision.



KEY POINTS

My Notes

# TICS/SICS 2-Day Course Participant Guide

Provide an example of a risk in your operation



**Start the presentation to activate live content**  
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**KEY POINTS**

Poll Title: Provide an example of a risk in your operation.  
[https://www.poll Everywhere.com/free\\_text\\_polls/Y82SOFJRQoo8Zin](https://www.poll Everywhere.com/free_text_polls/Y82SOFJRQoo8Zin)

**My Notes**

# TICS/SICS 2-Day Course Participant Guide



## Activity – Why Expand the NIGC MICS?

1. Work in groups
2. Select a note taker and reporter
3. RISKS page – Write down the risks associated with adopting the NIGC MICS word for word.
4. CONTROLS page – Identify the internal controls needed to address these risks
5. Share with everyone

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### KEY POINTS

**Activity:** Why Expand the NIGC MICS?

**Group Work**

**TIME:** 20 minutes

**Supplies:** (per group)

- Large Post It Notes
- Markers
- Handout: ACTIVITY – NIGC MICS

### Instructions

1. Break up into small groups.
2. Select a recorder and presenter
3. Use two Post It Note to write down the following:
  - **RISKS** page – Write down the risks associated with adopting the NIGC MICS word for word.
  - **CONTROLS** page – Identify the internal controls needed to address these risks
4. Present to the class.

### My Notes



# TICS/SICS 2-Day Course Participant Guide



## Day 1 Wrap Up

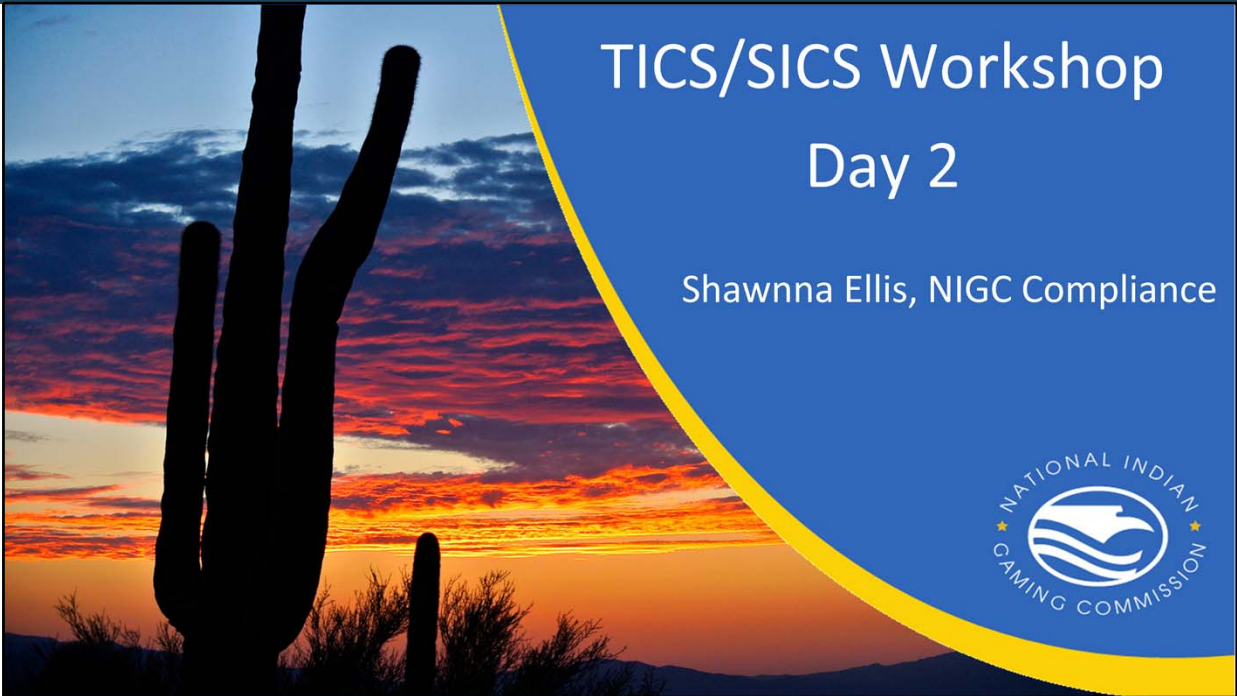


32

KEY POINTS

My Notes

# TICS/SICS 2-Day Course Participant Guide



**KEY POINTS**

**My Notes**

# TICS/SICS 2-Day Course Participant Guide



## Main Ideas



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KEY POINTS

My Notes



## NIGC CLUE AND ANSWER

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KEY POINTS

My Notes

# TICS/SICS 2-Day Course Participant Guide



## Rules

- Divide into groups.
- Select a team name.
- Each slide contains a description (clues) of a specific internal control.
- Yell out your team name to provide an answer.
- Respond by saying.. What is inventory control ?

