

## **Appendix III: Subgrant or Contract Proposal**

### **Veterans Pro Bono Program Subgrant or Contract Proposal**

**Instructions:** Applicants must create a separate document for each proposed subgrant or contract using grant funds. Include Applicant name, the header (“Subgrants” or “Contracts”) and the text of the related questions listed below in the response. Each subgrant or contract proposal should not exceed two (2) double-spaced pages and should conform to the Format Instructions in Section V of the RFP. Please see Section VII of the RFP regarding the criteria for subgrants and contracts. A proposal form is required for all proposed subgrants and any proposed contracts for \$10,000 or more in goods or services that are handled in one transaction or could reasonably be handled in one transaction.

#### **Applicant Name:**

#### **Contracts**

1. Contract amount from Veterans Pro Bono Program funds:
2. Describe the contractor’s project role, including specific tasks and responsibilities. Additionally, justify the use of third parties to accomplish these tasks and responsibilities.
3. Are you proposing a specific third-party contractor?
  - a. If yes, please indicate the proposed contractor:
  - b. If you are proposing a specific third-party contractor, provide an explanation of the contractor selection process.
4. Please identify your proposed methods of overseeing performance by the contractor.

#### **Subgrants**

1. Subgrant amount from Veterans Pro Bono Program funds:
2. Please indicate the proposed subgrantee:
3. Describe the qualifications of the proposed subgrantee (e.g., length of time in existence, number of staff, type of organization, reputation in the legal community).
4. Describe the proposed subgrantee’s role in the project and describe all subgrantee activities that will be supported by the Veterans Pro Bono Program subgrant.
5. Please identify your proposed methods of overseeing performance by the subgrantee.

## **Appendix IV: Budget Instructions**

The proposed budget should be sufficient to allow the Applicant to perform the activities described in the Project Narrative and provide a full explanation of costs and their purpose, justification, and the basis of Applicant's calculations.

Applicants must submit a proposed budget that includes the proposed Veterans Pro Bono Program's share of the project and other sources of support. Applicants must submit their budgets using the Excel template labeled "Project Budget Template" that is provided with the RFP. The Project Budget template consists of two parts: the Budget Summary (Tab 1 of the template), and the Budget Detail (Tabs 2-6 of the template). Start by completing the Budget Detail by filling in Tabs 2-6 (additional guidance provided below). The total dollar amounts from the Budget Detail tabs will automatically populate the Budget Summary in Tab 1. You do not need to enter any information directly into Tab 1, Budget Summary.

The complete budget document should be saved as an Excel document and submitted as an email attachment along with Applicant's package of application materials. Please name the budget document as follows: "Applicant Name-Project Budget."

It is important for Applicants to provide the complete and total cost of the project in the Budget Detail tabs because they automatically populate the Budget Summary form for the project. If project-related expenses, including in-kind staff time, do not appear in the budget, reviewers will not assume those costs will be contributed as part of the project.

LSC will determine the final amount of the grant award and may negotiate the final budget with the selected Applicant.

### **Eligible Costs**

LSC will allow costs that are directly related to the project, subject to 45 C.F.R. Part 1630—Cost Standards and Procedures. This includes costs for: personnel; fringe benefits; purchase or rental of computer hardware, software, and other end-user equipment; telecommunication services and related equipment; consultants and other contractual services; travel; and supplies. All costs must be reasonable and directly related to the project.

*Please note that all costs for the proposed project must be captured through line items—there is no general "administrative cost" line item and indirect costs will not be approved.* In addition, all of the Part 1630 requirements must be complied with, including obtaining prior approvals required by Part 1630, the Property Management and Acquisition Manual, Part 1627, and any other LSC requirements. The award of a grant does not constitute a prior approval unless it specifically states otherwise.

Additionally, all contracts for \$10,000 or more in goods or services that are handled in one transaction or could reasonably be handled in one transaction will be subject to grant assurances requiring competition or sole-source justification.

Failure to obtain required prior approval for an expenditure may result in disallowance of the entire cost.

### **Discounts**

The value of products or services must reflect the fully discounted price to the Applicant. For instance, if there is a 70% discount on computer equipment, then the value of the equipment should appear in the budget as the actual amount paid (i.e., 30% of the undiscounted price of the computer equipment).

### **Reporting on Expenditure of Funds**

The Applicant should include a statement of the methods that it will adopt and the records that it will keep to track and identify the source and application of the grant funds. These methods should include separate reporting of the grant funds by line item in the annual audit and recordkeeping to track all time and costs charged to this grant separate from other funds.

### **Prior Approval for Property Acquisition**

The provisions of 45 C.F.R. § 1630.5 requiring prior approval of the purchase or lease of any individual item, or a group of related items of personal, non-expendable property over \$10,000 in value, apply to this grant. In order to expedite purchases or lease after the grant award, the Applicant may wish to include a request for prior approval with its grant application. The procedures for requesting prior approval can be found in Section 3 of the LSC Property Acquisition and Management Manual (PAMM). This manual is available online at <https://federalregister.gov/a/01-23008>. For questions about this process, please contact Lora M. Rath, Director, LSC Office of Compliance and Enforcement, Telephone: 202.295.1524; Email: rathl@lsc.gov.

#### **I. Project Budget Overview**

Applicants are provided with an Excel template for their total and detailed budget information (the Project Budget Template). The Project Budget template is described and illustrated below in Section II of these Budget Instructions. The template is provided as a separate document to these Budget Instructions.

The first tab of the Project Budget template is called the Budget Summary and the subsequent sheets of the template are referred to as the Budget Detail.

