

Milwaukee County Department on Aging
2020 Purchase of Service Contract
Grant Supported Programs and Services
Legal Action of Wisconsin

This Contract is made and entered between Milwaukee County, a Wisconsin municipal body corporate, represented by the Milwaukee County Department on Aging, 1220 West Vliet Street Suite 302, Milwaukee, WI 53205 (hereinafter called Department or County), and Legal Action of Wisconsin, 230 W. Wells St., Room 800, Milwaukee, WI 53203 (hereinafter called Contractor).

1. Dates of Performance

This Contract is made in an amount not to exceed \$405,088 for the period of January 1, 2020 through December 31, 2020 to provide legal benefit services for older adults in Milwaukee County. This contract may be extended for an additional year upon the agreement of the parties.

2. Scope of Service

Contractor shall specifically perform all of the services and achieve the objectives as set forth in the proposal submitted by Contractor to County, which is attached hereto as Exhibit I. Contractor shall perform all services provided under this Contract in the manner prescribed by the relevant Program/Service Guidelines or Specifications, which are herein incorporated by reference and made a part of this Contract as if physically attached hereto.

3. Staffing and Delivery of Programs/Services

- A. Contractor shall provide all personnel required to perform the programs or services under this Contract. Such personnel shall not be employees of County, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Whenever possible, notification of replacement of personnel shall be provided to County prior to replacement.
- B. Contractor will provide proper supervision to all employees providing programs or services under this Contract. Current job descriptions shall be kept on file for positions funded under this Contract, and each employee will be given a job description at the time of employment and whenever the job description is amended.
- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.
- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with

all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.

- E. All clients served by Contractor under this Contract must meet Department's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with Department and that Contractor will not be reimbursed for services provided to ineligible clients.
- F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the Term of this Contract and to accept all clients referred by Department as long as funds made possible through this Contract are available.
- G. Contractor shall maintain a log of complaints and provide Department a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform Department in writing of the actions taken by Contractor to resolve such complaints.
- H. Contractor shall complete all forms and documents requested by the Department within timeframes outlined by the Department.
- I. Contractor agrees to perform background checks on any Contractor employees, representatives, or agents hired on or after the Effective Date who may have or do have direct contact with clients or customers, to ensure such employees: (i) have not been convicted of a criminal offense related to the provision of services but have not yet been excluded; (ii) have not been convicted of any felony; (iii) as discovered through any background check or based upon Contractor's knowledge, have not been terminated from employment by any employer or contractor for theft, misappropriation of property, or any other potentially illegal or unethical acts. Vendor agrees not to use any employee or potential employee failing to meet the above criteria to provide direct client services to any under this Agreement. Any breach of this section shall give Department the right to terminate this Agreement immediately.

4. Equipment

- A. Contractor agrees that all items of equipment purchased with funds provided by Department under this Contract shall be used for the programs and services purchased through this Contract or as otherwise may be specified in Exhibit I. Contractor further agrees to provide to Department a copy of an invoice for all items of equipment purchased upon request, to annually inventory provide Department of a list of said equipment, and to maintain property and content insurance, including fire, vandalism, and theft, to cover the replacement value of said items.
- B. Should Department funding cease for the programs or services for which the equipment was purchased under this Contract, or if Contractor should cease using said equipment for the purposes for which it was originally purchased, Contractor agrees either to (1) turn over said equipment to Department for distribution to other approved programs or services for older persons; or (2) dispose of said equipment in such other fashion as may be mutually agreed by Contractor and Department.

5. Fiscal Administration and Program Income

Contractor shall observe the following policies and practices with regard to all funds received from Department pursuant to this agreement:

- A. Contractor agrees to identify the total cost of the program or service funded under this Contract.
- B. Contractor shall provide to Department an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.
- C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.
- D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- E. Contractor agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.
- F. Program Income. Per 45 CFR Part 75.307(e)(1), Program Income (as hereinafter defined) must be deducted from total allowable costs to determine the net allowable costs; Program Income must be used for current costs; and unanticipated Program Income must be used to reduce the federal award and non-federal entity contributions rather than increase the funds committed to the project. Program Income must be reported and spent within the contract year it is generated. "Program Income" is defined as Contractor revenue meeting one or more of the following descriptions: (1) Contributions/donations collected from participants for services provided (e.g., home-delivered meals, senior dining meals, caregiver services, etc.), (2) Contributions/donations from local civic groups, businesses, members of the community, or other organizations; (3) Proceeds from fundraising; (4) Revenue for meals provided to home and community based long-term care programs (Family Care, IRIS, COP, etc.); (5) Revenue from sales of services or property (e.g. meals, liquid nutritional supplements, etc.); (6) Interest income; (7) Usage or rental fees; or (8) Patent or copyright royalties. The definition of "Program Income" excludes revenues raised by a government grantee/provider under its governing powers (taxes, special assessments, levies, fines) and cash match.

6. Compensation

- A. Contractor shall be compensated for work performed as stated in Exhibit I, attached hereto and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide programs and services within the specific amounts stated in Exhibit I. Department is unable to guarantee the volume of services funded by this Contract. Under no circumstances shall payments under this Contract exceed the amount(s) authorized for this Contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.

- B. Funds may be advanced to Contractor as set forth in section 46.036 (3) (f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. Advance payments are made at the discretion of Department. The advance payment shall be repaid to Department upon demand. If Contractor fails to repay the advance as described, Department shall have the right to withhold any payments due Contractor from Department sufficient to cover the amount of the advance payment.
- C. Advance payments by Department shall not exceed one-twelfth (1/12) of the Contract award. Advance payment amounts are at the discretion of the Department. Prior to the receipt of advance payment, Contractor shall provide Department with a surety bond for an amount equal to the amount of the advance payment as set forth in section 46.036 (3) (f) Wisconsin Statutes.
- D. Department shall recover from Contractor money paid in excess of the conditions of this Contract. Repayment shall be made in full within thirty (30) days after Department has made written demand to Contractor for repayment. Department may recover repayments due to Department from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with Department. Department shall charge interest on outstanding repayments due Department as set forth in section 46.09 (4) (d) General Ordinances of Milwaukee County.
- E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.
- F. Department and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the Department to purchase the services described herein is contingent upon present state and federal grants and contracts continuing at their present levels. Should such funding sources terminate or be reduced, Department reserves the right, in its sole discretion, either to terminate this agreement or revise the scope of services being purchased to reflect any reduction in such funding. It is further recognized and agreed by Department and Contractor that the programs and services provided under this Contract are subject to all provisions of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.

7. Billing and Reporting

- A. Contractor shall provide Department with monthly billings and reports for programs and services provided under this contract by the seventh (7th) working day of the month following the month in which services are provided. Contractor shall submit billings and reports on the forms and according to the manner specified by Department.
- B. Department shall make payment only for those line items as are specified in the approved budget. Expenditures for any single line item may not exceed the amount in the approved program budget by more than \$500 without written authorization by Department and the submission of a revised budget by Contractor on the prescribed form.

- C. Within thirty (30) days of the receipt of all required billings and reports, Department shall make payment to Contractor of the net amount due. The 30 days does not start to run until all forms are accurate, complete, and include all revisions requested by Department.

8. Record Keeping and Access to Records

- A. Contractor shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of Department and Department's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the Program/Service Guidelines or Specifications for this Contract. Access to information shall include computerized data and/or other electronic information used by the Contractor, made available in formats suitable for data analysis, such as queries, using conventional software programs.
- B. Contractor shall maintain written verification of programs and services provided under this Contract, including the dates of programs and services performed for all of the purchased programs and services rendered, as specified by Department. Contractor shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the programs and services provided. Contractor shall retain all such records for a period of at least four (4) years from the date of issuance of the certified financial and compliance audit. Records shall be retained beyond the four-year requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- C. It is agreed that Milwaukee County representatives, including representatives of the Department on Aging or the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services, shall have the right of access to program, financial, and such other records of Contractor or Contractor's subcontractors as may be necessary to evaluate or confirm Contractor's cost estimates, rates, and charges for programs and services provided under this Contract or as may be necessary to evaluate or confirm Contractor's delivery of the programs and services in compliance with the Program/Service Guidelines or Specifications for this Contract.

9. Inspection of Premises

Contractor shall allow inspection of Contractor premises to Department representatives and to authorized representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time programs and services are being furnished.

10. Audit Requirements

- A. Contractor shall submit to Department, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and department, one (1) original copy mailed to the address provided below and one soft copy e-mailed to the Program Planning Coordinator, of an Agency-wide Audit for Calendar Year 2019 if the total amount of annual funding is \$100,000 or more, unless waived by Department. Contractor may request, and with written consent of Department

provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

- B. Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, shall submit to County two (2) original copies of a certified audit for calendar year 2020 performed in accordance with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The audit submitted by Contractor shall be conducted in conformance with the following standards:
- (a) Wisconsin Department of Health Services (DHS) Audit Guide, October 2018 Revision or later.
 - (b) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and
 - (c) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).
- C. Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section 8, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2019 through December 31, 2019, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2020. This provision shall survive the termination of this Agreement regardless of the reason.
- D. All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:
- 1. The Wisconsin *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit guide (DHSAG) Latest Revision* issued by Wisconsin Departments of Health Services (online at www.DHS.state.wi.us/grants);
 - 2. Standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, December 2011 Revision published by the Comptroller General of the United States; and
 - 3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).
- E. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Department. Extensions of the deadline for submission of the audit are at the sole discretion of Department. If Contractor determines an extension is necessary,

Department must receive a request for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:

1. an explanation as to why an extension is necessary;
 2. the date upon which the Department will receive the audit;
 3. the unaudited financial statements of the Contractor; and,
 4. any additional information Contractor deems relevant to Department's determination.
- F. No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department on Aging
Assistant Fiscal Director
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of Department to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

1. Financial Statements and Supplemental Schedules:
 - a. Comparative Statements of Financial Position – For Agency-wide audits only.
 - b. Statement of Activities – For Agency-wide audits only.
 - c. Statement of Cash Flows – For Agency-wide audits only.
 - d. Schedule of Revenue and Expense by Funding Source (Agency-wide) is required of all Contractors. This schedule must follow the format and content of the sample schedule contained in the *Milwaukee County Department of Health and Human Services Year Purchase of Service Guidelines, Technical Requirements – Audit and Reporting* booklet (latest edition). Do not combine multiple line items into a single line item or separate a single line item into multiple line items.
 - e. Allowable administrative and other allocated overhead (collectively, indirect costs) will be limited to 10% of net allowable direct program costs (excluding such allocated costs) for agencies/Contractors electing to provide a program audit in lieu of an agency-wide audit.
 - f. Reserve Supplemental Schedule is required for all non-profit Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price

agreements). A separate schedule must be completed for each contract/facility, or for each program under a Fee-for-Service Agreement with Department. For Contractors whose fiscal year is other than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all Department funded programs.

The schedule must identify revenue from each Purchaser (earned under each contract) separately, and include total units of service provided to all Purchasers for each contract/facility and total units of service provided under the Contract with Department, as well as the items required by the *Provider Agency Audit Guide (Section 7.1.6)*, or *Department of Health Service Audit Guide (DHSAG), Latest Revision* for the most recently completed calendar year. The schedule and allowable additions to reserves shall be by contract/facility or by program category. Schedule of Profit for For-Profit Contractors Which Provide Participant Care.

g. For profit Contractors shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036(3)(c) indicates that contracts for proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department. Allowable profit will be restricted to 5% of net allowable operating costs.

h. Units of service provided under the Contract, if not disclosed on the face of the financial statements, are required for Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). Contractor's auditors shall review and report on the extent of support for the number of units for each type of service billed to Department, and compare units billed to Contractor's accounting/billing records that summarize units provided per participant. Contractor's auditors shall reconcile billing records to supporting underlying documents in participant case files on a test basis, and report on any undocumented units billed to Department that exceed the materiality threshold of the DHS *Provider Agency Audit Guide, 1999 revision issued by WI Department of Corrections and Workforce Development or Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Departments of Health Services. The disclosure must include total units of service provided to all Participants for each program, facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with Department for the most recently completed calendar year.

i. Notes to financial statements including disclosure of related-party transactions, if any. Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Contractor. Rental cost under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the Contractor continued to own the property. Contractor's auditors must disclose the actual costs of ownership, by property, for the property(ies) in question, as well as the amount of such costs to be allocated to each Department program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

j. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from

the Attachment I of the Contract. Each program under County Contract must be reported as a separate line item by contract year.

2. Independent Auditors Reports and Comments:

a. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency. For Program Audits, "Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services. Or, Program Audits, "Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

c. "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Part 200 Uniform Grant Guidance" (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).

d. Schedule of findings and questioned costs to include:

- (1) Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
- (2) Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
- (3) Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;
- (4) Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
- (5) Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services; and
- (6) Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.

e. A copy of the Management Letter or other document with auditor's comments issued in conjunction with the audit shall be provided to Department, along with Management's response

to the Management Letter. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

3. General:

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

- a. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), Latest Revision.
 - b. OMB Uniform Grant Guidance Part 200
 - c. The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.
 - d. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
 - e. State of Wisconsin, Department of Administration Single Audit Guidelines - Latest Revision.
 - f. State of Wisconsin Department of Health Services, Provider Agency Audit Guide - 1999 Revision issued by WI Department of Corrections and Workforce Development.
 - g. *Department of Health Services Audit Guide (DHSAG) Latest Revision* issued by Wisconsin Department of Health Services.
 - h. State of Wisconsin Department of Health Services, Allowable Cost Policy Manual - Latest Revision.
 - i. AICPA Generally Accepted Auditing Standards.
- G. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with Department or Department's representative(s) including the Milwaukee County Department of Health and Human Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least seven (7) years following the latter of Contract termination, or receipt of audit report by Department. This provision shall survive the termination of this Contract regardless of the reason.
- H. Contractor and Department mutually agree that Department or Department's representative(s), including the Milwaukee County Department of Aging and the Milwaukee County Division of Audit Services (DAS) , Milwaukee County Office of the Comptroller, as well as state and federal officials, reserve the right to review certified audit reports, supporting work papers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to

prior claims may result from such reviews. Such reviews may be conducted for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.

- I. Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements upon submittal of the following unaudited schedules:
 1. A schedule of revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year ended in 2019 through December 31, 2019, for each program or activity identified as a fee for service agreement with Department. The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and Department.
 2. If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.
- J. Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of contract termination or receipt of audit report by Department. This provision shall survive the termination of this Contract regardless of the reason.
- K. Contractor's Subrecipients
 1. Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.
 2. Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.
 3. Subrecipient shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of Department, the Milwaukee County Division of Audit Services (DAS) and Department's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract. This provision shall survive the termination of this Contract regardless of the reason.
 4. It is agreed that Department representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of subrecipient as may be requested to evaluate or

confirm subrecipient's program objectives, participant case files, costs, rates and charges for the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least seven (7) years following the latter of contract termination, or receipt of subrecipient's audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.

5. Subrecipient shall allow visual inspection of subrecipient's premises to Department representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and services are being furnished.
- L. Failure to Comply with Audit Requirements: If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the Department, or fails to request and receive an audit submission waiver (if applicable/available) or extension of time to submit audit,, as required by this Contract within the specified timeframe, the Department may:
 1. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
 2. Charge Contractor for all loss of Federal or State aid or for penalties assessed to Department because Contractor did not submit a complete audit report within the required time frame;
 3. Disallow the cost of the audit that did not meet the applicable standards; and/or
 4. Withhold or suspend any or all payments due the Contractor from Department.
 5. Suspend, reduce or terminate the Contract, or take other actions deemed by Department to be necessary to protect the Department's interests.
 6. In the event of selection by Department of an organization or individual to complete an audit of Contractor's financial statements, Department shall withhold from future payments due to the Contractor from Department an amount equal to any additional costs incurred by the Department for the completion of an audit of Contractor's records by an auditor selected by Department.
 7. Department may withhold or recover a sum of \$1,500.00 from payments due to the Contractor from Department as liquidated damages for the failure to comply with audit requirements.
 8. Department may impose additional monitoring and/ or reporting requirements on contractor. Or take any other action that Department determines is necessary to protect federal or state funding.
 9. These provisions shall survive the termination of this Contract regardless of the reason.
 10. Upon receipt of the audit report, Department will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received,

Department will complete a compliance review and notify Contractor of Department's actions on the audit report.

11. Contractor agrees to submit to Department plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from Department and ineligibility for future agreements with Department until six months after such time as these requirements are met. This provision shall survive the termination of this Contract regardless of the reason.
12. Contractor agrees that Department is entitled to repayment of amounts identified as a result of the audit required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses incurred by Department in collection of these amounts shall be charged the Contractor on outstanding repayments as set forth in s46.09 (4) (h) Milwaukee County General Ordinances. This provision shall survive the termination of this Contract regardless of the reason.
13. Contractor and Department mutually agree that Department or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Contract regardless of the reason.
14. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Department programs, or Fee-for-Service Provider Networks as a result of an investigation or audit conducted by Department or its agents, the Milwaukee County Division of Audit Services (DAS) , the Wisconsin Department of Health Services, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Contract regardless of the reason.
15. If the Department has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive Department funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract. This provision shall survive the termination of this Contract regardless of the reason.

M. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the

Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

11. Affirmative Action, TBE Goals, Non-Discrimination and Equal Employment Opportunity

A. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

B. Targeted Business Enterprises.

Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.

Contractor shall use reasonable efforts to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals of seventeen percent (17%) for professional services, and to use good faith efforts to achieve those goals. The parties agree that no TBE goal has been established and no goal is required under this contract.

The Milwaukee County Community Business Development Partners shall assist Contractor in soliciting potential TBE vendors for the improvements and monitor such goal attainment. Contractor's contact regarding TBE participation is:

Milwaukee County Community Business Development Partners
633 W. Wisconsin Avenue, 9th Floor
Milwaukee, WI 53233
cbdp@milwaukeecountywi.gov

C. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action Goals.

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

12. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the Department, and its agents, officers, and employees, from and against all loss or expense including costs and reasonable attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

- B. Contractor shall indemnify and save Department harmless from any award of damages and costs against Department for any action based on intellectual property infringement regarding materials, including, but not limited to, computer programs involved in the performance of the programs and services covered by this Contract.
- C. Contractor agrees to indemnify Department for any amount(s) Department may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by Department under this Contract that the Department of Health Services determines to be overpayments or inappropriate payment.

13. Insurance

Contractor agrees to strictly comply with the insurance requirements set forth on Exhibit II.

14. Withholding of Payments

Failure of Contractor to comply with Contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from Department by virtue of any Department obligation to Contractor until such time as the Contract requirements are met.

15. Contract Termination

- A. Department or Contractor may terminate this Contract for any reason, with or without cause, following thirty (30) days written notice, unless an earlier date is determined by Department to be essential to the safety and well-being of the clients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party. In the event of termination, the Department will only be liable for programs and services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Contractor for use in completing this Contract.
- B. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of programs and services. Upon such notification, Department and Contractor shall determine whether such inability to provide the required quality or quantity of programs and services will require a revision or early termination of this Contract.
- C. Notwithstanding any other right of termination, Department reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that the sources of funding to the Department derived through State or Federal grants or contracts is terminated or reduced. This right of immediate termination for loss of funding applies even if Contractor has not been paid for services previously rendered.
- D. Department reserves the right to withdraw any qualified recipient from the program, service, institution, or facility of the Contractor at any time when in the judgment of Department it is in the best interest of Department or the qualified recipient to do so.

16. Advertising and Media Requests

Contractor shall partner with Department in promoting their own services and the services offered by Department. All brochures, announcements, press releases, signage, and other items used to promote services provided through this Contract must acknowledge that Department funds these services. Any requests for interviews with Media shall be reported to the Department prior to the interview taking place.

17. Coordination of Services

Contractor agrees to coordinate its service efforts with other health and human service providers to eliminate unnecessary duplication of services.

18. Client Contributions

- A. Where required by the relevant Program/Service Guidelines or Specifications, Contractor shall provide clients receiving services under this Contract the opportunity to voluntarily and confidentially contribute toward the cost of services they receive. All solicitations to contribute must be approved in advance by Department. Under no circumstances shall any otherwise eligible client be denied service under this Contract because of a failure to contribute toward the cost of the services provided.
- B. Contractor agrees to report to Department all funds contributed by clients and to record and document such contributions consistent with the accounting requirements for other funds received and expended under this Contract.
- C. Contractor agrees that any and all client contributions will be used as provided in the budget contained in Exhibit I or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by Department or reimbursed to Department.

19. Modifications

Contractor recognizes the right of Department to make reasonable modifications in the programs and services purchased under this Contract. Contractor shall be notified in writing two weeks prior to any such modifications.

20. Contract Renegotiation or Revision

- A. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.
- B. This contract may be revised in a written amendment signed by the authorized representatives of both parties.

21. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture, or employer-employee relationship between Department or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder.

22. Subcontracts

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of Department.

23. Assignment Limitation

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party could assign its obligations hereunder without the prior written consent of the other.

24. Resolution of Disputes

Contractor may appeal the decisions of Department in accordance with section 46.036 (7) Wisconsin Statutes.

25. Prohibited Practices

- A. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Department of Aging representing Department or any person who to the knowledge of Contractor has a conflict of interest. No employee of the Department on Aging representing Department shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business.
- B. Contractor shall furnish Department with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract.
- C. Contractor attests that it is familiar with Milwaukee County's Code of Ethics (Chapter 9 of the General Ordinances of Milwaukee County) which states in part, "No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or Department's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

26. Certification Regarding Contractor Debarment or Suspension

Contractor certifies to the best of its knowledge and belief, that it and its principals; (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offences enumerated in (2) of this certification; and (4) have not within a three-year period preceding this contract had one or more public transactions (Federal, state or local) terminated for cause or default.

By: _____
(Signature of Official Authorized to Sign Contract)

Date: _____

27. Certification Regarding Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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.
- 2) If any funds other than Federal 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, land, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned 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 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.

By: _____
(Signature of Official Authorized to Sign Contract)

Date: _____

For: _____
(Name of Grantee)

(Title of Grant Program)

28. Political Activity of Employees

Where applicable, Contractor shall comply with the provisions of the Hatch Act, which limit the political activity of employees who work in federally funded programs.

29. Notices

Notices to Department provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. Contractor agrees, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et. seq.

30. Health Insurance Portability and Accountability Act of 1996

Department and Contractor agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall undertake any actions needed to protect individually identifiable health information (45 C.F.R. 164.501) as required under current or future HIPAA regulations as determined by the U.S. Department of Health and Human Services and the Wisconsin Department of Health Services.

Department and Contractor agree that changes to the Contract that would be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be made upon discussion and execution of a Contract amendment containing the necessary changes. Neither party shall withhold agreement to modifications to the Contract necessary for one or both parties to comply with HIPAA.

31. Contract Content

The entire Contract of the parties, with all attached exhibits and assurances, together with the relevant Program/Service Guidelines or Specifications and Exhibit I as negotiated is contained herein. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts, each of which shall be deemed as original.