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KEY POINTS

My Notes

# TICS/SICS 2-Day Course Participant Guide



Any Questions?

Are you ready?

Lets GO!



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KEY POINTS

My Notes



## Clue 1

**When the duties of a given process are assigned to at least two agents.**

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My Notes



## Clue 2

**When a supervisor reviews a transaction and attests to its accuracy at a specific dollar amount.**

40

My Notes





## Clue 3

**The process of ensuring two sets of records are in agreement by comparing account balances.**

42

My Notes



## Clue 4

**When funds are counted separately and independently by two agents.**

44

My Notes



## Clue 5

**When an independent department accounts for all assets at periodic intervals.**

46

My Notes



## Clue 6

**When doors are locked and access is granted only to authorized individuals.**

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My Notes



## Clue 7

**Recording the  
amounts counted.**

50

My Notes



## Clue 8

**When more than one person counts and both sign a record indicating they agree on the amount.**

52

My Notes



## Clue 9

**When the purchasing agent differs from the receiving agent.**

54

My Notes



## Clue 10

**When a bingo payout requires a supervisor's signature before it can be paid.**

56

My Notes





## Clue 11

**When only security can  
access a specific location.**

58

My Notes

# TICS/SICS 2-Day Course Participant Guide

**Did the TGRA adopt 542 Class III MICS word for word into the TICS?**

A. Yes

B. Mostly

C. Somewhat

D. No

**Start the presentation to activate live content**

If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.polleverywhere.com)

## KEY POINTS

Poll Title: Did the TGRA adopt 542 Class III MICS word for word into the TICS?  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/83AHzyWGKvPWcWR](https://www.polleverywhere.com/multiple_choice_polls/83AHzyWGKvPWcWR)

## My Notes

# TICS/SICS 2-Day Course Participant Guide

**Did the TGRA adopt 543 Class II MICS word for word into the TICS?**

- A. Yes
- B. Mostly
- C. Somewhat
- D. No

**Start the presentation to activate live content**  
If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.polleverywhere.com/app)

Poll Title: Did the TGRA adopt 543 Class II MICS word for word into the TICS?  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/efacOer2nJDITx6](https://www.polleverywhere.com/multiple_choice_polls/efacOer2nJDITx6)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



## NIGC TICS/SICS Workshop

### Hands on Activities

Applying what you learned

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#### KEY POINTS

The next activities will apply what we have discussed throughout this presentation.

We will first compare NIGC MICS 542 to 543 identify what controls need to be added to the MICS before adopting into the TICS.

We will when take the same comp MICS and write detailed procedures as if we were management.

Let's begin.

#### My Notes

# TICS/SICS 2-Day Course Participant Guide



Thinking about your Ordinance, what does it require the TGRA to regulate? (gaming, non-gaming, etc.)



**Start the presentation to activate live content**

If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.polleverywhere.com/app)



## KEY POINTS

Poll Title: Thinking about your Ordinance, what does it require the TGRA to regulate? (gaming, non-gaming, etc.)  
[https://www.polleverywhere.com/free\\_text\\_polls/bQHWR45io6mhMVz](https://www.polleverywhere.com/free_text_polls/bQHWR45io6mhMVz)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



## Ordinance Requirement

### What does your Ordinance require?

The screenshot shows the National Indian Gaming Commission website. The header includes the logo, the text 'NATIONAL INDIAN GAMING COMMISSION', and the tagline 'Regulatory Compliance ★ Gaming Integrity'. A search bar is present with the text 'Enter keywords' and a 'Search' button. The navigation menu includes 'HOME', 'COMMISSION', 'COMPLIANCE', 'FINANCE', 'PUBLIC AFFAIRS', 'GENERAL COUNSEL', 'TECHNOLOGY', and 'I WANT TO...'. The main content area is titled 'GAMING ORDINANCES' and contains the following text:

The Indian Gaming Regulatory Act requires that each tribe enact a tribal gaming ordinance that is approved by the National Indian Gaming Commission Chair before opening a gaming operation. The IGRA, 25 U.S.C. § 2710, and NIGC regulations, 25 C.F.R. part 522, require certain provisions to appear in the ordinance. Additional guidance is provided in NIGC Bulletin 2014-2.

