

**FY 2016-2017  
SCOPE OF SERVICE**

**OLDER ADULT LEGAL SUPPORT SERVICES**

**I. PURPOSE**

Provide legal advocacy services, encompassing advice, representation, and education, to eligible older adults, age 60 and older, in Allegheny County.

**II. DEFINITIONS**

**ACDHS/AAA:** The Allegheny County Department of Human Services, Area Agency on Aging.

**Focal Point Senior Center:** A place in a community or neighborhood that the ACDHS/AAA designates for the collocation and coordination of service delivery for older adults. Focal Point Senior Centers are community facilities in which people 60 years of age and over and their spouses regardless of age meet with one another to access a wide array of services and to fulfill many of their social, physical, emotional, cultural and intellectual needs. Performance Based Contract specifies minimum requirements needed to achieve this Focal Point Senior Center designation and receive base funding.

**Legal Advocacy Services:** Legal services provided by the CONTRACTOR for non-fee generating, civil legal problems, per this Scope of Services document. Such services may be offered by an attorney, a law student under supervision by an attorney, or a paralegal, as the CONTRACTOR determines.

**Legal Advocacy Services Managing Attorney:** The CONTRACTOR designated attorney whose responsibilities include supervising and evaluating staff attorney(s), paralegals, and law students work product as well as the provision of legal advice and representation directly to ACDHS/AAA participants.

**Legal Services Resources:** Legal services coordinated by the CONTRACTOR, including pro bono attorneys, law school students, bar association resources, and other services, as appropriate, per this Scope of Service document.

**Master Provider Enterprise Repository (MPER):** A repository of key CONTRACTOR demographic data for all contracted, non-contracted providers who

provide services for DHS. DHS applications use MPER to validate contract, services, facilities and rate information to facilitate documentation of services rendered information by Providers. CONTRACTORS are required to keep all agency information including but not limited to contacts, facilities and service offering information up to date.

**Older Adult Participant:** An adult, age 60 and older, eligible to receive legal services from the CONTRACTOR, per ACDHS/AAA and this Scope of Service document.

**CONTRACTOR:** The agency under AGREEMENT to provide legal services through this Scope of Service.

**Senior Community Center Agency:** The Senior Community Centers that schedule the services per this Scope of service and work with the CONTRACTOR to facilitate the services.

**Social Assistance Management System (SAMS):** Software used to track all services provided to participants with Allegheny County Department of Human Services/Area Agency on Aging (ACDHS/AAA) funding.

**Subservice Category:** Categories defined by the Pennsylvania Department of Aging for the purpose of identifying in SAMS the types of legal services for which a participant may meet with an attorney. The subservice categories are: Consumer/Finance (e.g., credit issues, contracts, bankruptcy), Employment (e.g., age discrimination, wage claims), Family Law (e.g., grandparent visitation, divorce), Healthcare (e.g., MA benefits, Medicare/other insurance), Housing (e.g., landlord/tenant, mortgages, resident rights), Income Maintenance (e.g., social security, SSI, pension, veterans' benefits), Planning Documents (e.g., wills, POA, advance directives).

**Working Day:** A day that the CONTRACTOR is operational. This is generally considered to be Monday-Friday excluding major holidays.

### III. AGING PROGRAM DIRECTIVE (APD) / FEDERAL / STATE REGULATORY REFERENCE AND COMPLIANCE

Organizations providing services outlined in this Scope of Service shall comply with the federal and state directives listed below:

- [2006 Reauthorization of the Older Americans Act](#)

- [Pennsylvania Department of Aging APD 96-04-01; Senior Community Center and Satellite Center Policies \(Section III.4.c Educational Programs and Section IV.1.a.2 Building Requirements\)](#)
- [Pennsylvania Department of Aging APD 96-04-01; Revised Language for APD 96-04-01 \(re: Section IV.1.a.2 Building Requirements\)](#)  
Links to the APD and revised language may be found on the PDA Aging Program Directives web page Program Area 4.
- [Regulations-6 PA Code Chapter 15](#)
- [45 CFR § 1321.71 Legal Assistance](#)

This Scope of Service is subject to change based on changes to the above directives.

#### IV. PERFORMANCE EVALUATION

Each contract year the ACDHS/AAA will inform clear expectations of acceptable performance standards to the CONTRACTOR and hold the CONTRACTOR accountable to them. These standards relate to compliance with applicable policies, regulatory guidelines, AGREEMENT scopes, and Performance Based Contracting (PBC), where applicable, to support ongoing service quality and to best meet or exceed the participants' needs and to optimize service impact on its participants. The CONTRACTOR is responsible for adhering to the timelines in reporting its compliance to the scopes and using findings to build on its strengths and develop strategies on opportunities, through a continuous quality improvement process.