32. Approval

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrence with this Contract.

Department enters into this Contract as authorized under ss. 59.17 (2) (b) 4, 59.255 (2) (e), and 59.42 (2) (b) 5 Wisconsin Statutes. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

MINIMUM INSURANCE REQUIREMENTS

Insurance. Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- (1.) Commercial General Liability Insurance including contractual coverage:
 The limits of this insurance for bodily injury and property damage
 Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- (2.) Business Automobile Liability Insurance:
 Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- (3.) Workers' Compensation Insurance:
 Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- (4.) Employers Liability Insurance:
 Such insurance shall provide limits of not less than \$500,000 policy limit.
- (5.) Professional Liability/Errors and Omissions:
 This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence.

Additional Requirements:

- (6.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- (7.) The insurance specified in (1.), (2.) and (5.) above shall: (a) name Milw. Cty.

including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

- (8.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- (9.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- (10.) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Mail to:

Milwaukee County Risk Management
633 W. Wisconsin Ave. Ste. 750
Milwaukee, WI 53203

EXHIBIT I

Milwaukee County Department on Aging

Descriptions of Proposed Programs and Services

Funding Period 1/1/2020 to 12/31/2020

1.0 General Program Information

1.01 Program Title or Type of Service to be Provided: Benefit Specialist/Legal Services

1.02 Agency Name Legal Action of Wisconsin, Inc.

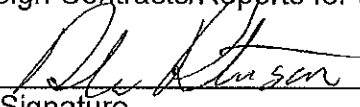
1.03 Address of Primary Office: 230 West Wells Street
Milwaukee, WI 53203

1.04 Phone Number (414)278-7722 Fax # (414)278-7156

1.05 Office Hours 8 am to 5 pm Monday to Friday E-Mail law@legalaction.org

1.06 Official(s) Authorized by the Board of Directors to Sign Contracts/Reports for the Agency

Deedee Peterson, Executive Director
Name, Title


Signature

Tanya Stamps, Chief Financial Officer
Name, Title


Signature

1.07 Staff Contact for the Program

Name, Title Matthew Hayes, Project Director Fax # (414) 278-5853

Phone Number (414)278-7722 ext. 3048 Email MVH@legalaction.org

1.08 Type of Agency (please check those that apply)

Public _____ Non-profit X Proprietary _____

Minority (owned, directed, or predominantly staffed by minority groups) _____

1.09 Federal ID No. 39-1077192 State Tax Exempt No. ES12661

1.10 Type of Request: New _____ Continuation X

1.11 Amount of Department on Aging Request: \$ 405,088
(See Attachment A)

1.12 Total Agency Budget: \$ 11,689,743

1.13 Proposed Cost Per Unit of Service: \$ 58.43

1.14 Proposed Units to be Provided: 6,933 units of service

Contract Period 01/01/2020 to 12/31/2020

Attachment A to Exhibit 1

BUDGET	<u>2019</u> <u>Funding</u>	<u>2020</u> <u>Funding</u>	<u>2021</u> <u>Funding</u>	<u>TOTAL</u> <u>FUNDING</u>	<u>Advocate</u> <u>FTE's</u>	<u>Serv.</u> <u>Units/Hr</u>	<u>Cost/Unit</u>
Title IIIb 2020		\$155,946		\$155,946	1.33	2,426	
SBSC 2020		\$103,654		\$103,654	0.92	1,676	
SBSC-AAA 2020		\$23,090		\$23,090	0.29	523	
MIPPA 2020		\$19,000		\$19,000	0.24	429	
SHIP 19-20 4/1/2019-3/31/2020	\$37,000	\$18,487		\$55,487	0.37	676	
SHIP 20-21 4/1/2020-3/31/2021		\$37,000	\$19,786	\$56,786	0.24	429	
Milw Cnty OCI MMA 18-19 7/1/2019-6/30/2020	\$23,956	\$23,955		\$47,911	0.24	438	
Milw Cnty OCI MMA 19-20 7/1/2020-6/30/2021		\$23,956	\$25,450	\$49,406	0.19	337	
Total MCDOA Allocation	\$60,956	\$405,088	\$45,236	\$511,280	3.81	6,933	\$58.43
GWAAR Title IIIb 2020		\$53,017		\$53,017	0.54	980	
GWAAR SPAP 18-19 7/1/2019-6/30/2020	\$9,883	\$9,883		\$19,766	0.11	196	
GWAAR SPAP 19-20 7/1/2020-6/30/2021		\$9,883	\$9,883	\$19,766	0.11	196	
GWAAR Model Approach 18-19 10/1/2019-9/30/202	\$16,500	\$0		\$16,500	0.00	0	
Other Funding (Match)		\$35,533		\$35,533	0.31	556	
Grand Total Services to Program Clients	\$87,339	\$513,404	\$55,119	\$655,862	4.87	8,861	\$57.94

FOOTNOTES:

PROGRAM SUMMARY

2.0 Program Summary

The program summary describes the unified SeniorLAW Project (hereafter "SeniorLAW" or "Project") supported by Title IIIB, State of Wisconsin Benefit Specialist Program (SBSC), State Health Insurance Grant Program (SHIP), the Medicare Improvements for Patients & Providers Act (MIPPA), and State OCI funding. SeniorLAW is a separate unit of Legal Action of Wisconsin, Inc. and is dedicated to providing free legal services and benefits counseling to individuals age 60 and over.

For ease of reference, we have reprinted the main sections of the RFP Application Format and 2020 Program/Service Delivery Guidelines to which our narrative is referring.

NARRATIVE

1. Mission and Goals

- 1.A. *Provide a brief outline of your agency's official mission statement and goals. Include a description of your agency's overall purpose, its primary target population and the desired outcomes for your clients.***

Legal Action of Wisconsin helps low-income people achieve justice by providing creative, effective, high-quality legal services. We strive for active client and community participation in carrying out our mission.

SeniorLAW, a unit within Legal Action of Wisconsin, specifically provides legal services to clients who are sixty and older, with special emphasis on low-income, at-risk and vulnerable seniors. SeniorLAW's overall goal is to solve Milwaukee County's older adults' legal problems by disseminating accurate information and by providing quality legal advocacy, counseling, education, and referral services. Our desired outcome is to secure and retain older adults' benefits and legal rights in a manner that promotes the older person's dignity and autonomy.

2. Service Delivery Plan

- 2.A. *Describe how your agency intends to provide the proposed program or service. (See the Program Service Guidelines or Specifications for the program or service that you are applying to provide). Address here any special requirements asked for in the Program Service Guidelines/Specifications that are not asked for in the subsequent sections of the narrative.***

SeniorLAW will help Milwaukee County's older adults understand, assert, obtain and retain their rights, benefits, and entitlements and will promote and preserve their autonomy, dignity, independence and financial security. To do so, we will provide a full range of legal services -- from information and referral to full representation and litigation -- using both attorneys and paralegals (benefit specialists) under the attorneys' supervision. We focus our legal services on problem-solving, complaint resolution, and client representation.

While SeniorLAW's primary focus is direct legal services, we will also provide community education programs and materials through presentations, workshops, community events, and radio or television shows. Educating the community about important legal topics serves a two-fold purpose: it reduces hardships endured by those who do not seek help and it helps older people identify legal problems early. Often, the earlier we can intervene, the more we can limit the legal problem's impact and scope.

Our program will:

1. Prioritize services to older adults who are most vulnerable (the socially and economically needy and minority groups);
2. Consult with the Department on Aging to jointly develop outreach, community education, and service plans to reach this target population;
3. Provide accessible services (including accommodations for language, physical, and other barriers) throughout the Milwaukee County planning and service area;
4. Maximize other resources to expand our services, including case referrals to volunteer lawyers, where appropriate.

Surveys of client needs have found that our target populations; socially and economically needy older adults and minority older adults, have unique legal problems. We will give highest priority to these unique legal issues, including:

1. HEALTH INSURANCE AND ACCESS
Medical Assistance, Categorically Needy
Medical Assistance, Deductible
Medical Assistance, Disability
Medical Assistance, QMB, SLMB, SLMB+
Medical Assistance, Spousal Impoverishment
Medical Assistance, Prior Authorization for Services
Medical Assistance, Lien/Estate Recovery

Medicare Part A
Medicare Part B
Medicare Part C (Medicare Advantage)
Medicare Part D
BadgerCare For Childless Adults
SeniorCare
Affordable Care Act Marketplace
Long Term Care Insurance Disputes and Appeals—Not Purchase
Medicare Supplement Disputes and Appeals--Not Purchase
Other Health Insurance—includes employer-based retiree coverage--
Disputes and Appeals-Not Purchase;
Medical Debt Remediation
Prescription Drug Assistance Programs (Where other assistance is not
available)

2. INCOME SUPPORT:

FoodShare
Social Security Title II/Railroad Retirement
Social Security Disability (Title II)—Consistent with policy on fee-generating
cases
SSI (Title XVI)
SSI Disability (Title XVI)
SSI-E
Universal Service Fund

3. COMMUNITY-BASED SERVICES:

Family Care
PACE
Partnership
IRIS

4. HOUSING/UTILITIES:

Evictions from Rental Housing
Homestead Tax Credit Disputes/Appeals--Not Applications
Low Income Energy Assistance Disputes/Appeals -- Not Applications
Low-Income Subsidy (LIS)
Property Tax Deferral Program
Subsidized Housing Access
Weatherization Program Disputes/Appeals--Not Applications

5. CONSUMER:

Debt Collection Practices
Unfair Sales Practices/Consumer Fraud/Scams

6. SURROGATE DECISION-MAKING:
Durable Power of Attorney - Health Care
Living Wills (Education)
Money Management (Rep. Payee, PoA, etc.)

7. BENEFIT CHECK UP

We will provide services for issues not listed above if a client's problem fits within our program's overall purpose.

Implementation of specific service delivery guidelines

The following section describes SeniorLAW's plans to meet the special requirements which are described in Section VI, the "2020 Department on Aging Program / Service Guidelines" for the Benefit Specialist / Legal Assistance Program. The numbers below refer to those numbered Service Delivery Guidelines contained in Section VI.

A. Service Delivery Guidelines (Hereafter "SDG")

SDG A.1. Program Activities and Requirements – OAA Legal Services

SDG A.1.a. Applicants must clearly demonstrate how their proposed program will provide legal services/ to adults 60 years of age or older in economic or social need in Milwaukee County and will give priority to legal assistance related to income, health care, long-term care, public benefits, institutionalization and alternatives to institutionalization, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

SeniorLAW has been providing legal services to adults age 60 plus since 1983. The program has focused legal services on older adults in economic or social need by establishing relationships with a variety of community partners who refer potential clients to the program. SeniorLAW offers intake services by telephone from 8:30 a.m. to 4:00 p.m. Monday through Friday as well as walk-in intake at 230 West Wells Street, on Tuesdays from 9:00 a.m. to Noon, and Thursdays from 1:00 p.m. to 4:00 p.m. Community partnerships ensure that a steady flow of low-income, vulnerable older adults contact SeniorLAW every day. SeniorLAW has consistently opened up between 1200 and 1500 cases per year. Between June of 2018 and June of 2019 37.7% of SeniorLAW's clients had income below 100% of the Federal Poverty Level with a total of 62.4% of clients below

150% of the Federal Poverty Level. This shows the success that SeniorLAW has had in reaching the most vulnerable low-income seniors in Milwaukee County.

SeniorLAW's legal services are provided by highly skilled and trained attorneys dedicated to serving vulnerable seniors. SeniorLAW attorneys have successfully represented clients in thousands of individual eviction, elder abuse, Rent Assistance, FamilyCare, Medicare, Medicaid, and FoodShare cases in both administrative and judicial proceedings over the years.

SeniorLAW attorneys prioritize legal assistance related to income, health care, long-term care, public benefits, institutionalization and alternatives to institutionalization, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

Legal Action also operates the state's largest and most extensive volunteer lawyer's network (the Volunteer Lawyers Project or VLP.) The VLP maintains a panel of attorneys willing to handle cases on a *pro bono* basis for eligible clients. The VLP works with the State Bar of Wisconsin, the Milwaukee Bar Association, the Women Lawyers Association, the African-American Bar Association, the Milwaukee Young Lawyers Association, and the Hispanic Lawyers Association to recruit volunteers, to expand client services, and to develop specialized projects to solve client groups' unique legal needs. VLP provides free training and malpractice insurance to volunteer attorneys, making it an attractive vehicle for private lawyers to volunteer.

If a client needs legal help beyond SeniorLAW's resources or abilities, we will make direct VLP referrals. This direct referral relationship ensures that clients do not have to complete a second intake process or return for a second visit.

SDG A.1.b. Applicants must demonstrate their staff have expertise to provide legal counsel and representation in areas of the law affecting older persons in economic or social need, including those areas of the law specified in A(1)(a) above. Applicant must demonstrate a plan for continuing legal education in these areas of elder law. If an applicant does not have staff with expertise in these areas of law, provide a plan for how a qualifying client may obtain representation in such matters, or how existing staff will receive the necessary legal education to develop such expertise.

SeniorLAW attorneys have successfully represented clients in thousands of individual eviction, elder abuse, Rent Assistance, FamilyCare, Medicare, Medicaid, and FoodShare cases in both administrative and judicial proceedings over the years. SeniorLAW attorneys prioritize legal assistance related to income, health care, long-term care, public benefits, institutionalization and alternatives to institutionalization, nutrition, housing,

utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination.

Much of our work is focused on resolving benefit issues at the administrative level, and eviction and consumer cases in Small Claims court. In appropriate cases, we represent clients in judicial appeals, especially when the impact on the client or on the senior community is great.

SeniorLAW's Project Director has 18 years' experience as an attorney and the two SeniorLAW staff attorneys have 13 and 2 years of experience respectively. Legal Action staff attorneys are active members of the State Bar of Wisconsin's Elder Law, and Public Interest Law Sections, and the Milwaukee Bar Association. Attorneys continuously receive external, certified continuing legal education and training.

Milwaukee office's size; with 33 attorneys and 10 paralegals, and experience; 18 lawyers and 9 paralegals with more than 10 years' experience, provides tremendous capacity to deal with unique and complex issues. SeniorLAW attorneys and paralegals regularly call on this expertise so that clients receive the best representation possible.

SDG A.1.c. Applicants must provide assurance that any legal services provided by staff will be provided under the supervision of an attorney actively licensed and in good standing to practice law in the State of Wisconsin. (2.0 Program Summary)

All legal services provided by Legal Action staff are provided under the supervision of an attorney licensed and in good standing to practice law in the State of Wisconsin.

SDG A.1.d. Applicants must demonstrate that they have in place a system to maintain compliance with Wisconsin's Rules of Professional Conduct for Attorneys, specifically including a method to identify and resolve any conflicts of interest, maintain the confidentiality of client records, protect the attorney-client privilege, and provide diligent and competent representation, including to persons with diminished capacity.

SeniorLAW has in place systems to ensure compliance with the Rules of Professional Conduct for Attorneys. Legal Action has implemented a new attorney performance standards and review process which provides guidance to attorneys with regard to case handling procedures, conflicts of interest, confidentiality, attorney-client privilege and competent representation. These policies also allow supervisors to evaluate attorney performance and compliance with the Rules of Professional Conduct.

The Legal Action client database includes checklists that refer to the need for a variety of client service forms required by the Rules of Professional Conduct. With regard to conflicts of interest, SeniorLAW staff use the LAW database to check conflicts for all callers and interested parties. All potential conflicts are reviewed by an attorney to determine whether a conflict of interest exists.

LAW has a records maintenance policy and maintains confidential files and has processes in place to ensure confidentiality, file maintenance and storage.

SeniorLAW places special emphasis on providing diligent and competent representation to individuals with diminished capacity and trains all staff to work with clients with diminished capacity and understand related Power of Attorney and Guardianship issues.

SDG A.1.e. Applicants must clearly demonstrate how they will deliver services to older adults who are institutionalized, isolated or homebound.

When a client is home-bound or resides in an institution, SeniorLAW's benefit specialists and attorneys will provide services through in-person visits. These clients may be homebound or may reside in nursing homes, hospitals, medical and mental health institutions, CBRFs, and similar settings. Staff will meet with clients in these locations as necessary and will handle those cases as they would any other case.

SDG A.1.f. Applicants must clearly demonstrate how they will secure sources of funding to maintain the Benefit Specialist/Legal Services Program in addition to Department on Aging support. (2.0 Program Summary)

SeniorLAW has made efforts to increase its ability to serve elderly individuals through applications for funding from sources other than the providers of this contract. Since 2002, SeniorLAW has received a Department of Justice Victims of Crime Act ("VOCA") grant to help Milwaukee County elder abuse victims solve their civil legal problems. This project is extremely successful, helping financial, physical and emotional abuse victims pursue legal remedies against their abusers. Since VOCA funding began, the attorneys working on the VOCA project have returned well over \$4.23 million in money and property to elderly financial abuse victims and has ended abusive situations by revoking powers of attorney documents or strongly advising abusers to stop the abuse. In addition, emphasis in the VOCA project is placed on protecting physically abused seniors through protective orders against their abusers. Since 2016, the State of Wisconsin has substantially increased VOCA funding and Legal Action's Milwaukee Office now has five attorney positions supported by VOCA funding. In light of this new funding, the VOCA project has changed its name to the Elder Rights Project (ERP).

SeniorLAW has worked with the State of Wisconsin to secure a Model Approaches to Statewide Legal Assistance Systems grant from the Administration for Community Living and is working with the State and other partners to determine the best use of these funds. This may result in funding for SeniorLAW that would help increase the availability of legal services in Milwaukee County as well as statewide.

SeniorLAW continues to participate in the effort to increase benefit specialist funding, and we hope that this will increase the resources available to Milwaukee seniors. Stagnation of Benefit Specialist funding makes it increasingly difficult to meet its entire obligation to Milwaukee seniors.

In 2019, SeniorLAW submitted grant proposals to the ACL and the Bader Foundation. Unfortunately, neither proposal was successful. However, SeniorLAW will continue to seek other additional funding opportunities that would complement the County's funding and would expand the level and amount of services it can provide.

SDG A.1.g. Applicants must demonstrate how they will carry out the activities necessary to administer and maintain their proposed program including a system for maintaining client files, obtaining representation, consent, and client grievance documentation and conducting regularly scheduled file and case reviews. (2.0 Program Summary)

SeniorLAW maintains client files in accordance with Wisconsin Department of Health Services, Bureau on Aging and Long-Term Care and Wisconsin Rules of Professional Responsibility requirements. In addition, all Legal Action staff (including SeniorLAW) use a sophisticated, legal services-specialized client database and time keeping software program (Kemps SQL). This program is fully integrated into our accounting system. It accurately and efficiently tracks client services and grant expenditures and produces monthly reports for numerous grants and contracts. Using cost center accounting this system makes it possible for us to provide fiscal reports that reflect each funding source's expenditures and client services.

Kemps SQL contains fields comparable to the Form DSL-788 Information Only Log Sheet and we make an entry in this field if a client requires information and/or referral only.

If the particular client requires more than basic information and referral, we create an open case file. Also, our client management data base contains fields comparable to Form DSL-790 Legal Assistance/Benefit Specialist Case Report and we enter client data in those fields, including general client background information, the client's issue, the service type, and the case outcome.

The client case file also includes all other records pertaining to the client's representation and services. Once a case is closed, the file is transferred from the benefit specialist's working file to secured central storage. In addition, we generate monthly and quarterly service reports from the database. We report direct service in total units of service on casework, rather than units of service per case.

SeniorLAW maintains all client files and information in strict confidentiality, in accordance with the 1964 Older Americans Act, as amended, Chapter 9 of the Wisconsin Aging Network Manual of Policies, Procedures, & Technical Assistance, Fall 2004, and the Wisconsin Rules of Professional Responsibility, which are applicable to attorneys practicing in the State of Wisconsin.

Appendix 9 is Legal Action's client grievance procedure.

SDG A.1.h. Applicants must clearly demonstrate how they plan to coordinate legal services to older adults with other legal resources in the community, including the private bar. (2.0 Program Summary)

SeniorLAW goes beyond coordination; instead, we fully integrate senior's legal services into Wisconsin's "other legal resources" (Legal Action being Wisconsin's biggest "other legal resource") by including SeniorLAW within Legal Action. Legal Action operates the state's largest and most extensive volunteer lawyer's network (the Volunteer Lawyers Project or VLP.) The VLP maintains a panel of attorneys willing to handle cases on a *pro bono* basis for eligible clients. The VLP works with the State Bar of Wisconsin, the Milwaukee Bar Association, the Women Lawyers Association, the African-American Bar Association, the Milwaukee Young Lawyers Association, and the Hispanic Lawyers Association to recruit volunteers, to expand client services, and to develop specialized projects to solve client groups' unique legal needs. VLP provides free training and malpractice insurance to volunteer attorneys, making it an attractive vehicle for private lawyers to volunteer.

If a client needs legal help beyond SeniorLAW's resources or abilities, we will make direct VLP referrals. This direct referral relationship ensures that clients do not have to complete a second intake process or return for a second visit.

Specifically, for 2020, SeniorLAW will:

Ensure that VLP provides services to 40 seniors living in Milwaukee County.

Provide elder law Continuing Legal Education (CLE) training at the annual VLP training.

When a client is not eligible for the VLP (because they are over income or the legal issue is outside the VLP's scope,) we will help the senior contact the Milwaukee Bar Association's Lawyer Referral Service. Legal Action's other offices in Racine, Oshkosh, Green Bay, Madison, and La Crosse further facilitate communication and resources when a client needs help in other parts of the state. SeniorLAW staff also make appropriate referrals to the Benefit Specialists in portions of the State that are not supervised by our office.

SDG A.1.j. Applicants must indicate how they intend to provide legal services to older adults who are non-English speaking and/or sensory impaired and specifically demonstrate the capacity to provide legal assistance to older adults whose primary language is Spanish. (2.0 Program Summary)

As of May 2019, Legal Action has 24 bilingual employees in its Milwaukee office, 12 of whom can translate spoken and written communications into Spanish. In addition to Spanish, employees can speak Russian, Ukrainian, French, German, Italian, Yoruba, Tagalog and Norwegian. SeniorLAW also has made efforts to hire staff that speak other languages and does consider language ability as a positive factor in hiring decisions. As positions open, SeniorLAW will continue to seek to employ persons that speak additional or multiple languages. As we described above, Legal Action also has a standing contract with Language Line Services to provide translation services for over 240 languages via the telephone, on an as needed basis. We use interpreters for hearing-impaired persons through the Wisconsin Office of Hearing Impaired or an interpreter preferred by the client. Telephone access for clients who are deaf, hearing- or speech-impaired is also available through the Wisconsin Telecommunication Relay System. We also make service arrangements upon request for vision-impaired clients. SeniorLAW's basic client information handouts, including the client grievance procedures, retainer agreements, the equal opportunity policy and many other handouts, can be prepared in large print and Braille, upon request. We have translated our key forms into Spanish and Hmong to meet the Limited English Proficiency requirements and to help client access.

