

LEGAL ASSISTANCE CONTRACT

FY _____

This contract by and between _____ Agency on Aging, located at _____ (hereinafter referred to as "AAA") and _____, located at _____ (hereinafter referred to as "Contractor").

I. GENERAL TERMS

A. Provision of Service:

a. Legal Assistance—provision of legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

- Number of units: (hour) _____

b. Legal Education—provision of education on issues of concern to older individuals.

- Number of units: (contact) _____

B. **Eligible individual/client:** a person 60 years of age or older and in greatest economic or social need.

C. **Service area:** planning and service area counties.

D. **Contract amount:** The maximum dollar amount payable under this contract is \$_____ based on \$_____ per unit, subject to actual expenses and availability. The contractor agrees to provide matching funds of _____ in local cash or in-kind services. No more than _____% can be used for administration.

E. **Term:** This contract runs from _____ through _____.

The AAA and Contractor therefore enter into the following:

II. SCOPE OF SERVICE

A. This contract provides for a legal assistance program (and includes legal education services).

B. Services will be delivered in the following designated counties:

- C. The contractor will give priority to legal assistance related to income, health care, long term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination.
- D. The contractor will give priority for legal assistance services to those older individuals who are: rural, in greatest economic or social need, severely disabled, limited in English proficiency, suffering from Alzheimer's disease or related disorders, at risk of institutionalization, at risk of homelessness or at risk of or under guardianship.

III. CONTRACTOR DUTIES

- A. Comply with all applicable federal and state laws and regulations governing the legal assistance program.
- B. Provide legal assistance/legal education to eligible individuals in the service area. Legal assistance furnished will be in addition to any legal assistance for older individuals being furnished with funds from sources other than the OAA and reasonable efforts will be made to maintain existing levels of legal assistance to older individuals.
- C. Provide targeting and outreach to identify older individuals eligible for assistance under this contract with special emphasis on: individuals residing in rural areas, individuals with greatest economic need, individuals with the greatest social need, individuals with severe disabilities, individuals with Alzheimer's disease and related disorders and individuals at risk of institutional placement. This outreach will not only identify but will inform these older individuals and their caretakers of the availability of legal assistance under this contract.
- D. Provide to the AAA specific objectives for how the contractor intends to meet outreach requirements and service need of low-income minority individuals, older individuals with limited English proficiency, older individuals at risk for institutional placement, and those older individuals in rural areas of the planning and service area.
- E. Cooperate with the AAA in its efforts toward developing a comprehensive and coordinated system of services for older individuals, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
- F. Contractor agrees to acknowledge the AAA as the funding source for programs that are partially or fully supported by Title IIIB and other local dollars. Whenever promoting the program, written and/or verbal acknowledgement of the funding source needs to occur.
- G. Provide qualified personnel and supervision. The contractor will certify that neither the contractor nor its principals is presently disbarred, suspended or declared ineligible or voluntarily excluded from providing legal advice and counsel.

- H. Develop a written procedure for addressing fee generating cases and provide to the AAA.
- I. Develop and post a written procedure for handling a complaint or grievance related to the legal assistance program and provide to the AAA.
- J. Develop a written procedure for the acceptance of contributions (program income). Consult with the AAA and older individuals in the planning and service area to determine the best method for accepting voluntary contributions. Provide the written procedure to the AAA.
- K. Provide each eligible individual with a voluntary opportunity to contribute to the cost of the service; protect the privacy of each eligible individual with respect to his/her contribution; establish appropriate procedures to safeguard and account for all contributions. Use all contributions received to supplement, not supplant, the legal assistance services available during the period of this contract. Make each client aware that voluntary contributions are welcome and provide information which includes a suggested contribution and the actual cost of a unit of service.
- L. Means testing shall not be used for providing services under this contract. Services shall not be denied to older individuals who do not contribute to the cost of the service.
- M. Coordinate with the AAA and other appropriate services in the community to ensure that the services under this contract do not constitute an unnecessary duplication of services provided by other sources and accept operational suggestions designed to help program effectiveness.
- N. Provide matching funds: either cash or in-kind in the amount of _____ (dollar amount or units of service). Federal funds cannot be used to match federal funds.
- O. Obtain and keep in force a worker's compensation policy, commercial general liability insurance with a minimum limit of _____ as well as a professional liability insurance policy with the following coverage/provisions:

Provide certification of insurance to the AAA.
- P. Comply with Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Educational Amendments of 1972, as amended, and the Age Discrimination Act of 1974, as amended.
- Q. Provide assurances that the contractor is subject to specific restrictions and regulations under the Legal Services Corporation Act and that contractor coordinates its services with the existing Legal Services Corporation projects.