There are three budget categories in the Project Budget: Personnel Expenses, Project Expenses, and Third-Party Transfers (Subgrants and Contracts). Within these categories, there are a total of twelve budget line items available.

In the Project Budget, Applicants must indicate who is contributing to each of the twelve budget items. The template has columns for (a) the amount requested from the Veterans Pro Bono Program, (b) the Applicant's contributions, (c) cash contributions from other partners, (d) the value of in-kind contributions from other partners, and (e) the total of columns (a) - (d).

##### ***A. Budget Summary (Tab 1)***

The Budget Summary tab provides the aggregated, total budget for the project. The Budget Summary amounts are automatically tabulated from the amounts the Applicant provides in the Budget Detail sheets of the Excel template.

Each line of the Budget Summary provides the total for that category. For example, in the Budget Summary, Item 2b will be the total costs for equipment purchases or rentals for the

Applicant. If the project plans to make several different equipment purchases, the total is displayed in the Budget Summary by pulling data from the related Budget Detail tab (explained in more detail below). The Budget Summary displays the aggregate amount and the Budget Detail displays the itemized expenses.

Below is the Budget Summary form that appears as Tab 1 in the Project Budget template:

		A	B	C	D	E
		Veterans Pro Bono Program Share	Applicant Share	Cash Support from Other Partners	In-Kind Support from Other Partners	Total Columns A through D
<b>1. Personnel Expenses</b>	a. Salaries/Wages					
	b. Fringe Benefits					
	<i>Subtotal Personnel Expenses</i>					
<b>2. Project Expenses</b>	a. Travel					
	b. Equipment					
	c. Software					
	d. Supplies					
	e. Communication					
	f. Training					
	g. Evaluation					
	h. Other (Identify)					
	<i>Subtotal Project Expenses</i>					
<b>3. Third-Party Transfers</b>	a. Contract					
	b. Subgrant					
	<i>Subtotal Third-Party Transfers</i>					
<b>TOTALS</b>						
Percentage of Total Project						

***B. Budget Detail (Tabs 2-6)***

The Budget Detail tabs (Tabs 2-6) set out the itemized description, purpose, and calculation for each budget line item. These sheets populate the budget items listed in the Budget Summary. This is where Applicants detail proposed expenditures in relation to the project activities. In the Budget Detail tabs, Applicants are asked to explain each budget item fully, including specific costs. The budget must be reasonable for the tasks proposed, and the relationship of budget items to the Project Narrative, especially the project goals, objectives, and activities, should be clearly defined and communicated to allow for effective evaluation of the project.

When the grant award is made, unless it is modified by agreement with LSC, the Applicant is committed to the budget submitted in the application, including contributions from the Applicant and from other partners. Please be sure that the anticipated additional resources are realistic.

### ***C. Description of Budget Line Items***

*1a. Salaries and Wages:* Include the salary or wages of personnel who will staff or have responsibilities for the proposed Veterans Pro Bono Program project, indicating the share that will be attributable to this grant, the Applicant, or another partner. Each staff person included in the budget must be described in both the Project Narrative section of the application and in the Budget Detail. Individuals or personnel from other organizations with whom the Applicant is planning to subgrant or contract should be listed separately in Tabs 5 and/or 6 of the Excel template and in a Subgrant or Contract Proposal.

*1b. Fringe Benefits:* Include cost of benefits for the project staff. In the Budget Detail, Applicants should identify the fringe benefit rate as a percentage of the salaries to which they apply. Allowable fringe benefits typically include FICA, worker's compensation, retirement, SUTA, health and life insurance, IRAs, and 401(k) or 403(b) plans. If the total fringe benefit amount is over 35% of the salary subtotal line, Applicants must list the covered items separately and justify the cost in the space provided for narrative comments in the spreadsheet. Holidays, leave, and other similar vacation benefits are not included in the fringe benefit rates, but are absorbed into the personnel expenses (salary) budget line item.

*2a. Travel:* Include costs for project staff travel that is directly related to the project. Allowable costs are transportation, lodging, subsistence, and other related expenses. In Tab 3 of the Budget Detail, please provide a calculation that includes itemized costs for airfare, transportation, lodging, per diem, and other travel-related expenses multiplied by the number of trips and project staff per trip. Where applicable, identify the current standard reimbursement rate(s) of the organization for mileage, daily per diem, and similar supporting information. Reimbursement should not exceed the federal mileage rate, unless Applicant policy permits and an Applicant provides a justification in the space provided for narrative in Tab 3. Only domestic travel is allowable. Applicants may include travel costs associated with participation in conferences.

*2b. Equipment:* Equipment is defined as tangible, non-expendable personal property having a useful life of more than one year. In Budget Detail Tab 3, if applicable, please show the unit cost and number of units you are requesting. Provide a brief justification for the purchase or rental of the equipment. Applicants may be asked to provide further explanation of equipment costs that exceed 10% of the total Veterans Pro Bono Program funds requested.

*2c. Software:* Software can include the purchase of off-the-shelf software that is directly related to the project. It can also include subscriptions, user licenses, or add-on modules for existing software necessary for the proposed project.

*2d. Supplies:* Include the funds necessary for the purchase of consumable supplies and materials. In Budget Detail Tab 3, provide a list of the types of supplies that will be necessary for the project with a calculation for cost determinations.

*2e. Communication:* Include the costs necessary to maintain communications and connectivity for the project, and to market and promote the project. This can include web content development, use of social media, promotional materials, translation services, and advertising. It can also include data charges or plans necessary to maintain communications for the project.

*2f. Training:* Include the costs associated with training staff on project requirements or to enhance the skills staff need for effective project implementation. In addition, include the

expenses associated with training pro bono volunteers including materials, meeting space fees, and incidentals.