We publicize this language accessibility via posters and in brochures. For instance, if a non-English speaking or non-Spanish speaking person is seeking services in our office, our language poster says "I speak this language" in 34 different languages. The client simply points to their language, we call the translation service, and the translation service provides a translator for us to communicate with the client. If a non-English speaking or non-Spanish speaking person is seeking services over the phone, we can connect directly to the translation service.

SDG A.1.k. Applicants must clearly demonstrate a willingness to perform

other activities that may be mutually agreed upon and included in the Department on Aging contract. (2.0 Program Summary)

SeniorLAW will work with the MDOA and others to advance Milwaukee County seniors' interests. We will work with MDOA on identifiable and unexpected future projects that may require temporary reallocation of effort in order to advance these interests. To the extent possible, MDOA and SeniorLAW will work to identify these projects in advance so that an orderly implementation can occur.

SDG A.1.I. Applicants must demonstrate the ability to provide:

- i. Effective administrative and judicial representation in both state and federal venues;***
- ii. Support to other advocacy efforts, including attendance at Commission on Aging Advocacy Committee meetings***
- iii. Coordination of legal advocacy efforts with the Board on Aging and Long-Term Care, the Elder Abuse unit of the Milwaukee County Department on Aging, and the Milwaukee County Area Agency on Aging as appropriate. (2.0 Program Summary)***

1. Effective Administrative and Judicial Representation

SeniorLAW attorneys and Benefit Specialists have successfully represented clients in thousands of individual eviction, elder abuse, Rent Assistance, FamilyCare, Medicare, Medicaid, and FoodShare cases in both administrative and judicial proceedings over the years. For instance, in the first nine months of 2019 SeniorLAW has opened 815 cases for direct representation of unduplicated clients, provided information and/or referral to another 374 clients, and has provided help to 43 clients more than once. Over the last sixteen- and one-half years, SeniorLAW benefit specialists and attorneys have secured over \$18,604,271 in monetary benefits for our clients.

Much of our work is focused on resolving benefit issues at the administrative level, and eviction and consumer cases in Small Claims court. In appropriate cases, we represent clients in judicial appeals, especially when the impact on the client or on the senior community is great.

SeniorLAW's Project Director has 18 years' experience as an attorney and the two SeniorLAW staff attorneys have 13 and 2 years of experience respectively. Legal Action

staff attorneys are active members of the State Bar of Wisconsin's Elder Law, and Public Interest Law Sections, and the Milwaukee Bar Association. Attorneys continuously receive external, certified continuing legal education and training.

Our benefit specialists are active members of the Benefit Specialist Association of Wisconsin. Attorneys continuously receive external, certified continuing legal education and training. Since 1981, SeniorLAW has also been providing supervising attorney services to benefit specialists outside of Milwaukee County through funding provided by the Greater Wisconsin Agency on Aging Resources.

Legal Action is the largest not-for-profit law firm in Wisconsin with six offices covering 39 counties, and a total of 73 attorneys and 17 paralegals. Milwaukee office's size; with 33 attorneys and 10 paralegals, and experience; 18 lawyers and 9 paralegals with more than 10 years' experience, provides tremendous capacity to deal with unique and complex issues. SeniorLAW attorneys and paralegals regularly call on this expertise so that clients receive the best representation possible.

2.Support Other Advocacy Efforts Including Advocacy Committee Meeting Attendance

SeniorLAW has an extensive history of going beyond individual representation and supporting coordinated advocacy efforts. SeniorLAW is an active member of the Aging Consortium and the Commission on Aging's Advocacy Committee. A SeniorLAW staff member will continue to attend Commission on Aging Advocacy Committee meetings and, SeniorLAW staff will provide the Committee with information on seniors' legal issues, as LSC regulations allow (Appendix 11.)

The Elder Rights Project (ERP) also provides an ongoing example of our coordinated advocacy. This project helps elder abuse victims solve their civil legal problems. The ERP Project attorneys work very closely with the MDOA Elder Abuse unit to help elder abuse victims.

We also support others' advocacy efforts by training private attorneys and other senior-serving organizations' advocates. In the fall of 2019, for instance, we will offer our annual SHIP training for community professionals. SeniorLAW has provided this training since 1994. In November 2019, as part of our volunteer lawyer recruitment and training, we will provide our annual training for private lawyers. SeniorLAW has provided this training for the past 20 years. We also provide substantive, topic-specific training for other advocates, when the need arises.

While it is impossible to predict all upcoming advocacy needs, SeniorLAW will continue to provide support to advocacy efforts as needs arise and as appropriate.

3. Coordination of legal advocacy efforts with the Board on Aging and Long-Term Care, the Elder Abuse unit of the Milwaukee County Department on Aging, and the Milwaukee County Area Agency on Aging as appropriate. (2.0 Program Summary)

SeniorLAW will maintain contact with other Department on Aging and Aging Network programs and services and will exchange referrals and ensure coordinated advocacy for clients requiring multi-agency assistance. These agencies and programs include The Aging Resource Center, the Board of Aging and Long-Term Care, AARP, Social Development Commission, Aurora Family Service of Milwaukee, and others.

The Elder Rights Project (ERP) also provides an ongoing example of our coordinated advocacy. This project helps elder abuse victims solve their civil legal problems. The ERP Project attorneys work very closely with the MDOA Elder Abuse unit to help elder abuse victims.

SDG A.1.m. Applicant must demonstrate that they will comply with the restrictions and regulations of the Legal Services Corporation Act (other than restrictions and regulations governing eligibility for legal assistance under such Act and governing membership of local governing boards). (2.0 Program Summary)

Because Legal Action is the LSC-funded Legal Services Provider for the Milwaukee area, it must and does comply with the LSC Restrictions.

SDG A.1.n. The applicant must agree, if not a Legal Services Corporation project grantee, to coordinate its services with the existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds to provide services to older people with social and economic need as specified in the Older Americans Act. (2.0 Program Summary)

Legal Action is the Legal Services Corporation (LSC) provider in Wisconsin's southern 39 counties, stretching from Green Bay in the north, La Crosse in the west and the Illinois border on the south and this assures close coordination of Older Americans Act and LSC services. SeniorLAW staff actively participates in, coordinates services and referrals, and integrates seniors' legal services into Legal Action's day-to-day operations via staff meetings, training, management meetings, and management committees.

SDG A.1.o. Applicant must provide assurance that legal assistance services provided do not supplant existing legal services efforts. (2.0

Program Summary)

Other Legal Action attorneys represent persons over 60 in their areas such as housing and family law. They will continue to do so, and the SeniorLAW legal services will not supplant those efforts in 2020.

SDG A.1.p. Applicant must provide assurance that as provider it will not engage in other legal activities, which interfere with the provider's responsibilities under the Older Americans Act. (2.0 Program Summary)

SeniorLAW assures Milwaukee County Department on Aging that the legal assistance/benefit specialist program will not engage in activities that interfere with its responsibilities under the OAA.

SDG A.1.t. The applicant will, where feasible and appropriate, make arrangements for the availability of services in weather related emergencies. (2.0 Program Summary)

SeniorLAW has developed an emergency plan for maintaining the provision of services to older adults in the event of emergency. A copy of the 2020 emergency plan is attached to this proposal as Appendix 14. As requested by the Department, SeniorLAW will participate in the development and implementation of the coordinated emergency preparedness plan.

SDG A.1.u. The applicant with the consent of the older person or his representative will bring to the attention of appropriate officials, conditions that place the older person in danger. (2.0 Program Summary)

Notification to appropriate officials will be done only with the consent of the older person and in compliance with the Code of Professional Responsibility for Attorneys, Supreme Court Rules Chapter 20. Appropriate officials would include law enforcement personnel, medical personnel, the Elder Abuse Reporting Service, and any other official able to intervene in a meaningful way.

SDG A.1.v. Applicants must clearly describe their emergency plan for maintaining the provision of services to older adults through this program in the event of emergency. (2.0 Program Summary)

SeniorLAW has developed an emergency plan for maintaining the provision of services to older adults in the event of emergency. A copy of the 2020 emergency plan is attached to this proposal as Appendix 14. As requested by the Department, SeniorLAW will participate in the development and implementation of the coordinated emergency preparedness plan.

SDG A.1.w. The applicant will meet all existing State and local licensing, health, and safety requirements for services provided under this program. (2.0 Program Summary)

All SeniorLAW attorneys will be licensed to practice law in Wisconsin and all paralegals will be under the supervision of licensed attorneys.

SDG A.1.z. The applicant will provide the Department on Aging Information and Assistance Unit with enough brochures to include one in all mailings of that unit. (2.0 Program Summary)

We will continue to provide brochures to the Department on Aging Information and Assistance Unit to include in its caller/client mailings. This brochure advises callers of SeniorLAW's services.

SDG A.1.aa. The applicant should develop a plan to utilize the health industry in outreach efforts. (2.0 Program Summary)

SeniorLAW has strengthened our working relationship with major parts of this service system, including Froedtert, Aurora, Wheaton Franciscan and Columbia/St. Mary health systems by providing presentations and trainings as requested. In the coming year we will use our community training efforts, described elsewhere in this proposal, to help assure that these segments of the senior service system have an improved understanding of benefit issues and problems, and how to refer seniors to SeniorLAW.

SDG A. 2. Program Activities and Requirements-Elder Benefits Specialist Services

SDG A.2.a. Applicants must clearly demonstrate how their proposed program will provide Elderly Benefit Specialist Services to older adults in economic or social need in Milwaukee County and will give priority to legal assistance related to income maintenance, food security, Medicaid and Medicaid related programs, health, mental health, and long term supportive services, Social Security and related programs including SSI, Medicare & Medicare related programs, SeniorCare, veteran's benefits and other federal benefits such as Railroad Retirement, etc., health and long term care insurance, housing, utilities/ Universal Services Fund, state low-income and property tax credits & deferrals, and other financial and consumer concerns.

SeniorLAW will utilize two paralegal EBS and one attorney position to provide EBS services to older adults in economic or social need in Milwaukee County and will give priority to legal assistance related to income maintenance, food security, Medicaid and Medicaid related programs, health, mental health, and long term supportive services, Social Security and related programs including SSI, Medicare & Medicare related programs, SeniorCare, veteran's benefits and other federal benefits such as Railroad Retirement, etc., health and long term care insurance, housing, utilities/ Universal Services Fund, state low-income and property tax credits & deferrals, and other financial and consumer concerns.

The program has focused EBS services on older adults in economic or social need by establishing relationships with a variety of community partners who refer potential clients to the program. SeniorLAW offers intake services by telephone from 8:30 a.m. to 4:00 p.m. Monday through Friday as well as walk-in intake at 230 West Wells Street, on Tuesdays from 9:00 a.m. to Noon, and Thursdays from 1:00 p.m. to 4:00 p.m. Community partnerships ensure that a steady flow of low-income, vulnerable older adults contact SeniorLAW every day.

SeniorLAW has consistently opened up between 1200 and 1500 cases per year. Between June of 2018 and June of 2019 37.7% of SeniorLAW's clients had income below 100% of the Federal Poverty Level with a total of 62.4% of clients below 150% of the Federal Poverty Level. This shows the success that SeniorLAW has had in reaching the most vulnerable low-income seniors in Milwaukee County.

The 2016 American Community Survey (ACS) conducted by the U.S. Census found that about 12% of Milwaukee County elderly residents (65+ years of age) to be living at or below the federal poverty level. BALTCR guidelines define "low-income" at 100% of the federal poverty level. From June 2018-June 2019, 37.7% of SeniorLAW clients met this definition. This figure is significantly greater than the 12% of Milwaukee County Adults living at or below poverty level.

SeniorLAW also makes a major effort to serve elderly persons who are African-American, Hispanic, Asian, Native American or who are members of other minority groups. We continue to serve a significantly greater elderly minority percentage than the total elderly population's minority percentage (which was about 27% in the 2010 Census of Population and Housing.) During the first nine months of 2019, 46% of our clients were minority, of clients where we know minority status. The significant minority service level reflects the SeniorLAW's successful planned outreach and minority elderly community targeting.

SDG A.2.c. Applicants must provide assurance that sufficient professional staff are available/dedicated to providing elderly benefits services and that any legal services provided by staff will be provided under the supervision of an attorney actively licensed and in good standing to practice law in the State of Wisconsin. (2.0 Program Summary)

SeniorLAW has sufficient professional staff available/dedicated to providing elderly benefits services and all legal services provided by staff are provided under the supervision of an attorney actively licensed and in good standing to practice law in the State of Wisconsin.

- i. Applicants must provide a plan to identify and escalate legal issues requiring legal representation by an attorney, including cases involving the denial, reduction, or termination of any benefit, or representation in hearings or appeals.**

All cases that come in through SeniorLAW's intake system are discussed at weekly case review meetings. At this time, cases that may require attorney involvement are transferred to an attorney. EBS are also trained to spot cases that need attorney involvement and are trained to present such cases to an attorney in between weekly meetings if necessary, to meet a deadline.

The Project Director also periodically reviews cases to ensure that cases are handled by the appropriate advocate based on the issue involved.

- ii. Applicants must provide assurance that as provider it will conform to the Statewide Standards for Wisconsin's Legal Assistance/Benefit Specialist Program. (2.0 Program Summary)**

SeniorLAW will conform to the Statewide Standards for Wisconsin's Legal Assistance/Benefit Specialist Program.

- iii. Applicants must demonstrate how they will carry out the activities necessary to administer and maintain their proposed program including a system for maintaining client files, obtaining representation, consent, and client grievance documentation and conducting regularly scheduled file and case reviews. (2.0 Program Summary)**

SeniorLAW maintains client files in accordance with Wisconsin Department of Health Services, Bureau on Aging and Long-Term Care and Wisconsin Rules of Professional

Responsibility requirements. In addition, all Legal Action staff (including SeniorLAW) use a sophisticated, legal services-specialized client database and time keeping software program (Kemps SQL). This program is fully integrated into our accounting system. It accurately and efficiently tracks client services and grant expenditures and produces monthly reports for numerous grants and contracts. Using cost center accounting this system makes it possible for us to provide fiscal reports that reflect each funding source's expenditures and client services.

Outside of SHIP/MIPPA related information and assistance, if a client requires more than basic information and referral, we create an open case file. Also, our client management data base contains fields comparable to Form DSL-790 Legal Assistance/Benefit Specialist Case Report and we enter client data in those fields, including general client background information, the client's issue, the service type, and the case outcome.

The client case file also includes all other records pertaining to the client's representation and services. Once a case is closed, the file is transferred from the benefit specialist's working file to secured central storage. In addition, we generate monthly and quarterly service reports from the database. We report direct service in total units of service on casework, rather than units of service per case.

SeniorLAW maintains all client files and information in strict confidentiality, in accordance with the 1964 Older Americans Act, as amended, Chapter 9 of the Wisconsin Aging Network Manual of Policies, Procedures, & Technical Assistance, Fall 2004, and the Wisconsin Rules of Professional Responsibility, which are applicable to attorneys practicing in the State of Wisconsin.

Appendix 9 is Legal Action's client grievance procedure.

- iv. ***Applicants must clearly demonstrate how they will provide training and education programs to both older adults to staff of community agencies in the areas of legal, benefit, financial, and other concerns of older adults. (2.0 Program Summary)***

Training and education to older adults

We will conduct multi-faceted education and training to older adults. This education and training will teach older adults about all available benefits, benefit program participation requirements, and SeniorLAW's services. This education and training will include:

1. Informational Presentations to older adults.
SeniorLAW will provide presentations to older adults with specific focus on Medicare and Medicaid as well as any updates to public benefit policy.

2. SeniorFest
SeniorLAW staff will participate in SeniorFest, provided we are able to obtain booth space. We will host a booth, distribute substantive and SeniorLAW information, and answer substantive questions and questions about SeniorLAW services. Event organizers estimate that 2000 seniors attend this event.
3. Community Group Informational Presentations
SeniorLAW staff will make presentations to groups, such as Aurora Family service, the Commission on Aging Advocacy Committee and the Senior Ambassador Program. These presentations will include both substantive information and SeniorLAW service information.
4. Media
SeniorLAW also provides information to the media related to significant cases and issues that affect the elderly, within the limitations of LSC regulations.

Training and education to staff of community organizations:

SeniorLAW will also provide training and technical assistance to other community organizations that are part of Milwaukee County's aging network. We will accomplish this by inviting staff from other agencies to certain legal training sessions that we conduct or arrange, by providing training in areas in which SeniorLAW maintains expertise, and by sharing written materials. We will give priority to training on subjects that fall within SeniorLAW's substantive priorities. For issues that fall outside our priority areas, SeniorLAW staff will refer to other community resources. To help encourage a coordinated community approach, SeniorLAW is available to train agencies that MDOA identifies as needing training or outreach.

Written Educational Materials:

SeniorLAW will access and distribute written materials, prepared by others, that can help older persons understand and protect their legal interests. Examples of material we may provide are: Being a Full Partner (prepared by DHS), Enrolling in Medicare (prepared by CMS), and Durable Power of Attorney for Health Care (prepared by The Wisconsin Guardianship Support Center). In addition, we will distribute our own original material when appropriate.

SeniorLAW Brochure Distribution

During education and training events SeniorLAW distributes brochures that provide information about SeniorLAW services so that seniors and other service providers know how to reach us and know what kinds of problems we can help solve.

- v. ***Applicants must clearly demonstrate how they will carry out outreach and advocacy services, including but not limited to senior centers, nutrition sites, and other community organizations and facilities throughout Milwaukee County. Applicants must also demonstrate a functioning and accessible website. (2.0 Program Summary)***

SeniorLAW will provide outreach and advocacy services at senior centers and at nutrition sites and other community organizations and facilities as needed. These services will be provided by SeniorLAW staff and volunteers.

Our website, www.seniorlaw.org, contains information about our services and ways to access those services. The web site is highly used; from September 2018 to September 2019, the unified Legal Action website received 419,230-page views. Seniorlaw.org is a component of the LegalAction.org website. This website has been online since September of 2010. The website currently includes information on SeniorLAW and how to contact the program. In 2017, Legal Action redesigned the website to make it more mobile device friendly.

- vi. ***The applicant will describe efforts to arrange regular opportunities for communication and information exchange with the Information and Assistance staff of the Department on Aging. (2.0 Program Summary)***

Fostering a closer working relationship with I & A is important to SeniorLAW as it works to provide the best legal services for seniors. SeniorLAW will continue its efforts to enhance communication and information exchange with MDOA's I & A staff through meetings as appropriate. We will share training and information with I & A and will continue to print an insert for I & A to include in its mailings. This insert advises callers of SeniorLAW's services. Additionally, between meetings, SeniorLAW and I & A staff will communicate by phone, email, or meetings to discuss emerging issues. SeniorLAW and MDOA understand that this cooperation is a joint effort. SeniorLAW and I&A will share responsibility for coordinating these meetings, setting agendas, sharing information, and planning coordinated efforts.

SDG A. 3. Program Activities and Requirements – Medicare Outreach, Counseling & Assistance

SDG A. 3. a. Applicants must demonstrate how they will provide information, counseling and assistance that will help Medicare beneficiaries to understand and access Medicare and related program benefits.

SeniorLAW provides information, counseling and assistance to Medicare beneficiaries primarily through our phone and walk-in intake systems. Through a new system started in 2019, any callers who contact SeniorLAW regarding a Medicare issue receive expediated service from our EBS.

EBS work with Medicare beneficiaries to answer questions, as well as coordinate benefits and help fix claim problems, including appeals of claim denials.

SeniorLAW also provides regular outreach to the community to discuss Medicare issues with a focus on dual eligible individuals and the Medicare Savings Programs, thus ensuring that the most vulnerable beneficiaries receive EBS related assistance.

SDG A. 3. b. Applicants will demonstrate how they will provide one-on-one Medicare counseling services to Milwaukee County residents.

SeniorLAW provides one-on-one information, counseling and assistance to Medicare beneficiaries primarily through our phone and walk-in intake systems. Any callers who contact SeniorLAW regarding a Medicare issue receive expediated service from our EBS. EBS work with Medicare beneficiaries to answer questions, as well as coordinate benefits and help fix claim problems, including appeals of claim denials.

SDG A. 3. c. Applicants will demonstrate how they will receive continuing legal education regarding Medicare law, regulations, and procedures.

SeniorLAW EBS attend bimonthly trainings with GWAAR supervised EBS and receive continuing education on a variety of issues including Medicare law, regulations and procedures. Regular updates are also provided informally by the SeniorLAW Project Director during office hours and during weekly case assignment meetings. EBS are encouraged to attend other trainings provided by experts in Medicare on an as needed basis.

SDG A. 3. d. All SHIP counselors must be registered individually in the national SHIP Tracking and Reporting System (STARS).

All SeniorLAW staff are registered individually in the national SHIP Tracking and Reporting System (STARS).

SDG A. 3. e. Grantees will conduct regular outreach to the public regarding Medicare-related topics, including Medicare enrollment, low-income assistance programs, and preventive services; and advertise the availability of SHIP counseling services at their agency.

SeniorLAW conducts regular outreach to the public regarding Medicare-related topics. Through September 30, 2019, SeniorLAW has participated in 18 outreach activities that involved Medicare topics.

SDG A. 3. f. Applicants must demonstrate how they will develop expertise and provide counseling, advice, eligibility screening, and application and submission assistance regarding Medicare Part D Low Income Subsidy (LIS) or Extra Help, Medicaid, Medicare Savings Program, and Recertification.

SeniorLAW staff have expertise in the areas of Medicare Part D Low Income Subsidy (LIS) or Extra Help, Medicaid, Medicare Savings Program, and Recertification

SDG A. 4. Unacceptable Program Activities

SDG A. 4. a. Activities that are unrelated to carrying out the Department on Aging program contract. (2.0 Program Summary)

SeniorLAW's legal assistance/ benefit specialist program will not engage in activities that are unrelated to carrying out the Department on Aging benefit specialist/legal services program contract

SDG A. 4. b. A legal assistance provider may not require an older person to disclose information about income or resources as a condition for providing legal assistance under this contract. Applicants may request income information for purposes of reporting requirements and to provide appropriate legal advice or assistance.

SeniorLAW does not require an older person to disclose information about income or resources as a condition for providing legal assistance under this contract. SeniorLAW does request income and asset information to provide appropriate services and for referrals to the VLP.

SDG A. 4. c. Applicant must provide assurance that it will not discriminate in the delivery of any services on the basis of race, color, national origin, disability, age, sex or income.

SeniorLAW will not discriminate in the delivery of any services on the basis of race, color, national origin, disability, age, sex or income.

SDG A. 4. d. Applicant must provide assurance that as a provider it will not engage in prohibited political activities, lobbying, or illegal activities. (2.0 Program Summary).

SeniorLAW will not engage in prohibited political activities, lobbying, or illegal activities.

