

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: homemaker, adult day care/adult day health, case management, assisted transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Priority Services** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
4. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the recommended dietary allowance (RDA) and comply with the current Dietary Guidelines for Americans.
5. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the recommended dietary allowance (RDA) and comply with the current Dietary Guidelines for Americans.
6. **Nutrition Services Incentive Program (NSIP)** is the name for the United States Department of Agriculture (USDA) cash allotment or commodity program. The purpose of the program is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals.
7. **Title III D (Disease Prevention and Health Promotion Services)** means a variety of activities to maintain or improve the physical, mental, and

ARTICLE I. DEFINITIONS (Continued)

nutritional health of older persons, to include the following specific activities: disease prevention, health promotion education, nutrition education, nutrition counseling, nutrition risk screening services, medication management, home security equipment, family support, community education/advocacy, information, outreach, physical fitness, therapy, and comprehensive assessment.

“Medication Management” means medication screening and education to prevent incorrect medication and adverse drug reactions and is a required service with a separate funding allocation.

8. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of services.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.
9. **One-Time-Only** means federal funds reported as unspent in the Financial Closeout Report, recovered through the Audit Resolution process, and/or made available from other sources.
10. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
11. **Eligible Service Population** for Title III means any person 60 years of age or older, or the spouse of that person, is eligible receive services under this Agreement. Although the program is especially designed to serve persons with the greatest economic or social need with particular attention to low income minority individuals and older individuals residing in rural areas, as established by the California Department of Aging, no means test shall be used to disqualify a person from receiving services. Persons to receive benefits will be prioritized as follows: first, persons whose incomes do not exceed one hundred twenty-five percent (125%) of the Supplemental Security Income level, or are in greatest social need; second, persons with an income over one hundred twenty-five percent

ARTICLE I. DEFINITIONS (Continued)

(125%) of the Supplemental Security Income level with a demonstrated need for these services but who do not have the means to pay for them. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

12. **Program Overview:** The Senior Citizens Law Project (SCLP) is mandated to provide free legal services to residents of Stanislaus County over the age of 60. Priority areas include health care issues, housing, public benefits / Social Security, elder abuse, and nursing home complaints. Within these areas the SCLP provides legal information, advice, counseling, administrative and judicial representation as well as outreach and education to Stanislaus County area seniors, their caregivers and service providers. These services are provided by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the California State Bar.
13. **The Senior Citizens Law Project shall provide** general civil legal services including, but not limited to, the following: consumer problems, elder abuse/protective services, health, housing, and public benefits. The Senior Citizens Law Project will not provide representation for the following problems: fee-generating actions, domestic relations, probate, criminal cases, juvenile matters, child custody matters, personal injury, and bankruptcies. The Senior Citizens Law Project will assist clients in locating and retaining low- or no-cost legal assistance for those matters for which it does not provide representation by way of referral and/or pro bono assistance.
14. **Voluntary Contributions.** Each person receiving services will be given free and voluntary opportunity to donate towards the cost of the service. The privacy of each older person with respect to the donation will be protected. All donations will be safeguarded and an accounting will be kept for all contributions received. All contributions will be used for program expenses. No person will be denied services if a donation is not made.
15. **Advertising.** Contractor shall include the phrase “Funded by the Stanislaus County Area Agency on Aging” on any flyers, posters, or printed matter advertising services funded through Title III and Title VII of the Older Americans Act.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall perform the following for Title III and Title VII Programs:
 1. In consideration of the timely performance of the Contractor in a manner

ARTICLE II. SCOPE OF WORK (Continued)

consistent with the law and this Agreement, including reporting requirements, the AAA shall pay the Contractor the total amount not to exceed Seventy-six Thousand Two Hundred and Eighty Dollars (\$76,280) for Legal Services in consideration for satisfactory performance as determined by the AAA. These funds are to be spent according to the budget contained in Contractor's project grant application approved by the AAA. The AAA shall pay the Contractor monthly after receiving and approving Contractor's monthly cash flow report and request for funds. Contractor agrees to provide a cash/in-kind matching share in the amount of Nine Thousand One Hundred and Fifty-four Dollars (\$9,154).

2. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the Scope of Work, AAA four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the County AAA.
3. Establish and maintain an organization that shall have the ultimate accountability for funds received from the AAA and for the effective and efficient implementation of the activities as described in the Scope of Work and all pertinent State and federal laws and regulations including data reporting requirements.
4. Meet the requirements under the OAA, Section 301(a) (1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
5. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
6. Submit budgets and expenditures and any subsequent amendments and revisions to budgets to AAA as requested, within time period set by AAA.
7. Respond as requested by AAA to any monitoring findings and document plan of correction within time period set by AAA.
8. Submit in writing any requests for direction, guidance, and interpretation of instructions, including client and service data reporting requirements.
9. Contractor must maintain up-to-date program Policy and Procedure

ARTICLE II. SCOPE OF WORK (Continued)

Manual so that all responsible persons have ready access to standards, policies, and procedures. The program policy and procedure manual must be reviewed and approved by the AAA annually.

10. Provide program information and assistance to the public. Program brochures must be available in both English and Spanish. A minimum of 250 English and Spanish program brochures must be provided to the AAA semi-annually.
11. Contractor shall, at a minimum, handle or refer cases that involve the following: consumer issues, elder abuse, health, housing, income maintenance, individual rights, and Wills.
12. Maintain a program data collection and reporting system as specified by the California Department of Aging. LSPs (Legal Service Providers) are to use the Uniform Reporting System developed by CDA in July 2009 to collect data on legal services provided. Reports shall be submitted to the AAA quarterly on the following schedule: October 15, January 15, April 15, and July 15.
13. Obtain prior written approval of the AAA for any expenditure for equipment that exceeds \$500.

B. Provision of Services

1. Alternative communication services.
 - a. Contractor shall take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)
 - b. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

ARTICLE II. SCOPE OF WORK (Continued)

6. Referral to culturally and linguistically appropriate community service programs.
 - c. Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (22 CCR 98211)
 - d. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate. (22 CCR 98324)
 - e. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)
2. Compliance Monitoring
 - a. The AAA shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of, culturally and linguistically appropriate services provided by the Contractor. (22 CCR 98310)
 - b. The Contractor shall respond as requested by the AAA, in writing, to any monitor or routine evaluation findings; documenting a plan of correction within time period set by AAA.
 - c. Contractor shall permit timely access to all records of compliance. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)
3. Notice to Eligible Beneficiaries of Contracted Services
 - a. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
 - b. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the AAA procedure for filing a complaint and other information regarding the provisions of Government Code section 11135 et seq. (22 CCR 98326)
 - c. Contractor shall notify the AAA immediately of a complaint alleging discrimination based upon a violation of State or federal law. (22 CCR 98211, 98310, 98340)

ARTICLE II. SCOPE OF WORK (Continued)

C. Units of Service

1. *Hours of Legal Assistance:* Annual total of hours spent counseling, advocating and / or assisting clients over the age of 60, or their caregivers, with issues requiring the assistance of a lawyer.
Unit of Service: One hour. Goal: 1,600 hours per year.
2. *Senior Citizen Clients Served:* It is the expectation of the program that approximately 500 senior citizens be served annually.