

**SAMPLE CONTRACT FOR THE LEGAL ASSISTANCE PROGRAM
UNDER TITLE III OF THE OLDER AMERICANS ACT
October 1, 2008 to [AAA TO INSERT DATE]**

This Agreement entered into this 1st day of October 2008 by and between the _____ hereinafter referred to as the **AAA** and _____ hereinafter referred to as the **Contractor**. The AAA hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter setforth.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

1. **Scope of Services.** The Contractor shall, in a satisfactory and proper manner as determined by the AAA, perform the services as outlined in the Scope of Services (Exhibit 1) and the Contractor's proposal submitted in response to the Request for Proposal (RFP) (Exhibit 2) attached hereto and made a part of this Agreement. [Make sure you have the Scope of Services and the Contractor's Proposal attached as an Exhibit 2]
2. **Contract Period.** The services of the Contractor shall commence as soon as possible after the execution of this Contract and shall continue until September 30, 2009 [Here is where the AAA can insert the length of the contract and any optional contract extensions. If you have specifics on the budget period versus the contract period, insert that language here as well.]
3. **Area Covered:** The Contractor shall perform all necessary legal assistance program services provided under this Contract in connection with the respecting area within:

ENTER LIST OF COUNTIES

4. **Request for Funds.** The Contractor shall provide a Monthly Statement and submit to the AAA for payment. This statement is to be submitted to the AAA by the 10th day of the month following the month for which the funds were expended. [Please make this specific to your AAA.]
5. **Payment of Funds.** Subject to receipt of funds from the Alabama Department of Senior Services (hereinafter ADSS), the AAA shall pay funds for the purpose of the Contract.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of _____. Payment will be monthly and will be due and payable as follows _____ [Please make this specific to your AAA].

The AAA reserves the right, with the approval of ADSS, to change the dollar amount of this contract based on federal/state dollars actually received in the Notice of Grant Award from the ADSS to the AAA, and to renegotiate this contract with the Contractor.

6. **Modifications.** This Contract may be modified in writing upon the mutual consent of the authorized officials of the AAA and Contractor.
7. **Termination of Agreement.** If, through any course, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant to the AAA from ADSS through which this contract is paid is terminated by ADSS, the AAA shall thereupon have the right to terminate this Contract by giving 30-day written notice to the Contractor of such termination and specifying the effective date thereof.

Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

If, through any cause, the Contractor desires to terminate this Contract, written notice embodying reasons for termination and effective date thereof, shall be submitted to the AAA at least sixty (60) days prior to the effective date of termination.
8. **Effect of Termination.** In the event of a termination, subject to the Alabama Rules of Professional Conduct and requirements of the Older Americans Act (OAA), all property and finished or unfinished non-case related documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the AAA, become the property of the AAA. Case files and client-specific materials shall be subject to the Alabama Rules of Professional Conduct and OAA.
9. **Maintenance of Records.** The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the AAA and the ADSS to assure a proper accounting for all project funds, including both in-kind and cash matching funds expended. These records shall be retained for three (3) years from the date of submission of the final Expenditure Report under this Contract and all other pending matters are closed. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure subject to the Alabama Rules of Professional Conduct and OAA regarding client confidentiality.
10. **Audits and Inspections.** At any time during normal business hours and as often as the AAA, the ADSS, and/or the Comptroller General of the United States or any of their authorized representatives may deem necessary, there shall be made available access by the Contractor to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Such access to records shall be subject to the Alabama Rules of Professional Conduct and OAA regarding client confidentiality.
11. **Evaluation.** The Contractor agrees that the AAA may carry out monitoring and evaluation activities as determined necessary by the AAA and the ADSS subject to the Alabama Rules of Professional Conduct and Older Americans Act of 1965, as amended, regarding client confidentiality.