#### V. SERVICE STANDARDS, REPORTING AND DOCUMENTATION REQUIREMENTS

##### A. Service Standards

The CONTRACTOR will assist the ACDHS/AAA in its advocacy program on behalf of eligible older adults, age 60 and above, encompassing legal advice, representation, and education. The CONTRACTOR will complete the following:

1. Legal Advice and Representation: Provide counseling, referrals, and representation on legal issues of concern to older adult participants including, but not limited to matters of personal safety, housing, income, family, long term planning, medical insurance and participant debt.
  - a. Legal counseling and referrals may involve, but are not limited to the following areas:
    - Counseling / preparing advance directive and Powers of Attorney.
    - Referral for counseling and preparation of Last Wills and Testaments.
    - Advice, where appropriate and/or referral on estate matters.

- b. Legal representation cases may involve, but are not limited to, the following areas:
      - Protection from abuse
      - Custody
      - Mortgage foreclosures
      - Sheriff / constable / tax sales of real or personal property
      - Evictions and lockouts
      - Utility terminations and denials
      - Employment related matters
      - Debt collection matters
      - Termination or restitution of benefits (unemployment compensation, SSI, Social Security, food stamps, medical assistance, etc.)
    - c. Legal guardianship counsel-and/or representation of individuals may involve the following areas:
      - Counsel and/or representation of individuals previously declared incapacitated (i.e. a review hearing in a guardianship proceeding).
      - Representation of older adults who are subject to Petitions for Involuntary Intervention by Emergency Court Order, if requested.
2. Preventive Education and Information: The CONTRACTOR will provide preventive education and information on legal issues of concern to older adults including, but not limited to matters of personal safety, housing, income, family, long term planning, medical insurance, and participant debt. Preventive Education and Information may include, but are not limited to, the following:
  - a. Provide counseling, education and training on legal problems confronting the elderly and dissemination of information on these issues.
  - b. Provide each community focal point with information on the law as it affects older adults and their caregivers. Information would include dates and locations where older adults and their caregivers can attend CONTRACTOR seminars which are scheduled throughout Allegheny County and co-sponsored with Allegheny County legislators.
  - c. Provide in-service trainings for AAA staff and/or CONTRACTOR staff in appropriate areas, such as Powers of Attorney, Advance Directives etc.
3. Coordinate Service Capability Using Other Legal Resources: To the extent possible, the CONTRACTOR will utilize the resources of the local bar association, retired attorneys, and the State's law schools to facilitate legal services for older adults eligible for legal services under this Scope of

Services document. Expanding service capability using other legal resources may include, but is not limited to, the following:

- a. Development of an elderly component of the local lawyer referral service.
  - b. Development of resources of the local bar association through coordination and referrals of elderly participants for services on a pro bono or reduced fee basis (i.e. in the case of wills).
  - c. Coordination of cooperative participation by the local bar with established legal CONTRACTORS.
  - d. Utilization of community service advisors, paralegals, and/or law students.
4. Legal Services personnel shall be available:
- a. To all Senior Center Focal Points and/or other ACDHS/AAA designated locations, a minimum of one (1) hour per month, and a maximum of six (6) as scheduled by the CONTRACTOR.
    - i. During the AGREEMENT year, the ACDHS/AAA may develop “Legal Services Pilots” in collaboration with the CONTRACTOR. The pilots may give participants more options of where they may receive services. Legal assistance may be provided by phone, in a senior center, at the CONTRACTOR’s office or another location.
  - b. To work with the isolated/homebound older adults, as necessary.
5. Eligibility and Enrollment Requirements
- a. All older adult participants must be referred from ACDHS/AAA Senior Community Center agency CONTRACTORS or authorized social services contractors.
  - b. An older adult facing an emergency situation may seek legal services directly, as long as the CONTRACTOR informs the older adult participant of their need to register with the ACDHS/AAA Senior Community Center CONTRACTOR within five days.
6. Conflict of Interest Determinations

In order to ensure that the provision of legal advice does not pose a conflict of interest for the CONTRACTOR, all older adult participants will be screened according to a specified protocol:

- a. The older adult participants will provide information requested on a form developed by the CONTRACTOR.
- b. The Senior Community Center agency contractor will FAX the form to the CONTRACTOR prior to the date of all scheduled appointments.
- c. The CONTRACTOR will inform any participant if a conflict of interest prevents them from providing the requested legal services.
- d. The CONTRACTOR will verify appropriate classes of cases, as determined by the attorney at the time of the interview. Specific exclusions include support cases, defendants in protection from abuse matters, landlords being sued by tenants, and tort defense.
- e. The CONTRACTOR does not provide counseling or representation in criminal matters of any kind, including but not limited to, fines and citations issued by the Magisterial District Justices.
- f. Nothing contained herein shall be deemed to supersede or conflict with the obligations of the CONTRACTOR, its staff attorneys and/or other staff under the Rules of Professional Conduct and/or applicable statutes. Furthermore, nothing contained herein shall be deemed a waiver of the attorney-client privilege.

