

**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**

#### **Tulsa 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.

#### **U.S. Secret Service**

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.

### **IT-109 How to Audit to 543.20**

The NIGC Information Technology (IT) division is pleased to offer this new and exciting course Auditing 543.20. This instructor led course will review all sections of CFR543.20 and explore some of the problems identified during an NIGC IT Audit. The class provides real world examples of vulnerabilities documented by the IT Audit team and offers best practices to utilize as a guideline for assuring your operations and IT security. Audience participation is vital in working through class exercises and engaging individual views while reigniting IT awareness within casino operations.

### **OGC-103 Legal Opinions**

This course describes the three most common legal opinions requested of, and issued by, the NIGC’s Office of General Counsel (OGC): declination letters, Indian lands opinions and gaming opinions It also describes the process for obtaining a legal opinion from OGC: from submitting a written request, to receiving a written opinion, and everything that happens in between.

### **IT-103 Understanding Criminal History**

Participants will be provided an overview of the processes and procedures for understanding, review, and action needed when receiving an FBI Criminal History Report for the purposes of hiring employees. Further, attendees will be exposed to types of Criminal History Record Information (CHRI) reports, the different FBI reports, how to read the information in the CHRI, expungements and sealed records and learning some abbreviations and terms.

### **IT-102 NIGC Electronic Fingerprint Program**

Participants will be provided with an overview of the processes and procedures for implementation, review, and submission of electronic fingerprints through the NIGC System and agreement with the FBI. Further, attendees will be exposed to the list of live scan vendors who have compliant devices to submit electronic fingerprints to NIGC, the resubmission process, submitting hard cards for processing, name search procedures and how the billing/invoice process is done.

### **TICS/SICS - Choctaw/Cherokee TGRA**

This course is a brief introduction to the elements of control and how to recognize areas in the TICS and SICS where detailed procedures should be written so that there is a reasonable assurance that assets are protected. Discussion includes application of the concepts so participants may be able to apply what they learn upon return to their gaming facilities.

### **AUD-108 Drop and Count – Class II**

During this presentation, discussion will revolve around 543.17 MICS specific to the drop and count process. Topics will include, but are not limited to: card game drop, count room controls, key control standards, emergency drop and count procedures and player interface and financial instrument storage drop and count procedures. Attendees will gain an enhanced understanding of the inherent risks associated with the drop and count process and how the 543.17 MICS are intended to mitigate those risks.

### **AUD-118 Auditing Revenue – Class II**

Participants will discuss 25 CFR part 543.24, MICS, specific to auditing revenue for Class II facilities. Topics will include, but not limited to: supervision, independence requirements of auditors, and documentation requirements across the various cash relevant areas of 543.

## 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

<b>START TIME</b>		<b>Tulsa REGIONAL TRAINING COURSE</b>	
		<b>July 18-20, 2017</b> <b>Choctaw Casino and Resort</b> <b>4216 US-69</b> <b>Durant, OK 74701</b>	
<b>Day One</b>	<b>09:00</b>	Course Opening/Welcome	
	<b>09:15</b>	Panel Discussion-Tulsa Regional Guidance on the Issues	
	<b>11:00</b>	U.S. Secret Service	
	<b>12:00</b>	<i>Lunch (On Your Own)</i>	
	<b>1:00</b>	Human Trafficking - BIA	
	<b>2:30</b>	Active Shooter Training - DHS	
	<b>4:00</b>	<b>Day Wrap up, Q&amp;A, Next Day Prep</b>	
<b>DAY TWO- TRACKS</b>			
<b>Day Two</b>	<b>9:00</b>	AUD-120 Internal Audit: A to Z Approach	CMP-106 Detecting Gamesmanship: A Practical Approach
	<b>11:00</b>		IT-109 How to Audit to 543.20
	<b>12:00</b>	<i>Lunch (On Your Own)</i>	
	<b>1:00</b>		IT-109 How to Audit to 543.20
	<b>2:00</b>	AUD-120 Internal Audit: A to Z Approach	OGC-103 Legal Opinions
	<b>3:00</b>		
	<b>4:00</b>	<b>Day Wrap up, Q&amp;A, Next Day Prep</b>	
<b>DAY THREE- TRACKS</b>			
<b>Day Three</b>	<b>9:00</b>	AUD-120 Internal Audit: A to Z Approach	IT-103 Understanding FBI Criminal History
	<b>10:00</b>		IT-102 NIGC Electronic Fingerprint Program
	<b>11:00</b>		TICS/SICS - Choctaw/Cherokee TGRA
	<b>12:00</b>	<i>Lunch (On Your Own)</i>	
	<b>1:00</b>	AUD-120 Internal Audit: A to Z Approach	AUD-118 Auditing Revenue – Class II
	<b>2:00</b>		AUD-108 Drop and Count – Class II
	<b>3:00</b>		
<b>4:00</b>	<b>Course Close</b>		

# 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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 **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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# Tulsa Regional Guidance on the Issues July 2017





# Tulsa:

## Regional Guidance on the Issues

Panel Discussion

July 18, 2017

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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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## FY2015 GGR

**FY15: Indian gaming industry's largest year-over-year GGR increase during past 10 years.**



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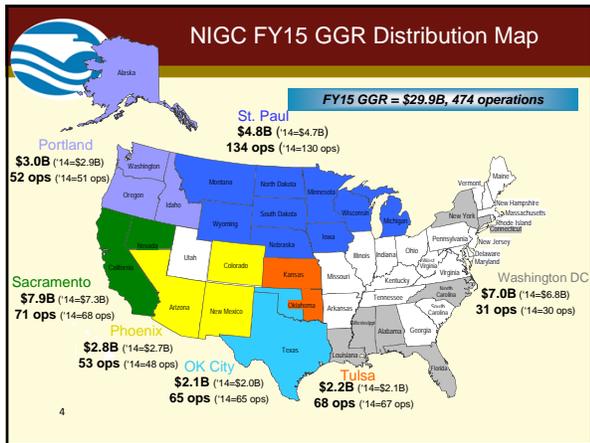
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### Tulsa Region

- **Eastern Oklahoma, Kansas**
- 18 Tribes-Operating 71 gaming facilities:
 

Class II (only)	2
Class III (only)	2
Class II and III	67

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### Tulsa Region

#### Backgrounds & Licensing

October 2015 to September 2016

- Fingerprints Processed – 6,874
- NORs Received – 4,527
- NGLI Received – 1,936

October 2016 to May 2017

- Fingerprints Processed – 4,703
- NORs Received – 3,193
- NGLI Received – 1,347




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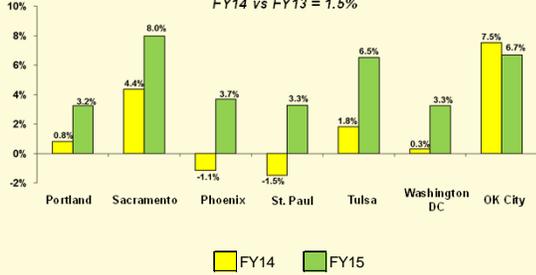
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### GGR Growth Rate By Region

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



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### Regional Compliance Issues/Guidance

**ISSUE:**

- Submission of NOR/NGLI
- KE/PMO Licensing Concurrence Letters
- Submission of AFS, Fees & Worksheets
- FBI MOU – CHRI
- 547 Grandfathered Games

**GUIDANCE:**

- Timeframes – Due dates
- Electronic – email notification
- Timeframes – Due dates
- Privacy Act Notification
- NIGC Website – comment period

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### Office of General Counsel

Requesting OGC Opinions:

- Indian Lands
- Game Opinions
- Declination Letters

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## Office of General Counsel

### OGC Technical Assistance

- Informal Gaming Ordinance Review
- Regional Training Courses
- Other Questions or Concerns

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## Office of General Counsel

### Facility License Notifications & Submissions

- Part 559
- Notify NIGC 120 days before opening
- Common Items Missing:
  - Name of the facility
  - Address
  - Deed
  - Tract Number

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## Office of General Counsel

### Gaming Ordinances

- **Part 522**
- **Model Gaming Ordinance (online)**
- **Common Items Missing:**
  - Copies of the tribal gaming regulations
  - A copy of the tribal-state compact/Secretarial Procedures
  - Procedures to resolve disputes
  - Identification of a law enforcement agency that will take fingerprints
  - Privacy Act Notice
  - Parts 556 & 558

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## Office of General Counsel

### Potential Issues:

1. What constitutes "management"?
2. Sole Proprietary Interest
3. Uses of Gaming Revenue

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## Technology Division

### ITVA's 2016

Requests – 1  
Completed - 0

### Common ITVA Issues

#### Identified

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

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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### 2016 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

### 2016 IT General Interactions

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

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## Audit

- Internal Control Assessments
  - Limited Scope review of specific areas

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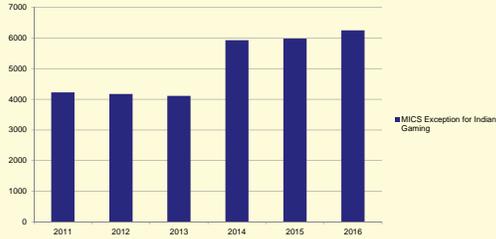
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## Overall MICS AUP Exceptions

MICS Exceptions for Indian Gaming



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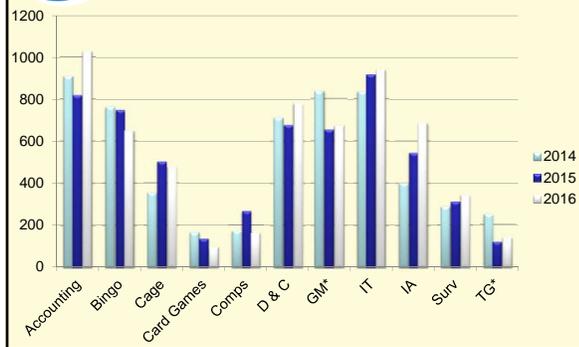
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## Breakdown by Section



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## 543 Tied #5 Finding

- Audit and accounting 543.23(c)(4)
  - Internal audit
  - Controls established and procedures implemented
    - Internal auditor(s) are independent of gaming operations with respect to departments subject to audit (auditors internal to the operation, officers of the TGRA, or outside CPA firm may perform this function)

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### 543 #5 Finding

- Auditing Revenue 543.24(d)(8)(iv)
  - Establish controls and implement procedures:
  - Drop and Count
    - Quarterly, inventory all controlled keys and reconcile to records of keys made, issued, and destroyed
    - Investigate all keys unaccounted for, and document investigation

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### 543 Tied #2 Finding

- Auditing Revenue 543.24(d)(4)(iii)
  - Establish controls and implement procedures to audit the following operational area:
  - Gaming Promos and Player Tracking
    - Annual review of computerized player tracking systems
    - Ensure configuration parameters are accurate and alterations have authorization from management
    - Review performed by agent(s) independent of individuals that set up/change system parameters
    - Document and maintain the test results.

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### 543 Tied #2 Finding

- Auditing Revenue 543.24(d)(4)(ii)(A)
  - Establish controls and implement procedures to audit the following operational area:
  - Gaming Promos and Player Tracking
    - At least monthly, for computerized player tracking systems, perform the following procedures:
    - Review authorization documentation for all manual point additions/deletions for propriety

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## 543 Tied #1 Finding

- Auditing Revenue 543.24(d)(4)(ii)(B)
  - Establish controls and implement procedures to audit the following operational area:
    - Gaming Promos and Player Tracking
      - At least monthly, for computerized player tracking systems, perform the following:
        - Review exception reports, including transfers between accounts

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## 543 Tied #1 Finding

- Promotions and Player Tracking Systems 543.12(d)
  - *Variances*
    - 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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## 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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## 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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## 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**  
To complete the survey, go to [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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U.S. Secret Service  
Course



# Human Trafficking Course





# Human Trafficking

National Indian Gaming Commission  
Durant, OK  
July 18, 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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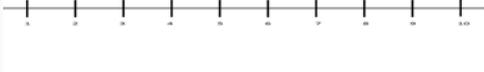
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What is your knowledge on trafficking?



1 = lack any knowledge  
10 = 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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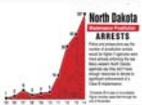
## Examples of Sex and Labor Trafficking

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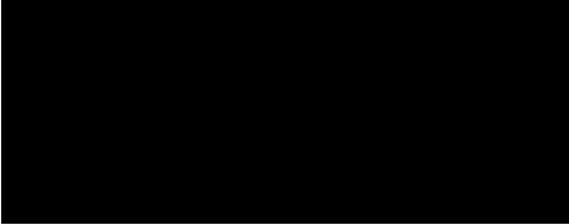
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### Human Trafficking in Montana: Part 2 (4:16)



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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## Oklahoma Information

- ARTICLE:  
<http://digitalcommons.law.ou.edu/cgi/viewcontent.cgi?article=1038&context=ailr>

### Oklahoma Programs Designed to Combat Human Trafficking:

Oklahoma codified guidelines to assist victims of human trafficking. These guidelines include providing shelter that is not "inappropriate to their status as crime victims," neither penalizing nor criminalizing the victims for having been trafficked, providing prompt physical and emotional health care, and providing legal assistance. In addition to the guidelines for victim assistance, Oklahoma law mandates task forces designed to combat human trafficking. (OBNDD)

Source: American Indian Law Review, Volume 40/Number 2 – 2016 Human Trafficking Among Native Americans: How Jurisdictional and Statutory Complexities Present Barriers to Combating Modern-Day Slavery.

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### Oklahoma Information continued

- Oklahoma contains one of the “largest concentrations of trafficked victims.” Oklahoma’s location makes the state optimal for human trafficking. Oklahoma is located in the center of the United States, where the intersections of major highways, such as I-40, I-44, and I-35, create a choice route for traffickers. Because traffickers typically prey on women who have lower education and fewer resources, Oklahoma became a prime target for seeking out women for commercial sex purposes. “Oklahoma ranks first in the nation in female incarceration and child abuse deaths, third in divorce, and fifth in teen” pregnancy. These statistics portray many Oklahoma women as vulnerable and susceptible to the business of commercial sex, given that these statistics correlate with the “risk factors” previously identified.

Source: American Indian Law Review, Volume 40/Number 2 - 2016 Human Trafficking Among Native Americans: How Jurisdictional and Statutory Complexities Present Barriers to Combating Modern Day Slavery

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### Oklahoma Law Enforcement Resources

- Law Enforcement: OBNDH Human Trafficking Toll Free Hotline (855) 617-2288




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### Oklahoma Victim Service Resources

Tribal Victim Services:  
**Native Alliance Against Violence**  
 623 North Porter, Suite 400  
 Norman, OK 73071  
 Telephone: 405-801-2277  
 FAX: 888-231-5714  
 Email: [info@OklahomaNAAV.org](mailto:info@OklahomaNAAV.org)

Resource List found on this link:  
<https://www.ok.gov/obndd/documents/HTTF%20-%20Resource%20Matrix%20Contact%20List%2003102014.pdf>

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**Polaris**  
Freedom begins now.

**Polaris-Operated Anti-Human Trafficking Hotlines**

**NATIONAL  
SLAVES  
TRAFFICKING  
HOTLINE**  
1-888-373-7888

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**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 ext. 200 (in Spanish)
- SEND AN EMAIL: [help@polaris.org](mailto:help@polaris.org)
- REPORT A TIP ONLINE: [www.polaris.org/submit-tip](http://www.polaris.org/submit-tip)
- VISIT THE BEFREE WEB PORTAL: [www.befree.org](http://www.befree.org)

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**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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**Course Evaluation**

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

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**Course Eval - Human Trafficking**  
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, you are in the poll-in or get help at [PollEv.com/app](http://PollEv.com/app)  
© 2016 surveys underway

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## Oklahoma Human Trafficking Task Force

### Service Providers - Resources

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##### **Baptist General Convention of Oklahoma - Women's Missions and Ministries**

**Phone:** (405) 942-3000

**Site:** <http://www.bgco.org/ministries/women>

##### **Beautiful Dream Society**

P.O. Box 32554

Oklahoma City, OK

**Phone:** 405-698-0011

**Site:** <http://www.beautifuldream.tv>

##### **Bethesda, Inc.**

1181 East Main St

Norman, OK 73071

**Phone:** (405) 364-0333

**Site:** <http://www.bethesdaok.org>

##### **Services:**

Bethesda provides specialized and comprehensive treatment for child sexual abuse, including therapy for victims and families, and furthers public and professional awareness of related issues.

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##### **Catholic Charities Archdiocese of Oklahoma City**

1501 N Classen Boulevard

Oklahoma City, OK 73106

**Main Phone:** (405) 523-3000

<http://www.catholiccharitiesok.org>

**Alternate Main Phone:** (405) 523-3001

[dbritton@catholiccharitiesok.org](mailto:dbritton@catholiccharitiesok.org)

**Service description:** Provides services for refugees, those seeking asylum, and human trafficking victims.

**Service hours:** M, T, W, Th, F 8 AM - 4:30 PM

**Intake procedure:** Call for information.

**Fees:** No charge.

**Eligibility:** No restrictions.

**Area served:** Oklahoma City metro

**Services:** Immigration/Naturalization Legal Services

##### **Other services at this location**

ADOPTION SERVICES-OKLAHOMA CITY (CATHOLIC CHARITIES)

GENERAL CLOTHING PROVISION-OKLAHOMA CITY (CATHOLIC CHARITIES ARCHDIOCESE OF OKC)

IMMIGRATION/NATURALIZATION LEGAL SERVICES-OKLAHOMA CITY (CATHOLIC CHARITIES)

PARENTING EDUCATION-OKLAHOMA CITY (CATHOLIC CHARITIES)

PREGNANCY/PRENATAL HOME-MIDWEST CITY (CATHOLIC CHARITIES)

RENT PAYMENT ASSISTANCE-OKLAHOMA CITY (CATHOLIC CHARITIES)

TRANSITIONAL HOUSING/SHELTER-OKLAHOMA CITY (CATHOLIC CHARITIES)

UTILITY ASSISTANCE-OKLAHOMA CITY (CATHOLIC CHARITIES)

## Oklahoma Human Trafficking Task Force

### Service Providers - Resources

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##### **DaySpring Villa**

**Phone:** (918) 245-4075

**Service Description:** Offers comprehensive services to adult victims of Human Trafficking  
*\*\* Certified Human Trafficking Services Provider under the Oklahoma Attorney General's office HT Service Provider guidelines*

##### **Domestic Violence Program of North Central Oklahoma**

Confidential Address

Ponca City, OK 74602

**Service/Intake:** (580) 762-2873 <http://www.dvpnco.org>

**Service description:** Provides a hotline, shelter, counseling, safety planning, advocacy, referral, case management, children's services, transitional housing, support group for victims of domestic violence, sexual assault and stalking; also offers a Batterer's Intervention Program for abusive individuals.

**Service hours:** 24-hours, 7 days a week

**Intake procedure:** Victim must phone hotline and speak to an advocate.

**Fees:** No charge for services for victims; batterer's intervention charges: \$65.00 for intake and \$25 per week.

**Eligibility:** Must be a victim of domestic violence, sexual assault or stalking.

**Area served:** Kay, Noble, Osage & Pawnee counties

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##### **HeartLine 211**

Provides 24/7 health and human services referrals through 211, compassionate listening through the CareLine, suicide prevention through suicide hotlines and elderly support through Gatekeeper

P.O. Box 12832

Oklahoma City, OK 73157

**Phone:** (405) 840-9396 [Site: http://www.heartlineoklahoma.org](http://www.heartlineoklahoma.org)

##### **Hispanic American Mission**

1836 NW 3rd

Oklahoma City, OK 73106

**Phone:** (405) 272-0890

**Fax:** (405) 232-2137

**Service description:** Provides assistance with legal and immigration services.

**Service hours:** M, T, W, Th, F 9:30 AM - 4:30 PM

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

**Intake procedure:** Walk-ins only. Call for details.

**Fees:** \$15 consultation fee.      **Eligibility:** N/A

**Area served:** Oklahoma

**Languages:** Spanish

**Services:** Immigration/Naturalization Legal Services, Interpretation/Translation

#### **Homeless Alliance, The**

Providing better care for the homeless by helping Oklahoma City focus on outcomes, implement best business practices, and develop new and innovative solutions to homelessness.

1729 NW 3rd St

Oklahoma City, OK 73106

**Phone:** (405) 415-8410

**Site:** <http://www.homelessalliance.org>

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#### **International Crisis Aid - Safe Homes (St. Louis, MO)**

P.O. Box 510167

St. Louis, MO 63151

**Phone:** 1-888-740-7779

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

Main Office:

5427 Telegraph Rd.

St. Louis, MO 63129

**Additional Services**, provided on a weekly basis include:

Life Skills programs

Parenting Classes

GED

Other educational opportunities

Equine Assisted Therapy

Pet Therapy

Family Therapy / Reunification (when appropriate)

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#### **Latino Community Development Agency**

Improves the quality of life in the Latino community through education, leadership development services and advocacy.

420 SW 10th

Oklahoma City, OK 73109

**Phone:** (405) 236-0701

**Site:** <http://www.lcdaok.org>

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

#### **Legal Aid of Oklahoma**

Helps low-income families & seniors with non-criminal legal problems.

2915 N. Classen Blvd. #104

Oklahoma City, OK 73106

**Phone:** (405) 521-1302

**Site:** <http://www.legalaidok.org>

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#### **Native Alliance Against Violence (NAAV)**

2501 N. Blackwelder, Sarkeys Suite 209

Oklahoma City, OK 73106-1493

**Phone:** 405-208-5189

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

**FAX:** 405-208-5185

**Email:** [info@OklahomaNAAV.org](mailto:info@OklahomaNAAV.org)

#### **No Boundaries International**

49 E 15th Street

Edmond, OK 73013

**Phone:** (405) 513-5453

<http://www.nbint.org>

[info@nbint.org](mailto:info@nbint.org)

**Service description:** Early stages of intervention through counseling, education, life skill building, peer support groups, assisting with healthcare, legal issues and vocational re-training and placement for the homeless, trafficking victims and the elderly.

**Service hours:** Application required

**Intake procedure:** Contact agency

**Fees:** Accepts Medicaid, Medicare, Sliding Scale and Insurance

**Eligibility:** None

**Area served:** Oklahoma City- Primarily Metro Area

**Languages:** English, Mandarin Chinese and Spanish

#### **NorthCare**

NorthCare is a dynamic outpatient behavioral health center providing sensitive and diverse services to children, families and adults in communities throughout Oklahoma, since 1981.

4436 N.W. 50th St.

Oklahoma City, OK 73112

**Phone:** (405) 858-2700

**Fax:** (405) 858-2720

**Site:** <http://www.northcare.com>

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

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#### **OCU Law Immigration Clinic (Oklahoma City University)**

If you are a client who wants to be screened for the clinic or get immigration advice, contact the clinic at Catholic Charities Immigration Assistance Program **405.523.3001**.

#### **Oklahoma Bureau of Narcotics & Dangerous Drugs**

440 NE 39th Street

Oklahoma City, OK 73105

**Service/Intake:** (855) 617-2288

**Service description:** Investigate complaints & tips of Human Trafficking

**Service hours:**24/7

**Services:** Crisis Intervention for Victims of Human Trafficking, Helplines/Warmlines for Victims of Human Trafficking

#### **Oklahoma Coalition Against Domestic Violence and Sexual Assault (OCADVSA)**

**Phone:** 405-524-0700

**TTY:** 405-512-5577

E-mail: [info@ocadvsa.org](mailto:info@ocadvsa.org)

*The mission of the Oklahoma Coalition Against Domestic Violence and Sexual Assault is to organize and mobilize member programs to prevent and eliminate sexual and domestic violence and stalking in the state of Oklahoma and Indian Country.*

#### **Oklahoma County - Health Department**

4330 NW 10th Street

Oklahoma City, OK 73107

**Service/Intake:** (405) 419-4150

<http://www.occhd.org>

**Service description:** Family Planning Services helps prevent unplanned pregnancies. Emphasis is placed on helping to reduce the teen pregnancy rate. Services are provided to assist families and individuals to plan and space their children and these services are available to both women and men.

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

**Fees:** Fees are based on ability to pay per a sliding scale. Family Planning Waiver Medicaid (SoonerPlan) is available to those who qualify to assist financially for exams, supplies, pregnancy testing, etc. for both men and women 19 and over. Applications can be completed online prior to your visit. Assistance may be provided if needed when you come in for services

#### **Other location offering this service**

##### COUNTY OF OKLAHOMA - HEALTH DEPARTMENT

921 NE 23rd Street Oklahoma City, OK 73105

**Phone:** (405) 427-8651

#### **Additional Services:**

Our STD clinic provides low-cost diagnosis and treatment of sexually transmitted infections. Any sexually-active person twelve years of age or older may be seen in our clinic.

The STD clinic is a walk-in clinic that opens at 7 a.m. Monday through Thursday

#### **OK Department of Mental Health and Substance Abuse Services**

1200 NE 13th Street

P.O. Box 53277

Oklahoma City, OK 73152-3277

**Phone:** (405) 522-3908

**Toll Free:** (800) 522-9054

**Fax:** (405) 522-3650

#### **Services:**

Behavioral Health Case Management

Behavioral Health Rehabilitation Specialist (BHRS)

DUI Services

E-Prevention Resource Center

Gambling Addiction

Peer Recovery Support Specialist

Provider Certification

Sponsored Trainings and Events

Statistics and Data

Tribal State Relations

#### **Help Lines:**

**Reachout Hotline** | 1-800-522-9054

**Gambling Hotline** | 1-800-522-4700

Suicide Prevention | 1-800-273-TALK - (1-800-273-8255)

**ODMHSAS Main Number** | 1-405-522-3908

Disaster Distress Helpline | 1-800-985-5990

#### **Oklahoma District Attorney's Council (DAC)**

##### **Crime Victim Compensation Program**

421 NW 13<sup>th</sup>, Suite 290

Oklahoma City, OK 73103

**Phone:** 405-264-5006

**Toll-Free:** 1-800-745-6098

Site: <http://www.ok.gov/dac/>

[E-mail: victimsservices@dac.state.ok.us](mailto:victimsservices@dac.state.ok.us)

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

#### **Oklahoma State Department of Health - Kingfisher County**

124 East Sheridan Room 101

Kingfisher , OK 73750

**Phone:** (405) 375-3008

**General Clinic Hours:** 8 - 11:30 a.m.                      1 - 4:30 p.m.

#### **Oklahoma Women's Coalition**

720 W. Wilshire, Suite 101-D

Oklahoma City, OK 73116

**Phone:** 405.286.0356

<http://www.oklahomawomenscoalition.org/>

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#### **SAFeline**

1-800-522-SAFE (7233)

The Safeline is a toll-free accessible 24-hour hotline for individuals seeking help or information about domestic violence, sexual assault, and stalking.

The Safeline offers:

- Confidential calls with trained individuals who understand issues of domestic violence, sexual assault, and stalking.
- Assistance in safety planning
- Referrals to crisis centers, shelters, and other state resources

Help is available in 150 languages

#### **Salvation Army**

Provides food, shelter, meals, clothing, utility assistance, transportation, disaster relief, Boys & Girls Clubs, senior and youth activities, character-building programs, and substance abuse rehabilitation.

311 SW 5th

Oklahoma City, OK 73109

**Phone:** (405) 246-1100

**Site:** <http://www.salvationarmyokcac.org>

#### **Sooner SUCCESS**

OU Health Sciences Center

940 NE 13<sup>th</sup> St., Nicholson Tower Suite 4900

Oklahoma City OK 73104

**Phone:** 405-271-5700 ext. 45180

**Toll Free #** 1-877-441-0434

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

Statewide Information and Referral for Oklahomans with Special Needs

#### **Sunbeam Family Services**

Serving OKC Metro's low-income families and individuals needing specialized childcare, therapeutic foster care, counseling, in-home support or emergency shelter for the elderly.

616 NW 21St

Oklahoma City, OK 73103

**Phone:** (405) 528-7721

**Site:** <http://www.sunbeamfamilyservices.org>

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#### **United Nations Association of the United States of America**

##### **Greater Oklahoma City Chapter**

P.O. Box 60856

Oklahoma City, OK 73146-0856

#### **United Way of Central Oklahoma**

To improve the health, safety, education and economic well-being of individual families in need in central Oklahoma by connecting community resources with responsive and accountable health and human service agencies.

1444 NW 28th Street, Oklahoma City, OK 73106

**Phone:** (405) 236-8441

**Fax:** (405) 235-2011

**Site:** <http://www.unitedwayokc.org>

#### **University of Tulsa College of Law**

Provides legal and immigration assistance to qualifying individuals. Contact clinic to determine eligibility.

3120 East Fourth Place

Tulsa, Oklahoma 74104

**Phone:** (918) 631-2401

**Fax:** (918) 631-3126

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#### **Variety Care Family Health**

Comprehensive, family-focused community health centers that offer primary medical, dental, vision, pediatric, WIC and behavioral health care to any Oklahoman. We accept Medicaid, Medicare and private insurances, and uninsured patients access services along a sliding-fee scale based on family income. Variety Care has several locations in Oklahoma City and in southwestern Oklahoma, and call us today for more information or to schedule an appointment.

P.O. Box 2098

Oklahoma City, OK 73101

**Phone:** (405) 623-6688

**Site:** <http://www.varietycare.org>

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

#### **Variety Care Family Health - Del City**

3851 Tinker Diagonal

Del City, OK 73115

**Service/Intake:** (405) 232-0616

**Fax:** (405) 677-8991      <http://www.varietycare.org>

**Service description:** Provides a supplemental nutrition program for women, infants and children, including education and food vouchers.

**Service hours:** M, T, W, Th, F 7:30 AM - 5:30 PM

**Intake procedure:** Call to schedule an appointment. Must fill out WIC specific forms. Bring proof of identification, residency, income, and infant/child immunization record.

**Fees:** No charge.      **Eligibility:** Must meet WIC criteria.

**Area served:** Oklahoma County

**Languages:** Spanish

#### **Other services at this location**

CHILD HEALTH CARE-DEL CITY (VARIETY CARE)

DENTAL CARE-DEL CITY (VARIETY CARE)

EYE CARE-DEL CITY (VARIETY CARE)

PRENATAL CARE-DEL CITY (VARIETY CARE)

#### **Variety Care Family Health - Oklahoma City**

500 SW 44th Street

Oklahoma City, OK 73109

**Service/Intake:** (405) 632-6688

**Fax:** (405) 232-0716      <http://www.varietycare.org>

#### **Variety Care Family Health**

1025 Straka Terrace

Oklahoma City, OK 73139

**Service/Intake:** (405) 632-6688      <http://www.varietycare.org>      [lfunderburg@varietycare.org](mailto:lfunderburg@varietycare.org)

#### **Vietnamese American Association**

2316 NW 23 St

Oklahoma City, OK 73107

**Phone:** (405) 524-3088

**Fax:** (405) 524-2932

**Service description:** Offers services and assistance to refugees. English training is offered. Employment services are offered. Counseling services, translation, family reunification, legal assistance, job placement.

**Service hours:** M, T, W, Th 9 AM - 5 PM; F 9 AM - 4 PM

**Intake procedure:** Walk-ins welcome. Call for details.

**Fees:** No charge.      **Eligibility:** Refugee/immigrants.

**Documents required:** Must bring photo ID

## **Oklahoma Human Trafficking Task Force**

### **Service Providers - Resources**

**Area served:** Oklahoma City

**Languages:** Vietnamese

**Services:** Adult Education, Immigration/Naturalization Legal Services, Interpretation/Translation, Training and Employment Programs

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#### **Youth Services of Oklahoma County**

Offers a variety of services including counseling to temporary out-of-home placement, troubled youth and their families.

201 NE 50th Street

Oklahoma City, OK 73105

**Phone:** (405) 235-7537

**Site:** <http://www.ysoc.org>

#### **YWCA of Oklahoma City**

Operates shelter for battered women, rape crisis services, crisis hotlines, counseling groups.

2460 NW 39th Street

Oklahoma City, OK 73112

**Phone:** (405) 948-1770

**Site:** <http://www.ywcaokc.org>

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# Active Shooter Course



# ACTIVE SHOOTER AWARENESS

National Indian Gaming Commission

Tulsa Regional Training Course

Choctaw Casino Resort- Durant, OK

July 2017



Homeland Security

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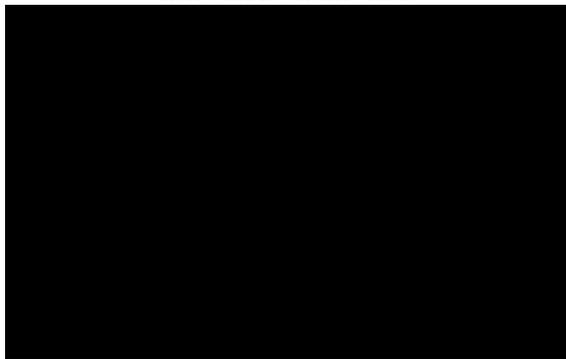
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***RUN > HIDE > FIGHT*** Video



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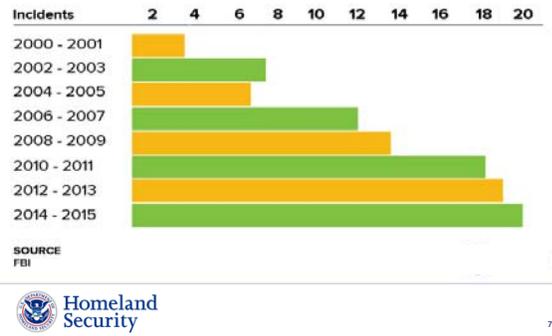
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## Average # of Active Shooter Incidents on the rise **per year**




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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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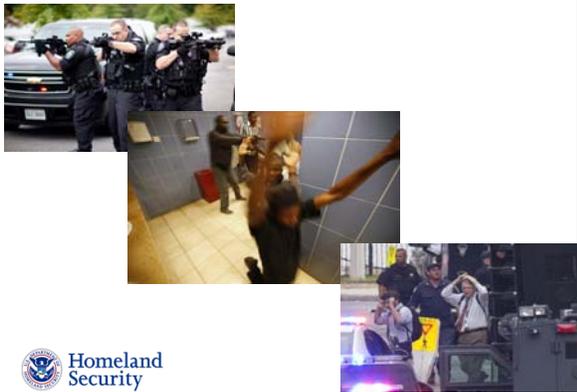
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### When Law Enforcement Arrives



 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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# Course Evaluation

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



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

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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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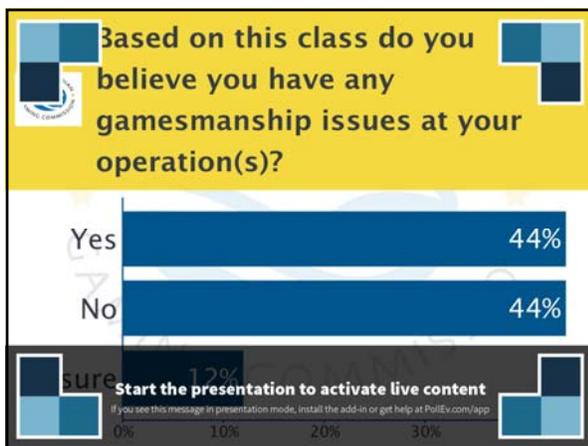
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## Questions?

- 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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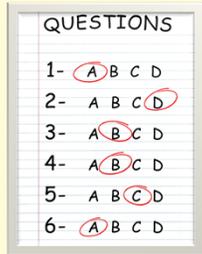
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## Knowledge Review

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



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

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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**   
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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 from 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? \_\_\_\_\_

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# Auditing to 543.20 Course





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### What to Expect:

- Supervision - CFR543.20a
- Class II Gaming Logical and Physical Controls - CFR543.20c
- Physical Security - CFR543.20d
- Logical Security - CFR543.20e
- User Controls - CFR543.20f
- Remote Access - CFR543.20h
- Data Backups - CFR543.20j
- Software Downloads - CFR543.20k
- Verifying Downloads - CFR543.20l
- Installation and/or modifications - CFR543.20g
- Incident monitoring and reporting - CFR543.20i

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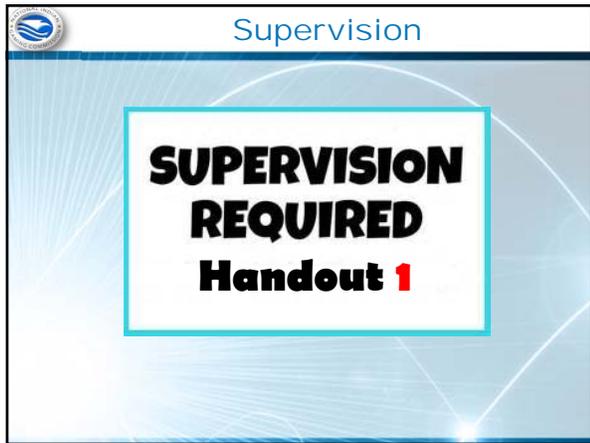
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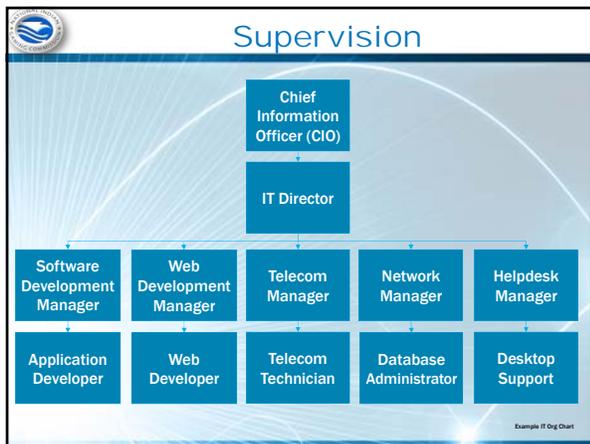
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Class II Gaming Systems Logical and Physical Controls

Importance Of :

Tribal Internal Controls or (TICS)

System of Internal Controls or (SICS)



A diagram showing three overlapping circles labeled 'Threat', 'Asset', and 'Vulnerability'. The intersection of all three is shaded red and labeled 'Risk'. A hand is pointing to the 'Risk' area.

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Ask Yourself

1. Who is in charge?
2. Should this person be independent of the class II system?
3. What methods (i.e. policy &/or procedure) is in place to detect errors or fraud?
4. Should that person have access to accounting, audit entries, or payouts?
5. Is there an audit procedure? How is the audit completed and how is it recorded?



A diagram with 'HELP' in the center, surrounded by colorful arrows pointing to 'SOLUTION', 'CUSTOMER', 'SERVICE', 'QUALITY', 'GROWTH', and 'PROFIT'.

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Physical Security



A photograph of a hallway with white lockers. A large metal chain is draped across the hallway, secured by a large brass padlock in the center.

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**Ask Yourself**

1. Are there policy and procedures in place for Physical Security?
2. Who is responsible or have access to IT with, keys, cards, fobs?
3. What group or who is recording those that access the area and why?
4. Should that person be in the area and are the credentials of non-employee/vendors checked before access is granted?




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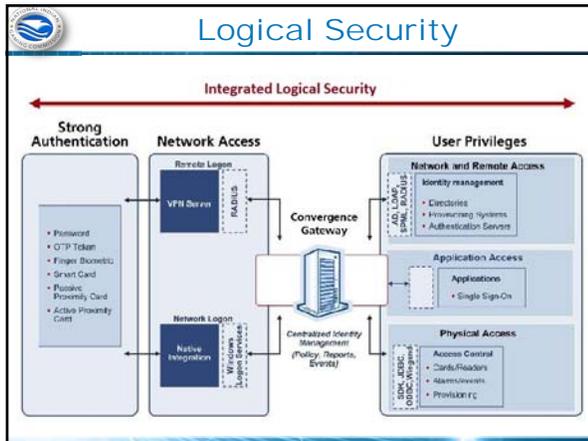
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**Ask Yourself**

1. What policy and/or procedure exist for storage or recovery of media?
2. Is there access to the data, where is it logged, how often and by whom?
3. When an employee is terminated/leaves, who manages the rights and roles of those terminations? Also are there date restrictions?
4. What is the audit process for those records and how often are they reviewed?
5. Are robust passwords policies and procedures in place and what timeframe is set for them to be changed?
6. Are there policy and procedures in place for network ports on and off the floor to be disabled when not in use?
7. What type of data encryption is in place, if any?
8. Who ensures software is verified from the vendor(s)?

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**Physical vs Logical Security**

**Handout 2**

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**User Controls**

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**Ask Yourself**

- Who is assigned to control, update or modify system functions and/or credentials?**
- Are there roles and responsibilities for controls and are they approved by the TGRA?**
- Are control recorded with Who, When, Why and What was completed?**

**User controls**

Who  
What  
When  
Why

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 **Ask Yourself**

Is there a Process for remote access that includes:

1. **When, Why and What** was done during the remote access session and when the access was closed or terminated and by whom?
2. **Who** was granted access, and who granted the access? License?
3. **Is the remote access** being done with a secure method? What is that method?



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 **Remote Access - Exercise**

**Handout 4**



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 **Data Backup**



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 **Ask Yourself**

1. What is the backup process for all critical information and programs; is it stored in a means that is adequately protected from loss?
2. How often are the backups performed?
3. Is the information mirrored for redundancy and can the data be restored if required?
4. How often is this data backup process tested?



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 **Software Downloads**



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 **Verifying Downloads**

*Verified By*



**YOU!**



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 **Installation &/or Modifications**



The slide features four images arranged in a 2x2 grid. The top-left image is titled 'Casino Management System' and shows a person's hands on a computer keyboard with a monitor displaying a software interface. The top-right image is titled 'Surveillance' and shows a person's silhouette in front of a wall of multiple video camera feeds. The bottom-left image is titled 'Hotel Shops' and shows a retail store interior with clothing racks and displays. The bottom-right image is titled 'Hospitality' and shows a person standing in a modern hallway or lobby area.

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 **Ask Yourself**

1. Are only authorized and approved systems being installed or modified and is it being verified to a checklist?
2. Are these actions being recorded, if so with Whom, When, Why and What was accomplished?
3. Are there instruction manuals or booklets that describes the system and how its maintained?



The slide contains three numbered questions. Below the questions is an image of a laptop with the word 'INSTALL' on its screen and a mouse cursor pointing at it.

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 **Incident Monitoring & Reporting**



The slide features a central circular diagram divided into four quadrants. Each quadrant is labeled with a phase of the incident response cycle and has associated tasks listed in boxes around it. The top-left quadrant is 'Reporting' with tasks 'Tracking & Referral' and 'Trending & Analysis'. The top-right quadrant is 'Prevention' with tasks 'Outreach & Awareness' and 'Security Notification'. The bottom-left quadrant is 'Response' with tasks 'Forensic Analysis' and 'Mitigation & Remediation'. The bottom-right quadrant is 'Detection' with tasks 'Infrastructure Security' and 'Antivirus'.

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 **Ask Yourself**

1. **What are the policies and/or procedures for responding to, monitoring, investigating and resolving all security incidents that is approved by the TGRA?**
2. **What time period has been established with the TGRA for supporting documentation to be supplied?**



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 **Questions**

<b>Tim Cotton</b> IT Auditor timothy_cotton@nigc.gov	<b>Jeran Cox</b> IT Auditor jeran_cox@nigc.gov	<b>Michael Curry</b> IT Auditor michael_curry@nigc.gov
<b>Sean Mason</b> IT Auditor sean_mason@nigc.gov	<b>Travis Waldo</b> Director, IT travis.waldo@nigc.gov	

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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 - Auditing to 543.20**  
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)  
© 2015 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 - Auditing to 543.20**  
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)  
© 2015 surveys underway

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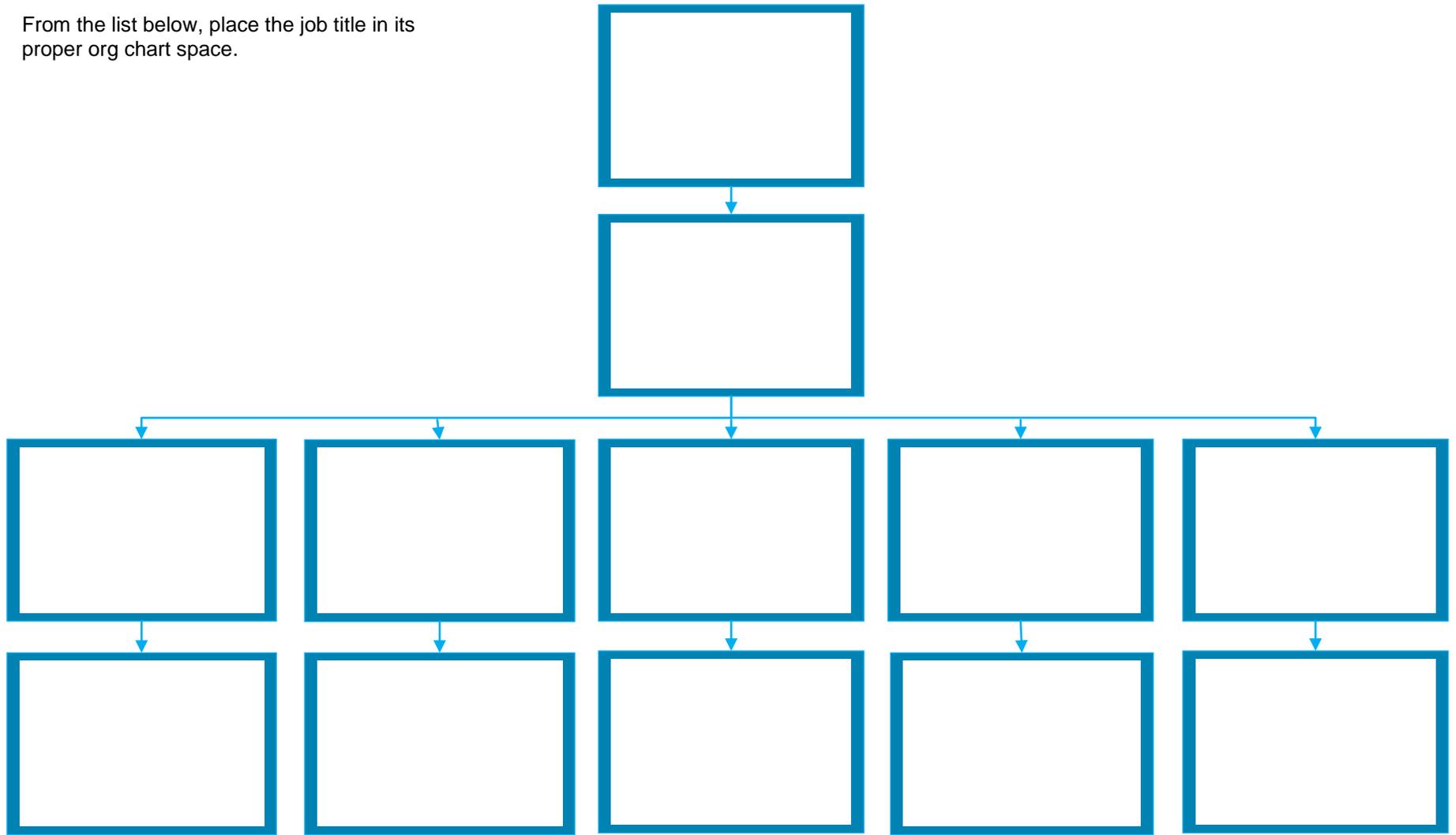
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From the list below, place the job title in its proper org chart space.



Helpdesk Manager  
Application Developer  
Software Development Manager  
Chief Information Officer  
Web Development Manager  
Telecom Manager

IT Director  
Telecom Technician  
Desktop Support  
Web Developer  
Database Administrator  
Network Manager

In the spaces below identify where each security type would reside. i.e. are User ID's Physical or Logical Security?

<b>Physical security:</b>	<b>Logical security:</b>
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.

**Protects Computer Software**

**User IDs**

**Intrusion Detection**

**Smart Cards**

**Alarms**

**Cameras**

**Electronic Access Controls**

**Port management**

**Administration Access Controls**

**Password Authentication**

# Passwords -- Handout #3

## Exercise #1:

Please rank these passwords from most to least secure. 1 is most secure, 6 is least secure:  
(Please note these are all terrible passwords)

starwars	
admin	
12345678	
C0mput3r\$	
Password123	
Football	

## Exercise #2:

Please provide 3 examples of strong passwords and 3 examples of weak passwords and consider what makes them strong/weak?