*2g. Evaluation:* Include costs for project evaluation activities, including additional staff time, use of evaluation consultants, purchase of instrumentation, and other costs.

*2h. Other:* Include and explain any other project-related costs not captured in the categories above.

*3a. Contracts:* Contracts can include the costs for third parties to provide services related to the project's operations, provided they are not subgrants for programmatic activities. This can include contracts to: provide software coding for new online templates, provide project management support in technology implementation efforts, conduct technical training, conduct surveys, provide graphic design or user interface services, or conduct web or software development work. Where applicable, please indicate the hourly rate for contractors.

Applicants with expenses listed under Contracts should list *each* entity or type of entity with whom Applicants propose to contract in Budget Detail Tab 5. In addition, Applicants must complete a Contract Proposal for each proposed contract. See Appendix III for the Proposal questions.

*3b. Subgrants:* Subgrants include costs for third parties to engage in programmatic activities that the grantee would otherwise be expected to carry out in furtherance of the project goals and activities.

Applicants with expenses listed under Subgrants must complete Tabs 5 and 6. First, complete Tab 6, Subgrant Budget Detail, to indicate the expenses related to the proposed subgrant. Applicants should create a separate Subgrant Budget Detail sheet for each proposed subgrant by duplicating Tab 6 as many times as necessary. Second, after you have completed the Subgrant Budget Detail tabs, please manually enter the total costs from the Tab 6 into Tab 5, Item 3b (Subgrants). Note: the Subgrant Budget Detail tab(s) will not automatically populate the Budget Summary in Tab 1.

In addition, Applicants must complete a Subgrant Proposal for each proposed subgrant. See Appendix III for the Proposal questions.

**II. Budget Detail Instructions (Excel Template Tabs 2-6)**

Below are instructions for Applicants to reference when completing the Budget Detail sheets of the Excel Project Budget Template.

**1a. Personnel: Salaries/Wages and Fringe Benefits**

- i. In the table below, please provide the following detail for each project staff person at the Applicant’s organization for whom the Applicant is requesting Veterans Pro Bono Program funds. List each individual separately with his/her name and title, annual salary, the percentage of time that will apply to the grant, the amount charged to the Veterans Pro Bono Program, the amount charged to the Applicant’s other funds, and the Other Partner(s) shares through cash or in-kind contributions. If the Applicant is planning to subgrant for personnel at another entity as part of this project, the personnel costs related to each subgrant must be detailed separately in Tabs 5 and 6.

Name & Position Title	Project Personnel							
	Full Annual Salary	% Time Dedicated to the Project	Prorated project salary	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>John Smith/Project Director</i>	60,000	100%	60,000	60,000	0			60,000
<i>Jane Doe/Grants Manager</i>	45,000	20%	9,000	6,000	3,000			9,000
<i>Name &amp; Position</i>			0					0
<b>Salary Subtotal</b>				<b>66,000</b>	<b>3,000</b>	<b>0</b>	<b>0</b>	<b>69,000</b>
<b>Fringe Benefits Rate</b>				24%	24%			
<b>Total Fringe Benefits</b>				<b>15,840</b>	<b>720</b>	<b>0</b>	<b>0</b>	<b>16,560</b>
<b>TOTAL Personnel Expenses</b>				<b>81,840</b>	<b>3,720</b>	<b>0</b>	<b>0</b>	<b>85,560</b>

- ii. Please provide a brief statement of the project responsibilities of the listed staff members in the space for narrative below the table.
- iii. For project staff included in the Budget Detail, but for whom Veterans Pro Bono Program funds are not being requested, please provide a brief explanation of the amounts included and the project responsibilities of these individuals.
- iv. Please provide a flat Fringe Benefits rate that is consistent with the overall rate in the Applicant’s organization. For benefit rates charged to the grant share that exceed 35%, please provide a list of benefits included and the justification for the higher rate in the space for narrative below the table.

**2a. Project Expense: Travel**

In the table below please include costs for project staff travel that is directly related to the project. Allowable costs are transportation, lodging, subsistence, and other related expenses. In addition, provide a brief description and justification for the travel items in the space for narrative below the table.

Travel						
Purpose of Travel	Calculation	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Annual State Bar Conference</i>	780 miles RT x .40/mile = \$312 Lodging \$150/night x 2 nights = \$300 Per diem \$35/day x 2 days = \$70 Conference Fee: \$300 (waived)	682			300	982
<i>Purpose of Travel goes here</i>						0
<i>Purpose of Travel goes here</i>						0
<i>Purpose of Travel goes here</i>						0
<b>Total Travel</b>		682	0	0	300	982

## 2b. Project Expense: Equipment

Please provide the following detail for equipment necessary for the project. In addition, provide a brief description and justification for the equipment in the space for narrative below the table.

Equipment						
Item/Purpose	Calculation	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Tablets purchase</i>	3*\$500	1,000	500			1,500
<b>Total Equipment</b>		1,000	500	0	0	1,500

## 2c. Project Expense: Software

Please provide the following detail for software necessary for the project. In addition, provide a brief description and justification for the software costs in the space for narrative below the table.

Software						
Item/Purpose	Calculation	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Item/Purpose goes here (insert as many lines as necessary below.) Please make sure to adjust the Total Software formula to reflect the additional lines.</i>						0
<i>Item/Purpose</i>						0
<b>Total Software</b>		0	0	0	0	0

## 2d. Project Expense: Supplies

Please provide the following detail for supplies necessary for the project. In addition, provide a brief description and justification for the supply costs in the space for narrative below the table.