ACDHS/AAA will monitor the CONTRACTOR quarterly. The monitoring will consist of case reviews and a review of utilization as detailed below:

1. ACDHS/AAA will select a sample of participants that have had service in the previous quarter. A monitoring tool will be used for each participant to determine compliance. If any of the chosen files are not in compliance or are not available for review, the CONTRACTOR must:
  - a. Develop a work plan in conjunction with ACDHS/AAA to achieve compliance. The work plan will describe the CONTRACTOR's plan to reach compliance within two (2) months of receiving the letter of non-compliance from the ACDHS/AAA. The work plan should be completed and in place within one (1) month of receiving the letter of non-compliance from the ACDHS/AAA.
  - b. ACDHS/AAA will track the work plan until compliance is achieved.
  - c. If the CONTRACTOR does not achieve the goals stated in the work plan, the next quarter's advance will be held until the CONTRACTOR achieves compliance.

2. ACDHS/AAA will review the CONTRACTOR's quarterly utilization report. The report is due to the ACDHS/AAA by the last day of the month following the last month in the quarter. The Utilization Report will include:
  - The number of missed or cancelled legal service appointments
  - The location of missed or cancelled legal service appointments
  - The reason for the missed or cancelled legal service appointments
  - Any significant issues or other important information

## **B. Reporting and Documentation Requirements**

1. The CONTRACTOR will have the capacity to retrieve and submit data, information, reports and other communication through electronic internet capabilities within a timeframe specified by the Area Agency on Aging. Failure to receive or read Area Agency on Aging communications sent to the CONTRACTOR MPER e-mail address in a timely manner does not absolve CONTRACTOR from knowing, responding to or complying with the content of that communication.
2. The CONTRACTOR is responsible for accurately recording participant service and program data into SAMS by the last working day of the month for the prior month's transactions. If the data is not in SAMS or not correctly in SAMS by the last working day, the ACDHS/AAA will give the CONTRACTOR a minimum of five (5) working days to enter or correct all data in SAMS. If the CONTRACTOR does not comply by the date specified by the ACDHS/AAA, the next quarter's advance will be held until the CONTRACTOR achieves compliance.
3. The CONTRACTOR is responsible for coordinating appropriate training for SAMS and the transfer of knowledge and information of such systems to existing and new staff. The CONTRACTOR will assure that at a minimum two staff are cross trained in using SAMS to assure consistent recording of participant service and program data.
4. The ACDHS/AAA will send the CONTRACTOR a SAMS Validation Report on a regularly scheduled basis. The CONTRACTOR is required to make corrections, answer inquiries, or verify data as specified in the report by the date specified in the report.
5. Service Evaluation Form: The CONTRACTOR will coordinate completion of surveys by older adults receiving services, including ease of scheduling, outcomes of the appointment contacts and follow-up. The CONTRACTOR will submit a yearly summary of the responses to the Service Evaluation Form in July or August of each year for the prior AGREEMENT year to the ACDHS/AAA.

6. The CONTRACTOR will submit a quarterly utilization report to the ACDHS/AAA by the last day of the month following the last month in the quarter. The Utilization Report will include:
  - The number of missed or cancelled legal service appointments
  - The location of missed or cancelled legal service appointments
  - The reason for the missed or cancelled legal service appointments
  - Any significant issues or other important information
  
7. Unit/s of Service/s  
For the purpose of this Scope of Service the following unit of service applies:
  - 1 Unit = Legal Services Subservice Category

## VI. RESPONSIBILITIES / EXPECTATIONS OF THE PROGRAM OFFICE (AREA AGENCY ON AGING)

### **Roles and Tasks**

1. ACDHS/AAA will develop interim program policies and procedures to meet all Pennsylvania Department of Aging (PDA) and local requirements arising during the life of this contract.
  
2. ACDHS/AAA will conduct program monitoring and evaluation to assure compliance with the specifications and terms of this AGREEMENT.
  
3. ACDHS/AAA will develop intake, assessment and reporting forms to be used for this AGREEMENT.
  
4. ACDHS/AAA will specify procedures for initiation and termination of service.