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## Exercise #3:

Please name 3 possible ways an attacker might gain access to a password:

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# Remote Access

1. Read each scenario
2. Identify the problem
3. Provide solution to correct the problem

## Scenario #1:

**Vendor Z has an always on connection between their service center and the Class II server housed in the tribe's server racks. This connection has been approved by IT Security and by the Gaming Commission since 10/03/2012. The vendor has a staff of properly licensed database admins that utilize the connection to perform daily manual database backups and trouble shooting at the tribe's request. On 01/15/2013 Erik Magnus, the external auditor, asks for a log of all remote access to that server from 12/01/2013 to 12/31/2013. He is given a screenshot of windows usernames and logins for the time period.**

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## Scenario #2:

**Bobby Drake from Vendor A calls in at 11:00, 10/21/2015, saying he has a critical software patch for the player card printing services. Access is enabled by Helpdesk staff James Howlett from 03:00 to 03:45 – 10/23/2015. The software is updated and tested afterwards.**

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**Scenario #3:**

**On 08/11/2016 Kitty Pryde from our gaming commission sends an email informing you that Vendor B is going to update the Wide Area Progressive payable to a higher hold on 08/15/2016. Vendor B's representative Kurt Wagoner is licensed, and access is approved by IT manager, Jean Grey. VPN access is enabled by Hank McCoy at 03:00am 08/15/2016.**

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**Scenario #4: (Optional if time allows)**

**Database engineer Peter Rasputen from Vendor C is requesting telnet services be enabled on their Class II server indefinitely for the purposes of running periodic database backup scripts. Access is approved by IT Supervisor Wade Wilson on 07/15/2016. And the service is enabled on 07/16/2016 at 09:20 by Warren Worthington.**

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# OGC-103 Legal Opinions Course



# OGC-103 Legal Opinions Course Participant Guide



National Indian Gaming Commission



OGC-103 Legal Opinions

July 2017

KEY POINTS:

My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Course Objectives

Learn about legal advisory opinions issued by NIGC's Office of General Counsel (OGC)

- What they are
- Topics they cover
- Reasons to request one
- How you request one
- What happens to your request, once received
- Content of opinion letters
- Snapshot of legal analysis done by OGC

2

KEY POINTS:

My Notes

# OGC-103 Legal Opinions 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

### Course 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:

At the end of this course you will take a knowledge review.

You will also be asked to provide input to improve the course by completing a course evaluation form.

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Participating with Poll Everywhere



### Poll Everywhere

1



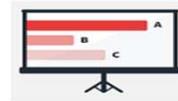
Leader asks a question

2



Participants respond

3



Responses are displayed immediately!

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

4

#### KEY POINTS:

Throughout the presentation we will be asking you several poll question and we would like to practice using the Poll Everywhere.

Your participation is voluntary and your responses are anonymous.

#### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## 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



### KEY POINTS:

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

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

### My Notes

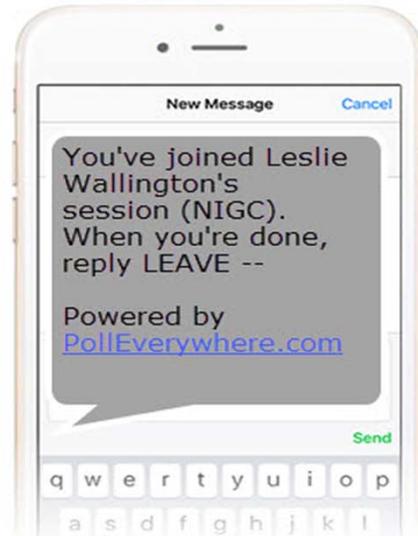
# OGC-103 Legal Opinions Course Participant Guide



## 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.

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



### 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

# OGC-103 Legal Opinions Course Participant Guide

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](https://www.polleverywhere.com/app)

**KEY POINTS:**

**USING POLL EVERYWHERE:**

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

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

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

Poll Title: How did you travel to the conference?  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/TaL3p8OxVVN0C3T](https://www.polleverywhere.com/multiple_choice_polls/TaL3p8OxVVN0C3T)

**My Notes**



# OGC-103 Legal Opinions Course Participant Guide



## History of OGC Legal Opinions

IGRA enacted in **1988**, to establish the National Indian Gaming Commission (NIGC)

**NIGC** is responsible for implementing IGRA and enforcing its provisions



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### KEY POINTS:

- Indian lands (1993-today)
- Game classification (1992-today)
- Declination letters (1993-today)

There have been hundreds of submissions to the NIGC since then

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## History of OGC Legal Opinions

- OGC began issuing opinions in 1990 and continues to do so today
- In 1993, NIGC issued bulletin inviting tribes and their contractors to submit gaming-related agreements to NIGC
  - NIGC would review agreements to determine whether they require NIGC's approval because it allows management activity

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### KEY POINTS:

[The evolution of Indian gaming]

- Indian gaming, under IGRA, has evolved dramatically since 1988
- During the early years, many tribes had difficulty getting a loan from a traditional lending institution, such as a bank or savings & loan
- Today, loans to tribes from traditional lending institutions for gaming-related purposes are commonplace
  - The loans often involve significant amounts of capital
  - The loans are typically used to develop, build and expand tribal gaming facilities
- Today, nearly all of OGC's legal opinions are declination letters for loan agreements between tribes and a 3<sup>rd</sup> party, usually a bank

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Role of OGC, General Counsel & OGC Attorneys

- OGC receives all requests for legal opinions
  - Can be e-mailed to [legal\\_opinions@nigc.gov](mailto:legal_opinions@nigc.gov)
- OGC may initiate legal opinion without outside request



11

### KEY POINTS:

- OGC provides legal advice to the NIGC Commission and to NIGC staff
  - Including NIGC regional office staff, who work in the seven NIGC regional offices which are located throughout Indian country
- OGC works closely with NIGC auditors and compliance officers
- OGC collaborates with other federal agencies, particularly the Department of Interior and the Department of Justice
- OGC also works closely with tribal attorneys, officials, regulators and non-tribal 3<sup>rd</sup> parties, such as banks and other lenders
  - To facilitate and ensure compliance with IGRA and the NIGC regulations
- Once a request for an opinion is received, it is assigned to an OGC attorney
- The OGC attorney will communicate with the requester at the outset and throughout the process
- The OGC attorney drafts the legal opinion
- OGC's General Counsel & Assoc. General Counsel review and edit the legal opinion drafts
  - There are usually many drafts written and reviewed by many people until the opinion is in its final form
- OGC's General Counsel signs the final version before it is issued
- OGC-initiated legal opinions are rare.
  - May happen if the NIGC needs a legal analysis done for a fact situation concerning one of the three legal topics

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## General Information

- OGC legal opinions are issued as a “legal opinion letter”
- Address specific legal issues & facts presented by tribe or 3<sup>rd</sup> party or both
- Final opinions are not limited to factual information submitted by a requester with the initial request

12

### KEY POINTS:

- They are addressed to person requesting legal opinion
- They are signed by OGC General Counsel
- Contain legal opinion and analysis of law and facts upon which opinion is based
- Additional legal issues may be identified and addressed by OGC
- OGC may request additional records, documents or other factual information from the requester
- OGC may work with BIA regional offices to obtain relevant BIA records
- OGC may conduct independent research for additional records and other factual information

### My Notes

# OGC-103 Legal Opinions Course Participant Guide

**NIGC's General Counsel is required by IGRA to issue legal opinions.**

A. True

B. False

**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: NIGC's General Counsel is required by IGRA to issue legal opinions.  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/LXLMK58sqSowOUa](https://www.polleverywhere.com/multiple_choice_polls/LXLMK58sqSowOUa)

## My Notes

# OGC-103 Legal Opinions Course Participant Guide



## What OGC Legal Opinions Are & Are Not

- Legal *opinions*, not legal *decisions*
- Not “final agency action”
- Voluntary process, not mandatory
- Not negotiation between OGC & tribe or 3<sup>rd</sup> party

14

### KEY POINTS:

- OGC legal opinions are advisory only, and are not binding
- They are legal opinions signed by the NIGC’s General Counsel -- not final agency actions under the Administrative Procedures Act (APA)
  - This means the NIGC can’t be sued under the APA for a decision that is arbitrary, capricious or contrary to law
- OGC legal opinions are not final decisions by the NIGC Chair or full Commission
  - This means an opinion can’t be challenged using the NIGC’s internal grievance process
  - This means an opinion can’t be appealed to federal district court
- And if initiated internally by the NIGC, the opinions are legal advice that the OGC attorneys are providing to the Chair or to another division of the NIGC
- They are issued as a courtesy to tribes and 3<sup>rd</sup> parties
  - It is one of the services provided by the NIGC to the regulated community
  - It is free of charge
- They are not required by IGRA or the NIGC regulations
- They are not required by the NIGC
- OGC is simply providing a legal opinion
- OGC is simply applying the law to the facts

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Three Types of Legal Opinions

- **Declination letter**
  - Typically involves review of gaming-related agreements and other related documents
- **Game classification opinion**
  - Typically involves review of a game that is being, or may be, offered for play by a tribe
- **Indian lands opinions**
  - Typically involves review of a specific parcel of tribal land



15

KEY POINTS:

My Notes



## Reasons to Request an Opinion

- Helps tribes and 3<sup>rd</sup> parties identify and correct compliance problems *before*
  - Financial agreements are finalized
  - Gaming machines are purchased or leased
  - Gaming is conducted on certain Indian lands
- Ensures compliance with IGRA and avoid NIGC enforcement action



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### KEY POINTS:

- OGC may identify potential or existing compliance issues
- If problems are identified by OGC, requester will be able to:
  - Be proactive in addressing problems and fixing them
  - Change draft documents before they are executed
  - Refrain from gaming on lands that aren't "Indian lands"
  - Refrain from offering games that don't qualify as Class II or III games
- Gives tribes and 3<sup>rd</sup> parties an opportunity to get a legal analysis from OGC attorneys
  - They are experts on the application of IGRA & the NIGC regulations and Indian gaming issues
- Before actions are taken
- Before substantial amounts of time, money and effort are expended

### My Notes



## Reasons to Request an Opinion

- Provides clarity about issues that may be legally & factually complicated or are issues of first impression

### KEY POINTS:



17

### KEY POINTS:

Issues of first impression are ones that present an application of law to unique facts never before analyzed under IGRA

### My Notes



## Content of Request & Attachments

- Is usually for opinion on a topic that falls within one of three categories
- Should clearly state legal opinion sought and legal issues you want addressed
- Must identify who is making request

18

### KEY POINTS:

- The categories are: declination letter, Indian lands opinion or game classification opinion
- Request should include all legal theories and analysis, if possible
- Request should include cites to laws, regulations and case law you think applies
- If not a tribal leader, then requester should identify his or her relationship to tribe
- A request should also include:
  - All documents, records, reports and other information you want considered
  - All materials that provide factual support for a favorable opinion
  - All “relevant” documents
    - Declination letters = drafts of financial documents
    - Indian lands opinions = maps, BIA records, deeds
    - Game classification opinions = technical reports

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## After Issuance

Once issued, letter is sent to requester



Once issued, all letters are posted on NIGC website with required redactions

After FOIA exemptions & Privacy Act provisions are applied



19

KEY POINTS:

My Notes



## Declination Letters

20

KEY POINTS:

My Notes

# OGC-103 Legal Opinions Course Participant Guide



## IGRA Guidance on Declination Letters

- IGRA allows a tribe to enter into a contract with a 3<sup>rd</sup> party for the **management and operation** of its gaming facilities  
***But only if contract is first approved by the NIGC Chair***
- IGRA also requires a tribe to maintain the **sole proprietary interest** in, and responsibility for, its gaming operation

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### KEY POINTS:

- OGC is frequently asked to review drafts of agreements or contracts between tribes and 3<sup>rd</sup> parties to ensure:
  - They are not management contracts that require approval by the NIGC Chair, *and*
  - They do not violate IGRA's requirement that a tribe have the sole proprietary interest in, and responsibility for, its gaming operation
- OGC will issue a declination letter if satisfied that an agreement:
  - Does not give a 3<sup>rd</sup> party management responsibility over any part of the gaming operation *and*
  - Does not violate the sole proprietary interest requirement
- Either or both legal opinions will be rendered in the letter, depending on the specific request
  - Almost all requesters seek both legal opinions
  - Both are important to ensure full compliance with IGRA
  - The legal analysis and relevant facts for both issues overlap and are intertwined
- It's important to note, if there is no approved management contract in place, then 3<sup>rd</sup> party cannot manage all or any part of the gaming operation
- If an agreement authorizes management activity by a 3<sup>rd</sup> party, and gives a proprietary interest in a tribe's gaming operation to a 3<sup>rd</sup> party, then:
  - The agreement is void, if not approved by the NIGC Chair
  - The agreement will also violate a tribe's gaming ordinance and could be the basis for an NIGC enforcement action

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Reasons to Request a Declination Letter

To reassure lenders, consultants, builders, vendors and other 3<sup>rd</sup> party contractors that drafts of gaming-related agreements, submitted before they are executed, do not violate IGRA

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### KEY POINTS:

- To take advantage of OGC's expertise in reviewing and analyzing financial and other agreements for compliance with IGRA
- To get a legal opinion that agreements comport with IGRA and do not require the NIGC Chair's approval
- To help tribes assess whether, under the agreements, they retain the sole proprietary interest in their gaming operation
- They may be investing substantial amounts of time and money
- *Before* critical agreements are executed
  - Identify and address any problematic provisions

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## History of Declination Letters

- Bulletin No. 1993-3, Submission of Gaming-Related Contracts and Agreements for Review
- Since 1993, hundreds of tribes have taken the NIGC up on its invitation to review documents
- Today, the bulk of submissions from tribes and 3rd parties are no longer consulting, development and employment agreements

**They are financing documents**

1993

23

### KEY POINTS:

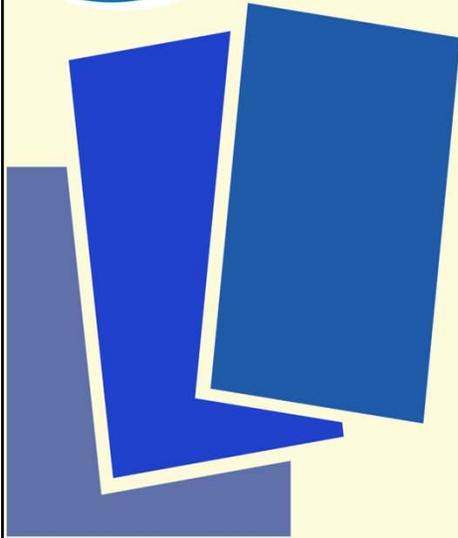
- The Bulletin was issued in response to NIGC's receipt of "several requests for guidance on whether particular gaming related agreements require the approval of the NIGC . . ."
- With its 1993 Bulletin, the NIGC invited tribes and their contractors to submit gaming-related agreements to the NIGC for review -- if they were uncertain about whether certain agreements required NIGC approval
- Consulting agreements, leases or sales of gaming equipment were the examples given in the 1993 Bulletin of appropriate submissions
- The NIGC promised to review each submission and determine whether the agreement required approval of the NIGC
  - If NIGC approval was found to be required, the NIGC promised to notify the tribe to formally submit the agreement for approval
- Through this process, the NIGC hoped to "provide timely and uniform advice to tribes and their contractors"
- Since 2010, more than 500 declination letters have been signed and issued by OGC
- Since 2010, the bulk of documents received for review are financing agreements
- Since IGRA's passage in 1988, the financing of Indian gaming has evolved dramatically
  - For two decades, tribes interested in gaming were unable to get a loan from a traditional lending institution, like a bank
  - Today, a variety of gaming-related loans are readily available to tribes from national and local traditional lending institutions
  - This shift in the availability of financing to tribes is reflected in the kinds of gaming-related contracts and agreements that tribes and 3<sup>rd</sup> parties now submit to the NIGC for review and guidance
  - Since 2010, nearly all contracts and agreements submitted to the NIGC by tribes or lenders for review are loan agreements between a tribe or a tribal gaming operation and a bank or other lending institution

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Initial Request & Document Submissions



- Identify, with specificity, legal opinions sought
- Include drafts of documents, *not* executed documents
- Typical submissions include drafts of:
  - Loan agreements and related documents

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### KEY POINTS:

- Initial request should:
  - Include all relevant documents in draft form
  - List and identify, in the body of the cover letter, all relevant draft documents that have been submitted
  - Identify and submit all exhibits, schedules and any other documents that are incorporated by reference in any of the documents
  - Briefly summarize the nature and purpose of documents
  - Identify all parties to any agreements
  - If declination letter is needed by set date, include in request
- Requester should be identified by his or her full title and place of employment
  - And his or her relationship to a tribe, i.e. the tribe's lawyer, lender, lender's lawyer, etc.
- OGC will not give an opinion on executed documents
  - We submit executed documents to Compliance and work with them to determine whether there is a violation of IGRA or our regulations
- The "related documents" submitted with a loan agreement typically include:
  - Credit Agreements
  - Security Agreements
  - Deposit Account Control Agreements
  - Promissory Notes *and*
  - Fee Letters
- Less frequent submissions include drafts of:
  - Development Agreements
  - Employment Agreements
  - Leases or Sub-leases
  - Other agreements or contracts

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## OGC Review Process

- All documents submitted in connection with request will be reviewed by OGC
- Assigned attorney will communicate with requester, tribe and 3<sup>rd</sup> parties



### KEY POINTS:

- Whether submitted with initial request or submitted later
- Review will include any changes made to draft documents by requester before review is concluded
- To address problematic provisions
- To review revisions
- To request missing documents
- To answer any questions

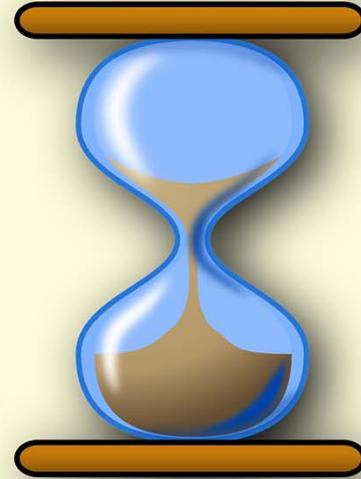
### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Time Considerations

- Assigned OGC attorney will ask requester if there are any time considerations we should be aware of
- Any missing documents will cause delay while OGC attorney waits to receive them
- Other factors will impact the time needed for OGC to complete its review



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### KEY POINTS:

- Any looming deadlines must be communicated to OGC as soon as possible
- OGC will try to accommodate a deadline request as best as possible, but reviews typically take 4-6 weeks under the best of circumstances, so plan accordingly
- Typical missing documents are ones that:
  - Are central to the agreements
  - Are referenced in the agreements
  - The requester wants encompassed within the scope of the legal opinion, but hasn't submitted yet
- Factors impacting OGC's ability to meet a requester's proposed deadline, include:
  - The number and complexity of changes recommended by OGC
  - The number of parties, including the tribe, who must agree to the changes
  - Whether the tribe and 3<sup>rd</sup> parties accept OGC's recommendations or challenge them
- During OGC's review process, providing red-lined versions of the original documents that show any subsequent changes made during the review process, is extremely helpful and a big time-saver

### My Notes

# OGC-103 Legal Opinions Course Participant Guide

**GRA defines "management".**

True

False

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Poll Title: IGRA defines "management".  
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## My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Legal Analysis

- What is definition of “management activity”?
  - Neither IGRA nor NIGC regulations define “management”
- NIGC Bulletin No. 94-5 describes indicia of management
- NIGC regulations define “primary management official”

PLANNING

DIRECTING

ORGANIZING

COORDINATING

CONTROLLING

28

### KEY POINTS:

The legal analysis begins with IGRA

- Whether provisions in loan agreements and related documents, individually or collectively
  - Allow or require any management activity by 3<sup>rd</sup> party *or*
  - Violate IGRA’s sole proprietary interest requirement
- If the agreement requires, or allows, performance of any management activity of all or part of a tribe’s gaming operation, then the agreement is a management contract within meaning of 25 USC § 2711
  - And requires the NIGC Chair’s approval
- Courts have held that, to be a management contract, document must “grant to a party other than the tribe some authority with regard to a gaming operation”

May rely on its ordinary meaning

- The definition of “manage” is:
  - To exercise executive, administrative and supervisory direction of
  - To direct or carry on business or affairs
- The definition of “management” is:
  - The act of managing
  - The conducting or supervising of something (a business) *or*
  - The collective body of those who manage or direct an enterprise
- Activities such as planning, organizing, directing, coordinating and controlling
- Any person “who has authority . . . to set up a working policy for a gaming operation”
  - 25 CFR § 502.19

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Results of Legal Analysis

If, during legal analysis, OGC finds provisions that allow or require 3<sup>rd</sup> party management activity or give 3<sup>rd</sup> party a proprietary interest in a tribe's gaming operations, then:

- OGC will share specific concerns with requester and answer any questions
- OGC will ask requester to change or eliminate all problematic provisions



### KEY POINTS:

- If no changes are recommended, a declination letter will be issued
- If changes are recommended, and made, a declination letter will be issued
- If changes are recommended, but not made, no declination letter will be issued
- If no declination letter is issued, the tribe may, alternatively, choose to undergo the NIGC's management contract review process
- If no declination letter is issued, but the documents are executed without a declination letter, then
  - The parties run the risk of operating under agreements that may be found to be void under IGRA
  - The parties run the risk of an NIGC enforcement action and the resulting penalties
- The parties may be conducting gaming in violation of IGRA, the NIGC regulations and/or the tribe's gaming ordinance

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Content of OGC Declination Letter

- Each document reviewed will be listed
- Legal issues addressed by OGC will be spelled out
- Legal opinion will be provided for each issue considered
- Limitations of legal opinions included at end of letter
- Will include notice that letter will be posted on NIGC's website

30

### KEY POINTS:

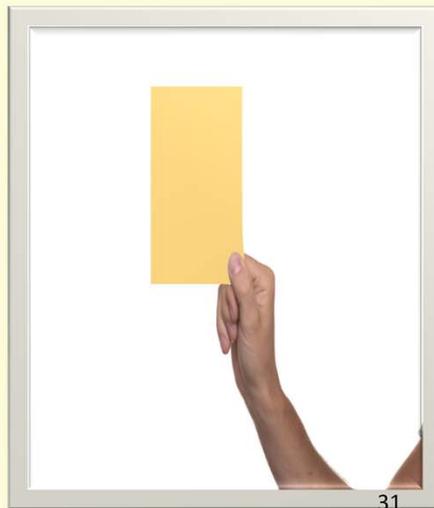
- Opinion applies only to existing documents
  - Not to future documents incorporating extensions, modifications, supplements or other changes to the documents
- Opinion does not apply to any missing documents
- If documents change in any material way, opinion won't apply to changes
- Declination letter will be posted only *after* NIGC's FOIA Officer:
  - Informs requester of opportunity to request that certain information be redacted or withheld under FOIA's exemptions;
  - Reviews and considers any requests received from requester; *and*
  - Redacts or withholds text if justified under FOIA and/or the Privacy Act
- Letter will be redacted in accordance with FOIA and the Privacy Act before it is posted
- NIGC frowns upon requesters asking that an entire letter be withheld
  - To withhold entire letter would be contrary to NIGC's policy of transparency and FOIA's presumption of openness
  - Also, one of the purposes of all OGC opinions is to better inform the industry generally, which does not happen if opinions are withheld

### My Notes



## Withdrawing Request

- Before opinion is issued
- If circumstances change and requester no longer needs opinion



### KEY POINTS:

- If adverse judicial decision is issued that impacts or moots need for legal analysis
- If tribe abandons gaming project before completion

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Common Problems

- Provisions that authorize 3<sup>rd</sup> party to:
  - Engage in a management activity
  - Exercise control over a management activity
- Provisions that give 3<sup>rd</sup> party:
  - Decision-making power and authority for all or part of any management activity



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### KEY POINTS:

- Engage in management by participating in tribe's governmental processes
  - Right to veto any amendments to tribe's gaming ordinance
  - Right to veto any new laws or regulations enacted by tribe
  - Right to review and object to tribe's licensing decisions
- Exercise control over some or all of the gaming revenues *before* an event of default

In addition,

- Provisions that take away some, or all, of a tribe's decision-making power and authority over a management activity
  - Can't require lender's consent or approval for decision
  - Can't give lender veto power over decision made by tribe
- Provisions that allow a court to appoint a receiver as a remedy for default on a loan by a tribe
  - This is management
  - Receiver will have authority to make significant financial decisions related to gaming facility and gaming revenues
    - The collection and depositing of revenues
    - The payment of liabilities
  - A federal court in *Wells Fargo v. Lake of Torches* found that the appointment of a receiver to carry out the terms of a bond indenture, i.e. the deposit of revenues and payment of liabilities, where tribe's debt is secured by gross gaming revenues, is management

Also,

- Fees, interest and other costs that are unreasonably high when considered together
- Compensation to 3<sup>rd</sup> party that can't be justified by the benefits to tribe and/or the services rendered to tribe by 3<sup>rd</sup> party
- The good news is provisions that may make management a possibility, but do not directly permit management, can be easily cured with language that prohibits a creditor from engaging in management activities
  - 2009 *Muscogee Creek* language
  - Other limiting language approved by NIGC

### My Notes

# OGC-103 Legal Opinions Course Participant Guide

**What are the two primary areas of concern for OGC when performing a declination letter review?**

- Management and sole proprietary interest
- Number of games and location of casino
- Minimum internal controls and tribal internal controls

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## My Notes

# OGC-103 Legal Opinions Course Participant Guide

Which NIGC Bulletin provides guidance on "management"?

- Bulletin 88-1
- Bulletin 94-5
- Bulletin 99-5

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Poll Title: Which NIGC Bulletin provides guidance on "management"?  
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## My Notes



## Indian Land Opinions

35

KEY POINTS:

My Notes



## Indian Lands Opinions

- It's a legal opinion, in letter form
- Addresses whether a particular parcel of land qualifies as Indian lands eligible for gaming under IGRA



36

KEY POINTS:

My Notes

# OGC-103 Legal Opinions Course Participant Guide



## History of Indian Lands Opinions

- First Indian lands opinion was issued in 1993 with approximately 75 opinions issued since
- Most issued by OGC and initiated at the request of a tribe
- Currently, there are 497 gaming operations that are located on “Indian lands” eligible for gaming under IGRA

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### KEY POINTS:

- However, some are issued by Interior’s Solicitor’s Office, not OGC
  - When a tribe submits a trust application for a land parcel to DOI and expresses an intention to game on the land
  - Many of the early Indian lands opinions were issued by Solicitor’s Office
- The location of the land, and the legal status of the land, have been documented by the NIGC for each tribal gaming operation
  - With the assistance of tribes and BIA regional offices
- Most tribal gaming operations have been in place for many years on the same “Indian lands”

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Reasons to Request an Indian Lands Opinion

**Achieve certainty about land's legal status before financing, building, opening and operating a gaming facility**



**Obtain legal justification from NIGC for gaming being conducted by a tribe on its land under IGRA**

**Favorable opinion can be used by tribe**



38

### KEY POINTS:

- Whether land is eligible for gaming under IGRA is one of the prerequisites to conducting Indian gaming
  - It is a critical preliminary determination for a tribe that intends to conduct gaming on certain lands
  - To get some clarity about the NIGC's position on the land before investing money and resources on a new facility
  - To use defensively to counter legal challenges and threats from outside entities

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Content of Initial Request & Attachments

- **Should provide basic description of land**
  - **Location**
  - **Location in relation to tribe's reservation**
- **Should include history of land at issue**
  - **And tribe's homelands generally**
- **Should include theory of why land qualifies as "Indian lands" under IGRA**

39

### KEY POINTS:

- Like all legal opinion requests, it must be in writing
- Should describe requester's relationship to tribe
  - Particularly if requester is not a tribal leader
- Should include the following materials:
  - Grant deed for the land
  - Legal description of the land
    - From BIA and/or county records
    - Land survey records
  - Maps of the land
  - Relevant BIA records, including:
    - Notices of Decision (for taking land into trust)
    - Preliminary Title Reports
    - Maps, including US Geological Survey maps
  - Relevant Federal Register Notices
    - Initial Reservation Proclamation, Federal Recognition, etc.

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Time Considerations



- No statutory time limits
- Even if substantial materials are submitted with initial request, more information is almost always required
- Multiple reviews and edits of opinion drafts take time

40

### KEY POINTS:

- OGC often needs additional records, documents, maps or other information for its legal analysis
  - Obtaining the missing materials can cause delay
  - Some records, documents and maps are hard to locate
    - Particularly historical ones
- Many attorneys are involved in reviewing and editing a draft legal opinion
- All drafts are reviewed and edited by at least one OGC supervisor and the General Counsel
- OGC also seeks concurrence from the Dept. of Interior Solicitor's office to ensure that both agencies with some jurisdiction over the land agree on its status
- Final version of Indian lands opinion will have been reviewed and edited multiple times

### My Notes

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## Legal Analysis – IGRA’s Basic Requirements

Two basic requirements must always be satisfied for land to be eligible for gaming under IGRA:

Land must meet IGRA’s definitions of “Indian lands”

AND

Tribe must have jurisdiction over the land

41

### KEY POINTS:

These two basic requirements apply to all Indian lands determinations

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Legal Analysis – IGRA’s Basic Requirements

- An additional requirement applies only to a tribe’s trust land or restricted fee land located outside of its reservation boundaries
  - A tribe must exercise governmental power over the land

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### KEY POINTS:

- 3rd requirement applies to *all* trust or restricted fee land not within a reservation
  - Not just trust land acquired after 1988
- Analysis is done on case-by-case basis
  - No set formula for satisfying this requirement

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Legal Analysis – IGRA Applied to Tribe's Land

- Special requirements apply to trust land acquired by Secretary of Interior for tribe after 1988
  - General rule is that gaming cannot occur on post-1988 trust land
    - Unless one of the exceptions in 25 USC 2719 is met
  - There are 9 exceptions
    - 7 exceptions apply to all trust lands
    - 2 exceptions apply only to trust lands in OK

43

### KEY POINTS:

- Exceptions to general rule that gaming *cannot* occur on post-1988 trust land are:
  - If trust land is within a tribe's reservation boundaries
    - As they existed in 1988
  - If trust land is contiguous to the boundaries of a tribe's reservation
    - As they existed in 1988
  - If land is within tribe's last reservation
    - In state where the tribe is currently located
  - Two-part determination by Secretary of Interior and Governor
  - Settlement of a land claim
  - Initial reservation of newly recognized tribe
  - Restoration of lands for restored tribe
- Special Oklahoma exceptions to general rule
  - If tribe had no reservation in 1988, its trust land is located in OK, and the trust land is:
    - Within the boundaries of the tribe's former reservation
      - As defined by the Sec'y of Interior
    - Contiguous to other land held in trust or restricted status by the U.S. for the tribe in OK

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Legal Analysis – IGRA’s Basic Requirements

- First, location & status of land at issue is determined
- If land is within reservation’s boundaries, it is “Indian lands” under IGRA
- If not, a more in-depth analysis is required to determine whether land is “Indian lands” under IGRA and the tribe has jurisdiction over the land

44

### KEY POINTS:

- The location and status of a tribe’s land signal which sections of IGRA & the NIGC regulations apply. Possibilities are:
  - On current reservation
  - Not on current reservation
  - In trust for tribe
  - In trust for tribal member
  - Restricted fee for tribe
  - Restricted fee for tribal member
  - Tribal fee land
  - Individual fee land
- Land within a tribe’s reservation’s boundaries is “Indian lands” even if the land is non-tribally owned fee land
  - Jurisdiction is presumed
  - The legal analysis is simple and straightforward
- But reservation land is only one type of “Indian lands” as defined in IGRA
  - IGRA also permits gaming by a tribe on its trust and restricted land regardless of whether it is on or off reservation, but imposes the additional requirement that the tribe must exercise governmental power over the land

### My Notes

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## Content of Opinion Letter

- Legal description of land
- History of land and tribe relevant to legal analysis
- List of all documents submitted by requester and considered by OGC
- Detailed legal analysis
- Legal opinion

45

### KEY POINTS:

- History of a tribe and its land
- Treaties, if any
- Relocations from original homelands, if any
- Factual support for legal opinion
- Application of relevant sections of IGRA, the NIGC regulations, a tribe's gaming ordinance, the BIA regulations, a tribe's constitution and other laws
- Application of relevant case law and judicial decisions
- Cites to previous OGC Indian lands legal opinions, DOI Sol's Office legal opinions and Interior (IBIA) appellate decisions
- Includes specific sections of IGRA and other laws/regulations that were applied
- Identifies and explains the legal theory justifying the opinion
- Tribal records, historical documents and maps
- BIA records, reports, maps and other materials
- Information from other sources

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Common Issues

- Most issues concern post-1988 trust land
  - “Restored lands” for a “restored tribe” exception
  - Land taken into trust as settlement of a land claim
  - Whether trust land is within a tribe’s reservation boundaries
    - As they existed in 1988

46

### KEY POINTS:

- Must meet one of the exceptions in 25 USC § 2719 to qualify for gaming under IGRA which can be challenging.
- There are numerous previously issued OGC legal opinions that analyze whether post-1988 trust land qualifies for one of the exceptions to the general rule that gaming is prohibited on post-1988 trust land
  - These opinions can be found on the NIGC website
  - Each opinion is identified by the legal theory applied
    - For post-1988 trust land, this includes whichever exception was applied

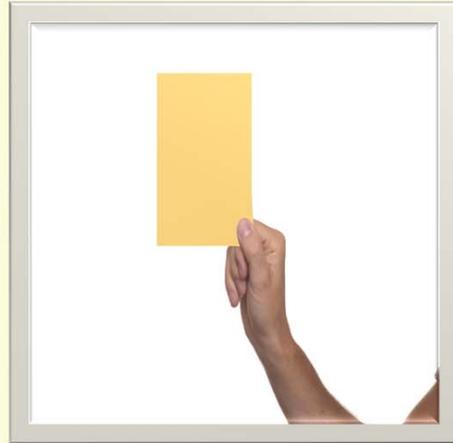
### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Withdrawing an Opinion

Most requests for Indian lands opinions can be withdrawn



47

### KEY POINTS:

Can usually be withdrawn at request of tribe that requested the opinion

### My Notes

# OGC-103 Legal Opinions Course Participant Guide

**What information should you submit if you are requesting an Indian lands opinion?**

- The legal description of the land
- The tribe's ties to the land
- Theory why your tribe thinks the land is Indian lands
- All of the above

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## My Notes



## Game Classification Opinions

49

KEY POINTS:

My Notes

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## Definition



A legal advisory opinion issued by NIGC's General Counsel as to whether a game is Class II or Class III

50

### KEY POINTS:

- Focus is usually on proposed gaming machines, devices or activities
- Provides guidance to tribes, game developers and game manufacturers about whether a particular game is Class I, II or III and can be legally played under IGRA
  - Can help determine whether Tribal-state compact is needed
- On the tribal side, usually requested by tribal officials, tribal attorneys, tribal gaming commissions, gaming corporations or gaming operations
- On the non-tribal side, usually requested by game developers, game manufacturers or their attorneys

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## History of Game Classification Opinions

- First game classification opinion was issued by NIGC's General Counsel in 1992
- NIGC's General Counsel has signed a majority of these opinions

**1992**

JANUARY							FEBRUARY							MARCH							APRIL						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		
10	11	12	13	14	15	16	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
17	18	19	20	21	22	23	20	21	22	23	24	25	26	27	28	29	30	31	3	4	5	6	7	8	9		
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31																			17	18	19	20	21	22	23		
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MAY							JUNE							JULY							AUGUST						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	8	9	10	11	12	13	1	2	3	4	5	6	1	2	3	4	5	6	7		
8	9	10	11	12	13	14	15	16	17	18	19	20	8	9	10	11	12	13	8	9	10	11	12	13	14		
15	16	17	18	19	20	21	22	23	24	25	26	27	15	16	17	18	19	20	15	16	17	18	19	20	21		
22	23	24	25	26	27	28	29	30	31				22	23	24	25	26	27	22	23	24	25	26	27	28		
29	30	31											29	30	31				29	30	31						
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6	7		
11	12	13	14	15	16	17	8	9	10	11	12	13	8	9	10	11	12	13	8	9	10	11	12	13	14		
18	19	20	21	22	23	24	15	16	17	18	19	20	15	16	17	18	19	20	15	16	17	18	19	20	21		
25	26	27	28	29	30	31	22	23	24	25	26	27	22	23	24	25	26	27	22	23	24	25	26	27	28		

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### KEY POINTS:

- Since 1992, more than 100 game opinions have been issued
- Analyzing everything from pull-tabs to electronic bingo machines to card games to progressively linked games

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Relevant IGRA Section

- IGRA created three classes of gaming
- They are described in 25 USC § 2703

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### KEY POINTS:

- IGRA divides the world of Indian gaming into three classes of gaming.
  - Class I gaming encompasses *social games* – for small value prizes or in connection with tribal ceremonies or celebrations
  - Class II includes the following games: (a) bingo (paper or electronic); (b) pull tabs when played in the same location as bingo, and (c) non-banked card games authorized or not explicitly prohibited by the state
  - All other games are Class III. Class III games include, but are not limited to the following: baccarat, *chemin de fer*, blackjack, slot machines
- IGRA permits electronic or electromechanical facsimiles of any game of chance as a Class III game
- Implemented by NIGC regulations at 25 CFR §§ 502.2-502.4
- IGRA gaming can be conducted by tribes under IGRA
  - If the gaming is located within a state that permits such gaming for any purpose by any person
  - For class III gaming, if there is a valid Tribal-state compact in place

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## In General

### **Game classification opinions:**

- Assist in classifying games that may arise as new games are developed and technology advances
- Are used by the NIGC to delineate between Class II and III games
- Bring clarity to the Indian gaming industry

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KEY POINTS:

My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Reasons to Request a Game Classification Opinion

- To be proactive
- BUT, if game is already being played, or machine is already on floor, then to ensure compliance with IGRA

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### KEY POINTS:

- A tribe may want to request a GO:
  - To obtain OGC opinion *before* placing game on casino floor
  - *Before* contracting with vendor for leasing or purchasing gaming machines
- A game developer or manufacturer may want one
  - To obtain OGC opinion *before* marketing, selling or leasing game to tribe

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Content of Request & Attachments

- Be specific as to legal opinion sought
- Include all relevant records, reports and other information with initial request

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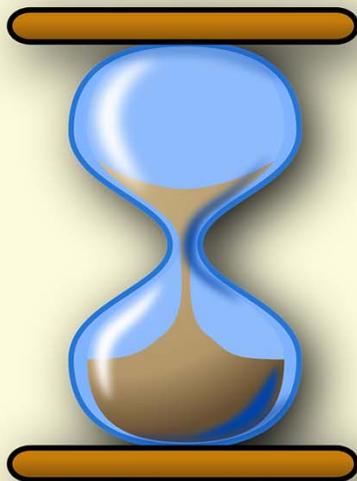
### KEY POINTS:

- Identify and describe particular gaming machine, device or activity at issue
- Clearly articulate question or questions you want answered
- Specifics about game design
- Specifics about how game is played
- Results of any scientific testing
- Results of any additional testing done after initial request for legal opinion
- Copies of any expert opinions, and accompanying reports, obtained from independent laboratories for game
- Additional records, reports and other information requested by OGC for legal analysis

### My Notes



## Time Considerations



- No statutory time limits
- The more complete the submission, the faster the OGC response

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### KEY POINTS:

- Timeliness of OGC's response depends on whether all materials necessary for a complete review and analysis by OGC attorney have been submitted to NIGC
- Very often, technical specifications, test results and other information are missing from initial request

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Content of OGC Opinion Letter

- Provides opinion as to whether a game is Class II or III or doesn't fall within either definition
- Describes, in detail, characteristics of the game that was submitted for review

### Includes discussion of:

- Relevant parts of IGRA & NIGC regulations
- Legal analysis done
- Resulting legal opinion
- Factual basis supporting legal opinion

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### KEY POINTS:

- Helps avoid future misunderstandings or miscommunication about particular game at issue
- Legal analysis may reference prior OGC game opinions, federal judicial decisions and other court cases to support its ultimate legal opinion
- If necessary, discusses IGRA's technologic aid provisions, Class III facsimiles and the Johnson Act

### My Notes



## Common Issues

When key elements of definition of either  
Class II or III gaming are not met



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### KEY POINTS:

- For example, established characteristics of bingo are missing
- Examples of when part of a gaming activity is off of Indian lands
  - Server is on reservation, but wager is made off-reservation
  - Wager is made on reservation, but ball drop occurs off-reservation

### My Notes

# OGC-103 Legal Opinions Course Participant Guide

**If you are unsure about a game or technology, when is the best time to seek a game classification opinion?**

Never, just wing it  
After the game is installed  
Before the game is installed

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Poll Title: If you are unsure about a game or technology, when is the best time to seek a game classification opinion?  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/UhtokOUI9BBxlih](https://www.polleverywhere.com/multiple_choice_polls/UhtokOUI9BBxlih)

## My Notes

# OGC-103 Legal Opinions Course Participant Guide

House-banked card games are in which class of gaming under IGRA?

- Class I
- Class II
- Class III
- Class IV

**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: House-banked card games are in which class of gaming under IGRA?  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/SHqQboE7TPnUrGM](https://www.polleverywhere.com/multiple_choice_polls/SHqQboE7TPnUrGM)

## My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Summary

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KEY POINTS:

My Notes



## Conclusion

The long-term impact of NIGC legal opinions is:

- Greater clarity for tribes
- Greater clarity for 3rd parties and
- Greater clarity for the Indian gaming industry

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### KEY POINTS:

- Today tribes routinely enter into loan agreements -- with banks and other traditional lending institutions -- that *don't* constitute management contracts requiring approval by the NIGC Chair
  - Tribes accomplish this by routinely submitting draft agreements to the NIGC for review *before* they are executed
  - The feedback received from OGC enables tribes to proactively change or eliminate provisions that allow management activity and give unreasonable compensation to 3<sup>rd</sup> parties
- Today, there is a clearer understanding of the requirement that a tribe retain the sole proprietary interest in, and responsibility for, its gaming operation
  - No joint ventures, no shared ownership, no payment of gaming revenues for nothing in return or for something of disproportionate value
  - No managing by 3<sup>rd</sup> party of *any* part of the gaming operation without an approved management contract in place
- Today, there is a clearer understanding and delineation of the differences between Class II and III gaming activity, machines and devices
  - This is especially true for electronic bingo machines, pull-tabs and table games

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## How to Request an Opinion

Requests for legal advisory opinions must be made in writing and either:

- E-mailed to OGC at [legal\\_opinions@nigc.gov](mailto:legal_opinions@nigc.gov) or
- Mailed to OGC at:  
National Indian Gaming  
Commission 1849 C Street, NW  
Mail Stop #1621  
Washington, DC 20240

See NIGC's website home page for "How to Request a Legal Opinion"

<https://www.nigc.gov/images/uploads/game-opinions/SubmittingRequestforLegalOpinionDec112013.pdf>

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### KEY POINTS:

Requests for legal advisory opinions must be made in writing and either:

- E-mailed to OGC at [legal\\_opinions@nigc.gov](mailto:legal_opinions@nigc.gov) or
- Mailed to OGC

### My Notes

# OGC-103 Legal Opinions Course Participant Guide



## How to Access Previously Issued OGC Legal Opinions

Many of OGC's previously issued legal opinions can be accessed from the NIGC website

- **Declination letters:** <http://www.nigc.gov/general-counsel/management-review-letters>
- **Game classification opinions:** <https://www.nigc.gov/general-counsel/game-classification-opinions>
- **Indian lands opinions :** <https://www.nigc.gov/general-counsel/indian-lands-opinions>

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### KEY POINTS:

- Many of OGC's previously issued legal opinions can be accessed from the NIGC's website
- It is always helpful to review legal opinions that have been previously issued by OGC to see how IGRA has been interpreted and applied to different fact situations
  - OGC frequently cites to its previous legal opinions when issuing a new opinion

### My Notes

# OGC-103 Legal Opinions Course Participant Guide

Generally, the declination letter review process takes:

- Two to four weeks.
- Four to six weeks.
- Eternity.

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Poll Title: Generally, the declination letter review process takes:  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/rx4ZLKkyUMNnx1H](https://www.polleverywhere.com/multiple_choice_polls/rx4ZLKkyUMNnx1H)

## My Notes

# OGC-103 Legal Opinions Course Participant Guide

Three examples of Legal Opinions that the NIGC issues are:



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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: Three examples of Legal Opinions that the NIGC issues are:  
[https://www.polleverywhere.com/free\\_text\\_polls/S39akThYdUEZwAT](https://www.polleverywhere.com/free_text_polls/S39akThYdUEZwAT)

## My Notes

# OGC-103 Legal Opinions Course Participant Guide



## Knowledge Review

- Legibly write your name and email address
- Do your best
- We will go over the answers at the end
- Be on the lookout for the survey email 90 days from today

QUESTIONS	
1-	<input checked="" type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D
2-	<input type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input checked="" type="radio"/> D
3-	<input type="radio"/> A <input checked="" type="radio"/> B <input type="radio"/> C <input type="radio"/> D
4-	<input type="radio"/> A <input checked="" type="radio"/> B <input type="radio"/> C <input type="radio"/> D
5-	<input type="radio"/> A <input type="radio"/> B <input checked="" type="radio"/> C <input type="radio"/> D
6-	<input checked="" type="radio"/> A <input type="radio"/> B <input type="radio"/> C <input type="radio"/> D

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### KEY POINTS

Our last task is to complete the knowledge review and 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

# OGC-103 Legal Opinions Course Participant Guide



## Questions

If you have any questions, please feel free to contact the NIGC at:

**(202) 632-7003**

and ask to speak with an attorney



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KEY POINTS:

My Notes



## 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 knowledge review and 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



AUG - 6 2012

Mr. Donald Hohman, President  
WhoopAss Poker, Inc.  
1472 N. San Antonio Ave.  
Upland, CA 91786

Re: WhoopAss Poker Game Classification Decision

Dear Mr. Hohman:

This is in response to your request for our review of the card game, WhoopAss Poker, and to determine its classification under the Indian Gaming Regulatory Act ("IGRA"). Your request asked for decisions on two different versions of the game; one played similarly to a traditional game of poker against other players ("poker version") and the other in which the player "plays against the house" ("table game version").

Pursuant to the IGRA, class II gaming includes non-banking card games if such card games:

(I) are explicitly authorized by the laws of the State, or

(II) are not explicitly prohibited by the laws of the State and are played at any location in the State, but only if such card games are played in conformity with those laws and regulations (if any) of the State regarding hours or periods of operation of such card games or limitations on wages or pot sizes in such card games.

25 U.S.C. § 2703(7)(A)(ii). Your request did not identify any particular state in which the game would be played. Therefore, this decision is not state specific and contains no analysis of state gaming laws. This determination is confined to the question of whether WhoopAss Poker meets the non-banking requirement for class II status.

I have reviewed the game descriptions you submitted with your request and conclude that the poker version of WhoopAss Poker meets the non-banking requirement for Class II and the table game version is Class III.

## Game Play

WhoopAss Poker is a card game played with a standard deck of 52 playing cards. The game can be played two ways, with the ultimate objective under either version of the game to make the best five card poker hand using a combination of cards dealt specifically to one player and community cards available to all players. Although the objective of the two versions is the same, the rules of play are not.

### Poker Version

The poker version of WhoopAss Poker is similar to the game of Texas hold'em. There is no bank, meaning wagers are made against other players rather than a banker (usually the house). Unlike Texas hold'em, though, WhoopAss poker gives players the option to buy an additional card to use as either a hole<sup>1</sup> or community card.<sup>2</sup>

The poker version of the game begins with the player to the left of the dealer making a required bet called the "small blind." This is usually about half the minimum bet for a game. Next, the player to the left of the small blind makes a second required bet called the "big blind." The big blind is typically the same amount as the minimum bet. So, for example, if the minimum bet in a game is five dollars, the small blind will be two dollars and the big blind five dollars. Next, each player is dealt two cards face down. These are called the "hole cards." After the hole cards are dealt each player may call the big blind, raise, call any raise, or fold.

After the first round of betting, the dealer discards a card from the deck and places two cards face up in the middle of the game table. This is called "the flop" and these cards are the first of six community cards that will be dealt throughout the game. The flop is followed by second round of betting, which in turn is followed by another flop.

At this point in the game, the dealer collects the rake and the players are given the option to purchase a "WhoopAss card." Each player will notify the dealer as to whether he or she wants a WhoopAss card by placing the buy amount, usually the amount of the largest bet allowed, in a designated place on the game table. Depending on where the money is placed, the card can be dealt either face up or face down. If the WhoopAss card is dealt face up, it becomes one of the player's community cards. If it is dealt face down, it becomes a hole card.

After all of the players have indicated whether they want a WhoopAss card, the dealer discards another card and deals the WhoopAss cards to the appropriate players. Following the WhoopAss card deal, the third and final flop is dealt. There is no discard

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<sup>1</sup> A "hole card" is a Card dealt to a player face down, hidden to everyone at the table except for the player to which it was dealt.

<sup>2</sup> Community cards are shared cards that can be used by all players in a poker game and give partial information about an opponent's hand

between the deal of the WhoopAss card and the final flop. This concludes the deal, and all players will hold two hole cards and six community cards. Those players that bought a WhoopAss card will also have an extra hole card or community card, depending on their purchase option.