SDG A. 4. e. A legal services provider may not charge clients for legal services or condition services on a promise to contribute to the Benefit Specialist program. The provider may solicit a voluntary contribution from the client in accordance with OAA guidance after the client's case has been resolved and any appeal period has been exhausted.

SeniorLAW will not charge clients for legal services or condition services on a promise to contribute.

SDG A. 4. f. Applicant must provide assurance that as provider it will not provide legal assistance in any fee generating case unless other adequate representation is unavailable or there is an emergency. Other adequate representation is deemed to be unavailable when:

- (i) Recovery of damages is not the principal object of the client; or***
- (ii) A court appoints a provider or an employee of a provider pursuant to a statute or a court rule or practice of equal applicability to all attorneys in the jurisdiction; or***
- (iii) An eligible client is seeking benefits under title II of the Social Security Act, 42 U.S.C. 401, et seq., Federal Old Age, Survivors, and Disability Insurance Benefits; or title XVI of the Social Security Act, 42 U.S.C. 1381, et seq., Supplemental Security Income for Aged, Blind, and Disabled. However, for purposes of the EBS program, all such cases should be reviewed by a supervising attorney and referral to a private attorney is generally expected in this category of cases.***

SeniorLAW will not provide legal assistance in any fee generating case unless other adequate representation is unavailable or there is an emergency.

SDG A. 4. g. Elderly Benefit Specialists may not assist in completing or serving as witnesses for advance directives, which may include living wills,

Powers of Attorney for Finances (POA-F) and Powers of Attorney for Health Care (POA-HC).

SeniorLAW EBS will not assist in completing or serving as witnesses for advance directives, which may include living wills, Powers of Attorney for Finances (POA-F) and Powers of Attorney for Health Care (POA-HC).

SDG A. 4. h. Elderly Benefit Specialists must never render advice on "financial planning" for Medical Assistance, long-term care, or any other program.

SeniorLAW EBS will not render advice on "financial planning" for Medical Assistance, long-term care, or any other program.

SDG A. 4. i. No provider or its employees shall contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum;

SeniorLAW will not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum.

SDG A. 4. j. No provider or its employees shall intentionally identify the title III program or provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office;

SeniorLAW will not intentionally identify the title III program or provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office.

SDG A. 4. k. While engaged in legal assistance activities supported under the Act, no attorney shall engage in any political activity during working hours.

No SeniorLAW attorneys will engage in political activity during working hours.

SDG A. 4. l. No funds made available under the Act shall be used for lobbying activities, including but not limited to any activities intended to influence any

decision or activity by any nonjudicial Federal, State or local individual or body.

SeniorLAW will not use funds made available under the Act for lobbying activities.

SDG A. 4. m. Nothing in this section is intended to prohibit an employee from:

- (1) Communicating with a governmental agency for the purpose of obtaining information, clarification, or interpretation of the agency's rules, regulations, practices, or policies;**
- (2) Informing a client about a new or proposed statute, executive order, or administrative regulation;**
- (3) Responding to an individual client's request for advice only with respect to the client's own communications to officials unless otherwise prohibited by the Older Americans Act, title III regulations or other applicable law. This provision does not authorize publication of lobbying materials or training of clients on lobbying techniques or the composition of a communication for the client's use;**
- (4) Making direct contact with the area agency for any purpose;**
- (5) Providing a client with administrative representation in adjudicatory or rulemaking proceedings or negotiations, directly affecting that client's legal rights in a particular case, claim or application;**
- (6) Communicating with an elected official for the sole purpose of bringing a client's legal problem to the attention of that official; or**
- (7) Responding to the request of a public official or body for testimony, legal advice or other statements on legislation or other issues related to aging; provided that no such action will be taken without first obtaining the written approval of the responsible area agency.**

SeniorLAW is aware of the content of SDG A. 4. m.

SDG A. 4. n. While carrying out legal assistance activities and while using resources provided under the Act, no provider or its employees shall:

- (1) Participate in any public demonstration, picketing, boycott, or strike, except as permitted by law in connection with the employee's own employment situation;**
- (2) Encourage, direct, or coerce others to engage in such activities; or**
- (3) At any time engage in or encourage others to engage in:
 - (i) Any illegal activity; or**
 - (ii) Any intentional identification of programs funded under the Act or recipient with any political activity.****

While carrying out legal assistance activities and while using resources provided under the Act, SeniorLAW staff will not participate in any public demonstration, picketing, boycott, or strike, except as permitted by law in connection with the employee's own employment situation; encourage, direct, or coerce others to engage in such activities; or at any time engage in or encourage others to engage in any illegal activity; or any intentional identification of programs funded under the Act or recipient with any political activity.

SDG A. 4. k. None of the funds made available under the Act may be used to pay dues exceeding \$100 per recipient per annum to any organization (other than a bar association), a purpose or function of which is to engage in activities prohibited under these regulations unless such dues are not used to engage in activities for which Older Americans Act funds cannot be used directly.

No funds made available under the Act will be used by SeniorLAW to pay dues exceeding \$100 per recipient per annum to any organization (other than a bar association), a purpose or function of which is to engage in activities prohibited under these regulations unless such dues are not used to engage in activities for which Older Americans Act funds cannot be used directly.

SDG A. 5. Initiation and Termination of Service

SDG A. 5. a. Benefit Specialist/Legal Services will be initiated upon receiving a request from a Milwaukee County resident who is age 60 or older, or on behalf of a resident aged 60 or older. (2.0 Program Summary)

SeniorLAW will initiate Benefit Specialist/Legal Assistance services when a Milwaukee County older adult requests them via our phone intake, or by walking into our office. We will begin services as soon as we make contact with the senior. If a third party makes the

initial service request, such as a relative or social worker, then we will begin services as soon as we make contact with the senior and the senior or his/her legal representative verifies that they desire our help.

SDG A. 5. b. Benefit Specialist/Legal Services will terminate when the request for help has been resolved by the Program, referred to an appropriate agency, or when it is determined by the program that the request cannot be met. A client will be clearly informed when his or her case has been closed as well as the reason for the case closure. (2.0 Program Summary)

We will terminate Benefit Specialist/Legal Services when we have resolved the service request, when the applicant has withdrawn the service request, when we refer the client to an appropriate agency or other resource, or when we determine that we cannot meet the service request. We will clearly inform clients when we close their case via written or verbal contact.

SDG A. 6. Eligible Clients

SDG A. 6. a. All clients must be 60 years or older and live in Milwaukee County. (2.0 Program Summary)

All clients will be 60 years or older and live in Milwaukee County.

SDG A. 6. b. All clients must be in need of benefit specialist/legal services as determined by the program staff and benefit/legal issues covered by the program. (2.0 Program Summary)

All clients must have a benefit / legal problem (that our program covers) and need benefit specialist / legal services as determined by program staff.

SDG A. 6. c. Priority for benefit specialist/legal services must be given to older adults who have the greatest economic and social need as defined by the Older Americans Act of 1965, as amended. (2.0 Program Summary)

***"The term 'greatest economic need' means the need resulting from an income level at or below the poverty threshold established by the Bureau of Census.
"***

"The term 'greatest social need' means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by social and ethnic status which restricts

We will give benefit specialist / legal services priority to older adults who have the greatest economic and social need as defined by the Older Americans Act. SeniorLAW will target its services by emphasizing issues that are most common to economically and socially needy seniors, i.e. public benefits, long term care programs, subsidized housing and elder abuse.

SDG A. 6. Generation of Clients

Applicants must clearly demonstrate how they will generate eligible clients for the program. (2.0 Program Summary)

We generate clients through marketing, public information, word-of-mouth advertising, educational presentations, and self- and professional- referrals. We have helped many people during Legal Action's forty plus year history. Many people return when they (or their friends or relatives) have a new problem. Some seniors, particularly in public and subsidized housing, are generally familiar with Legal Action and SeniorLAW, and they self-refer when they have legal problems with their housing or benefits. Others contact us after they see a brochure, poster, or presentation. Still other seniors contact us because another provider knows of our services, identifies a legal issue, and refers the client.

SeniorLAW works to be visible in the community and to ensure that we maximize the possibility that clients will contact us when they have a problem. In 2020, we will continue to market our services to the widest range possible.

SeniorLAW reaches out to diverse cultures and we have three staff members who are fluent in Spanish. SeniorLAW regularly works with individuals for whom English is a second language.

SDG A. 7. Service Delivery Follow-up

Applicants must clearly demonstrate how they will provide timely follow-up to client requests. All follow-up procedures must be clearly defined. (2.0 Program Summary)

a. Initiation of Service:

Service is initiated when a senior, or their guardian or power of attorney, contacts SeniorLAW during telephone intake, walk-in intake, or at one of our outreach presentations. SeniorLAW staff answers telephone intake calls in the order we receive them during our intake hours. Walk-in clients are seen on a first-come, first-serve basis.

b. Case Monitoring

Subsequent service follow-up is ongoing as the advocate handles the case. It depends on the nature of the case, the needs of the client, and the activities involved. The SeniorLAW Project Director uses the client database to regularly monitor case progress and client communication. If it appears that a case has had no recent activity, the director ensures that we are communicating with the client and are making progress on the case. All client communication is consistent with Supreme Court Rule 20:1.4.

c. Termination of Service

Services terminate based on the needs of an individual client, and results associated with any legal action taken on a case. Some cases terminate immediately due to conflicts of interest or client ineligibility based on age or geographic location. Information only cases terminate after information has been provided to the client. Advice cases terminate after advice has been provided to clients. Longer term representation cases will terminate after an informal decision is made by an agency, landlord, etc. Cases in which advocates represent client in the administrative appeal process or in court will terminate based on the results of administrative or judicial decisions. Finally, clients always have the right to end services whenever they see fit.

SDG A. 8. Program Personnel, Training, and Equipment

SDG A. 8. a. Applicants are expected to submit job descriptions for all positions receiving full or partial Department on Aging funds. (Required Appendices 1, Job Descriptions)

Job descriptions are attached in Appendix 1.

SDG A. 8. b. Recognition will be given to those programs which will employ or use volunteers age 45 or over. (2.0 Program Summary)

SeniorLAW currently has four staff over the age of 45. Legal Action's Milwaukee office has 30 out of 60 total staff over the age of 45. We estimate between 30% to 40% of our volunteer lawyers are over 45.

SDG A. 8. c. Personnel in programs receiving funds from sources in addition to the Department on Aging are expected to devote their staff time to Department on Aging program activities as specified in the Department on Aging contract. Staff position and percentage of staff time dedicated to the program will be recorded. (3.0 Program Staffing Information)

Staff records their time (via our client database/time keeping system) spent on Department on Aging contract clients and activities. We allocate time on that basis.

SDG A. 8. d. Attorneys must have an active license to practice law in Wisconsin, be in good standing, and have experience providing legal services to older adults. (2.0 Program Summary)

All SeniorLAW and Legal Action attorneys have a valid license to practice in Wisconsin and experience in providing older adults legal services.

SDG A. 8. e. Paralegals must have at least one-year experience or equivalent in providing advocacy or benefit specialist services. (2.0 Program Summary)

All SeniorLAW paralegals have at least one-year experience (or an equivalent) providing advocacy or benefit specialist services.

SDG A. 8. f. Program volunteers must be directly supervised by legal staff and must consult the supervising attorney as needed. (2.0 Program Summary)

Paralegal and attorney staff supervise volunteers. If a paralegal is supervising a volunteer, the paralegal has direct access to one of the attorneys for consultation and assistance.

SDG A.8. g. Applicants must clearly indicate how persons providing the Benefit Specialist/Legal Services Program will receive initial training upon employment as well as further specialized training in the following areas:

- 1. Awareness of legal and financial needs of older adults.***
- 2. Up to date information on benefit programs and other legal and financial issues affecting older adults.***
- 3. Maintenance of accurate records of cases handled and actions taken.***
(2.0 Program Summary)

New staff work closely with experienced staff to learn SeniorLAW's procedures and practices, including intake, case maintenance and recording systems. New staff shadow experienced staff. SeniorLAW provides in-depth training to new staff and review trainings for current staff. SeniorLAW also conducts regular update training on issues affecting older adults. We also encourage SeniorLAW staff to attend other specialized trainings when they are available.

SDG A. 9. Program Organization and Administration

SDG A. 9. a. Applicants must clearly identify the individual within the program and/or agency who will be:

- 1. Solely responsible for the program.**
- 2. Responsible for compliance with all federal, state, county and contractual requirements under this contract.**
- 3. Authorized to sign for the agency and the program.**
- 4. Authorized to receive checks for the program.**
- 5. Responsible for fiscal and budgetary matters.**
- 6. Responsible for data reporting and monthly reporting forms.**
- 7. Responsible for internal monitoring of the program.**
- 8. Responsible for handling consumer and client complaints with respect to program activities.**

1. Sole Responsibility for the Program: Deedee Peterson, Executive Director
2. Authorized to Sign for the Agency and the Program: Deedee Peterson, Executive Director, and Tanya Stamps, Chief Financial Officer
3. Authorized to Receive Checks: Tanya Stamps, Chief Financial Officer
4. Responsible for Fiscal and Budgetary Matters: Marcia Gallimore, Supervisor of Accounting and Grants Reporting
5. Responsible for Data Reporting and Monthly Reporting Forms: Larisa Dettman, Accounting Technician
6. Responsible for Internal Monitoring of the Program: Matthew Hayes, Project Director
7. Responsible for Handling Consumer and Client Complaints with Program Activities: Matthew Hayes, Project Director
8. Responsible for program oversight and coordination of activities with MDOA: Matthew Hayes, Project Director

SDG A. 9. b. The provider must maintain a written client grievance policy and provide information to participants on how to file a grievance regarding services, including compliance with Title VI of the Civil Rights Act of 1964.

Appendix 9 is Legal Action's client grievance procedure.

SDG A. 9. c. Applicants must maintain minimum insurance coverage determined by the Milwaukee County Risk Manager in the following areas:

- (1) General liability,***
- (2) Automobile liability,***
- (3) Worker's compensation, including a waiver of subrogation;***
- (4) Employee dishonesty; and***
- (5) Milwaukee County listed as an additional insured***

The Department on Aging will not award a contract unless the applicant secures adequate coverage, as defined by County, and provides certificate(s) of insurance that include all items listed above.

Appendix 8 is Legal Action's Certificate of Insurance coverage.

SDG A. 10. Program Service Coordination

SDG A. 10. a. Applicants must clearly demonstrate their ability to coordinate benefit specialist/legal services program activities with other services provided to older adults by the parent agency. Applicants must include a list of other services provided by the parent agency and describe how coordination will take place. (2.0 Program Summary)

SeniorLAW uses internal referral memos that link the older adult with other Legal Action services, without requiring a new intake.

Matthew Hayes, Project Director, is responsible for SeniorLAW's day-to-day operations. Matthew Hayes worked with the family law unit of Legal Action of Wisconsin for one year before coming to SeniorLAW. Attorney Hayes thus has insight into referral procedures throughout the agency.

SDG A. 10. b. Applicants must clearly demonstrate their ability to coordinate the program activities of other agencies providing services to older adults in Milwaukee County. Applicants should list all agencies that the organization will coordinate with and describe how coordination will take place. Partnership agreements are encouraged. (2.0 Program Summary)

SeniorLAW is committed to expanding collaborative efforts and linkages because they strengthen our own advocacy efforts, they are the best strategy for increasing advocacy resources, and they strengthen the entire senior service delivery system. SeniorLAW's most important links are:

MDOA Aging Resource Center - We will continue to work with I&A staff to develop an ongoing in-service program to improve their substantive knowledge and improve referrals.

We make referrals when we believe that a senior would benefit from additional services and the resource center can make an appropriate referral. We rely on their expertise and knowledge when an individual needs a non-legal referral.

MDOA Elder Abuse Unit - Our VOCA attorney and Benefit Specialist actively participate in I-Team meetings to discuss elder abuse issues and cases. They accept referrals from and talk regularly with Elder Abuse Unit staff to coordinate services and resolve client problems.

Volunteer Lawyer Project - SeniorLAW maintains a direct referral link with this project. This direct link means that some seniors do not have to go through a second intake process to get a volunteer lawyer.

Sojourner Family Peace Center/Women's Center - SeniorLAW's ERP attorneys have (at least) weekly contact with their staff. They take direct referrals from them when a senior is in an abusive situation. They work closely with their staff to help elder abuse victims.

Aging Consortium - One SeniorLAW staffer (Director or Benefit Specialist) participates in monthly Consortium meetings when available.

Coordination with Other Agencies: SeniorLAW staff members maintain regular contact with other agencies and frequently make referrals to other agencies/programs. When necessary, SeniorLAW staff will facilitate the referral by helping the client contact the agency or by completing the agency's application. SeniorLAW maintains a list of community resources and public benefits available to older persons and will inform clients about these resources and benefits. SeniorLAW will participate in Milwaukee Aging Consortium, Latino Aging Network, African American Aging Network and other Commission on Aging initiatives.

SeniorLAW will maintain contact with other Department on Aging and Aging Network programs and services and will exchange referrals and ensure coordinated advocacy for clients requiring multi-agency assistance. These agencies and programs include The Aging Resource Center, the Board of Aging and Long-Term Care, AARP, Social Development Commission, Aurora Family Service of Milwaukee, and others.

Coordination with other legal resources including Private Bar:

SeniorLAW goes beyond coordination; instead, we fully integrate senior's legal services into Wisconsin's "other legal resources" (Legal Action being Wisconsin's biggest "other legal resource") by including SeniorLAW within Legal Action. Legal Action operates the state's largest and most extensive volunteer lawyer's network (the Volunteer Lawyers Project or VLP.) The VLP maintains a panel of attorneys willing to handle cases on a *pro bono* basis for eligible clients. The VLP works with the State Bar of Wisconsin, the Milwaukee Bar Association, the Women Lawyers Association, the African-American Bar Association, the Milwaukee Young Lawyers Association, and the Hispanic Lawyers Association to recruit volunteers, to expand client services, and to develop specialized projects to solve client groups' unique legal needs. VLP provides free training and malpractice insurance to volunteer attorneys, making it an attractive vehicle for private lawyers to volunteer.

If a client needs legal help beyond SeniorLAW's resources or abilities, we will make direct VLP referrals. This direct referral relationship ensures that clients do not have to complete a second intake process or return for a second visit.

SDG A. 11. Contributions

Applicant agrees to provide all clients with the opportunity to make a voluntary contribution toward the cost of Benefit Specialist/Legal Services Program in accordance with prevailing Department on Aging policy. All such contributions must be accounted for in the monthly financial reports to the County and be solely used to enhance services provided by the Benefit Specialist/Legal Services Program. (2.0 Program Summary) (Also See Section IV, Contribution Policy)

SeniorLAW's contribution plan, which the Department on Aging has approved, is as follows:

1) General Policy:

Legal Action of Wisconsin does not solicit contributions from clients. Because the overwhelming majority of Legal Action's funds are derived from the Legal Services

Corporation for the express purpose of providing free civil legal services to the indigent, any other policy would be inconsistent with that purpose. Regarding SeniorLAW, a different policy would not be practical for two reasons. First, some clients served by SeniorLAW are also eligible for Legal Action's services under our basic grant from LSC. Second, it is not practical to expect our staff, who might receive inquiries regarding possible charges for services or donations, to ascertain to which project a particular inquirer might be referring. Legal Action will however, accept unsolicited donations under the following guidelines.

2) Provision of Information:

a. If a client or other person asks whether contributions are accepted, or indicates in some way a desire to give a contribution, staff will respond substantially as follows:

"Our services are free. There is no obligation of any kind. If you wish to make a contribution, we will be happy to have it. All contributions are put back directly into our Project to provide services to others."

b. If asked how much a contribution should be, staff will at no time suggest an amount. Staff will respond substantially as follows:

"We cannot suggest any particular amount. Since there is no obligation, we think you are the best judge, and any amount will be gratefully accepted."

This approach is consistent with the voluntary nature of the contribution policy and the varying economic circumstances of clients. Likewise, the nature and extent of Project services vary so widely from client to client that establishing a fair, consistent, suggested contribution level is not feasible.

c. When a public or private organization asks SeniorLAW to offer a workshop or to provide training or technical assistance not directly related to an individual client, staff will, as appropriate:

1) Attempt to negotiate a cost-sharing arrangement for provision of the service, which would include the cost of materials provided, if applicable.

2) Explain SeniorLAW's contribution policy to the organization, briefly indicating that a contribution to cover expenses would do much to defray a tight budget.

SeniorLAW will not, in any way indicate that the provision of organizational assistance, which it is routinely capable of providing as part of its program plan, is dependent on a contribution.

d. A sign posted at all service delivery sites contains the following statement:

A copy of the contribution sign is attached as Appendix 7.

3) Confidentiality

The identity of contributors and amounts of contributions will not be disclosed except where specified by the contributor, and except to the extent that the contributions are reported to MDOA as program revenue.

SDG A. 12. Program Goals and Objectives

SDG A. 12. a. Applicants must specify the program objectives and the methods and time frame to achieve objectives. The objectives should relate to the proposed program and services. The methods should specify the operational and quantitative steps to accomplish the objectives. The time frame should indicate when the objectives would be completed. (2.0 Program Summary)

Proposals for the Benefit Specialist/Legal Service Program must address the following program objectives:

- 1. Provision of individual advocacy and counseling services to Milwaukee County older adults in the areas of legal and financial concern.*
- 2. Provision of group education about legal and benefit issues to senior citizens in the community.*
- 3. Provision of training and technical assistance to other community organizations to enhance their efforts in offering education and advocacy services.*
- 4. Facilitation of the involvement of the private bar in provision of legal services for older adults in the community.*
- 5. Targeting particular legal/benefit problems, which have intensified, or which pose new challenges for older adults residing in Milwaukee County.*

In so doing, the applicant should make use of available survey data regarding legal needs and the current Milwaukee County Area on Aging plan.

1. Provision of individual advocacy and counseling services to Milwaukee County older adults in the areas of legal and financial concern.

In 2020, SeniorLAW's primary objective is to provide individual advocacy and legal counseling services to Milwaukee's 60 and over residents.

For state reporting purposes, we anticipate that SeniorLAW will represent approximately 1200 unduplicated clients and 1250 duplicated clients and will provide information and/or referral to another 500 clients in 2020. SeniorLAW will also provide SHIP/MIPPA specific counseling to 500 clients during 2020.

This will be accomplished by utilizing our intake systems, outreach and community partners to connect with potential clients and then completing an intake and working with clients to achieve their advocacy related goals.

2. Provision of group education about legal and benefit issues to senior citizens in the community.

In 2020, our objective is to provide 25 community education and outreach activities. These presentations will give at least 1000 seniors a greater awareness of current issues and problems facing seniors, or of benefit programs available to seniors. We may do more presentations if an appropriate issue presents itself.

We will achieve this goal by working with our community partners to schedule outreach sessions and then by presenting information at the scheduled outreach sessions.