Federal Register Notice of Approved Class III Tribal Gaming Ordinances - March 5, 2013

Below are Tribal Gaming Ordinances approved by the NIGC Chair, these reports are presented in PDF format which requires the free Acrobat Reader available from Adobe.

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### My Notes



# TICS/SICS 2-Day Course Participant Guide

Does your Compact require the tribe to meet or exceed NIGC Class III MICS?

Yes

No

Be sure

**Start the presentation to activate live content**

If you see this message in presentation mode, install the add-in or get help at PollEv.com/app

Poll Title: Does your Compact require the tribe to meet or exceed NIGC Class III MICS?  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/R8qnerlF26Re3l6](https://www.polleverywhere.com/multiple_choice_polls/R8qnerlF26Re3l6)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



## Compact Requirement

Does your Compact require the operation to adopt TICS at least as stringent as the NIGC MICS?

TUESDAY AUGUST 8, 2017

US Department Of The Interior  
Indian Affairs

HOME | WHO WE ARE | WHAT WE DO | NEWS | CALENDAR | DOCUMENT LIBRARY | CONSULTATIONS | HOW DO I... | FAQs | JOBS

HOME > WHO WE ARE > AS-IA > IGC > GAMING COMPACTS

### GAMING COMPACTS

Policy Letter Class III Tribal State Gaming Compacts- Director, Office of Indian Gaming- June 15, 2012

Here is a list of Tribal-State Gaming Compacts, Amendments and Off-Track Compacts listed by state.

Click on one of the states below to jump to it's section.

Arizona | California | Colorado | Connecticut | Florida | Idaho | Iowa | Kansas | Louisiana | Massachusetts | Michigan | Minnesota | Montana | Nebraska | Nevada | New Mexico | New York | North Carolina | North Dakota | Oklahoma | Oregon | Rhode Island | South Dakota | Washington | Wisconsin | Wyoming

Arizona

Ak-Chin Indian Community Tribal Gaming Compact 012403.pdf

Ak-Chin Indian Community Tribal Gaming Compact 031993.pdf

Ak-Chin Indian Community of the Maricopa Indian Reservation, Mar 25, 2009 Federal Register Notice, Feb 23, 2009 Approval Letter, Agreement to Amend Tribal State Gaming Compact 012403.pdf

Cocopah Indian Tribe Tribal Gaming Compact 073093.pdf

CHOOSE A CATEGORY  
-- Click To Change Category --

REGIONS

Click the map to view our regions and their office contact information and the tribes served by that region

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My Notes



# TICS/SICS 2-Day Course Participant Guide



Which part(s) of the NIGC MICS must be followed? (all of 543, bingo, poker, surveillance etc.)



**Start the presentation to activate live content**

If you see this message in presentation mode, install the add-in or get help at [PollEv.com/app](https://www.polleverywhere.com)



Poll Title: Which part(s) of the NIGC MICS must be followed? (all of 543, bingo, poker, surveillance, etc.)  
[https://www.polleverywhere.com/free\\_text\\_polls/W19AHcKrF7jBoZm](https://www.polleverywhere.com/free_text_polls/W19AHcKrF7jBoZm)

## My Notes

# TICS/SICS 2-Day Course Participant Guide



## Activity - MICS

1. Work in groups
2. Compare the standards
3. Identify each standard as:
  - new
  - more stringent
4. Share with everyone

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### KEY POINTS

**Activity:** MICS

Group Work

TIME: 1 hour

**Supplies:** (per group)

Post It Note

Markers

Handout: 543 class II and 542 Class III standards

### Instructions:

1. Working in your groups.
2. Select a new recorder and presenter
3. Discuss and write down the standards that are either new or more stringent.
4. Share with the class.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Activity - TICS

1. Work in groups
2. Use handouts
3. Discuss what controls should be added
4. Share with everyone

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### KEY POINTS

**Activity:** TICS

Group Work

TIME: 1 hour

**Supplies:** (per group)

Post It Note

Handout: 543 class II checklist

### Instructions:

1. Working in your groups.
2. Select a new recorder and presenter
3. Discuss and write down controls that can be added and which ones can be expanded.
4. Share with the class.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Activity - SICS

1. Work in groups
2. Use handouts
3. Write detailed procedures to address each section of the TICS
4. Share with everyone

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### KEY POINTS

**Activity:** SICS

Group Work

TIME: 1 hour

**Supplies:** (per group)

Post It Note

Handout: 543 class II checklist

### Instructions:

1. Working in your groups.
2. Select a new recorder and presenter
3. Write down detailed procedures to address each section of the TICS.
4. Share with the class.