Now that the deal is complete, the final round of betting occurs. After all bets are in, the remaining players turn over their cards. The winning hand is determined by looking at two of each player's hole cards and three of the community cards. The best hand based on regulation poker rankings is the winner.

### Table Version

The table version of WhoopAss poker is similar to the poker version. The objective of the game is the same, but unlike the poker version, the table version is played against a banker rather than other players. It also gives players additional betting options. Ultimately, though, the players are still trying to make the best five card hand using a combination of hole and community cards.

The table for this version of WhoopAss poker also bears describing. Each player has several designated spaces in front of him, including three numbered betting spaces and a *Play* space. Above that are three spaces marked *Ante*, *Straight or Better*, and *Blind*. Finally, there is a space for the WhoopAss card with *down* and *up* designations. In front of the dealer are spaces for the flop and the dealer's hole cards.

The game begins with the player placing his bet in the *Blind* and *Ante* spaces. The player must bet in both spaces to start the game and the bets must be the same. The size of the bet is determined by the player, subject to house limits. At the same time as the player makes the *Blind* and *Ante* bets, he may choose to make a *Straight or Better* bet, which must be the same amount as the ante. The *Straight or Better* bet, as its name suggests, is a wager that regardless of the ultimate outcome of the game, the player will at least be able to make a straight or better hand.

After the player makes the initial bets, the dealer gives each player and himself two cards face down. The player then decides if he wants to bet or check. If betting, the player places his bet in the *First Bet* space on the table. The first bet may be up to four times the ante. Dealer then deals the first flop. The player may then check or bet by placing a wager of up to double the ante in the space marked *Second Bet*. The second flop is dealt next and the player once again may check or bet by placing a wager, which must be the same amount as the ante, in the space marked *Third Bet*.

At this point in the game, the player is given the opportunity to purchase a WhoopAss card by placing the same amount as the initial ante in the appropriate space on the *down* or *up* space on the table. As with the poker version, the player may purchase

the card as a hole or community card. The dealer will also deal himself a WhoopAss card face down. The dealer will decide how the card should be used at the end of the game.<sup>3</sup>

After the WhoopAss card is dealt, the dealer turns the third and final flop. The player may then choose to fold or stay in the game by betting. If the player decides to keep playing, he must place his final bet, which must be the same amount as the ante, in the *Play* space. If the player folds, he loses his ante, blind bet, first, second, and third bet, and the money used to purchase the WhoopAss card. If the player opted to make a *Straight or Better* bet and folds with a straight or better, the player wins the *Straight or Better* wager and is paid upon folding his hand.

After all bets are made, the dealer turns over his two hole cards and his WhoopAss card. He may use the option card as either a community card or hole card. The player then turns over his hole cards. Like the poker version of the game, the winning hand is determined using two of the player's hole cards and three of the community cards.

If the player wins, and no *Straight or Better* bet was made, the dealer will return and match the player's ante, first, second, third, and *Play* bets. The dealer will also return and match the player's *Blind* bet, but only if the player has a flush or better. If the player does not have a flush or better, the blind bet goes to the dealer. If the player elected to purchase a Whoop-ass card and the player wins the hand, the purchase money for the card is returned to the player, but not matched.

If the player loses the hand, the ante, the blind, all bets, and the WhoopAss card purchase money go to the dealer. Finally, regardless of whether the player won or lost the hand, if the player made a *Straight or Better* bet, and the player's hand is a straight or better, the dealer will return and match the wager amount. If the player's hand fails to reach that threshold, the dealer collects the wager.

In the event of a tie, the player loses the *Ante* bet and bets 1, 2, and 3. The player must beat the dealer to win these bets. Regardless of a tie, if the player has made a *Straight or Better* bet, he or she will win or lose the bet according to whether the player makes a straight. For the player to win the *Blind* bet, he or she must have a flush or better. If the player beats the dealer with less than a flush, the blind bet is won by the dealer. The player with a flush or better can not win the *Blind* bet on a tie. He or she must still beat the dealer to be paid on the *Blind* bet.

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<sup>3</sup> The WhoopAss buy card money may also be used as a jackpot for players only. In this version of the game, each player that buys a WhoopAss card is eligible to win the jackpot. After all of the WhoopAss cards have been purchased, the dealer will rake all of the buy card money to the center of the table. The player with the highest hand wins the jackpot. The dealer may not participate in this aspect of the game.

## Analysis

The Indian Gaming Regulatory Act (IGRA), 25 U.S.C. §§ 2701, *et seq.* divides the world of Indian gaming into three classes. Class I gaming, which is not at issue here, encompasses "social games" played "solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of, or in connection with, tribal ceremonies or celebrations." 25 U.S.C. § 2703(6).

IGRA defines Class II gaming to include:

(ii) card games that -

(I) are explicitly authorized by the laws of the State, or

(II) are not explicitly prohibited by the laws of the State and are played at any location in the State, but only if such card games are played in conformity with those laws and regulations (if any) of the State regarding hours or periods of operation of such card games or limitations on wages or pot sizes in such card games.

25 U.S.C. § 2703(7)(A)(i) - (ii); 25 C.F.R. § 502.3. IGRA expressly states that banking card games are not class II gaming. 25 U.S.C. § 2703(7)(B)(i).

Finally, Class III is a catchall category and includes "all forms of gaming that are not Class I gaming or Class II gaming." 25 U.S.C. § 2703(8); 25 C.F.R. § 502.4.

Given these definitions, the classification of both versions of WhoopAss Poker turns on whether the game is banked or non-banked. Banking games, as commonly understood and as defined in NIGC regulations, are games in which the banker (usually the house) competes against all players, collecting from losers and paying winners. *See* 25 C.F.R. § 502.11. Conversely, non-banking card games are games where players play against each other. Poker is a typical example of a non-banking card game.

The poker version of WhoopAss Poker is a non-banked card game. The players play one another rather than a banker or the house. It is therefore not categorically excluded from the definition of Class II gaming. So long as the poker version of WhoopAss Poker is played in a state in which the requirements in 25 U.S.C. § 2703(7)(A)(ii) (I) or (II) are satisfied, it is Class II.<sup>4</sup>

The table version of the game, though, is a different matter. The table version of WhoopAss Poker is a banked card game – the house acts as a banker and takes on all comers and pays all winners. IGRA explicitly excludes banked card games from the

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<sup>4</sup> The request did not identify any particular state in which the game would be played. Therefore, this decision does not analyze state gaming laws against the requirements of 2703(7)(A)(ii).

definition of Class II games. Because it is not a Class II game, and any game that is not Class I or Class II is Class III, the table version of WhoopAss Poker is Class III.

If you should have any further questions, please contact NIGC Senior Attorney Michael Hoenig at (202) 632-7003.

Sincerely,

A handwritten signature in cursive script, appearing to read "T Stevens".

Tracie L. Stevens  
Chairwoman



April 23, 2013

Cynthia Iyall  
Tribal Chairman  
Nisqually Indian Tribe  
4820 She-Nah-Num Drive S.E.  
Olympia, WA 98513

Re: Review of Loan Documents for the Nisqually Indian Tribe

Dear Ms. Iyall:

This letter responds to the request on behalf of the Nisqually Indian Tribe (Tribe) for the National Indian Gaming Commission's Office of General Counsel to review several agreements related to the refinancing of the Tribe's existing debt. The Tribe has asked for an opinion on whether these agreements are management contracts requiring the NIGC Chairwoman's approval under the Indian Gaming Regulatory Act (IGRA). The Tribe also asked for an opinion on whether the agreements violate IGRA's requirement that the Tribe have the sole proprietary interest in its gaming operation.

In my review, I considered the following submissions (collectively, "the Loan Documents"), either executed or drafts represented to be in substantially final form:

- Amended and Restated Business Loan Agreement marked on the top right corner as "SMRH DRAFT 4/10/13" and bottom left as "SMRH:200742079.9" (Loan Agreement);
- Amended and restated security agreement marked on the top right corner as "SMRH Draft 4/10/13" and on the bottom left as "SMRH:200780847.2" (Security Agreement).

The Loan Documents contain terms similar to other agreements the Office of General Counsel has already reviewed and analyzed. See [http://www.nigc.gov/Reading\\_Room/Management\\_Review\\_Letters\\_Declination\\_Letters.aspx](http://www.nigc.gov/Reading_Room/Management_Review_Letters_Declination_Letters.aspx). Applying the same analysis here, it is my opinion that the Loan Documents are not management contracts and do not require the approval of the Chairwoman. It is also my opinion that they do not violate IGRA's sole proprietary interest requirement.

It is my understanding that the Loan Documents are represented to be in substantially final form with respect to terms affecting this opinion. If such terms change in any material way or are inconsistent with assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the Loan Documents listed above. This

Ms. Iyall  
April 23, 2013  
Page 2 of 2

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opinion does not include or extend to any other agreements or documents not submitted for review.

I anticipate that this letter will be posted to the NIGC's website. Prior to posting, NIGC will notify you and give you an opportunity to identify and request that information subject to the exemptions under FOIA be redacted or withheld. A list of the FOIA exemptions may be found at 5 U.S.C. § 552(b).

If you have any questions, please contact NIGC Staff Attorney Alison Grigonis at (202) 632-7003.

Sincerely,



Eric Shepard  
Acting General Counsel

Cc: Christine L. Swanick  
Sheppard Mullin  
30 Rockefeller Plaza  
New York, NY 10112

Fabio Apolitio  
Nisqually Indian Tribe  
Office of the Tribal Attorney  
4820 She-Nah-Num Drive S.E.  
Olympia, WA 98513



January 23, 2009

Kent E. Richey  
Faegre & Benson LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402

Re: Opinion regarding pledge of gross revenue from gaming operations

Dear Mr. Richey:

This responds to your letters dated January 21, 2009 and January 23, 2009. You informed me that the Muscogee (Creek) Nation intends to close shortly on a large loan with a number of lenders, and that the parties intend to secure the loan obligations in part by a pledge of gross revenues from certain gaming operations of the Nation.

From past opinions issued by this office, you are aware of our legal position that an agreement containing a security interest in a gaming facility's future gross revenues, without further limitation, authorizes management of the gaming facility. We take this position because in the event of default, a party with a security interest in a gaming facility's gross revenues has the authority to decide how and when operating expenses at the gaming facility are paid, which is itself a management function. Furthermore, a party that controls gross revenue potentially can control everything about the gaming facility by allocating or putting conditions on the payment of operating expenses. Therefore, agreements with such a security interest constitute management contracts that are void unless and until they are approved by the Chairman of the National Indian Gaming Commission (NIGC).

You have suggested that our concern could be addressed by including certain limitations in the agreement that would prevent the secured party or parties from exercising management control over the gaming facility, even if the secured party took control over gross revenues in the event of default. To that end, you have proposed to include language in the loan documents substantially in the following form:

Notwithstanding any provision in any Loan Document, none of the Lending Parties shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Borrower's gaming operations (collectively, "Management Activities"), including, but not limited to:

1. the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;

2. any employment policies or practices;
3. the hours or days of operation;
4. any accounting systems or procedures;
5. any advertising, promotions or other marketing activities;
6. the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;
7. the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or
8. budgeting, allocating, or conditioning payments of the Borrower's operating expenses;

provided, however, that a Lending Party will not be in violation of the foregoing restriction solely because a Lending Party:

- A. enforces compliance with any term in any Loan Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; or
- B. requires that all or any portion of the revenues securing the Loan be applied to satisfy valid terms of the Loan Documents; or
- C. otherwise forecloses on all or any portion of the property securing the Loan.

My opinion is that this negative covenant adequately addresses the concern. The language prohibits a lender from exercising management control or discretion, but permits it, in the event of default, to put a borrower on a revised schedule of payments, provide the borrower with a sum certain to pay operating expenses, or demand payment in full and cause the bankruptcy or insolvency of the gaming operation. It would not allow a lender to decide whether and to what extent the monies the Tribe retains would be used for operating expenses. As such, the pledge of gross revenues no longer authorizes management. Assuming that there are no other management provisions, the contract would not have to be approved by the Chairman of the NIGC.

If you have any questions or require any additional assistance, Senior Attorney Jeffrey Nelson is assigned to this matter.

Sincerely,



Penny J. Coleman  
Acting General Counsel



September 28, 2015

Chairperson Leona L. Williams  
Pinoleville Pomo Nation  
500 B Pinoleville Drive  
Ukiah, California 95482

Dear Chairperson Williams:

This is in response to your request for an Indian lands opinion<sup>1</sup> from the Office of General Counsel ("OGC") of the National Indian Gaming Commission ("NIGC") regarding whether gaming can be legally conducted on the Pinoleville Pomo Nation's Reservation<sup>2</sup> under the Indian Gaming Regulatory Act ("IGRA"). More specifically, the Tribe asks whether certain fee lands, upon which the Tribe intends to conduct gaming, fall within the definition of "Indian lands" under IGRA.<sup>3</sup>

To assist with our analysis, the Tribe has provided us with extensive documentation and written materials. The submissions include, but are not limited to, the following: (1) maps of the Tribe's Reservation; (2) maps of the fee lands at issue and their location within the Reservation; (3) deeds for the original Rancheria; (4) letters, with maps, from the BIA addressing the legal status of the Pinoleville Rancheria, dated January 3, 2001, and September 8, 2009; (5) copies of stipulations and court orders from the *Tillie Hardwick* class action litigation and subsequent settlement, which includes a legal description of the exterior boundaries of the Reservation, both original and as restored; (6) a copy of the Tribe's current commercial lease for the Parcels, with an option to purchase; (7) land survey records; (8) preliminary title reports; (9) an environmental site assessment of the Reservation; (10) a draft Environmental Impact Report, prepared for the Tribe in 2010, concerning a proposed casino project on the fee lands at issue; (11) the Tribe's

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<sup>1</sup> See letter, with enclosures, dated January 16, 2014, from Attorney Melissa Canales, on behalf of the Pinoleville Pomo Nation, to Eric Shepard, Acting General Counsel, NIGC; e-mail from Melissa Canales to Eric Shepard, entitled "Request of Indian Lands Determination Legal Opinion" (Jan. 16, 2014, 16:37 EST) (on file with NIGC); and e-mail, from Melissa Canales to the NIGC, entitled "Request of Indian Lands Confirmation" (Aug. 19, 2013, 14:58 EST) (on file with NIGC).

<sup>2</sup> In the requests and submissions we received from the Tribe, the Tribe's lands are referred to as both the Pinoleville Reservation and the Pinoleville Rancheria. The terms "reservation" and "rancheria" are used interchangeably throughout this opinion. We note that the definition of a "reservation," found in 25 C.F.R. § 292.2, specifically includes rancherias.

<sup>3</sup> See 25 U.S.C. § 2703(4); 25 C.F.R. § 502.12; see also 25 C.F.R. § 292.2.

Constitution; (12) the Tribe's class II and III Gaming Ordinance, approved by the NIGC;<sup>4</sup> and (13) the Tribe's Tribal-State Compact with the State of California for class III gaming, approved by the Secretary of the Interior.<sup>5</sup>

According to the Tribe, the fee lands at issue are located within the exterior boundaries of the Pinoleville Reservation, which is situated approximately one mile north of the City of Ukiah, in an unincorporated portion of Mendocino County, California. The fee lands consist of two adjacent parcels ("the Parcels"), which, together, comprise approximately 8.8 acres. The lands are owned by a non-Tribal entity<sup>6</sup> and were previously developed as an automobile dealership/service center. They are currently being leased to the Tribe for a 5-year term, until 2016, with an option to purchase the lands included in the lease.

After carefully reviewing the Tribe's submissions, coupled with our own investigation of the status and location of the lands at issue, we find that the Parcels are located within the exterior boundaries of the Tribe's Reservation. Based on this finding, we conclude that the Parcels are "Indian lands" under IGRA. We also find that the Tribe has jurisdiction over the land. Therefore, the Tribe may legally conduct gaming on the lands.<sup>7</sup>

### Background

The Pinoleville Pomo Nation is a federally recognized Indian tribe.<sup>8</sup> The Tribe's primary land base is a 99.53-acre reservation located in an unincorporated part of Mendocino County, near the City of Ukiah in northern California. It is situated approximately 100 miles north of San Francisco and is divided by Highway 101, a major north-south, interstate thoroughfare. According to the Tribe's Constitution, the territory of the Tribe includes "all lands within the original boundaries of the Pinoleville Reservation."<sup>9</sup>

Beginning in 1906, Congress appropriated funds for the acquisition of lands "for the use of the Indians in California now residing on reservations which do not contain land suitable for

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<sup>4</sup> The Pinoleville Band of Pomo Indians Gaming Ordinance was approved by NIGC Chairman Philip N. Hogen on August 24, 2004.

<sup>5</sup> The Tribal-State Compact between the State of California and the Pinoleville Pomo Nation was approved on January 26, 2012, by Larry Echo Hawk, Assistant Secretary-Indian Affairs, and became effective on February 3, 2012. The term of the Compact extends to December 31, 2031. See "Notice of Tribal-State Class III Gaming Compact Taking Effect," 77 Fed. Reg. 5566 (Feb. 3, 2012).

<sup>6</sup> The non-Tribal owner/lessor of the fee lands is Kandy Investments, LLC.

<sup>7</sup> We note that IGRA's prohibition of gaming on after-acquired trust land is not triggered here because the Parcels are fee lands within the limits of the Pinoleville Reservation. See 25 U.S.C. § 2719(a)(1).

<sup>8</sup> See "Indian Entities Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs," 80 Fed. Reg. 1942, 1945 (Jan. 14, 2015). Until 2005, the Tribe was listed in the Federal Register as the Pinoleville Rancheria of Pomo Indians of California. See also BIA letter, dated January 3, 2001, from Dale Risling, Sr., Superintendent, BIA Central California Agency, to Jay Petersen, Directing Attorney, California Indian Legal Services.

<sup>9</sup> See Pinoleville Pomo Nation Const. art. I, § 1.

cultivation, and for Indians who are not now upon reservations . . .”<sup>10</sup> Parcels acquired with these funds came to be known as rancherias.<sup>11</sup>

In 1911, the federal government purchased privately held land for the benefit of the Pomo Indians in the Pinoleville area of California and, with this land, created the Pinoleville Rancheria (“Rancheria”).<sup>12,13,14</sup>

In 1958, Congress passed the California Rancheria Act,<sup>15</sup> which authorized termination of the federally recognized tribal status of many of the California rancherias, including the Pinoleville Rancheria.<sup>16</sup> The rancherias’ lands were broken up into parcels and distributed in fee to the adult Indian members, thereby removing the rancherias’ status as Indian lands.<sup>17</sup> Additionally, individual Indian distributees receiving rancheria assets lost their federal Indian status.<sup>18</sup>

In the 1960s, the Pinoleville Rancheria was “terminated” and the land and other assets were distributed pursuant to the California Rancheria Act.<sup>19,20</sup> The BIA divided the Rancheria

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<sup>10</sup> Act of June 21, 1906, 34 Stat. 325, 333; Act of 1908, 35 Stat. 70, 76.

<sup>11</sup> *Duncan v. Andrus*, 517 F. Supp. 1, 2 (N.D. Cal. 1977); see also 2014 BIA website available at <http://bia.gov/WhoWeAre/RegionalOffices/Pacific/WeAre/index.htm> (accessed April 15, 2015).

<sup>12</sup> *In re the Trusteeship of the Pinoleville Indians v. Hunter*, 2004 WL 1304044, 2 (Cal. App. 1 Dist.) (unpublished decision); see also *Governing Council of Pinoleville Indian Community v. Mendocino County*, 684 F. Supp. 1042, 1043 (N.D. Cal. 1988).

<sup>13</sup> According to the BIA, the deeds from the two purchases by the United States to establish the Pinoleville Rancheria are dated March 13, 1911, and September 15, 1911, and were authorized by appropriations acts passed by Congress on June 21, 1906 (34 Stat. 325, 333) and April 30, 1908 (35 Stat. 70, 76). See BIA letter, dated September 8, 2009, from Dale Morris, BIA Pacific Regional Director.

<sup>14</sup> See BIA letter, dated September 8, 2009, from Dale Morris, BIA Pacific Regional Director.

<sup>15</sup> “An Act to provide for the distribution of the land and assets of certain Indian Rancherias in California, and for other purposes,” (“California Rancheria Act”), P.L. 85-671, 72 Stat. 619-621 (1958) (amended 1964). The California Rancheria Act set out a process by which the Secretary could terminate the tribal status and federal recognition of 41 California rancherias, if the members of the rancheria approved the termination. The Rancheria Act was amended six years later to allow *all* rancherias and reservations lying wholly within California to petition for the distribution of tribal lands and other assets and the termination of federal relations.

<sup>16</sup> California Rancheria Act, P.L. 85-671, §§ 3(e), 9, 11.

<sup>17</sup> *Id.* at § 3(e); see also *Governing Council of Pinoleville Indian Community*, 684 F. Supp. at 1043.

<sup>18</sup> *Id.* at § 10(b); see also *Allen v. United States*, 871 F. Supp.2d 982, 984 (2012).

<sup>19</sup> California Rancheria Act, P.L. 85-671, § 1; Complaint at 7, *Hardwick v. United States* (“Hardwick”), No. C-79-1710 SW (N.D. Cal. Filed 1979); *Governing Council of Pinoleville Indian Community*, 684 F. Supp. at 1043. See also *Hardwick*, Stipulation, filed May 30, 1985, p. 4, ¶ 2(B)(2)-(3).

<sup>20</sup> See also “Notice of Termination of Federal Supervision Over Property and Individual Members,” 31 Fed. Reg. 2911 (Feb. 18, 1966), which reads: *Notice of Termination of Federal Supervision Over Property and Individual Members* from the Office of the Secretary [of the Department of Interior] regarding “Certain Rancherias in California . . . Notice is hereby given that the Indians and the dependent members of their immediate families named below are no longer entitled to any of the services performed by the United States for Indians because of their status as Indians; that all statutes of the United States which affect Indians because of their status as Indians shall be inapplicable to them, and the laws of the several States shall apply to them in the same manner as they apply to other citizens within their jurisdiction. Title to the land on the North Fork, Picayune, Graton, and Pinoleville Rancherias has passed from the U.S. Government under the distribution plans, approved April 29, 1960; June 30, 1960; September 17, 1959; and May 10, 1960; respectively, for the above-named Rancherias . . . Pinoleville Rancheria. . . Ninety-nine and 53/100 acres of land located in Mendocino County, Calif., described in deed dated March 13, 1911, recorded in Book 123 of Deeds, page 418; and deed dated September 15, 1911, recorded in Book 133 of Deeds, page 283, Recorder’s Office County of Mendocino . . . This notice is issued pursuant to the [California Rancheria

into 19 individual parcels, which were then deeded in fee simple title to individual members living on the Rancheria.<sup>21</sup> Some of these Indian owners “sold or otherwise transferred all or portions of their parcels to non-members of the tribe” during the period of unlawful termination.<sup>22</sup> Consequently, today both Indians and non-Indians own property within the original Rancheria boundaries.<sup>23</sup> The Rancheria “consists of a checkerboard of parcels held in fee and trust by the Tribe and individual Tribal citizens, as well as parcels held in fee by non-Tribal individuals and entities, as a result of those years during which the Tribe was illegally terminated.”<sup>24</sup>

In 1979, Indian residents from the original Pinoleville Rancheria joined Indian residents from other California Rancherias in a class action lawsuit<sup>25</sup> against the United States to restore the reservation status of their lands and the tribal status of their people.<sup>26</sup> According to the Complaint, three of the Pinoleville plaintiffs “were and are residents of the parcels of land to which they received fee simple title as a result of the purported termination of the Pinoleville Rancheria,” and a fourth Pinoleville plaintiff was “a distributee of the Pinoleville Rancheria who alienated his land shortly after receiving title thereto.”<sup>27</sup> All of the Pinoleville plaintiffs alleged that their lands, their special status as Indians, and the trust relationship they had with United States as Rancheria residents had been wrongfully terminated under the California Rancheria Act of 1958.<sup>28</sup> The plaintiffs sought, among other things, judicial recognition that “[t]he Secretary of the Interior is under a duty to ‘unterminate’ each of the subject Rancherias, and . . . to hold the same in trust for the benefit of the Indians of the original Rancherias; . . . to treat all of the subject Rancherias as Indian reservations in all respects; and . . . to treat the Rancherias and their Indians as unterminated in all respects.”<sup>29</sup>

The litigation was ultimately settled. The plaintiffs entered into separate stipulations, approving entry of final judgments, with the defendants: the United States and the counties in which the purportedly terminated rancherias were located.<sup>30</sup> On December 22, 1983, judgment was entered against the United States, resulting in the Department of Interior (“Department”)

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Act] . . . that all restrictions and tax exemptions applicable to trust or restricted lands or interests therein owned by the Indians who are affected by this notice are terminated.”

<sup>21</sup> Prior to the purported termination of the Pinoleville Rancheria in 1961, approximately 120 Indian persons resided on the Rancheria. Complaint at 7, *Hardwick v. United States* (“*Hardwick*”), No. C-79-1710 SW (N.D. Cal. 1979).

<sup>22</sup> *Id.*; *Duncan v. United States*, 667 F.2d at 41.

<sup>23</sup> *Id.*

<sup>24</sup> See letter, dated January 16, 2014, from Melissa Canales, Attorney for the Tribe, to the NIGC.

<sup>25</sup> Complaint, *Hardwick v. United States*, No. C-79-1710 SW (N.D. Cal. 1979). According to the Complaint, plaintiffs brought the action “on their own behalf and on behalf of a class of similarly situated persons. The class consists of all distributees of the Rancherias listed in Exhibit A [36 Rancherias, including Pinoleville Rancheria], any heirs or legatees of said distributees and any Indian successors in interest to such lands.” *Id.* at 5. A total of 17 distributees were from the Pinoleville Rancheria. *Hardwick*, Complaint, Exhibit A at 1.

<sup>26</sup> *Id.* at 27.

<sup>27</sup> *Id.* at 4-5.

<sup>28</sup> *Id.*

<sup>29</sup> *Id.*

<sup>30</sup> *Hardwick*, Stipulation for Entry of Judgment (“Stipulation”), filed Dec. 22, 1983 (signed by U.S. Atty. for federal defendants); *Hardwick*, Stipulation for Entry of Judgment (“Stipulation”), filed May 22, 1985 (signed by counsel for Mendocino County); see also *Hardwick*, Stipulation to Restoration of Indian Country (Humboldt, Mendocino, Lake, Plumas, and Tuolumne Counties) (“Stipulation”) and Order, filed March 5, 1986 (signed by U.S. Atty. for federal defendants).

restoring 17 of the Rancherias, including the Pinoleville Rancheria, to their tribal status.<sup>31</sup> On May 30, 1985, judgment was entered against Mendocino County, restoring the Pinoleville Rancheria.<sup>32</sup> The effect of the judgments was that all lands within the Rancheria's exterior boundaries, as they existed immediately prior to the wrongful termination, were declared to be "Indian Country," as defined by 18 U.S.C. § 1151.<sup>33</sup> Further, the United States and Mendocino County expressly agreed to treat the Rancheria like any other federally recognized Indian reservation.<sup>34</sup>

On March 23, 1985, the Pinoleville Indian Community reorganized its tribal government.<sup>35</sup> The Tribe is presently governed by a Tribal Council, in accordance with the Tribe's Constitution, which was ratified in 2005.<sup>36</sup> In 2005, under the terms of its Constitution, the Pinoleville Rancheria renamed itself the Pinoleville Pomo Nation.<sup>37</sup>

On May 18, 2004, the Tribe adopted an ordinance for both class II and class III gaming activities; on August 24, 2004, the Chair of the NIGC approved the ordinance.<sup>38</sup> Additionally, on January 26, 2012, a Tribal-State Compact for class III gaming, between the State of California and the Pinoleville Pomo Nation, was approved by the Secretary of the Interior.<sup>39</sup> It became effective on February 3, 2012.<sup>40</sup>

#### Applicable Law

In order for a tribe to authorize gaming activity under IGRA, the land upon which the tribe intends to conduct the gaming activity must qualify as "Indian lands," as defined in IGRA.<sup>41</sup>

IGRA explicitly defines "Indian lands" as follows:

- (A) all lands within the limits of any Indian reservation; and
- (B) any lands title to which is either held in trust by the United States for the benefit of any Indian tribe or individual or held by any Indian tribe or individual subject to restriction by the United States against alienation and over which an Indian tribe exercises governmental power.

25 U.S.C. § 2703(4).

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<sup>31</sup> *Hardwick*, Stipulation, filed Dec. 22, 1983.

<sup>32</sup> *Hardwick*, Stipulation, filed May 30, 1985, p. 4, ¶ C. This stipulation, which restored the Pinoleville Rancheria and was ordered as to Mendocino County, was subsequently ordered as to the United States and the other federal defendants. See *Hardwick*, Stipulation, filed March 5, 1986, pp. 1-2, ¶¶ 2-3.

<sup>33</sup> *Governing Council of Pinoleville Indian Community*, 684 F. Supp. at 1044-45.

<sup>34</sup> *Hardwick*, Stipulation, filed May 30, 1985, p. 4, ¶ B(2).

<sup>35</sup> *Governing Council of Pinoleville Indian Community*, 684 F. Supp. at 1044.

<sup>36</sup> See Pinoleville Pomo Nation Const. art. III, § 1; see also *Allen v. United States*, 871 F. Supp. at 985.

<sup>37</sup> *Id.*

<sup>38</sup> See letter, dated August 24, 2004, from NIGC Chairman Philip Hogen to James Cohen, Attorney for the Tribe, approving the "Pinoleville Band of Pomo Indians Gaming Ordinance."

<sup>39</sup> See "Notice of Tribal-State Class III Gaming Compact Taking Effect," 77 Fed. Reg. 5566 (Feb. 3, 2012).

<sup>40</sup> *Id.*

<sup>41</sup> See 25 U.S.C. §§ 2703(4), 2710; 25 C.F.R. §§ 501.2, 502.12.

NIGC regulations further clarify the definition of “Indian lands,” providing that:

“Indian lands” means:

- (a) Land within the limits of an Indian reservation; or
- (b) Land over which an Indian tribe exercises governmental power and that is either—
  - (1) Held in trust by the United States for the benefit of any Indian tribe or individual;  
or
  - (2) Held by an Indian tribe or individual subject to restriction by the United States against alienation.

25 C.F.R. § 502.12.

Other statutory and regulatory definitions shed light on what constitutes “Indian lands.” In 25 C.F.R. part 292, the Department includes in its definition of “reservation” the following:

. . . (2) Land of Indian colonies and Rancherias (including Rancherias restored by judicial action) set aside by the United States for the permanent settlement of the Indians as its homeland . . .

25 C.F.R. § 292.2.

IGRA also requires that a tribe possess legal jurisdiction over the land before it authorizes gaming.<sup>42</sup>

Once IGRA is deemed applicable, tribes have the exclusive right to regulate gaming “on Indian lands,” providing that:

[T]he gaming activity is not specifically prohibited by Federal law and is conducted within a State which does not, as a matter of criminal law and public policy, prohibit such gaming activity.

25 U.S.C. § 2701(5).

### Analysis

In order to determine whether the Tribe can authorize gaming on the Parcels, the Tribe must demonstrate under subsection (A) of the definition of “Indian lands” that the Parcels qualify

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<sup>42</sup> 25 U.S.C. § 2710(b)(1) (“An Indian tribe may engage in, or license and regulate, class II gaming on Indian lands within such tribe’s jurisdiction, if [it meets certain specified criteria] . . . .”); *id.* § 2710(d)(1)(A)(i) (“Class III gaming activities shall be lawful on Indian lands only if such activities are—(A) authorized by an ordinance or resolution that—(i) is adopted by the governing body of the Indian tribe having jurisdiction over such lands [and meets other specified criteria] . . . .”); *id.* § 2710(d)(3)(A) (“Any Indian tribe having jurisdiction over the Indian lands upon which a class III gaming activity is being conducted, or is to be conducted, shall request the State in which such lands are located to enter into negotiations for the purpose of entering into a Tribal-State compact governing the conduct of gaming activities . . . .”). *See also Rhode Island v. Narragansett Indian Tribe*, 19 F.3d 685, 701-03 (1<sup>st</sup> Cir. 1994) (citing Sections 2710(d)(3)(A) and 2710(b)(1) of IGRA as creating IGRA’s jurisdictional requirement), *cert. denied*, 513 U.S. 919 (1994).

as “lands within the exterior boundaries of the reservation.”<sup>43</sup> Accordingly, we must evaluate the following: (1) whether the Pinoleville Rancheria qualifies as a reservation; and (2) whether the Parcels are located “within the limits” of the Reservation. If both queries are answered affirmatively, we must then determine whether the Tribe has jurisdiction over the Parcels.

### I. *The Parcels Qualify as “Indian lands” under IGRA*

IGRA recognizes the exclusive right of tribes to conduct and regulate gaming activity “on Indian lands”<sup>44</sup> and specifically requires that the gaming activity be conducted “on Indian lands.”<sup>45</sup> Accordingly, any lands upon which a tribe intends to conduct gaming must first be determined to be “Indian lands” under IGRA.<sup>46</sup>

#### A. *The Pinoleville Rancheria Is an Indian Reservation*

We first examine whether the Pinoleville Rancheria is an Indian reservation under subsection (A) of the definition of “Indian lands” in IGRA.<sup>47</sup> If it is, we need not consider the application of subsection (B).<sup>48</sup>

The Tribe’s Reservation occupies 99.53 acres in an unincorporated part of Mendocino County, near the City of Ukiah in northern California. In 1911, the United States government purchased 99.53 acres of land with Congressional funds allocated for this purpose, thereby establishing the Pinoleville Rancheria.<sup>49</sup>

Federal case law and long-standing Department practice confirm that California rancherias, including the Pinoleville Rancheria, are Indian reservations. In a case involving the Pinoleville Rancheria specifically, the United States District Court for the District of Northern California described California rancherias as “numerous small Indian reservations or communities in California.”<sup>50</sup> Other federal courts have also described California rancherias as reservations, using the same, or similar, language.<sup>51</sup> Moreover, the Department has previously

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<sup>43</sup> 25 U.S.C. § 2703(4).

<sup>44</sup> 25 U.S.C. § 2701(5).

<sup>45</sup> 25 U.S.C. §§ 2710(a)(1)(2); 2710(d)(1)(A), (C). *See also* 25 C.F.R. § 501.2.

<sup>46</sup> 25 U.S.C. § 2703(4). “Indian lands” are defined in the NIGC regulations at 25 C.F.R. § 502.12.

<sup>47</sup> 25 U.S.C. § 2703(4)(A).

<sup>48</sup> 25 U.S.C. § 2703(4)(B).

<sup>49</sup> *See* original deeds, dated March 13, 1911, recorded in Book 123 of Deeds, p. 418, and September 15, 1911, recorded in Book 133 of Deeds, p. 283, Recorder’s Office, County of Mendocino; *see also* “Notice of Termination of Federal Supervision Over Property and Individual Members,” 31 Fed. Reg. 2911 (Feb. 18, 1966).

<sup>50</sup> *Governing Council of Pinoleville Indian Cmty.*, 684 F. Supp. at 1043 n.1 (citing *Duncan v. United States*, 667 F.2d 36, 38, 229 Ct. Cl. 120 (1981), *cert. denied*, 463 U.S. 1228 (1983)).

<sup>51</sup> *Duncan v. United States*, 667 F.2d at 38 (“Rancherias are numerous small Indian reservations or communities in California”); *Big Lagoon Rancheria v. California*, Nos. 10-17803, 10-17878, 2015 WL 3499884, at \*1-7, \*2 n.1 (9<sup>th</sup> Cir. June 4, 2015) (“Rancherias are numerous small Indian reservations or communities in California . . .”); *Williams v. Gover*, 490 F.3d 785, 787 (9<sup>th</sup> Cir. 2007) (“Rancherias are numerous small Indian reservations or communities in California . . .”); *Artichoke Joe’s Cal. Grand Casino v. Norton*, 278 F. Supp. 2d 1174 n.1 (E.D. Cal. 2003) (“Rancherias are small Indian reservations . . .”).

stated in legal opinions, one of which was issued in 1939, that a California rancheria qualifies as a reservation.<sup>52</sup>

The Department's long-held view that rancherias are reservations dates back to at least the passage of the Indian Reorganization Act ("IRA")<sup>53</sup> in 1934. On June 10, 1935, as part of its implementation of the newly enacted IRA, the Department held a special election at the Pinoleville Rancheria to provide Rancheria residents with the opportunity to vote to reject application of the IRA to the Rancheria, as required by the IRA.<sup>54</sup> These special elections were to be held at *reservations*,<sup>55</sup> and the calling of such an election at the Rancheria demonstrates that the Department concluded at that time that the Pinoleville Rancheria was a "reservation" at which an election should be held.

In the 1960s, pursuant to the California Rancheria Act, the Rancheria's tribal status was terminated through distribution of the Rancheria lands.<sup>56</sup> The Rancheria lost its status as a federally recognized Indian tribe.<sup>57</sup> Its lands ceased to be held by the federal government and were broken up and distributed in fee simple parcels to individual tribal members.<sup>58</sup>

Nearly two decades later, the Pinoleville Rancheria was relieved of the deleterious effects of the California Rancheria Act. Between 1983 and 1986, the Rancheria's tribal status and the status of its lands were restored as part of the *Hardwick* settlement (mentioned in the background section).<sup>59</sup> The settlement included stipulations between the Rancheria and the United States, and the Rancheria and Mendocino County.<sup>60</sup>

These stipulations establish several critical points, which are dispositive of our analysis today: (1) the tribal status of the members of the Pinoleville Rancheria is restored and the Rancheria is restored to federal recognition (the 1983 Stipulation<sup>61</sup>); (2) the Pinoleville Rancheria was never, and is not now, lawfully terminated under the California Rancheria Act (the May 1985 Stipulation<sup>62</sup>); (3) the Pinoleville Rancheria "shall be treated by . . . the United States of America as any other federally recognized Indian Reservation" (the 1985 Stipulation<sup>63</sup>);

<sup>52</sup> See Solicitor's Op. M-28958 (Apr. 26, 1939); 1 Op. Sol. On Indian Affairs 891 (U.S.D.I. 1979) available at [http://thorpe.ou.edu/aol\\_opinions/p876-900.html](http://thorpe.ou.edu/aol_opinions/p876-900.html) (finding that the State of California lacks jurisdiction over land located within a rancheria—land purchased for landless Indians in California with funds appropriated by Congress—because rancherias are "for all practical purposes, small reservations," making them Indian country).

<sup>53</sup> 25 U.S.C. §§ 461-494a.

<sup>54</sup> See Theodore Haas, *Ten Years of Tribal Government Under I.R.A.* (1947) at 15 (reporting Pinoleville Rancheria election results showing that the Tribe voted to not reject, i.e., accept, the IRA) available at <http://www.doi.gov/library/internet/subject/upload/Haas-TenYears.pdf>.

<sup>55</sup> 25 U.S.C. § 478 (providing that the IRA "shall not apply to any *reservation* wherein a majority of the adult Indians, voting at a special election duly called by the Secretary of the Interior, shall vote against its application"). (emphasis added)

<sup>56</sup> P.L. 85-671, 72 Stat. 619-621(1958) (amended 1964), §§ 3(e), 9, 10(a)-(b), 11; see also "Notice of Termination of Federal Supervision Over Property and Individual Members," 31 Fed. Reg. 2911 (Feb. 18, 1966).

<sup>57</sup> *Id.*

<sup>58</sup> *Id.*

<sup>59</sup> *Hardwick*, Stipulations, filed May 30, 1985, and March 5, 1986. See also *Hardwick*, Stipulation, filed Dec. 22, 1983.

<sup>60</sup> *Id.*

<sup>61</sup> *Hardwick*, Stipulation, filed Dec. 22, 1983, p. 3, ¶¶ 3-4.

<sup>62</sup> *Hardwick*, Stipulation, filed May 30, 1985, p. 4, ¶ B(2).

<sup>63</sup> *Hardwick*, Stipulation, filed May 30, 1985, pp. 4-5, ¶ D.

and (4) the original boundaries of the Pinoleville Rancheria, as they existed immediately prior to their purported termination under the Rancheria Act, are restored and all land within the restored boundaries of the Pinoleville Rancheria are declared to be “Indian Country”<sup>64</sup> (the May 1985<sup>65</sup> and March 1986<sup>66</sup> Stipulations).

Additionally, we note that, not long before IGRA was enacted, the legal status of non-Indian fee lands within the exterior boundaries of the Pinoleville Rancheria was addressed by a federal district court in a non-gaming context. In *Governing Council of Pinoleville Indian Community v. Mendocino County*,<sup>67</sup> the Pinoleville Rancheria maintained that it had regulatory authority over the use of non-Indian owned fee land located within the exterior boundaries of the Rancheria because of the *Hardwick* stipulations. The court examined the effects of the stipulations on the Pinoleville Tribal Council’s power to regulate non-Indian fee land within its Rancheria’s boundaries and found that it was Mendocino County’s express undertaking, in its stipulation with the Pinoleville Rancheria, “to treat the *entire* Rancheria as a reservation . . .” Moreover, the Court found that it was “the clear and fundamental intent” of the *Hardwick* judgments to “restore *all* land within the original Rancheria as Indian Country. . .”<sup>68</sup>

Accordingly, we conclude that the Pinoleville Reservation is an Indian reservation and, therefore, meets the definition of “Indian lands” under IGRA.<sup>69</sup>

In support of our conclusion, we find that the exterior boundaries of the original Pinoleville Reservation, as described in Exhibit A of the first *Hardwick* Stipulation,<sup>70</sup> are the same as the Reservation’s exterior boundaries today; they have not changed. The legal description of the current Pinoleville Reservation is the same as the legal description of the original Pinoleville Rancheria, created in 1911, and both are the same as the legal description of the Pinoleville Rancheria restored by the *Hardwick* settlement.<sup>71</sup> This legal description has been confirmed by the Tribe<sup>72</sup> and is consistent with official maps of the Reservation prepared by the BIA<sup>73</sup> and additional maps prepared by other entities.<sup>74</sup>

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<sup>64</sup> We note that the IGRA definition of “Indian lands,” i.e. “all lands within the limits of any Indian reservation” uses the same language as the definition in 18 U.S.C. § 1151(a), “all land within the limits of any Indian reservation.”

<sup>65</sup> *Hardwick*, Stipulation, filed May 30, 1985, p. 4, ¶ C.

<sup>66</sup> *Hardwick*, Stipulation, filed March 5, 1986, pp. 1-2, ¶ 2.

<sup>67</sup> *Governing Council of Pinoleville Indian Community*, 684 F. Supp. 1042 (N.D. Cal. 1988).

<sup>68</sup> *Id.* at 1046.

<sup>69</sup> 25 U.S.C. § 2703(4)(A).

<sup>70</sup> *Hardwick*, Stipulation, filed Dec. 22, 1983.

<sup>71</sup> See BIA letter, dated Sept. 8, 2009, from Dale Morris, BIA Regional Director, Pacific Regional Office, with enclosures, including “copies of the map delineating the exterior boundaries of the Pinoleville Rancheria as recognized by the United States along with the 1985 Stipulation and therein referenced Exhibit ‘A’ as attached to the 1983 Order and Stipulation for Entry of Judgment. Said boundaries are also shown on that Record of Survey for the Pinoleville Rancheria recorded in the Official Records of Mendocino County filed in Map Case 2, Drawer 1, Page 74.”

<sup>72</sup> See e-mail from Melissa Canales, Attorney for the Tribe, to Kathy Zebell, NIGC Staff Attorney (Feb. 11, 2014, 14:41 EST) (on file with NIGC).

<sup>73</sup> See BIA letter, dated Sept. 8, 2009, from Dale Morris, BIA Regional Director, Pacific Regional Office, *supra* note 64.

<sup>74</sup> See 2010 Draft Tribal Environmental Report, which includes a number of maps showing the Parcels’ location within the Reservation in Figure 3.1-2, p. 37; Figure 3.1-3, p. 38; and Figure 3.1-4, p. 40. See also map on p. 39.

B. *The Parcels Fall Within the Exterior Boundaries of the Reservation*

After concluding that the Pinoleville Rancheria, as restored by the *Hardwick* stipulations, constitutes a reservation, we now examine whether the Parcels, upon which the Tribe intends to conduct gaming, qualify as “lands within the limits of an Indian reservation,” as required by IGRA.<sup>75</sup>

The fee lands at issue consist of two adjacent parcels, which together comprise approximately 8.8 acres of the 99.53-acre Pinoleville Reservation. The parcels are owned in fee simple by a non-Tribal entity, Kandy Investments, LLC, and are currently being leased by the Tribe until 2016, with an option to purchase. The Tribe has provided us with a legal description of the Parcels;<sup>76</sup> a map of the Parcels, showing their location within the Reservation;<sup>77</sup> a Draft Tribal Environmental Report, prepared for the Tribe in 2010, which includes two maps showing the Parcels’ location within the Reservation;<sup>78</sup> and maps of the Reservation, including the Parcels, which were prepared by the BIA.<sup>79</sup> The Tribe has also confirmed, in writing, that the fee lands are located within the exterior boundaries of the Reservation.<sup>80</sup>

Based upon our review of the maps, legal descriptions of the Parcels, legal descriptions of the Reservation’s exterior boundaries, and other materials provided to us by the Tribe, coupled with our own investigation of the Parcels’ status and location, we conclude that the Parcels, owned in fee simple by a non-Tribal entity, are located “within the limits” of the Pinoleville Reservation, thereby satisfying part of the definition of “Indian lands” under IGRA.

The fact that the Parcels are owned in fee simple by a non-Tribal entity and not by the Tribe or a Tribal member (in trust or in fee) does not affect our Indian lands analysis. IGRA’s definition of “Indian lands” includes “*all lands* within the limits of any Indian reservation.”<sup>81</sup> As explained above, the *Hardwick* stipulations were intended to restore *all* land within the Pinoleville Rancheria and treat the *entire* Rancheria as a reservation,<sup>82</sup> and the United States, as a party to the litigation, remains bound by these stipulations. The restoration of the status of Rancheria lands as Indian Country, as defined by 18 U.S.C. § 1151, included land that had been sold or conveyed to non-Tribal members during the time in which the Rancheria was purportedly terminated. We note that, in our previous Indian lands opinions, we have not distinguished

<sup>75</sup> 25 U.S.C. § 2703(4)(A); *see also* 25 C.F.R. § 502.12.

<sup>76</sup> *See* 2013 Preliminary Title Report, prepared by the First American Title Co. (p. 7).

<sup>77</sup> *See* 2013 Preliminary Title Report, prepared by the First American Title Co. (p. 9). The Parcels are identified on the maps as Nos. 26 and 27, with APNs of 169-211-26-00 (Parcel One) and 169-211-27-00 (Parcel Two).

<sup>78</sup> *See* 2010 Draft Tribal Environmental Report, which includes a number of maps showing the Parcels’ location within the Reservation in Figure 3.1-2, p. 37; Figure 3.1-3, p. 38; and Figure 3.1-4, p. 40. *See also* map on p. 39.

<sup>79</sup> *See* BIA letter, dated September 8, 2009, from Dale Morris, BIA Pacific Regional Director, *supra* notes 69, 71. *See also* BIA letter, dated January 3, 2001, from Dale Risling, Sr., Superintendent, BIA Central California Agency, confirming “that lands within the boundaries of the Pinoleville Rancheria are ‘Indian lands’ within the meaning of IGRA,” and enclosing a map of the Pinoleville Rancheria, including the location of Tribal trust land, trust allotments and fee land.

<sup>80</sup> *See* e-mail from Melissa Canales, Attorney for the Tribe, to Kathy Zebell, NIGC Staff Attorney (Feb. 11, 2014, 14:41 EST) (on file with NIGC).

<sup>81</sup> *See* 25 U.S.C. § 2703(4).

