

RHODE ISLAND BAR FOUNDATION

IOLTA GRANT CRITERIA

Twelve Month Grant Cycle (January 1, 2022 – December 31, 2022)

The Foundation will not make grants to:

- individual persons;
 - religious organizations;
 - political campaigns;
 - organizations that are designed primarily for lobbying;
 - support travel, either by groups or individuals;
 - endowment campaigns;
 - scholarships and fellowship programs;
 - continuing legal education programs for lawyers;
 - law enforcement or correctional organizations;
 - other organizations which do not meet the specific criteria listed below.
- The Foundation does not intend to use its limited resources to replace existing funding.
 - A primary function of an agency seeking a grant must be consistent with the purposes listed below:
 1. Providing legal services to the poor of Rhode Island;
 2. Improving the delivery of legal services;
 3. Promoting knowledge and awareness of the law;
 4. Improving the administration of justice.

- Grant requests must be consistent with the tax-exempt public purposes prescribed by the Foundation and with applicable Internal Revenue Code regulations and rulings.
- The grant funding cycle will normally be a 12 month period. Recipients must reapply each year if additional funding is desired.
- All grant recipients are expected to propose criteria by which their projects will be reviewed at least annually and to assist the Foundation in conducting periodic evaluations.
- Significant weight will be given to a history, or a clear ability of an applicant to provide a successful program.
- Consideration will be given to the proportion of the public proposed to be served within a geographic area and the breadth of services proposed to be offered.
- Applicants will demonstrate fiscal responsibility, program stability, and an ability to ensure the effective and efficient delivery of quality services.
- Pro bono publico programs will be encouraged.
- Priority will be given to applications requesting funds for the direct representation of clients.
- Funds will not be awarded to provide legal assistance with respect to any fee-generating case.
- All grantees will be subject to random audits and spot checks during the course of each year and all unexpended funds must be returned to the Foundation.

GRANT PROPOSAL FORMAT

Each grant application shall be accompanied by a written proposal, which shall set forth:

- A. The objective(s) of the project for which funds are requested;
- B. The amount of funds requested and when expenses are anticipated;
- C. The methods by which the objective(s) are to be accomplished;
- D. The period of time expected to complete the project;
- E. Providers of legal assistance should provide a statistical summary of caseload data for the most recent year. Describe training and support systems, supervision of legal work systems, staff evaluation systems and client grievance procedure. The Foundation will require appropriate income and asset requirements to determine legal service eligibility for those services provided by IOLTA Grant Funds.
- F. An estimated budget of the funds and how they will be expended; (form attached)
- G. Facts showing the applicant's Federal tax exempt privileges;
- H. Whether support has been or is being requested of other Foundations;
- I. The amount and source of funds already available;
- J. Such additional information as the applicant believes desirable;
- K. If such grant results in the distribution of a publication, will due credit be given to the Foundation as a source of its funds?

THE RHODE ISLAND BAR FOUNDATION
GRANT APPLICATION FORM

NAME OF ORGANIZATION/APPLICANT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CHIEF EXECUTIVE OFFICER _____

PROJECT NAME _____

AMOUNT REQUESTED _____ FREQUENCY OF PAYMENTS _____

PAYABLE TO START _____

PAYABLE TO: _____ ATTENTION OF: _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TAX EXEMPT ELIGIBILITY _____

(Attached copy of tax exemption letters)

INFORMATION CONTACT _____

TITLE _____ TELEPHONE # (____) _____

INFORMATION CONTACT EMAIL ADDRESS: _____

Approval of any grant application will include a provision that the grantee provide the Rhode Island Bar Foundation with progress reports concerning the project/organization for which the grant is made.

Please submit (1) Grant Application Form; (2) written narrative proposal which responds substantially to the questions in the Grant Proposal Format (enclosed), and your most recent audited financial statements. All proposals should be on 8 ½ x 11 paper and should be submitted by email or in 10 copies to the Rhode Island Bar Foundation, 41 Sharpe Drive, Cranston, RI 02920, by the appropriate application deadline which is Monday, October 4, 2021.

- NOTE: All grantees will be subject to random audits and spot checks during the course of each year and all unexpended funds must be returned to the Foundation.

SUBMITTED BY _____

TITLE _____ DATE _____

**RHODE ISLAND BAR FOUNDATION
SAMPLE BUDGET FORM**

*If for any reason this budget form does not present your financial situation clearly,
please attach a detailed alternate budget sheet.*

NAME OF PROGRAM/AGENCY _____

FISCAL YEAR _____ to _____

1. INCOME: Please attach a sheet specifying all sources and amounts of income for the fiscal year.

2. EXPENDITURES:

BUDGET	IOLTA FUNDS REQUESTED	TOTAL BUDGET (Excluding IOLTA funds requested)
<hr/>		
PERSONNEL		
(list specific positions)		
SALARY		
BENEFITS & TAXES		
<hr/>		
TOTAL PERSONNEL COSTS		
<hr/>		
NON-PERSONNEL:		
SUPPLIES		
EQUIPMENT RENTAL		
UTILITIES (Specify)		
SPACE		
OTHER (Specify)		
<hr/>		
TOTAL NON-PERSONNEL COSTS		
<hr/>		
TOTAL PERSONNEL & NON PERSONNEL		
<hr/>		

RHODE ISLAND BAR FOUNDATION
GRANT AGREEMENT

This Grant Agreement is made by and between the RHODE ISLAND BAR FOUNDATION (hereinafter “the Foundation”) and _____ (hereinafter “the Grantee”). The grant provided under this Agreement is for one year from January 1, 2022 to December 31, 2022.