3. Provision of training and technical assistance to other community organizations to enhance their efforts in offering education and advocacy services.

In 2020, we will provide 10 of the 25 projected educational presentations described above in #2 to senior serving agencies and personnel. These presentations will improve at least 100 agency personnel and senior-serving individuals' (such as volunteers, counselors, social workers, MDOA staff) benefit program knowledge.

We will achieve this goal by working with our community partners to schedule outreach sessions and then by presenting information at the scheduled outreach sessions.

4. Facilitation of the involvement of the private bar in provision of legal services for older adults in the community.

In 2020, our objectives in this area are to ensure that Legal Action's Volunteer Lawyers Project (VLP) provides services to 40 individuals who are age 60 or over and living in Milwaukee County, and to provide one training for attorneys who volunteer to handle elder law cases.

We will accomplish this objective by making referrals to VLP when appropriate and by working with VLP to plan a training for volunteer attorneys.

5. Targeting particular legal/benefit problems, which have intensified, or which pose new challenges for older adults residing in Milwaukee County. In so doing, the applicant should make use of available survey data regarding legal needs and the current Milwaukee County Area on Aging plan.

The 2019-2021 Milwaukee County Department on Aging Area Plan 2019-2021 (DRAFT), on page 35 of 72, discusses the goals related to Elder Justice. The goals listed seek to address the growing problem of financial exploitation in Milwaukee County. Similarly, both Legal Action, and the State of Wisconsin have done surveys of older adults and their legal concerns, and in both surveys' consumer issues have been the number one issue. Therefore, in 2020, our objectives in this area will be to provide legal advocacy and counseling services to 100 clients with regard to consumer financial issues.

SDG A. 12. b. Measurable program objectives will be based upon historical performance for this program. Applicants must identify at least one quality measure in the delivery of legal services, one outcome goal related to the success of clients in resolving their legal issues and track the monetary value of any benefit gained through legal services delivery. Applicants should reference DHS Office on Aging guidance on monetary value of legal services recovery for the Elderly Benefit Specialist program. (2.0 Program Summary)

SeniorLAW has added three new objectives to the program outcome measures.

1. SeniorLAW will receive at least 75% positive responses to the survey question that the client's legal problem was resolved to their satisfaction. A positive response includes client's who agree or strongly agree with the question as to the resolution of their legal issue.

2. The SeniorLAW objective with regard to outcome goals will be to close 50 cases with outcomes that obtain/preserves or increases a public benefit for a client.

3. SeniorLAW Tracks Monetary Impact and uses the DHS Office on Aging guidance on monetary value of legal services recovery for the Elderly Benefit Specialist program. We will report on this each month. The 2020 goal for monetary impact will be \$750,000.

SDG A. 13. Reporting and Billing Requirements

SDG A. 13. a. Providers must submit to the Department on Aging a monthly bill for services provided and any appropriate service reports by the tenth day of each month unless a waiver is received from the Department on Aging.

SeniorLAW will submit a monthly bill for services provided and all required service reports by the tenth day of each month.

SDG A. 13. b. In addition to the Department on Aging service reports, the provider of the Benefit Specialist/Legal Services Program will be required to submit reports initiated by the State DHS Bureau on Aging and Disability Resources.

SeniorLAW submits monthly DHS ADRC reports as requested.

SDG A. 13. c. SHIP and MIPPA activities must be logged by the provider into the federal ACL STARS database on a monthly basis.

SeniorLAW logs SHIP and MIPPA contacts and outreach activities in the ACL STARS system after each client contact and outreach event.

SDG A. 14. Wisconsin State Bureau on Aging and Disability Resources Definition of Elderly Benefit Specialist Services/ and Unit of Service

Definition: Performance of activities, under the supervision of an attorney, which: provide an older person with accurate and current information on public benefit programs; assist them in organizing the paperwork and applying for benefits; identify alternative actions that can be taken to secure benefits or appeal denial of benefits; explain what legal action or other solution is required; and when necessary, refer the older person to an attorney to represent them on benefit matters. Specialists providing this service are trained and supervised by a regionally designated attorney. Individually focused services may be provided at the specialist's office, at the home of the older person or by telephone; services may also be provided in group sessions.

Unit of Service: One (1) hour of service with one or more older persons to provide service as defined. Service to a group counts as service to an individual. Includes time used in investigation, preparation of materials and traveling to provide service; does not include time that a worker spends in conferences and training to improve own skills.

Wisconsin State Bureau on Aging and Disability Resources

In operating the benefit specialist/legal services program, SeniorLAW utilizes the Wisconsin State Bureau on Aging definitions as described in the program service guidelines.

This is the end of Program Narrative Section 2.A.

2.B. Describe how your agency will maintain records for the proposed program or service, including client files. (Refer to Section VI, Program Service Guidelines/Specifications for specific record keeping requirements).

SeniorLAW maintains client files in accordance with Wisconsin Department of Health Services, Bureau on Aging and Long-Term Care and Wisconsin Rules of Professional Responsibility requirements. In addition, all Legal Action staff (including SeniorLAW) use a sophisticated, legal services-specialized client database and time keeping software program (Kemps SQL). This program is fully integrated into our accounting system. It accurately and efficiently tracks client services and grant expenditures and produces monthly reports for numerous grants and contracts. Using cost center accounting this system makes it possible for us to provide fiscal reports that reflect each funding source's expenditures and client services.

Kemps SQL contains fields comparable to the Form DSL-788 Information Only Log Sheet and we make an entry in this field if a client requires information and/or referral only.

If the particular client requires more than basic information and referral, we create an open case file. Also, our client management data base contains fields comparable to Form DSL-790 Legal Assistance/Benefit Specialist Case Report and we enter client data in those fields, including general client background information, the client's issue, the service type, and the case outcome.

The client case file also includes all other records pertaining to the client's representation and services. Once a case is closed, the file is transferred from the benefit specialist's working file to secured central storage. In addition, we generate monthly and quarterly

service reports from the database. We report direct service in total units of service on casework, rather than units of service per case.

SeniorLAW maintains all client files and information in strict confidentiality, in accordance with the 1964 Older Americans Act, as amended, Chapter 9 of the Wisconsin Aging Network Manual of Policies, Procedures, & Technical Assistance, Fall 2004, and the Wisconsin Rules of Professional Responsibility, which are applicable to attorneys practicing in the State of Wisconsin.

2.C. Describe any special equipment needed for the proposed program or service and how the equipment will be provided.

SeniorLAW does not plan to purchase any equipment during 2017.

2.D. Outline how your agency will offer all clients the opportunity to contribute towards the cost of the proposed program or service. (See Section V for the general Contribution Policy and Section VI, Program Service Guidelines/Specifications for the specific policy that applies to your proposed program or service). Please include a sample of the letter, sign, or other text that you propose to use to solicit contributions as Appendix 7.

SeniorLAW's contribution plan, which the Department on Aging has approved, is as follows:

1) General Policy:

Legal Action of Wisconsin does not solicit contributions from clients. Because the overwhelming majority of Legal Action's funds are derived from the Legal Services Corporation for the express purpose of providing free civil legal services to the indigent, any other policy would be inconsistent with that purpose. Regarding SeniorLAW, a different policy would not be practical for two reasons. First, some clients served by SeniorLAW are also eligible for Legal Action's services under our basic grant from LSC. Second, it is not practical to expect our staff, who might receive inquiries regarding possible charges for services or donations, to ascertain to which project a particular inquirer might be referring. Legal Action will however, accept unsolicited donations under the following guidelines.

2) Provision of Information:

a. If a client or other person asks whether contributions are accepted, or indicates in some way a desire to give a contribution, staff will respond substantially as follows:

"Our services are free. There is no obligation of any kind. If you wish to make a contribution, we will be happy to have it. All contributions are put back directly into our Project to provide services to others."

b. If asked how much a contribution should be, staff will at no time suggest an amount. Staff will respond substantially as follows:

"We cannot suggest any particular amount. Since there is no obligation, we think you are the best judge, and any amount will be gratefully accepted."

This approach is consistent with the voluntary nature of the contribution policy and the varying economic circumstances of clients. Likewise, the nature and extent of Project services vary so widely from client to client that establishing a fair, consistent, suggested contribution level is not feasible.

c. When a public or private organization asks SeniorLAW to offer a workshop or to provide training or technical assistance not directly related to an individual client, staff will, as appropriate:

1) Attempt to negotiate a cost-sharing arrangement for provision of the service, which would include the cost of materials provided, if applicable.

2) Explain SeniorLAW's contribution policy to the organization, briefly indicating that a contribution to cover expenses would do much to defray a tight budget.

SeniorLAW will not, in any way indicate that the provision of organizational assistance, which it is routinely capable of providing as part of its program plan, is dependent on a contribution.

d. A sign posted at all service delivery sites contains the following statement:

"The tax supported services of SeniorLAW are free. Voluntary contributions by either cash or check are gratefully accepted. Contributions are put back into the program to help others. SeniorLAW is funded by the Milwaukee County Department on Aging."

A copy of the contribution sign is attached as Appendix 7.

3) Confidentiality

The identity of contributors and amounts of contributions will not be disclosed except where specified by the contributor, and except to the extent that the contributions are reported to MDOA as program revenue.

2.E. Please describe how your agency will target services to low income, minority, frail and disabled elders as required by the specific program service guidelines/specifications.

SeniorLAW's efforts to target older adults who have the greatest economic and social need; low income, minority, frail and disabled older persons include the following:

1. SeniorLAW prioritizes issues that affect low-income, minority and frail disabled elders, including Medicaid, FoodShare, Medicare Savings Programs, Medicare Part D Low-Income Subsidy, and SSI.
2. SeniorLAW regularly gives community education and outreach presentations to service providers, disabled persons, caregivers, and retirees at low-income and/or integrated neighborhood locations. We make presentations in-person, through radio and television, and video.
3. SeniorLAW staff use telephone and in-person visits to deliver services to institutionalized, isolated and homebound older adults.
4. Since March 1993, SeniorLAW has received State Health Insurance Assistance Program (SHIP) (formerly Health Insurance Information, Counseling and Assistance Project) funding. SHIP serves high-risk and hard-to-reach minority, urban elderly.
5. Where appropriate, SeniorLAW makes presentations in nursing homes, CBRFs and Assisted Living Facilities in the Milwaukee County. In 2018, SeniorLAW will again offer presentations in these locations as appropriate.
6. SeniorLAW will prioritize cases where our representation could enhance a frail elderly client's ability to live independently or could remedy or prevent elder abuse. SeniorLAW and the Elder Rights Project work closely together to manage these types of issues.

7. We will continue working with public housing residents to assure that senior residents of public housing are informed about the issues SeniorLAW handles and how to reach SeniorLAW.

To help determine if our targeting efforts are successful, we can examine and compare the total number of economically needy and the number of minorities in Milwaukee County. The 2016 American Community Survey (ACS) conducted by the U.S. Census found that about 12% of Milwaukee County elderly residents (65+ years of age) to be living at or below the federal poverty level. BALTCR guidelines define "low-income" at 100% of the federal poverty level. From June 2018-June 2019, 37.7% of SeniorLAW clients met this definition. This figure is significantly greater than the 12% of Milwaukee County Adults living at or below poverty level.

SeniorLAW also makes a major effort to serve elderly persons who are African-American, Hispanic, Asian, Native American or who are members of other minority groups. We continue to serve a significantly greater elderly minority percentage than the total elderly population's minority percentage (which was about 27% in the 2010 Census of Population and Housing.) During the first nine months of 2019, 46% of our clients were minority, of clients where we know minority status. The significant minority service level reflects the SeniorLAW's successful planned outreach and minority elderly community targeting.

2.F. Clearly specify the objectives for the proposed program or service, including the action plans and time frames to implement these objectives. (See section vi, program service guidelines/specifications for additional information).

We include a summary chart (Chart 1) of our objectives following this narrative section.

Our 2019 goal was to provide 7,269 service hours which includes 1,053 hours supported by VOCA funding (82% on direct casework and supporting activities, 8% on information and intake, and 10% on community education, training and outreach at the above described percentages.)

In 2020 our goal is to provide 6,933 service hours (with OCI, MIPPA and SHIP funds). Of those service hours, we anticipate that we will spend 80% on direct casework and supporting activities, 15% on information and intake, and 5% on community education, training and outreach. See Chart 1 (on next page) for calculation of anticipated service units.

CHART 1

Year		Units of Service	Advocates FTEs (Estimate)	Units of Service/FTE	
2006	(with Title IIIb, SBSC, SHIP HCFA)	16,016	8.81	1,818	hrs/FTE
2007	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	14,713	8.09	1,818	hrs/FTE
2008	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	11,688	6.43	1,818	hrs/FTE
2009	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	14,256	7.84	1,818	hrs/FTE
2010	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	12,399	6.82	1,818	hrs/FTE
2011	(with Title IIIb, SBSC, SHIP & OCI MMA)	10,789	5.93	1,818	hrs/FTE
2011	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	13,389	7.36	1,818	hrs/FTE
2012	(with Title IIIb, SBSC, SHIP & OCI MMA)	11,587	6.37	1,818	hrs/FTE
2012	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	13,695	7.53	1,818	hrs/FTE
2013	(with Title IIIb, SBSC, SHIP & OCI MMA)	7,297	4.01	1,818	hrs/FTE
2013	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	9,385	5.16	1,818	hrs/FTE
2014	(with Title IIIb, SBSC, SHIP & OCI MMA)	8,288	4.56	1,818	hrs/FTE
2014	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	10,461	5.75	1,818	hrs/FTE
2015	(with Title IIIb, SBSC, SHIP, MIPPA & OCI MMA)	7,243	3.98	1,818	hrs/FTE
2015	(with Title IIIb, SBSC, SHIP, MIPPA, OCI MMA & VOCA)	9,296	5.11	1,818	hrs/FTE
2016	(with Title IIIb, SBSC, SHIP & OCI MMA)	7,105	3.91	1,818	hrs/FTE
2016	(with Title IIIb, SBSC, SHIP, OCI MMA & VOCA)	10,945	6.02	1,818	hrs/FTE
2017	(with Title IIIb, SBSC, SHIP, MIPPA & OCI MMA)	6,664	3.67	1,818	hrs/FTE
2017	(with Title IIIb, SBSC, SHIP, MIPPA, OCI MMA & VOCA)	11,885	6.54	1,818	hrs/FTE
2018	(with Title IIIb, SBSC, SHIP & OCI MMA)	7,061	3.88	1,818	hrs/FTE
2018 Goal	(with Title IIIb, SBSC, SHIP, OCI MMA & MIPPA)	7,390	4.07	1,818	hrs/FTE
2019 Goal	(with Title IIIb, SBSC, SHIP & OCI MMA)	6,216	3.42	1,818	hrs/FTE
2019 Goal	(with Title IIIb, SBSC, SHIP, OCI MMA & MIPPA)	7,269	4.00	1,818	hrs/FTE
2020 Goal	(with Title IIIb, SBSC, SHIP, & OCI MMA)	6,504	3.57	1,818	hrs/FTE
2020 Goal	(with Title IIIb, SBSC, SHIP, OCI MMA, & MIPPA)	6,933	3.81	1,818	hrs/FTE

*Available Units of Service for each non-exempt position

40 work weeks X 52 weeks/year	=	2,080 hours/year
Minus		
Average vacation leave	-	120 hours/year
Holidays	-	72 hours/year
Personal Days	-	<u>32 hours/year</u>
Subtotal		1,856 hours/year

Minus potential sick & FMLA - 96 hours/year
1,760 hours/year

Depending on the use of sick leave and the amount of overtime earned, a benefit specialist's position can provide between 1,760 and 1,856 hours/year.

If the Department of Aging selects SeniorLAW to be included in its performance measurement system, SeniorLAW agrees to collaborate with the Department in identifying outcomes and outcome measures and will participate in data collection.

1. Provision of individual advocacy and counseling services to Milwaukee County older adults in the areas of legal and financial concern:

In 2020, SeniorLAW's primary objective is to provide individual advocacy and legal counseling services to Milwaukee's 60 and over residents.

For state reporting purposes, we anticipate that SeniorLAW will represent approximately 1200 unduplicated clients and 1250 duplicated clients and will provide information and/or referral to another 500 clients in 2020. SeniorLAW will also provide SHIP/MIPPA specific counseling to 500 clients during 2020.

In 2020, we anticipate that brief advice cases (Less than 2 hours) will constitute approximately 75 % of our caseload, moderate involvement cases (2 - 20 hours) will constitute 23 % of our caseload, complex cases (20 - 80 hours) will constitute 1% of our caseload, and extensive involvement cases (over 80 hours) will constitute 1% of our caseload. This percentage is based on historical data but may vary somewhat depending on the nature of the cases in any given year.

2. Provision of group education about legal and benefit issues to senior citizens in the community:

In 2020, our objective is to provide 25 community education and outreach activities. These presentations will give at least 1000 seniors a greater awareness of current issues and problems facing seniors, or of benefit programs available to seniors. We may do more presentations if an appropriate issue presents itself.

3. Provision of training and technical assistance to other community organizations to enhance their efforts in offering education and advocacy services.

In 2020, we will provide 10 of the 25 projected educational presentations described above in #2 to senior serving agencies and personnel. These presentations will improve at least 100 agency personnel and senior-serving individuals' (such as volunteers, counselors, social workers, MDOA staff) benefit program knowledge.

4. Facilitation of the involvement of the private bar in provision of legal services for older adults in the community.

In 2020, our objectives in this area are to ensure that Legal Action's Volunteer Lawyers Project (VLP) provides services to 40 individuals who are age 60 or over and living in Milwaukee County, and to provide one training for attorneys who volunteer to handle elder law cases.

5. Targeting particular legal/benefit problems, which have intensified, or which pose new challenges for older adults residing in Milwaukee County. In so doing, the applicant should make use of available survey data regarding legal needs and the current Milwaukee County Area on Aging plan.

The 2019-2021 Milwaukee County Department on Aging Area Plan 2019-2021 (DRAFT), on page 35 of 72, discusses the goals related to Elder Justice. The goals listed seek to address the growing problem of financial exploitation in Milwaukee County. Similarly, both Legal Action, and the State of Wisconsin have done surveys of older adults and their legal concerns, and in both surveys' consumer issues have been the number one issue. Therefore, in 2020, our objectives in this area will be to provide legal advocacy and counseling services to 100 clients with regard to consumer financial issues.

6. Measurable program objectives will be based upon historical performance for this program. Applicants must identify at least one quality measure in the delivery of legal services, one outcome goal related to the success of clients in resolving their legal issues and track the monetary value of any benefit gained through legal services delivery. Applicants should reference DHS Office on Aging guidance on monetary value of legal services recovery for the Elderly Benefit Specialist program. (2.0 Program Summary)

SeniorLAW has added three new objectives to the program outcome measures.

1. SeniorLAW will receive at least 75% positive responses to the survey question that the client's legal problem was resolved to their satisfaction. A positive response includes clients who agree or strongly agree with the question as to the resolution of their legal issue.

2. The SeniorLAW objective with regard to outcome goals will be to close 50 cases with outcomes that obtain/preserves or increases a public benefit for a client.

3. SeniorLAW Tracks Monetary Impact and uses the DHS Office on Aging guidance on monetary value of legal services recovery for the Elderly Benefit Specialist program. We will report on this each month. The 2020 goal for monetary impact will be \$750,000.

A summary chart indicating the main proposal objectives is below:

Summary of Main Proposal Objectives - 2020 (version 10/04/19)		
Objective	Activity	Frequency / Number to be performed
Units of Service / allocation of service hours	Units of Service (Hours)	6,504 Hours (w/o MIPPA) 6,933 Hours (w/MIPPA)
	Percentage of hours spent on case work	80%
	Percentage of hours spent on information and intake	15%
	Percentage spent on community education and outreach	5%
Provision of individual advocacy and counseling to Milwaukee County older adults in the areas of legal and financial concern	Provide legal assistance in priority areas identified by BADR.	Priority Categories including Medical Entitlements, Insurance, Income Maintenance, Community-Based services, Housing, Consumer, Surrogate Decision-Making, Elder Rights, Other.
	Total persons receiving SHIP/MIPPA Counseling Services	500
	(For state reporting purposes only) Total persons given information or referral (includes SHIP and Title IIIb revenues)	500
	(For state reporting purposes only) Total unduplicated clients represented (includes SHIP and Title IIIb revenues)	1200

Summary of Main Proposal Objectives - 2020 (version 10/04/19)		
	(For state reporting purposes only) Total cases (duplicate and nonduplicate) represented	1250
Provision of group education to senior citizens		
	Community Education Activities (incl. SHIP funding)	25
Provision of training and technical assistance to other community organizations	Training to service providers and community organizations	10
Targeting intensified problems.	Provide outreach on targeted issues	as appropriate
	Represent clients who are victims of elder abuse, fraud, guardianship/protective placement	25
Facilitation of involvement of the private bar	Seniors receiving Volunteer Lawyers Project Services	40
	Training for Pro Bono Attorneys	1
Targeting Specific Legal Problems	Seniors receiving help with Consumer Issues	100
Measurable Objectives	Legal problem resolution	75% positive responses
	Obtain/preserve/increase benefit	50 cases
	Monetary Impact	\$750,000
Casework Allocation	Percentage of casework that is brief advice <2 h.	75% (reported on closed cases)

Summary of Main Proposal Objectives - 2020 (version 10/04/19)

Percentage of casework that is mod. involvement 2-20 h.	23% (reported on closed cases)
Percentage of casework that is complex 21-80 h.	1% (reported on closed cases)
Percentage of casework that is extensive > 80 h.	1% (reported on closed cases)

3. Staffing Plan

3.A. Using form 3.0 in Exhibit I, describe your agency's staffing plan for the proposed program or service, including the names of the positions and the percentage of time to be devoted to the proposed program or service. Using Form 3.2, please describe the compensation and fringe benefits that each person employed in the proposed program will receive and their county of residence.

The following staff will be assigned to the Project in 2020; See also Form 3.0:

Position Title	Title IIIb 2020	SBSC 2020	SBSC- AAA 2020	MIPPA 2020	Milw Cnty OCIMMA		Milw Cnty OCIMMA		GWAAR Title IIIb 2020	GWAAR SPAP 18- 19		GWAAR SPAP 19- 20		GWAAR Model h 18-19 MCDOA 510 & 520	MATCH GWAAAR 540	Total Service (FTE)
					SHIP 19-20 4/1/2019- 3/31/2020	SHIP 20-21 4/1/2020- 3/31/2021	18-19 7/1/2019- 6/30/2020	19-20 7/1/2020- 6/30/2021		07/19- 06/20	07/20- 06/21	07/19- 06/20	07/20- 06/21			
aging Atty (1)	0.71	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.03	0.00	
Atty (1)	0.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.11	0.11	0.00	0.00	0.03	0.00	
neys (2)	0.39	0.00	0.29	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	
legals (2)	0.00	0.87	0.00	0.00	0.19	0.37	0.24	0.24	0.00	0.00	0.00	0.00	0.00	0.15	0.04	
otals (6)	1.33	0.92	0.29	0.24	0.19	0.37	0.24	0.24	0.54	0.11	0.11	0.00	0.00	0.31	0.04	
il Sec (0)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
l Staffing (6)	1.33	0.92	0.29	0.24	0.19	0.37	0.24	0.24	0.54	0.11	0.11	0.00	0.00	0.31	0.04	

The project staff is supported by the following sources: Title IIIb Older Americans Act; State of Wisconsin Benefit Specialists funding; federal State Health Insurance Grant Program (SHIP); State OCI MMA Transition funding; and program income. All attorneys assigned to SeniorLAW also provide direct client services on more complex matters.

