

Office of Lt. Governor/
 Department of Culture, Recreation & Tourism
 Funding Agreement Checklist

Agency/Program: Louisiana Serve Commission/Volunteer Generation Fund

Recipient: HandsOn New Orleans

- Indicate:
- Cooperative Endeavor
 - Professional Services Contract
 - Personal Services Contract
 - Consulting Services Contract
 - Social Services Contract
 - Grant: Indicate Specific Program 10VGHLA001
 - Line Item Appropriation
 - Letter of Agreement

- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include budget worksheet? <i>See attached budget detail</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include anticipated uses? <i>budget narrative.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include estimated duration of the project? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement include goals, objectives, and measures of performance? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does the agreement indicate requirement of written progress report every six (6) months? <i>Agreement is for reimbursement of technology fees. No report is required.</i> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does the agreement notify the recipient of Louisiana Audit Law (R.S.24:513)? (See attached schedule) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been approved by the appointing authority? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Has the comprehensive budget been properly transmitted to the Louisiana Legislative Auditor? |

Signatures: *Proque*
 Contract Monitor

Kevin H.
 Appointing Authority

10/12/2011
 Date

10/13/11
 Date



JAY DARDENNE
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
LOUISIANA SERVE COMMISSION

POST OFFICE BOX 44243
BATON ROUGE, LA 70804

September 30, 2011

Ms. Cathy Puett
4153 Canal Street
New Orleans, LA 70119

RE: Ending Date of Grant 10VG1184300012

Dear Ms. Puett,

Due to the delay on getting the Grant Agreements out as well as the invoice dates as issued by Hands On for the Hands On Connect technology, we are extending the Grant agreement to December 31, 2011 to ensure the reimbursements are processed.

Sincerely,

A handwritten signature in cursive script that reads "Nicholas Auck".

Nicholas Auck
Director of Volunteer Outreach

FUNDING PERIOD: October 1, 2010 – September 30, 2011
SUB-GRANTEE: Hands On New Orleans

AWARD AMOUNT: \$5,000.00
GRANT AGREEMENT: 10VG1184300012

**STATE OF LOUISIANA
OFFICE OF THE LT. GOVERNOR
LOUISIANA SERVE COMMISSION
GRANT AGREEMENT**

BE IT KNOWN, the Louisiana Serve Commission, Office of the Lt. Governor of the State of Louisiana (hereafter sometimes referred to as the "State" or "LA Serve") and Hand On New Orleans (hereafter sometimes referred to as "Sub-grantee ") do hereby enter into this agreement ("Agreement") under the following terms and conditions.

1. Services

Sub-grantee hereby agrees to purchase the HandsOn Connect technology, to include the Annual Licensing Fee and Maintenance Fee, in order to register volunteers and post volunteer opportunities.

2. Purpose of the Grant

The goal of this Grant Agreement is to fund activities that support the recruitment, training and placement of volunteers with Volunteer Connector Organizations (VCOs) to expand their capabilities to improve the standard of living of all Louisiana citizens. VCOs taking part in this program have independently chosen to utilize the HandsOn Network technology known as HandsOn Connect to develop a web platform that allows citizens to register their availability to volunteer their talents to multiple voluntary organizations. Additionally, the technology allows voluntary organizations to post opportunities for volunteering, coordinate volunteers during specific events capturing the number of volunteers, the hours worked, the financial contribution of their time and the impact on the community. The funding has been made available for this specific purpose through the Volunteer Generation Fund grant to Louisiana in support of improving volunteerism in the State.

3. Grant Award

In consideration of the work described above, the State hereby agrees to pay Sub-grantee a maximum sum of \$5,000.00.

This funding is contingent upon the availability of funds appropriated to the State by the Louisiana Legislature or accruing to the State from other sources. The grant amount shall be paid in accordance with the following requirements:

a. **Term.** The term of the grant agreement is twelve (12) months, beginning September 26, 2011 and ending on December 31, 2011, unless ended earlier for cause, by mutual consent of both parties or due to lack of continuation of funding.

b. **Reimbursement Requests.** Reimbursement Requests are submitted under this Grant Agreement for payments. Payments will be made as a reimbursement for allowable expenditures incurred in fulfilling the terms of the Grant Agreement. Sub-Sub-grantee may submit a Reimbursement Request based on work and Goods & Services that have been invoiced, but not received, with prior approval of the Grant Monitor. Sub-grantee shall submit to the Grant Monitor with the final original invoice, a Final Report, and all supporting documentation required to verify that the qualifying marketing expenses were actually incurred by the Sub-Sub-grantee in compliance with the terms of the Grant Agreement, due no later than thirty (30) days of the end of the Grant Agreement.

c. **Payment.** The Grant Monitor shall review and verify the invoice(s), and all supporting documentation for compliance with the Grant Agreement. Upon approval, Grant Monitor shall authorize the invoice(s) for payment. Reimbursement usually takes 2-4 weeks.

The State will reconcile the invoice to the supporting documentation. The State will adjust payments downward in the event the invoice(s) includes a request for payment of expenses that are not qualifying expenses, the State has not been acknowledged, the documentation to support the expense is missing or inadequate, or for noncompliance with the terms of this agreement. The State will provide the Sub-grantee notice of the defect and a reasonable opportunity to cure.

