

Exhibit B-5

Legal Services Deliverables

- I. **PURPOSE:**
To provide for the delivery of legal advice and representation provided by an attorney to older individuals with economic or social needs as defined in the Older Americans Act, Sections 102(a) (23 and 24), and in the implementing regulation at 45 CFR Section 1321.71, and includes to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of a lawyer and counseling or representative by a non-lawyer where permitted by law.
- II. **AGREEMENT PERIOD:**
July 1, 2021 through June 30, 2022
- III. **ELIGIBLE PERSONS:**
Persons 60 years of age or older who have been authorized for services by an assigned Aging Best staff person.
- IV. **UNIT OF SERVICE AND REIMBURSEMENT:**
A Unit of Service is up to and including \$500 for a Closed Case in which a legal assistance case is closed when the legal assistance provider has completed work within the scope of representation, has otherwise reached a resolution of the client's legal issue and has, consistent with state rules, and program requirements, informed the client that the case is closed. Cases may also be closed after a reasonable period of time during which the client has not been in touch with the Title III-B legal provider, notwithstanding appropriate efforts to reach the client.
- V. **SERVICE DEFINITIONS:**
- A. Provider must comply with Federal and State Regulations and with Division of Senior and Disability Services/Aging Best standards now in force or under development for Legal services. Providers will adhere to 19 CSR 15-4.010, 19 CSR 15-4.270 and 19CSR 15-7.010.
- B. Legal Services for Title III-B Older Americans Act programs provides legal advice, counseling, and representation by an attorney or other person acting under the supervision of an attorney. Under these provisions, the following services may be authorized:
- Abuse/Neglect (e.g., recovery of assets due to exploitation or abuse, orders of protection)
 - Age Discrimination (e.g., employment housing discrimination)

- Defense of Guardianship or Protective Services (e.g., Powers of Attorney, Living Wills, Health Care Proxies)
- Health Care (e.g., Medicaid or Medicare disputes, eligibility, termination, reduction)
- Housing (e.g., eviction, foreclosure)
- Income (e.g., SSI, Social Security, pension disputes)
- Long Term Care (e.g., admissions, evictions, changes)
- Nutrition (e.g., SNAP eligibility, benefits, reduction or termination)
- Other (e.g., unfair and deceptive sales or marketing claims)
- Utilities (e.g., disputes over shutoffs, billing, deposits)

VI. **SERVICE STANDARDS:**

A. Legal assistance providers shall:

- Have staff with expertise in specific areas of law affecting older persons with economic or social needs.
- Demonstrate the capacity to provide effective administrative and judicial representation in the areas of law affecting older persons with economic or social need.
- Demonstrate the capacity to provide support to other advocacy efforts (i.e., long term ombudsman program).
- Demonstrate the capacity to provide legal assistance in the principal language spoken by clients in areas where a significant number of clients do not speak English as their principal language.
- Not require an older person to disclose information about income or resources as a condition for providing legal assistance. A legal assistance provider may ask about the person's financial circumstances as a part of the process of providing legal advice, counseling and representation or for the purpose of identifying additional resources and benefits for which an older person may be eligible.

B. Providers must follow all rules and restrictions regarding the use of funds provided as outlined in Missouri 19 CSR 14-4.270.

C. The Provider shall provide Legal Services to clients in the Provider's designated service area when authorized by the Agency. The Provider shall request authorization to add or discontinue any Legal Services authorized by Agency. The Provider agrees and understands that no change in the Service Plan shall take place prior to the Agency's approval and authorization of the proposed change.

- D. The Provider further understands and agrees that the Agency retains the right to terminate services with the Provider when there has been determination of cause and/or at the request of the client.
- E. The Provider agrees and understands that clients authorized by the Agency have the right to utilize the Provider of their choice and the Agency makes no representations concerning the number of clients who will choose the service Provider.
- F. The Provider shall, at all times, maintain the ability to be in contact with all authorized clients and the Agency. Maintaining the ability to be in contact with authorized clients and the Agency shall mean at a minimum:
- Maintaining business telephone numbers that is/are answered twenty-four (24) hours a day, seven (7) days a week identifying the Provider's name. The Provider shall not use telephone services intended to block or restrict incoming calls.
 - Maintaining a principal place of business, within the service and delivery area of the Agency that is open for business and has staff on site during posted business hours. The Provider understands and agrees that business hours shall be conspicuously posted at the principal place of business.
 - The Provider agrees to make all authorized clients and/or the client's representative, aware in writing, of the business hours, phone number, exact local business, including an apartment or suite, of the principal place of business or satellite offices in an effort to ensure effective communication and flow of service delivery.
 - Informing all authorized clients and the Agency, in writing, of any and all changes.
 - The Provider agrees that any changes to the address or phone numbers of any of its offices shall be made at least five (5) working days prior to any change taking place.
 - The Provider shall maintain a secure e-mail address in order to send and receive written communications from the Agency containing Personal Identifiable Information (PII).
- G. The Agency staff will send the Service Plan to the Provider, clearly outlining expected start dates and how many units are to be provided. The Provider agrees to begin services within seven (7) calendar days of receipt of authorization.
- H. The Provider agrees and understands that clients must sign a document verifying the delivery of legal services as authorized by the Agency.

VII. **CONDITIONS FOR PAYMENT:**

- A. The Agency shall only compensate the Provider for services authorized by the Agency. The Provider will not be reimbursed for services which were not pre-authorized by the Agency's assigned representative.

- B. No payment will be made to the Provider for any services for which the Provider has been paid by another source.
- C. Billing invoices should be sent to the assigned Agency representative by the 5th day of the month following the closure of the legal case. Billing statements should include itemized billing hours worked on the case.

VIII. PROPOSAL EVALUATION CRITERIA:

The evaluation will be based on the following categories and respective weight criteria:

Pricing	20%
Experience	25%
Expertise	25%
Status (MBE/WBE)	10%
<u>Operational Approach/Quality Assurance</u>	<u>20%</u>
Total	100%

Explanations of the above criteria are as follows:

- a. *Pricing* - Is the proposed reimbursement within established ranges, is the pricing competitive and fair?
- b. *Experience* - Length of time the Provider has been in operation. Amount of experience includes types of activities or services provided, etc.
- c. *Expertise* - The capacity of Provider to provide proposed service. Are support staff qualified and are there enough to provide service? Is training appropriate for service?
- d. *Status* - Aging Best does not discriminate based on race, color, sex, national origin, age, military status, or disability. Women and/or minority owned businesses (WBE/MBE) are encouraged to participate.
- e. *Operational Approach/Quality Assurance* - The operational approach must adequately describe what is being proposed, how the proposed activity/program would operate, who would be operating it, what processes for compliance and quality assurance are in place, how does the Provider approach working with people, what is the Provider’s plan for sustainability?

The Provider agrees and understands that refusal or failure to deliver services in accordance with the Service Plan to any client authorized by the Agency and accepted by the Provider may constitute a breach of the Agreement unless prior approval has been obtained from the Agency. It shall be deemed a material breach of this agreement for the Provider to limit its acceptance of clients for service to any particular group or subgroup of clients.

The undersigned, on behalf of the Provider, assures compliance with the service specific deliverables described herein in addition to all provisions set for the in the FY22 Aging Best Supportive Services RFP and the “Agreement to Provide Deliverables”.

Printed name of Provider’s Authorized Agent

Signature of Provider’s Authorized Agent

Date