In summary, the FTE's are supported by the following funds:

	<u>FTE</u>	<u>Salaries & Benefits Funded</u>	<u>Period</u>
Title IIIb 2020	1.334	127,608	01/20-12/20
SBSC 2020	0.922	87,488	01/20-12/20
SBSC-AAA 2020	0.288	18,979	01/20-12/20
MIPPA 2020	0.241	15,910	04/20-09/20
SHIP 19-20	0.185	15,755	04/19-03/20
SHIP 20-21	0.372	31,613	04/20-03/21
Milw Cnty OCI MMA 19-20	0.236	20,450	07/19-06/20
Milw Cnty OCI MMA 20-21	0.236	20,433	07/20-06/21
Milwaukee County Funding	3.814	338,236	
Match MCDOA 510 & 520	0.306	26,748	01/20-12/20
Milwaukee County w/Match	4.120	364,984	
GWAAR Title IIIb 2020	0.539	41,810	01/20-12/20
GWAAR SPAP 19-20	0.108	8,251	07/19-06/20
GWAAR SPAP 20-21	0.108	8,251	07/20-06/21
GWAAR Model Approach 19-20	0.000	0	10/19-09/20
MATCH GWAAAR 540	0.042	3,531	01/20-12/20
Other Funding	0.796	61,843	
Total Services	4.916	426,827	

Form 3.2 as provided by MCDOA was entitled Direct Service Staff Turnover and Vacancy. Form 3.1 includes compensation and fringe benefit information for each position as well as county of residence.

SeniorLAW has determined that the combination of non-lawyers (with attorney supervision) and attorneys fulfilling benefit specialist responsibilities allows SeniorLAW to provide the widest range of efficient, cost-effective legal services. Thus, the benefit

specialist roles are filled by both non-lawyers and staff attorneys, with experienced attorneys providing supervision and training.

Administrative Responsibilities:

Deedee Peterson is Legal Action's Executive Director and is ultimately responsible for the services provided by Legal Action employees. She is responsible for signing Legal Action's contract. Jeffery R. Myer, the Legal Action Director of Advocacy, performs periodic reviews and supervises SeniorLAW's litigation. Matthew Hayes, Project Director, oversees SeniorLAW's operations and monitors overall program functioning. Mr. Hayes also oversees SeniorLAW's monthly case and client information gathering. In addition, he handles SeniorLAW client complaints and oversees day-to-day program supervision. Tanya Stamps, Legal Action's Chief Financial Officer, oversees all fiscal and budgetary matters, including receiving checks for SeniorLAW. Marcia Gallimore is Legal Action's Supervisor of Accounting and Grants Reporting and she maintains the general ledger and prepares the monthly reports that detail SeniorLAW's fiscal status. Larisa Dettman, Accounting Technician, assists Ms. Gallimore.

SeniorLAW Project Director: Matthew Hayes, Project Director, is responsible for the SeniorLAW's administration and legal service delivery.

SeniorLAW Attorneys: The attorneys conduct outreach, intake, and community education, provide legal advice to benefit specialists, and provide direct client advice, advocacy, and representation in more complex cases.

Benefit Specialists: The benefit specialists have included both non-lawyers and staff attorneys and provide legal assistance and advice to older adults (under the supervision and training of SeniorLAW attorneys) and conduct outreach and intake. As the Service Delivery Guidelines require, all full-time benefit specialists have at least one year of experience or equivalent in providing older adult advocacy services. The benefit specialists conduct outreach, intake, and community education and provide client advice, advocacy, and representation.

Legal Secretary: The legal secretary provides secretarial support to SeniorLAW staff.

- 3.B. Attach as Appendix 1 to your application job descriptions for each position included on Form 3.0 , and as Appendix 2, an Organization Chart for the entire proposed program or service which clearly identifies the staff providing this service how they relate to the rest of your agency, including lines of authority and responsibility.**

Please see the following:

Appendix 1
Appendix 2

Job Descriptions
Organization Chart

3.C. Describe any special staff qualifications that you require or that your staff may possess. Outline your agency's methods for orienting new staff, providing on-going staff training, and communicating with staff, such as staff meetings. (Refer to Section VI, Program Service Guidelines/Specifications for specific staff qualifications and training requirements for the proposed program or service).

All SeniorLAW and ERP attorneys are licensed to practice law in the State of Wisconsin. They are experienced in seniors' legal problems. As a condition of their licensing, attorneys are required to continue their legal education. We include attorney's resumes as Appendix 13.

SeniorLAW recruits people with prior advocacy experience and sensitivity to seniors' issues for its benefits specialist positions. SeniorLAW administrative staff orients new benefit specialist staff on administrative issues (such as database use, timekeeping, and personnel policies) when they begin employment. We provide substantive training through new staff training sessions or through individual training or a combination of both.

SeniorLAW holds a weekly case acceptance meeting where advocates learn from each other's interviews and allocate resources to appropriate levels of assistance in accordance with our scarce resources.

Six times per year, we provide a full day benefit specialist training in Legal Action's offices. This training covers a range of elder law and advocacy issues, including developments and changes in the relevant laws or programs, case handling, and file maintenance. Legal Action's attorneys, who specialize in Social Security, income maintenance, housing and family law, may also provide advice or answer substantive questions. We also require SeniorLAW benefits specialists to attend firm-wide meetings with specialized Legal Action Social Security and income maintenance attorneys. Benefit Specialists have also attended the annual WABS conference.

3.D. Describe how and explain who supervises your agency's direct service staff.+

The SeniorLAW Project Director, Matthew Hayes, and SeniorLAW attorneys are available every day and help individual benefit specialists use legal research tools and participate in administrative hearings. They also provide substantive legal direction and advice. SeniorLAW staff meets weekly to discuss new intakes, problem cases, and other areas of concern to benefit specialists.

The SeniorLAW Project Director, Matthew Hayes, also reviews all cases before the benefits specialists close the file to ensure that the benefit specialist has handled the case properly. He also reviews all of the information-only clients to ensure that benefits specialists are providing accurate information and referrals.

3.E. Describe your agency's efforts and ability to employ persons aged 45 or older

Legal Action of Wisconsin, Inc. aggressively implements its Affirmative Action Plan, which provides equal opportunity for all job applicants and employees, including persons aged 45 or older. As of July 31, 2018, Legal Action employed 124 persons, of whom 52 were aged 45 or older. Of SeniorLAW's 7 employees, 4 were aged 45 or older.

3.F. Describe your agency's efforts to provide opportunities for older adults to volunteer in your programs, including the proposed program or service.

SeniorLAW's primary use of older volunteers is in Legal Action's Volunteer Lawyer Project. Throughout the year, we recruit volunteer lawyers. Our biggest recruitment occurs in November, when we provide a free weeklong substantive law training for our volunteers.

SeniorLAW continues to work on volunteer recruitment to provide direct case assistance, and benefit enrollment help to seniors, in an effort to make up for lost funding. For example, SeniorLAW had an older individual with a paralegal degree volunteering in our office from March of 2014 to April 2017. She volunteered up to 8 hours per week and assisted advocates with direct client services, legal research, case administration and file maintenance.

SeniorLAW uses volunteers in other roles whenever possible. Please see Section 8.B

3.G. Describe your agency's willingness to provide hourly staff employed in the proposed program or service with a "living wage" of \$9.69 per hour in compliance with County Board Resolution File No. 01-386.

Legal Action provides all proposed staff employed under the proposed program an hourly wage in excess of \$21.68 per hour.

- 3.H. Please describe your agency's willingness to provide all full-time employees employed in proposed program or service with family supporting benefits similar to those provided to full-time managerial, professional, and administrative personnel, including comparable health insurance coverage and pension plans. Please make clear whether all full-time employees in the proposed program or service will receive comparable health insurance and pension benefit coverage.**

All full-time SeniorLAW employees will be eligible to receive family-supporting benefits including health, dental, life and long-term disability insurance. In addition, all full-time employees participate in a defined contribution pension plan and Legal Action provides the same percentage contribution to all employees.

4. Accessibility

- 4.A. As appropriate, describe the facility or facilities that will be used to provide the proposed program or service. Include reference to the physical accessibility of the site(s) to disabled persons, such as ramps, doorways, elevators, toilet facilities, etc.**

SeniorLAW's clients access services via three means: telephone; in-person at Legal Action's office; and at their homes (for home bound or institutionalized clients). Occasionally, we provide additional intake when we conduct educational presentations at other county senior centers, meal sites, and housing projects.

Legal Action's office is equipped with automatic doors, elevators and accessible facilities, including restrooms. Legal Action's office is located on public transit lines and is located one block from the convergence of many county bus lines. Legal Action also maintains one SeniorLAW-dedicated telephone line. SeniorLAW clients may also access project's services through the Wisconsin Telecommunication Relay System.

In addition, SeniorLAW staff make home and institution visits to meet with frail or homebound clients whenever the client indicates that they are unable to come to our office.

- 4.B. Outline any geographic limitations your agency may have for the proposed program or service.**

None, SeniorLAW covers all of Milwaukee County.

- 4.C. Outline any limitations on the types of clients your agency will serve under the proposed program or service.**

There are no limitations on the types of clients which SeniorLAW will accept for service.

4.D. Outline the days and hours the proposed program or service will be available. Describe how your agency will inform clients with of the availability of services during weather related emergencies.

In 2017, SeniorLAW changed it's phone intake system to allow potential clients to contact our office anytime Monday through Friday, 8:30 a.m. to 4:00 p.m. The intake line is staffed by attorneys and paralegals from both SeniorLAW and the Elder Rights Project. At certain times that are commonly busy, there are two advocates handling intake to ensure as many people as possible can speak to someone quickly. During telephone intake, if the advocate on intake duty is speaking with a caller, all other callers are directly connected to a voice mailbox and asked to leave a name and phone number. SeniorLAW's legal secretary or the intake advocate check these messages and make a callback usually within an hour, and at the latest, by the end of the day the call came in.

Clients can also reach SeniorLAW through walk-in intake from 9:00 a.m. to 12:00 a.m. Tuesdays and 1:00 p.m. to 4:00 p.m. on Thursdays. If a client walks into the office at an unscheduled intake time, we evaluate the client for a legal emergency and provide an immediate intake when appropriate. We do this to balance access for potential clients with obligations to existing clients. Because of our limited staff, we do not publicize this effort. Instead, we emphasize our regular walk-in intake times.

SeniorLAW conducts telephone and walk-in intake to meet the different client's needs and preferences. (Some clients prefer the opportunity to consult with a benefit specialist in-person rather than by telephone.) In addition, by separating walk-in interviews and telephone intake, we minimize interruptions and allow the benefit specialists to give full attention to each client. Both SeniorLAW and Legal Action experience has shown that walk-in clients frequently have higher-priority issues than do many telephone callers. In addition, we can handle certain cases more easily through a walk-in intake, particularly those cases involving substantial paperwork. This enables the client and the benefit specialist to review the materials together. We will make special arrangements for home visits or other services if necessary to accommodate the clients' special needs. If a legal emergency exists, we will process a request for assistance immediately.

For current clients, we will continue to make mutually convenient arrangements for personal interviews or telephone calls with the benefit specialist handling their case as needed.

If a weather-related emergency occurs which prevents the Legal Action office from opening or causes it to close early, we will post signs at the office entrances. Staff will make every attempt to notify clients with scheduled appointments of the closing.

4.E. Describe how your agency will serve limited English-speaking clients and clients with hearing and vision impairments. Specifically, describe the number of bilingual staff you employ in the program and your efforts to hire staff whose language abilities will make your program more accessible to Milwaukee County's underserved cultural and ethnic groups.

As of May 2019, Legal Action has 24 bilingual employees in its Milwaukee office, 12 of whom can translate spoken and written communications into Spanish. In addition to Spanish, employees can speak Russian, Ukrainian, French, German, Italian, Yoruba, Tagalog and Norwegian. SeniorLAW also has made efforts to hire staff that speak other languages and does consider language ability as a positive factor in hiring decisions. As positions open, SeniorLAW will continue to seek to employ persons that speak additional or multiple languages. As we described above, Legal Action also has a standing contract with Language Line Services to provide translation services for over 240 languages via the telephone, on an as needed basis. We use interpreters for hearing-impaired persons through the Wisconsin Office of Hearing Impaired or an interpreter preferred by the client. Telephone access for clients who are deaf, hearing- or speech-impaired is also available through the Wisconsin Telecommunication Relay System. We also make service arrangements upon request for vision-impaired clients. SeniorLAW's basic client information handouts, including the client grievance procedures, retainer agreements, the equal opportunity policy and many other handouts, can be prepared in large print and Braille, upon request. We have translated our key forms into Spanish and Hmong to meet the Limited English Proficiency requirements and to help client access.

We publicize this language accessibility via posters and in brochures. For instance, if a non-English speaking or non-Spanish speaking person is seeking services in our office, our language poster says "I speak this language" in 34 different languages. The client simply points to their language, we call the translation service, and the translation service provides a translator for us to communicate with the client. If a non-English speaking or non-Spanish speaking person is seeking services over the phone, we can connect directly to the translation service.

4.F. Describe your agency's efforts to make your program or service accessible to elderly persons who are socially isolated as a result of cultural or linguistic factors.

SeniorLAW has conducted a number of presentations for groups who are socially isolated because of cultural or linguistic factors. We have translated many informational handouts into Spanish. In dealing with client's who speak other languages, we have worked to locate interpreters with whom the clients feel comfortable and ensure that those clients receive the services they require. If no one is available, we will use the Language Line service. As needed, SeniorLAW staff consults with cultural community representatives, such as the Hmong community, to discuss specific issues or needs affecting that community's elderly citizens. Finally, SeniorLAW employs four staff who are bilingual in Spanish and English.

5. Experience

5.A. *Describe your agency's past experience in providing the proposed program or service, including the number of years it has provided this program or service in Milwaukee County. Include information on the number and percentages of older adults, low income, and minority clients served by your agency.*

Legal Action of Wisconsin has been solving Milwaukee County's low-income citizens' civil legal problems since 1968. Legal Action has developed a reputation for aggressive, high-quality representation. During the 1970s, the Commission on Aging began funding Legal Action to provide elderly legal services. Since 1983, SeniorLAW has provided supervising attorney services to Greater Wisconsin Agency on Aging Resources benefits specialists in Racine, Kenosha, Walworth, Waukesha, Ozaukee and Washington Counties. Legal Action is the Legal Services Corporation (LSC) provider in Wisconsin's 39 southern counties, with offices in LaCrosse, Green Bay, Oshkosh, Madison, Racine, and Milwaukee.

In the six full years preceding 2018, Legal Action of Wisconsin's Milwaukee office completed work on behalf of 10,560 seniors. Of those 7,663 received legal help extending beyond information and referral. This constituted 73% of all the cases closed in that time period.

Please refer to 2.0 Narrative Sections 2.E. and 4 for a full description of SeniorLAW's past efforts to serve older adults who have the greatest and economic need. Section 2.E. also presents the number and percentages of low income and minority clients served by SeniorLAW.

5.B. *Provide information on your agency's prior government contracts or service provision. Include the name of the agencies and the contact person(s) who would know the most about your experience in providing the proposed program or service.*

Legal Action is primarily funded by governmental grants/contracts. Below is a current listing of some major ongoing funding agencies and contacts.

<u>Funding Source</u>	<u>Contact</u>	<u>Amount</u>
Legal Services Corporation 3333 K Street NW, 3 rd floor Washington, D.C. 20007	Ronke Hughes Office of Program Performance (202) 295-1625	\$4,419,644 1/1/18- 12/31/18
Wisconsin Department of Corrections 3099 East Washington Ave. P.O. Box 7925 Madison, WI 53707-7925	Mr. Lars Brown Reentry Disabilities Coordinator (608) 240-5016	\$ 1,196,969 7/1/18 – 6/30/19
Wisconsin Trust Account Foundation, Inc. (IOLTA) 825 Williamson Street Suite A Madison, WI 53703	Ms. Rebecca Murray (608) 257-2841	\$ 37,500 (pro hac vice) \$ 499,320 (PILSF) 1/1/18 – 12/31/18 \$351,500 (BOA) 7/1/17 – 12/31/18
Greater WI Agency on Aging Resources, Inc. 2850 Dairy Drive, Suite 200 Madison, Wisconsin 53718	Mr. Robert Kellerman Executive Director (608) 224-6300	\$ 61,017 (Title IIIb) 1/1/18 – 12/31/18 \$ 19,767 (State OCI) 7/1/17 – 6/30/18
Sojourner Family Peace Center, Inc. P.O. Box 080319 Milwaukee, WI 53208	Ms. Liz Marquardt Director of Advocacy Services 414-276-1911	\$249,118 VOCA Subgrants 10/1/17 - 9/30/18
State of Wisconsin Dept. of Justice Office of Crime Victim Services PO Box 7951 Madison WI 53707-7951	Ms. Mary A. Colletti VOCA Grant Specialists (608) 261-8100	\$1,422,665 10/1/17 - 9/30/18

5. C. Describe the extent to which your agency's board of directors or owners reflect the targeted populations to be served under the Older Americans Act, which are "older persons having the greatest economic and/or social need."* Describe the frequency of your

board's meetings and their oversight process for services. Attach a list of the names and addresses of board members as Appendix 3. Additionally, attach as Section 7.0 is a form entitled "Board of Directors: Demographic Summary of Board of Directors/Agency Owners."

Legal Action's governing Board of Directors is responsible for setting agency policy. The Executive Director is responsible for implementing board policy. These policies include: budgets and financial planning; firm-wide substantive/case priorities; personnel policies, including salary plans, collective bargaining agreements, and affirmative action/equal opportunity plans; client eligibility guidelines, including income and asset limits, appeals, and legislative and administrative representation; funding applications; client grievance procedures; and all other necessary firm-wide policies. The Board of Directors is ultimately responsible for Legal Action's Legal Services Corporation and other funding compliance.

Legal Services Corporation regulations establish Legal Action's board composition. These regulations specify "Appointments shall be made so as to insure that the attorney board members reasonably reflect the diversity of the legal community and the population of the areas served by the recipient including race, ethnicity, gender and other similar factors." "At least one-third of the members of the recipient's governing body shall be eligible clients when appointed."

Forty-two members comprise Legal Action's Board of Directors. 60% of board members are attorneys, appointed by state, county or municipal bar associations and 33% are client-eligible persons. As the demographic information presented on the Section 7.0 form demonstrates, Legal Action's Board of Directors contains a broad range of minority representation. As of August 2018, 28% of board members were minority and 51% percent were female. We ask our board members to provide their age voluntarily. From this information, we estimate that seven board members are age sixty or older. Board of Directors meets at a minimum of four times per year. An Executive Committee consisting of fifteen members may act on matters between full meetings of the Board.

6. Administrative Ability

6.A. Describe the special certifications or licenses that your agency currently possesses or plans to obtain to provide the proposed program or service. Refer to Section VI, Program Service Guidelines/ Specifications for the specific requirements for your proposed program or service.

All SeniorLAW attorneys are licensed to practice law in Wisconsin. We attach SeniorLAW attorney resumes as Appendix 13.

6.B. Outline your agency's current or proposed 2019 insurance and bonding coverage.

Legal Action currently maintains the following insurance coverage and will maintain this coverage level in 2018, although the carriers may change:

<u>COVERAGE</u>	<u>COVERAGE LIMIT</u>
<u>Workers Compensation</u> CNA Insurance Companies Valley Forge Insurance Company Policy # WC60111211293	\$500,000/\$500,000/\$500,000
<u>Comprehensive General Liability and Bodily Injury & Property Damage</u> <u>Non-owned Automobile</u> CNA Insurance Companies National Fire Insurance Company of Hartford Policy #CNP6011211231	\$2,000,000
<u>Employee Dishonesty Coverage</u> CNA Insurance Companies National Fire Insurance Company of Hartford Policy #CNP6011211231	\$500,000
<u>Professional Liability Insurance</u> AIX Specialty Insurance Company Policy # L1A9000316 07	\$1,000,000/\$1,000,000

Appendix 8 contains insurance policy documentation. Milwaukee County is listed as an additional insured.

6.C. Describe your agency's experience in meeting federal, state, and county administrative requirements. Provide any additional information about contact persons from any governmental agencies who may be able to address your agency's experience.

Legal Action provides an effective, successful, and experienced administrative structure to SeniorLAW. The Commission on Aging has been funding Legal Action's SeniorLAW project to provide senior's legal services since the 1970s.

Legal Action has consistently provided thorough and diligent administration of governmental programs. Legal Action's highly skilled and experienced administrative staff implement and administer approximately \$11.1 million in grants and contracts annually, including SeniorLAW's funding sources. The experienced accounting staff with four core members, develop and utilize integrated, sophisticated software to produce timely and accurate financial and service reports. (Contact persons listed under Section 5(B) above can provide additional information on Legal Action's past administrative performance.)

Because Legal Action has received funding from the Legal Services Corporation (or its predecessor) for more than 50 years, it is uniquely qualified to assure, as required by item 1n. of the contract requirements, Legal Services Corporation Act compliance. These regulations govern fee-generating cases, appeals, class actions, the Hatch Act, legislative advocacy, and client grievance procedures, among other things. Legal Action, as the LSC grantee, is readily able to comply with the Older Americans Act requirement that legal assistance delivery be coordinated with the LSC grantee and to assure that OAA legal assistance does not supplant existing legal services efforts.

6.D. Describe your progress in resolving any problem areas identified in your most recent independent financial audit or Department on Aging program assessment.

In March 2019, the Coleman & Williams, Ltd. accounting firm performed Legal Action's annual audit. The auditors found no material weaknesses within Legal Action's accounting and internal control structure. They conducted the audit in accordance with the Office of Management and Budget Circular A-133 "Audits of State, Local Government and Non-Profit Organizations."

6.E. Attach a copy of your agency-wide budget as Appendix 5.

A copy of the most recent firmwide 2019 budget is attached as Appendix 5.

6.F. Attach a copy of your most recent independent financial audit report or financial statement as Appendix 6. If your agency has already submitted a copy of your most recent financial audit to the Department on Aging, please indicate that in this section and do not include an additional copy of the audit report.

Legal Action submitted its year-end audit report to MDOA on May 13, 2019.

