

**FFLA Grant Assurances**  
**FISCAL YEAR PERIOD:**  
**July 1, 2025 – June 30, 2026**

**To receive funding from FFLA, a recipient of such funding (Grantee) must agree to the terms listed below.**

**THE GRANTEE HEREBY ASSURES THAT:**

- 1) In the event Grantee receives any grant or award funded by IOTA collections, Grantee will use such funding in accordance with Rule 5.1-1(g), Rules Regulating The Florida Bar and FFLA's Objective Standards, which Grantee has read and carefully reviewed.
- 2) Grantee has legal authority and is sufficiently qualified to receive funds from FFLA. Funds received will be used consistent with the specific funding purposes described in such award and will be used to provide civil legal assistance to eligible clients who would otherwise be unrepresented.

Grantee also agrees to provide high quality, economical, and effective legal assistance as measured by 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, including Rule 5.1-1(g), Rules Regulating the Florida Bar.

- 3) Grantee is exempt from tax and is qualified to receive charitable donations within the meaning of the Internal Revenue Code. Grantee will not use FFLA grant funds for any purpose(s) prohibited under Section 501 of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Grantee must immediately inform FFLA of any change in the tax status of Grantee.
- 4) Other than funds awarded and distributed per written contract, Grantee understands and agrees that FFLA may, in its sole discretion, award no funds or may award funds in greater or lesser amounts and/or for greater or lesser periods of time than requested, represented or anticipated.
- 5) Grantee understands and acknowledges that:

- a) funding for all FFLA's Grant Programs and Initiatives are subject to monies being available and allocated for those purposes;
  - b) that the FFLA Board of Directors (Board) will determine the amount of grant funds that it will distribute to applicant organizations during grant funding periods;
  - c) the Board may determine and conclude that it will not distribute funds to one or more organizations that has or has previously received such funds from FFLA; and
  - d). The Board may make whatever disposition of grant funds as it determines to be proper.
- 6) Grantee further acknowledges that FFLA has not earmarked the use of its grant funds or any portion thereof for any specific organization or recipient unless specifically and separately noted.
  - 7) Grantee will use FFLA funds to provide civil legal assistance to eligible clients for the purpose(s) and by the method(s) described and in the amount(s) indicated in either its grant applications, funding requests, awards, contracts, or as specified by FFLA. Such funding will be for a period of one year, or in such other amounts or for such other time period as FFLA in its sole discretion may award.
  - 8) By applying for and/or accepting funding from FFLA, applicant/grantee agrees that all materials reviewed and created by FFLA, and all discussions held in connection with the review, recommendation, scoring and funding decisions made in the course of considering grantees' applications and funding requests are confidential and shall remain confidential at all times.
  - 9) Grantee understands that it may be required to agree to special grant conditions and/or modifications in its requested or approved budget as a condition of receiving a grant or funding.
  - 10) Grantee agrees to comply with the policies adopted by the FFLA Board of Directors.
  - 11) Grantee will not discriminate on the basis of race, color, religious creed, national origin, sex, age, ancestry, sexual orientation, gender identity, marital

status, disability, or any other basis prohibited by law against 1) any person applying for employment or employed by the applicant with respect to any personnel action proposed or taken concerning the applicant or employee; or 2) any person seeking or provided assistance from the applicant or other programs supported in whole or part by funds from FFLA.

- 12)  may be used in print and online publications provided that there are no modifications, including changing the colors, stretching or distorting the width-to-height ratio, adding text, graphics, or design elements within or around the logo, or removing or modifying any part of the existing logo design.

Grantee is advised that, as a matter of FFLA policy, acknowledgments by the grantee of funding or in-kind support received from a for-profit organization should avoid the appearance of promoting the professional advancement of the sponsoring for-profit organization. To further this policy, FFLA suggests that such acknowledgments should only list the name, location, and profession of the for-profit organization, together with any description of the sponsored activities.