Supplies						
Item/Purpose	Calculation	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Item/Purpose goes here (insert as many lines as necessary below.) Please make sure to adjust the Total Supplies formula to reflect the additional lines.</i>						0
<i>Item/Purpose</i>						0
<b>Total Supplies</b>		0	0	0	0	0

## 2e. Project Expense: Communication

Please provide the following detail for communication costs necessary for the project. In addition, provide a brief description and justification for the communication costs in the space for narrative below the table.

Communication						
Item/Purpose	Calculation	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Purpose of Communication goes here (insert as many lines as necessary below.) Please make sure to adjust the Total Communication formula to reflect the additional lines.</i>						0
<i>Item/Purpose</i>						0
<b>Total Communication</b>		0	0	0	0	0

## 2f. Project Expense: Training

Please provide the following detail for staff and/or volunteer trainings related to the project. In addition, provide a brief description and justification of the training costs in the space for narrative below the table.

Training						
Item/Purpose	Calculation	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Item/Purpose goes here (insert as many lines as necessary below.) Please make sure to adjust the Total Training formula to reflect the additional lines.</i>						0
<i>Item/Purpose</i>						0
<b>Total Training</b>		0	0	0	0	0

**2g. Project Expense: Evaluation**

Please provide a brief description and justification for evaluation expenses.

Evaluation						
Evaluation	Calculation (if applicable)	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Include Total Evaluation costs here ONLY. Do NOT itemize.</i>						0

**2h. Project Expense: Other**

Please include and explain any other project-related costs not captured in the categories above.

Project Expense: Other						
Project Expense: Other	Calculation (if applicable)	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Include any other project related costs not captured in 2a through 2g.</i>						0

**3a. Contracts**

Please indicate the cost of each contract below. Applicants with expenses listed under Contracts must also complete a Contract Proposal for each entity with whom Applicant seeks to contract. See Appendix III for Proposal questions.

Contracts					
Contractor	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Contractor Name/Purpose goes here (insert as many lines as necessary below.) Please make sure to adjust the Total Contracts formula to reflect the additional lines.</i>					0
<i>Contractor/Purpose</i>					0
<b>Total Contracts</b>	0	0	0	0	0

**3b. Subgrants**

- i. *Tab 5:* Please indicate the cost of each subgrant in the chart below. Applicants with expenses listed under Subgrants must also complete a Subgrant Proposal for each entity to whom Applicant seeks to subgrant. See Appendix III for the Proposal questions.

Please use the next tab, Tab 6 (Subgrant Budget Detail) to complete a detailed budget per subgrantee. The Excel template allows applicants to make duplicate copies of Tab 6 for each subgrantee organization.

Subgrants					
Subgrant	Veterans Pro Bono Program Share	Applicant Share	Cash from other Partner(s)	In-Kind from Other Partner(s)	Project TOTAL
<i>Subgrantee Organization Name goes here (insert as many lines as necessary below.) Please make sure to adjust the Total Subgrants formula to reflect the additional lines.</i>					0
<i>Subgrantee</i>					0
<b>Total Subgrants</b>	0	0	0	0	0

- ii. *Tab 6:* Subgrant Budget Detail

		A	B	C	D	E
		Veterans Pro Bono Program Share	Applicant Share	Cash Support	In-Kind Support from Other Partners	TOTAL (Columns A through D)
1. Personnel Expenses	a. Salaries/Wages					0
	b. Fringe Benefits					0
	<i>Subtotal Personnel Expenses</i>	0	0	0	0	0
2. Project Expenses	a. Travel					0
	b. Equipment					0
	c. Software					0
	d. Supplies					0
	e. Communication					0
	f. Training					0
	g. Evaluation					0
	h. Other					0
	<i>Subtotal Project Expenses</i>	0	0	0	0	0
<b>TOTALS</b>		0	0	0	0	0

## **Appendix V: Outline for Project Narrative**

### **Veterans Pro Bono Program Outline for Project Narrative**

Below are the narrative questions to which Applicants must respond, as well as guidance for providing a complete answer. The information requested in each section should be provided in a narrative format and correspond to the structure of this Outline. Failure to follow this Outline may result in disqualification from the competitive process.

The headings below should be included in the narrative response. However, do not include the instructional language that identifies the specific information that should be addressed.

#### **PROJECT DESIGN AND ACTIVITIES**

##### **A. Organization Description and Project Overview**

##### **B. Program Components**

1. Component One: Outreach to and Access by Eligible Appellants
  - a. Description of Work
  - b. Measurement and Evaluation
2. Component Two: Case Screening and Placement
  - a. Description of Work:
  - b. Measurement and Evaluation
3. Component Three: Pro Bono Volunteer Recruitment and Support
  - a. Description of Work
  - b. Measurement and Evaluation
4. Component Four: Additional Program Services
  - a. Description of Work
  - b. Measurement and Evaluation

#### **ORGANIZATIONAL CAPACITY**

##### **A. Track Record on Veterans Legal Services and Pro Bono Efforts**

##### **B. Ability to Provide Project Support, Oversight, and Capable Leadership**

#### **COST-EFFECTIVENESS AND BUDGET ADEQUACY**

##### **A. Budget Justification**

## **Appendix VI: Text of Public Law 102-229**

Public Law: 102-229, § 109, 105 Stat. 1701, 1710 (12/12/91)

IRE EMERGENCY SUPPLEMENTAL APPROPRIATIONS AND TRANSFERS FOR RELIEF FROM THE EFFECTS OF NATURAL DISASTERS, FOR OTHER URGENT NEEDS, AND FOR INCREMENTAL COSTS OF "OPERATION DESERT SHIELD/DESERT STORM" ACT OF 1992 AND INDEPENDENT AGENCIES