- R. Work with the private bar, including pro-bono and reduced fee basis programs, to increase the availability of legal assistance to eligible individuals.
- S. Maintain books, records, documents, and other evidence of expenditures under this contract in accordance with generally accepted accounting procedures and practices. Records of all services provided under this contract shall be kept for a minimum of _____ years.
- T. Provide federal, state and other qualified persons by the AAA with access, for the purpose of the audit and inspection, to only those business records maintained pursuant to this contract. The contractor shall promptly provide the AAA with a copy of any audit conducted. The cost of such audit is not an allowable cost under this contract.
- U. Abide by the terms and conditions of this contract and not assign or subcontract for the provision of services under this contract without prior approval of the AAA. The contractor will designate a project manager.
- V. Develop a method for surveying client satisfaction without breaching confidentiality. At least ____% of all unduplicated clients served must be surveyed and results made available to the AAA.
- W. Submit reports to the AAA by the _____ day of the month following the end of each three month period of the contract. Contractor may request payment on a quarterly basis. Reports required:
 - 1. Quarterly Legal Assistance Reports
 - 2. Expenditure reports /Billing requests.
- X. Contractor shall indemnify the AAA, its officers, agents and employees, for any damages, liabilities, or expenses, including reasonable attorney's fees, incurred by the AAA as a result of the contractor's acts or omissions while performing pursuant to this contract.
- Y. Contractor shall provide all insurance, equipment, supplies, and materials necessary to the performance of the contract.
- Z. The contractor, employee of the contractor or staff attorney shall not engage in the following prohibited political activities:
 - 1. Contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or toe the campaign of any candidate for public or party office.
 - 2. Identify in an intentional manner, the identity of the Title III program with any partisan or nonpartisan political activity or with the campaign of any candidate.
 - 3. While engaged in legal assistance activities supported under this contract, no attorney shall engage in any political activity.

4. Lobby by using the funds under this contract, including but not limited to any activities intended to influence any decision or activity by any non-judicial federal, state, or local individual or body.
5. While carrying out legal assistance activities and while using resources under this contract, the contractor and its employees shall not: participate in public demonstrations, picketing, boycotting, or strike, except as permitted by law in connection with the employee's own employment situation; encourage direct or coerce others to engage in such activities; or at any time engage in or encourage others to engage in any illegal activity or any intentional identification of programs funded under the Older American Act or recipient with any political activity.

IV. AAA DUTIES

- A. Reimburse the contractor for services provided under this contract according to the approved summary and operation budget which are attached and a part of this contract.
- B. The AAA will make payment to the contractor on a reimbursement basis within _____ days of receiving a request for reimbursement or billing from the contractor. The reimbursement each quarter is limited to 25% of the total contract.
- C. Provide the contractor with forms for reporting units of service and expenditures for services provided under this contract.
- D. Provide technical assistance to the contractor on federal, state, and AAA requirements pursuant to the services under this contract.
- E. Provide to the contractor copies of written monitoring reports and on-site assessment reports pursuant to services under this contract.
- F. The AAA shall not require the contractor to reveal any information that is protected by attorney client privilege.
- G. AAA shall indemnify and hold harmless contractor for claims arising by reason of any act or omission of the AAA under this contract.

V. TERMINATION OR SUSPENSION

- A. This contract is contingent upon the availability of funds. In the event funds for this service are not available to the AAA, the AAA may terminate the contract by written notice of _____ working days and no further services or payment for services shall be rendered.

- B. If either the contractor or the AAA abandons, non-performs, or before completing, discontinues services; or if the commencement or timely completion of the service by either party is rendered improbably, infeasible or illegal, the other party may, by written notice of _____ days, terminate or suspend any or all of this obligation under this contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.

- C. Either party may terminate this contract by providing _____ day's written notice of the termination to the other party.

IN WITNESS THEREOF, the AAA and Contractor, by and through their authorized officers, have duly executed this contract.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests that he/she is the contracting party, or a representative, agent, member, or officer thereof, that he/she has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay; and that he/she has not received or paid , any sum of money or other consideration for the execution of this contract other than that which appears upon the face of the contract.

FOR THE AREA AGENCY ON AGING

FOR THE CONTRACTOR

SIGNATURE

SIGNATURE

NAME AND TITLE

NAME AND TITLE

DATE

DATE

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, AND THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED.

The Contractor provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts, property, discounts or other federal financial assistance from the Department of Health and Human Services.

THE CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the contractor receives federal financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 98-112), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 84) to the end that, in accordance with Section 504 of the Act and the regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the contractor received federal financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 86) to the end that, in accordance with the Title IX and the regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the contractor receives federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the contractor receives federal financial assistance from the Department.

The contractor agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance, and that it is binding upon the contractor for the period during which such assistance is provided. If any real property or structure thereon is provide or improved with the aid of federal financial assistance extended to the contractor by the Department, this assurance shall obligate the contractor, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the contractor for the period during which it retains ownership or possession of judicial enforcement of this assurance. Additional assurance may be required.

The person or persons who signature(s) appear(s) below is/are authorized to sign this assurance, and commit the contractor to the above provisions.

Date

Signature and Title of Authorized Official

Name of Contractor

Street

City, State, Zip Code