6.G. Attach as part of Exhibit 1, signed copies of Section 5.0, Terms, Conditions and Assurances, and Section 6.0 Equal employment Opportunities for Milwaukee County Contracts.

Attached as part of Exhibit 1 are signed copies of Section 5.0, Terms, Conditions, and Assurances and 6.0, Equal Employment Opportunity for Milwaukee County Contracts.

7. Program Outcomes and Quality Assurance

7.A. Describe the methods your agency will use to measure program outcomes as identified in Program/Service Guidelines or Specifications.

Program outcomes are measured in a number of ways. SeniorLAW employs a sophisticated database, where information about client contact, services and outcomes are entered for every client of SeniorLAW. SeniorLAW uses closing codes, outcome codes, and case notes to document the work done on and the outcome of a case. As part of the case closing procedure, the SeniorLAW Project Director reviews every case for complete and accurate closing information, which includes outcome information for every client. In addition, the Project Director tracks events on his calendar to ensure that Benefit Specialists are completing Other Services Reports (OSR), an LSC form which allows advocates to document time spent in the community on non-case-specific matters. These OSR forms are also used as the basis for quarterly SHIP activity reporting.

7. B. Describe how your agency conducts quality assurance, including your internal methods of measuring service quality and determining ways to improve service.

SeniorLAW maintains a comprehensive staff supervision system. The SeniorLAW Project Director and SeniorLAW attorneys discuss cases, review case files, and provide direction on specific benefit specialists' cases. The SeniorLAW Project Director also reviews each case file before we close a case. In addition, SeniorLAW staff discusses all new potential cases at a weekly staff meeting. The SeniorLAW Project Director reviews the SeniorLAW attorneys' case files on at least a quarterly basis. The SeniorLAW Project Director conducts case reviews on an up-to-weekly basis with newer Benefit Specialists. SeniorLAW uses its client database to monitor case progress and client communication. If a case appears to have no recent activity, the Managing Attorney reviews the case to ensure that we are communicating with the client and making progress.

7.C. Describe the methods your agency uses to obtain consumer input or feedback, such as client satisfaction surveys, client advisory committees, or other program evaluation activities.

We obtain consumer input and client feedback through several mechanisms. Consumers serve on Legal Action's Board of Directors and Community Advisory Committees. We study client service requests and case-type and intake trends.

SeniorLAW sends out client satisfaction surveys on at least an annual basis. Surveys were sent out to about 200 clients in early 2019. Results of the bulk surveys are provided to the Department.

SeniorLAW also mails out its own anonymous client satisfaction survey for elder abuse clients of the SeniorLAW VOCA project.

Legal Action completed an extensive Community Needs Assessment process in June 2016. Utilizing this latest client needs assessment data, Legal Action is updating its current firmwide long-term strategic plan. Each year, Legal Action's board and management staff gather all the information that these mechanisms garner and review and update (if necessary) the Priority Plan.

7.D. Describe your agency's client grievance procedure.

Appendix 9 is Legal Action's client grievance procedure.

7.E. Describe how your agency involves or will involve consumers of your services, especially low income and minority persons, in policy decisions regarding the services your agency provides to older adults.

Legal Action's Board of Directors make policy decisions for the firm and approximately 28% of Legal Action's Board of Directors are client-eligible persons. The board actively participates in priority decisions for Legal Action.

8. Coordination Activities

8.A. Describe your agency's current or proposed linkages with major social service providers and volunteer organizations that serve older people.

SeniorLAW is committed to expanding collaborative efforts and linkages because they strengthen our own advocacy efforts, they are the best strategy for increasing advocacy resources, and they strengthen the entire senior service delivery system. SeniorLAW's most important links are:

MDOA Aging Resource Center - We will continue to work with I&A staff to develop an ongoing in-service program to improve their substantive knowledge and improve referrals.

We make referrals when we believe that a senior would benefit from additional services and the resource center can make an appropriate referral. We rely on their expertise and knowledge when an individual needs a non-legal referral.

MDOA Elder Abuse Unit - Our VOCA attorney and Benefit Specialist actively participate in I-Team meetings to discuss elder abuse issues and cases. They accept referrals from and talk regularly with Elder Abuse Unit staff to coordinate services and resolve client problems.

Volunteer Lawyer Project - SeniorLAW maintains a direct referral link with this project. This direct link means that some seniors do not have to go through a second intake process to get a volunteer lawyer.

Sojourner Family Peace Center/Women's Center - SeniorLAW's ERP attorneys have (at least) weekly contact with their staff. They take direct referrals from them when a senior is in an abusive situation. They work closely with their staff to help elder abuse victims.

Aging Consortium - One SeniorLAW staffer (Director or Benefit Specialist) participates in monthly Consortium meetings when available.

8.B. Describe how your agency will assist clients of the proposed program or service to take advantage of benefits under other programs.

Coordination with Other Agencies: SeniorLAW staff members maintain regular contact with other agencies and frequently make referrals to other agencies/programs. When necessary, SeniorLAW staff will facilitate the referral by helping the client contact the agency or by completing the agency's application. SeniorLAW maintains a list of community resources and public benefits available to older persons and will inform clients about these resources and benefits. SeniorLAW will participate in Milwaukee Aging Consortium, Latino Aging Network, African American Aging Network and other Commission on Aging initiatives.

SeniorLAW will maintain contact with other Department on Aging and Aging Network programs and services and will exchange referrals and ensure coordinated advocacy for clients requiring multi-agency assistance. These agencies and programs include The Aging Resource Center, the Board of Aging and Long-Term Care, AARP, Social Development Commission, Aurora Family Service of Milwaukee, and others.

Coordination with other legal resources including Private Bar:

SeniorLAW goes beyond coordination; instead, we fully integrate senior's legal services into Wisconsin's "other legal resources" (Legal Action being Wisconsin's biggest "other legal resource") by including SeniorLAW within Legal Action. Legal Action operates the state's largest and most extensive volunteer lawyer's network (the Volunteer Lawyers Project or VLP.) The VLP maintains a panel of attorneys willing to handle cases on a *pro bono* basis for eligible clients. The VLP works with the State Bar of Wisconsin, the Milwaukee Bar Association, the Women Lawyers Association, the African-American Bar Association, the Milwaukee Young Lawyers Association, and the Hispanic Lawyers Association to recruit volunteers, to expand client services, and to develop specialized projects to solve client groups' unique legal needs. VLP provides free training and malpractice insurance to volunteer attorneys, making it an attractive vehicle for private lawyers to volunteer.

If a client needs legal help beyond SeniorLAW's resources or abilities, we will make direct VLP referrals. This direct referral relationship ensures that clients do not have to complete a second intake process or return for a second visit.

Specifically, for 2020, SeniorLAW will:

Ensure that VLP provides services to 40 seniors living in Milwaukee County in 2019.

Provide elder law Continuing Legal Education (CLE) training at the annual VLP training.

When a client is not eligible for the VLP (because they are over income or the legal issue is outside the VLP's scope,) we will help the senior contact the Milwaukee Bar Association's Lawyer Referral Service. Legal Action's other offices in Racine, Oshkosh, Green Bay, Madison, and La Crosse further facilitate communication and resources when a client needs help in other parts of the state. SeniorLAW staff also make appropriate referrals to the Benefit Specialists in portions of the State that are not supervised by our office.

Coordination with MDOA Units:

SeniorLAW will maintain contact with other Department on Aging and Aging Network programs and services and will exchange referrals and ensure coordinated advocacy for clients requiring multi-agency assistance. These agencies and programs include The Aging Resource Center, the Board of Aging and Long-Term Care, AARP, Social Development Commission, Aurora Family Service of Milwaukee, and others.

The Elder Rights Project (ERP) also provides an ongoing example of our coordinated advocacy. This project helps elder abuse victims solve their civil legal problems. The ERP Project attorneys work very closely with the MDOA Elder Abuse unit to help elder abuse victims.

8.D. Outline your agency's procedures for notifying appropriate officials about any conditions or circumstances that place an older person in immediate danger.

Notification to appropriate officials will be done only with the consent of the older person and in compliance with the Code of Professional Responsibility for Attorneys, Supreme Court Rules Chapter 20. Appropriate officials would include law enforcement personnel, medical personnel, the Elder Abuse Reporting Service, and any other official able to intervene in a meaningful way.

8.E. Describe your agency's efforts to assist clients who are not American Citizens to obtain citizenship, including your efforts to work with agencies that assist persons in obtaining citizenship.

SeniorLAW will provide information and referrals to LSC-eligible elders seeking to become U.S. citizens. SeniorLAW will also provide information to eligible clients and to other elder-serving agencies about immigration and citizenship status effects on elders' public benefits eligibility.

8.F. Emergency Plan Requirement

Under a plan adopted by the Milwaukee County Commission on Aging, the Department on Aging is responsible for coordinating services to frail, at risk elders served by the Department's contracted services. Service providers must participate in the development and implementation of the coordinated emergency preparedness plan.

SeniorLAW has developed an emergency plan for maintaining the provision of services to older adults in the event of emergency. A copy of the 2020 emergency plan is attached to

this proposal as Appendix 14. As requested by the Department, SeniorLAW will participate in the development and implementation of the coordinated emergency preparedness plan.

9. Budget Justification

9.A. See 4.0 Budget Summary and 4.0 Budget Summary Instructions on page 9 of this document for details.

9.B. There must be a 4.0 Budget Summary for each funding source that funds your grant. For example, if you receive III-B and III-C1 monies, you should have a 4.0 form for each.

See 4.0 Budget Summary

3.0 Program Staffing Information - Positions Funded by Department on Aging, Match or Other Resources

A. Position Title	B. % Full Time Employment	C. Wages and Salary Subtotal \$	D. Fringe Benefit Subtotal \$	E. Total All (C&D)	F. Staff Demographics (Check all that apply)						
					Female	Minority	Disabled	Age 45 - 54	Age 55 - 64	Age 65 - 74	Age 75+
					Supervising Attorney	98.50%	\$77,828	\$38,697	\$116,525	0	0
Project Attorney	26.03%	\$17,412	\$2,483	\$19,895	1	0	0	0	1	0	0
Project Attorney	100.00%	\$50,894	\$15,121	\$66,015	1	0	0	0	0	0	0
Project Attorney	2.00%	\$2,412	\$888	\$3,300	0	0	0	0	0	1	0
Paralegal	100.00%	\$50,819	\$35,835	\$86,653	1	1	0	1	0	0	0
Paralegal	85.43%	\$42,139	\$30,457	\$72,596	0	0	0	0	0	0	0
Paralegal	0.00%	\$0	\$0	\$0							
Legal Sec	0.00%	\$0	\$0	\$0							
Total:	411.96%	\$241,505	\$123,480	\$364,984	3	1	0	1	1	1	0

Note: Total wages/salaries and fringe benefits for all staff positions (Column E of 3.0 of Program Staffing information) should equal the total wage and fringe on Column 6 of the 4.0 Budget Summary, Personnel Subtotal.

Itemize below the percentage of agency fringe benefit costs:

OASDI & Medicare	7.65%
Unemployment Compensation	0.39%
Pension - 401(k)	3.35% (for eligible employees)
Workers Compensation	0.17%
Professional Liability	0.16%
Section 125 Cafeteria Plan	0.06%
Health Insurance	See schedule attached to 4.0 Budget Summary
Dental Insurance	See schedule attached to 4.0 Budget Summary
Life Insurance	See schedule attached to 4.0 Budget Summary

Footnotes:

Includes the following:

Grant Program		Salary Costs	Fringe Costs	Total
Title IIIb 2019	01/20-12/20	91,558	36,051	127,608
SBSC 2019	01/20-12/20	53,630	33,859	87,488
SBSC-AAA 2019	01/20-12/20	14,632	4,347	18,979
MIPPA 2019	04/20-09/20	12,265	3,644	15,910
SHIP 18-19	04/19-03/20	9,145	6,610	15,755
SHIP 19-20	04/20-03/21	18,350	13,263	31,613
Milw Cnty OCI MMA 18-19	07/19-06/20	11,993	8,457	20,450
Milw Cnty OCI MMA 19-20	07/20-06/21	11,983	8,450	20,433
Other Funds for Match		17,948	8,800	26,748
TOTAL		241,505	123,480	364,984

Section 3.A

The following staff will be assigned to the SeniorLAW Project

Position Title	Title IIB 2020	SBSC 2020	SBSC-AAA 2020	MIPPA 2020	SHIP 19-20 4/1/2019-3/31/2020	SHIP 20-21 4/1/2020-3/31/2021	Milw Cnty OCI MMA		Milw Cnty OCI MMA		GWAAR Title IIB 2020	GWAAR SPAP 19-20		GWAAR Model h 18-19 10/1/201	Match MCDCA 510 & 520	MATCH GWAAR 540	Total Services (FTE)
							18-19 7/1/2019-6/30/2020	19-20 7/1/2020-6/30/2021	07/19-06/20	07/20-06/21		07/19-06/20	07/20-06/21				
Managing Atty (1)	0.71	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Sup Atty (1)	0.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.52	0.11	0.11	0.00	0.03	0.00	0.00	1.00
Attorneys (2)	0.39	0.00	0.29	0.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	1.02
Paralegals (2)	0.00	0.67	0.00	0.00	0.19	0.37	0.24	0.24	0.00	0.00	0.00	0.00	0.00	0.15	0.04	0.00	1.90
Subtotals (6)	1.33	0.92	0.29	0.24	0.19	0.37	0.24	0.24	0.00	0.54	0.11	0.11	0.00	0.31	0.04	0.00	4.92
Legal Sec (0)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Staffing (6)	1.33	0.92	0.29	0.24	0.19	0.37	0.24	0.24	0.00	0.54	0.11	0.11	0.00	0.31	0.04	0.00	4.92

In summary, the FTE's are supported by the following funds:

FTE	Salaries & Benefits Funded	Period
1.334	127,608	01/20-12/20
0.922	87,488	01/20-12/20
0.288	16,979	01/20-12/20
0.241	15,910	04/20-09/20
0.185	15,755	04/19-03/20
0.372	31,613	04/20-03/21
0.236	20,450	07/19-06/20
0.236	20,433	07/20-06/21
3.814	335,236	
0.306	25,748	
4.120	364,984	01/20-12/20
0.539	41,810	01/20-12/20
0.108	8,251	07/19-06/20
0.108	8,251	07/20-06/21
0.000	0	10/19-09/20
0.042	3,531	01/20-12/20
0.796	61,843	
4.916	425,827	

0

3.1 Program Staffing Information: Wage and Benefits

Please list each individual separately, using as many copies of this form as needed.

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Fringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
Supervising Attorney	40	\$ 79,014	\$ 37.99	Health Insurance	X	Ozaukee
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
Project Attorney	40	\$ 66,894	\$ 32.16	Health Insurance	Waived	Waukesha
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
Project Attorney	40	\$ 50,894	\$ 24.47	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
Project Attorney	40	\$ 120,614	\$ 57.99	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
Paralegal	40	\$ 50,819	\$ 24.43	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
Paralegal	40	\$ 49,328	\$ 23.72	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
Paralegal	40	\$ -	\$ -	Health Insurance	X	
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
Legal Sec	40	\$ -	\$ -	Health Insurance	X	
				Dental Insurance	X	
				Life Insurance	X	
<hr/>						
				Health Insurance		
				Dental Insurance		
				Life Insurance		
<hr/>						
				Health Insurance		
				Dental Insurance		
				Life Insurance		

4.0 Budget Summary

Contract Period 1/1/2020-12/31/2020

Provider Name Legal Action of Wisconsin, Inc.

Program/Service Title III b

()

ITEM	1	2	3	4	5	6
	Department on Aging Request	Budget Revisions	Non-Federal Match (10% of program costs) Cash In-Kind		Program Revenue	All Other Resources
1. PERSONNEL						
A. Wages & Salary	\$91,558	\$0	\$9,901			\$101,459
B. Fringe (%)	\$36,051	\$0	\$4,854			\$40,905
C. Other (Describe)	\$0	\$0	\$0			\$0
SUBTOTAL	\$127,608	\$0	\$14,755	\$0	\$0	\$142,364
2. TRAVEL EXPENSES						
A. Local	\$1,500	\$0	\$0			\$1,500
B. Out of Town	\$0	\$0	\$0			\$0
SUBTOTAL	\$1,500	\$0	\$0	\$0	\$0	\$1,500
3. FACILITIES EXPENSE						
A. Rent	\$2,881	\$0	\$312			\$3,192
B. Utilities	\$668	\$0	\$72			\$741
C. Other (Describe)	\$170	\$0	\$18			\$189
SUBTOTAL	\$3,719	\$0	\$402	\$0	\$0	\$4,121
4. OPERATING EXPENSES						
A. Office Supplies	\$1,279	\$0	\$138			\$1,417
B. Consumable Supplies	\$0	\$0	\$0			\$0
C. Telephone	\$1,305	\$0	\$141			\$1,446
D. Postage	\$267	\$0	\$29			\$296
E. Equipment	\$583	\$0	\$63			\$646
F. Other (Describe)	\$953	\$0	\$103			\$1,056
SUBTOTAL	\$4,388	\$0	\$474	\$0	\$0	\$4,862
5. MISCELLANEOUS						
A. Staff Training	\$1,000	\$0	\$0			\$1,000
B. Consultant Fees	\$0	\$0	\$0			\$0
C. Audit	\$149	\$0	\$16			\$165
D. Other (Describe)	\$3,667	\$0	\$132			\$3,799
SUBTOTAL	\$4,816	\$0	\$148	\$0	\$0	\$4,964
6. INDIRECT COSTS						
A. Indirect Costs (Form 4)	\$13,915		\$1,547			\$15,462
B. Other (Describe)	\$0		\$0			\$0
SUBTOTAL	\$13,915	\$0	\$1,547	\$0	\$0	\$15,462
7. COLUMN TOTALS FOR						
ALL COSTS	\$155,946	\$0	\$17,327	\$0	\$0	\$173,273
8. TOTAL NON-FEDERAL			\$17,327	\$0		\$17,327
9. PROFIT FACTOR	N/A				N/A	N/A

*Provide source of Non-federal Cash Match or description of In-Kind Match

See Attachment A. Source is expenses supported by Legal Services Corporation grant.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs>)

4.0 Budget Summary

Contract Period 1/1/2020-12/31/2020

Provider Name Legal Action of Wisconsin, Inc.

Program/Service State Benefit Specialist

()

ITEM	1	2	3	4	5	6	
	Department on Aging Request	Budget Revisions	Non-Federal Match (10% of program costs)		Program Revenue	All Other Resources	Total
			Cash	In-Kind			
1. PERSONNEL							
A. Wages & Salary	\$53,630	\$0	\$6,581			\$60,211	
B. Fringe (%)	\$33,859	\$0	\$3,227			\$37,085	
C. Other (Describe)	\$0	\$0	\$0			\$0	
SUBTOTAL	\$87,488	\$0	\$9,808	\$0	\$0	\$97,296	
2. TRAVEL EXPENSES							
A. Local	\$500	\$0	\$0			\$500	
B. Out of Town	\$0	\$0	\$0			\$0	
SUBTOTAL	\$500	\$0	\$0	\$0	\$0	\$500	
3. FACILITIES EXPENSE							
A. Rent	\$1,687	\$0	\$207			\$1,894	
B. Utilities	\$392	\$0	\$48			\$440	
C. Other (Describe)	\$100	\$0	\$12			\$112	
SUBTOTAL	\$2,179	\$0	\$267	\$0	\$0	\$2,446	
4. OPERATING EXPENSES							
A. Office Supplies	\$749	\$0	\$92			\$841	
B. Consumable Supplies	\$0	\$0	\$0			\$0	
C. Telephone	\$765	\$0	\$94			\$858	
D. Postage	\$157	\$0	\$19			\$176	
E. Equipment	\$342	\$0	\$42			\$384	
F. Other (Describe)	\$558	\$0	\$68			\$627	
SUBTOTAL	\$2,570	\$0	\$315	\$0	\$0	\$2,885	
5. MISCELLANEOUS							
A. Staff Training	\$194	\$0	\$0			\$194	
B. Consultant Fees	\$0	\$0	\$0			\$0	
C. Audit	\$87	\$0	\$11			\$98	
D. Other (Describe)	\$1,366	\$0	\$88			\$1,454	
SUBTOTAL	\$1,647	\$0	\$99	\$0	\$0	\$1,746	
6. INDIRECT COSTS							
A. Indirect Costs (Form 4	\$9,270		\$1,028			\$10,298	
B. Other (Describe)	\$0		\$0			\$0	
SUBTOTAL	\$9,270	\$0	\$1,028	\$0	\$0	\$10,298	
7. COLUMN TOTALS FOR							
ALL COSTS	\$103,654	\$0	\$11,517	\$0	\$0	\$115,171	
8. TOTAL NON-FEDERAL			\$11,517	\$0		\$11,517	
9. PROFIT FACTOR	N/A	N/A			N/A	N/A	

*Provide source of Non-federal Cash Match or description of In-Kind Match

See Attachment A. Source is expenses supported by Legal Services Corporation grant.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs>)

4.0 Budget Summary

Contract Period 1/1/2020-12/31/2020

Provider Name Legal Action of Wisconsin, Inc.

Program/Service AAA Benefit Specialist

()

ITEM	1	2	3	4	5	6	
	Department on Aging Request	Budget Revisions	Non-Federal Match (10% of program costs)		Program Revenue	All Other Resources	Total
			Cash	In-Kind			
1. PERSONNEL							
A. Wages & Salary	\$14,632	\$0	\$1,466			\$16,098	
B. Fringe (%)	\$4,347	\$0	\$719			\$5,066	
C. Other (Describe)	\$0	\$0	\$0			\$0	
SUBTOTAL	\$18,979	\$0	\$2,185	\$0	\$0	\$21,164	
2. TRAVEL EXPENSES							
A. Local	\$200	\$0	\$0			\$200	
B. Out of Town	\$0	\$0	\$0			\$0	
SUBTOTAL	\$200	\$0	\$0	\$0	\$0	\$200	
3. FACILITIES EXPENSE							
A. Rent	\$460	\$0	\$46			\$506	
B. Utilities	\$107	\$0	\$11			\$118	
C. Other (Describe)	\$27	\$0	\$3			\$30	
SUBTOTAL	\$594	\$0	\$60	\$0	\$0	\$654	
4. OPERATING EXPENSES							
A. Office Supplies	\$204	\$0	\$20			\$225	
B. Consumable Supplies	\$0	\$0	\$0			\$0	
C. Telephone	\$209	\$0	\$21			\$229	
D. Postage	\$43	\$0	\$4			\$47	
E. Equipment	\$93	\$0	\$9			\$103	
F. Other (Describe)	\$152	\$0	\$15			\$168	
SUBTOTAL	\$701	\$0	\$70	\$0	\$0	\$771	
5. MISCELLANEOUS							
A. Staff Training	\$106	\$0	\$0			\$106	
B. Consultant Fees	\$0	\$0	\$0			\$0	
C. Audit	\$24	\$0	\$2			\$26	
D. Other (Describe)	\$428	\$0	\$20			\$448	
SUBTOTAL	\$558	\$0	\$22	\$0	\$0	\$580	
6. INDIRECT COSTS							
A. Indirect Costs (Form 4)	\$2,057		\$229			\$2,286	
B. Other (Describe)	\$0		\$0			\$0	
SUBTOTAL	\$2,057	\$0	\$229	\$0	\$0	\$2,286	
7. COLUMN TOTALS FOR							
ALL COSTS	\$23,090	\$0	\$2,566	\$0	\$0	\$25,656	
8. TOTAL NON-FEDERAL			\$2,566	\$0		\$2,566	
9. PROFIT FACTOR	N/A	N/A			N/A	N/A	

*Provide source of Non-federal Cash Match or description of In-Kind Match

See Attachment A. Source is expenses supported by Legal Services Corporation grant.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs>)

4.0 Budget Summary

Contract Period 4/1/2020-9/30/2020

Provider Name Legal Action of Wisconsin, Inc.