- 13) All grantees must take reasonable steps to collaborate with other grantee organizations who provide similar legal services to the same type of population regardless of geographic area. Collaboration under this section means:

- a) Meeting, at least on a quarterly basis, with a representative in attendance (either physical or by phone or video conferencing) from each organization who has the authority to bind their organization to contracts and other agreements. Items to be discussed will include:
  - i) Best practices regarding identification and service of clients;
  - ii) Identifying systemic problems and solutions affecting this population;
  - iii) Utilizing pro bono attorneys, law students, and volunteers to serve clients;
  - iv) Utilizing technology and other tools that create efficiencies in client service; and

- v) Identifying and leveraging allies to support client advocacy.
  - b) Sharing intake forms and data collection methods; and
  - c) Sharing training videos and materials.
- 14) If Grantee uses a Case Management System (LegalServer, CLIO, etc.), Grantee agrees to designate a staff member as its primary Site Administrator (Site Administrator) for its CMS. It further certifies and agrees that:
- a) The Site Administrator will be appropriately trained and supported by the organization.
  - b) The Site Administrator is responsible for the technical design, planning, implementation, and the highest level of performance tuning and recovery - including Disaster Recovery- procedures for the Case Management System. The site administrator will:
    - i) Serve as a technical expert in the area of system administration for the Case Management System;
    - ii) Recommend the configuration of operating systems, user accounts and profiles, and system applications;
    - iii) Identify methods, solutions, and provides project leadership and management in order to provide a high level of service to system users and by extension to the organization's clients; and
    - iv) Provide leadership and strategic vision with regard to how the Case Management System can be used to further organizational goals and objectives, increase operational efficiencies, and support expanded service delivery.
  - c) If the duties and responsibilities of the Site Administrator are shared with other IT professionals within the organization (IT Department Manager, Network Administrator, etc.), the Site Administrator is responsible to ensure such duties and responsibilities are carried out in a professional and effective manner.
  - d) If Grantee shares Site Administrator duties with another entity, that written notice has been given to FFLA showing that relevant

personnel/parties have signed an agreement assuring that client confidentiality and all other data confidentiality will be maintained at all times

- 15) Grantee agrees to monitor expenditures closely and maintain ongoing communication with FFLA regarding any anticipated unspent funds. At the conclusion of any grant period, Grantee agrees to return to FFLA any unspent funds over \$25,000 or 10% of the grant amount, whichever is less, unless a written request is submitted by Grantee no later than 20 days after the conclusion of the grant period and approved in writing by FFLA thereafter. A carryover request must include:
- a) A detailed explanation of why the funds were unspent.
  - b) A plan for extending the grant for which unspent funds remain, detailing: the proposed use of the carryover funds, including line items and dollar amounts; the expected performance metrics to be achieved (i.e., clients served, results achieved, cases closed, etc.); and a proposed timeline for use of unspent funds.
  - c) Any relevant supporting documentation, if requested by FFLA (i.e., budget worksheet, staffing worksheet, etc.).

Restrictions that apply to the original grant funds apply to any funds permitted to be carried over by Grantee. For instance, IOTA funds carried over shall be spent in accordance with the IOTA Rule and FFLA's objective standards applicable to such funds.

FFLA will review carryover requests and provide a written decision within 30 days of receipt. If the conditions for a carryover request are not met, or if the request is not approved, Grantee agrees to return the unspent funds to FFLA within 20 days of written notification. Failure to comply with this policy may affect the grantee's eligibility for future funding.

- 16) For each grant or funding award and for each service area for which a grant or funding is awarded, Grantee will timely submit to FFLA reports (including interim, second payment certifications, status updates, and final reports with closeout reporting) at a time determined by FFLA.

Grantee will cooperate with all reasonable information collection, including surveys, questionnaires, monitoring, audits, investigations, and compliance or evaluation activities undertaken by FFLA, its consultants, agents, or assigns. Such cooperation should include making staff available to FFLA and its consultants, agents, or assigns for interview and otherwise allowing staff to cooperate with the same.