COURT OF VETERANS APPEALS

SALARIES AND EXPENSES

Of the funds made available under this head in Public Law 102-139, not to exceed \$950,000, to remain available until September 30, 1993, shall be available for the purpose of providing financial assistance (through grant or contract made, to the maximum extent feasible, not later than 150 days after enactment of this Act) to facilitate the furnishing of legal and other assistance, without charge, to veterans and other persons who are unable to afford the cost of legal representation in connection with decisions to which section 7252(a) of title 38, United States Code, may apply, or with other proceedings in the Court, through a program that furnishes case screening and referral, training and education for attorney and related personnel, and encouragement and facilitation of pro bono representation by members of the bar and law school clinical and other appropriate programs, such as veterans service organizations, and through defraying expenses incurred in providing representation to such persons:

Provided, That such grants or contracts shall be made by the Legal Services Corporation pursuant to a reimbursable payment from the United States Court of Veterans Appeals for the purposes described herein.

Provided further, That the Legal Services Corporation is authorized to receive a reimbursable payment from the United States Court of Veterans Appeals for the purpose of providing the financial assistance described herein: Provided further, That no funds made available herein shall be used for the payment of attorney fees: Provided further, That, not later than 180 days after the enactment of this Act, and, again, not later than one year after a grant or contract is made pursuant to the provisions of this paragraph, the Legal Services Corporation and the United States Court of Veterans Appeals shall report to the appropriate committees of the Congress regarding the implementation of the provisions of this paragraph.

## Appendix VII: Sample Grant Assurances

### SAMPLE

#### ASSURANCES GIVEN BY THE GRANTEE AS CONDITIONS FOR APPROVAL OF THE [YEAR] GRANT

The Veterans Pro Bono Program grant will be made subject to a set of conditions (the “grant assurances”) to which the successful Applicant must agree.

These sample grant assurances are being provided in advance for your reference and convenience. Please note, however, that the Calendar Year 2016 grant may be subject to additional or different grant assurances. The final grant assurances and grant award requirements will be communicated in writing at the time of any grant award.

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#### GRANTEE HEREBY ASSURES AND CERTIFIES THAT:

1. It will comply with the applicable provisions of Pub. L.102-229, 105 Stat. 1701 (1991), as incorporated by reference in the current appropriation, these assurances, and any other applicable appropriations and other applicable laws, regulations or rules governing grantee use of funds provided under this grant.
2. It will provide services consistent with the Request for Proposals (RFP), the grant application, subsequent agreements, the renewal application, and policy and procedural determinations that are incorporated by reference herein. It agrees to provide all plans, programs, systems, forms, information collection and statistical data-collection devices, information, and/or any other material as required by the RFP, or by LSC pursuant to the RFP, the grant application, the renewal application, and any attendant documents.
3. It will not assign the rights set forth under this grant to any other person or entity without prior written approval of LSC’s Grant Administrator. It shall be fully responsible for carrying out all of the grant assurances and conditions. It agrees to provide services consistent with those described in its grant application as finally amended and approved by LSC.
4. Except where it is determined by LSC in writing that one or more provisions are inapplicable to or inconsistent with this grant, it will comply with the provisions of the *Government Auditing Standards – 2011 Revision* (The Yellow Book) established by the Comptroller General of the United States, the LSC Property Acquisition and Management Manual, the LSC regulation on cost standards and procedures at 45 C.F.R. Part 1630, the Bonding of Recipients requirements at 45 C.F.R. Part 1629 (to carry fidelity bond coverage as set out in the regulation), and with any amendments of the foregoing adopted before or during the period of this grant. It will comply with all substantive and procedural requirements, including recordkeeping and reporting requirements. References to Corporation or LSC funding in the foregoing will be treated for these purposes as referring to funds appropriated by Congress for the Veterans Pro Bono Program.
5. It will submit a written request to LSC that sets out its justifications for waiver of any of

the requirements referenced herein or of any of the provisions of these assurances if the grantee believes that such provisions should not be applicable to the grantee during this grant period. The Corporation will review any request for such a waiver submitted by the grantee. The Corporation will rule on such waiver requests expeditiously, and will provide such rulings in writing including the supporting reasons for disposition.

6. It will provide legal services in accordance with the plans set out in its grant application as finally amended and approved by LSC, and agrees to provide high quality, economical, and effective legal assistance, as measured by generally accepted professional standards, the LSC Performance Criteria, ABA Standards for the Provision of Civil Legal Aid, ABA Standards for Programs Providing Civil Pro Bono Legal Services to Persons of Limited Means, and consistent with any applicable code or rules of professional conduct, responsibilities, or ethics.
7. It will not discriminate on the basis of race, color, religion, gender, age, disability, national origin, sexual orientation, or any other basis prohibited by law against: (1) any person applying for employment or employed by the grantee, including volunteers; or (2) any person seeking or provided assistance from the grantee or other program(s) supported in whole or in part by this grant. The governing body has adopted or will adopt in a timely manner Equal Opportunity and Sexual Harassment Policies, each of which must include an effective mechanism for processing complaints.
8. It will cooperate with all reasonable, grant-related, information-collection requirements and requests, and shall be prepared to provide during normal business hours, to any authorized representative of LSC, including the LSC OIG, or the Comptroller General of the United States, access to and copies of all original grant-related records, books, papers, and documents in the possession, custody, or control of the applicant, except for those properly subject to the attorney-client privilege, attorney work product, and/or whose disclosure violates the rules of professional conduct that apply in the jurisdiction where the legal assistance is provided. It agrees to provide LSC with the requested materials in a form determined by LSC while, to the extent possible consistent with this requirement, preserving applicable client secrets and confidences and respecting the privacy rights of the Applicant's staff members. Such cooperation shall include making staff available for interviews and otherwise allowing staff to cooperate with the same. It understands that nothing in these Grant Assurances in any way restricts or limits the authority of the LSC OIG to access any and all records and information to which it is entitled under the Inspector General Act of 1978, as amended, 5 U.S.C. app. §3.