<sup>82</sup> *See Governing Council of Pinoleville Indian Community*, 684 F. Supp. at 1046; *Hardwick*, Stipulation, filed May 30, 1985, p. 4, ¶ C.

between non-Indian owned fee land and fee land owned by a tribe or an individual tribal member, if the fee lands are located within the exterior boundaries of a reservation. Fee lands within the exterior boundaries of a reservation are “Indian lands” under IGRA, regardless of ownership.<sup>83</sup>

## II. *The Tribe Has Jurisdiction Over the Parcels*

Finally, we examine whether the Pinoleville Pomo Nation is the tribe that has jurisdiction over the Tribe’s Reservation, i.e. the lands within the Reservation’s exterior boundaries. Before conducting gaming under IGRA, a tribe must satisfy IGRA’s requirement that it is, in fact, the tribe exercising jurisdiction over the Indian lands upon which it intends to game. IGRA states that a tribe may engage in class II gaming “on Indian lands *within such tribe’s jurisdiction*” if, among other things, the tribe has an ordinance approved by the NIGC’s Chair.<sup>84</sup> The requirements for conducting class III gaming likewise include: “Class III gaming activities shall be lawful on Indian lands only if such activities are (A) authorized by an ordinance or resolution that (i) is adopted by the governing body of *the Indian tribe having jurisdiction over such lands*. . . .”<sup>85</sup>

Generally speaking, Indian tribes possess jurisdiction “over both their members and their territory.”<sup>86</sup> A tribe is presumed to have jurisdiction over its own reservation.<sup>87</sup> Further, it is well settled that a tribe retains primary jurisdiction over the land that the tribe inhabits if the land qualifies as “Indian country,” and reservation land is one type of “Indian country.”<sup>88</sup>

As part of the *Hardwick* settlement, the United States and Mendocino County stipulated that “the original boundaries of the Pinoleville Rancheria, as they existed immediately prior to their purported termination under the Rancheria Act, are restored, and all lands within these restored boundaries are declared to be ‘Indian Country,’ as defined in 18 U.S.C. § 1151.”<sup>89</sup>

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<sup>83</sup> See Letter from NIGC Acting General Counsel to Pyramid Lake Paiute Tribal Chairwoman (“Pyramid Lake Paiute Tribe Indian lands opinion”), dated Sept. 27, 2005; Memorandum from NIGC Attorney to NIGC Acting General Counsel re: White Earth Band of Chippewa Indians (“White Earth Reservation Indian lands opinion”), dated March 14, 2005; Letter from NIGC Acting General Counsel to Judith Kammins Albietz, Attorney for Buena Vista Rancheria of Me-Wuk Indians (“Buena Vista Rancheria Indian lands opinion”), dated June 30, 2005; Letter from NIGC Attorney to California Dept. of Justice (“Picayune Rancheria Indian lands opinion”), dated Dec. 3, 2001.  
<sup>84</sup> 25 U.S.C. § 2710(b)(1).

<sup>85</sup> 25 U.S.C. § 2710(d)(1). See also *id.* § 2710(d)(3)(A) (“Any Indian tribe having jurisdiction over the Indian lands upon which a class III gaming activity is being conducted, or is to be conducted, shall request the State in which such lands are located to enter into negotiations for the purpose of entering into a Tribal-State compact governing the conduct of gaming activities . . .”).

<sup>86</sup> *California v. Cabazon Band of Mission Indians*, 480 U.S. 202, 207 (1987).

<sup>87</sup> See NIGC’s Buena Vista Rancheria Indian lands opinion, dated June 30, 2005, p. 6 (explaining that, if the gaming is to occur within a tribe’s reservation under IGRA, we can presume that jurisdiction exists for that tribe over its reservation lands).

<sup>88</sup> “Indian Country” is defined in 18 U.S.C. § 1151, in relevant part, as “all land within the limits of any Indian reservation under the jurisdiction of the United States Government . . .” See also *Oklahoma Tax Comm’n v. Chickasaw Nation*, 515 U.S. 450, 458 (1995); *Alaska v. Native Village of Venetie Tribal Gov’t*, 522 U.S. 520, 527 n.1 (1998); *United Keetowah Band of Cherokee Indians of Oklahoma v. United States Dept. of Housing and Urban Development*, 567 F.3d 1235, 1240 n.5 (10<sup>th</sup> Cir. 2009).

<sup>89</sup> *Hardwick*, Stipulation, filed May 30, 1985, p. 4, ¶ C; *Hardwick*, Stipulation, filed March 5, 1986, pp. 1-2, ¶ 2.

We have already determined that the Pinoleville Reservation, inclusive of the fee lands within the exterior boundaries of the Reservation (the Parcels), qualify as "Indian lands" under 25 U.S.C. § 2703(4)(A). We now conclude that the Pinoleville Nation has exclusive jurisdiction to regulate gaming on lands within its Reservation.

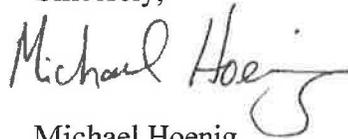
Based on the record before us, the Tribe meets IGRA's requirements that the lands upon which the Tribe intends to conduct gaming be "within such tribe's jurisdiction."

Conclusion

Based upon the foregoing analysis, including the language of IGRA, the NIGC regulations, case law and other materials, as well as our review of the Tribe's submissions and our own investigation of the status and location of the Parcels, we conclude that the Parcels upon which the Tribe proposes to conduct gaming are Indian lands eligible for gaming under IGRA.

The Department of Interior, Office of the Solicitor, concurs in our opinion. If you have any questions, please contact Katherine Zebell at (202) 632-7003.

Sincerely,

A handwritten signature in black ink that reads "Michael Hoenig". The signature is written in a cursive style with a large, stylized "H" and "O".

Michael Hoenig  
General Counsel

cc: Melissa Canales, Esq.



December 2013

## Helpful Hints for Submitting Requests for a Legal Opinion to the NIGC Office of General Counsel

### I. Introduction

From time to time, the National Indian Gaming Commission's Office of General Counsel (OGC) is asked to give its opinion on certain discrete legal questions from the gaming industry or other interested parties. The overwhelming majority of these requests seek the General Counsel's legal opinion that an agreement is not a management contract requiring the approval of the NIGC Chair and does not violate IGRA's sole proprietary interest mandate. Such legal opinions are more commonly referred to as "declination letters." Less frequently, the OGC also receives requests for legal opinions on other matters, such as whether certain lands are Indian lands eligible for gaming under IGRA or whether a specific game is considered class II or class III gaming.

As a general matter, legal opinions are issued by the OGC as a courtesy, and neither IGRA nor NIGC regulations require the OGC to issue a legal opinion on any matter. Further, the legal opinion of the General Counsel is not agency action and the issuance of a legal opinion is a voluntary process, both for the party making the request and the OGC. That being said, the OGC offers the following suggestions to help submitters through the process of obtaining an opinion.

### II. The Submission Process

In order to facilitate requests for legal opinions and ensure the timely review of submitted documents, we ask that submitters and their attorneys send their request and all relevant documents to the OGC in electronic format via e-mail to [legal\\_opinions@nigc.gov](mailto:legal_opinions@nigc.gov).

For requests seeking a legal opinion regarding whether a contract constitutes a management contract, please submit documents in final or substantially final form. This does not mean that the documents need to be signed and executed. In fact, documents should be submitted prior to their execution as the General Counsel is not inclined to provide a legal opinion on any documents that have already been executed or in cases where litigation related to the documents is pending.<sup>1</sup> The submitted documents should, however, reflect as closely as possible the document the parties intend to execute.

The submission should also include all of the documents to be reviewed and specify the date by which the parties hope to receive a legal opinion. Please note that the submission of additional documents or changes to any previously submitted documents will delay OGC

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<sup>1</sup> The proper mechanism for addressing executed agreements that may violate IGRA is to refer them to the NIGC Compliance Division.

review and thus the issuance of the opinion.

### **III. The Review Process**

The initial review of the request and the supporting documents will be conducted by OGC staff attorneys. The amount of time it takes to finish that review is dependent upon several factors, including the completeness of each submission, the complexity of the documents, the responsiveness of the parties, the availability of OGC staff, and competing priorities set by the Commission.

The OGC will always attempt to meet reasonable time frames for providing an opinion, but submitters should expect the review to take weeks, not days. Upon receiving the request, the staff attorney assigned to the review will reach out to the submitter to discuss the request and the supporting documents. The submitters are encouraged to discuss time frames at that point. Further, submitters should also feel free to contact NIGC OGC at any point throughout the process.

During the review stage, OGC staff attorneys may contact the parties and ask for additional information or inform the parties that a legal opinion cannot be issued. The parties may also withdraw a request for a legal opinion at any time prior to an opinion being issued. The review process is not a negotiation between the parties and the NIGC OGC, as the NIGC OGC is simply providing a legal opinion.

Following review, OGC staff attorneys will make a recommendation to the Associate General Counsels and the General Counsel. This recommendation, as well as the submitted documents, will be reviewed by Associate General Counsels prior to submission to the General Counsel. Once the Associate General Counsel has completed his or her review, the recommendation and supporting documents will be submitted to the General Counsel, and the General Counsel will make the final decision on whether to issue the legal opinion.

As OGC legal opinions are intended to inform the public and bring clarity to the Indian gaming industry, the opinions will be posted to the NIGC website for public review. The opinions and submission materials are also likely to be the subject of Freedom of Information Act (FOIA) requests.<sup>2</sup> To that end, submitters are encouraged to mark the specific financial and confidential terms found in the submissions in accordance with FOIA Exemption Four.<sup>3</sup> FOIA further imposes a “segregability requirement” that requires the NIGC to release all reasonably segregable nonexempt material.<sup>4</sup> As such, OGC strongly recommends that submitters do not request that NIGC withhold or entirely redact documents, but identify only the specific material that comes within the scope of the exemption. Failure to identify exempt information and designations that appear obviously frivolous may, pursuant to NIGC regulation, be subject to disclosure without future opportunities to object.<sup>5</sup> That being said, the NIGC FOIA Office will provide submitter notices to the submitters, when appropriate, to ensure that the submitters are provided with an opportunity to convey their specific redactions and the bases for them.<sup>6</sup>

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<sup>2</sup> The Freedom of Information Act can be found at 5 U.S.C. § 552.

<sup>3</sup> 5 U.S.C. § 552(b)(4).

<sup>4</sup> See 5 U.S.C. § 552(b).

<sup>5</sup> 25 C.F.R. § 517.7(f)(4)-(5).

<sup>6</sup> 25 C.F.R. § 517.7(a).

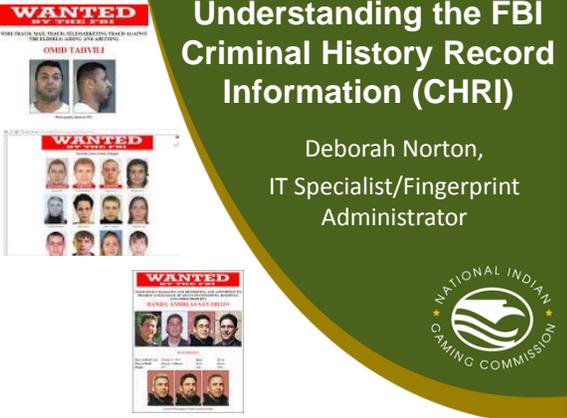
#### **IV. Available Resources**

OGC recommends that parties planning to request a legal opinion visit the NIGC's website at [www.nigc.gov](http://www.nigc.gov). Most of the legal opinions issued by the OGC over the years can be found on the "Reading Room" page of the site. There, interested parties can find OGC legal opinions regarding Indian lands, game classification, management, and sole proprietary interest. A party may find that the issue on which they seek an opinion has already been considered by the OGC.

In addition, although OGC attorneys cannot and will not provide legal advice to the parties or edit any portion of a document submitted for review, they are generally available to answer any questions the parties may have, both before and after the submission of documents.

# Understanding the FBI Criminal History Record Course





## Understanding the FBI Criminal History Record Information (CHRI)

Deborah Norton,  
IT Specialist/Fingerprint Administrator

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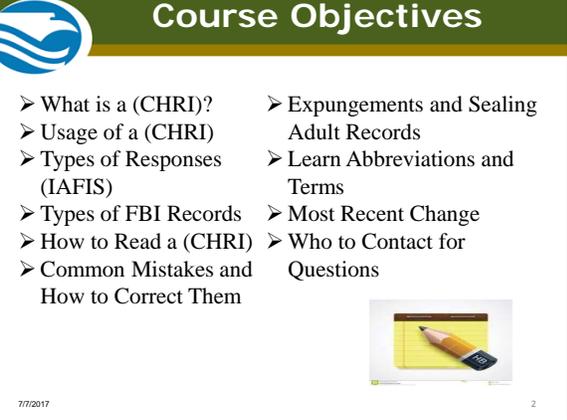
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## Course Objectives

- What is a (CHRI)?
- Usage of a (CHRI)
- Types of Responses (IAFIS)
- Types of FBI Records
- How to Read a (CHRI)
- Common Mistakes and How to Correct Them
- Expungements and Sealing Adult Records
- Learn Abbreviations and Terms
- Most Recent Change
- Who to Contact for Questions

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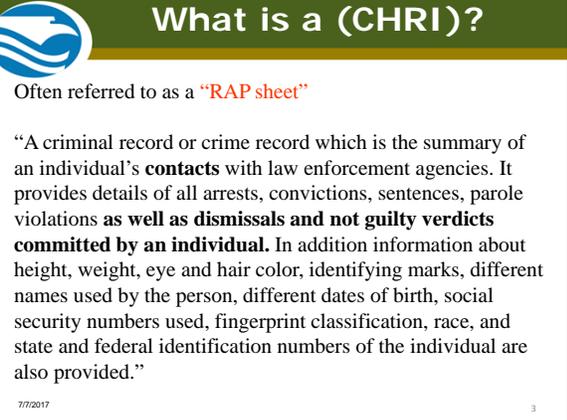
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## What is a (CHRI)?

Often referred to as a "RAP sheet"

"A criminal record or crime record which is the summary of an individual's **contacts** with law enforcement agencies. It provides details of all arrests, convictions, sentences, parole violations **as well as dismissals and not guilty verdicts committed by an individual**. In addition information about height, weight, eye and hair color, identifying marks, different names used by the person, different dates of birth, social security numbers used, fingerprint classification, race, and state and federal identification numbers of the individual are also provided."

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**Use of the Criminal History Record**

- Police
  - SSN or driver's license number is run
  - You have a RAP sheet that ultimately determines what happens next
- Pre-Sentencing Determinations
  - Outstanding warrants
  - Determines if you are released or detained



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**Use of the Criminal History Record**

- Prosecutors
  - Paint a picture about your past criminal actions
  - Character which can be used against you
- Courts
  - Determine final rulings or outcomes
- Employment/Licensing
  - Determine if a person is hired and receives a license or not



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**Types of Responses (IAFIS)**

- Error (or Reject) Response
  - L0008 is the most common one, print quality is too low
- "N" or No Record Response
  - Applicant has never been arrested
  - Model citizen
  - Good person for the job
- "I" or Positive Identification
  - Ident-record or RAP sheet
  - Applicant has been arrested

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 **Types of FBI Records**

- Criminal Background Check
  - NIGC only conducts this check
  - Name, DOB, age, alias', felonies/misdemeanors, sex crimes, body markings, charges, warrants and convictions

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 **Types of FBI Records**

- Nationwide Criminal Background Check
  - State/local law enforcement can do this check
  - Property ownership, past neighbors, marriages or divorces, driver's license information, 20 years addresses and phone numbers, federal and state tax liens, judgments, bankruptcies, relatives, pass roommates

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 **How to Read a (CHRI)**

Most important part of the (CHRI) is the **FBI Number**

- It allows tracking of entire (CHRI) 
- Links all Fingerprints for a subject
- Links all Arrest Information for a subject
- Links Court Information for a subject

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## Parts of the FBI (CHRI)

Cover Page includes:

- Transaction Control Number (TCN)
  - TCN number consists of the first six characters of your OCA, followed by the date of the submission, followed by the system generated six digit number
- Originating Agency Identifier (ORI)
  - Is your (OCA)
  - NIGC ORI is: **USNIGC00Z**
- Use and dissemination restrictions for (CHRI)
  - Position or occupation of the applicant

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## Cover Page

- Master Name
  - Applicant's Name
- FBI Number (FNU)
  - FBI Identifier
- Date Requested
  - Date Prints Submitted
- Biographical Data
  - Height, Weight, Eye and Hair Color, Sex, Race, etc.

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## Arrest Information

- Arrested or Received Date
  - Date of Arrest or Date CHRI/RAP sheet received
- State Identification Number (SID)
  - State Identifier for requesting a copy of an arrest taken place in a particular state
- Originating Agency Identifier (ORI)
  - Originating Case Agency Number (OCA)
- Charge (s)
  - List the crimes committed
- Record Updated
  - Date the record updated or received from NIGC



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**Court Information**

Disposition – final outcome of the arrest

- Final Disposition
  - Court’s final determination of the arrest
- Interim Disposition
  - Temporary court order
  - Limited duration
- Non-Conviction Data
  - Not enough evidence; case is dropped
- Supplemental Court Data
  - Prior convictions that may affect the final disposition

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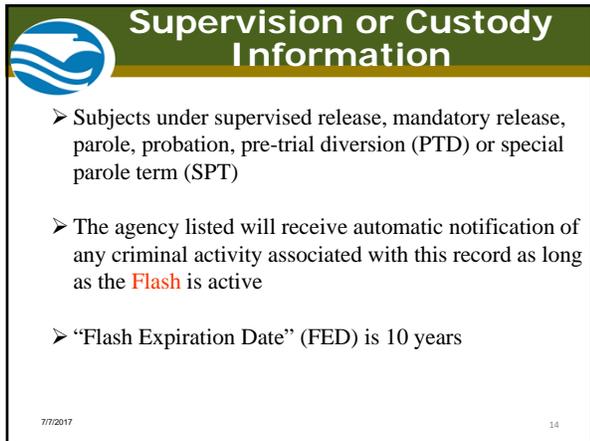
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**Supervision or Custody Information**

- Subjects under supervised release, mandatory release, parole, probation, pre-trial diversion (PTD) or special parole term (SPT)
- The agency listed will receive automatic notification of any criminal activity associated with this record as long as the Flash is active
- “Flash Expiration Date” (FED) is 10 years

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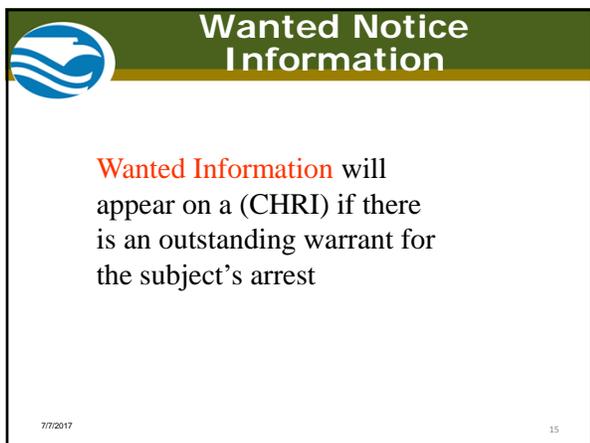
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**Wanted Notice Information**

Wanted Information will appear on a (CHRI) if there is an outstanding warrant for the subject’s arrest

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**Wanted Notice Information**

- Don't tip off the applicant or renewal employee
- Call 9-1-1, tribal law enforcement or security
- Notified the applicant or renewal employee about your findings
- Applicant is now in the hands of law enforcement



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**Sex Offender Registry Information**

**Sex Offender Registry Information** will appear on (CHRI) of subject's who have been convicted of sexually violent offenses

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**Sex Offender Registry Information**

1-DATE OF APPLICATION 2014/03/07R (DATE FP)  
 AGENCY-NATL IND GAMING COMM WASHINGTON (USNIGC00Z)  
 AGENCY CASE-MNWHEAR11  
 CIVIL PRINT - 03/07/2014

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- \* SEXUAL OFFENDER REGISTRY INFORMATION \*
- \* THE SUBJECT OF THIS RECORD HAS REGISTERED AS A SEXUAL OFFENDER \*
- \* WITH THE FOLLOWING AGENCY: \*
- \* AGENCY-STATE BUREAU SAINT PAUL (MNBCA0000) \*
- \* AGENCY CASE - 2008POR021411 \*
- \* NCIC NUMBER - NIC/X801166936 \*
- \* REGISTERED AS - DUCK, DAISY DOLLY \*

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## Felonies, Misdemeanors and Infractions

➤ Felonies:

- reserved for more serious crimes and entail more serious punishments (death penalty)
- prison sentences of at least one year, fines or a combination of both
- subdivide felonies into degrees (lower the degree, more severe the crime)

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## Felonies, Misdemeanors and Infractions

- can be broken into classes (A, B and so on), or levels of seriousness according to what punishments may be imposed
  - ✓ Arson
  - ✓ Rape
  - ✓ Murder
  - ✓ Sale of illegal drugs
  - ✓ Grand theft
  - ✓ Kidnapping

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## Felonies, Misdemeanors and Infractions

➤ Misdemeanors:

- lesser crimes with lesser punishments
- prison sentences of less than one year, smaller fines or a combination of both
- alternative sentences, such as community service or rehabilitation programs
- subdivide misdemeanors into classes (A, B and so on)

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 **Felonies, Misdemeanors and Infractions**

- **Infractions:**
  - governed primarily by state laws
  - not considered to be a criminal offense
  - typically no jail time
  - fine imposed on those found guilty

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 **Possible Rulings/Outcomes**

- **Conviction:** is the outcome of a trial in which criminal defendant is found guilty 
- **Deferral:** refers to putting off something until a future date
- **Deferral Adjudication:** involves probation, treatment programs, and/or some type of community supervision
- **Dismissed with Prejudice:** a case is dismissed after adjudication; the plaintiff is barred from bringing an action on the same claim

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 **Possible Rulings/Outcomes**

- **Dismissed without Prejudice:** a case is dismissed; the plaintiff is allowed to bring a new suit on the same claim
- **Acquittal:** found not guilty 
- **Not Guilty:** is a plea entered; denying blame the charges
- **Non Adjudication of Guilt:** no final judgment; probation or community service
- **Hung Jury:** deadlocked jury; guilt or innocence cannot be made

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 **Examples of (CHRI)**

- Error Response
- “N” or No Record Response
- “I” or Positive Identification

**See Attachment 1**

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 **Common Mistakes and How To Correct Them**

- Common Mistakes
  - Incomplete dispositions of cases
    - ✓ reported arrest without a final disposition
  - Double entry of an arrest
  - Incorrect entries
  - Expunged or sealed information
    - ✓ should have been removed from your state and FBI RAP sheet

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 **Common Mistakes and How To Correct Them**

- How to Correct Them
  - The FBI gets all of the information which includes from local, state and federal agencies
    - ✓ if there are mistakes on your FBI RAP sheet, contact the agency that supplied the information to the FBI
  - Find out how to change, correct or update information
  - Modifying the record
    - ✓ written notification from the appropriate criminal justice agency is needed

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## Expungements and Sealed Adult Records

- Expungement and Sealed Records
  - Record of criminal conviction is destroyed or “sealed” from the state or federal agencies
  - Most states’ laws provide that:
    - ✓ it need not be disclosed, including to potential employers or landlords
  - Generally, if a criminal record is expunged or “sealed”
    - ✓ it's as though the crime never occurred and you can legally say (to a potential employer, for example) that you were never charged or convicted of a crime

**See Attachment 2**

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## Expungements and Sealed Adult Records

- Click on the link below, which will guide you to conduct a State by State search:  
<http://www.criminaldefenselawyer.com/topics/expungent-sealing-criminal-records>
- If you were or were not convicted of a crime?
- If you are eligible for an expungement?
- How to file for an expungement?

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## Abbreviations and Terms

- (CHRI) Common Abbreviations  
**See Attachment 3**
- (CHRI) Terms and Definitions  
**See Attachment 4**

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 **Most Recent Change**

- If you receive an incomplete RAP with a **\*denoted** from one of the below states, please let me know  
**NFF states are as follows:**  
**NJ, MD, NC, GA, FL, WV, TN, IA, MO, KS, MN, OK, CO, WY, MT, ID, HI, OR**
- FBI would send another request, update usually received
- FBI would send complete RAP to myself
- Forward the complete RAP sheet to you

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 **Who to Contact**

- Answers Hits to Warrants – (304) 425-9245
- Automated Processing/Expedite – (304) 625-4293 (day shift), (304) 625-4503 (midnight shift)
- Correspondence Group – (304) 625-5590 Customer Service Group
- Dispositions I (state, federal, MRD, IUI MKE) – (304) 625-9409
- Document Specialists (DocSpec) – (304) 625-9361
- Expungements – (304) 625-9321 (day shift), (304) 625-9341 (night shift)
- Flashes – (304) 625-9371
- Miscellaneous Documents (MiscDoc) – (304) 625-9290

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 **Questions & Answers**



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## My Contact Information

Deborah Norton

 202.632.7034 (desk)

202.213.6473 (cell)

[deborah\\_norton@nigc.gov](mailto:deborah_norton@nigc.gov) 

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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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## Poll Everywhere

Knowledge Review –  
Understanding the FBI CHRI

When the survey is active respond at [PollEv.com/nigc](http://PollEv.com/nigc)

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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 - Understanding Criminal History**  
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)  
0 surveys underway

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## Error Response

Response Received Date: Jan. 14, 2016

1.004 Type of Transaction (TOT): ERRT

1.005 Date (DAT): 01/14/2016

1.007 Designation Agency Identifier (DAI): USNIGC00Z

1.008 Originating Agency Identifier (ORI): WVIAFIS0Z

1.009 Transaction Control Number (TCN): E2016013000000194800

1.010 Submission Transaction Control Reference (TCR): CAAGCA20160113132233

2.009 Originating Case Agency Number (OCA): CAAGCAL01

2.073 Controlling Agency Identifier (CRI): 1 number(s)

# 1: USNIGC00Z

2.060 Status/Error Message (MSG): 1 value(s)

# 1 : L0008 - The quality of the characteristics is too low to be used.

**"N" or No Record Response**

Response Received Date: Jan. 14, 2016

1.004 Type of Transaction (TOT): SRE

1.005 Date (DAT): 01/14/2016

1.007 Designation Agency Identifier (DAI): USNIGC00Z

1.008 Originating Agency Identifier (ORI): WVIAFIS0Z

1.009 Transaction Control Number (TCN): E2016014000000229689

1.010 Submission Transaction Control Reference (TCR): CATYME20160114200105

2.018 Name (NAM): DOE, JANE ANN

2.041 Residence of Person Fingerprinted (RES): 1351 DUSTIN DR APT 50, YUBA CITY, CA, 95993

2.009 Originating Case Agency Number (OCA): CATYME055

2.073 Controlling Agency Identifier (CRI): 1 number(s)

# 1: USNIGC00Z

2.059 Search Result Findings (SRF): Non-Identification (N)

2.075 Electronic Rap Sheet (ERS):

CIVIL APPLICANT RESPONSE

ICN E2016014000000229689 CIDN OCA CATYME055

DOE, JANE ANN W 506 1977/11/08

MNU SOC 123 45 6789 SEX F

USNIGC00Z NATL IND GAMING COMM

WASHINGTON DC 2016/01/14

A SEARCH OF THE FINGERPRINTS ON THE ABOVE INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA. CJIS DIVISION

2016/01/14 FEDERAL BUREAU OF INVESTIGATION

USNIGC00Z  
SECURITY OFFICER  
NATL IND GAMING COMM  
1849 C ST NW  
WASHINGTON,DC 20240-0002

**"I" or Positive Identification**

Response Received Date: Jan. 14, 2016

1.004 Type of Transaction (TOT): SRE  
1.005 Date (DAT): 01/14/2016  
1.007 Designation Agency Identifier (DAI): USNIGC00Z  
1.008 Originating Agency Identifier (ORI): WVIAFIS0Z  
1.009 Transaction Control Number (TCN): E2016014000000127963  
1.010 Submission Transaction Control Reference (TCR): CAVIEJ20160114083857

2.018 Name (NAM): THOMAS,ALLEN  
2.039 Employer and Address (EAD): VIEJAS TRIBAL GAMING COMMISSION, 5000 WILLOWS ROAD,  
ALPINE, CA 91901  
2.041 Residence of Person Fingerprinted (RES): 3265EVICTORIADRALPINECA91901

2.009 Originating Case Agency Number (OCA): CAVIEJA57  
2.014 FBI/UCN Number (FBI/UCN): 1 number(s)  
# 1: 379672RD7  
2.073 Controlling Agency Identifier (CRI): 1 number(s)  
# 1: USNIGC00Z

2.059 Search Result Findings (SRF): Identification (I)

2.075 Electronic Rap Sheet (ERS):

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USNIGC00Z  
TCN CAVIEJ20160114083857  
AGENCY CASE CAVIEJA57

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH CONTAINED THE FOLLOWING DESCRIPTORS:

NAME THOMAS,ALLENCHARLES

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W	1992/03/23	601	185	GREEN	BROWN

STATE ID	BIRTH PLACE
NULL	CALIFORNIA

CITIZENSHIP  
UNITED STATES

OTHER BIRTH SOCIAL  
DATES SCARS-MARKS-TATTOOS SECURITY MISC NUMBERS

NONE NONE 530-93-9102 NONE

ALIAS NAME(S)  
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USNIGC00Z

ICN E2016014000000127963

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE  
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USNIGC00Z ICN E2016014000000127963  
PART 2  
- FBI IDENTIFICATION RECORD - FBI NO.-379672RD7

NAME	FBI NO.	DATE REQUESTED
THOMAS,ALLEN	379672RD7	2016/01/14

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W	1992/03/23	601	185	GRN	BRO

BIRTH PLACE  
CALIFORNIA

CITIZENSHIP  
UNITED STATES

1-ARRESTED OR RECEIVED 2012/08/07 SID- CA32974907  
AGENCY-SHERIFF'S OFFICE SAN DIEGO (CA0370000)  
AGENCY CASE-12556188A

FINGERPRINT INFORMATION  
BSI/1000093156114  
PRINT DATE/2012/08/08

CHARGE 1-001 COUNTS OF DUI ALCOHOL/DRUGS

RECORD UPDATED 2016/01/14

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

# Expungement and Sealed Records

## Getting a "Certificate of Actual Innocence" for Expungement

A Certificate of Actual Innocence is perhaps the most powerful form of expungement. This certificate does more than seal a prior record, it proves that a record should never have existed at all. Let's say that Joe is arrested for vandalism for spraying buildings with graffiti, but the charges are later dropped. Or perhaps Joe is charged with vandalism, and he goes to trial and is found not guilty. In either situation, Joe might seek to obtain a certificate establishing that he was factually innocent of the offense.

## Record sealing

Generally, record sealing can be defined as the process of removing from general review the records pertaining to a [court case](#). However, the records may not completely disappear and may still be reviewed under limited circumstances; in most instances it requires a court order to unseal records once they are sealed. In the United States some states order records to be destroyed after they are sealed. Once a record is sealed, in some states, the contents are legally considered never to have occurred and are not acknowledged by the state.

The public policy of record sealing balances the desire to free named citizens from the burdens caused by the information contained in state records while maintaining the state's interest in the preservation of records that may be beneficial to the state or other citizens.

In many cases, if you seal your record, you gain the legal right to deny or fail to acknowledge anything to do with the arrest and the legal proceedings from the case itself.

Records are commonly sealed in a number of situations:

- [Sealed birth records](#) (usually for so-called [closed adoption](#), in which the birthparents' identity is usually anonymous)
- Juvenile criminal records may be sealed
- Other types of cases involving juveniles may be sealed, anonymized, or pseudonymized ("impounded"); e.g., child sex offense or custody cases
- Cases using [witness protection](#) information may be partly sealed
- Cases involving [trade secrets](#)
- Cases involving [state secrets](#)



# Criminal Background Records

www.CriminalBackgroundRecords.com



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[SAMPLE CRIMINAL RECORD](#)

[YOUR ORDER LOOKUP](#)

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[April News](#)  
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## Common Abbreviations

----- select a state -----

[A](#) | [B](#) | [C](#) | [D](#) | [E](#) | [F](#) | [G](#) | [H](#) | [I](#) | [J](#) | [K](#) | [L](#) | [M](#)  
[N](#) | [O](#) | [P](#) | [Q](#) | [R](#) | [S](#) | [T](#) | [U](#) | [V](#) | [W](#) | [X](#) | [Y](#) | [Z](#)

### A.

A & B	Assault and Battery
A & ROB (armed)	Assault and Robbery (armed)
A INT MAIM	Assault with Intent to Maim
A TO K (or MAIM, MUR, RAPE, ROB)	Assault to Kill (or Maim, Murder, Rape, Rob)
A	Assault
AA	ARMED Assault, Armed
AA/DW	Aggravated Assault with a Deadly Weapon
AA/PO	Aggravated Assault Police Officer (Dallas County)
AA/SBI	Aggravated Assault / Serious Bodily Injury
AAWW	Aggravated Assault With Weapon
ABC	Act Alcohol Beverage Control Act
ABD	Abduction
ABET	Abet
ABNDN or ABNDNT	Abandon or Abandonment
ABST	Abstraction
ABUS LANG	Abusive Language
ABWIK	Assault and Battery With Intent to Kill
ACAF	Accessory After the Fact
ACBF	Accessory Before the Fact
ACC	Accessory
ACC AFT FACT REC	Accessory After the Fact, Receiving
ACC BURG	Accessory to Burglary
ACC TO ISS CHK	Accessory to Issuing Check
ACC TO JL BRK	Accessory to Jail Break
ACC TO L	Accessory to Larceny
ACC TO MUR	Accessory to Murder

#### Instant Background Checks

- [State Background Checks](#)
- [3-State Background Check](#)
- [National Background Check](#)

#### Non-Instant Background Check

- [County Background Checks](#)
- [Federal Search](#)
- [SSN Validation & Address History Trace](#)
- [Driving Records](#)
- [Eviction Checks](#)
- [Professional Verifications](#)

#### Employment Screening Credit Checks for Landlords & Renters - Tenant Screening



Click map to view larger map



PayPal

PayPal



[Public Records Blog](#)  
[blog.CriminalBackgroundRecords.com](#)

ACC TO ROB	Accessory to Robbery
ACCOMP DD	Accompanying Drunken Driver
ACCPL	Accomplice
ACCPT BRB	Accepting a Bribe
ADJ	Adjudication
ADLTY	Adultery
ADW	Assault with Deadly Weapon
ADW/FIREARM	Assault with Deadly Weapon/Firearms
AFA	Alien Firearms Act
AFCF	After Former Conviction of a Felony
AFDVT	Affidavit
AFFR	Affray
AFFR WDW	Affray With Deadly Weapon
AFO	Assaulting a Federal Officer
AGG A	Aggravated Assault
AID & ABET LOTT	Aiding and Abetting Lottery
AID & HAR ESC PR	Aiding and Harboring an Escaped Prisoner
AID PR TO ESC	Aiding a Prisoner to Escape
AIDA	Automobile Information Disclosure Act
AKA	Also Known As
ALIEN POSS FIREARMS	Alien in Possession of Firearms
ALLOW DR W/O PRMT	Allowing One to Drive Without a Permit
ALT	Altering
ANNOY & SOL	Annoying and Soliciting
APC	Actual Physical Control
APCV	Actual Physical Control of a Vehicle
APIPOCC	Appropriating Property In Possession Of Common Carrier
APO	Assaulting Police Officer
APP. CT	Appellate Court
APPROP	Appropriating
AR	Anti-Racketeering
ARD	Accelerated Rehabilitation Disposition
ARL	Antiriot Laws
ARMED WDW	Armed With Dangerous Weapon
ARSON OF PERS PROP	Arson of Personal Property
ASLT	Assault
ASLT TO RA	Assault to Rob Armed

ASMB	Assembling
ASST	Assisting
ASST ATT TO RAPE	Assisting in Attempt to Commit Rape
ASST PROST	Assisting Prostitution
ATL	Antitrust Law
ATPT	Attempt
ATROC	Atrocious
ATT	Attempt or Attempted
ATT RA	Attempted Robbery Armed
ATTEMPT	Attempt to Steal, Commit, etc
AUTO H & R	Auto – Hit and Run
AUTO NO LIC	Auto – No License
AVIN	Altered Vehicle Identification Number
AWDW	Assault with Deadly Weapon
AWDWIKISI	Assault with a Deadly Weapon with Intent to Kill or Inflict Serious Injury
AWOL	Absent Without Leave

[top](#)

## B.

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B	Breaking
B	Battery (FBI definition)
B & E	Breaking and Entering
B of P	Breach of Peace (FBI definition)
B/F	Bond Forfeiture
BAIL JUMPG	Bail Jumping
BATT	Battery
BB	Bank Burglary
BC	Bad Check or Bogus Check
BF & E	Bank Fraud and Embezzlement
BI	Bodily Injury
BKMKG	Bookmaking
BL	Bank Larceny
BLKML	Blackmail
BNID	Burglary Not In a Dwelling
BOND FORF	Bond Forfeiture
BOP	Breach of Peace
BORD	Bill of Review Denied
BORG	Bill of Review Granted

BR	Bank Robbery
BRBG	Bribing
BRBY	Bribery
BRCSP	Buying, Receiving, Concealing Stolen Property
BTCP	Probation Following Boot Camp Incarceration
BTG	Beating
BURG	Burglary
BURN DEST INS PROP	Burning, Destroying, etc., Insured Property
BURN INT INJ INS	Burning, Intent to Injure Insurer

[top](#)

## C.

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C & F	Call and Failed, (voluntary dismissal by judge or court)
C to D of M	Contributing to the Delinquency of a Minor
CAID	Criminal Activity In Drugs
CAR B	Car Breaking
CAR PROWL	Car Prowling
CC ABUSE/USE	Credit Card Abuse
CCDW	Carrying Concealed Deadly Weapon
CCF	Carrying Concealed Firearm
CCM	Community Corrections Management Office
CCW	Carry Concealed Weapon
CD	Conditional Discharge
CDW	Carrying Dangerous Weapon
CI	Correctional Institution
CIT	Citation Code (Georgia State)
CK	(Check) can also mean Carnal Knowledge (of FC – Female Child)
CL	Complied with Law
CMPT	Contempt
CNSP	Conspiracy to Commit
CNTY	CRT County Court
CO	Central Office
COC	Contempt of Court
COMM IND ACT	Committing Indecent Act
COMN	Common (used with assault, cheat, drunk, etc.)
COMP FEL	Compounding a Felony
CONC EVID	Concealing Evidence

CONSP	Conspiracy
CONT DA	Controlled Dangerous Substance
CONV	Conversion
CPCS	Criminal Possession of a Controlled Substance
CPDD	Criminal Possession of Dangerous Drugs
CPSP	Criminal Possession of Stolen Property
CR B	Criminal – B (Not Felony)
CR to ANI	Cruelty to Animals
CR to CHDN	Cruelty to Children
CRIM CRLESS	Criminal Carelessness
CRLESS DR	Careless Driving
CRNL	Carnal
CRNL KNLDG	Carnal Knowledge (of FC – Female Child)
CRSP	Criminal Receiving Stolen Property
CRV	Conditional Release Violator
CSA	Controlled Substance Act
CSCS	Criminal Sale of Controlled Substances
CTFG or CTFT	Counterfeiting or Counterfeit
CW	Concealed Weapons
CW W/O PRMT OR LIC	Carrying Weapon Without Permit or License
CWIK	Cutting With Intent to Kill

[top](#)

**D.**

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D & D(C)	Drunk and Disorderly (Conduct)
D & S	Dangerous and Suspicious
DA	Drug Abuse
DAA W/O OP	Driving Away Auto Without Owner's Permission
DAMV	Destruction of Aircraft or Motor Vehicles
DAR	Driving After Revocation
DC	Disorderly Conduct
DC	Detention Center
DCI	Driving Car Intoxicated
DCI (-D or -L)	Driving Car Intoxicated (-Drugs or -Liquor)
DCMW	Drunk in Control of Motor Vehicle
DE	Deferred
DEAL IN LOTT POL	Dealing in Lottery Police
DECEPTIVE PRACTICE	Writing Bad Checks

DEF BLDG	Defacing Building
DEF BRAKES	Defective Brakes
DEF GPVT BONDS	Defacing Government Bonds
DEF OR DEST PERS PROP	Defacing or Destroying Personal Property
DEF OR DEST PUB PROP	Defacing or Destroying Public Property
DEFR	Defrauding
DELIN	Delinquent
DEP	Deportation
DEPOS IN US PO THRT	Depositing in US Post Office Threat to Injure Person or Property of Addressee
DESER	Desertion or Deserter
DESTR OF IP	Destruction of Interstate Property
DGP	Destruction of Government Property
DH	Disorderly House
DIP	Drunk In Public
DIS	Disorderly
DISCH FIREARMS	Discharging Firearms
DISM	Charge Dismissed
DISP MTG PROP	Disposing of Mortgaged Property
DISP STLN PROP	Disposing of Stolen Property
DIST	Disturbance
DIST PEACE	Disturbing the Peace
DISTIL	Distilling
DISTR	Distributing
DIV	Diverting
DL	Drug Law
DMG PROP	Damaging Property
DOF	Desecration of Flag
DP	Disorderly Person
DR W/O PRMT	Driving Without Permit
DRK	Drunk
DRUG/MOP SCH	Drugs Manufactured or Possessed Near a School
DRW CHK W/O FDS	Drawing Check Without Funds
DRW OR EXH FIREARMS	Drawing or Exhibiting Firearms
DSMD	Dismissed
DSPLY VOID OP LIC	Displaying Void Operator's License
DUI (L)	Driving Under Influence (of Liquor)
DUS	Driving Under Suspension

DV	Domestic Violence
DW	Dangerous Weapon
DWA	Dangerous Weapon Act
DWAI	Driving While Ability Impaired
DWD (-D or -L)	Driving While Drunk (-Drugs or -Liquor)
DWI	Driving While Impaired
DWLG	Dwelling
DWLS	Driving While License Suspended
DWLS/SR	Driving While License Suspended/Sentence Reduced
DYN	Dynamiting
DYN INH BLDG	Dynamiting Inhabited Building

[top](#)

## E.

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EAR	Escape and Rescue
ECT	Extortionate Credit Transactions
EFP	Escaped Federal Prisoner
EGP	Embezzlement of Government Property
EID	Explosives and Incendiary Devices
EL	Election Laws
ELIM	Elimination
EMBZ	Embezzlement or Embezzling
ENDANG	Endangering
ENDANG L OR H OF CHILD	Endangering the Life or Health of a Child
ENT (or E)	Entering
ENTIC	Enticing
ENTIC FEM U AGE	Enticing Females Under Age
ENTIC INTO IMM PLACE	Enticing Into Immoral Place
ESC	Escaped
ESC CONV	Escaped Convict
ESC FED CUST	Escaping Federal Custody
ESC LAW FRAUD VIOLATION	Employment Security Commission Law Fraud Violation (Welfare Fraud)
ESP	Espionage
EV	Evasion or Evading
EV TAX L	Evasion of Tax Law
EVSDRP	Eavesdropping
EXH	Exhibiting

EXPLSV	Explosives
EXPOS	Exposing
EXT	Extortion

[top](#)

## F.

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F1 – F6	Felonies with F1 being the most serious type of offense
FACL	Facilitation Of
FAG	Fraud Against Government
FAIL	Failure
FAIL ANS SUM	Failure to Answer Summons
FAIL ASST AFT CAUS WRK	Failure to Assist After Causing Wreck
FAIL RPT ACC	Failure to Report and Accident
FAIL RPT FEL	Failure to Report a Felony
FAIL SRV LEG PROC	Failure to Serve Legal Process
FAIL TO AID	Failure to Stop and Render Aid
FAIL TO APP	Failure to Appear
FAIL TO OBT LIC OR PRMT	Failure to Obtain a License or Permit
FAIL TO PROV	Failure to Provide
FALSE	Pretenses Writing Insufficient Check
FCC	False Claiming U.S. Citizenship
FCC	Federal Correctional Complex
FCI	Federal Correctional Institution
FCR	Fines, Costs and Restitution
FDC	Federal Detention Center
FEL RED	Felony Reduction
FERIC	False Entries in Records of Interstate Carriers
FF	Fugitive File
FFA	Federal Firearms Act
FFJ	Fugitive from Justice
FFST	Fail to File State Taxes
FHA	Federal Housing Administration
FHIF	Frequenting House of Ill Fame
FICT	Fictitious
FIREARMS A	Firearms Act
FJDA	Federal Juvenile Delinquency Act
FLS	False

FLS ADV	False Advertising
FLS CL	False Claims
FLS FIRE ALA	False Fire Alarm
FLS POL ALA	False Police Alarm
FMC	Federal Medical Center
FMFR	Failure to Maintain Financial Responsibility
FOA	Fugitive Other Authorities
FORC ENT	Forcible Entry
FORF	Forfeiture, Forfeiting
FORG	Forged, Forgery
FORG & PASS	Forging and Passing
FORG DR PRESC	Forging Doctor's Prescription
FORG US OBLI	Forging U.S. Obligations
FORN	Fornication
FP	False Pretenses
FPC	Federal Prison Camp
FR	False Report
FRA	Federal Reserve Act
FRD	Fraud, Fraudulent
FSRA	Failure to Stop and Render Aid after a Collision
FTA/TP CST	Failure to Appear to Pay Fine and Cost
FTC	Federal Transfer Center
FUDE	Fugitive Deserter
FUUSTC	Forging and Uttering U.S. Treasury Check

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## G.

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GA	Guilty in Absentia
GAMB	Gambling
GL (A)	Grand Larceny (Auto)
GLFR	Grand Larceny from Retailer
GR BOD INJ	Gross Bodily Injury
GRD THFT or GT(A)	Grand Theft (Auto)
GROSS CHT	Gross Cheat
GROSS INJ	Gross Injury

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## H.

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H of IF	House of Ill Fame
H of PROS	House of Prostitution
HAB	Habitual
HAB DRK	Habitual Drunk
HARB CRIM	Harboring Criminals
HB	Housebreaking
HLDP	Holdup
HLDP DW	Holdup with Deadly Weapon
HVSW	Health Violation Solid Waste
HWY ROB	Highway Robbery

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## I.

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ICC	Indirect Criminal Contempt
IGA	Interstate Gambling Activities
IGB	Illegal Gambling Business
ILL MFNG USE SALE EMBLEMS INSIGNIA	Illegal Manufacturing Use – Possession – Sale – Emblems - Insignia
ILL PRAC MED	Illegal Practice of Medicine
ILLEG BUSN	Illegal Business
ILLEG COHAB	Illegal Cohabitation
ILLEG DENT	Illegal Dentistry
ILLEG ENT US	Illegal Entry to U.S.
ILLIC	Illicit
ILLIC DISTIL	Illicit Distilling
IMM	Immoral
IMM ENTNMT	Immoral Entertainment
IMP	Impersonating or Impersonation
IMP OFC	Impersonating an Officer
IMPR ST LIC	Improper State License
INCEND	Incendiarism
INCORR	Incorrigible or Incorrigibility
IND	Indecent
IND COND	Indecent Conduct
IND EXP	Indecent Exposure
IND LIB (MIN CHILD)	Indecent Liberties (With Minor Child)
INF	Infamous
INF CR AGST NAT	Infamous Crime Against Nature

INFL	Influence
INJCT	Injunction
INM DH	Inmate Disorderly House
INN	Innocent. Plea of not guilty, found innocent by the jury
INST	Instructed verdict, found innocent of charge. (FBI definition is Instrument)
INSUF FDS or INSF	Insufficient Funds
INT	Intent
INT CS IN CO FAC	Introducing a Controlled Substance into a County Facility
INTCRSE WITH CHILD	Intercourse With Child
INTERF	Interfering
INTIM	Intimidation or Intimidating
INTIM GOVT WIT	Intimidating Government Witness
INTOX	Intoxication or Intoxicated
INV	Investigation
INVET VAG	Inveterate Vagrancy
INVOL MANSL	Involuntary Manslaughter
IOC	Interception of Communications
IPGP	Illegal Possession of Government Property
IPPL	Illegal Possession Prohibited Liquor
IRA	Internal Revenue Act
IRC	Internal Revenue Code
IRL	Internal Revenue Law
IRLL	Internal Revenue Liquor Law
ISS	Involuntary Servitude and Slavery
ISS FRD INST	Issuing Fraudulent Instruments
IT	Interstate Theft
ITAR	Interstate Transportation in Aid of Racketeering
ITF	Interstate Transportation of Fireworks
ITGD	Interstate Transportation of Gambling Devices
ITLT	Interstate Transportation of Lottery Tickets
ITOM	Interstate Transportation of Obscene Matter
ITPMG	Interstate Transportation of Prison-Made Goods
ITSA	Interstate Transportation of Stolen Aircraft
ITSC	Interstate Transportation of Stolen Cattle
ITSMV	Interstate Transportation of Stolen Motor Vehicle
ITSP (CT or MT)	Interstate Transportation of Stolen Property (Commercialized Theft or Major Theft)
ITWI	Interstate Transmission of Wagering Information

ITWP	Interstate Transportation of Wagering Paraphernalia
IWC	Issue Worthless Check
IWFC	Interference With Flight Crew

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## J.

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J SATISF	Judgment Satisfied
JCCP	Plea of not guilty, found guilty by the jury and sentenced by the jury
JCJG	Plea of not guilty, found guilty by the jury and sentenced by the judge
JD	Juvenile Delinquency
JDA	Juvenile Delinquency Act
JGSA	Judgment Set Aside
JL B	Jail Breaking
JN CLOSED	Judicial Number Closed
JOY RID	Joy Riding
JVGR	Finding for defendant to stand trial as an adult. Case transferred to grand jury
JVJV	Juvenile case returned to juvenile court
JVTR	Defendant found to be juvenile by the judge, case transferred to juvenile court

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## K.

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KCSP	Knowingly Concealing Stolen Property
KFO	Killing Federal Officer
KHIF	Keeping House of Ill Fame
KID	Kidnapping
KPO	Killing Police Officer
KRA	Kickback Racket Act
KRSP	Knowingly Receiving Stolen Property

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## L.