Grantee will not take or threaten to take any disciplinary or other retaliatory action against any person because of any appropriate cooperation with or the appropriate release of information to FFLA, including its consultants, 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 involved in this grant project in writing that it will not take any disciplinary or other retaliatory action against an employee or volunteer (including board members) for any appropriate cooperation with FFLA, including its consultants, or other entity authorized to receive such cooperation.

- 17) All required audits shall be submitted electronically to FFLA's Grants Department.
- 18) Grantee must furnish copies of grantee's independent audited financial statements and all required communications, including any independent auditor's report/management letter(s), from the auditor within one hundred and twenty (120) days after the end of grantee's fiscal year.
- 19) Grantee must obtain an audit using outside auditors to confirm whether such funding was used in compliance with Rule 5-1.1(g), Rules Regulating The Florida Bar and FFLA's objective standards ("Use of IOTA Funds Audit"). Grantees must also provide FFLA copies of all Use of IOTA Funds Audits in accordance with the time limits contained in FFLA's current Objective Standards.
- 20) If grantee is required by state or federal guidelines to conduct a single audit, also known as the Florida Single Audit Act or OMB A-133, grantee must also furnish copies of its single audit, including any accompanying independent auditor's report/management letter(s), to FFLA within 45 days after the

receipt of such report/management letter(s).

- 21) If grantee's audit is performed by the Florida Auditor General's Office, grantee must furnish copies of such audit and any accompanying independent auditor's report/management letter(s) within 45 days after receipt of such audit.
- 22) Grantee agrees to cooperate with FFLA in its efforts to follow up on audit findings, recommendations, and significant deficiencies or material weaknesses. It agrees to expeditiously resolve all such reported audit findings, significant deficiencies or material weaknesses, and corrective actions to the reasonable satisfaction of FFLA.
- 23) Failure to comply with FFLA's audit requirements may disqualify grantee from future consideration or funding by FFLA.
- 24) Grantee will, for five years after the final use of any grant funds received, maintain its books and records in such manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. Grantee will keep records of receipts and expenditures, as well as copies of the reports submitted to FFLA and supporting documentation, and will make such books, records, and supporting documentation available to FFLA for inspection at reasonable times from the time of grantee's receipt of funding and throughout the applicable five-year period.
- 25) If funding is terminated before the expected expiration date, or if Grantee ceases to receive funds from FFLA after the expiration of the funding period, Grantee hereby gives assurance that it will follow FFLA's directions with respect to the use or disposition of fund balances, records and any equipment, supplies or property purchased with FFLA funds and will include a footnote in its annual audit addressing this requirement. For example: if FFLA funding has been terminated before the expected expiration date of the funding period because the Grantee has determined that it must wind down business and close the organization, the Grantee will notify FFLA of the wind down, follow FFLA's guidance in concert with Paragraph 17 of this document, and footnote appropriately in its annual audit.

26) All notices given in connection with these Assurances, or any FFLA-funded activities, shall be in writing to FFLA and shall be made by both email and first-class mail and shall be addressed to the following:

- to LRAP loans and all grants and awards:

Ember Long,  
Interim Grants Manager  
FFLA  
175 Lookout Place, Suite 100  
Maitland, FL 32751  
emailed to: [elong@fundingfla.org](mailto:elong@fundingfla.org)

- As to all other notices contained herein:

Donny MacKenzie, Executive Director  
FFLA  
175 Lookout Place, Suite 100  
Maitland, FL 32751  
emailed to: [dmackenzie@fundingfla.org](mailto:dmackenzie@fundingfla.org)

27) In the event that Grantee: merges or consolidates with another FFLA grantee or any other entity; changes its current identity or status as a legal entity; loses its tax-exempt status; or ceases to be a direct recipient of FFLA funds at the end of, or during the grant or funding term for whatever reason, Grantee agrees:

