

### **ARLINGTON COUNTY, VIRGINIA**

## AGREEMENT NO. 21-DHS-EP-203 AMENDMENT NUMBER 3

This Amendment Number **3** is made on the date of execution and amends Agreement Number 21-DHS-EP-203 ("Main Agreement") dated <u>July 1, 2020</u>, between <u>Legal Services of Northern Virginia</u> ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

1. PURSUANT TO PARAGRAPH 4: CONTRACT TERM, THIS AGREEMENT IS HEREBY RENEWED FROM JULY 1, 2024, TO JUNE 30, 2025. THERE ARE NO RENEWALS REMAINING.

#### 2. REPLACE PARAGRAPH 5: CONTRACT AMOUNT IN ITS ENTIRETY WITH THE FOLLOWING:

The County will pay the Contractor in accordance with the terms of the Payment section below in the amount of \$25,000.00 for the Contractor's completion of the Work as required by the Contract Documents. Funding is available as the result of a federal grant and may vary depending on the annual award. The scope of work may be adjusted to reflect the funding change if the award drops below the contracted amount. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount"). The County will not compensate the Contractor for any goods or services beyond those included in the Contract Amount unless those additional goods or services are covered by a fully executed amendment to this Contract.

## 3. REPLACE PARAGRAPH 6: PAYMENT IN ITS ENTIRETY WITH THE FOLLOWING:

The Contractor must submit eleven monthly invoices in the amount of \$2,083.33 and one invoice in the amount of \$2,083.37 to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

## 4. REPLACE THE CONTACT FOR THE COUNTY IN PARAGRAPH 45: NOTICES, WITH THE FOLLOWING:

### TO THE COUNTY:

Helen King, Project Officer Arlington County, Virginia Department of Human Services- ADSD 2100 Washington Boulevard, 4<sup>th</sup> Floor Arlington, VA 22204

5. REPLACE EXHIBIT A: SCOPE OF WORK IN ITS ENTIRETY WITH ATTACHED REVISED EXHIBIT A. SCOPE OF WORK EFFECTIVE 7/1/2024.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

LEGAL SERVICES OF NORTHERN VIRGINIA, INC.

DocuSigned by:			DocuSigned by:
AUTHORIZED SIGNATURE:	Javier Iturralde F3B19877EB39437	AUTHORIZED SIGNATURE:	James Ferguson  OB2CFODC8D8A470
NAME:	Javier S. Iturralde	NAME:	James Ferguson
TITLE:	Procurement Officer	TITLE:	Executive Director
DATE:	4/19/2024	DATE:	4/19/2024

# REVISED EXHIBIT A SCOPE OF WORK EFFECTIVE 7/1/2024

## A. General Service Requirements

- 1. The Contractor must perform the services outlined in the <u>Virginia Department of Aging and Rehabilitative Services ("DARS") State Services Standards for Legal Assistance.</u>
- 2. The Contractor shall provide legal services to low-income, disabled, and older (age 60 and above) Arlington County residents with the greatest social or economic needs and with limited English proficiency, giving priority to services related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination.
- 3. The legal services provided by the Contractor under this Agreement shall be provided by an attorney, designated Counsel, and Paralegal. Legal services include, but is not limited to:
  - Legal counseling and/ or advice
  - Legal representation, and
  - Community legal education and training

Services may include representation in court or administrative proceedings, prioritizing emergency services such as eviction proceedings and unlawful detainers.

- 4. The Contractor shall endeavor to make laws and legal procedures understandable to the lay person and to prevent future legal problems or issues, through community presentations at various sites, and the development and dissemination of legal education materials on a variety of topics of interest and importance to older adults.
- 5. The Contractor shall utilize volunteer outreach workers to expand its services. Training and supervision of the volunteers shall be provided by Contractor staff. The Contractor must have in place a volunteer screening process and policies which must include criminal background checks and Virginia Central Registry checks.
- 6. The Contractor, in compliance with the <u>Older Americans Act (OAA) Section 307(a)(15)(A)(ii)</u>, shall prioritize older adults with the greatest need including economic needs and those with limited English proficiency. Contractor must make available contracted language interpretation service to its staff to serve clients with limited English proficiency in case bilingual staff does not have the specific language skills needed. In accordance with Section 48. Limited English Proficiency of the contract, the Contractor must have policies and procedures in place to implement the services including staff training. Policies must be made available upon request.
- 7. Services shall be provided though telephonic and in-person consultation, home visits and outreach to communities with greatest need. The Contractor shall meet the service needs of priority populations through community collaborations, bilingual attorneys and staff for counseling and translation of materials, and through outreach efforts. The Contractor shall coordinate services with key stakeholders such as the Commission on Aging, the Elder Law

Attorneys Association, the Arlington Bar Association, 55+ Centers and Affordable Housing communities, as well as other legal professionals in the Elder Law and Legal network to assist clients and coordinate services.

- 8. The Contractor shall have a sliding scale for client payment contributions. Clients shall be given the opportunity to contribute all or part of the cost of such services, but no recipient shall be denied service for not contributing. Client contributions shall be handled so as not to differentiate publicly among individual contributors. Client contributions shall be used by the Contractor to increase the services provided under this Contract. Client contributions shall not affect the Contract Amount.
- 9. The Contractor agrees to submit to monitoring and evaluation activities as required by the County, and to make records available for inspection upon request by representatives of the Area Agency on Aging (AAA) and Department of Human Services.
- 10. The Contractor shall conduct customer satisfaction surveys of all clients, whose cases are closed, to evaluate the quality of service they received and shall give the clients an opportunity to provide feedback. A summary of these comments shall be provided to the Agency on Aging upon request.

## B. Expected Annual Outputs:

Service Units (anticipated for contract period of July 1, 2024 – June 30, 2025):

Anticipated number of Title III Legal Cases (New Cases Opened)	100
Anticipated number of Hours spent on Title III Cases	350
Anticipated number of Community Education Events	30
Anticipated number of Hours Spent on Community Education	70
Anticipated number of Publications Produced and Distributed	700

### C. Reporting Requirements

- 1. The Contractor must submit monthly reports as required by regulations and directives of the Federal Older Americans Act and the Virginia DARS to the AAA. Monthly reports must be submitted to arlaaa@arlingtonva.us and to the AAA Director (email will be provided upon contract start) by the 8th of each month for services rendered during the previous month.
- 2. Monthly reports shall contain data derived from information collected by the Contractor utilizing the <u>Virginia Service Quick Form</u>. The monthly report shall consist of the following:
  - a. Number of unduplicated clients/persons served.
  - b. Number of hours/units of service provided.
  - c. <u>Service participation report</u> that includes outputs achieved in all output categories as listed in "Expected Annual Outputs" (monthly and cumulative).
  - d. <u>Statistical report</u> indicating the demographics of clients served (age, gender, race, disability status, income), and the types of legal cases handled. Clients must be identified by a number generated by the Contractor to maintain client confidentiality.