Information subject to the attorney-client privilege, attorney work product, or the applicable Rules of Professional Responsibility must be identified and maintained separately from the grant-related administrative or financial records or information not subject to such rules and privilege so as not to impede LSC's access to the unprotected information.

9. It will require that all of its employees and volunteers give full cooperation to LSC personnel or contractors and consultants engaged in site reviews, audits, compliance investigations, or other oversight activities involving the grantee. It will not take or threaten to take any disciplinary action against any person, including employees and volunteers, because of any appropriate cooperation with or the appropriate release of information to LSC, including the OIG, or other entity authorized to receive such cooperation or information pursuant to applicable procedures and consistent with any

- applicable law, code of ethics, or rule of professional responsibility. It will notify its employees and volunteers that it will not take retaliatory actions against an employee or volunteer (including board members) for any appropriate cooperation with LSC, including the OIG, or other entity authorized to receive such cooperation.
10. It will obtain an audit of the grant funds at the end of its fiscal year. The audit will be performed in accordance with *Government Auditing Standards – 2011 Revision* (The Yellow Book) established by the Comptroller General of the United States. As part of the audit, the grantee will submit a schedule showing the receipts and expenditures of grant funds for the fiscal year, including beginning and ending net assets related to the grant funds, and will report those amounts for this grant separately from any other grants or awards that may be included in the schedule. It will submit three (3) copies of such audit report to LSC’s Office of Inspector General and to the LSC Grant Administrator within 180 days after the end of the grantee’s fiscal year. The grantee remains responsible to LSC for proper expenditure of, documentation of, accounting for, and audit of all grant funds, whether or not transferred to other agencies or sub-grantees.
  11. It will notify the LSC OIG Hotline (Telephone: 800-678-8868 or 202-295-1670; E-mail [hotline@oig.lsc.gov](mailto:hotline@oig.lsc.gov); Fax 202-337-7155) within two (2) business days of the discovery of any information that gives it reason to believe it has been the victim of a loss of \$200 or more as a result of any: willful misrepresentation or theft of time, crime, fraud, misappropriation, embezzlement, or theft involving property, client funds, grant funds, or any funds regardless of source; or when the grantee has contacted local, state, or federal law enforcement officials about a crime. It also will notify the OIG if it has been the victim of a theft of items such as credit cards, check stock, passwords, or electronic access codes that could lead to a loss of \$200 or more. The required notice shall be provided regardless of whether the funds or property are recovered. Once it has determined that a reportable event has occurred, it agrees it will contact the OIG before conducting its own investigation into the occurrence.
  12. It will notify the LSC Grant Administrator within twenty (20) calendar days whenever any of the following events occur:
    - a. A monetary judgment, sanction or penalty has been entered against it;
    - b. It enters into a voluntary settlement of an action or matter which involves the payment of a monetary judgment, sanction or penalty;
    - c. It experiences a *force majeure* event; or
    - d. Any of a grantee’s key officials (executive director, chief financial officer, or other key financial official) is charged with fraud, misappropriation, embezzlement, theft, or any similar offense, or is subjected to suspension, loss of license, or other disciplinary action by a bar or other professional licensing organization.
  13. It will be covered by professional liability insurance. In the event that any malpractice action is filed against it or a pro bono attorney participating in the program, in connection with activities under this grant, it shall give written notice to LSC’s Office of the Inspector General and the LSC Program Administrator within twenty (20) calendar days after it receives notice of such an occurrence.
  14. It shall give written notice to the LSC Grant Administrator within thirty (30) calendar days after any of the following occurrences that involve activities funded by the grant:
    - a. A decision to close and/or relocate any main or staffed branch office;

- b. Change of chairperson of the governing/policy body (including the new chairperson's name, telephone number, and e-mail address);
  - c. Change of chief executive officer (including the new chief executive officer's name, telephone number, and e-mail address);
  - d. Change in its charter, articles of incorporation, by-laws, or governing body structure; or
  - e. Change in its main e-mail address or its website address (URL).
15. In the event that the grantee anticipates a merger or consolidation with another entity, change of current identity or status as a legal entity, or cessation as a direct recipient of Veterans Pro Bono Program grant funds at the end of the grant term or during the grant term for whatever reason, it agrees:
- a. To provide the LSC Grant Administrator with written notice at least sixty (60) calendar days prior to any of the above events (except when the LSC grant relationship changes as a result of LSC action);
  - b. Not to transfer its interests in its Program grant to another entity without prior approval from LSC for such transfer, including submission to LSC and approval by LSC of a Successor in Interest Agreement;
  - c. To ensure that any successor entity maintains the Program grantee's records, including financial records, for a period of six (6) years after expiration of the grant year to which they pertain and maintains client files for a period of not less than five (5) years after the closure of the case to which they pertain; and,
  - d. To submit to the LSC Grant Administrator, either at the time that it provides the written notice in (a) above, or within fifteen (15) calendar days from being notified by LSC that it will cease to be a recipient of Program grant funds, a plan for the orderly conclusion of the role and responsibilities of the grantee as a recipient of LSC funds. Detailed instructions for preparing this plan are on LSC's website under the title ["The Orderly Conclusion of the Role and Responsibilities of a Recipient of LSC Funds."](#) The grantee will comply with these instructions unless it is determined by LSC in writing that that one or more provisions are inapplicable to or inconsistent with this grant.
16. It will provide the LSC Grant Administrator with financial and budget reports at the same time that they are provided to the grantee's board. These reports will include specific accounting of the funds from this grant so as to clearly indicate the expenditures, obligations, and remaining balance of grant funds within the budget year, pursuant to normal bookkeeping and accounting practices. The grantee will include in its monthly financial report the dollar amount of any monetary contributions made to the grantee by volunteer lawyers or firms, or by any other entity. It will provide LSC with an annual report that includes the total of any additional funding or contributions, including in-kind contributions (e.g., goods, services, or office facilities) that the grantee receives during the period of this grant. It will also include in the annual report the number and dollar amounts of awards received under the Equal Access to Justice Act (EAJA), either by settlement or by court disposition, in cases referred by the grantee to volunteer lawyers pursuant to this grant or predecessor grants.
17. In selected circumstances, it may reimburse pro bono volunteers for selected costs they incur in handling a program case. Pursuant to a written agreement with LS C, it may use grant funds to defray these expenses.
18. It will maintain all records pertaining to the grant during the grant year and for a period