12. **Subcontracts.** None of the work or services covered by this Contract will be subcontracted without prior approval by the AAA.
13. **Indemnification.** Contractor shall be liable and agrees to be liable for and shall indemnify, defend, and hold harmless the AAA and its officers, employees and agents from all claims, suits, judgments or damages, including court costs and attorney fees, arising out of this contract due to negligent, erroneous or intentional acts or omissions of the Contractor and/or any subcontractors. Contractor shall hold the AAA harmless from all subcontractor liabilities under the terms of this contract.
14. **Liability and Workers' Compensation Insurance.** The Contractor shall maintain appropriate liability insurance, including but not limited to malpractice insurance, and shall provide a certificate of insurance as part of this contract. The Contractor shall maintain, during the life of this contract, Workers' Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.
15. **Guidelines.** In any situation not covered specifically by this Contract, Contractor shall follow the guidelines of Title III of the Older Americans Act of 1965, as amended, its subsequent regulations and the Alabama Legal Assistance Program Guidelines.
16. **Order of Precedence.** The terms and conditions of the RFP document constitute the basis for this contract. This RFP and the accepted proposal are therefore incorporated by reference into this Contract, with the proposal attached hereto as Exhibit 2.

Any ambiguity or inconsistency among the documents shall be resolved by applying the following order of precedence:

- Contract document and its attachments/exhibits;
- Any contract amendments and attachments/exhibits;
- The RFP and its appendices, including any addenda; and
- The Contractor's proposal submitted in response to the RFP.

17. **Compliance with State and Federal Laws and Regulations.** Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations.
18. **Governing Law.** All aspects of this contract shall be governed under the laws of the State of Alabama and venue for any actions relating to this contract shall be proper in _____ County, Alabama.
19. **Disputes.** For any and all disputes arising under the terms of this contract, the parties hereto agree, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

20. **Severability and Survival.** In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Contract, which shall remain in full force and effect and enforceable in accordance with its terms. The remaining rights and obligations of the parties under this Contract shall survive the termination of this Contract.
21. **No Third Party Beneficiaries.** Nothing expressed or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person or entity other than the AAA, Contractor and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
22. **Ownership.** The Contractor agrees that the AAA and ADSS reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or permit others use of the products, with the exception of client/case-related work product, developed under this contract, and to authorize others to do so.
23. **Compliance with OAA and Alabama Legal Assistance Program Guidelines.** All services under this contract shall be carried out in accordance with Title III of the Older Americans Act of 1965, as amended, as well as by the policies and procedures established by the AAA and the ADSS. Contractor shall provide services and/or assure that preference is given to those older persons with the greatest social and economic needs in accordance with their need for such service within the planning and service area as specified in the Older Americans Act of 1965 and the Alabama Legal Assistance Program Guidelines.
24. **Non-conflict of interest.** Contractor agrees that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further agrees that in the performance of this contract, no person having such interest shall be employed. The Contractor further agrees that it shall prevent any unlawful benefits from accruing to individuals associated with the Contractor as a result of the contract.
25. **Certification regarding debarment, suspension, ineligibility and voluntary exclusion—lower tier covered transactions.** By signing and submitting this Contract, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 - b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to the contract.
26. **Certification regarding lobbying.** The Contractor certifies, to the best of his or her knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an office or employee of any agency, member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federally

funded contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or any employee of a Member of Congress in connection with this federally funded contract, grant loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. **Nondiscriminatory Compliance.** Contractor shall comply with Title VII of the Civil Rights Act of 1964 and 1991, the Age Discrimination in Employment Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all other applicable federal and state laws, rules and regulations with respect to nondiscrimination in employment.
28. **Certification regarding Americans with Disabilities Act:** Contractor hereby agrees that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Contractor received federal financial assistance from the grantor (AAA) and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor by the Grantor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, 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 the property. In all other cases, this assurance shall obligate the Contractor for the period during which the

federal financial assistance is extended to it by the Grantor.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts or other federal financial assistance extended after the date hereof to the Contractor by the Grantor including installment payments after such date on account of applications for federal financial assistance were provided before such date. The Contractor recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person who are authorized to sign this assurance on behalf of the Contractor.

29. **Assurance of Compliance under Title VI of the Civil Rights Act of 1964:** Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (formerly the Department of Health, Education, and Welfare) (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, handicap or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor receives federal financial assistance from the Department; and hereby gives assurance it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Contractor, or in the case of any transfer of such property or structure is used for a purpose of 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 the property. In all other cases, this assurance shall obligate the Contractor for the period during which the federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts or other federal financial assistance extended after the date hereof to the Contractor by the Department, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

30. **Certification regarding Drug Free Workplace Requirements:** The Contractor certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act

of 1988, 45 CFR Part 76, subpart F. All contractors, subcontractors and host agencies must notify the AAA in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of a grant or contract funded through the AAA, or by any employee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any Contractor, subcontractor and host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the AAA or the services provided through the respective program.