If it is determined by the Grant Monitor or by an audit that State funds were expended on non-reimbursable expenses, Sub-grantee will be required to repay the State. If the Sub-grantee defaults on the agreement, breaches the terms of the agreement, or ceases to do business, it shall be required to repay the State in accordance with the State's terms or requirements.

Sub-grantee shall be entitled to payment for expenses incurred prior to Sub-grantee's receipt of the notice of termination to the extent that the incurred expenses are allowable, otherwise consistent with the terms of this Agreement and the provisions of the Volunteer Generation Fund, and are properly requested as set forth herein.

d. **Appropriations Act for FY 2011-2012.** No funds appropriated under the Appropriations Act for FY 2011-2012 shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the state unless the entity (e.g., a Sub-grantee) executes an agreement (e.g., a grant agreement) and submits to the transferring agency (e.g., LA Serve), for approval, a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The transferring agency shall submit the Agreement, the Budget and any other required information to the legislative Auditor for approval at ebudgets@lla.la.gov.

4. Amendments

Any change to this Agreement must be consistent with the provisions of the Volunteer Generation Fund. Any change to this agreement requires a written amendment.

5. Acknowledgment Statement

The following statement shall appear prominently positioned next to the official logo of AmeriCorps and shall appear in close proximity to the name of the Sub-grantee organization in all printed and broadcast promotional material, publicity, advertising and printed programs supported by this grant: "Supported by a grant from the Louisiana Serve Commission in the Office of the Lieutenant Governor Jay Dardenne."

6. Termination

Either party may terminate this grant at any time by giving thirty (30) days written notice. This agreement, if terminated, shall terminate as of the last day of the month following the date of the original notice or on a mutual agreed upon date.

The Commission may terminate this contract for cause based upon the failure of the Sub-grantee to comply with the terms and/or conditions of the grant agreement; provided that the Commission shall give the sub-Sub-grantee written notice specifying the Sub-grantee's failure. If within thirty (30) days after receipt of such notice, the Sub-grantee shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Commission may, at its option, place the Sub-grantee in default and the grant agreement shall terminate on the date specified in such notice.

The Sub-grantee may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Commission to comply with the terms and conditions of this grant agreement; provided that the Sub-grantee shall give the Commission written notice specifying the Commission failure and a reasonable opportunity for the Commission to cure the defect.

7. Retention of Records

The Sub-grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation and program performance data, member information and personnel records for three (3) years from the date of the submission of the final Financial Status Report (SF 269A). If an audit is started prior to the expiration of the three (3) year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

8. Audits

A Sub-grantee that expends \$500,000 or more of total federal awards in a fiscal year is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133 (If the Sub-grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A Sub-grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirement of OMB Circular A-133 for that year.

9. Taxes

The Sub-grantee hereby agrees that the responsibility for payment of taxes, if any, from the funds thus received under this agreement and/or legislative appropriation shall be Sub-grantee's obligation and identified under Federal Tax identification number _____.

10. Assignment of Interest

The Sub-grantee shall not assign any interest in this grant and shall not transfer any interest in same (whether by assignment or notation), without prior written consent of the State, provided however, that claims for money due or to become due to the Sub-grantee from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the State.

11. Anti-discrimination

The Sub-grantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1972, the Fair Housing Act of 1968 as amended, and Sub-grantee agrees to abide by the Requirements of the Americans with Disabilities Act of 1990. Sub-grantee agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by the Sub-grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

12. Admission

In order to provide members of the Louisiana Serve Commission and the State and its staff an opportunity to report and appraise the caliber of the program supported by State and Federal funds, the Grantee agrees to admit, without charge, agents of the Louisiana Serve Commission to programs and related presentations.

13. Equipment Purchases

No equipment may be purchased with funds awarded from this grant.

14. Release

The Grantee shall indemnify and save harmless the State against any and all claims, demands, suites, and judgements of sums of money to any party for the loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work to the Grantee, his/her agents, servants, or employees while engaged upon or in connection with services required or performed by the Grantee hereunder.

15. Special Conditions

- A.) Provide a list of projects, the schools where they are located and the Partner organization(s) by project.
- B.) Provide a roster of those attending the Train-the Trainer Course with the reimbursement request.

16. Other Provisions

Any claim or controversy arising out of this contract shall be resolved by the provisions of LA - R.S. 39:1524 – 1526.

17. Certifications

- A.) The Grantee certifies that it is a drug-free workplace in accordance with the Drug-Free workplace Act of 1988 and HUD's implementing regulations at 24 CFR Part 24, Subpart F.
- B.) The Grantee certifies that it is a non-profit 501(c) 3 organization or institution of higher education or a public entity.

18. Signatories

I hereby certify that I fully understand all terms of this agreement and that I am the authorized official designated to sign this agreement.

THE STATE OF LOUISIANA

THE GRANTEE

Charles R. Davis Date
Deputy Secretary
Office of the Lt. Governor

Cathy Puett Date
Chief Executive Officer
Hands On New Orleans

Camm Morton Date
Chair
Louisiana Serve Commission

Janet Pace Date
Executive Director
Louisiana Serve Commission

<p>CONTRACT DATES: August 5, 2011 to September 30, 2011 MAXIMUM AMOUNT: \$5,000.00 LEGAL APPLICANT: Hands On New Orleans PROGRAM: Hands On Network Licensing Fee & Network Maintenance</p>