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L & R	Larceny and Receiving
L AFT TRUST	Larceny After Trust
L and L	Lewd and Lascivious
L BY BAILEE	Larceny by Bailee
L FR IS	Larceny From Interstate Shipment
LARC (or L)	Larceny
LASCV	Lascivious
LEWD & DISSOL	Lewd and Dissolute

LEWD & IND ACT	Lewd and Indecent Act
LIO	Lesser Inclusive Offense
LIQ	Liquor
LI-S/R/D/AL/SUS OP/NEV APPL	License Suspended, Revoked, Denied; Applicant License Suspended, Never Applied
LL	Liquor Law
LMFR	Larceny Merchandise From Retailer
LOIT	Loitering
LOTT	Lottery
LSA	Leaving the Scene of an Accident
LV ACC	Leaving the Scene of an Accident (FBI definition)

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## M.

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MAIN BAWDY H	Maintaining Bawdy House
MAIN DH	Maintaining Disorderly House
MAIN LIQ NUIS	Maintaining Liquor Nuisance
MAL	Malicious
MANSL	Manslaughter
MAT WIT	Material Witness
MCC	Metropolitan Correctional Center
MCFP	Medical Center for Federal Prisoners
MDC	Metropolitan Detention Center
MF	Mail Fraud
MIP	Minor in Possession
MISAP BY PUB OFC	Misappropriation by Public Officer
MISCOND	Misconduct
MISD	Misdemeanor Charge
MIST	Mistrial
MKG FLS AFI	Making False Affidavit
MOB ACTION	Group Disruption
MOL	Molesting
MUR	Murder
MUTIL	Mutilating
MVI	Motor Vehicle Inspection
MVR	Mandatory Release Violator
MVR	Motor Vehicle Report

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**N.**


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NACT	No Action
NADG	Non-Adjudication of Guilt (Agreed Plea)
NAFM	No Alabama Fuel Marker
NAJG	Non-Adjudication of Guilt (Open Plea)
NAOG	Deferred Probation
NARA	Narcotics Addict Rehabilitation Act
NARC	Narcotics
NAT A	Naturalization Act
NEG	Neglect
NFA	National Firearms Act
NFOG	No Finding of Guilt
NGRI	Not Guilty by Reason of Insanity
NMVTA	National Motor Vehicle Theft Act
NOL PRS	Nolle Pros, Nolle Prosequi, or Nolle Prossed
NON SUP	Nonsupport
NPCF BY MAGISTRATE	No probable cause found by Magistrate
NRA (MD)	National Resource Authority (i.e. Fishing without a license, etc.)
NSP	National Stolen Property
NUIS	Nuisance
NWNI	Negotiating a Worthless Negotiable Instrument (bad check)

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OAWI	Operating Auto While Intoxicated
OBS LIT	Obscene Literature
OBS PICT	Obscene Pictures
OBTS FORMAT	Offensive Base Tracking System (Florida computer system for law enforcement tracking of cases.)
OCC ROOM IMM PUR	Occupying Room for Immoral Purposes
OCI	Obstruction of Criminal Investigations
OCO	Obstruction of Court Orders
ODLA	Driver License Amended
ODLD	Driver License Dismissed
ODLG	Driver License Granted
OGFP	Obtaining Goods by False Pretense
OHIR	Operating House of Ill Repute
OMFP	Obtaining Money by False Pretense

OMV PRMT SUSP	Operating Motor Vehicle after Permit Suspended
OMV W/O (LIC PL or OC or PRMT)	Operating Motor Vehicle Without (License Plates or Owner's Consent or Permit)
OMVWI (-D or -L)	Operating Motor Vehicle While Intoxicated (-Drugs or -Liquor)
OOJ	Obstruction of Justice
OP LOT & SL MACH	Operating Lottery and Slot Machine
OP STILL	Operating Still
OPFP	Obtaining Property Under False Pretenses
OPIUM	Opium Resorts
ORD	Ordinance
OUI	Operating Under the Influence of Liquor or Drugs
OVUI (-D or -L)	Operating Vehicle Under Influence of (-Drugs or -Liquor)
OVUIL OR NARC	Operating Vehicle Under Influence of Liquor or Narcotic Drugs
OVWD (-D or -L)	Operating Vehicle While Drunk (-Drugs or -Liquor)
OWI	Operating While Intoxicated

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## P.

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P NC	Plead No Contest
PW INT DEL COC	Possession with intent to deliver cocaine
PA	Plea in Abeyance
PAND	Pandering
PANH	Panhandling
PASS BAD CHKS	Passing Bad Checks
PASS CTFT CURR	Passing Counterfeit Currency
PASS FORG PO MO	Passing Forged Post Office Money Orders
PASS RAISED MO	Passing Raised Money Orders
PASS WRTHLS CHKS	Passing Worthless Checks
Pawnbrokers Act	False reporting to a pawn broker
PAY ON SCH OF P/O; WHEN MONIES PD TRANS TO UNSUP	Pay on schedule of parole officer; when monies paid transfer to unsupervised probation
PBV	Parole Violator
PCT	Possession of Criminal Tools
PED	Peddler or Peddling
PERJ	Perjury
PERV	Pervert or Perverted
PERV PRAC	Perverted Practice
PFA	Considered a Violation; Protection from Abuse
PGBC	Agreed Plea of Guilty Before the Court

PGBJ	Open Plea of Guilty Before a Jury
PGFR	Agreed Plea of Guilty Before the Court. Felony reduced to a misdemeanor
PGJG	Open Plea of Guilty Before the Court
PIC	Possession of Implement of Crime
PIE	Presence in Illegal Establishment
PIMP	Pimping
PIST L	Pistol Law
PJ or PJC	Prayer for Judgment
PL	Petty Larceny
POIS	Poisoning
POLY	Polygamy
POS/CON F-WN/LQ/MXBV UNAUTH PR	Possession of a full container of wine, liquor or malt beverage (beer) by an unauthorized person
POSS	Possession
POSS BURG TOOLS	Possession of Burglary Tools
POSS CONTR SUB	Possession Controlled Substance
POSS CP CS – LT 28G	Criminal possession of a controlled substance less than (number of) grams
POSS DW	Possession Dangerous Weapon
POSS SG	Possession Stolen Goods
POSS STLN PROP	Possession Stolen Property
POST L	Postal Laws
PP	Prepaid
PP	Pickpocket (FBI Definition)
PRCS	Probation Reduced and Case Set Aside
PRE/OBS EXT FIRE	Preventing or Obstruction of Extinguishing Fire
PRE-IND PROB	Accelerated rehabilitation program. Defendant is placed on probation. Defendant must complete class before charges will be expunged from the record
PRES FLS CL	Presenting False Claim
PROB	Probation
PROC	Procurring
PROC FEM FOR H OF IF	Procurring Females For House of Ill Fame
PROC TO COMM ARSON	Procurring Person to Commit Arson
PROF	Profanity
PROST	Prostitution
PROWL	Prowling
PSC	Public Safety Violation Code
PT	Petty Theft
PTI	Pre-Trial Intervention

PUB INTOX	Public Intoxication
PUB NUIS	Public Nuisance
PUR/ATT F-WN/LQ/MXBV < 21	Purchase/Attempt to Purchase Fortified Wine/Liquor/Malt Liquor Beverage by Someone Under the Age of 21
PV	Parole Violator
PWOC	Passing Worthless Check

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QUAR	Quarantine
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RA	Registration Act
RAPE MNR	Rape of Minor
RCA	Red Cross Act
REAP	Reckless Endangering Another Person
REC	Receiving
REC & CONC	Receiving and Concealing
REC MON FR PROST	Receiving Money From Prostitute
REC PO MO	Receiving Post Office Money Orders
RECDG WGRS	Recording Wagers
RECK DR	Reckless Driving
REM IDENT ON GUN	Removing Identification on Gun
REM OR CONC SPRTS	Removal or Concealment of Spirits Contrary to Law
RENT LEWD BKS	Renting Lewd Books
RESIST ARR	Resisting Arrest
RESIST OFC	Resisting an Officer
REST ARR W/O VIOL	Resisting Arrest Without Violence
REVK	Revoked
RICO	Racketeer Influenced and Corrupt Organization
RIF US MAILS	Rifling U.S. Mails
RIOT	Rioting
RO	Regional Office
ROB (ARMED or UNARMED)	Robbery (Armed or Unarmed)
RS OF W/O V	Resisting Officer Without Violence
RSG	Receiving Stolen Goods
RSP	Receiving Stolen Property

RSPMV	Receiving Stolen Property – Motor Vehicle
RULE	Probation Violation
RVRD	Probation Revoked and Sentence Reduced
RVSP	Non-Adjudicated Probation Revoked and Sentenced to Straight Probation

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## S.

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SAB	Sabotage
SAFECRK	Safecracking
SALE IND LIT	Sale of Indecent Literature
SALE LIQ	Sale Liquor
SALE MTGD PROP	Sale Mortgaged Property
SALE NARC	Sale Narcotics
SALE SEC W/O REG	Sale Securities Without Being Registered
SED	Sedition
SEDCT	Seduction
SEDD 1,500	Securing and Executing a Document of at Least \$1,500 but Less Than \$20,000 by Deception or Fraud (Dallas County)
SELL SEC NO LIC	Selling Securities, No License
SELL UNREG REVLVR	Selling Unregistered Revolver
SES	Suspend Entry Sentence
SEX A-V CH	Sexual Assault of a Child, Anal and Vaginal
SFCAA	State Firearms Control Assistance Act
SH	Shooting
SHPB	Shock Probation
SHPLFTG	Shoplifting
SKA	Switchblade Knife Act
SLAN	Slander or Slanderous
SLIP	Soliciting for Lewd and Immoral Purpose
SMUG	Smuggling
SNL	State Narcotic Law
SOD	Sodomy
SOL	Solicitation of Bribery (FBI Definition)
SOL	Stricken of Leave
SOL COMM SOD	Soliciting to Commit Sodomy
SOL FOR PROS	Solicitation for Prostitution
SOL IMM PURP	Soliciting for Immoral Purpose
SOL W/O LIC	Soliciting Without License

SOLC	Solicitation to Commit
SP	Suspicious Person
SPEED	Speeding
SSA	Selective Service Act
ST POIS A	State Poison Act
ST PROH	State Prohibition
ST WAGE L	State Wage Law
STAB	Stabbing
STAB WITH INT KILL	Stabbing With Intent to Kill
STAT RAPE	Statutory Rape
STEAL FR COMN CARRIER	Stealing from Common Carrier
STEAL SECR OR EMBZ MAIL	Stealing, Secreting or Embezzling Mail Matter
STET	Set Aside, Pending (non conviction)
STLN PROP	Stolen Property
STORE B	Store Breaking
STSN	Running a Stop Sign
SUBV ACTIV	Subversive Activity
SUN L	Sunday Law
SUP	Support
SUS IMP SENT	Suspended Imposition Sent. Non-Conviction
SUSP	Suspicion
SW OVER \$50	Swindling Over \$50
SW UNDER \$50	Swindling Under \$50
SW W CHKS	Swindle With Checks
SWIT LIC PL	Switching License Plates
SWWC	Swindle With Worthless Checks

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## T.

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T	Theft
T BY BAIL	Theft By Bailee
T BY DECEP	Theft By Deception
T BY T	Theft By Taking
T OVER \$50	Theft Over \$50
T UNDER \$50	Theft Under \$50
T/O 200	Theft Over \$200
TA	Tariff Act

TAMP	Tampering
TAMP GOV REC	Tampering with Government Records
TAWOP	Taking Auto Without Owner's Permission
TBC	Theft By Check
TBCI	Plea of not guilty, found innocent by the judge
TBCT	Plea of not guilty, found guilty by the judge and sentenced by the judge
TBD	Trial by Declaration
TDL	Texas Driver License
TFIS (-AH)	Theft from Interstate Shipment (-Armed Hijacking)
TGP	Theft of Government Property
THEFT 750 R AND C	Theft of \$750 by Receiving And Concealing
THRT	Threat (FBI Definition)
THRT	Threat to Commit
THRT B OF P	Threatened Breach of Peace
THRT TO EXT	Threats to Extort
TOP	Theft of Property
TR RIDER	Train Rider
TRAF A	Traffic Act
TRAF ORD	Traffic Ordinance
TRAF SIG	Traffic Signals (Running Signal Light)
TRAN	Transfer to another County/District Court
TRANSP (LIQ or NARC)	Transporting (Liquor or Narcotics)
TRESP	Trespassing
TRU	Truancy
TWEA	Trading With the Enemy Act
TYPE OC	Original Capias (Warrant information)

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## U.

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U & P	Uttering and Publishing
U/U LIVESTOCK MV	Unlawful Use of a Livestock Motor Vehicle
UBAL	Unlawful Blood Alcohol Level
UCW	Unlawful Carrying of a Weapon
UDAA	Unlawful Driving Away Auto
UDFC	Utter Distribute Forged Checks
UFA	Uniform Firearms Act
UFAC	Unlawful Flight to Avoid Custody or Confinement

UFAP	Unlawful Flight to Avoid Prosecution
UFAT	Unlawful Flight to Avoid Testimony
UIBC	Unlawful Issuance of a Bank Check
UISC	Unreported Interstate Shipment of Cigarettes
UMTA	Using Mails To Defraud
UNA	Uniform Narcotics Act
UNL ASM	Unlawful Assembly
UNL DAA & ABNDN	Unlawfully Driving Away and Abandoning Auto
UNL ENT	Unlawful Entry
UNL MARR	Unlawful Marriage
UNL POSS FIREARMS	Unlawful Possession of Firearms
UNL POSS OR USE EXPLSV	Unlawful Possession or Use of Explosives (bombs, etc.)
UNL SALE OF SEC	Unlawful Sale of Securities
UNL USE W (OR UYW)	Unlawful Use of Weapon
UNLIC CHAUF	Unlicensed Chauffeur
UNREG STILL	Unregistered Still
UPRF	Unlawful Possession or Receipt of Firearms
UPUC	Unauthorized Publication or Use of Communications
USCC	U.S. Criminal Code or U.S. Criminal Court
USING MV W/O PRMS	Using Motor Vehicle Without Permission
USING PROF & AB LANG	Using Profane and Abusive Language
USP	U.S. Penitentiary
USTP	Unsatisfactory Termination of Probation
UTT	Uttering
UTT CHK	Uttering Check
UTT FORG INST	Uttering Forged Instrument
UTT FORG OBL	Uttering Forged Obligation

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## V.

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VAG	Vagrancy
VAGA	Vagabond
VAM	Veterans Administration Matters
VCSDDCA	Violation Controlled Substance Drug Device and Cosmetic
VEH	Vehicle
VEH NO LTS	Vehicle No Lights
VGCSA	Violation of Georgia's Controlled Substance Act (Georgia

VIN	Vehicle Identification Number
VIO CITY ORD	Violating City Ordinance
VIO CSA	Violating Controlled Substance Act
VIO DAA	Violation Drug Abuse Act
VIO DDCA	Violation Dangerous Drugs and Control Act
VIO DYER A	Violation Dyer Act
VIO FED INJ	Violation Federal Injunction
VIO HNA	Violation Harrison Narcotic Act
VIO IMMI L	Violation Immigration Law
VIO NMVTA	Violation National Motor Vehicle Theft Act
VIO OF HL	Violation of Health Laws
VIO OF LL	Violation of Liquor Law
VIO ST GAME & FISH L	Violating State Game and Fish Law
VIO ST LL	Violation State Liquor Law
VIO TRAF REG	Violation Traffic Regulation
VIO UFA	Violation Uniform Firearms Act
VIRL (-L)	Violation of Internal Revenue Laws (-Liquor)
VOL MANSL	Voluntary Manslaughter
VOL MUR	Voluntary Murder
VOP	Violation of Probation
VT	Vehicle Taking or Vehicle Theft

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## W.

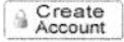
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W/S	With Specifications
WAND	Wandering
WC	Worthless Check
WC-OBT PROB	Worthless Check to Obtain Property
WIND PEEP	Window Peeping
WOUND	Wounding
WPPDA	Welfare and Pension Plans Disclosure Act
WPT	Withdrawn Prior to Trial
WRONG LIC PL	Wrong License Plates
WRTD	Writ Denied
WRTG	Writ Granted
WRTHLS INST	Worthless Instrument
WSTA	White Slave Traffic Act

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### A.

#### Abduction

Taking away by violence or fraud and persuasion; kidnapping. Usually a female or wife, child or ward.

#### Abet

See Aiding and Abetting.

#### Abstraction

Taking away with intent to harm or deceive.

#### Accessory

Not the perpetrator of the crime but in some way involved without being present in the commission of the crime.

#### Accessory After the Fact

One who helps a criminal to elude arrest.

#### Accessory Before the Fact

One who induces another to commit a crime

#### Accordance

Conforming to the rules.

#### Accountability

The state of being accountable, liable, or answerable.

#### Acquittal

A not-guilty verdict absolving an accused party of guilt. Release or absolution.

#### Acted

To carry out an action.

#### Action

Case, cause, suit or controversy disputed or contested before a court of justice.

#### Adjudicated Guilty – Conviction

The defendant has been found guilty of the charges.

**Instant Background Checks**

- [State Background Checks](#)
- [3-State Background Check](#)
- [National Background Check](#)

**Non-Instant Background Check**

- [County Background Checks](#)
- [Federal Search](#)
- [SSN Validation & Address History Trace](#)
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**Employment Screening**  
**Credit Checks for Landlords & Renters - Tenant Screening**



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**Adjudication**

The legal process by which a case or claim is settled. May also be the final pronouncement of judgment in a case or claim.

**Adjudication Withheld**

The court will withhold a decision until a future date. Usually some sort of probation is added and if the defendant complies with the conditions for a specified period of time, the case may be dismissed. If the case is not dismissed, then the disposition remains adjudication withheld and the case is closed. However, if the defendant is found in violation, the case disposition may be changed and the defendant can be found guilty.

**Admission**

Confession of a charge, an error, or a crime; acknowledgment.

**Admitted**

To acknowledge; confess.

**Adult**

An individual who is 18 years of age and over (see Minor and Child).

**Adulterated Specimen**

A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

**Affidavit**

A written statement of fact that is verified by oath or affirmation before a notary public.

**Affirmed**

In the practice of the appellate courts, the decree or order is declared valid and will stand as rendered in the lower court.

**Affray**

Brawl or disturbance. Not premeditated.

**Aggravated**

(assault, battery, arson, etc.) Circumstances surrounding the commission of a crime or tort which increase or add to its injurious consequences.

**Aiding and Abetting**

To assist and/or incite another to commit a crime.

**Alias**

False name used in substitution of a legal name on official documents and for official purposes. Nicknames are not considered aliases. May be noted as AKA (Also Known As) on criminal records.

**Allegation**

A claim or statement of what a party intends to prove; the facts as one party claims they are.

**Allege**

To claim or declare that something is so.

**Amendment**

The correction of an error in any process, pleading, or proceeding at law.

**Annual Percentage Rate (APR)**

The cost of credit over a full year. The law requires lenders to express financing terms of the APR.

**Antitrust Acts or Laws**

Laws to protect trade and commerce from unlawful practice.

**Appeal**

A request for a higher level review of a decision in which the involved person disagrees.

**Appearance**

The coming into court of either party to a suit or action.

**Appellant**

One who makes a complaint to a superior court to review the decision of a lower court.

**Appellate Court**

A court having jurisdiction of appeal and review. Not a trial court.

**Appellee**

The party against whom the appeal is taken.

**Applicant Tracking System (ATS)**

Any system, whether in paper or software form, that manages both an organization's job posting and data collection (i.e., resume/applications) process to efficiently match prospective candidates to the proper positions.

**Appropriate**

To take something from another for one's own use or benefit.

**Arbitration**

The process of resolving a dispute or a grievance outside of the court system by presenting it to an impartial third party or panel for a decision that may or may not be binding.

**Archive/Archives**

The place where records are stored after a certain specified period of time. The period of time a record is held at a court of record may differ between courts and states.

**ARD Program – Non-conviction**

Mostly found in the state of Pennsylvania, this stands for "Accelerated Rehabilitative Disposition Program." This program is given to the defendant in place of adjudication. If the defendant completes the program, the case is closed.

**Arraignment**

A criminal defendant's first appearance before a judge. The primary purpose is to inform the defendant of what charge he is facing.

**Arrest**

The taking of an individual into custody by law enforcement personnel for the purpose of charging them with an illegal act.

**Arrest Record**

An official form completed by the police department when a person is arrested. Also, a cumulative record of all instances in which a person has been arrested.

**Arson**

The attempted or intentional destruction of property by fire or explosion.

**Assault**

An unlawful act that places another person in reasonable apprehension of receiving an immediate battery. Also defined as an attempt to commit a battery. The defendant must have intended to injure the victim or make the victim reasonably fear being struck. An assault is intentional, not an accident.

**Attacked**

To set upon with violent force, an assault.

**Attempted**

To attack with the intention of subduing.

**Average Daily Balance**

A method of computing the figure on which the finance charge for credit card financing will be based. The account balances for each day in the billing period are totaled and divided by the number of days in the period.

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**Bail**

Bond money paid to a court, by or on behalf of a criminal defendant, as security that, when released from jail, the defendant will appear at future hearings. If another person posts the bail money, then that third party vouches that the defendant will appear at future court dates. Bail can be forfeited if the defendant fails to appear or violates release conditions.

**Bail / Bon Forfeiture – Non-conviction**

The charges against the defendant are dropped. Not enough evidence to convict.

**Battery**

An intentional, unwanted and forceful/violent touching of another person, or something closely connected with that person.

**Bench Trial**

A trial held before a judge and without a jury.

**Bench Warrant**

A process delivered by the court directing a law enforcement agency to bring a specified individual before the court.

**Bind-Over**

A finding at a preliminary examination that sufficient evidence exists to require a trial at the Circuit Court level on the charges made against the defendant.

**Blackmail**

An illegal demand for money or property under threat of harm or exposure of undesirable acts.

**Blind specimen or blind performance test specimen**

A specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from an employee specimen.

**Bond**

A debt intended to insure the defendant's future appearances in court. The amount of the bond is set by a judge or magistrate. Factors influencing the amount set include the seriousness of the charge, the defendant's criminal history, and the defendant's ties to the community. There are four types of bonds:

**Bond Forfeiture**

Bond forfeiture occurs when a case has been disposed and a fine is to be, or has been paid. If it is a first offense, it is listed on the record but not classified as a conviction; any other time it is classified as a conviction.

**Bond: Cash bonds**

require the full amount of the bond to be paid in cash before the defendant can be released. If the defendant appears at all future court dates, most of the monies are returned to the person posting the bond.

**Bond: Percent bonds**

require the defendant to post a percentage of the full bond (generally as low as 10%) to get out of jail, and the remaining percentage is due only if the defendant later fails to appear.

**Bond: Personal recognizance bonds**

PR bonds or signature bonds) do not require the defendant or a third party to pay money to the court, unless the defendant later fails to appear.

**Bond: Surety bonds**

are posted by a professional bondsman after being paid a non-refundable percentage of the full amount by the defendant.

**Bookmaking**

An operation with the purpose of placing, registering, paying off or collecting debts for bets.

**Breaking & Entering**

Using some force to enter a building (opening a door, raising a window, taking screen off, etc.); damage need not result.

**Brief**

A written statement of the case, including a summary of the facts, a statement of the questions of law involved, and the arguments and legal authorities upon which the party relies. It serves as each party's principal submission to the appellate court for its decision.

**Burden of Proof**

The duty to establish by evidence a requisite degree of belief concerning a fact in the mind of a trier of fact. The duty to establish facts in an adversary proceeding. Different burdens of proof exist in the law.

**Burden of Proof: Preponderance of the evidence**

The burden of proof in civil cases. Evidence which, as a whole, shows that the fact sought to be proved is more probable than not. Evidence which is more credible and convincing to the mind. It is generally visualized as that side of the dispute toward which the scales tip when the credible evidence is weighed by the trier of fact. Something more than 50 percent of the credible evidence. Clear and convincing evidence: the burden of proof in selected proceedings, such as termination of parental rights. A measure of proof which produces a firm belief as to the allegations. It is difficult to quantify, but is more than a "preponderance" and less than "beyond a reasonable doubt." Beyond a reasonable doubt: the degree of belief a criminal juror (or the judge in a bench trial) must have regarding all factual elements of a charged crime. No doubt, based on reason and common sense, can exist as to any fact needed to be proved.

**Burden of Proof: Prima facie evidence**

Evidence which is good and sufficient "on its face" to establish a given fact when un-rebutted or not contradicted. Probable cause.

**Burglary**

The act of entering a premises, without the privilege to enter, with the purpose of committing a crime. States may classify as first, second, or third degree burglary.

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**Cancelled test**

A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

**Capias**

The Latin meaning is "That You Take". This is the name for several types of writs which require that a law enforcement official take a named defendant into custody.

**Capital Case/Crime**

Case or crime for which the death penalty may be imposed.

**Capital Punishment**

Punishment by death for capital crime.

**Carnal**

Sexual, sensual. Carnal knowledge is sexual intercourse.

**Cause of Action**

One or more related charges, combined and made against a defendant for wrongs committed.

**Chain of Custody**

The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).

**Challenge**

An objection to the seating of a prospective juror on the jury panel for a trial.

**Challenge for Cause**

A challenge to a juror for which some cause or reason is alleged.

**Charge**

An accusation of wrong doing.

**Charged**

To accuse formally or explicitly.

**Charges**

To make a claim of wrongdoing against; accuse or blame.

**Child**

Individual who is younger than 18 years of age.

**Circuit**

Judicial division of the United States or of an individual state.

**Circuit Courts**

Courts whose jurisdiction extends over several counties or districts. (There are thirteen judicial circuits wherein the U.S. Courts of Appeals reside).

**Citation**

An order issued by a law enforcement officer requiring appearance in court to answer a charge. Bail is not accepted in lieu of appearance.

**City Court**

Courts that try persons accused of violating municipal ordinances. City courts may have jurisdiction over minor civil or criminal cases, or both.

**Civil Disorder**

A violent public disturbance by three or more people which causes danger, damage or injury to property or persons.

**Cleared**

Free from charges.

**Clerk of Court**

Court officer in charge of the clerical work; keeps the records, issues process, enters judgments and orders, and gives certified copies of documents from the record.

**Co-defendant**

One of a group of two or more people charged in the same crime.

**Coercion**

The use of physical force or threats to compel someone to commit an act against their will.

**Collection site**

A place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

**Common Law**

A body of legal principles which derives its authority solely from usages and customs of ancient times, or from the judgments and decrees of courts recognizing, affirming, and enforcing such usages and customs; particularly the ancient unwritten law of England. Common law is to be distinguished from "statutory law," which is enacted by a legislative body such as Congress or a state legislature.

**Community**

A city, town, district, neighborhood, or other commonly recognized geographical, social, or political area.

**Community Resources**

Workplaces, businesses, places of worship, social groups, consultants, health care facilities or professionals, places for recreation or entertainment, and other facilities, professionals, or supports generally available to the population-at-large within a community.

**Community Service**

A court imposed sanction that requires offenders to work in the community to repay society for the harm done by their actions.

**Community Supervision**

Classification with unrestricted day and night movement and full access to jobs and programs.

**Competent**

Means a person is capable of making informed decisions in specific areas regarding the conduct of one's personal and/or financial affairs. Family - Parent, foster parents, spouses, siblings, and others who perform the roles and functions of family members in the life of an individual, including persons in a relationship of mutual support with an individual that is exclusive and expected to endure over time.

**Complainant**

The party who complains or sues; one who applies to the Court for legal redress, also called the plaintiff.

**Complaint**

The document on which criminal misdemeanors are charged in District Court, as well as the initial charging document for felonies.

**Completed**

Having come to an end; concluded.

**Completion**

Conclusion; fulfillment.

**Compounding Crime**

The receipt by an individual of consideration in exchange for an agreement not to prosecute or inform on someone who they know has committed a crime.

**Concurrent Sentence**

Upon conviction for multiple crimes, a criminal sentence served at the same time as another criminal sentence, rather than one after the other.

**Conditional Discharge**

A conviction. Court issues the discharge from the jail and requires defendant to comply with some conditions. Regardless whether defendant complies with rules or not, he/she is still convicted (GUILTY) and case can never be expunged.

**Conditional Discharge – Non-conviction**

The defendant has no finding of guilt. The court is discharging him/her from trial on special conditions that they must follow. If they do not abide by these conditions, the discharge may be revoked and the finding may become guilty.

**Conditional Release**

The release from a correctional facility before full sentence has been served which is conditioned on specific behavior. If conditions are not met, the individual may be returned to the facility.

**Conditions**

A stipulation in an agreement that provides for a change consequent on the occurrence or nonoccurrence of a stated event.

**Confirmation (or confirmatory) drug test**

A second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

**Confirmation (or confirmatory) validity test**

A second test performed on a urine specimen to further support a validity test result.

**Confirmed drug test**

A confirmation test result received by an MRO from a laboratory.

**Consecutive Sentence**

Upon conviction for multiple crimes, a criminal sentence served at the same time as another criminal sentence, rather than one after the other.

**Consent Decree**

A court judgment in which both parties agree to work out the terms of the settlement subject to court approval.

**Considerations**

A factor to be considered in forming a judgment or decision.

**Considered**

Thought about or decided upon with care.

**Consortium/ Third-party administrator (C/TPA):**

A service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members.

**Conspiracy**

The coming together of two or more people for the purpose of committing an unlawful act or to commit a lawful act by unlawful means.

**Consumer Reporting Agency (CRA)**

A bureau that gathers and provides information about individuals - such as if they pay their bills on time or have filed bankruptcy - to creditors, employers, and landlords. Companies that perform pre-employment screening services are also considered CRAs and are governed by the FCRA, as are the employers that use background screening services.

**Contempt of Court**

An act committed which serves to obstruct the court in its administration or authority.

**Continuance**

The cessation, interruption, or adjournment of a proceeding until a future date.

**Controlled Substance**

A drug whose availability is restricted by law.

**Conversion**

The unauthorized taking of another's property.

**Conviction**

The formal decision of a criminal matter which finds the accused guilty. It is the finding of a judge or jury, on behalf of the state, that a person has, beyond a reasonable doubt, committed the crime that they were accused of.

**Cost-per-hire**

A common measure used in human resources to evaluate the average costs incurred in recruiting and hiring new employees. Generally the equation is total recruitment costs divided by total number of new hires. Typical components of this measure include relocation costs, advertising/job board fees, interviewing expenses, referral bonuses, recruitment staff compensation, skills assessment and pre-employment screening.

**Costs**

An amount of money awarded to the successful party (and recoverable from the losing party) solely as reimbursement for certain of the expenses in prosecuting or defending the suit.

**Count/Charge**

An offense named in a cause of action. A cause of action may contain multiple counts or charges, each relating to the others but identifying a separate offense.

**Court**

A place where justice is administered.

**Court of Appeal**

An intermediate federal court, inferior to the U.S. Supreme Court but higher than U.S. District Court. Its function is to review the final decisions of the district courts, is challenged. There is a Court of Appeals for circuit in each of the judicial circuits.

**Court of Appeals**

An "intermediate" appellate court between the Supreme Court and state trial courts. Final decisions from a Circuit or Probate Court hearing may be appealed to the Court of Appeals.

**Court of Limited Jurisdiction**

Court that has authority to adjudicate cases of a certain kind or up to a limited amount, usually lesser offenses. (Opposite of Court of General Jurisdiction)

**Court of Record**

The court where the permanent record of all proceedings is held.

**Court reporter**

An individual who makes a stenographic record of the testimony, evidence and rulings and transcribes the hearing process.

**Court-Appointed Attorney**

Legal counsel assigned by the court to represent an indigent criminal defendant. A court-appointed attorney is not necessarily a "free" attorney; the court can order that some or all of the attorney's bill be reimbursed.

**Credit Bureau**

A reporting agency that assembles information on borrowers to help lenders evaluate credit worthiness. You are entitled to see your credit report and dispute or add to the information you feel is erroneous. Your objection(s) must be filed in writing with the report.

**Credit Card Fraud**

Use, or attempted use of a credit card to purchase goods or services with the intent to avoid payment of such.

**Crime Against Nature**

Deviate sexual intercourse.

**Criminal Case**

A charge filed by a prosecutor against a defendant concerning violation of a criminal law. The act of violating a criminal law is an offense against the community, not a private wrong. Examples of criminal cases include theft and murder.

**Criminal Complaint**

In criminal law, a charge, preferred before a magistrate having jurisdiction, that a person named, has committed a specific offense, with an offer to prove the fact, to the end that a prosecution may be instituted.

**Criminal Nonsupport**

Failure to pay child support in violation of court order.

**Criminal Plea**

The defendant's response to a criminal charge (guilty, not guilty, or nolo contendere).

**Cross Examination**

The questioning of a witness by a party other than the one who called that witness to the stand.

**Culpability**

Blame, or degree of responsibility for a crime. This may be in degrees of purposeful, knowingly, recklessly or by negligence.

**Cumulative Sentence**

A sentence that takes effect after a prior sentence is completed for crimes tried under the same cause of action.

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**Dangerous**

Able or likely to cause physical injury.

**Dangerous Weapon**

Something that is capable, though not designed to cause serious injury or death.

**De Novo**

Latin for "anew" or "afresh". Usually used as Trial De Novo. New trial, or one that is held for a second time, as if there had been no previous trial or decision.

**Dead Docket**

The case never went to trial. The case can be reopened if new evidence is submitted.

**Deadly Weapon**

A weapon designed to cause serious injury or death.

**Dealer**

A person who buys and sells drugs illegally.

**Dealt**

To buy and sell drugs illegally.

**Decision**

A judgment, as one formally pronounced by a court.

**Default Judgment**

A judgment rendered because of the defendant's failure to answer or appear.

**Defendant**

A person who has been formally charged with committing a crime.

**Deferred Adjudication of Guilt**

The final judgment is delayed for a period of time. Can be likened to probation before a final verdict. If "probation" is completed without incident, the charges are usually dropped and the case is dismissed. During the "probationary period" the disposition is not necessarily considered a conviction.

**Deferred Discharge**

Dismissed and considered a non-conviction.

**Deferred Probation**

The judge doesn't make a finding of guilt; he assigns probation. If probation is completed without incident, the charges are usually dropped.

**Deferred Sentence**

Postponement of the pronouncement of the sentence.

**Defraud**

Knowingly misrepresenting facts to cheat or trick.

**Degree**

(First, Second, or Third, A, B or C) Classification assigned to a crime, depending on circumstances, for purposes of determining punishment. First degree is considered most serious than third; A is more serious than C. Degrees may be assigned to the actual crime (IE: murder in the first or second degree) or the class of crimes (IE: felony or misdemeanor).

**Delinquency (Criminal)**

A crime committed by a minor under the age of 17. Juvenile delinquency offenses are prosecuted in the Family Division of Circuit Court.

**Delinquency (Loan)**

Failure to make a loan payment on time. You may then be required to pay a late fee, expressed as a flat fee or a percentage of the amount due

**Dependent Child**

Includes children who are homeless or without proper care through no fault of their parents, guardian, or custodian.

**Deposition**

An oral statement made by a person before an officer authorized by law to administer oaths. The attorney for the opposition party is notified to attend the deposition where he may cross-examine the deposed party. The deposition may sometimes be used later in the trial, or it may be taken only to obtain discovery.

**Dilute Specimen**

A specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Directed Verdict**

A determination by a jury, made at the direction of the judge. A directed verdict happens in cases where there has been a lack of evidence, an overwhelming amount of evidence, or where the law is in favor of one of the parties.

**Disclosure**

Something that is made known and that was previously unknown.

**Discovery**

The pre-trial devices that can be used by one party to obtain facts and information about the case from the other party in order to assist the party's preparation for trial.

**Dismissal**

Finally disposing of the cause without further consideration. May be voluntary or involuntary. When involuntary, there is usually lack of prosecution or failure to produce sufficient evidence.

**Dismissal With Prejudice**

Term meaning an adjudication on the merits, and final disposition, barring the right to bring or maintain an action on the same claim or cause.

**Dismissal Without Leave After Deferred**

Prosecution Charges dismissed after specified time (90 days to 1 year) provided certain conditions have been met such as participating in specified program of anger control or drug counseling or providing community service, etc.

**Dismissal Without Prejudice**

Term meaning dismissal without prejudice to the right of the complainant to sue again on the same cause of action.

**Disposed/Disposition**

The final outcome or resolution of a court case or criminal matter. Examples of disposed cases are those with a finding of guilt (conviction), innocence, or acquittal.

**Disregard**

To pay no attention to.

**District Court**

Court of the U.S., each having territorial jurisdiction over a judicial district, which may include a whole state or only part of it. The district courts are the trial courts of the Federal Judiciary.

**Diversion Program**

To set aside. A court direction which calls a defendant, who has been found guilty, to attend a work or educational program as part of probation. May include some type of anger management, drug rehab, etc. If the condition of program is met, charge may be considered non-conviction.

**Diversity of Citizenship**

A crime or claim which extends between citizens of different states. This is one of the grounds that can be used to invoke the jurisdiction of the U.S. Federal District Court.

**Docket Record**

A listing of all court actions in a case from its inception to its conclusion.

**Double Jeopardy**

Being tried twice for the same offense. Jeopardy "attaches" or begins in a jury trial when the selected jury is sworn, and attaches in a bench trial when the first witness is sworn.

**Driving Under the Influence (DUI)**

Same as Driving While Intoxicated.

**Driving While Intoxicated (DWI)**

Operating a motor vehicle while under the influence of alcohol or drugs. Complete intoxication is not required. Individual state statutes specify the blood alcohol content at which a person is presumed to be under the influence of intoxicating liquor.

**Dual Citizenship**

When a citizen of one country takes on the additional citizenship and it's privileges from another. What determines this is according to the original country's requirements. Some countries require you to relinquish their status if you take on citizenship in another country, others don't.

**Due Diligence**

A reasonable and expected measure of attention taken for a particular action. Not measurable by an absolute standard, but dependant on the situation.

**Due Process of Law**

Procedures followed by law enforcement and courts to insure the protection of an individual's rights as assigned by the Constitution.

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**Embezzlement**

The taking of another's money or property by one entrusted with its possession, usually through employment.

**Equal Employment Opportunity (EEO)**

A system of employment practices regulated by the EEOC under which individuals are not excluded from any participation, advancement, or benefits due to race, color, religion, sex, national origin, or any other action that cannot lawfully be the basis for employment actions.

**Equal Employment Opportunity Commission (EEOC)**

The federal agency responsible for administration of several statutes that prohibit discrimination; has power to subpoena witnesses, issue guidelines that have the force of law, render decisions, provide technical assistance to employers, and provide legal assistance to complainants.

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**eRecruiting**

Recruiting methods that take place via the Internet.

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**Escaped**

To slip or get away, as from confinement or restraint.

**Evidence**

Any species of proof, or probative matter, legally presented at the trial of an issue, by the act of the parties and through the medium of witnesses, records, documents, exhibits, concrete objects, for the purpose of inducing belief in the minds of the court or jury as to their contention.

**Ex parte**

On one side only. When an act is one for one party only. For example, in an Ex parte proceeding, only one party to the case is heard.

**Examination**

An interrogation or search. The examination of a witness consists of a series of questions asked by a party through the action or his attorney, in order to bring before the court or jury the knowledge which the witness has of the facts or matters in dispute, or probing and sifting the evidence as previously given.

**Expunge/Expunged**

To seal or purge records of arrest, criminal, or juvenile record information. When a record of an offense is expunged it will not appear on a released criminal history. The record may be destroyed or sealed after a certain period of time. Records may be expunged in juvenile cases, or upon satisfactory completion of a court-ordered probation and/or class(es).

**Extended Workforce**

The portion of a company's workforce made up of temporary employees, vendor employees and independent contractors.

**Extortion**

Obtaining another's property by actual or threatened force, fear or violence.

**Extradition**

The surrender by one jurisdiction to another of a person accused or convicted of an offense committed within the jurisdiction demanding the individual's return.

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**Fair Credit Reporting Act (FCRA)**

The FCRA is designed to protect individuals, by promoting accuracy, fairness, and privacy of information in the files of every Consumer Reporting Agency (CRA). Companies that perform pre-employment screening services are governed by the FCRA, as are the employers that use background screening services.

**Felonious**

Describing an offense which is done with malicious, villainous criminal intent. IE: felonious assault.

**Felony**

The most serious of criminal-type offenses. Felonies are classified as 1st, 2nd, or 3rd degree with 1st degree being the most serious.

**Felony Conversion**

(Fraudulent Conversion) Similar to embezzlement or theft. An example of felony conversion is if someone sold goods for a company, and kept the money instead of turning it in to the company. (North Carolina)

**Filing**

The commencement of criminal proceedings by entering a charging document into the official record of a court.

**Findings**

A decision or verdict after judicial inquiry.

**Fine**

A court imposed sanction that requires offenders to pay a monetary penalty for their actions.

**Firearm**

A weapon, a pistol or rifle, capable of firing a projectile and using an explosive charge as a propellant.

**Forcible Entry**

Entering or taking possession of property with force, threats or menacing conduct.

**Forensic Studies**

Firearm, document, polygraph, DNA, medical, accounting, computer, handwriting experts and other known expert witnesses available to testify to their findings for Court purposes.

**Form I9**

Federal form required of all appointees to verify their U.S. citizenship, or if they are aliens, their eligibility for employment in accordance with the Immigration and Naturalization Act of 1986.

**Fraud**

The commission of an act with the goal to benefit or gain advantage at another's expense. A purposeful misrepresentation with the intent to deceive.

**Freedom**

The state of being free or at liberty rather than in confinement or under physical restraint.

**Fugitive File – The case has not been to trial**

Found in Virginia. The case has not been to trial at this time. A warrant, summons or paper from the district attorney's office was issued for delivery to the defendant to appear for trial; however, the defendant could not be located. Therefore, the case is technically pending; however, the paperwork was never served.

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**Georgia 1st Offender Act**

O.C.G.A. § 42-8-62 (In Part). Upon fulfillment of the terms of probation, upon release by the court prior to the termination of the period thereof, or upon release from confinement, the defendant shall be discharged without court

adjudication of guilt. The discharge shall completely exonerate the defendant of any criminal purpose and shall not affect any of his civil rights or liberties and the defendant shall not be considered to have a criminal conviction.

#### **Government Records Access and Management Act**

The federal act which establishes procedures for accessing, classifying and sharing public, private and confidential and protected records effective July, 1992.

#### **Grading of Crime**

Higher or lower in grade or degree, according to the measure of punishment attached and meted out on conviction and the consequences resulting to the party convicted, for example first, second, or third degree murder.

#### **Grand Jury**

A body of persons with the authority to investigate and accuse, but not to try cases. The grand jury will listen to and review evidence to see if there are sufficient grounds to bring an individual to trial.

#### **Grand Larceny**

The theft of property over a specified value. Dollar amounts vary by state.

#### **Gross**

Flagrant, out of measure.

#### **Gross Misdemeanor**

Serious misdemeanor.

#### **Guardianship of a Person**

Includes, among other things, authority to consent to marriage, major medical, surgical, and psychiatric treatment and enlistment into the armed forces. "Guardianship of a person" includes legal custody, if legal custody is not vested in another person, agency, or institution.

#### **Guilt/Guilty**

Final disposition. Having committed a crime.

#### **Guilty in Absentia – Conviction**

The jury has found the defendant guilty without them having appeared in court.

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## **H.**

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#### **Habeas Corpus**

A writ requesting a trial or the release of a prisoner.

#### **Habilitation**

The process by which an individual acquires and maintains the life skills necessary to cope more effectively with personal and environmental demands or to improve physical, mental, and social competencies.

#### **Habitual Violator**

To have committed the same offence three times. Can also be charged as a habitual offender.

#### **Hallucinogens**

Lysergic acid diethylamide "LSD, acid" and phencyclidine "PCP, angel dust"

#### **Harassment**

The investigation of all forms of aggravation, e.g. sexual, embarrassing, discrediting or troubling practices that worry or frighten individuals in the workplace or in their personal lives.

**Hearing**

A relatively formal proceeding similar to a trial, with one or more legal issues to be agreed upon or determined.

**Hijacking**

To take control of a vehicle by intimidation, force or threatened force. Also, the theft of goods while in transit, as when transported in trucks.

**Homicide**

The killing of another human being. "Justifiable homicide" occurs in cases such as during the enforcement of law, and/or occurs without evil intent. "Excusable homicide" may occur by accident or in self-defense. "Felonious homicide" is the killing of another without justification. This type has two degrees - manslaughter and murder, depending on circumstances or intent. See Manslaughter; Murder.

**HR-XML**

An operating language established by voluntary members of the human resources community who agree to use common definitions to facilitate automated exchange of all HR-related data between organizations. HireRight is a founding member of the HR-XML Consortium.

**Human Resource Management Systems (HRMS), aka Human Resource Information Systems (HRIS)**

Software-based systems that manage all or a part of the human resources function of an organization. Typical functionality includes employment demographics, benefits/compensation management, training, payroll and reporting.

**Hung Jury**

A hung jury is one in which all jurors cannot reach a consensus required for a verdict.

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**Ignored – Non-conviction**

The case never went to trial. It was ignored by the state.

**Illicit**

Not permitted or allowed; prohibited; unlawful; as in illicit trade.

**Impeach**

To impeach a witness is to introduce evidence intended to contradict testimony or to question his credibility.

**Improper**

Not conforming to legality, moral law, or social convention.

**Incendiary**

One who intentionally set fires. Arsonist.

**Incorrigible**

One who is incapable of reform.

**Indices**

A sequential arrangement of material, especially in alphabetical or numerical order; index.

**Indict**

To bring a formal accusation against, as a means of bringing to trial.

**Indictment**

A formal written accusation originating with a prosecutor and issued by a grand jury against a party charged with a crime. An indictment is referred to as a "true bill", whereas failure to indict is called a "no bill".

**Information**

An accusation exhibited against a person for some criminal offense, without an indictment. A written accusation made by a public prosecutor, without the intervention of a grand jury.

**Infraction**

Violation of local ordinance or state statute usually resulting in a fine or limited period of incarceration. Term usually used in traffic offenses.

**Injunction**

A court order which prohibits a person from doing a specified act for a specified period of time.

**Intent**

The frame of mind or attitude of the person at the time an act was committed. See Culpability.

**Intoxicates, Intoxication**

Reduction of physical or mental capabilities caused by the ingestion of an intoxicating substance such as alcohol or drugs.

**Involuntary Dismissal**

Dismissed due to lack of prosecution or lack of evidence.

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**Judgement**

A sense of knowledge sufficient to comprehend nature of transaction. The formation of an opinion or notion concerning some thing by exercising the mind upon it.

**Judgment of Conviction**

A judgment conviction shall set forth the plea, the verdict or findings, and the adjudication and sentence.

**Jurisdiction**

The power of a court to question facts, apply law, make decisions and judgments.

**Justice**

The maintenance or administration of what is just by law, as by judicial or other proceedings.

**Juvenile Court**

The branch of the judiciary that has legal responsibility for youth under the age of 18. The court is a civil court that adjudicates cases where youth are thought to be abused, neglected, or dependent and cases where youth are accused of some delinquent or status offense.

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**K.**

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**Kidnapping**

At common law, the forcible abduction or stealing and carrying away of a person from one country to another. A person is guilty of kidnapping if he unlawfully removes another from his place of business or residence.

**Killed**

To put to death, To deprive of life.

**Killer**

A person or thing that kills.

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**Larceny**

The unlawful taking of another person's property. Larceny is commonly classified as "petty" or "grand" depending on the value of the property. Dollar values to establish classifications of "petty" and "grand" may vary from state to state.

**Lawful**

Allowed or permitted by law; not contrary to law.

**Lawless**

Being without law; uncontrolled by a law; unbridled; unruly; unrestrained.

**Lawyer**

A person whose profession is to represent clients in a court of law or to advise or act for clients in other legal matters.

**Legal Malice**

An act, committed without just cause or excuse, intended to inflict harm or cause death.

**Legally Competent or Presumed Competen**

For individuals 18 years of age or older, not having been declared by a court to be incapable of making informed decisions with respect to the conduct of one's personal and/or affairs

**Lewd and Lascivious**

Obscene, indecent.

**Libel**

Defamation of another person through print, pictures, or signs.

**Licensed Child Placing Agenc**

An agency licensed by the State to receive children for placement.

**Lis Pendens**

A pending suit.

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**Magistrate**

Public officials, including judicial officers who have limited jurisdiction in criminal cases and civil causes.

**Mail Fraud**

The use of the mail system to commit a fraud.

**Malice Aforethought**

Planning to commit an unlawful act without just cause or excuse.

**Management reports**

Reports designed to reflect pre-screening report activity. An example is a report that displays turnaround time for reports and types of reports ordered. This is different from the pre-employment screening report, which displays information specific to the individual candidate.