WITNESS THEREOF, the AAA and the Contractor have executed this Contract as of the date first above written.

Area Agency on Aging

Contractor

Witness

Date

Approved:

Irene B. Collins, Commissioner
Ala. Dept. of Senior Services

Date

Scope of Services Legal Assistance Program

_____ will provide services which assist in civil matters related to legal rights, benefits and entitlements through legal advice, counseling, and representation. This includes legal consultation/representation to the elderly in non-fee generating litigation, assistance in administrative claims; the review and preparation of legal documents for elderly individuals; and the development and provision of community education for the elderly population.

Services will be provided for individuals age sixty (60) and over in the greatest social and economic need as specified in the Older Americans Act (OAA) who reside in the counties served by the AAA listed in item number 3 of the contract.

As a Title IIIB Legal Assistance Provider, the Contractor agrees to abide by the RFP and Contractor's proposal in response to the RFP attached to this contract as Exhibit 2. The Contractor further agrees to:

- Comply with the Rules of Professional Conduct of the Alabama State Bar.
- Adhere to the Alabama Legal Assistance Program Guidelines and any amendments thereto.
- Provide at no cost to clients, access to attorneys with the capacity to provide advice and representation in the areas outlined in the Alabama Legal Assistance Program Guidelines and the Older Americans Act of 1965, as amended.
- All attorneys must be licensed to practice law in the State of Alabama and must carry malpractice insurance.
- Where more than one attorney has responsibility for service provision under the program, a lead resource attorney must be identified and contact information available to the AAA.
- All legal staff, other than licensed attorneys, operating within the Title III legal assistance program must do so under the direct and regular supervision of an identified licensed attorney.
- Use Title III B funds or other funds as contracted from the AAA to maintain or increase, to the extent practicable, the level of legal assistance furnished to eligible individuals, and not use Title IIIB funds to supplant funds from other federal or non-federal sources.

- Give clients a voluntary opportunity to contribute to the cost of the services they receive and ensure privacy with respect to the clients and any contributions.
- Have reasonable access to the following for all appropriate staff: relevant U.S.C.A. and CFRs, local laws and regulations, state law, regulations and rules; manuals for relevant government programs, relevant support center manuals, newsletters, information and referral manuals, and a law library.
- Have 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 in accordance with the OAA.
- Provide complete, accurate AIMS programmatic and fiscal reports and other required program data to the AAA and the ADSS in a timely manner and provide additional information as may be requested by the AAA and the ADSS, while maintaining client confidentiality.
- Provide advice and representation to clients of the Long-Term Care Ombudsman Program who are 60 years of age or older.
- Coordinate with Long-Term Care Ombudsman while maintaining client confidentiality with both programs.
- Be prepared to accept referrals from the Elder Law Helpline as called upon and where appropriate.
- In cooperation with the Legal Services Developer, develop and follow a protocol and a program policy for referral of fee generating cases pursuant to the OAA. Pursuant to the OAA regulations (45 CFR 1321.71(g)), a fee-generating case may not be accepted by a Legal Assistance provider. This means any case which reasonably may be expected to result in a fee for legal services from an award to a client from public funds or from the opposing party with several limited exceptions.
- Develop and submit to the AAA and ADSS for approval a program policy on conflicts of interest. Such policy at a minimum, shall include provisions for identifying and resolving conflicts for employment and other activity outside the Title III B program, and shall extend to all persons employed part-time or providing services on a volunteer basis.
- Supply clients with a mechanism for filing complaints or grievances about the operation of the program.

- To the extent practical, conduct in person with the client, any document preparation, execution or extended representation.
- If the Contractor is not a Legal Services Corporation (LSC) funded program, develop a coordination of services plan with the local LSC Program (Legal Services Alabama) as required under the OAA. [Use this section only if your contractor is not Legal Services Alabama.

Scope of Services
Section 2
(insert AAA specific information)