of six (6) years after expiration of the grant year. With respect to financial records, it will maintain originals (or digital images thereof unless otherwise required by applicable law) of all financial records and supporting documentation sufficient for LSC to audit and determine whether the costs incurred and billed are reasonable, allowable, and necessary under the terms of the grant. LSC retains the right to perform an audit, or engage independent auditors to do so, whether during or subsequent to the grant period.

19. It will, in accordance with internal policies, retain and preserve closed client files for a period of not less than five (5) years from the date the file is closed or for the period set by Federal, state, or local rules on maintenance of records, whichever is longer.
20. It understands that Congress may reduce, rescind, or sequester Program funding or may impose additional requirements or restrictions on the use of Program funding. An award of a grant under the competitive bidding process or grant renewal process does not obligate LSC to disburse any funds that are not authorized or appropriated by Congress, nor preclude the imposition of additional Congressional requirements on any funds that are so disbursed. Such requirements or reductions as implemented by LSC shall not constitute a termination, limited reduction of funding, or suspension of funding.
21. Without diminishing in any way LSC's obligations to the grantee under the grant, the grantee understands and agrees that all expenditures made by it in connection with this grant and any obligations incurred by it with respect to this grant will be at its own risk without any obligation of any kind on the part of LSC or the U.S. Court of Appeals for Veterans Claims (Court). This grant shall not be deemed to create an association, partnership, or joint venture between LSC, the Court, or the grantee, or any member thereof. However, LSC and the Court may agree to designate one staff member each to serve as advisors to the grantee's Executive Board.
22. It agrees to expend grant funds for the provision of services within the grant year, subject to the following terms regarding fund balances for Veterans Pro Bono Grant funds from this grant year and prior grant years.
  - a. The fund balance for a specific grant year (e.g., the 2015 Fund Balance) is determined as follows:
    - 1) *Current Grant Funds* means the sum of:
      - a) the amount of this grant, and
      - b) any *Derivative Income* (defined below) for this grant year.
    - 2) *Derivative Income* means income received or earned (consistent with the grantee's accounting method) by the grantee during the grant year from activities supported with funds from this grant or prior year grants, and includes, but is not limited to, income from fees for services (including attorney fee awards and reimbursed costs), sales and rentals of real or personal property, and interest earned on these funds.
    - 3) The *Current Fund Balance* is calculated by adding the Current Grant Funds and the Prior Fund Balance (defined below) and then subtracting all expenditures charged to this grant during this grant year (including capital acquisitions).
    - 4) The *Prior Fund Balance* is the cumulative fund balance at the beginning of this grant year from prior year grants.
    - 5) The *Fund Balance Percentage* is calculated by dividing the Current Fund Balance by the Current Grant Funds.

- 6) The *Excess Fund Balance* is any fund balance amount over a Fund Balance Percentage of 40%.
- 7) The *Permitted Fund Balance* is the amount of funds that the grantee may carry over from this grant year to the next grant year, if a subsequent grant is awarded.
- 8) All amounts used for these calculations are based on the grantee's annual audited financial statement or, prior to the audit, the best available information.

Example (using hypothetical numbers):

2019 Fund Balance (Prior Fund Balance) (cumulative)	\$ 1,200,000
2020 Current Grant Funds (grant plus derivative income)	\$ 3,000,000
2020 Expenses	(\$ 2,900,000)
2020 Current Fund Balance	\$ 1,300,000

2020 Fund Balance Percentage \$1,300,000/\$3,000,000	43%
40% of 2020 Current Grant Funds (cutoff for Excess Fund Balance)	\$ 1,200,000
2020 Excess Fund Balance \$1,300,000 - \$1,200,000	\$ 100,000
Permitted 2020 Fund Balance (for use during the 2021 grant year)	\$1,200,000

- b. If the grantee receives a new Veterans Pro Bono Grant for the next grant year, then it may retain the Permitted Fund Balance for use in the next grant year. Those funds will be subject to all of the terms and conditions of the new grant for the next grant year and will be accounted for separately as funds from prior years.
  - 1) The grantee will account for any cumulative fund balance increases or decreases in each grant year.
  - 2) Any Excess Fund Balance must be returned to LSC as provided below, but no later than December 31, 2015. LSC will reimburse the funds to the Court.
    - a) Within 30 days of the grantee's submission of its annual audited financial statements, the grantee will return the Excess Fund Balance via a single lump sum payment unless LSC has agreed in writing to alternate arrangements.
    - b) If the grantee does not submit an annual audited financial statement by June 30, 2015, then the grantee will return the Excess Fund Balance no later than July 31, 2015, unless LSC has agreed in writing to alternate arrangements.

