

**CONNECTICUT BAR FOUNDATION  
2021 ASSURANCES BY APPLICANT AS  
CONDITION FOR RECEIPT OF THE FOLLOWING GRANTS:  
INTEREST ON LAWYERS' TRUST ACCOUNTS (IOLTA)  
INTEREST ON TRUST ACCOUNTS (IOTA)  
COURT FEES GRANTS-IN-AID (CFGIA)  
JUDICIAL BRANCH GRANTS-IN-AID (JBGIA)  
(The above programs collectively will be referred to as IICJ)**

\_\_\_\_\_  
(Applicant Name)

**Applicant assures that:**

1. It has read and complies with [§51-81c](#) of the Connecticut General Statutes and the Connecticut Practice Book, Rules of Professional Conduct, [Rule 1.15](#), Safekeeping Property.
2. It will restrict the use of IICJ funds to the delivery of legal services to the poor consistent with the overall purpose of the programs.
3. It will reimburse the program for any attorneys' fees received in proportion to the percentage of IICJ funds used for litigation against the state or any officer or agency.
4. It will not use any IICJ funds to pay the occupational tax on behalf of any attorney.
5. It will not use any IICJ funds to lobby in any capacity before any governmental entity, agency, or other body.
6. It will not make any IICJ funds available to an individual lawyer or law firm, including, but not limited to, lawyers engaged in the private practice of law.
7. It hereby agrees to indemnify and hold the Connecticut Bar Foundation ("CBF"), the Connecticut Judicial Branch, and the State of Connecticut and their respective agents, employees, public officials, and representatives harmless from any and all claims, causes of action, demands for damages, or liabilities of any kind, including the reasonable costs to defend such action regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising from any act, error, or omission of the applicant and of any of its employees, agents, or contractors during or resulting from the applicant's activities, including those of its contractors under these grant programs. The applicant shall notify the CBF of any claim or controversy brought against it by any person or entity related to these grant programs.
8. It will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sexual orientation, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
9. It agrees to comply with each provision of C.G.S. §§4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the Connecticut Commission on Human Rights and Opportunities ("CHRO") pursuant to C.G.S. §§46a-56, 46a-68e and 46a-68f. The applicant agrees to provide the CBF, the Judicial Branch, and the CHRO with such information requested by them and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the applicant as it relates to the provisions of C.G.S. §§4a-60 and 46a-56.
10. The applicant represents that it is familiar with and in compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); 47 U.S.C. §§225 and 611. The applicant warrants that it will hold the CBF and the State of Connecticut harmless from any liability that may be imposed upon the CBF or the State as a result of any failure of the applicant to be in compliance with this Act. This paragraph applies to those grant recipients that are or will come to be responsible for compliance with the terms of the Act. Where applicable, the applicant agrees to abide by the

provisions of §504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, regarding access to programs and facilities by people with disabilities.

11. The applicant represents that it is familiar with and in compliance with the terms of Title VI of the Civil Rights Act of 1964, The Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789D, Title IX of the Education Amendments Act, The Victims of Crime Act of 1973, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54. In accordance with Federal civil rights laws, the applicant will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
12. The applicant will take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients, under Title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations. The applicant agrees to attend any LEP training session(s) required by the Judicial Branch.
13. It has policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. The applicant's policies and procedures shall be made available to the CBF and the Judicial Branch upon request.
14. It will, upon request, cooperate with all data collection and evaluation activities undertaken by the CBF and give any authorized representative of the CBF access to copies of all financial records, books, papers, electronic transmissions, or other documents, provided that the CBF shall not have access to any reports, records, or information in such a manner that would violate attorney-client confidentiality.
15. The applicant will implement/maintain a system of controls to ensure IICJ funds are adequately safeguarded against misappropriation and accounting errors and irregularities. These controls will provide for proper segregation of duties over accounting functions.
16. It will have an independent auditor provide:
  - a. certified financial statement with separate accounting for Connecticut IOLTA/IOTA, CFGIA, and JBGIA funds sufficient to enable the CBF to be assured of compliance with applicable statutes and rules.
  - b. copies of any management letters and any additional comments. The organization will provide a response or corrective plan regarding any findings to which the management letter refers. If the auditor does not provide a management letter or comments, the auditor will provide a statement certifying that none were issued.
  - c. audit and work papers, if requested for review by the CBF auditor.
17. It understands and agrees that the application, once received by the CBF, becomes the property of the CBF.
18. It will provide to the CBF, upon request, periodic written reports detailing the use of IICJ funds relative to the proposed use described in the grant application.
19. It understands and agrees that the CBF may, in its sole discretion, grant funds in greater or lesser amount or for greater or lesser periods of time than requested in this application.

Applicant covenants and agrees that if this application is approved for funding, the grants will be subject to these assurances, and it hereby certifies that it will comply with these assurances if the application is approved.

Dated at \_\_\_\_\_, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Applicant \_\_\_\_\_

By \_\_\_\_\_