- a) to provide FFLA with written notice at least 60 calendar days prior to any of the above events (except when the FFLA grant relationship changes as a result of FFLA action);
- b) not to transfer its interests in its FFLA grant funding to another entity without prior approval from FFLA for such transfer;
- c) to ensure that any proposed successor entity is able to and will maintain the Applicant's records, including financial records, for a period of 5 years after expiration of the grant or funding year to which they pertain and maintains client files for a period of not less than 5 years after the closure of the case to which they pertain;

- d) to submit to FFLA either at the time that it provides the written notice referenced above, or within 15 calendar days from being notified by FFLA that it will cease to be a recipient of FFLA grant funds, a plan for the orderly conclusion of the role and responsibilities of the Grantee as a recipient of FFLA funds.
- 28) Grantee will notify FFLA within 24 hours of its discovery that it has or may have been the victim of misappropriation, theft, loss, embezzlement or the like of any FFLA funds. Grantee will also notify its employees and volunteers involved in this grant project in writing that it will not take any disciplinary or other retaliatory action against an employee or volunteer (including board members) for any appropriate cooperation with FFLA, including its consultants, or other entity authorized to receive such cooperation concerning FFLA's investigation of such theft or loss.
- 29) Grantee agrees to notify FFLA within 48 hours of Grantee's or Grantee's staff involved FFLA-funded activities being made aware of publication (broadcast, print, web, or social media) of material information about FFLA-funded activities that should reasonably lead to a negative change in the public perception of the Florida legal aid delivery system or FFLA, or in Grantee's ability to provide legal services in the community. Links to online publications or broadcasts or scanned/faxed copies of print publications must be included in the notification to FFLA.
- 30) Grantee agrees to notify FFLA, per the terms of any applicable confidentiality obligations in place and within 10 calendar days from the date it receives notice of any of the following events:
- a) Another funding source terminates its grant or contract agreement with Grantee because of "cause," material non-compliance, or other action giving that funding source the authority to terminate the agreement;
  - b) Another funding, as a result of a review, audit, or monitoring visit has requested reimbursement from the Grantee because of "disallowable costs" under its or funding agreement and requirements.
- 31) Within 10 business days of receiving notice, Grantee must notify FFLA of any monitoring visit to be conducted by another funding entity on a routine or for

a special purpose that involves this specifically funded grant project and per the terms of any applicable confidentiality obligations. Final reports issued as a result of such visits must be provided to FFLA within 10 business days of receipt.

- 32) Grantee agrees to notify FFLA's Executive Director, or Grants Manager within 10 calendar days of any EEOC claims; EEOC investigations; EEOC determinations; and of any final monetary judgment, sanction, or penalty in excess of \$500 entered against Grantee for matters such as Federal Rule 11 sanctions or sanctions under the Florida Rules or any other Rules of Civil Procedure; malpractice judgments; IRS penalties; penalties arising out of the Americans with Disabilities Act; or any other matter which may have a substantial impact on the Grantee's operations.
- 33) Within 10 calendar days after a resignation, termination of employment, or occurrence of any other event, that prevents the Grantee's executive staff or other designated employee responsible for the administration of the grant program(s) described in this contract from carrying out his/her duties, Grantee must notify and inform FFLA of such event and further provide Grantee's plans for responding to, addressing and/or replacing departed persons on a permanent, part-time or interim basis. Upon the filling, interim or permanent placement of such departed person(s), Grantee will, within 10 calendar days, notify FFLA in writing of the name of such replacement(s).
- 34) Grantee will, within 30 calendar days of any change in the composition of its board officers and/or directors, provide FFLA with an updated membership contact list of its officers and directors.
- 35) Grantee understands and agrees that this certification is made as a condition of receiving all grants, awards and funding from FFLA

**Grantee has read the assurances and understands that funds received from FFLA will be subject to these assurances.  
Grantee certifies that it will comply with these assurances.**

\_\_\_\_\_  
CEO/Executive Director's Name

\_\_\_\_\_  
President/Board Chair's Name

\_\_\_\_\_  
Signature of CEO/ED

\_\_\_\_\_  
Signature of President/Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF DOCUMENT**