- c. If the grantee does not receive a new Veterans Pro Bono Grant for the next grant year, the entire Current Fund Balance will be returned to LSC pursuant to close-out procedures described in Grant Assurance 15 above.
23. It will specify in the materials (including the line item budgets) for submission to Congress for the program's annual budget requests: (a) the amount of its estimated Current Fund Balance at the time the budget request is submitted (e.g., the end of December fund balance for 2015 if the budget request will be submitted to Congress in January 2016 for the FY 2017 appropriation), (b) the amount of the estimated fund balance at the end of the grant year during which the request is considered (e.g., the 2016 Fund Balance for a request submitted in January 2016), and (c) the amount of the estimated fund balance it projects to have at the end of the grant year for which funds are requested (e.g., the 2016 grant year fund balance for a FY 2016 request). It will state that these are fund balances of appropriated funds (with derivative funds) and that they do not include funds from other sources. It will state its total budget, all available funds, and the total non-appropriated funds identified by general category (e.g., private donations unrelated to cases, private donations of EAJA fees from assigned cases, private grants, public grants). It will provide those materials to both LSC and the Court.

I have read these assurances and conditions and understand that if this application is approved for funding, the grant and all funds derived therefrom will be subject to these assurances. I hereby certify that if the application is approved, the grantee will comply with these assurances and all applicable laws and regulations. I hereby certify that I understand and agree that if the application is approved, this certification is made as a condition of receiving the grant.

\_\_\_\_\_  
[Grantee Board Chair]

\_\_\_\_\_  
Date

**Appendix VIII: Veterans Pro Bono Program 2016 Grant Competition  
Additional Information**

**LEGAL SERVICES CORPORATION  
Veterans Pro Bono Program  
2016 Grant Competition  
Additional Information**

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**Use of Grant Funds**

The Veterans Pro Bono Program grant funds are authorized *only for services in connection with proceedings in the United States Court of Appeals for Veterans Claims (“Court”)*. As stated in the [Federal Register notice](#), Congress appropriates these funds to the Court “to facilitate the furnishing of legal or other assistance, without charge, to veterans and other persons who are unable to afford the cost of legal representation in connection with decisions” of, or other proceedings in, the Court. [Public Law 102-229, title I, ch. II, 105 Stat. 1701, 1710 \(1991\)](#).

**Geographic Scope of Veterans Pro Bono Program Services**

An application must include a plan to serve eligible veterans, dependents, or other persons with proceedings before the Court, *regardless of their location or residence*. An application may not be restricted to service in a particular geographic area. To provide the required coverage, an application may include multiple entities or provide a plan for partnerships with other organizations.

**Application of LSC Restrictions in the LSC Statutes and Regulations to Veterans Pro Bono Grant Funds**

For convenience, this document refers to a recipient of an LSC basic field award (regular, migrant, or Native American) as an “LSC grantee,” and a recipient of a Veterans Pro Bono Program grant as a “Veterans grantee.”

The Veterans Pro Bono Program grant is funded with non-LSC funds. LSC administers the grant with funds from the Court. The grant does not include most restrictions applicable to LSC grantees. For example, the grant does not include the restrictions on lobbying or class actions or the requirements for board composition. Nonetheless, many LSC requirements regarding the use of funds, oversight, and management apply. LSC specifies which LSC requirements apply through the Veterans Pro Bono Program grant assurances and grant award documents. In the most recent grant cycle, LSC applied 45 C.F.R. Part 1629—Fidelity Bond Coverage, 45 C.F.R. Part 1630—Cost Standards, and a fund balance rule similar to 45 C.F.R. Part 1628. Other requirements, similar to those applicable in LSC grantee grant assurances, also apply such as use of the LSC Property Acquisition and Management Manual. LSC will include sample grant assurances in the Request for Proposals.

**Examples:**

Note: All Veterans grantees or subgrantees are subject to the requirements set out in the Veterans Pro Bono Program grant award and grant assurances as discussed above.

- (1) *An LSC grantee is awarded a Veterans Pro Bono Program grant (or receives a Veterans Pro Bono Program subgrant)*
  - The Veterans Pro Bono Program grant funds are subject to the restrictions on non-LSC funds of an LSC grantee under 45 C.F.R. Part 1610. *E.g.*, the restrictions on lobbying and class actions apply as they would to any other non-LSC funds of an LSC grantee.
  
- (2) *An organization that is not an LSC grantee is awarded a Veterans Pro Bono Program grant.*
  - The non-LSC Veterans grantee is not subject to the restrictions in the LSC statutes and regulations, unless otherwise provided in the Veterans Pro Bono Program grant requirements.
  
- (3) *There is some combination wherein an LSC grantee receives the Veterans Pro Bono Program grant and subgrants some of it to another entity (any funding of another entity for conducting programmatic activities is a subgrant).*
  - The Veterans Pro Bono Program grant funds are not LSC funds and therefore are not subject to the Part 1610 and Part 1627 transfer and subgrant rules.
  - As with any other non-LSC funds, the LSC grantee can subgrant those funds to another entity.
    - If the subgrantee *is* an LSC grantee, the Veterans Pro Bono Program grant funds are subject to the restrictions on non-LSC funds of an LSC grantee under 45 C.F.R. Part 1610 as per scenario one, above. *E.g.*, the restrictions on lobbying and class actions apply as they would to any other non-LSC funds of an LSC grantee.
    - If the subgrantee is *not* an LSC grantee then it will be subject to the Veterans Pro Bono Program grant requirements, but not other LSC restrictions, as per scenario two, above.