**Manslaughter**

The unpremeditated killing of a person. Can be voluntary or involuntary, determined by circumstances. The feature distinguishing involuntary manslaughter from voluntary is the absence of intent to cause death or commit an act that might be expected to produce death or harm. Voluntary manslaughter is homicide that is committed during an act in the heat of passion.

**Marijuana**

Common terms it is known by include herb, pot, weed, hash, cannabinoids

**Mayhem**

The intentional infliction of injury on another which causes amputation, disfigurement or impairs the function of any part of the body.

**Medical Review Officer (MRO)**

A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**Minor**

A person under the age of 18.

**Misdemeanor**

Criminal-type offenses that are less serious than felonies and generally those punishable by fine, penalty, forfeiture or imprisonment otherwise than in a penitentiary. Under federal law, and most state laws, any offense other than a felony is classified as a misdemeanor.

**Misdemeanor Intervention Program – Non-conviction**

A program designated only for misdemeanor offenses in which the defendant may comply to the conditions of the program in order to avoid conviction.

**Mislead**

To lead or guide wrongly; lead astray, to deceive.

**Misleading**

Deceptive; tending to mislead.

**Mistrial**

An invalid trial the result of which cannot stand because of some fundamental errors. When a mistrial is declared, the trial must start again from the selection of the jury.

**Mistrial**

A trial which is terminated or declared invalid. Reasons for mistrial include misconduct on the part of the jury, defense team or the court, or illness on the part of the judge, jury or defendant. May be followed by a retrial on the same charges.

**Misused**

To treat badly or abusively; maltreat.

**Murder**

Unlawful killing with malice aforethought. Murder is willful, deliberate and premeditated, or done during the commission of a crime. This classification of crime is generally divided by degrees, murder in the first degree and murder in the second degree, for the purpose of imposing penalties.

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**Narcotics**

Heroin, morphine, opium codeine, meperidine and methadone

**Negative Dilute**

A specimen that lab has determined to be negative, no illegal substance is found, it is human urine, but the levels fall below normal levels. Drinking lots of fluids prior to voiding can cause this situation.

**Negligence**

Flagrant and reckless disregard of the safety of others. Willful indifference.

**Negotiated Plea**

See Plea Bargain.

**No Bill or No True Bill**

The decision by a grand jury that it will not bring indictment against the accused on the basis of the allegations and evidence presented by the prosecutor.

**No Contest**

A plea in which the defendant does not contest the charge. This has the same effect as a guilty plea except the conviction cannot be used against the defendant in a civil suit

**No Papered**

Charges were not pursued. (This is a legal term in Washington, D.C.)

**No Probable Caus**

There was not sufficient reason to bring case to trial.

**Nolle Pros or Nolle Prosequi**

Latin phrase used by the district attorney or plaintiff when they do not wish to prosecute or proceed with the action.

**Nolli Illigitimi Carborundum**

Latin phrase loosely translated, "hang in there."

**Nolo Contendre**

Latin phrase used by a defendant to say "I do not wish to contest." This plea in a criminal case has the legal effect of pleading guilty. See No Contest.

**Non-Adjudication of Guilt – Non-conviction**

Same as adjudication withheld.

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**Obtain Property under False Pretense**

The misrepresentation of the value of something. Passing bad check.

**Operating While Intoxicated (OWI)**

Same as Driving While Intoxicated.

**Ordered**

An authoritative indication to be obeyed; a command or direction.

**Ordinance**

A rule established by authority; a permanent rule of action; a law or statute.

**Other – Non-conviction**

Defendant is given special provisions for one year to abide by since this is a first offense. If no further violation of the same nature occurs, case is closed.

**Outstanding**

Remaining unsettled, unpaid.

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**Pander**

To provide products or services which cater to the sexual gratification of others. To entice another into prostitution.

**Parole**

To release from confinement after serving part of a sentence, usually with terms and conditions provided in the parole order.

**Parole Violation**

An act that does not conform to the terms of parole.

**Periodic Rate**

Annual Percentage Rate (APR) divided by the days, weeks or months in a year.

**Perjury**

Intentionally making a false statement under oath.

**Permanent Residency**

Usually referring to a type of entrance visa status by the INS.

**Plaintiff**

A person who brings an action. A person who seeks remedial relief for an injury of rights; it designates a complainant.

**Plea**

The defendant's formal answer to a charge.

**Plea Bargain**

A plea of guilt to a lesser offense in return for a lighter sentence.

**Prayer for Judgment, 1st Offense (NC)**

Asking the court to give leniency, it falls under deferred prosecution, meaning the state did not prosecute. No finding of guilt by the court. Example, with worthless checks it gives the defendant a chance to pay the check before being charged.

**Pre-employment Screening**

Pre-employment screening services can include background screening, drug screening, skills assessment and behavioral assessment. A thorough background screen verifies important factual information about a prospective employee (i.e. identity, employment history, education credentials). It also helps gain critical information about an applicant's character and past history that isn't always apparent in an interview or application, such as criminal history, credit history, and driving record.

**Pre-Integrated**

A term used for integrated software solutions that have been jointly developed, built, tested and proven prior to being released to the public.

**Presentence Hearing**

A proceeding during which the court considers relevant information, such as extenuating circumstances, held for the purpose of determining a sentence for a person convicted of an offense.

**Pretrial Conference**

Conference among the opposing attorneys and the judge called at the discretion of the court to narrow the issues to be tried and to make a final effort to settle the case without trial.

**Pre-Trial Intervention**

An extensive background check to help determine if charges will be pressed.

**Primary Specimen**

In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

**Probation**

Relief of all or part of a sentence on the promise of proper conduct.

**Process Other – Non-conviction**

Defendant was not charged on this count due to being charged for another count.

**Prosecute**

To proceed against a person criminally

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**Quash/Quashed**

Declined to prosecute but with the option to reopen the case.

**Quid pro quo**

What for what, something for something. Used in law for the giving of one valuable thing for another.

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**Racketeering**

An organized conspiracy for the purpose of committing crimes of extortion or coercion.

**Rape**

May be forcible or by intoxication, with a person who is underage and unable to give consent, or with a person with diminished mental and/or physical capabilities.

**Received**

To take or acquire.

**Reckless Endangerment**

An act which does or could cause injury to another, not necessarily with intent.

**Refused**

Charges were not accepted by the District Attorney's Office.

**Rejected – Non-Conviction**

The case never went to trial. The state rejected the hearing of the case.

**Remand**

To return an individual to custody pending further trial, or to return a case from an appellate to a lower court for further proceedings.

**Residential**

Having to do with where people live.

**Responsible – Non-Conviction**

The defendant is responsible for the payment of the fines or fees of the crime. They are not found in guilt, however, must pay what they are ordered. Often found on traffic tickets or minor violation.

**Restitution**

1. A requirement by the court as a condition of a revocable sentence, or earlier in the criminal justice process, that the offender replaces the loss imposed by his or her offenses. 2. Money received from a probationer for payment of damages.

**Restraining Order**

An order prohibiting a specified action until such time that a hearing on an application for an injunction can be held.

**Retired**

(as Disposition) The case can be brought up within the next year if the individual is arrested for anything. It is the judge's decision and only he can take action. If the individual remains "clean," then the case can be dismissed.

**Returned Un-Served**

Found in North Carolina. The case has not been to trial at this time. A warrant, summons or paper from the district attorney's office was issued for delivery to the defendant to appear for trial; however, the defendant could not be located. Therefore, the case is technically pending; however, the paperwork was never served.

**Revoke**

To take back or withdraw; annul, cancel, or reverse; rescind or repeal.

**RICO Act**

Racketeer Influenced and Corrupt Organizations Act.

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**Secretary of State/state**

The state office where your documents will be either apostilled or certified, depending on the country program.

**Secreting Lien Property**

Hiding property that has a lien filed against it.

**Sedition**

Advocating the overthrow or reform of a government by unlawful means.

**Sentence**

A judgment of punishment for a criminal act.

**Sentence Withheld**

A court decision postponing the execution of a sentence and discharging the defendant conditional upon good behavior.

**Serious Misdemeanor**

Having a more severe penalty than other misdemeanors.

**Single Parent**

A parent who is not currently married. This can include never married and divorced individuals.

**Slander**

Defamation verbal communication. Making false and malicious statements about another.

**Solicitation**

Asking, urging or enticing.

**Speeding**

The act or practice of exceeding the speed limit.

**Split specimen**

In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

**SSL (Secure Sockets Layer) encryption**

A protocol designed to provide secure encrypted communication over the Internet.

**Status: Closed**

No further action will occur on this case; cannot be reopened at later date.

**Statutory Rape**

Sexual activity by an adult with a person under the age of consent.

**Stet Docket – Non-Conviction**

Will not prosecute at this time. Eligible to be re-opened for one year if a violation is committed during that time. After the one-year period and no violations have been committed, it cannot be re-opened and the case is closed.

**Stimulants**

Amphetamines "speed," cocaine, nicotine and caffeine

**Stricken**

To eliminate or expunge.

**Stricken Off Leave – Non-conviction**

Often seen in Illinois, the case has been stricken off docket with the ability to reinstate at a later date if deemed that the case can be prosecuted. This is often because the prosecutors run out of time to prosecute.

**Substituted Specimen**

A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

**Summary Conviction**

A finding of guilt by a magistrate or judge, without a jury, of a person accused of a misdemeanor or violation.

**Summary Judgment**

The decision of a court concerning merits of a lawsuit, where upon review of the facts, it is determined that the party who made the motion for summary judgment is entitled to judgment.

**Summons**

In criminal law, a written order notifying an individual that he or she has been charged with an offense directing the person to appear in court to answer the charge.

**Suspended Sentence**

Deferment of punishment usually over a period of probation.

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**Theft of Services**

Obtaining services without consent through deception, threat, tampering, etc.

**Theft/unauthorized**

Theft by using someone else's information, credit card, check, or something similar.

**Time-to-hire**

A common measure used in human resources to evaluate the average amount of time it takes to fill an open position. This is normally measured from the point the job request is submitted by the hiring manager to the point the new employee walks in the door.

**Toddler**

This can mean different things in different countries, but usually a child between 18-60 months (1 1/2 to 4 years).

**Traffic Offenses**

A group of offenses usually consisting of those infractions and very minor misdemeanors relating to the operation of self-propelled surface motor vehicles. Violators of these laws may incur fines, loss of license, or imprisonment.

**Translations**

When a document is converted from one language to another.

**Trial**

An event in which parties come together to present information (in the form of evidence) in a formal setting, usually a court, before a judge and jury, in order to achieve a resolution.

**Truncated Files**

Destroyed or partially destroyed. Unable to obtain any more information.

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## U.

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### Unconditional Discharge

A sentence where the court is authorized to release the defendant without fine, imprisonment, or probation supervision if the court is of the opinion that no proper purpose would be served by imposing any condition on the defendant's release.

### Under the Influence of Intoxicating Liquor or Drug

Any condition where the nervous system, brain or muscles are impaired to an appreciable degree by an intoxicating substance.

### Unlawful

Not lawful; contrary to law; illegal.

### Unlawful Entry

Entry without force and without permission by means of fraud or other wrongful act.

### Usury

Charging more interest than is permitted by law for a loan of money.

### Uttering

To forge another's name.

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## V.

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### Vacate

(Judgment) To make void; to cancel.

### Vehicular Homicide

Death of another caused by the intentional, unlawful or negligent operation of a motor vehicle.

### Venue

The geographic area where the case or claim occurred, within which a court with jurisdiction can hear and determine a case. A change of venue, or the moving of a case from one court to another may be granted for such reasons as when the court does not think the defendant can get a fair trial in that area or for the convenience of the parties in a civil case.

### Verdict

The formal, final decision or finding made by a jury or judge.

### Verified test

A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

### Vocational

Having to do with employment, a job, or one's career path.

### Voluntary Dismissal

The court or district attorney dismisses the charges against an individual.

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## W.

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### Waived – Conviction

Mainly found in the state of North Carolina. This means the defendant has waived his / her right to trial and has pled guilty to the charges. In turn, the court accepts the plea of guilty.

### Waiver by Magistrate

Charges are waived after the defendant agrees to pay a fine. The defendant is not prosecuted on this charge.

### Waiver of Jury

The right to a jury trial is waived and the judge makes the decision of guilt or innocence.

### Wanton Reckless, malicious

Without regard for the rights of others, indifferent to consequences to health, life or the reputation of another. Usually done without intent, but an act so unreasonable the perpetrator should know that harm will result.

### Warrant

(Arrest Warrant) A written order of the court which is made on behalf of the state, or United States, and is based upon a complaint issued pursuant to statute and/or court rule and which commands a law enforcement officer to arrest a person and bring him before a magistrate.

### Weapons Offenses

The unlawful sale, distribution, manufacture, alteration, transport, possession or use of a deadly or dangerous weapon.

### With Specifications

When W/S is listed after a charge, it is usually followed with a description of violence involved with the charge.

### Withheld

Adjudication withheld.

### Writ

A written court order, or a judicial process.

### Wrongful Entrustment

Allowing an unlicensed driver to operate a motor vehicle.

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## X.

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### XML

Short for Extensible Markup Language. XML is a language designed especially for Web documents. It enables the definition, transmission, validation, and interpretation of data between applications and between organizations.

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## Y.

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### Youthful offenders

Status classification of youths and young adults generally older than juveniles (age 18 to 25), who are given special consideration.

### Youthful Training Act

Usually a non-conviction. Used for juvenile first-time offenders. It may be reported on a criminal record. If the juvenile complies with the sentence, the case will be dropped from the record when the offender reaches adulthood.

[top](#)**Z.****Zealous witness**

An untechnical term denoting a witness on the trial of a cause who manifests a partiality for the side calling him, and an eager readiness to tell anything which he thinks may be of advantage to that side.

[top](#)**CriminalBackgroundRecords.com - Criminal Court Reports**

<a href="#">Alabama Criminal Court Reports</a>	<a href="#">Louisiana Criminal Court Reports</a>	<a href="#">Ohio Criminal Court Reports</a>
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<a href="#">Idaho Criminal Court Reports</a>	<a href="#">New Hampshire Criminal Court Reports</a>	<a href="#">Virginia Criminal Court Reports</a>
<a href="#">Illinois Criminal Court Reports</a>	<a href="#">New Jersey Criminal Court Reports</a>	<a href="#">Washington Criminal Court Reports</a>
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<a href="#">Kentucky Criminal Court Reports</a>	<a href="#">North Dakota Criminal Court Reports</a>	<a href="#">Wyoming Criminal Court Reports</a>

\*California includes Contra Costa, Fresno, Indio, Los Angeles, Marin, Orange, Riverside, Sacramento, San Bernardino, San Diego, Santa Barbara, Santa Clara, Santa Cruz, and Ventura Counties only

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# NIGC Electronic Fingerprint Program Course





**NIGC Electronic Fingerprint Program**  
 Deborah Norton  
 Security Officer  
 National Indian Gaming Commission




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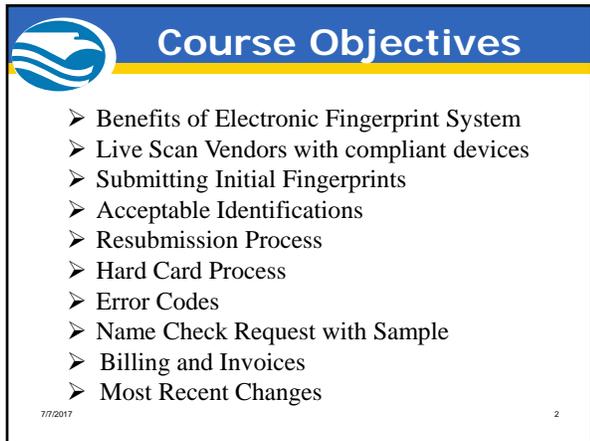
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**Course Objectives**

- Benefits of Electronic Fingerprint System
- Live Scan Vendors with compliant devices
- Submitting Initial Fingerprints
- Acceptable Identifications
- Resubmission Process
- Hard Card Process
- Error Codes
- Name Check Request with Sample
- Billing and Invoices
- Most Recent Changes

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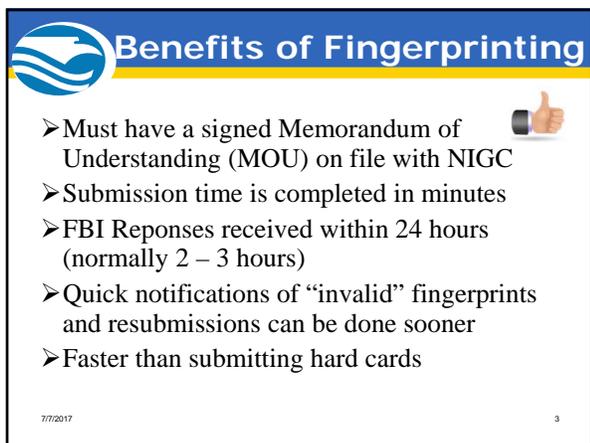
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**Benefits of Fingerprinting**

- Must have a signed Memorandum of Understanding (MOU) on file with NIGC 
- Submission time is completed in minutes
- FBI Responses received within 24 hours (normally 2 – 3 hours)
- Quick notifications of “invalid” fingerprints and resubmissions can be done sooner
- Faster than submitting hard cards

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## Live Scan Devices

- Must be compliant with the FBI's EFTS standard.
  - NIGC Electronic Fingerprint Submission Interface Specifications
- Current Live Vendors
  - Cross Match
  - Morphotrust (formerly Identix)
  - Comnetix
  - ID Networks
  - 3M Cogent Systems
  - Advanced Livescan Technologies, Inc.
  - Fieldprint Inc./Truescreen Inc.



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## Current Live Vendors

- CrossMatch (85%) <http://www.crossmatch.com/>
- Morphotrust (formerly Identix) (10%) [http://www.morphotrust.com/company/comp\\_contact.html](http://www.morphotrust.com/company/comp_contact.html)
- Comnetix (2 installations) <http://www.comnetix.com/contactus.php>
- ID Networks (2 installations) <http://www.idnetworks.com/>
- 3M Cogent Systems (3 installations) <http://www.cogentsystems.com/>
- Advanced Livescan Technologies, Inc. (2 installation) <http://www.advancedlivescantech.com>
- Fieldprint Inc./Truescreen Inc. (2 installations) <http://www.truescreen.com>



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## Submission of Initial Prints

- Mandatory fields when submitting your prints (See Attachment 1)
- If you make a mistake, send me an email ASAP (i.e., incorrect SSN or DOB; misspelled name)
- Applicants with Sr., Jr., II or III should be entered after last name
- If you see the following statement on a RAP sheet: **"A CRIMINAL HISTORY REQUEST NOTIFICATION(S) WAS SENT BY THE FBI TO THE FOLLOWING ORGANIZATIONS, EXCEPT FOR THOSE INDICATING THAT THE REFERENCED SUBJECT IS DECEASED."** This means that the state is not obligated to report to the FBI that the applicant is deceased
- Reason Fingerprinted field, must read **"INDIAN GAMING LICENSEE"**

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## Acceptable Identifications

- Driver's license
- State-issued photo identification card
- Military photo identification
- Passport or national photo identification
- Tribal identification card



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## Resubmission Process

- Bring the applicant back into the office
- Resubmit within 45 days from the first "invalid"
- Generate a new set of prints, which will generate a new TCN number automatically
- Do the prints as normal
- In the **TCN TCR** field, manually enter in the **FBI TCN** number that starts with E2017
- At the end of the screen, you should see the **"Resubmit"** button
- If you send in the initial set of prints, they will come in as "duplicate" prints
- The error **"E0006 ....."** doesn't count as an invalid submission. It means that the dates aren't in sync (submission date and date printed)

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## Hard Card Process

- When sending in your hard cards, make sure to manually write **"INDIAN GAMING LICENSEE"** in the Reason Fingerprinted field
- Make sure that the applicant signs the hard card
- Incomplete hard cards will be sent back  
(See Attachment 7)
- It should take 3-5 days including FedEx or mailing for the response to be returned to you
- If you need hard cards, please send me an email with the following:
  - POC to mail them to , Address, Number of cards needed
- Sample Fingerprint Card (See Attachment 8)

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## Error Codes

- VPN Error Codes (See Attachment 2)
  - If you have issues establishing a connection
- Most Common Rejected Prints (See Attachment 3)
  - L0008.....low quality of prints
- Transaction Rejection Codes (See Attachment 4)
- State Identification Bureau Contacts (See Attachment 6)
  - List of contact phone numbers if you submit to the state and NIGC

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## Name Check Request

- Name Search Check Request requires two invalid submissions
- The error code **“E0006 The value of element 1.05 is inconsistent with the value of element 2.038”** is NOT a valid error
- 4-6 weeks for results to come back
- Must use CJIS Name Check Request Form 2017 (See Attachment 5)
- Complete **ONLY** the bottom half of the form
- Must put the two TCN numbers that start with **E2017**
- Send all Name Search inquiries to myself



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## Sample Name Check

Subject of Name Check

- Two Transaction Control Numbers (TCN, E#s) of the subject's fingerprint submission:
  - (1) **E201720151210110055** (2) **E201720151210141159**
  - 
  - \*Name: DEBORAH NORTON \*Alias: N/A
  - 
  - \*Date of Birth: 01/03/1965 Place of Birth: DC Sex: F Race: B
  - 
  - \*Social Security Number: 123-45-6789 Miscellaneous Number: \_\_\_\_\_
  - 
  - State Identification Number: \_\_\_\_\_ OCA: DCCONT01
- \*Items in RED are mandatory fields.

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## Billing/Invoices

- Billing/Invoices are handled by Beverly Carter
- They are sent out at the beginning of the month for the previous month submissions
- Send updated POC and mailing address to Beverly Carter  
[@beverly\\_carter@nigc.gov](mailto:beverly_carter@nigc.gov)

7/7/2017

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## Things to Remember

- When an applicant is up for renewal, **DO NOT** send an old set of prints 
- If you're unsure if a submission was received, please email or call me before resubmitting
- If you're waiting for a response or missing one, please email or call me before resubmitting
- If within your submission software it reads **"Queued for Transmission"**
- Live scan device calibrated or clean
- Changes in staff, married/divorce, email address

7/7/2017

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## Most Recent Changes

- NIGC Correct Mailing Address 
  - NIGC Attn: (whoever it is addressed to)**
  - C/O Department of the Interior**
  - 1849 C Street N.W.**
  - Mail Stop #1621**
  - Washington, D.C., 20240**
- 2017 CJIS Name Check Form
- Amended MOU, March 2017
- Fingerprint processing fee \$18 per submission

7/7/2017

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 **Questions & Answers**



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 **My Contact Information**

Deborah Norton

 202.632.7034 (desk)

202.213.6473 (cell)

[deborah\\_norton@nigc.gov](mailto:deborah_norton@nigc.gov) 

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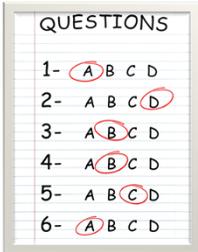
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 **Knowledge Review**

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



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## Poll Everywhere

### Knowledge Review – NIGC Electronic Fingerprint Program

When the survey is active respond at [PollEv.com/nigc](http://PollEv.com/nigc)

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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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**Eval - NIGC Electronic Fingerprint Program**  
When survey is active, respond at [PollEv.com/nigc](http://PollEv.com/nigc)

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**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)  
© 2014 surveys underway

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## Table 1. EFTS/NIGC Descriptors

### Type 1 NIST Data Descriptors

Identifier	Field Number	Field Name	Character Type	Field Size Per Occurrence		Occurrences		O/M Opt. /Mand.
				Min	Max	Min	Max	
LEN	1.01	Logical Record Length	N	2	3	1	1	M
VER	1.02	Version Number	N	4	4	1	1	M
CNT	1.03	File Content	N	9	48	1	1	M
TOT	1.04	Type Of Transaction	A	4	4	1	1	M
DAT	1.05	Date	N	8	8	1	1	M
PRY	1.06	Priority	N	1	1	0	1	M Default to 2.
DAI	1.07	Destination Agency Identifier	AN	9	9	1	1	M
ORI	1.08	Originating Agency Identifier	AN	9	9	1	1	M
TCN	1.09	Transaction Control Number	ANS	10	40	1	1	M
TCR	1.10	Transaction Control Reference	ANS	10	40	0	1	O
NSR	1.11	Native Scanning Resolution	NS	5	5	1	1	M
NTR	1.12	Nominal Transmitting Resolution	NS	5	5	1	1	M

Items in blue have special NIGC requirements beyond those of the EFTS. (See Section 1.8 - Data Requirements)

**Table 2. EFTS/NIGC Descriptors Continued**

**Type 2 NIST Data Descriptors**

Data Elements	NIST Field Number	Field Type Alpha Numeric Special	Field Size		Occurrences		O/M Optional/ Mandatory
			Min	Max	Min	Max	
Logical Record Length	2.001	N	2	7	1	1	M
Image Designation Character	2.002	N	2	2	1	1	M
Retention Code	2.005	A	1	1	1	1	M
Attention Indicator	2.006	ANS	3	30	0	1	O
Send Copy To	2.007	ANS	9	19	0	9	O
Originating Agency Case Number	2.009	ANS	9	9	1	1	M
FBI Number	2.014	AN	1	9	0	5	O
Social Security Number	2.016	N	9	9	0	4	M
Miscellaneous Identification Number	2.017	ANS	4	15	0	4	O
Name	2.018	AS	3	30	1	1	M
Aliases	2.019	ANS	3	30	0	10	O
Place of Birth	2.020	A	2	2	1	1	M
Country of Citizenship	2.021	A	2	2	0	1	O
Date of Birth	2.022	N	8	8	1	5	M
Sex	2.024	A	1	1	1	1	M
Race	2.025	A	1	1	1	1	M
Scars, Marks, Tattoos	2.026	AS	3	10	0	10	O
Height	2.027	AN	3	3	1	1	M
Weight	2.029	N	3	3	1	1	M
Eye Color	2.031	A	3	3	1	1	M
Hair Color	2.032	A	3	3	1	1	M
Reason Fingerprinted	2.037	ANS	1	75	1	1	M
Date Printed	2.038	N	8	8	1	1	M
Employer and Address	2.039	ANS	1	120	0	1	O
Occupation	2.040	ANS	1	50	0	1	O
Residence of Person Fingerprinted	2.041	ANS	1	120	0	1	O
Military Code	2.042	A	1	1	0	1	O
Image Capture Equipment	2.067	ANS			0	1	O
Make			1	25	1	1	M
Model			1	25	1	1	M
Serial No.			1	50	1	1	M
Request for Rap Sheet	2.070	A	1	1	0	1	O
Controlling Agency Identifier	2.073	ANS	9	9	1	3	M
Amputated or Bandaged	2.084	C			0	9	Condit.
Finger Number		N	2	2	1	1	M
Amp/Ban Code		A	2	2	1	1	M

Error Code	Error Message	Troubleshooting
Error 1	The command line parameter %1 cannot be used in conjunction with the command line parameter %2.	The two command line parameters stated within quotation marks conflict with one another and cannot be used together in any given command line.
Error 2	Invalid Connection Entry name. The Connection Entry name cannot contain any of the following characters...	An invalid character was entered in the connection entry name field of the dialog for creating new, or modifying existing connection entries.
Error 3	Invalid TCP port specified. Valid range is %1 to %2.	An invalid TCP port number was entered on the Transport tab of the dialog for creating new, or modifying existing connection entries.
Error 4	Invalid Peer Response Timeout specified. Valid range is %1 to %2.	An invalid peer response timeout was entered on the Transport tab of the dialog for creating new, or modifying existing connection entries.
Error 5	No hostname exists for this connection entry. Unable to make VPN connection.	A connection attempt was made using a connection entry that does not contain a host name/address entry. A host name or address must be specified in the connection entry in order to attempt a VPN connection.
Error 6	The connection entry %1 does not exist.	The command line specified a connection entry that does not exist.
Error 7	Group passwords do not match. Enter the same password in both text boxes.	The group authentication password fields on the Authentication tab of the dialog for creating new, or modifying existing connection entries, have different values. The Password and Confirm Password fields must contain the same values
Error 8	Unable to update Start Before Logon setting.	The VPN Client was unable to save the start before logon setting of the Windows Logon Properties dialog to the file vpnclient.ini. The file attributes may have been changed to read only or there may be a problem with the file system.
Error 9	Unable to update Disconnect VPN connection when logging off setting.	The VPN Client was unable to save the Disconnect VPN connection when logging off setting of the Windows Logon Properties dialog to the file vpnclient.ini. The file attributes may have been changed to read only or there may be a problem with the file system.
Error 10	Unable to update Allow launching of third party applications before logon setting.	The VPN Client was unable to save the Allow launching of third party applications before logon setting of the Windows Logon Properties dialog to the Windows registry. The user must have administrator privileges to save this setting.

		though the setting should be grayed out if this is not the case. There is likely a system problem with the registry.
Error 11	Registration of CSGINA.DLL failed.	The VPN Client was unable to register its CSGINA.DLL with the Windows operating system. The DLL may have been altered or corrupted.
Error 12	Unable to retrieve auto-initiation status.	The VPN Client was unable to retrieve the current status for determining if automatic VPN initiation must be initiated. The VPN Client service or daemon may be stopped, hung, or not running; or inter-process communication between the service/daemon and the GUI application may have failed.
Error 13	Unable to update Automatic VPN Initiation Enable setting.	The VPN Client was unable to save the Automatic VPN Initiation Enable setting of the Automatic VPN Initiation dialog to the file vpnclient.ini. The file attributes may have been changed to read only or there may be a problem with the file system.
Error 14	Unable to update Automatic VPN Initiation Retry Interval setting.	The VPN Client was unable to save the Automatic VPN Initiation Retry Interval setting of the Automatic VPN Initiation dialog to the file vpnclient.ini. The file attributes may have been changed to read only or there may be a problem with the file system.
Error 15	Invalid Retry Interval specified. Valid range is %1 to %2.	An invalid retry interval was entered in the Automatic VPN Initiation Retry Interval field of the Automatic VPN Initiation dialog. The value must be within the range specified in the error message.
Error 16	The connection entry %1 already exists. Choose a different name.	The user is attempting to create a new connection entry with the same name as an existing connection entry.
Error 17	Unable to create connection entry.	The VPN Client was unable to save the new connection entry to a file on the hard drive. There may be a problem with the file system.
Error 18	Unable to rename connection entry.	The VPN Client was unable to rename the connection entry. The new connection entry name may already exist, or there may be a problem with the file system.
Error 19	Unable to save the modified connection entry.	The VPN Client was unable to save the modified connection entry to its file on the hard drive. The file attributes may have been changed to read

		only or there may be a problem with the file system.
Error 20	Unable to duplicate connection entry.	The VPN Client was unable to duplicate the connection entry. The duplicate connection entry name may already exist or be too long, or there may be a problem with the file system.
Error 21	Unable to delete connection entry %1.	The VPN Client was unable to delete the connection entry. The file containing the connection entry may no longer exist or may be protected, or there may be a problem with the file system.
Error 22	Unable to import connection entry %1.	The VPN Client was unable to import the connection entry. The connection entry attempting to import may not exist. A connection entry with the same name as the entry being imported may already exist. There may be a problem with the file system.
Error 23	Unable to erase encrypted password for connection entry %1.	The VPN Client was unable to erase the encrypted user password in the connection entry. The connection entry file attributes may have been changed to read only or there may be a problem with the file system.
Error 24	Unable to update connection entry %1.	The VPN Client was unable to write the connection entry modifications to the connection entry's file on the hard drive. The file attributes may have been changed to read only or there may be a problem with the file system.
Error 25	%1() for the short cut file %2 failed with %3h.	The function specified in the error message failed while attempting to create a short cut file to the VPN Client GUI for a particular connection entry. The hexadecimal number in the error message is the error returned by the function specified.
Error 26	Unable to build a fully qualified file path while creating the short cut file %1.	The VPN Client was unable to build a fully qualified file path for the shortcut file. There may be a problem with the file system.
Error 27	Unable to create the shortcut file %1.	The VPN Client was unable to get a pointer to the IShellLink interface from the system in order to create the shortcut file.
Error 28	Reached end of log, no match found.	The VPN Client could not find a match for the search string in the log.
Error 29	The third-party dial-up program could not be started.	The VPN Client was unable to launch the third-party dial-up program specified in the connection entry in order to establish a VPN connection.

Error 30	The selected connection entry uses the Microsoft CryptoAPI certificate store. This connection entry can not be used until you have logged in to your workstation.	The user is attempting to establish a VPN connection before logon using a connection entry that is configured to use a Microsoft CryptoAPI certificate for authentication. Such a certificate cannot be used until after the user has logged into the workstation.
Error 30	The selected connection entry uses the Microsoft CryptoAPI certificate store. This connection entry can not be used until you have logged in to your workstation.	The user is attempting to establish a VPN connection before logon using a connection entry that is configured to use a Microsoft CryptoAPI certificate for authentication. Such a certificate cannot be used until after the user has logged into the workstation.
Error 32	Unable to verify certificate %1.	The selected certificate could not be verified. Possible misconfiguration issue with the certificate authentication (CA) server.
Error 33	Unable to delete certificate %1 from certificate store.	The VPN Client was unable to successfully delete the selected certificate from the certificate store.
Error 34	Unable to show details for certificate %1.	The VPN Client was unable to successfully open and access the selected certificate in order to display the certificate's details.
Error 35	Unable to export certificate. Invalid path %1.	The export path provided for the certificate is invalid.
Error 36	Unable to export certificate %1.	The export source or destination for the certificate was invalid and the certificate could not be exported.
Error 37	An export path must be specified.	The user did not provide a file path for exporting the selected certificate
Error 38	Certificate passwords do not match. Enter the same password in both text boxes.	The Password and Confirm Password fields of the Export Certificate dialog must both contain the same values.
Error 39	Unable to import certificate.	The VPN Client was unable to import the certificate. The file path for the certificate may be incorrect or there may be a problem with the file system.
Error 40	An import path must be specified.	The user did not provide a file path for import a certificate.
Error 41	Certificate passwords do not match. Enter the same password in both text boxes.	The New Password and Confirm Password fields of the Import Certificate dialog must both contain the same values.
Error 42	Unable to create certificate enrollment request.	The VPN Client was unable to create an enrollment request to enroll the certificate with a certificate authority.

Error 43	Certificate enrollment failed, or was not approved.	The certificate enrollment request failed or was not approved by the certificate authority.
Error 44	Certificate is not valid, or not an online enrollment request.	The user attempted to resume enrollment of a certificate that is not valid or does not have a pending enrollment request.
Error 45	Passwords do not match. Try again.	The value entered in the Confirm new password dialog did not match the value entered in the Enter new password dialog when attempting to change a certificate password.
Error 46	Change password for certificate %1 failed.	The VPN Client was unable to change the password for the certificate.
Error 47	Failed to load ipseclog.exe.	The VPN Client was unable to launch the ipseclog.exe application. Log messages will not be saved to the log file.
Error 48	Unable to stop service/daemon.	The VPN Client was unable to stop the service/daemon. The service/daemon may be hung or there is a problem with the system's service/daemon management.
Error 49	GI_VPNStop failed. Unable to disconnect.	The VPN Client failed to send a stop request for terminating the VPN connection to the service/daemon. The service/daemon may be stopped, hung, or not running. Communication with the service/daemon may have failed.
Error 50	Service/daemon is not running.	The VPN Client service/daemon is not running. VPN connections cannot be established/terminated via the GUI.
Error 51	IPC socket allocation failed with error %1h.	The VPN Client failed to create an inter-process communication socket in order to communicate with the service/daemon. VPN connections cannot be established/terminated via the GUI. Refer to Related Information for link to search on Cisco bug ID CSCed05004.
Error 52	IPC socket deallocation failed with error %1h.	The VPN Client failed to close an inter-process communication socket that is used to communicate with the service/daemon while terminating. Subsequent use of the GUI may be unable to communicate with the service/daemon.
Error 53	Secure connection to %1 was unexpectedly dropped.	The VPN connection was lost due to something other than termination by the VPN Client GUI. The connection could have been terminated by the user via the CLI, or internet connectivity may have been lost.
Error 54	The authentication passwords do not match. Enter the same	The user was asked to enter a new authentication password in the extend authentication dialog and

	password in both text boxes.	did not enter the same values into the New Password and Confirm Password fields. Both fields must contain the same values.
Error 55	The authentication PINs do not match. Enter the same PIN in both text boxes.	The user was asked to enter a new authentication PIN in the extend authentication dialog and did not enter the same values into the New PIN and Confirm PIN fields. Both fields must contain the same values.
Error 56	Unable to start the VPN connection.	The VPN Client failed to send a start request for establishing the VPN connection to the service/daemon. The service/daemon may be stopped, hung, or not running. Communication with the service/daemon may have failed.
Reason 401	An unrecognized error occurred while establishing the VPN connection.	VPN connection was not established because of an unrecognized reason. Please check client logs for details.
Reason 402	The Connection Manager was unable to read the connection entry, or the connection entry has missing or incorrect information.	Either the connection profile is missing or does not have all the information. To fix this problem, you can either select another connection profile, or fix the current connection entry. Connection profiles are located in <client installation directory>profiles. On most machines, this is C:\Program Files\Cisco Systems\VPN Client\profiles. To fix this problem, replace the connection profile file from the profiles directory. This file can be copied from a machine that has the correct entry of this file.
Reason 403	Unable to contact the security gateway.	This can happen because of multiple reasons. One of the reasons that users can get this message is because IKE negotiations failed. Check the client logs for details.
Reason 404	The remote peer terminated the connection during negotiation of security policies.	Check the remote peer (head-end) logs to determine the cause for this failure.
Reason 405	The remote peer terminated connection during user authentication.	This reason is not currently used.
Reason 406	Unable to establish a secure communication channel.	This reason is not currently used.
Reason 407	User authentication was cancelled by the user.	A user hit the cancel button (instead of OK) in the VPN Client user authentication dialog.
Reason 408	A VPN connection is already in the process of being	A connection is already in process.

	established.	
Reason 409	A VPN connection already exists.	A VPN connection already exists.
Reason 410	The Connection Manager was unable to forward the user authentication request.	This is not currently used.
Reason 411	The remote peer does not support the required VPN Client protocol.	The remote peer is either not a Cisco device or it does not support the VPN Client protocol specification. The remote peer is not responding to the client's request to establish the connection. Make sure you can ping the remote peer, or check remote peer logs for why it is not responding to the client.
Reason 412	The remote peer is no longer responding.	
Reason 413	User authentication failed.	Either the user entered wrong user authentication information, or the client was not able to launch the XAuth (user authentication) process. The VPN Client was not able to establish the TCP connection for IPSec over TCP connection mode. Please try IPSec over UDP or straight IPSec. Please look at client logs for details.
Reason 414	Failed to establish a TCP connection.	Please make sure that pptool.exe is present in the client installation directory (this is generally C Program FilesCisco SystemsVPN Client. If this file is not present, uninstall and reinstall the client.
Reason 415	A required component PPPTool.exe is not present among the installed client software.	The peer has advised you to use a different gateway.
Reason 416	Remote peer is load balancing.	
Reason 417	The required firewall software is no longer running.	The required firewall is not running.
Reason 418	Unable to configure the firewall software.	The peer sent an unrecognized firewall message.
Reason 419	No connection exists.	This is an unexpected error. Please check client logs for details.
Reason 420	The application was unable to allocate some system resources and cannot proceed.	The system ran out of memory. If you think the system has enough memory, reboot the machine and try again.
Reason 421	Failed to establish a connection to your ISP. Failed to establish a dialup connection.	View the client logs for details.

Reason 422	Lost contact with the security gateway. Check your network connection.	The machine's IP address changed or the machine is no longer connected to the Internet. Note The VPN Client is required to disconnect the VPN tunnel for security reasons, if the machines IP Address has changed.
Reason 423	Your VPN connection has been terminated.	Either the user disconnected the VPN tunnel, or there was an unexpected error.
Reason 424	Connectivity to Client Lost by Peer.	Connection disconnected by the peer. Check the peer logs for details.
Reason 425	Manually Disconnected by Administrator.	Administrator manually disconnected the VPN tunnel.
Reason 426	Maximum Configured Lifetime Exceeded.	The VPN Client exceeded the maximum configured lifetime for a session. This value is configured on the peer (head-end) device.
Reason 427	Unknown Error Occurred at Peer.	Peer disconnected tunnel. Check the peer logs for details.
Reason 428	Peer has been Shut Down.	Peer was shut down.
Reason 429	Unknown Severe Error Occurred at Peer.	Check the peer logs for details.
Reason 430	Configured Maximum Connection Time Exceeded.	VPN Client has been connected for longer than allowed by the peer.
Reason 431	Configured Maximum Idle Time for Session Exceeded.	The VPN connection was idle for longer than the time allowed by the administrator.
Reason 432	Peer has been Rebooted.	The peer has been rebooted.
Reason 433	Reason Not Specified by Peer.	The peer gave no reason for disconnecting the tunnel. Check the peer logs for details.
Reason 434	Policy Negotiation Failed.	Client and peer policies do not match. Try changing peer policies (try using 3DES, AES, and so forth) and then try again.
Reason 435	Firewall Policy Mismatch.	Firewall policies do not match with what was configured by the peer.
Reason 436	Certificates used have Expired.	The certificate used in the connection profile has expired. Update the certificate configured in the client profile, and then try again.
Warning 201	The necessary VPN sub-system is not available. You can not connect to the remote VPN server.	The VPN Client GUI has detected that it cannot communicate with the client service/daemon. The service/daemon may be stopped, hung, or not running. Communication with the service/daemon may have failed. Uninstall the VPN Client(see Related Information for link) and the anitvirus on the computer, then reinstall

the VPN Client.

- Warning 202 If you disable this feature, the %1 will not automatically disconnect your VPN connection when you logoff. As a result, your computer may remain connected after logoff.
- Warning 203 You do not have write privileges for this connection entry. It will be opened read-only.
- Warning 204 The certificate %1 associated with this Connection Entry could not be found. Please select a different certificate or click Cancel.
- Warning 205 You must use a Smart Card with this connection. Please insert the Smart Card before attempting a connection.
- The user has disabled the Disconnect VPN connection when logging off setting of the Windows Logon Properties dialog.
- The user is attempting to modify a connection entry whose file attributes have been set to read only.
- The user is attempting to modify a connection entry that has a certificate associated with it. But the certificate associated with the profile was not found. It could be that the certificate lives on a smart card which is not connected to the system right now. Therefore, hitting cancel is a valid option.
- This warning means that the current profile requires the use of smart card, and no smart card is present on the system. The user should insert the correct smart card and should re-connect, or the user should select a different profile to connect.



## CJIS Information Letter

March 16, 2001

The CJIS Division provides contributors with information to assist them in successfully processing fingerprints in the Integrated Automated Fingerprint Identification System (IAFIS). This electronic integration of fingerprints and criminal histories is designed to quickly process submissions containing images in the 14 fingerprint blocks (ten rolled impressions and four plain or "flat" impressions). However, rejected fingerprint submissions slow the identification process. The following information lists the most common problem areas in the IAFIS, in order of frequency, that cause fingerprint submissions to be rejected.

### Five Most Common Reasons for Rejection in the IAFIS

Reject Code	Error Condition	Error Description	Explanation
L0113	The charge is not serious.	This submission references an arrest charge representing a noncriterion offense.	Criminal fingerprint submissions with a noncriterion offense can be processed if they are submitted with a retention status of "N".
L0008	The quality of the characteristics is low.	The quality of the characteristics is too low to be used.	If the FBI's Automated Fingerprint Identification System (AFIS) cannot read the card because the quality of the characteristics is low, the System will reject the card.
L0118	ITN Image Quality/Sequence Error	Erroneous or incomplete fingerprint(s) are on the images. The fingerprints or hands are out of sequence, printed twice, or missing with no reason given.	The CJIS Division provides a free-text message with this code specifying the reason for rejection.
L0116	Fingerprint Pattern Quality Error	Fingerprint pattern(s) are not discernible.	If FBI fingerprint examiners cannot discern the fingerprint patterns, they will reject the card.
L0115	Other QC Error	A quality control (QC) error has occurred.	The CJIS Division provides a free-text message with this code. The most common message is "clarify charge."

**Top Seven FBI/IAFIS Rejects Codes\* Based on August 06-August 07 data**

<b>No.</b>	<b>Percent of total rejects</b>	<b>Reject Code</b>	<b>Condition</b>	<b>Description</b>	<b>Additional Information</b>	<b>How to Prevent</b>
1	43%	L0008	Characteristics Quality Low	The quality of characteristics is too low to be used.	This reject occurs when the image quality score is above the acceptable threshold as determined by IAFIS.	Ensure each fingerprint is rolled fully and clearly. Ensure delta(s) and core(s) are present for each fingerprint.
2	14%	L0118	ITN Image Quality / Sequence Error	Erroneous or incomplete fingerprint (s) on images: fingers or hands out of sequence; printed twice; (and / or) missing (fingerprints) and no reason given.	This reject occurs when the fingerprint images are not in the correct sequence or images are missing without a reason given. The two acceptable reasons for missing images are Amputation or Unable to Print.	Ensure each rolled fingerprint is in the correct position by comparing with the fingerprint impressions taken simultaneously (plain/flat impressions). Ensure a reason is provided for any missing images. Use either Amputation or Unable to Print.
3	10%	L0116	Fingerprint Pattern Quality Error	Fingerprint pattern(s) not discernable.	This reject occurs when the images are poor quality as determined by an FBI Fingerprint Examiner.	Ensure each fingerprint is rolled fully and clearly. Ensure delta(s) and core(s) are present for each fingerprint.
4	8%	L0032	Duplicate DOA and DOS	Cannot update subject's record because date of arrest (DOA) (MM/DD/YYYY) and corresponding date of arrest suffix (DOS) (MM/DD/YYYY) already exist.	This reject occurs most often in Criminal fingerprint submissions. It occurs when the fingerprint submission is a duplicate.	Do not submit the same transaction multiple times.
5	7%	H0001	Required Header Element Missing	Mandatory Element [X] was not supplied in message header (X is the field element).	This reject occurs when a mandatory field is not supplied, such as Date Of Arrest (DOA). The specific field missing should be defined in a free-text message accompanying the reject code.	Ensure the submission data contains all mandatory fields.
6	3%	L0117	Fingerprint Pattern Area Error	Insufficient pattern area(s) recorded for identification purposes.	This reject occurs when the fingerprint images have not been rolled fully (from "nail to nail").	Ensure each fingerprint is rolled fully and clearly. Ensure delta(s) and core(s) are present for each fingerprint.
7	3%	E0004	EFTS Record Parse Error	EFTS logical record type [X] containing Image Designation Character (IDC) of [Y] in message does not comply with message. Contents or Length field values or the record is not parseable.	This reject occurs when the fingerprint images are not compliant to the FBI's Electronic Fingerprint Transmission Specification (EFTS)/Electronic Biometric Transmission Specification (EBTS).	Ensure data elements are consistent with the FBI's Electronic Fingerprint Transmission Specification (EFTS)/Electronic Biometric Transmission Specification (EBTS).