- I. INTRODUCTION. The acceptance of this grant creates a legal duty on the part of the Grantee to use the funds in accordance with the terms of this Agreement. The provisions of this Agreement are therefore binding upon the Grantee.

- II. ACCEPTANCE. The Grantee hereby accepts this grant in the amount of \$ _____ identified as _____.

- III. GRANT CONDITIONS. The Grantee agrees to administer the project in compliance with the following terms and conditions:
 - A. The Grantee represents:
 - 1. That the Grant application has been duly authorized by the Grantee’s governing body and that all information contained in the Grant application is true and correct;
 - 2. That it will administer the project in full compliance with the information contained in the application;

3. That all funds will be used exclusively for the purposes set forth and represented therein; and
4. That the funds provided by this grant will not be duplicated by funds furnished by another agency for the same purpose.

B. Payment of the grant identified in paragraph II is contingent upon the availability of Rhode Island Bar Foundation funds. The Grantee agrees that the Foundation may, in its sole discretion, provide funds in greater or lesser amounts and/or for longer or shorter periods of time than requested in the application and that the grant awarded is for the period specified in this grant. Additional or future funding may not be implied.

IV. GRANT ACCOUNTING, RECORDS AND REPORTS.

- A. The Grantee agrees to maintain accounting records and supporting documentation consistent with generally accepted accounting principles and to provide for such physical controls as are necessary to assure proper disbursement of, and accounting for, the granted funds. Said records shall be retained and available for not less than three years after the Foundation accepts the Grantee's final report.
- B. The Grantee agrees to certify that its accounting records and supporting documentation relating to expenditures of granted funds will be adequate to permit accurate and expeditious audit by the Foundation or its designated representative.
- C. The Grantee agrees to maintain records to demonstrate that any cost-sharing contributions are not less than the amount indicated in the grant application or any revision thereof which is approved by the Foundation. The Grantee further agrees

to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit accurate and expeditious audit.

- D. 1. Grants are made on a calendar year basis unless otherwise stated in the grant award. An initial payment of one-twelfth of the amount granted will be made within 30 days of the effective date of the grant award unless otherwise noted. Grantee agrees to submit to the Foundation quarterly a budget in a form acceptable to the Foundation, showing the receipts and disbursements of all granted funds since the date of the previous payment, after receipt of which the next payment will be made.
2. Within 30 days of the end of the grant period two copies of a final report of the grant project shall be submitted to the Foundation, including:
- a. A complete statement of income and expenses and a complete accounting of any cost-sharing contributions;
 - b. A narrative report providing a detailed description of the project as it actually occurred; and
 - c. A copy of all audio-visual, literary projects and publications resulting from the project.

V. LIMITATIONS ON USE OF GRANT FUNDS.

- A. Granted funds may be expended only for the purposes and activities explicitly described in the grant application and budget approved by the Foundation, or as subsequently amended and approved in writing by the Foundation. Written

requests for amendments shall be submitted and approved prior to significant revisions of the following:

1. Changes of project scope, purposes, activities, dates times, or principal participants;
2. Changes in the staff structure identified in the approved application;
3. Changes in the project budget which exceed the greater of \$2,500 or 10% in any line item, or which introduce or eliminate categories of expenditures;
4. Changes in duration of the grant period (such changes must be requested at least 30 days prior to the end of the grant period); and
5. Decreases in the level of any cost-sharing contributions specified in the grant application which exceed 10% in any category.

B. Any funds received that remain uncommitted at the end of the grant period must be returned with the final report (referred to in paragraph IV. D. 2 above) by check payable to the Foundation. All Foundation funds, or properties acquired with Foundation funds, which are determined after audit and hearing to have been improperly applied, shall be returned to the Foundation. The Foundation shall make no further grants or payments on current grants until the Grantee repays or arranges for repayment of all granted funds, which have been improperly diverted or expended.

VI. PROJECT INCOME.

- A. Any revenue resulting from the project or sources other than the Foundation relating to the subject grant shall be applied to the cost of the project and should be reported as “cost-sharing” on the budget form.
- B. Any net income earned through project-related activities, including the sale or rental of publications, video tapes, and films, shall be applied to the expenses of the project, deducted from the amount of the grant, or used to reimburse the Foundation for granted funds previously received from the Foundation.

VII. ACKNOWLEDGEMENT OF SUPPORT. All publicity releases, informational brochures, printed programs, and public reports pertaining to the approved grant should acknowledge Rhode Island Bar Foundation - IOLTA support.

VIII. MODIFICATIONS. There shall be no modification of the terms of this Agreement without written authorization from the Rhode Island Bar Foundation.

IX. LIABILITY. In making this grant, the Rhode Island Bar Foundation does not assume any liability or responsibility for the actions of the Grantee in carrying out the purposes of the grant. The Grantee agrees to indemnify and hold harmless the Foundation from any claim or cause arising out of this grant.

X. NONCOMPLIANCE. Failure of the Grantee to timely comply with any and all provisions of the Agreement shall be cause for it to be terminated. Such termination shall be effective upon receipt by the Grantee of written notice from the Foundation.

XI. OTHER. Grantee agrees that it shall not discriminate in any way on the basis of race, color, religion, sex, age, handicap, or national origin against any person seeking employment or employed by the Grantee or any intended beneficiary of this grant.

IN WITNESS WHEREOF, the undersigned have executed this Agreement
this day of , .

(Name of Grantee)

by _____
Title

It is hereby certified that the person executing this Agreement on behalf of the Grantee has been duly authorized to do so.

Witness

Title

RHODE ISLAND BAR FOUNDATION

by _____
Michael R. McElroy
Rhode Island Bar Foundation President