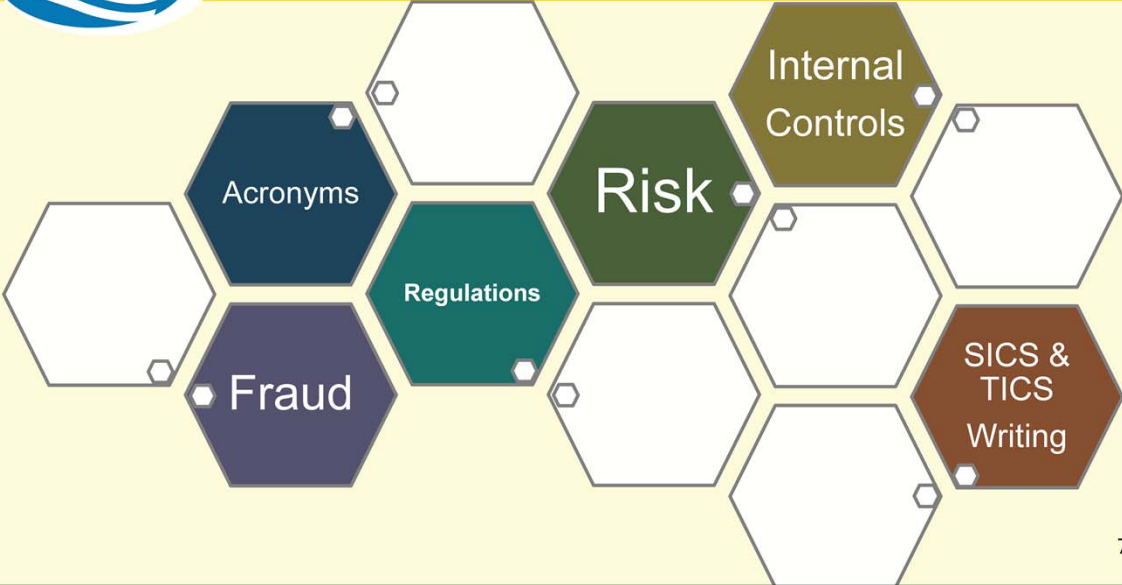
Activity. Directions. Using the same 543 comp checklist. Get into a group write detailed procedures to address each section of the TICS. Share. Discussion.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Main Ideas



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KEY POINTS

My Notes

# TICS/SICS 2-Day Course Participant Guide



## Questions

Contact Information:  
[TRAINING@nigc.gov](mailto:TRAINING@nigc.gov)



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### KEY POINTS

If you have any questions or would like information about additional topics and training please contact the NIGC training department.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Knowledge Review

- Legibly write your name and email address
- Do your best
- Be on the lookout for the survey email 90 days from today

### QUESTIONS

1-  A B C D

2- A B C  D

3- A  B C D

4- A  B C D

5- A B  C D

6-  A B C D

73

### KEY POINTS

Our next to last task is to complete the knowledge review.

Do your best.

You can complete this either through Poll Everywhere or you can request a paper copy.

### My Notes

# TICS/SICS 2-Day Course Participant Guide



## Knowledge Review - TICS/SICS 2 Day Course

When survey is active, respond at [PollEv.com/nigc](https://www.polleverywhere.com/nigc)



## Start the presentation to activate live content

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0 surveys underway



Poll Title: Knowledge Review - TICS/SICS 2 Day Course  
<https://www.polleverywhere.com/surveys/gMd1uRuKU>

## My Notes



# TICS/SICS 2-Day Course Participant Guide



## Course Evaluation

- Provide an honest assessment of your experience
- Written suggestions and comments are greatly appreciated and allow us to improve your experience



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### KEY POINTS

Our last task is to complete the course evaluation.

We use the information from both to evaluate the effectiveness of the course and to make improvements so please provide specific written feedback if applicable.

### My Notes

# TICS/SICS 2-Day Course Participant Guide

	<p><b>Course Eval - TICS/SICS 2-Day Course</b> When survey is active, respond at <a href="https://www.polleverywhere.com/nigc">PollEv.com/nigc</a></p>	
	<p><b>Start the presentation to activate live content</b> If you see this message in presentation mode, install the add-in or get help at <a href="https://www.polleverywhere.com/app">PollEv.com/app</a> 🔄 0 surveys underway</p>	

Poll Title: Course Eval - TICS/SICS 2-Day Course  
<https://www.polleverywhere.com/surveys/dgJUT13ez>

## My Notes