**TABLE M-1. TRANSACTION ERROR MESSAGES**

Code	Error Condition	MDD Error Description	Count	Insert#1	Insert#2	Insert#3
A0001	Unauthorized ULF delete	Requested deletion from ULF not authorized.	0			
A0004	Unauthorized EFTS transaction	Requestor is not authorized for transaction type %1.	1	TOT of incoming message		
A0008	Unauthorized ULF Add Confirm	Requested ULF Add Confirm request not authorized.	TBD			
A0009	Latent Search Queue Request Reject	This Latent Search Queue modification request is invalid.				
E0001	Required element missing	Mandatory IAFIS-generated element %1 was not supplied in message.	1	Element Name	Element Value	
E0002	Element failed validation	Element %1, with value of [%2] contains invalid data.	2	Element Name	Element Value	
E0003	Element failed validation	Element %1, with value of [%2] contains invalid data. The data may not comply with the acceptable range of values.	2	Element Name	Element Value	
E0004	EFTS record parse error	EFTS logical record type %1 containing IDC of [%2] in message does not comply with message Contents or Length field values or the record is not parseable.	2	Logical Record Type	IDC value or the value -1 if the named logical record is missing or is a Type 1 record.	
E0005	EFTS field parse error	EFTS field %1 could not be parsed. Check use of separator characters and presence of all required subfields.	1	Field Tag		
E0006	Field relationship error	The value of element %1 is inconsistent with the value of element %2.	2	Element Name	Element Name	
H0001	Required header element missing	Mandatory element %1 was not supplied in message header.	1	Element Name		
H0002	Header element failed validation	Header element %1, with value of [%2] contains invalid data.	2	Element Name	Element Value*	
H0003	Header element failed validation	Header element %1, with value of [%2], contains invalid data. The data may not comply with the acceptable range of values.	2	Element Name	Element Value	
L0001	SLC Repositories Full	SLC repositories is full; cannot add another subject.	0			
L0002	Subject does not exist in Criminal or Civil File	Subject with identifier %1 does not exist in repository.	1	UCN		

Code	Error Condition	MDD Error Description	Count	Insert#1	Insert#2	Insert#3
L0003	SLC Repository does not exist	Cannot perform requested action, SLC repository %1 does not exist. Inform Segment Administrator of possible SLC File Synchronization error.	1	NDR		
L0004	File image not available	The images for subject identifier %1 are not available from repository %2.	2	UCN	NDR	
L0005	High Penetration Search Rejected	Latent search penetration estimate of %1 percent exceeds the allowable limit of %2 percent.	2	Request Percent	Authorization Cap	
L0006	Invalid image type	The supplied image(s) could not be used for characterization of subject.	0			
L0007	Features not usable	The supplied features could not be used for requested search.	0			
L0008	Characteristics quality low	The quality of the characteristics is too low to be used.	0			
L0009	Image decompression error	Error occurred during decompression of the fingerprint images.	0			
L0010	Cannot search an empty SLC repository	A search request was made against SLC repository number %1 which currently contains no subjects. To differentiate from a search with no results, this error is being returned.	1	NDR		
L0011	Subject already exists, duplicates not allowed in Criminal or Civil Files	A request was made to add subject identifier %1 to Criminal or Civil File in which the subject already exists.	1	UCN		
L0013	General Logic Error	A general logic error was detected that is not currently defined. Optional error message: %1 %2 %3	0-3	Free Text	Free Text	Free Text
L0018	Latent search queue full	The requested search exceeds the allocation for your organization or	0			
L0019	Subject already exists, duplicate identifiers not allowed in SLC file	A request was made to add subject identifier %1 to SLC repository %2 in which the subject already exists. Subjects may NOT be duplicated within this repository.	2	UCN	NDR	
L0020	Subject does not exist in SLC file	A request was made to delete or update subject identifier %1 to SLC repository %2. The subject does not exist in this repository.	2	UCN	NDR	
L0023	SID required	NFF participants must provide a SID on a criminal retain ten print submission.	0			

Code	Error Condition	MDD Error Description	Count	Insert#1	Insert#2	Insert#3
L0024	SID already exists for NFF submission	The SID provided in the criminal ten print submission, %1, is already associated with the subject with FBI number %2 and could not be established for a new NFF subject. L0025 SID already exists The SID provided in the criminal ten print submission, %1, is already associated with the subject with FBI number %2 and could not be established for a new subject.	2	SID	FNU	
L0026	PUR not allowed for subject	Purpose code not allowed for subject %1.	1	FNU		
L0028	Exceeded ICO maximum length	Cannot add data because the maximum length of ICO field would be exceeded. There are only %1 characters remaining in the ICO field.	1	Number of unused bytes remaining in ICO field (ASCII representation).		
L0032	Duplicate DOA and DOS	Cannot update subject's record because DOA %1 and corresponding DOS already exist.	1	DOA		
L0033	Element Entry Limit Exceeded	Update of record would cause the maximum number of entries of the %1 field to be exceeded.	1	Field Name		
L0034	Existing identification comments	Cannot overwrite existing ICO.	0			
L0035	DOD prior to DOA	Date of arrest in submission is after date of death in subject's record.	0			
L0036	Conversion anomaly	Cannot add a conversion cycle for an NFF participating state.	0			
L0037	DOA not later than existing DOB	Date of arrest in submission is prior to existing date of birth in the subject's record.	0			
L0038	SID already exists from NFF state	Cannot establish new SID %1 for this subject because your state has already established SID %2 for this subject.	2	SID from submission	Existing SID	
L0040	No Matching DOA/DOS	There is no matching DOA/DOS in the subject's record.	0			
L0041	Cannot Update Due to Inactive Data	The subject's cycle cannot be updated due to inactive status.	0			
L0042	No Matching Court Data	Matching court data does not exist.	0			
L0043	No Corresponding Court Count	Cannot add supplemental court data - no corresponding count.	0			
L0044	No Update Of NFF Record	Cannot update NFF record.	0			
L0045	Data Already On File	Cannot update this cycle - data already exists in record.	0			

Code	Error Condition	MDD Error Description	Count	Insert#1	Insert#2	Insert#3
L0046	TPTP Notify Error	AFIS Search number %1 or candidate number %2 cannot be associated with previous search.	2	SCNA	UCN	
L0047	ULF Add Confirm Error	Cannot perform the ULF add confirm request for %1 because the subject is not present in the ULF.	1	SCNA		
L0049	No Matching Data Found	No data found to match input value %1 with record value %2.	2	Name of field	field value	
L0052	Submitter is not Authorized to Update Record	L0051 Cycle is not sealed. Cannot apply unseal request because cycle has not previously been sealed. Requestor is not authorized to perform the requested file maintenance	0			
L0057	Improper Finger Specified	Latent searches cannot process %1 possible finger positions for %2 supplied search fingers.	2	FGN_CNT	AFV_CNT	
L0058	UCN and NDR format incompatible	The designated repository (%1) does not correlate to the provided record format number (%2).	2	NDR	UCN	
L0059	Duplicate fingers	Ten finger information supplied for field %1 (%2) is incorrect.	2	Name of field	Field Value	
L0060	Death is already recorded for this subject.	An indication that this subject is deceased is currently present in this record.	0			
L0061	Non-matching DOB	DOB on submission document does not match DOB in record.	0			
L0062	Reference Element Name Mismatch	The element %1 provided for reference in this maintenance request is not present in this record.	1	Name of Field		
L0063	Existing Data Condition	Data cannot be added to this field, %1, because data is already present.	1	Name of Field		
L0064	Duplicate Data Condition	An attempt to add or modify data that duplicates existing data in field %1.	1	Name of Field		
L0065	SID/ORI Mismatch	The SID in the maintenance request is not consistent with the ORI in the arrest.	0			
L0072	No Match for Data	Cannot match data in field %1 in this maintenance request with any data in field %2 the record.	2	Field Name	Field Name	
L0078	Field Value Mismatch	Cannot find match in the database for %1 containing value %2.	2	Field Name	Field Value	
L0079	Invalid SID	The SID %1 failed III edit check.	1	SID value		

Code	Error Condition	MDD Error Description	Count	Insert#1	Insert#2	Insert#3
L0080	Pointer/Data Mismatch	Cannot update data associated with active state pointer because of mismatch with %I field.	1	Field Name		
L0081	Attempt to Modify Empty Field	A maintenance request has been made against empty field %I.	1	Field Name		
L0089	Year of Birth out of range	The year of birth in the maintenance request is not within ten years of the DOB(s) contained in the subject	0			
L0090	No Name Match	The name in the maintenance request does not match any name contained in the indicated subject	0			
L0098	Arrest Segment Data Error	This maintenance request must include ACH, AON, and AOL.	0			
L0106	ORU/ZIP	The format of the field ZIP is not consistent with the country specified by ORI.	0			
L0109	Poor Image Quality	The quality of the fingerprint images is too poor to permit processing.				
L0111	Image Sequence Error	Submitted ten-print finger images are out of sequence.				
L0112	No statutory authority	The agency indicated by the ORI or CRI in this submission is not authorized to request this service.				
L0113	Non-serious charge	This submission references an arrest charge representing a non-criterion offense.				
L0114	TOT/Submission Data Error	The TOT is not representative of the data contained in this submission.				
L0115	Other QC Error	Fingerprint pattern(s) not discernible				
L0116	Fingerprint Pattern Quality Error	Insufficient pattern area(s) recorded for identification purposes				
L0117	Fingerprint Pattern Area Error	Erroneous or incomplete fingerprint(s) on images; fingers or hands out of sequence; printed twice; missing and no reason given.				
L0118	ITN Image Quality/Sequence Error					
L0119	Charge listed needs literal translation	The charge listed in the submission requires that a literal translation be provided.				

Code	Error Condition	MDD Error Description	Count	Insert#1	Insert#2	Insert#3
L0122	No SLC Add	Unable to complete SLC Add for identifier %1 in repository %2 and user %3.	3	UCN	NDR	EID
L0123	No SLC Delete	Unable to complete SLC Delete for identifier %1 in repository %2 and user %3.	3	UCN	NDR	EID
L0125	Invalid ORI	This ORI, %1, is not present in the CCA file.	1	ORI value from Maintenance Request		
L0126	Invalid CRI	This CRI, %1, is not present in the CCA file.	1	CRI value from Maintenance Request		
L0131	Required element missing	Mandatory user-provided element %1 was not supplied in message.	1	Element Name		
L0132	STOT/NDR Discrepancy	The STOT, %1, for this request is not consistent with placing the images in the %2 file.	2	STOT value	Name of the target file (NDR)	
L0133	Fingerprint Image Submission Non-ident	The subject of this Fingerprint Image Submission contains FNU #%1, which is not contained in the FBI Subject Criminal History files.	1	FNU		
L0134	Ad Hoc Subject Search String Syntax Error	The submitted search string text contains a syntax error. The attachment includes the portion of the string up to the error, shown here: %1	1	AHSPARMS		
L0135	Ad Hoc Subject Search Candidate Cap Exceeded	The number of candidates meeting the submitted search criteria exceeds the maximum allowed. Refine the criteria before resubmitting the search.	1			
S0002	General segment error	A general segment error was detected that is not currently defined. Optional error message: %1 %2%3	0-3	Free Text	Free Text	Free Text
S0003	Invalid Environment	The message environment does not match the current environment.	0			
S0004	Transaction in Progress	A repeated message was received for which the transaction has already been started.	0			
S0005	Tenprint Search Notification Error	An error occurred during the routing and reporting of AFIS tenprint search notification.	0			

Code	Error Condition	MDD Error Description	Count	Insert#1	Insert#2	Insert#3
W0001	Authorized High Penetration Search Submitted	A high penetration search estimated at %1 percent is within the allowable limit of %2 and is being processed.	2	Request Percent	Authorization Cap	
W0002	Manual Arrest Records	The Criminal History of subject %1 is contained in the FBI manual files	1	FNU		
W0003	Unassigned FBI Number	Subject %1 may be in the FBI manual files, but does not exist in the Criminal History Files.	1	FNU		
W0004	Existing Post-Consolidation Information in Record	The consolidated record with kept FBI number %1 that was restored to unconsolidated records had information entered since the consolidation.	1	FBK		

Key Error Class

- A Authorization - Security Errors
- E Element - Intersegment and External Message Element Errors
- H Header - Intersegment Message Header Errors
- L Logic - Operational Errors
- R Error with Retry allowed
- S Status - Segment Status Errors
- W Warning only

Notes:

1. For errors detected in EFTS messages, the Element Name will be the EFTS Field Tag.
2. In the MDD Error description column, the % number expression represents the value provided in the like-numbered Insert column.

**CJIS Name Check Request**

**Please Type or Print Clearly**

Please complete the attached form to request a name check. Please be advised that an individual's fingerprints must be rejected twice for technical issues prior to requesting a name check.

**\*ORI of State/Federal/Regulatory Agency: USNIGC00Z**

**\*Your agency's Point of Contact (POC) for the response: Deborah Norton**

**\*Phone number of POC: 202-632-7034**

**\*Fax number of POC: 202-606-4935**

**\*Name and Address of requesting agency:**

**NIGC**

**90 K Street, N.E., Ste. 200**

**Washington, DC 20002**

**C/O Department of the Interior**

**1849 C Street N.W.**

**Mail Stop #1621**

**Washington, D.C., 20240**

**Responses will be faxed.**

**\*Please complete all the above fields.**

---

**Subject of Name Check**

**Two Transaction Control Numbers (TCN, E#'s) of the subject's fingerprint submission:**

(1) E2017

(2) E2017

**\*Name:** \_\_\_\_\_ **\*Alias:** \_\_\_\_\_

**\*Date of Birth:** \_\_\_\_\_ **Place of Birth:** \_\_\_\_\_ **Sex:** \_\_\_\_\_ **Race:** \_\_\_\_\_

**\*Social Security Number:** \_\_\_\_\_ **Miscellaneous Number:** \_\_\_\_\_

**State Identification Number:** \_\_\_\_\_ **OCA:** \_\_\_\_\_

**Please note the asterisked fields are required for Name Check searches, all other fields are optional. Results provided will be the results of biographical information included in the original fingerprint submission.**

**State Identification Bureau  
Contact List**

Alabama Bureau of Investigation Department of Public Safety	ALAST0000	334-353- 1100
Criminal Records & Identification Bureau Department of Public Safety	AK020055Y	907-269- 5581
Records and Identification Bureau Arizona Department of Public Safety	AZCCHPX00	602-223- 2783
Arkansas State Police State Identification Bureau	ARASP1300	501-618- 8500
California Department of Justice Bureau of Criminal Information & Analysis	CA0349400	916-227- 3854
Colorado Bureau of Investigation	COCBI0000	303-239- 4221
Criminal Justice Information Systems Department of Public Safety	CTCSP0100	860-685- 8113
Delaware State Bureau of Identification	DEDSP0000	302-672- 5300
DC Metropolitan Police Department	DCMPD0000	202-727- 4805
Florida Department of Law Enforcement	FL0370100	850-410- 7100
Georgia Bureau of Investigation	GAGBI0000	404-270- 8403
Hawaii Criminal Justice Data Center	HI002015Y	808-587- 3110
Idaho State Police/Bureau of Criminal Identification	ID001015Y	208-884- 7136
Illinois State Police/Bureau of Identification	IL0998900	815-740- 5339
Indiana State Police/Government Centre, North	INISP0000	317-232- 8265
Iowa Division of Criminal Investigation	IADCI0000	515-725- 6014
Kansas Bureau of Investigation	KSKBI0000	785-296- 8265
Kentucky State Police/Criminal Identification & Records Branch	KYKSP0000	502-227- 8700

Louisiana State Police/Bureau of Criminal Identification & Information	LALSP0000	225-925-6885
Maine State Police/State Bureau of Identification	MESPSBIOO	207-624-7241
Maryland CJIS/Department of Public Safety	MD004445Y	410-585-3633
Massachusetts State Police/State Identification Section	MA0131100	508-358-3212
Michigan State Police/Criminal Records Division	MI3300600	517-241-0421
Minnesota Department of Public Safety-BCA	MNBCA0000	651-793-1012
Mississippi Criminal Information Center Mississippi Department of Public Safety	MSMHP0000	601-933-2600
Missouri State Highway Patrol/Criminal Records & Identification Division	MOMHP0000	573-526-6153
Montana Department of Justice	MT025025Y	406-444-9759
Nebraska State Patrol	NBNSP0000	402-471-4545
Nevada Department of Public Safety	NV0131700	775-684-6201
New Hampshire State Police/Department of Safety	NHNSP0000	603-223-8402
New Jersey State Police/State Bureau of Ident	NJNSP0200	609-882-2000
New Mexico Department of Public Safety	NMNSP0000	505-827-9297
New York State Division of Criminal Justice Services	NY001015Y	518-485-6050
North Carolina State Bureau of Investigation/Department of Justice	NCBCI0000	919-662-4509
North Dakota Bureau of Criminal Investigation	NDBCA0000	701-328-5500
Ohio Bureau of Criminal Identification & Investigation	OHBCI0000	740-845-2105
Oklahoma State Bureau of Investigation	OKOBI0000	405-879-2504

Oregon State Police/Identification Services Section	OROSBI000	503-378-1808
Pennsylvania State Police/Bureau of Records & Identification	PAPSP0000	717-783-5588
Rhode Island Department of Attorney General/Bureau of Criminal Ident	RI004015Y	401-274-4400
South Carolina Law Enforcement Division	SCLED0000	803-896-7125
South Dakota Division of Criminal Investigation	SDDCI0000	605-773-3331
Tennessee Bureau of Investigation Records & Identification Records Section	TNTBI0000	615-744-4084
Texas Department of Public Safety	TX0000000	512-424-2524
Utah Bureau of Criminal Identification	UTBCI0000	801-965-4939
Vermont Criminal Information Center Vermont Department of Public Safety	VTVSP0000	802-241-5225
Virginia State Police/CJIS Division	VAVSP0000	804-674-4605
Washington State Patrol/Criminal Records Division	WAWSP0000	360-534-2101
West Virginia State Police/Criminal Records Section	WVWSP0000	304-746-2103
Wisconsin Department of Justice/Crime Information Bureau	WI013015Y	608-264-6207
Wyoming Criminal Justice Information Section	WY0110400	307-777-7181
Puerto Rico Technical Services Bureau	PRPPR0000	787-793-1234
US Virgin Islands Law Enforcement Planning Commission	VI0010000	340-774-6400
Guam Superior Court-Marshals Division	GM001055J	671-475-3315

Date \_\_\_\_\_

Contributor:

The enclosed fingerprints and/or correspondence are being returned to you because of reason(s) indicated below:

\_\_\_\_ Need original illegible fingerprint card to receive credit for processing.

\_\_\_\_ NIGC records show employees was terminated, please advise if fingerprint card is to be processed.

\_\_\_\_ Apparently mailed to us by mistake.

\_\_\_\_ (Contributor/ORI) (OCA) (Service) number omitted or incorrect.

\_\_\_\_ Name (not shown at top of card) (name and signature differ).

\_\_\_\_ Date of Birth (not given) (not clear) (incomplete).

\_\_\_\_ Social Security Number omitted.

\_\_\_\_ Place of Birth omitted.

\_\_\_\_ Essential information omitted or incomplete: \_\_\_\_ sex \_\_\_\_ descriptive data.

\_\_\_\_ Fingerprints illegible – submit another fingerprint card.

\_\_\_\_ Non-standard fingerprint card or form. Please re-submit.

\_\_\_\_ Need to send processing fee (\$21.00 per card).

\_\_\_\_ Signature of person fingerprinted omitted.

\_\_\_\_ Application incomplete/illegible, please re-submit.

\_\_\_\_ Fingerprint card for this individual has been previously processed; if processing needed, please re-submit with request to process.

\_\_\_\_ Other \_\_\_\_\_

After making appropriate changes and/or additions, please re-submit. Your cooperation is appreciated. If you have any questions, please contact \_\_\_\_\_ at 202-632-7003.

**APPLICANT**

FD-258 (REV/3-1-10) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

FBI

LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

*[Handwritten Signature]*

RESIDENCE OF PERSON FINGERPRINTED

90 K ST NE SUITE 200  
WASHINGTON, DC 20002

DATE OF FINGERPRINTING

2/21/11

ADDRESS AND ADDRESS

1849 C STREET, NW  
MAIL STOP #1021  
WASHINGTON, DC 20240

**Indian Gaming Licensee**

ALIASES AKA

NORTON DEBORAH A

O

USREGCOOZ

NATL IND GAMING COMPH  
WASHINGTON, DC

CITIZENSHIP

US

ISSUES

DECONTR01

FBI NO.

ARMED FORCES NO.

MNU

SOCIAL SECURITY NO.

123-45-6789

MISCELLANEOUS NO.

MNU

DATE OF BIRTH

01 03 1965

PLACE OF BIRTH

DC

LEAVE BLANK

CLASS

REF.

1. R. THUMB

2. R. INDEX

3. R. MIDDLE

4. R. RING

5. R. LITTLE

6. L. THUMB

7. L. INDEX

8. L. MIDDLE

9. L. RING

10. L. LITTLE

LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY

R. THUMB

L. THUMB

R. THUMB

L. THUMB

RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

ATTACHMENT 8

# TICS/SICS Workshop Course



# NIGC TICS & SICS WORKSHOP - Participant Guide



TICS/SICS  
Workshop

Shawna Ellis, NIGC Compliance  
Leslie Wallington, NIGC ISS



KEY POINTS

My Notes



## Participating with Poll Everywhere



# Poll Everywhere

1



Leader asks a question

2



Participants respond

3



Responses are displayed immediately!

### 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

# NIGC TICS & SICS WORKSHOP - 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

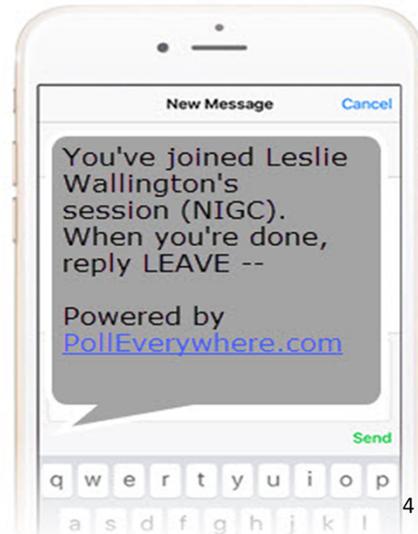
### My Notes

# NIGC TICS & SICS WORKSHOP - Participant Guide



## Using Your Phone to Participate

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

# NIGC TICS & SICS WORKSHOP - Participant Guide

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](https://www.polleverywhere.com)

## KEY POINTS

### 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
- E. Poll Title: How did you travel to the conference?
- F. [https://www.polleverywhere.com/multiple\\_choice\\_polls/yldbms0zVYqpf n5](https://www.polleverywhere.com/multiple_choice_polls/yldbms0zVYqpf n5)

## My Notes

# NIGC TICS & SICS WORKSHOP - Participant Guide



## Regulation Pyramid – How do they stack up?



6

### 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

# NIGC TICS & SICS WORKSHOP - Participant Guide



## 543 versus 542

543

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

542

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

7

### KEY POINTS

- Enhances the TGRA's authority and autonomy

### My Notes

# NIGC TICS & SICS WORKSHOP - Participant Guide



## Fraud Triangle



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

8

### KEY POINTS

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

### My Notes

# NIGC TICS & SICS WORKSHOP - 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.polleverywhere.com)

## KEY POINTS

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

## My Notes



# Hands on Activities

Applying what you learned

10

### KEY POINTS

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

Let's begin.

### My Notes



## Activity – Internal Controls

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



11

### KEY POINTS

Contribute to the class knowledge base by discussing this question in your group, writing down your group's responses and sharing with the class.

### ACTIVITY – How can you limit or minimize opportunity in your organization or operation?

Group Work

TIME: 10 minutes

**Supplies:** (per group)

Post It Note

Markers

#### Instructions:

1. Working in your groups.
2. Select a recorder and presenter.
3. Discuss and write down internal controls to apply to your operation.
4. Share with the class.

### My Notes



## Internal Control Examples

- Authorizations
- Limiting access
- Inventory control
- Dual counts
- Independence
- Signature controls
- Segregation of duties
- Checks and balances
- Reviews
- Reconciliations
- Physical inventory
- Audits
- Security restrictions
- Policies
  - Cash or Inventory Policy
  - Performance guidelines

12

### KEY POINTS

Here is a list of internal control examples which is not exhaustive, but is representative of common ones.

### My Notes

# NIGC TICS & SICS WORKSHOP - Participant Guide



## Workshop Wrap Up



542-543



Activity



Discussion

13

### KEY POINTS

#### 542-543

- Enhances the TGRA's authority and autonomy

#### Discussion

- MICS was written deliberately broad. They provide the flexibility to TGRA to expand on them to fit their operations.
- Tribes only have control over one element; opportunity. Limit opportunities by creating strong controls that mitigate risks.

#### Activity

- Identifying different internal controls that are currently in place or could be used at your operation.

### My Notes

# NIGC TICS & SICS WORKSHOP - Participant Guide

Would you be interested in receiving more  
indepth training on this topic?

Yes,  
definitely!

Possibly  
in the  
future.

Not at  
this time.

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

## KEY POINTS

If you would like more information or would like to request this training in person please go to [www.nigc.gov](http://www.nigc.gov) and hit the request training link.

Poll Title: Would you be interested in receiving more in-depth training on this topic?

- A. Yes definitely
- B. Possibly in the near future
- C. Not at this time

Poll Title: Would you be interested in receiving more indepth training on this topic?  
[https://www.polleverywhere.com/multiple\\_choice\\_polls/Ss088944gMTAQ2a](https://www.polleverywhere.com/multiple_choice_polls/Ss088944gMTAQ2a)

## My Notes

# NIGC TICS & SICS WORKSHOP - Participant Guide



## Questions

Contact Information:

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



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KEY POINTS

My Notes

# Auditing Revenue Course





## Auditing Revenue

Paul Bycroft  
Auditor – NIGC

11 January 2017

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## Supervision 543.24(a)

- Must be provided as needed for *bingo operations*
- Authority must be equal to or greater than those being supervised

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## Independence 543.24(b)

- Revenue audits must be performed by agent(s) *independent* of transactions being audited

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## Documentation 543.24(c)

- What needs to be documented and maintained?
  - Revenue audit procedures
  - Exceptions noted
  - Follow-up

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## Controls 543.24(d)

- Controls must be established and procedures implemented to audit of each of the following operational areas:
 

• Bingo	• Patron deposit accounts
• Pull-tabs	• Lines of credit
• Card games	• Drop and count
• Gaming promotions and player tracking	• Cage, Vault, cash and cash equivalents
• Complimentary services and items	• Inventory

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## Bingo 543.24(d)(1)

- Monthly, reconcile ending balance in bingo control log to bingo paper inventory
  - Investigate and document any variances
- Daily reconcile supporting documents to summarized paperwork or electronic records
- Monthly, review variances of bingo accounting data in accordance with established threshold
  - Investigate and document any variances

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### Bingo 543.24(d)(1)

- Monthly, review statistical reports for deviations from mathematical expectations exceeding threshold established by TGRA
  - Investigate and document deviations compared to mathematical expectations required to be submitted per 25 CFR Part 547.4
- Monthly, foot random sample of vouchers redeemed and trace totals to totals recorded in the voucher system and to cashier's accountability document

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### Pull Tabs 543.24(d)(2)

- Daily, verify the total amount of winning pull tabs redeemed
- Monthly, verify ending balance in pull tab control log to pull tabs inventory
  - Investigate and document any variance
- Monthly, compare amount of pull tab sales on control log to actual pull tab sales
  - Is it reasonable?

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### Pull Tabs 543.24(d)(2)

- Monthly, review statistical reports for any deviations exceeding threshold, as defined by TGRA
  - Investigate and document any large or unusual fluctuations noted

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### Card Games 543.24(d)(3)

- Daily, reconcile amount on progressive sign/meter
- Reconcile amount to the cash counted/ received by cage and payouts made for each promotional progressive pot and pool
  - Reconciliation must be documented and include reasons for differences and adjustments

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### Card Games 543.24(d)(3)

- Monthly, review all payouts for promotional progressive pots, pools, or other promotions
  - Verify:
    - Payout accuracy
    - Proper accounting treatment
    - Conducted in accordance with conditions provided to patrons
- At conclusion of each contest, reconcile all contest/tournament entry and payout forms to amounts recorded in accountability document

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### Gaming Promotions and Player Tracking 543.24(d)(4)

- Monthly, review promotional payments, drawings, and giveaway programs
  - Verify
    - Payout accuracy
    - Proper accounting treatment
    - Conducted in accordance with rules provided to patrons

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**Gaming Promotions and Player Tracking 543.24(d)(4)**

- Monthly, for computerized player tracking systems perform the following:
  - Review authorization documentation for all manual point additions/deletions for propriety
  - Review exception reports, including transfers between accounts
  - Review documentation related to access to inactive and closed accounts

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**Gaming Promotions and Player Tracking 543.24(d)(4)**

- Annually, review of configuration parameters for accuracy and appropriate management authorization.
  - Review by agent(s) independent of those setting up or make changes to system parameters
  - Document and maintain test results

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**Complimentary Services or Items 543.24(d)(5)**

- Monthly, review reports required in 25 CFR Part 543.13(d)
  - Report documents review of variances exceeding threshold, approved by TGRA
- These reports must be made available to those entities authorized by the TGRA, Tribal law or Ordinance

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**Patron Deposit Accounts  
543.24(d)(6)**

- Weekly, reconcile patron deposit account liability to the system record
- Weekly, review manual increases and decreases to/from player deposit accounts for proper authorization

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**Lines of Credit 543.24(d)(7)(i)**

- At least three times a year, agent(s) independent of cage, credit and collections must review:
  - Select a sample of line of credit accounts
  - Ascertain compliance with credit limits and other credit issuance procedures

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**Lines of Credit 543.24(d)(7)(i)**

- Three times a year, independent agent(s) must review (Cont.):
  - Reconcile outstanding balances of active and inactive accounts on accounts receivable listing to individual credit records and physical instruments
    - Once a year for inactive accounts
  - Examine line of credit records for appropriate collection efforts and payments are being properly recorded

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**Lines of Credit  
543.24(d)(7)(i)&(ii)**

- Three times a year, independent agent(s) must review (Cont.):
  - At least 5 days during review period, reconcile partial payment receipts to total payments recorded by cage
    - For the day
    - Account for receipts numerically
- Monthly, perform evaluation of collection percentage of credit issued
  - To identify unusual trends

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**Drop and Count 543.24(d)(8)(i)**

- Quarterly, test currency counter and currency counter interface
  - Unannounced tests
  - Test results documented, signed by agent and maintained
  - All denominations of currency and cash-out tickets counted by currency counter tested
  - May be performed by Internal Audit or TGRA

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**Drop and Count 543.24(d)(8)(ii)**

- Quarterly, test weigh scale and weigh scale interface
  - Unannounced tests
  - Test results documented, signed by agent and maintained
  - May be performed by Internal Audit or TGRA

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### Drop and Count 543.24(d)(8)(iii)

- For computerized key security systems controlling access to drop and count keys perform the following:
  - Quarterly, review report indicating transactions performed by individual(s) who add, delete and change users' access within the system

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### Drop and Count 543.24(d)(8)(iii)

- For computerized key security systems (Cont.):
  - Quarterly, review report indicating all transactions performed for any unusual drop and count key removals or key returns
  - Quarterly, review a sample of users assigned access to drop and count keys
    - Determine whether access to assigned keys is appropriate relative to their job position

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### Drop and Count 543.24(d)(8)(iv)

- For computerized key security systems (Cont.):
  - Quarterly, perform an inventory of all controlled keys and reconcile to records
    - Records include keys made, issued and destroyed
    - Investigate any keys unaccounted for
    - Document investigations

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**Cage, Vault, Cash and Cash  
Equivalents 543.24(d)(9)(i) & (ii)**

- Monthly, reconcile cage accountability to general ledger
- Monthly, trace amounts on cage deposits to amounts in bank statements

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**Cage, Vault, Cash and Cash  
Equivalents 543.24(d)(9)(iii)**

- Twice annually, count all funds in all gaming areas, kiosks, cash-out ticket redemption machines and change machines
  - Count all chips, tokens by denomination and type
  - Count individual straps, bags and imprest banks on a sample basis
  - Reconcile all amounts counted to amounts recorded on accountability forms to ensure proper recording

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**Cage, Vault, Cash and Cash  
Equivalents 543.24(d)(9)(iii)**

- Twice annual Count (cont.)
  - Count must be completed within same gaming day
  - Documentation evidencing the amount counted and comparison to accountability forms maintained
    - Counts must be observed by an individual independent of the department being counted
      - ✓ The individual responsible for the funds may perform actual count while being observed
    - Internal audit may perform and/or observe counts

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**Cage, Vault, Cash and Cash  
Equivalents 543.24(d)(9)(iv) & (v)**

- At least annually, select a sample to trace the dollar amount from the purchase invoice to the accountability document that indicates the increase to the chip or token inventory
- At fiscal year end, create and maintain documentation evidencing amount of chip/token liability from the previous year and explanations for adjustments to the liability account, including adjustments for chip/token float

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**Cage, Vault, Cash and Cash  
Equivalents 543.24(d)(9)**

- Monthly, review sample of returned checks to determine required information was recorded at the time check was accepted
- Monthly, review exception reports for all computerized cage systems for propriety of transactions and unusual occurrences
- Daily, reconcile all parts of forms used to document increases/decreases to total cage inventory,
  - Investigate and document variances

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**Cage, Vault, Cash and Cash  
Equivalents 543.24(d)(10)**

- Monthly, verify receipt, issuance and use of controlled inventory
  - Including, but not limited to, bingo cards, pull tabs, playing cards, keys, pre-numbered and/or multi-part forms
- Periodically, perform minimum bankroll calculations to confirm that sufficient cash is maintained

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## Questions




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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 - Auditing Revenue

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)

© 0 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 - Auditing Revenue**  
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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## SLOTS AUDIT PROGRAM

Gaming Date: \_\_\_\_\_ Date Performed: \_\_\_\_\_

Audited by: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

The auditor must sign off on all documents and check off each step of the audit program as it is completed. All audits are to be performed in red ink. Discrepancies must be researched immediately, documented, and corrected (as needed). An Exception Report will be completed and promptly distributed for all procedure violations. The auditor will verify that appropriate signatures are present on all documents and ensure signature authenticity by referring to the Signature Card File.

A. JACKPOTS/FILLS \$ \_\_\_\_\_

1. \_\_\_\_\_ Sort Jackpot and Fill tickets into FW5, FW6 and manual whiz machine sequences. Order each sequence by ticket number. Detach W-2G's, W-9's, and Paid-In/Paid-Out forms. Void or edit W-2G's as necessary in Jackpot/Fill. Record W-2G's in the Daily folder under Excel TXINFO and place in the tax deposit holding file.
2. \_\_\_\_\_ If there are manual Jackpot and Fill tickets: match and fasten the original white manual Jackpot and Fill tickets to the yellow and pink whiz machine copies. Check for alterations and appropriate signatures, and agree each original ticket to the copies and to the amount on the corresponding request. Sort tickets into Jackpots and Fills. Label the tapes and add the manual ticket jackpot and fill subtotals to the system generated totals on the Jackpot/Fill Daily Activity Report Summary.
3. \_\_\_\_\_ Check off the system generated FW5 and FW6 ticket numbers on the Daily Activity Report. Mark the numbers of the tickets that are missing and determine the status of each marked transaction. Note void transactions on the Daily Activity Report Summary. Sort tickets into Jackpots and Fills. Agree jackpot and fill subtotals and grand total to the Daily Activity Report Summary final adjusted subtotals and grand total. \$ \_\_\_\_\_.
4. \_\_\_\_\_ Sort the yellow copies of the system generated Jackpot and Fill tickets into FW5, FW6, and manual whiz machine sequences. Detach Paid-In/Paid Out Forms and Jackpot Check Copies. Order each sequence by ticket number. Verify that a Request for Jackpot/Fill is attached to each ticket. Match the ticket number sequences to the originals, keeping the yellow copies separate.
5. \_\_\_\_\_ Confirm Jackpot/Fill final grand total with the Vault cashier so the graveyard closing total is carried forward correctly onto the day shift Daily Cash Summary. \$ \_\_\_\_\_.
6. \_\_\_\_\_ Void transactions in the Jackpot Fill application. Do the Rollover in Black Bart after count team is off the floor:
  - i. Close previous Audit Day and Open the Audit Day
  - ii. Load Electronic Meters
  - iii. Load Period Data
  - iv. Print the Bad Meter Load Report from Black Bart. Enter the Bad Meter Load Report meter adjustments.
  - v. Load Jackpots and Fills.
  - vi. Enter manual tickets.
  - vii. Agree Jackpot total and Fill total to the Daily Activity Report Summary final adjusted subtotals.
  - viii. Post Jackpots and Fills.
  - ix. Print the Jackpot/Fill Entries Report.

## SLOTS AUDIT PROGRAM

7. \_\_\_\_\_ Agree totals by denomination from the BlackBart Jackpot/Fill Entries Report to the Jackpot/Fill Daily Activity Report final adjusted subtotals.

\$0.01 = \_\_\_\_\_  
\$0.02 = \_\_\_\_\_  
\$0.05 = \_\_\_\_\_  
\$0.25 = \_\_\_\_\_  
\$1.00 = \_\_\_\_\_  
\$5.00 = \_\_\_\_\_  
\$25.00 = \_\_\_\_\_  
Total = \$ \_\_\_\_\_

8. \_\_\_\_\_ Record all Jackpot/Fill ticket numbers on the Daily Activity Report Summary and on the Numbered Forms Register. Research any missing forms and document. Bundle all of the day's tickets together and file by date in the designated storage box.

**B. INITIAL FILLS \$ \_\_\_\_\_**

1. \_\_\_\_\_ Match and fasten the original white manual Initial Fill tickets to the yellow and pink whiz machine copies. Check for alterations and appropriate signatures, and agree each original ticket to the copies and to the amount on the corresponding request. Order by slot number and calculate the ticket total Initial Fills.

2. \_\_\_\_\_ Agree calculated ticket total Initial Fills to the Daily Cash Summary amount.  
\$ \_\_\_\_\_.

3. \_\_\_\_\_ Record all Initial Fill tickets used on the Numbered Forms Register. Research any missing forms and document. File by slot number in the Initial Fills Asset Binders.

**C. TICKET OUT \$ \_\_\_\_\_**

1. \_\_\_\_\_ Resolve the status of tickets listed on the Custom Quickets Status Locked Report.

2. \_\_\_\_\_ Match and fasten manually expired tickets to the Quickets Expired Tickets Report. Review the report and issue an Exception Report for any ticket less than \$5.00 redeemed after expiration.

3. \_\_\_\_\_ Calculate and record the change in Ticket Liability (Quickets Unredeemed Tickets Report, Current Report Grand Total Unredeemed – Previous Report Grand Total Unredeemed)

4. \_\_\_\_\_ Resolve the status of tickets \$1200 or greater listed on the Quickets Gaming Day Unredeemed Tickets Report.

5. \_\_\_\_\_ After doing the Rollover in Black Bart, Load Ticket Out transactions in BlackBart. Enter manual tickets. Agree the BlackBart Ticket Out Total to the Quickets Sequential Ticket Report Grand Total Tickets Printed. If not equal, review the BlackBart Bad Load Ticket Report and enter any tickets listed. Agree the revised BlackBart Ticket Out Total to the Quickets Sequential Ticket Report Grand Total Tickets Printed. \$ \_\_\_\_\_ Post Ticket Out.

## SLOTS AUDIT PROGRAM

D. TOTAL DROP \$ \_\_\_\_\_

1. \_\_\_\_\_ Balance Drop in total and by denomination

- (a) \_\_\_\_\_ Agree the Session Total on the K-Scale Summary Report to the Weight/Count Total in the Weigh/Wrap Variance section of the Slot Summary Report.
- (b) \_\_\_\_\_ Verify that there are two Hard Count Team signatures on the K-Scale Summary Report. Verify the signatures of the Soft Count Team, Security Agent, and Vault Cashier on the Manual Cash Ledger Report.
- (c) Review the K-Scale Summary Report reconciliation of the number of buckets dropped to the number of coin/token operated machines on the floor. Exceptions: \_\_\_\_\_
- (d) \_\_\_\_\_ Recalculate the difference between the Weight/Count Total and the Wrap Total on the Slot Summary Report. Variance \$ \_\_\_\_\_
- (e) \_\_\_\_\_ Complete the "Accounting Use Only" section of the Slot Summary Report. Investigate and document any variance between the coin weigh and coin wrap amounts greater than 1.0% \_\_\_\_\_
- (f) \_\_\_\_\_ Load the K-scale file in BlackBar. Agree BlackBar Total Coin to the Slot Summary Report Weight/Count Total. Enter coin drop variances in BlackBar from the Slot Summary Report. Agree the revised BlackBar Total Coin to the Slot Summary Report Wrap Total. \$ \_\_\_\_\_. Post Coin.
- (g) \_\_\_\_\_ Load and Post the Cashbox file in BlackBar. Print the Bad Bill Load, Zero Bill Drop, and Find Loaded Cash reports. Review the reports and enter any unmatched and mismatched bills to the correct slot numbers in BlackBar. Agree BlackBar Total Bills to Actual Cash Accepted on the Bill Acceptor Handover Sheet \$ \_\_\_\_\_. Re-Post Bills.
- (h) \_\_\_\_\_ Follow instructions in "NWAudit-Soft Count Pro and Quickets Ticket Drop Procedure Guide" to determine tickets redeemed. Load Ticket Drop in BlackBar and agree the BlackBar Ticket Drop Total to the Quickets Dropped Tickets (Slot Sort) Grand Total. Enter tickets in BlackBar from the Quickets Tickets Redeemed Not Dropped Report (if any). Agree the calculated sum of the Quickets Ticket Drop Report Grand Total and the Quickets Tickets Redeemed Not Dropped Report Grand Total to the final revised BlackBar Ticket Drop Total \$ \_\_\_\_\_. Post Ticket Drop. Reconcile the BlackBar MTD Ticket Drop to the sum of the Quickets MTD Ticket Drop and the Quickets MTD Tickets Redeemed Not Dropped \$ \_\_\_\_\_.

2. \_\_\_\_\_ Verify completeness of drop documents:

- (a) \_\_\_\_\_ Slot Summary Report: Wrap Meter/Weigh Scale test section completed (with two signatures); date at the top (gaming day); valid last and next change dates for test coin bags; valid previous and next password change dates; and signatures of the Hard Count Team, Security Agent, and Vault Cashier.
- (b) \_\_\_\_\_ Cashier's Coin Variance Form: Issuing Cashier and Hard Count Team Leader signatures in the test bags issued section; date at the top (current day); completed issued, received, and variance sections; and signatures of the Hard Count Team, Security Agent, and Vault Cashier. Make note of the Total Jet Sort Variance for the next day's audit.
- (c) \_\_\_\_\_ Bill Acceptor Handover Sheet: Day and Date at the top (gaming day), and signatures of the Hard Count Team, Security Agent, and Vault Cashier.

## SLOTS AUDIT PROGRAM

4. \_\_\_\_\_ Print the BlackBart Drop Totals Report.
- (a) \_\_\_\_\_ Agree the Current Manual Bill Drop total to Actual Cash Accepted on the Bill Acceptor Handover Sheet.
  - (b) \_\_\_\_\_ Agree the Current Scale Drop total to the Wrap Total on the Slot Summary Report
  - (c) \_\_\_\_\_ Agree the Current Manual Ticket Drop total to the calculated sum of the Quickets Ticket Drop Report Grand Total and the Quickets Tickets Redeemed Not Dropped Report Grand Total.
5. \_\_\_\_\_ Run, export, reformat, print, and save the Custom Drop Variance Report for distribution.

E. NET WIN \$ \_\_\_\_\_

- 1. \_\_\_\_\_ Print the BlackBart Net Win and Custom Net Win Reports.
- 2. \_\_\_\_\_ Recalculate the win manually (Total Drop less Ticket Out less Jackpots and Fills) to verify the BlackBart Net Win Report win total. \$ \_\_\_\_\_.
- 3. \_\_\_\_\_ Agree the Net Win from the BlackBart Net Win Report to the Custom Net Win Report.  
\$ \_\_\_\_\_ Reconcile differences
- 4. \_\_\_\_\_ Agree the Coin-In total from the BlackBart Net Win Report to the Custom Net Win Report.  
\$ \_\_\_\_\_ Reconcile differences

F. TICKETS

- 1. \_\_\_\_\_ Agree the BlackBart Ticket Drop amount from the Quickets Ticket Audit Counts Report to the Ticket Drop total in BlackBart.
- 2. \_\_\_\_\_ Agree the Quickets Printed amount from the Quickets Ticket Audit Counts Report to the Ticket Out total in BlackBart.
- 3. \_\_\_\_\_ Test the calculated ticket liability (BlackBart Ticket Out – BlackBart Ticket Drop – DCS Tickets Redeemed) for reasonableness by comparing to the Quickets Unredeemed Tickets Report Grand Total.

- G. \_\_\_\_\_ Forward this checklist to the CFO for review. When it is returned, file in the Slot Audit Folder.

## Exercise 1

### §542.13 What are the minimum internal control standards for gaming machines?

(a) *Standards for gaming machines.* (1) For this section only, credit or customer credit means a unit of value equivalent to cash or cash equivalents deposited, wagered, won, lost, or redeemed by a customer.

(2) Coins shall include tokens.

(3) For all computerized gaming machine systems, a personnel access listing shall be maintained, which includes at a minimum:

(i) Employee name or employee identification number (or equivalent); and

(ii) Listing of functions employee can perform or equivalent means of identifying same.

(b) *Computer applications.* For any computer applications utilized, alternate documentation and/or procedures that provide at least the level of control described by the standards in this section, as approved by the Tribal gaming regulatory authority, will be acceptable.

(c) *Standards for drop and count.* The procedures for the collection of the gaming machine drop and the count thereof shall comply with §542.21, §542.31, or §542.41 (as applicable).

(d) *Jackpot payouts, gaming machines fills, short pays and accumulated credit payouts standards.* (1) For jackpot payouts and gaming machine fills, documentation shall include the following information:

(i) Date and time;

(ii) Machine number;

(iii) Dollar amount of cash payout or gaming machine fill (both alpha and numeric) or description of personal property awarded, including fair market value. Alpha is optional if another unalterable method is used for evidencing the amount of the payout;

(iv) Game outcome (including reel symbols, card values, suits, etc.) for jackpot payouts. Game outcome is not required if a computerized jackpot/fill system is used;

(v) Preprinted or concurrently printed sequential number; and

(vi) Signatures of at least two employees verifying and witnessing the payout or gaming machine fill (except as otherwise provided in paragraphs (d)(1)(vi)(A), (B), and (C) of this section).

(A) Jackpot payouts over a predetermined amount shall require the signature and verification of a supervisory or management employee independent of the gaming machine department (in addition to the two signatures required in paragraph (d)(1)(vi) of this section). Alternatively, if an on-line accounting system is utilized, only two signatures are required: one employee and one supervisory or management employee independent of the gaming machine department. This predetermined amount shall be

authorized by management (as approved by the Tribal gaming regulatory authority), documented, and maintained.

(B) With regard to jackpot payouts and hopper fills, the signature of one employee is sufficient if an on-line accounting system is utilized and the jackpot or fill is less than \$1,200.

(C) On graveyard shifts (eight-hour maximum) payouts/fills less than \$100 can be made without the payout/fill being witnessed by a second person.

(2) For short pays of \$10.00 or more, and payouts required for accumulated credits, the payout form shall include the following information:

(i) Date and time;

(ii) Machine number;

(iii) Dollar amount of payout (both alpha and numeric); and

(iv) The signature of at least one (1) employee verifying and witnessing the payout.

(A) Where the payout amount is \$50 or more, signatures of at least two (2) employees verifying and witnessing the payout. Alternatively, the signature of one (1) employee is sufficient if an on-line accounting system is utilized and the payout amount is less than \$3,000.

(B) [Reserved]

(3) Computerized jackpot/fill systems shall be restricted so as to prevent unauthorized access and fraudulent payouts by one person as required by §542.16(a).

(4) Payout forms shall be controlled and routed in a manner that precludes any one person from producing a fraudulent payout by forging signatures or by altering the amount paid out subsequent to the payout and misappropriating the funds.

(e) *Promotional payouts or awards.* (1) If a gaming operation offers promotional payouts or awards that are not reflected on the gaming machine pay table, then the payout form/documentation shall include:

(i) Date and time;

(ii) Machine number and denomination;

(iii) Dollar amount of payout or description of personal property (e.g., jacket, toaster, car, etc.), including fair market value;

(iv) Type of promotion (e.g., double jackpots, four-of-a-kind bonus, etc.); and

(v) Signature of at least one employee authorizing and completing the transaction.

(2) [Reserved]

(f) *Gaming machine department funds standards.* (1) The gaming machine booths and change banks that are active during the shift shall be counted down and reconciled each shift by two employees

utilizing appropriate accountability documentation. Unverified transfers of cash and/or cash equivalents are prohibited.

(2) The wrapping of loose gaming machine booth and cage cashier coin shall be performed at a time or location that does not interfere with the hard count/wrap process or the accountability of that process.

(3) A record shall be maintained evidencing the transfers of wrapped and unwrapped coins and retained for seven (7) days.

(g) *EPRM control standards.* (1) At least annually, procedures shall be performed to insure the integrity of a sample of gaming machine game program EPROMs, or other equivalent game software media, by personnel independent of the gaming machine department or the machines being tested.

(2) The Tribal gaming regulatory authority, or the gaming operation subject to the approval of the Tribal gaming regulatory authority, shall develop and implement procedures for the following:

(i) Removal of EPROMs, or other equivalent game software media, from devices, the verification of the existence of errors as applicable, and the correction via duplication from the master game program EPROM, or other equivalent game software media;

(ii) Copying one gaming device program to another approved program;

(iii) Verification of duplicated EPROMs before being offered for play;

(iv) Receipt and destruction of EPROMs, or other equivalent game software media; and

(v) Securing the EPROM, or other equivalent game software media, duplicator, and master game EPROMs, or other equivalent game software media, from unrestricted access.

(3) The master game program number, par percentage, and the pay table shall be verified to the par sheet when initially received from the manufacturer.

(4) Gaming machines with potential jackpots in excess of \$100,000 shall have the game software circuit boards locked or physically sealed. The lock or seal shall necessitate the presence of a person independent of the gaming machine department to access the device game program EPROM, or other equivalent game software media. If a seal is used to secure the board to the frame of the gaming device, it shall be pre-numbered.

(5) Records that document the procedures in paragraph (g)(2)(i) of this section shall include the following information:

(i) Date;

(ii) Machine number (source and destination);

(iii) Manufacturer;

(iv) Program number;

(v) Personnel involved;

- (vi) Reason for duplication;
- (vii) Disposition of any permanently removed EPROM, or other equivalent game software media;
- (viii) Seal numbers, if applicable; and
- (ix) Approved testing lab approval numbers, if available.

(6) EPROMS, or other equivalent game software media, returned to gaming devices shall be labeled with the program number. Supporting documentation shall include the date, program number, information identical to that shown on the manufacturer's label, and initials of the person replacing the EPROM, or other equivalent game software media.

(h) Standards for evaluating theoretical and actual hold percentages.

(1) Accurate and current theoretical hold worksheets shall be maintained for each gaming machine.

(2) For multi-game/multi-denominational machines, an employee or department independent of the gaming machine department shall:

(i) Weekly, record the total coin-in meter;

(ii) Quarterly, record the coin-in meters for each payable contained in the machine; and

(iii) On an annual basis, adjust the theoretical hold percentage in the gaming machine statistical report to a weighted average based upon the ratio of coin-in for each game payable.

(3) For those gaming operations that are unable to perform the weighted average calculation as required by paragraph (h)(2) of this section, the following procedures shall apply:

(i) On at least an annual basis, calculate the actual hold percentage for each gaming machine;

(ii) On at least an annual basis, adjust the theoretical hold percentage in the gaming machine statistical report for each gaming machine to the previously calculated actual hold percentage; and

(iii) The adjusted theoretical hold percentage shall be within the spread between the minimum and maximum theoretical payback percentages.

(4) The adjusted theoretical hold percentage for multi-game/multi-denominational machines may be combined for machines with exactly the same game mix throughout the year.

(5) The theoretical hold percentages used in the gaming machine analysis reports should be within the performance standards set by the manufacturer.

(6) Records shall be maintained for each machine indicating the dates and type of changes made and the recalculation of theoretical hold as a result of the changes.

(7) Records shall be maintained for each machine that indicate the date the machine was placed into service, the date the machine was removed from operation, the date the machine was placed back into operation, and any changes in machine numbers and designations.

(8) All of the gaming machines shall contain functioning meters that shall record coin-in or credit-in, or on-line gaming machine monitoring system that captures similar data.

(9) All gaming machines with bill acceptors shall contain functioning billing meters that record the dollar amounts or number of bills accepted by denomination.

(10) Gaming machine in-meter readings shall be recorded at least weekly (monthly for Tier A and Tier B gaming operations) immediately prior to or subsequent to a gaming machine drop. On-line gaming machine monitoring systems can satisfy this requirement. However, the time between readings may extend beyond one week in order for a reading to coincide with the end of an accounting period only if such extension is for no longer than six (6) days.

(11) The employee who records the in-meter reading shall either be independent of the hard count team or shall be assigned on a rotating basis, unless the in-meter readings are randomly verified quarterly for all gaming machines and bill acceptors by a person other than the regular in-meter reader.

(12) Upon receipt of the meter reading summary, the accounting department shall review all meter readings for reasonableness using pre-established parameters.

(13) Prior to final preparation of statistical reports, meter readings that do not appear reasonable shall be reviewed with gaming machine department employees or other appropriate designees, and exceptions documented, so that meters can be repaired or clerical errors in the recording of meter readings can be corrected.

(14) A report shall be produced at least monthly showing month-to-date, year-to-date (previous twelve (12) months data preferred), and if practicable, life-to-date actual hold percentage computations for individual machines and a comparison to each machine's theoretical hold percentage previously discussed.

(15) Each change to a gaming machine's theoretical hold percentage, including progressive percentage contributions, shall result in that machine being treated as a new machine in the statistical reports (*i.e.*, not commingling various hold percentages), except for adjustments made in accordance with paragraph (h)(2) of this section.

(16) If promotional payouts or awards are included on the gaming machine statistical reports, it shall be in a manner that prevents distorting the actual hold percentages of the affected machines.

(17) The statistical reports shall be reviewed by both gaming machine department management and management employees independent of the gaming machine department on at least a monthly basis.

(18) For those machines that have experienced at least 100,000 wagering transactions, large variances (three percent (3%) recommended) between theoretical hold and actual hold shall be investigated and resolved by a department independent of the gaming machine department with the findings documented and provided to the Tribal gaming regulatory authority upon request in a timely manner.

(19) Maintenance of the on-line gaming machine monitoring system data files shall be performed by a department independent of the gaming machine department. Alternatively, maintenance may be performed by gaming machine supervisory employees if sufficient documentation is generated and it is randomly verified on a monthly basis by employees independent of the gaming machine department.

(20) Updates to the on-line gaming machine monitoring system to reflect additions, deletions, or movements of gaming machines shall be made at least weekly prior to in-meter readings and the weigh process.

(i) *Gaming machine hopper contents standards.* (1) When machines are temporarily removed from the floor, gaming machine drop and hopper contents shall be protected to preclude the misappropriation of stored funds.

(2) When machines are permanently removed from the floor, the gaming machine drop and hopper contents shall be counted and recorded by at least two employees with appropriate documentation being routed to the accounting department for proper recording and accounting for initial hopper loads.

(j) *Player tracking system.* (1) The following standards apply if a player tracking system is utilized:

(i) The player tracking system shall be secured so as to prevent unauthorized access (e.g., changing passwords at least quarterly and physical access to computer hardware, etc.).

(ii) The addition of points to members' accounts other than through actual gaming machine play shall be sufficiently documented (including substantiation of reasons for increases) and shall be authorized by a department independent of the player tracking and gaming machines. Alternatively, addition of points to members' accounts may be authorized by gaming machine supervisory employees if sufficient documentation is generated and it is randomly verified by employees independent of the gaming machine department on a quarterly basis.

(iii) Booth employees who redeem points for members shall be allowed to receive lost players club cards, provided that they are immediately deposited into a secured container for retrieval by independent personnel.

(iv) Changes to the player tracking system parameters, such as point structures and employee access, shall be performed by supervisory employees independent of the gaming machine department. Alternatively, changes to player tracking system parameters may be performed by gaming machine supervisory employees if sufficient documentation is generated and it is randomly verified by supervisory employees independent of the gaming machine department on a monthly basis.

(v) All other changes to the player tracking system shall be appropriately documented.

(2) [Reserved]

(k) *In-house progressive gaming machine standards.* (1) A meter that shows the amount of the progressive jackpot shall be conspicuously displayed at or near the machines to which the jackpot applies.

(2) At least once each day, each gaming operation shall record the amount shown on each progressive jackpot meter at the gaming operation except for those jackpots that can be paid directly from the machine's hopper;

(3) Explanations for meter reading decreases shall be maintained with the progressive meter reading sheets, and where the payment of a jackpot is the explanation for a decrease, the gaming operation shall record the jackpot payout number on the sheet or have the number reasonably available; and

(4) Each gaming operation shall record the base amount of each progressive jackpot the gaming operation offers.

(5) The Tribal gaming regulatory authority shall approve procedures specific to the transfer of progressive amounts in excess of the base amount to other gaming machines. Such procedures may also include other methods of distribution that accrue to the benefit of the gaming public via an award or prize.

(l) *Wide area progressive gaming machine standards.* (1) A meter that shows the amount of the progressive jackpot shall be conspicuously displayed at or near the machines to which the jackpot applies.

(2) As applicable to participating gaming operations, the wide area progressive gaming machine system shall be adequately restricted to prevent unauthorized access (e.g., changing passwords at least quarterly, restrict access to EPROMs or other equivalent game software media, and restrict physical access to computer hardware, etc.).

(3) The Tribal gaming regulatory authority shall approve procedures for the wide area progressive system that:

(i) Reconcile meters and jackpot payouts;

(ii) Collect/drop gaming machine funds;

(iii) Verify jackpot, payment, and billing to gaming operations on pro-rata basis;

(iv) System maintenance;

(v) System accuracy; and

(vi) System security.

(4) Reports, where applicable, adequately documenting the procedures required in paragraph (l)(3) of this section shall be generated and retained.

(m) *Accounting/auditing standards.* (1) Gaming machine accounting/auditing procedures shall be performed by employees who are independent of the transactions being reviewed.

(2) For on-line gaming machine monitoring systems, procedures shall be performed at least monthly to verify that the system is transmitting and receiving data from the gaming machines properly and to verify the continuing accuracy of the coin-in meter readings as recorded in the gaming machine statistical report.

(3) For weigh scale and currency interface systems, for at least one drop period per month accounting/auditing employees shall make such comparisons as necessary to the system generated count as recorded in the gaming machine statistical report. Discrepancies shall be resolved prior to generation/distribution of gaming machine reports.

(4) For each drop period, accounting/auditing personnel shall compare the coin-to-drop meter reading to the actual drop amount. Discrepancies should be resolved prior to generation/distribution of on-line gaming machine monitoring system statistical reports.

(5) Follow-up shall be performed for any one machine having an unresolved variance between actual coin drop and coin-to-drop meter reading in excess of three percent (3%) and over \$25.00. The follow-up performed and results of the investigation shall be documented, maintained for inspection, and provided to the Tribal gaming regulatory authority upon request.

(6) For each drop period, accounting/auditing employees shall compare the bill-in meter reading to the total bill acceptor drop amount for the period. Discrepancies shall be resolved before the generation/distribution of gaming machine statistical reports.

(7) Follow-up shall be performed for any one machine having an unresolved variance between actual currency drop and bill-in meter reading in excess of an amount that is both more than \$25 and at least three percent (3%) of the actual currency drop. The follow-up performed and results of the investigation shall be documented, maintained for inspection, and provided to the Tribal gaming regulatory authority upon request.

(8) At least annually, accounting/auditing personnel shall randomly verify that EPROM or other equivalent game software media changes are properly reflected in the gaming machine analysis reports.

(9) Accounting/auditing employees shall review exception reports for all computerized gaming machine systems on a daily basis for propriety of transactions and unusual occurrences.

(10) All gaming machine auditing procedures and any follow-up performed shall be documented, maintained for inspection, and provided to the Tribal gaming regulatory authority upon request.

(n) *Cash-out tickets.* For gaming machines that utilize cash-out tickets, the following standards apply. This standard is not applicable to Tiers A and B. Tier A and B gaming operations shall develop adequate standards governing the security over the issuance of the cash-out paper to the gaming machines and the redemption of cash-out slips.

(1) In addition to the applicable auditing and accounting standards in paragraph (m) of this section, on a quarterly basis, the gaming operation shall foot all jackpot cash-out tickets equal to or greater than \$1,200 and trace totals to those produced by the host validation computer system.

(2) The customer may request a cash-out ticket from the gaming machine that reflects all remaining credits. The cash-out ticket shall be printed at the gaming machine by an internal document printer. The cash-out ticket shall be valid for a time period specified by the Tribal gaming regulatory authority, or the gaming operation as approved by the Tribal gaming regulatory authority. Cash-out tickets may be redeemed for payment or inserted in another gaming machine and wagered, if applicable, during the specified time period.

(3) The customer shall redeem the cash-out ticket at a change booth or cashiers' cage. Alternatively, if a gaming operation utilizes a remote computer validation system, the Tribal gaming regulatory authority, or the gaming operation as approved by the Tribal gaming regulatory authority, shall develop alternate standards for the maximum amount that can be redeemed, which shall not exceed \$2,999.99 per cash-out transaction.

(4) Upon presentation of the cash-out ticket(s) for redemption, the following shall occur:

(i) Scan the bar code via an optical reader or its equivalent; or

(ii) Input the cash-out ticket validation number into the computer.

(5) The information contained in paragraph (n)(4) of this section shall be communicated to the host computer. The host computer shall verify the authenticity of the cash-out ticket and communicate directly to the redeemer of the cash-out ticket.

(6) If valid, the cashier (redeemer of the cash-out ticket) pays the customer the appropriate amount and the cash-out ticket is electronically noted "paid" in the system. The "paid" cash-out ticket shall remain

in the cashiers' bank for reconciliation purposes. The host validation computer system shall electronically reconcile the cashier's banks for the paid cashed-out tickets.

(7) If invalid, the host computer shall notify the cashier (redeemer of the cash-out ticket). The cashier (redeemer of the cash-out ticket) shall refuse payment to the customer and notify a supervisor of the invalid condition. The supervisor shall resolve the dispute.

(8) If the host validation computer system temporarily goes down, cashiers may redeem cash-out tickets at a change booth or cashier's cage after recording the following:

- (i) Serial number of the cash-out ticket;
- (ii) Date and time;
- (iii) Dollar amount;
- (iv) Issuing gaming machine number;
- (v) Marking ticket "paid"; and
- (vi) Ticket shall remain in cashier's bank for reconciliation purposes.

(9) Cash-out tickets shall be validated as expeditiously as possible when the host validation computer system is restored.

(10) The Tribal gaming regulatory authority, or the gaming operation as approved by the Tribal gaming regulatory authority, shall establish and the gaming operation shall comply with procedures to control cash-out ticket paper, which shall include procedures that:

- (i) Mitigate the risk of counterfeiting of cash-out ticket paper;
  - (ii) Adequately control the inventory of the cash-out ticket paper; and
  - (iii) Provide for the destruction of all unused cash-out ticket paper.
- (iv) Alternatively, if the gaming operation utilizes a computer validation system, this standard shall not apply.

(11) If the host validation computer system is down for more than four (4) hours, the gaming operation shall promptly notify the Tribal gaming regulatory authority or its designated representative.

(12) These gaming machine systems shall comply with all other standards (as applicable) in this part including:

- (i) Standards for bill acceptor drop and count;
- (ii) Standards for coin drop and count; and
- (iii) Standards concerning EPROMS or other equivalent game software media.

(o) *Account access cards*. For gaming machines that utilize account access cards to activate play of the machine, the following standards shall apply:

(1) *Equipment.* (i) A central computer, with supporting hardware and software, to coordinate network activities, provide system interface, and store and manage a player/account database;

(ii) A network of contiguous player terminals with touch-screen or button-controlled video monitors connected to an electronic selection device and the central computer via a communications network;

(iii) One or more electronic selection devices, utilizing random number generators, each of which selects any combination or combinations of numbers, colors, and/or symbols for a network of player terminals.

(2) *Player terminals standards.* (i) The player terminals are connected to a game server;

(ii) The game server shall generate and transmit to the bank of player terminals a set of random numbers, colors, and/or symbols at regular intervals. The subsequent game results are determined at the player terminal and the resulting information is transmitted to the account server;

(iii) The game server shall be housed in a game server room or a secure locked cabinet.

(3) *Customer account maintenance standards.* (i) A central computer acting as an account server shall provide customer account maintenance and the deposit/withdrawal function of those account balances;

(ii) Customers may access their accounts on the computer system by means of an account access card at the player terminal. Each player terminal may be equipped with a card reader and personal identification number (PIN) pad or touch screen array for this purpose;

(iii) All communications between the player terminal, or bank of player terminals, and the account server shall be encrypted for security reasons.

(4) *Customer account generation standards.* (i) A computer file for each customer shall be prepared by a clerk, with no incompatible functions, prior to the customer being issued an account access card to be utilized for machine play. The customer may select his/her PIN to be used in conjunction with the account access card.

(ii) For each customer file, an employee shall:

(A) Record the customer's name and current address;

(B) The date the account was opened; and

(C) At the time the initial deposit is made, account opened, or credit extended, the identity of the customer shall be verified by examination of a valid driver's license or other reliable identity credential.

(iii) The clerk shall sign-on with a unique password to a terminal equipped with peripherals required to establish a customer account. Passwords are issued and can only be changed by information technology personnel at the discretion of the department director.

(iv) After entering a specified number of incorrect PIN entries at the cage or player terminal, the customer shall be directed to proceed to a clerk to obtain a new PIN. If a customer forgets, misplaces or requests a change to their PIN, the customer shall proceed to a clerk for assistance.

(5) *Deposit of credits standards.* (i) The cashier shall sign-on with a unique password to a cashier terminal equipped with peripherals required to complete the credit transactions. Passwords are issued and can only be changed by information technology personnel at the discretion of the department director.

(ii) The customer shall present cash, chips, coin or coupons along with their account access card to a cashier to deposit credits.

(iii) The cashier shall complete the transaction by utilizing a card scanner that the cashier shall slide the customer's account access card through.

(iv) The cashier shall accept the funds from the customer and enter the appropriate amount on the cashier terminal.

(v) A multi-part deposit slip shall be generated by the point of sale receipt printer. The cashier shall direct the customer to sign the deposit slip receipt. One copy of the deposit slip shall be given to the customer. The other copy of the deposit slip shall be secured in the cashier's cash drawer.

(vi) The cashier shall verify the customer's balance before completing the transaction. The cashier shall secure the funds in their cash drawer and return the account access card to the customer.

(vii) Alternatively, if a kiosk is utilized to accept a deposit of credits, the Tribal gaming regulatory authority, or the gaming operation as approved by the Tribal gaming regulatory authority, shall establish and the gaming operation shall comply with procedures that safeguard the integrity of the kiosk system.

(6) *Prize standards.* (i) Winners at the gaming machines may receive cash, prizes redeemable for cash or merchandise.

(ii) If merchandise prizes are to be awarded, the specific type of prize or prizes that may be won shall be disclosed to the player before the game begins.

(iii) The redemption period of account access cards, as approved by the Tribal gaming regulatory authority, shall be conspicuously posted in the gaming operation.

(7) *Credit withdrawal.* The customer shall present their account access card to a cashier to withdraw their credits. The cashier shall perform the following:

(i) Scan the account access card;

(ii) Request the customer to enter their PIN, if the PIN was selected by the customer;

(iii) The cashier shall ascertain the amount the customer wishes to withdraw and enter the amount into the computer;

(iv) A multi-part withdrawal slip shall be generated by the point of sale receipt printer. The cashier shall direct the customer to sign the withdrawal slip;

(v) The cashier shall verify that the account access card and the customer match by:

(A) Comparing the customer to image on the computer screen;

(B) Comparing the customer to image on customer's picture ID; or

(C) Comparing the customer signature on the withdrawal slip to signature on the computer screen.

(vi) The cashier shall verify the customer's balance before completing the transaction. The cashier shall pay the customer the appropriate amount, issue the customer the original withdrawal slip and return the account access card to the customer;

(vii) The copy of the withdrawal slip shall be placed in the cash drawer. All account transactions shall be accurately tracked by the account server computer system. The copy of the withdrawal slip shall be forwarded to the accounting department at the end of the gaming day; and

(viii) In the event the imaging function is temporarily disabled, customers shall be required to provide positive ID for cash withdrawal transactions at the cashier stations.

(p) *Smart cards*. All smart cards (i.e., cards that possess the means to electronically store and retrieve data) that maintain the only source of account data are prohibited.

[67 FR 43400, June 27, 2002, as amended at 70 FR 23021, May 4, 2005; 70 FR 47106, Aug. 12, 2005; 71 FR 27392, May 11, 2006]

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**§543.24 What are the minimum internal control standards for auditing revenue?**

(a) *Supervision.* Supervision must be provided as needed for bingo operations by an agent(s) with authority equal to or greater than those being supervised.

(b) *Independence.* Audits must be performed by agent(s) independent of the transactions being audited.

(c) *Documentation.* The performance of revenue audit procedures, the exceptions noted, and the follow-up of all revenue audit exceptions must be documented and maintained.

(d) Controls must be established and procedures implemented to audit of each of the following operational areas:

(1) *Bingo.*

(i) At the end of each month, verify the accuracy of the ending balance in the bingo control log by reconciling it with the bingo paper inventory. Investigate and document any variance noted.

(ii) Daily, reconcile supporting records and documents to summarized paperwork or electronic records (e.g. total sales and payouts per shift and/or day).

(iii) At least monthly, review variances related to bingo accounting data in accordance with an established threshold, which must include, at a minimum, variance(s) noted by the Class II gaming system for cashless transactions in and out, electronic funds transfer in and out, external bonus payouts, vouchers out and coupon promotion out. Investigate and document any variance noted.

(iv) At least monthly, review statistical reports for any deviations from the mathematical expectations exceeding a threshold established by the TGRA. Investigate and document any deviations compared to the mathematical expectations required to be submitted per §547.4.

(v) At least monthly, take a random sample, foot the vouchers redeemed and trace the totals to the totals recorded in the voucher system and to the amount recorded in the applicable cashier's accountability document.

(2) *Pull tabs.*

(i) Daily, verify the total amount of winning pull tabs redeemed each day.

(ii) At the end of each month, verify the accuracy of the ending balance in the pull tab control log by reconciling the pull tabs on hand. Investigate and document any variance noted.

(iii) At least monthly, compare for reasonableness the amount of pull tabs sold from the pull tab control log to the amount of pull-tab sales.

(iv) At least monthly, review statistical reports for any deviations exceeding a specified threshold, as defined by the TGRA. Investigate and document any large and unusual fluctuations noted.

(3) *Card games.*

(i) Daily, reconcile the amount indicated on the progressive sign/meter to the cash counted or received by the cage and the payouts made for each promotional progressive pot and pool. This reconciliation must be sufficiently documented, including substantiation of differences and adjustments.

(ii) At least monthly, review all payouts for the promotional progressive pots, pools, or other promotions to verify payout accuracy and proper accounting treatment and that they are conducted in accordance with conditions provided to the patrons.

(iii) At the conclusion of each contest/tournament, reconcile all contest/tournament entry and payout forms to the dollar amounts recorded in the appropriate accountability document.

*(4) Gaming promotions and player tracking.*

(i) At least monthly, review promotional payments, drawings, and giveaway programs to verify payout accuracy and proper accounting treatment in accordance with the rules provided to patrons.

(ii) At least monthly, for computerized player tracking systems, perform the following procedures:

(A) Review authorization documentation for all manual point additions/deletions for propriety;

(B) Review exception reports, including transfers between accounts; and

(C) Review documentation related to access to inactive and closed accounts.

(iii) At least annually, all computerized player tracking systems must be reviewed by agent(s) independent of the individuals that set up or make changes to the system parameters. The review must be performed to determine that the configuration parameters are accurate and have not been altered without appropriate management authorization Document and maintain the test results.

*(5) Complimentary services or items.* At least monthly, review the reports required in §543.13(d). These reports must be made available to those entities authorized by the TGRA or by tribal law or ordinance.

*(6) Patron deposit accounts.*

(i) At least weekly, reconcile patron deposit account liability (deposits ±adjustments–withdrawals = total account balance) to the system record.

(ii) At least weekly, review manual increases and decreases to/from player deposit accounts to ensure proper adjustments were authorized.

*(7) Lines of credit.*

(i) At least three (3) times per year, an agent independent of the cage, credit, and collection functions must perform the following review:

(A) Select a sample of line of credit accounts;

(B) Ascertain compliance with credit limits and other established credit issuance procedures;

(C) Reconcile outstanding balances of both active and inactive (includes write-offs and settlements) accounts on the accounts receivable listing to individual credit records and physical instruments. This procedure need only be performed once per year for inactive accounts; and

(D) Examine line of credit records to determine that appropriate collection efforts are being made and payments are being properly recorded.

(E) For at least five (5) days during the review period, subsequently reconcile partial payment receipts to the total payments recorded by the cage for the day and account for the receipts numerically.

(ii) At least monthly, perform an evaluation of the collection percentage of credit issued to identify unusual trends.

(8) *Drop and count.*

(i) At least quarterly, unannounced currency counter and currency counter interface (if applicable) tests must be performed, and the test results documented and maintained. All denominations of currency and all types of cash out tickets counted by the currency counter must be tested. This test may be performed by internal audit or the TGRA. The result of these tests must be documented and signed by the agent(s) performing the test.

(ii) At least quarterly, unannounced weigh scale and weigh scale interface (if applicable) tests must be performed, and the test results documented and maintained. This test may be performed by internal audit or the TGRA. The result of these tests must be documented and signed by the agent(s) performing the test.

(iii) For computerized key security systems controlling access to drop and count keys, perform the following procedures:

(A) At least quarterly, review the report generated by the computerized key security system indicating the transactions performed by the individual(s) that adds, deletes, and changes users' access within the system (*i.e.*, system administrator). Determine whether the transactions completed by the system administrator provide adequate control over the access to the drop and count keys. Also, determine whether any drop and count key(s) removed or returned to the key cabinet by the system administrator was properly authorized;

(B) At least quarterly, review the report generated by the computerized key security system indicating all transactions performed to determine whether any unusual drop and count key removals or key returns occurred; and

(C) At least quarterly, review a sample of users that are assigned access to the drop and count keys to determine that their access to the assigned keys is appropriate relative to their job position.

(iv) At least quarterly, an inventory of all controlled keys must be performed and reconciled to records of keys made, issued, and destroyed. Investigations must be performed for all keys unaccounted for, and the investigation documented.

(9) *Cage, vault, cash, and cash equivalents.*

(i) At least monthly, the cage accountability must be reconciled to the general ledger.

(ii) At least monthly, trace the amount of cage deposits to the amounts indicated in the bank statements.

(iii) Twice annually, a count must be performed of all funds in all gaming areas (*i.e.* cages, vaults, and booths (including reserve areas), kiosks, cash-out ticket redemption machines, and change machines. Count all chips and tokens by denomination and type. Count individual straps, bags, and imprest banks on a sample basis. Reconcile all amounts counted to the amounts recorded on the corresponding accountability forms to ensure that the proper amounts are recorded. Maintain documentation evidencing the amount counted for each area and the subsequent comparison to the corresponding accountability form. The count must be completed within the same gaming day for all areas.

(A) Counts must be observed by an individual independent of the department being counted. It is permissible for the individual responsible for the funds to perform the actual count while being observed.

(B) Internal audit may perform and/or observe the two counts.

(iv) At least annually, select a sample of invoices for chips and tokens purchased, and trace the dollar amount from the purchase invoice to the accountability document that indicates the increase to the chip or token inventory to ensure that the proper dollar amount has been recorded.

(v) At each business year end, create and maintain documentation evidencing the amount of the chip/token liability, the change in the liability from the previous year, and explanations for adjustments to the liability account including any adjustments for chip/token float.

(vi) At least monthly, review a sample of returned checks to determine that the required information was recorded by cage agent(s) when the check was cashed.

(vii) At least monthly, review exception reports for all computerized cage systems for propriety of transactions and unusual occurrences. The review must include, but is not limited to, voided authorizations. All noted improper transactions or unusual occurrences identified must be investigated and the results documented.

(viii) Daily, reconcile all parts of forms used to document increases/decreases to the total cage inventory, investigate any variances noted, and document the results of such investigations.

#### (10) *Inventory.*

(i) At least monthly, verify receipt, issuance, and use of controlled inventory, including, but not limited to, bingo cards, pull tabs, playing cards, keys, pre-numbered and/or multi-part forms.

(ii) Periodically perform minimum bankroll calculations to ensure that the gaming operation maintains cash in an amount sufficient to satisfy the gaming operation's obligations.

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## Exercise 2

**Who:** \_\_\_\_\_  
\_\_\_\_\_

**What:** \_\_\_\_\_  
\_\_\_\_\_

**When:** \_\_\_\_\_  
\_\_\_\_\_

**Where:** \_\_\_\_\_  
\_\_\_\_\_

**Why:** \_\_\_\_\_  
\_\_\_\_\_

**How:** \_\_\_\_\_  
\_\_\_\_\_

# Drop & Count Course





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 **Tier Levels**

- Tier A
  - \$3 million to \$8 million
- Tier B
  - \$8 million to \$15 million
- Tier C
  - More than \$15 million

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 **Supervision 543.17(a)**

- Must be provided for drop and count as needed
- Authority must be equal to or greater than those being supervised

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### Count Room Access 543.17(b)

- Limit physical access to the count room to authorized personnel:
  - Exiting or entering the count room
  - Surveillance notification of entry and exit
  - Limit transportation of extraneous items into and out of the count room

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### Count Team 543.17(c)

- Security of the count and count room:
  - **Tier A and B operations:**
    - Count performed by at least two agents
    - Count team must be rotated
  - **Tier C operations:**
    - Count performed by at least three agents
    - Count team must be rotated

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### Count Team 543.17(c)

- Security of the count and count room (cont.):
  - Count team functions must be rotated routinely
  - Count team agents must be independent of the department counted
    - Use of Cage/Vault if not sole recorder
    - Accounting agents if independent audit of count documentation

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### Drop Standards 543.17(d)

- Security of the card games drop process:
  - Surveillance notification at start of drop
    - Once drop has begun, must be performed to completion
  - Requires two agents
    - One independent of card games
  - Designated time for drop, once started must finish
    - Emergency drop, surveillance notified at beginning and TGRA notified in approved timeframe

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### Drop Standards 543.17(d)

- Card games end of shift requirements:
  - Independent agent must remove locked drop boxes from table
  - Separate drop box for each shift
    - One box with separate compartments is sufficient
  - Transport drop boxes directly to secure area
    - Requires two agents (one independent of shift being dropped)
    - Maintained in secure area until count is performed

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### Drop Standards 543.17(d)

- Card games:
  - Document tables not opened during shift and not part of drop
  - Permanent numbering of drop boxes

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### Drop Standards 543.17(e)

- Security of the player interface drop process:
  - Surveillance notification at start of drop
  - Requires two agents
    - One independent of class II machines
  - Performed at designated time for drop, reported to TGRA
    - Emergency drop, surveillance notified at beginning and TGRA notified in approved timeframe

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### Drop Standards 543.17(e)

- Player interface drop standards:
  - Independent agent must remove storage components from interface
  - Provide security over storage components removed from player interfaces and awaiting transport

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### Drop Standards 543.17(e)

- Player interface drop standards (cont.):
  - Transport drop boxes directly to secure area
    - Must be performed by two agents (one independent of class II machines)
    - Maintained in secure area until count is performed
  - Storage components must have number corresponding to number on player interface

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### Count Standards 543.17(f)&(g)

- Access to stored full drop boxes and storage components restricted to:
  - Drop and count teams
  - Authorized agents in emergency
- Count performed in secure area
- Count room access must be restricted to authorized personnel

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### Count Standards 543.17(f)&(g)

- Procedures to prevent commingling funds
- Restricted access to meter amounts until after proceeds accepted into vault accountability
- Test count equipment and systems prior to beginning of count

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### Count Standards 543.17(f)&(g)

- Use of currency counter interface:
  - Restrict to prevent unauthorized access
  - Direct communications line or computer storage media for data transfer

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### Count Standards 543.17(f)&(g)

- Empty boxes and components individually to ensure proper recording
  - Recorded permanently (ink or other)
  - Coupons or other promotional items
    - Single-use coupons must be cancelled daily
  - For drop box counts not using currency counter:
    - Second, individual count must be performed
      - Always performed for chips

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### Count Standards 543.17(f)&(g)

- Use of Currency counter:
  - Observe all loading and unloading
  - Two counts of rejected currency, must be recorded per table/interface and in total
    - Rejected currency must be posted to the appropriate table/interface
- Boxes/components must be shown to another or surveillance (if continuously monitored) when emptied

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### Count Standards 543.17(f)&(g)

- Corrections to count documentation
  - Permanent, identifiable, with original info legible
  - Verified by two count team agents
- Count sheet must be reconciled to the total drop
  - Performed by agent not acting as sole recorder
  - Reconcile and document variances
- Entire count team must sign the report to show participation in count

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### Count Standards 543.17(f)&(g)

- Final verification of total drop prior to transfer:
  - Compare counted totals to system report
  - Unresolved variances documented & documentation forwarded to accounting
  - Final verification by two agents, one a count supervisor
    - Both sign report for accuracy

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### Count Standards 543.17(f)&(g)

- Final verification of total drop prior to transfer:
  - Proceeds given to Cage/Vault associate, or other independent agent
    - Agent will perform independent verification
    - Agent will certify amount by signature
  - Unresolved variances reconciled, documented, and/or investigated by Acct/ Revenue Audit

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### Count Standards 543.17(f)&(g)

- Transfer of drop proceeds
  - No transfer of count documentation and records with proceeds
    - Cage/vault must sign count sheet for verification
  - Cage/vault must have no knowledge of total drop before verification
  - Unresolved variances must be documented and investigated
- Records transferred to accounting by agent independent of cage/vault

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### Kiosk Drop Standards 543.17(h)

- Removal of cassettes and storage components
  - Surveillance is notified prior to access
  - At least two agents involved in collection (one independent of kiosk accountability)
  - Secured and only accessible by authorized agents

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### Kiosk Drop Standards 543.17(h)

- Removal of cassettes and storage components
  - Collected vouchers must be secured and delivered to appropriate department for reconciliation
  - Ensure currency cassettes contain correct denominations and are installed properly

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### Kiosk Count Standards 543.17(i)

- Access to full storage components and cassettes are restricted to:
  - Authorized agents
  - Authorized persons in case of emergency
- Kiosk count must be performed in secure area
  - Procedures must be developed to prevent commingling of funds with other revenue centers

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## Kiosk Count Standards 543.17(i)

- Cassettes and storage components individually emptied and counted to prevent commingling
  - Count recorded in ink or other permanent form
  - Coupons and promo items not included in gross revenue recorded on a separate document
- Procedures implemented for corrections to count documents
  - Must be permanent and identifiable with corrected information legible
  - Corrections verified by two agents

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## Controlled Keys Standards

- **NOTE:** Due to an error in publication to the Federal Register, the majority of the Controlled Keys section was inadvertently removed when Part 543 was amended on October 25, 2013. The NIGC is in the process of re-instating the Controlled Keys standards; however, until the standards are re-instated the information regarding key controls should be considered advisory in nature. The following compliance information anticipates the intact re-instatement of the Key Control standards 543.17(j)(1)(i) through 543.17(j)(9).

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## Controlled Keys Standards

- Safeguard use, access and security of keys
  - The following require separate and unique key lock or alternative secure access method:
    - Drop cabinet
    - Drop box release
    - Drop box content
    - Storage racks and carts
    - Kiosk release
    - Kiosk box content

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## Controlled Keys Standards

- Documentation of access to and return of drop and count keys
  - **Tier A and B operations**
    - At least two drop team agents access and return keys
    - At least two count team agents access and return count keys
  - **Tier C operations:**
    - At least three drop team agents access and return keys
    - At least three count team agents access and return count keys (only two agents if three or fewer tables)

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## Controlled Keys Standards

- Documentation of all keys (including duplicates):
  - Unique identifier
  - Key storage location
  - Number of keys made, duplicated, destroyed
  - Authorization and access

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## Controlled Keys Standards

- Custody of drop and count keys independent of D&C and the respective department
- Other than count team, no simultaneous access of content keys with storage rack and/or release keys
- Only agent authorized to remove drop boxes may access the release keys
- Keys used outside of drop and count require authorization and documentation

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### Controlled Keys Standards

- Emergency manual keys for key systems
  - Access
  - Issuance and return
  - Date, time, reason for access documented
  - Routine physical maintenance

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### Controlled Keys 543.17(j)

- Safeguard use, access and security of keys for kiosks

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### Variations 543.17(k)

- The threshold level at which a variance must be reviewed must be established
  - Type(s) of variance
  - Threshold level or percentage
  - Threshold must be approved by TGRA
  - Variance review must be documented

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## Questions




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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 - Drop & Count Class II

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)

© 2011 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 - Drop & Count**  
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 iOS-in or get help at [PollEv.com/app](http://PollEv.com/app)

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## **§543.17 What are the minimum internal control standards for drop and count?**

(a) *Supervision.* Supervision must be provided for drop and count as needed by an agent(s) with authority equal to or greater than those being supervised.

(b) *Count room access.* Controls must be established and procedures implemented to limit physical access to the count room to count team agents, designated staff, and other authorized persons. Such controls must include the following:

(1) Count team agents may not exit or enter the count room during the count except for emergencies or scheduled breaks.

(2) Surveillance must be notified whenever count room agents exit or enter the count room during the count.

(3) The count team policy, at a minimum, must address the transportation of extraneous items such as personal belongings, tool boxes, beverage containers, etc., into or out of the count room.

(c) *Count team.* Controls must be established and procedures implemented to ensure security of the count and the count room to prevent unauthorized access, misappropriation of funds, forgery, theft, or fraud. Such controls must include the following:

(1) For Tier A and B operations, all counts must be performed by at least two agents. For Tier C operations, all counts must be performed by at least three agents.

(2) For Tier A and B operations, at no time during the count can there be fewer than two count team agents in the count room until the drop proceeds have been accepted into cage/vault accountability. For Tier C operations, at no time during the count can there be fewer than three count team agents in the count room until the drop proceeds have been accepted into cage/vault accountability.

(3) For Tier A and B operations, count team agents must be rotated on a routine basis such that the count team is not consistently the same two agents more than four days per week. This standard does not apply to gaming operations that utilize a count team of more than two agents. For Tier C operations, count team agents must be rotated on a routine basis such that the count team is not consistently the same three agents more than four days per week. This standard does not apply to gaming operations that utilize a count team of more than three agents.

(4) Functions performed by count team agents must be rotated on a routine basis.

(5) Count team agents must be independent of the department being counted. A cage/vault agent may be used if they are not the sole recorder of the count and do not participate in the transfer of drop proceeds to the cage/vault. An accounting agent may be used if there is an independent audit of all count documentation.

(d) *Card game drop standards.* Controls must be established and procedures implemented to ensure security of the drop process. Such controls must include the following:

(1) Surveillance must be notified when the drop is to begin so that surveillance may monitor the activities.

(2) At least two agents must be involved in the removal of the drop box, at least one of whom is independent of the card games department.

(4) Once the drop is started, it must continue until finished.

(5) All drop boxes may be removed only at the time previously designated by the gaming operation and reported to the TGRA. If an emergency drop is required, surveillance must be notified before the drop is conducted and the TGRA must be informed within a timeframe approved by the TGRA.

(6) At the end of each shift:

(i) All locked card game drop boxes must be removed from the tables by an agent independent of the card game shift being dropped;

(ii) For any tables opened during the shift, a separate drop box must be placed on each table, or a gaming operation may utilize a single drop box with separate openings and compartments for each shift; and

(iii) Card game drop boxes must be transported directly to the count room or other equivalently secure area by a minimum of two agents, at least one of whom is independent of the card game shift being dropped, until the count takes place.

(7) All tables that were not open during a shift and therefore not part of the drop must be documented.

(8) All card game drop boxes must be posted with a number corresponding to a permanent number on the gaming table and marked to indicate game, table number, and shift, if applicable.

(e) *Player interface and financial instrument storage component drop standards.* (1) Surveillance must be notified when the drop is to begin so that surveillance may monitor the activities.

(2) At least two agents must be involved in the removal of the player interface storage component drop, at least one of whom is independent of the player interface department.

(3) All financial instrument storage components may be removed only at the time previously designated by the gaming operation and reported to the TGRA. If an emergency drop is required, surveillance must be notified before the drop is conducted and the TGRA must be informed within a timeframe approved by the TGRA.

(4) The financial instrument storage components must be removed by an agent independent of the player interface department, then transported directly to the count room or other equivalently secure area with comparable controls and locked in a secure manner until the count takes place.

(i) Security must be provided for the financial instrument storage components removed from player interfaces and awaiting transport to the count room.

(ii) Transportation of financial instrument storage components must be performed by a minimum of two agents, at least one of whom is independent of the player interface department.

(5) All financial instrument storage components must be posted with a number corresponding to a permanent number on the player interface.

(f) *Card game count standards.* (1) Access to stored, full card game drop boxes must be restricted to:

(i) Authorized members of the drop and count teams; and

(ii) In an emergency, authorized persons for the resolution of a problem.

(2) The card game count must be performed in a count room or other equivalently secure area with comparable controls.

(3) Access to the count room during the count must be restricted to members of the drop and count teams, with the exception of authorized observers, supervisors for resolution of problems, and authorized maintenance personnel.

(4) If counts from various revenue centers occur simultaneously in the count room, procedures must be in effect to prevent the commingling of funds from different revenue centers.

(5) Count equipment and systems must be tested, with the results documented, at minimum before the first count begins to ensure the accuracy of the equipment.

(6) The card game drop boxes must be individually emptied and counted so as to prevent the commingling of funds between boxes until the count of the box has been recorded.

(i) The count of each box must be recorded in ink or other permanent form of recordation.

(ii) For counts that do not utilize a currency counter, a second count must be performed by a member of the count team who did not perform the initial count. Separate counts of chips and tokens must always be performed by members of the count team.

(iii) Coupons or other promotional items not included in gross revenue must be recorded on a supplemental document by either the count team members or accounting personnel. All single-use coupons must be cancelled daily by an authorized agent to prevent improper recirculation.

(iv) If a currency counter interface is used:

(A) It must be restricted to prevent unauthorized access; and

(B) The currency drop figures must be transferred via direct communications line or computer storage media to the accounting department.

(7) If currency counters are utilized, a count team member must observe the loading and unloading of all currency at the currency counter, including rejected currency.

(8) Two counts of the currency rejected by the currency counter must be recorded per table, as well as in total. Posting rejected currency to a nonexistent table is prohibited.

(9) Card game drop boxes, when empty, must be shown to another member of the count team, to another agent observing the count, or to surveillance, provided that the count is monitored in its entirety by an agent independent of the count.

(10) Procedures must be implemented to ensure that any corrections to the count documentation are permanent and identifiable, and that the original, corrected information remains legible. Corrections must be verified by two count team agents.

(11) The count sheet must be reconciled to the total drop by a count team member who may not function as the sole recorder, and variances must be reconciled and documented.

(12) All count team agents must sign the count sheet attesting to their participation in the count.

(13) A final verification of the total drop proceeds, before transfer to cage/vault, must be performed by at least two agents, one of whom is a supervisory count team member, and one a count team agent.

(i) Final verification must include a comparison of currency counted totals against the currency counter/system report, if any counter/system is used.

(ii) Any unresolved variances must be documented, and the documentation must remain part of the final count record forwarded to accounting.

(iii) This verification does not require a complete recount of the drop proceeds, but does require a review sufficient to verify the total drop proceeds being transferred.

(iv) The two agents must sign the report attesting to the accuracy of the total drop proceeds verified.

(v) All drop proceeds and cash equivalents that were counted must be submitted to the cage or vault agent (who must be independent of the count team), or to an agent independent of the revenue generation source and the count process, for verification. The agent must certify, by

signature, the amount of the drop proceeds delivered and received. Any unresolved variances must be reconciled, documented, and/or investigated by accounting/revenue audit.

(14) After verification by the agent receiving the funds, the drop proceeds must be transferred to the cage/vault.

(i) The count documentation and records must not be transferred to the cage/vault with the drop proceeds.

(ii) The cage/vault agent must have no knowledge or record of the drop proceeds total before it is verified.

(iii) All count records must be forwarded to accounting or secured and accessible only by accounting agents.

(iv) The cage/vault agent receiving the transferred drop proceeds must sign the count sheet attesting to the verification of the total received, and thereby assume accountability of the drop proceeds, ending the count.

(v) Any unresolved variances between total drop proceeds recorded on the count sheet and the cage/vault final verification during transfer must be documented and investigated.

(15) The count sheet, with all supporting documents, must be delivered to the accounting department by a count team member or an agent independent of the cage/vault. Alternatively, it may be secured so that it is only accessible to accounting agents.

(g) *Player interface financial instrument count standards.* (1) Access to stored full financial instrument storage components must be restricted to:

(i) Authorized members of the drop and count teams; and

(ii) In an emergency, authorized persons for the resolution of a problem.

(2) The player interface financial instrument count must be performed in a count room or other equivalently secure area with comparable controls.

(3) Access to the count room during the count must be restricted to members of the drop and count teams, with the exception of authorized observers, supervisors for resolution of problems, and authorized maintenance personnel.

(4) If counts from various revenue centers occur simultaneously in the count room, procedures must be in effect that prevent the commingling of funds from different revenue centers.

(5) The count team must not have access to amount-in or bill-in meter amounts until after the count is completed and the drop proceeds are accepted into the cage/vault accountability.

(6) Count equipment and systems must be tested, and the results documented, before the first count begins, to ensure the accuracy of the equipment.

(7) If a currency counter interface is used:

(i) It must be adequately restricted to prevent unauthorized access; and

(ii) The currency drop figures must be transferred via direct communications line or computer storage media to the accounting department.

(8) The financial instrument storage components must be individually emptied and counted so as to prevent the commingling of funds between storage components until the count of the storage component has been recorded.

(i) The count of each storage component must be recorded in ink or other permanent form of recordation.

(ii) Coupons or other promotional items not included in gross revenue may be recorded on a supplemental document by the count team members or accounting personnel. All single-use coupons must be cancelled daily by an authorized agent to prevent improper recirculation.

(9) If currency counters are utilized, a count team member must observe the loading and unloading of all currency at the currency counter, including rejected currency.

(10) Two counts of the currency rejected by the currency counter must be recorded per interface terminal as well as in total. Rejected currency must be posted to the player interface from which it was collected.

(11) Storage components, when empty, must be shown to another member of the count team, to another agent who is observing the count, or to surveillance, provided that the count is monitored in its entirety by an agent independent of the count.

(12) Procedures must be implemented to ensure that any corrections to the count documentation are permanent, identifiable and the original, corrected information remains legible. Corrections must be verified by two count team agents.

(13) The count sheet must be reconciled to the total drop by a count team member who may not function as the sole recorder, and variances must be reconciled and documented. This standard does not apply to vouchers removed from the financial instrument storage components.

(14) All count team agents must sign the report attesting to their participation in the count.

(15) A final verification of the total drop proceeds, before transfer to cage/vault, must be performed by the at least two agents, one of whom is a supervisory count team member and the other a count team agent.

- (i) Final verification must include a comparison of currency counted totals against the currency counter/system report, if a counter/system is used.
  - (ii) Any unresolved variances must be documented and the documentation must remain a part of the final count record forwarded to accounting.
  - (iii) This verification does not require a complete recount of the drop proceeds but does require a review sufficient to verify the total drop proceeds being transferred.
  - (iv) The two agents must sign the report attesting to the accuracy of the total drop proceeds verified.
  - (v) All drop proceeds and cash equivalents that were counted must be turned over to the cage or vault cashier (who must be independent of the count team) or to an agent independent of the revenue generation and the count process for verification. Such cashier or agent must certify, by signature, the amount of the drop proceeds delivered and received. Any unresolved variances must be reconciled, documented, and/or investigated by accounting/revenue audit.
- (16) After certification by the agent receiving the funds, the drop proceeds must be transferred to the cage/vault.
- (i) The count documentation and records must not be transferred to the cage/vault with the drop proceeds.
  - (ii) The cage/vault agent must not have knowledge or record of the drop proceeds total before it is verified.
  - (iii) All count records must be forwarded to accounting secured and accessible only by accounting agents.
  - (iv) The cage/vault agent receiving the transferred drop proceeds must sign the count sheet attesting to the verification of the total received, and thereby assuming accountability of the drop proceeds, and ending the count.
  - (v) Any unresolved variances between total drop proceeds recorded on the count room report and the cage/vault final verification during transfer must be documented and investigated.
- (17) The count sheet, with all supporting documents, must be delivered to the accounting department by a count team member or agent independent of the cashiers department. Alternatively, it may be adequately secured and accessible only by accounting department.
- (h) *Collecting currency cassettes and financial instrument storage components from kiosks.* Controls must be established and procedures implemented to ensure that currency cassettes and financial instrument storage components are securely removed from kiosks. Such controls must include the following:

- (1) Surveillance must be notified prior to the financial instrument storage components or currency cassettes being accessed in a kiosk.
  - (2) At least two agents must be involved in the collection of currency cassettes and/or financial instrument storage components from kiosks and at least one agent should be independent of kiosk accountability.
  - (3) Currency cassettes and financial instrument storage components must be secured in a manner that restricts access to only authorized agents.
  - (4) Redeemed vouchers and pulltabs (if applicable) collected from the kiosk must be secured and delivered to the appropriate department (cage or accounting) for reconciliation.
  - (5) Controls must be established and procedures implemented to ensure that currency cassettes contain the correct denominations and have been properly installed.
- (i) *Kiosk count standards.* (1) Access to stored full kiosk financial instrument storage components and currency cassettes must be restricted to:
- (i) Authorized agents; and
  - (ii) In an emergency, authorized persons for the resolution of a problem.
- (2) The kiosk count must be performed in a secure area, such as the cage or count room.
  - (3) If counts from various revenue centers and kiosks occur simultaneously in the count room, procedures must be in effect that prevent the commingling of funds from the kiosks with any revenue centers.
  - (4) The kiosk financial instrument storage components and currency cassettes must be individually emptied and counted so as to prevent the commingling of funds between kiosks until the count of the kiosk contents has been recorded.
- (i) The count of must be recorded in ink or other permanent form of recordation.
  - (ii) Coupons or other promotional items not included in gross revenue (if any) may be recorded on a supplemental document. All single-use coupons must be cancelled daily by an authorized agent to prevent improper recirculation.
  - (5) Procedures must be implemented to ensure that any corrections to the count documentation are permanent, identifiable, and the original, corrected information remains legible. Corrections must be verified by two agents.
- (j) *Controlled keys.* Controls must be established and procedures implemented to safeguard the use, access, and security of keys for kiosks.

(k) *Variances*. 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.

[77 FR 58712, Sept. 21, 2012, as amended at 78 FR 63874, Oct. 25, 2013]