Program/Service MIPPA
()

ITEM	1		2		3	4	5	6
	Department on Aging Request	Budget Revisions	Non-Federal Match (10% of program costs)		Program Revenue	All Other Resources	Total	
			Cash	In-Kind				
1. PERSONNEL								
A. Wages & Salary	\$12,265	\$0						\$12,265
B. Fringe (%)	\$3,644	\$0						\$3,644
C. Other (Describe)	\$0	\$0						\$0
SUBTOTAL	\$15,910	\$0	\$0	\$0	\$0	\$0	\$0	\$15,910
2. TRAVEL EXPENSES								
A. Local	\$0	\$0						\$0
B. Out of Town	\$0	\$0						\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. FACILITIES EXPENSE								
A. Rent	\$386	\$0						\$386
B. Utilities	\$90	\$0						\$90
C. Other (Describe)	\$23	\$0						\$23
SUBTOTAL	\$498	\$0	\$0	\$0	\$0	\$0	\$0	\$498
4. OPERATING EXPENSES								
A. Office Supplies	\$171	\$0						\$171
B. Consumable Supplies	\$0	\$0						\$0
C. Telephone	\$175	\$0						\$175
D. Postage	\$36	\$0						\$36
E. Equipment	\$78	\$0						\$78
F. Other (Describe)	\$128	\$0						\$128
SUBTOTAL	\$588	\$0	\$0	\$0	\$0	\$0	\$0	\$588
5. MISCELLANEOUS								
A. Staff Training	\$0	\$0						\$0
B. Consultant Fees	\$0	\$0						\$0
C. Audit	\$20	\$0						\$20
D. Other (Describe)	\$292	\$0						\$292
SUBTOTAL	\$312	\$0	\$0	\$0	\$0	\$0	\$0	\$312
6. INDIRECT COSTS								
A. Indirect Costs (Form 4	\$1,692	\$0						\$1,692
B. Other (Describe)	\$0	\$0						\$0
SUBTOTAL	\$1,692	\$0	\$0	\$0	\$0	\$0	\$0	\$1,692
7. COLUMN TOTALS FOR								
ALL COSTS	\$19,000	\$0	\$0	\$0	\$0	\$0	\$0	\$19,000
8. TOTAL NON-FEDERAL			\$0	\$0				\$0
9. PROFIT FACTOR	N/A						N/A	N/A

*Provide source of Non-federal Cash Match or description of In-Kind Match

See note 7 attached.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs>)

4.0 Budget Summary

Contract Period 1/1/2020-3/31/2020

Provider Name Legal Action of Wisconsin, Inc.

Program/Service SHIP
()

ITEM	1	2	3	4	5	6	
	Department on Aging Request	Budget Revisions	Non-Federal Match (10% of program costs) Cash In-Kind		Program Revenue	All Other Resources	Total
1. PERSONNEL							
A. Wages & Salary	\$9,145	\$0					\$9,145
B. Fringe (%)	\$6,610	\$0					\$6,610
C. Other (Describe)	\$0	\$0					\$0
SUBTOTAL	\$15,755	\$0	\$0	\$0	\$0	\$0	\$15,755
2. TRAVEL EXPENSES							
A. Local	\$0	\$0					\$0
B. Out of Town	\$0	\$0					\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. FACILITIES EXPENSE							
A. Rent	\$288	\$0					\$288
B. Utilities	\$67	\$0					\$67
C. Other (Describe)	\$17	\$0					\$17
SUBTOTAL	\$371	\$0	\$0	\$0	\$0	\$0	\$371
4. OPERATING EXPENSES							
A. Office Supplies	\$128	\$0					\$128
B. Consumable Supplies	\$0	\$0					\$0
C. Telephone	\$130	\$0					\$130
D. Postage	\$27	\$0					\$27
E. Equipment	\$58	\$0					\$58
F. Other (Describe)	\$95	\$0					\$95
SUBTOTAL	\$438	\$0	\$0	\$0	\$0	\$0	\$438
5. MISCELLANEOUS							
A. Staff Training	\$0	\$0					\$0
B. Consultant Fees	\$0	\$0					\$0
C. Audit	\$15	\$0					\$15
D. Other (Describe)	\$253	\$0					\$253
SUBTOTAL	\$267	\$0	\$0	\$0	\$0	\$0	\$267
6. INDIRECT COSTS							
A. Indirect Costs (Form 4)	\$1,654	\$0					\$1,654
B. Other (Describe)	\$0	\$0					\$0
SUBTOTAL	\$1,654	\$0	\$0	\$0	\$0	\$0	\$1,654
7. COLUMN TOTALS FOR							
ALL COSTS	\$18,487	\$0	\$0	\$0	\$0	\$0	\$18,487
8. TOTAL NON-FEDERAL							
			\$0	\$0			\$0
9. PROFIT FACTOR							
	N/A				N/A		N/A

*Provide source of Non-federal Cash Match or description of In-Kind Match

N/A: Match is not required.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs>)

4.0 Budget Summary

Contract Period 4/1/2020-12/31/2020

Provider Name Legal Action of Wisconsin, Inc.

Program/Service State Health Insurance Assistance Program

()

ITEM	1	2	3	4	5	6	
	Department on Aging Request	Budget Revisions	Non-Federal Match (10% of program costs)		Program Revenue	All Other Resources	Total
			Cash	In-Kind			
1. PERSONNEL							
A. Wages & Salary	\$18,350	\$0					\$18,350
B. Fringe (%)	\$13,263	\$0					\$13,263
C. Other (Describe)	\$0	\$0					\$0
SUBTOTAL	\$31,613	\$0	\$0	\$0	\$0	\$0	\$31,613
2. TRAVEL EXPENSES							
A. Local	\$0	\$0					\$0
B. Out of Town	\$0	\$0					\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. FACILITIES EXPENSE							
A. Rent	\$577	\$0					\$577
B. Utilities	\$134	\$0					\$134
C. Other (Describe)	\$34	\$0					\$34
SUBTOTAL	\$745	\$0	\$0	\$0	\$0	\$0	\$745
4. OPERATING EXPENSES							
A. Office Supplies	\$256	\$0					\$256
B. Consumable Supplies	\$0	\$0					\$0
C. Telephone	\$262	\$0					\$262
D. Postage	\$54	\$0					\$54
E. Equipment	\$117	\$0					\$117
F. Other (Describe)	\$191	\$0					\$191
SUBTOTAL	\$879	\$0	\$0	\$0	\$0	\$0	\$879
5. MISCELLANEOUS							
A. Staff Training	\$0	\$0					\$0
B. Consultant Fees	\$0	\$0					\$0
C. Audit	\$30	\$0					\$30
D. Other (Describe)	\$422	\$0					\$422
SUBTOTAL	\$452	\$0	\$0	\$0	\$0	\$0	\$452
6. INDIRECT COSTS							
A. Indirect Costs (Form 4)	\$3,311	\$0					\$3,311
B. Other (Describe)	\$0	\$0					\$0
SUBTOTAL	\$3,311	\$0	\$0	\$0	\$0	\$0	\$3,311
7. COLUMN TOTALS FOR							
ALL COSTS	\$37,000	\$0	\$0	\$0	\$0	\$0	\$37,000
8. TOTAL NON-FEDERAL							
			\$0	\$0			\$0
9. PROFIT FACTOR							
	N/A					N/A	N/A

*Provide source of Non-federal Cash Match or description of In-Kind Match

See note 7 attached.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs->

4.0 Budget Summary

Contract Period 1/1/2020-6/30/2020

Provider Name Legal Action of Wisconsin, Inc.

Program/Service State OCI MMA

()

ITEM	1	2	3	4	5	6
	Department on Aging Request	Budget Revisions	Non-Federal Match (10% of program costs) Cash In-Kind		Program Revenue	All Other Resources
1. PERSONNEL						
A. Wages & Salary	\$11,993	\$0				\$11,993
B. Fringe (%)	\$8,457	\$0				\$8,457
C. Other (Describe)	\$0	\$0				\$0
SUBTOTAL	\$20,450	\$0	\$0	\$0	\$0	\$20,450
2. TRAVEL EXPENSES						
A. Local	\$0	\$0				\$0
B. Out of Town	\$0	\$0				\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0
3. FACILITIES EXPENSE						
A. Rent	\$377	\$0				\$377
B. Utilities	\$88	\$0				\$88
C. Other (Describe)	\$22	\$0				\$22
SUBTOTAL	\$487	\$0	\$0	\$0	\$0	\$487
4. OPERATING EXPENSES						
A. Office Supplies	\$167	\$0				\$167
B. Consumable Supplies	\$0	\$0				\$0
C. Telephone	\$171	\$0				\$171
D. Postage	\$35	\$0				\$35
E. Equipment	\$76	\$0				\$76
F. Other (Describe)	\$125	\$0				\$125
SUBTOTAL	\$575	\$0	\$0	\$0	\$0	\$575
5. MISCELLANEOUS						
A. Staff Training	\$0	\$0				\$0
B. Consultant Fees	\$0	\$0				\$0
C. Audit	\$20	\$0				\$20
D. Other (Describe)	\$280	\$0				\$280
SUBTOTAL	\$299	\$0	\$0	\$0	\$0	\$299
6. INDIRECT COSTS						
A. Indirect Costs (Form 4)	\$2,143					\$2,143
B. Other (Describe)	\$0					\$0
SUBTOTAL	\$2,143	\$0	\$0	\$0	\$0	\$2,143
7. COLUMN TOTALS FOR						
ALL COSTS	\$23,955	\$0	\$0	\$0	\$0	\$23,955
8. TOTAL NON-FEDERAL			\$0	\$0		\$0
9. PROFIT FACTOR	N/A				N/A	N/A

*Provide source of Non-federal Cash Match or description of In-Kind Match

N/A: Match is not required.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs>)

4.0 Budget Summary

Contract Period 7/1/2020-12/31/2020Provider Name Legal Action of Wisconsin, Inc.Program/Service State OCI MMA

0

ITEM	1	2	3	4	5	6	
	Department	Budget	Non-Federal Match		Program	All	Total
	on Aging	Revisions	(10% of program costs)	Revenue	Other		
Request		Cash	In-Kind		Resources		
1. PERSONNEL							
A. Wages & Salary	\$11,983	\$0				\$11,983	
B. Fringe (_ %)	\$8,450	\$0				\$8,450	
C. Other (Describe)	\$0	\$0				\$0	
SUBTOTAL	\$20,433	\$0	\$0	\$0	\$0	\$20,433	
2. TRAVEL EXPENSES							
A. Local	\$0	\$0				\$0	
B. Out of Town	\$0	\$0				\$0	
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	
3. FACILITIES EXPENSE							
A. Rent	\$377	\$0				\$377	
B. Utilities	\$87	\$0				\$87	
C. Other (Describe)	\$22	\$0				\$22	
SUBTOTAL	\$487	\$0	\$0	\$0	\$0	\$487	
4. OPERATING EXPENSES							
A. Office Supplies	\$167	\$0				\$167	
B. Consumable Supplies	\$0	\$0				\$0	
C. Telephone	\$171	\$0				\$171	
D. Postage	\$35	\$0				\$35	
E. Equipment	\$76	\$0				\$76	
F. Other (Describe)	\$125	\$0				\$125	
SUBTOTAL	\$574	\$0	\$0	\$0	\$0	\$574	
5. MISCELLANEOUS							
A. Staff Training	\$0	\$0				\$0	
B. Consultant Fees	\$0	\$0				\$0	
C. Audit	\$19	\$0				\$19	
D. Other (Describe)	\$299	\$0				\$299	
SUBTOTAL	\$319	\$0	\$0	\$0	\$0	\$319	
6. INDIRECT COSTS							
A. Indirect Costs (Form 4	\$2,143					\$2,143	
B. Other (Describe)	\$0					\$0	
SUBTOTAL	\$2,143	\$0	\$0	\$0	\$0	\$2,143	
7. COLUMN TOTALS FOR							
ALL COSTS	\$23,956	\$0	\$0	\$0	\$0	\$23,956	
8. TOTAL NON-FEDERAL			\$0	\$0		\$0	
9. PROFIT FACTOR	N/A				N/A	N/A	

*Provide source of Non-federal Cash Match or description of In-Kind Match

N/A: Match is not required.

** Indirect costs must be reported by agencies that provide more than one program, service or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs>)

5.0 Terms, Conditions, and Assurances

The applicant agrees to comply with the following regulations, requirements, policies, and documents for the entire period of any contract with the Milwaukee County Department on Aging.

1. The applicant will comply with all federal, state, and local laws and requirements relating to equal opportunity in employment and the delivery of services and will submit, as required below, Affirmative Action Plans and Civil Rights Compliance Action Plans that meet Equal Opportunity Requirements under the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Titles VI and XVI of the Public Service Health Act, as amended, the Age Discrimination Act of 1975, as amended, the Americans with Disabilities Act of 1990, as amended, and other relevant federal laws, state statutes, and County Ordinances.
2. The terms of a Milwaukee County Department on Aging Purchase Agreement.
3. The relevant Milwaukee County Department on Aging Program/Service Guidelines or Specifications.
4. The Milwaukee County Department on Aging Administrative Policies and Procedures.
5. Manual of Policies, Procedures, and Technical Assistance for the Wisconsin Aging Network.
5. All federal, state, and local laws and regulations pertaining to the funding or the provision of the proposed program or services.

The undersigned further offers the following specific assurances:

A. Environment, Licensure, and Accessibility

1. The proposed service site meets minimum standards of local Building, Fire, and Health Departments.
2. The proposed service site has adequate space and equipment to provide the proposed program or services.
3. Where state or local public jurisdiction requires licensure, certification, or permits for the provision of the proposed program or service, the applicant assures that it will possess all required licenses, permits, and certifications for the entire period of any contract with the Department on Aging.
4. The proposed service site will be accessible to older persons with disabilities.

B. Sponsorship and Sponsor Goals

1. The applicant will acknowledge the sponsorship of the Milwaukee County Department on Aging on all announcements of the proposed program or service, but will not attribute any statement to the Department without written clearance.

2. The applicant will not be in conflict with the stated goals and policies of the Milwaukee County Department on Aging.

C. Staffing

1. The applicant is willing to employ staff appropriate for the primary service population in need of the proposed program or service.
2. The applicant will not discriminate in its employment policies as to race, age, creed, sex, or national origin, and will, as appropriate, attempt to employ people 45 years of age and older.
3. The applicant will provide proper supervision for the proposed program or service and specify supervisory responsibilities.
4. The applicant will comply with the requirements of Wisconsin 1997 Act 27 and s. 48.685 and s. 50.065, Wis. Stats., including conducting employee background checks as may be required under state law.

D. Training

The applicant agrees to provide for, or participate in, such training as may be necessary to enable paid and volunteer project personnel to effectively provide and administer the proposed program or service.

E. Reporting and Record Keeping

1. The applicant will assist the Milwaukee County Department on Aging in meeting reporting and/or research requirements, including outcomes and outcome measures.
2. The applicant will use only the official forms provided by the Milwaukee County Department on Aging to submit required monthly reports on the proposed program or service. Any computer-generated substitute of official forms must be approved in advance by the Milwaukee County Department on Aging prior to use.

F. Coordination with Other Service Providers

The applicant assures that it will coordinate its proposed program or service with other service providers serving older adults in Milwaukee County, including senior centers and the Senior Meal Program.

G. Maintenance of Non-Federal Funding

The applicant assures that it will continue or initiate efforts to obtain funds from private sources and other public organizations to maintain the proposed program or service.

H. Equal Employment Opportunity Requirements

Based upon Section 56.17 of Milwaukee County General Ordinances, and relevant Federal and State laws and regulations, the applicant must, and assures that it will, comply with the following

requirements during the entire period of any contract with the Milwaukee County Department on Aging.

1. Affirmative Action Plan: Agencies that have fewer than 50 employees and a Milwaukee County contract are urged to voluntarily develop and keep on file an Affirmative Action Plan and a Civil Rights Compliance Action Plan. Agencies that have a Milwaukee County contract and have 50 or more employees are required to develop and/or update an Affirmative Action Plan. Plans should be submitted to the County Audit Compliance Manager, at City Campus, 2711 West Wells Street, 9th Floor, Milwaukee, WI 53208.

Information regarding basic statistics on population and labor force can be obtained from the Labor Market Analyst, Job Service, State Office Building, 819 North 6th Street, Milwaukee, WI 53203 (Tel. 227-4310).

2. Civil Rights Compliance Action Plan: Agencies that have a Milwaukee County contract shall have a Civil Rights Compliance Action Plan that ensures that no person shall, on the grounds of race, color, national origin, age, sex, religion, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by Federal and State funds. Copies of a sample plan that meets Wisconsin Department of Health Services requirements are available from the Department on Aging.
3. EEO-1 Report: Applicable to agencies that have a contract of \$50,000 or more and have 50 or more employees. An EEO-1 report is to be submitted annually on or before March 31 to the Joint Reporting Committee, P. O. Box 1480, Arlington, Virginia, 22210 (Tel: 703-841-9620); a copy must be sent to the County Audit Compliance Manager. Forms are available from the U. S. Department of Labor, Office of Federal Contract Compliance Programs.
4. Equal Employment Opportunity Certificate for Milwaukee County Contracts: Applicable to all agencies. Form is enclosed. Each applicant must sign and return this form with their proposal.
5. Equal Opportunity Policy Statement: Applicable to all agencies. Form is enclosed. Agencies must sign and post copies on bulletin boards in each facility operated under a Department on Aging contract.
6. Equal Employment Opportunity Poster: Applicable to all agencies. Agencies must post one in each facility operated under a Department on Aging contract.
7. Equal Employment Opportunity Requirements: Following are the equal opportunity requirements by which all contract agencies must abide:
 - a. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability, or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities.

- b. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment, or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, ancestry, or handicap [as defined in Section 504 and the Americans with Disabilities Act (ADA)], physical condition, developmental disability [as defined in s. 51.01 (5)], arrest or conviction record (in keeping with provisions of s. 111.32), sexual orientation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- c. Should the applicant be awarded a contract by Milwaukee County, the applicant shall, during the period of that contract, post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be made available in languages and formats understandable to applicants, clients, and employees. The Wisconsin Department of Health Services will provide appropriately translated state-mandated brochures and forms for local distribution.
- d. The applicant agrees to comply with guidelines in the Civil Rights Compliance Standards and a Resource Manual for the Wisconsin Department of Health Services, its County Service Providers, and their Subcontractors for Equal Opportunity in Service Delivery and Employment, copies of which are available through the Department on Aging.
- e. The applicant agrees to cooperate with the Department on Aging and the Wisconsin Department of Health Services in developing, implementing, and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

I. Authorizations

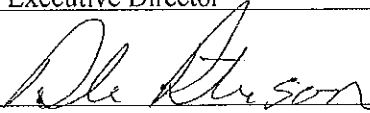
- 1. The applicant authorizes the Department on Aging to contact other governmental agencies with which the applicant has contracted to determine:
 - a. If the amount and quality of contracted programs or services provided by the applicant have been satisfactory.
 - b. Whether the applicant has met all programming requirements under its contracts.
- 2. The applicant assures the Department on Aging that the applicant possesses the legal authority to submit a proposal to provide programs or services for the Department on Aging during 2015, and that its Board of Directors has authorized the filing of this proposal at its meeting of:

July 13, 2019
(Date of board meeting)

I hereby certify that the information in this proposal is true and correct, and that the program or service proposed herein is consistent with our organization's Articles of Incorporation and Bylaws and that submission of the proposal has been approved by a majority of the Board of Directors. Our organization further agrees to all of the above terms, conditions, and assurances and will submit all required reports and a certified financial audit for the years during which the organization has contracted to provide programs or services for the Department on Aging.

Name of Applicant
Representative: Deedee Peterson

Title of Applicant
Representative: Executive Director

Signature of Applicant
Representative: 

Date of Signature: 10/2/19

EEOC COMPLIANCE

**2019 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS**

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

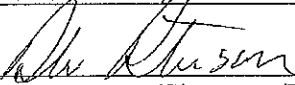
CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: 70. CONTRACTOR certifies that

it has the following total number of employees in its workforce:
124

Executed this 2nd day of October, 2019

Firm Name: Legal Action of Wisconsin, Inc.

Address: 230 W. Wells Street, Room 800, Milwaukee WI 53203

Representative: 

(Signature/Title)

Deedee Peterson, Executive Director



Demographic Summary of Board of Directors/Agency Owners

Board Member Name	Gender		Age					Ethnicity						
	Female	Male	less than 45	45 - 54	55 - 64	65 - 74	75+	American Indian/Alaska Native	Asian	Black	Latinx	Native Hawaiian/Other Pacific Islander	White	Multi-ethnic
Erin Anderson	1		1										1	
Timothy Angel		1		1									1	
Mary Kathy Baker	1				1								1	
Crusita Barrios	1			1						1				
Lucille Berrien	1					1								
Beverly Pittman Burns	1				1								1	
Nathaniel Cade, Jr.		1		1						1				
Steven Chesebro		1	1										1	
Collin Dahl		1		1									1	
Michael Dally		1			1								1	
Andrea Davenport	1		1										1	
Anne L. DeLeo	1				1								1	
Tajara Dommershausen	1		1										1	
Heidi Eglash	1			1									1	
Ronald English		1	1										1	
Denise Farmer	1			1						1				

Board Member Name	Gender		Age				Ethnicity							
	Female	Male	less than 45	45 - 54	55 - 64	65 - 74	75+	American Indian Alaska Native	Asian	Black	Latinx	Native Hawaiian Other Pacific Islander	White	Multi-ethnic
David Farwell		1	1										1	
Cheryl Gill	1		1										1	
Lisa M. Gingerich	1			1									1	
Katie Jesse	1		1										1	
David Keck		1		1									1	
Roger Klopp		1			1								1	
Laura Kooger	1		1										1	
Evonne Kundert	1				1								1	
Eric Markusen		1		1									1	
Ben Obregon		1				1					1			
Matthew O'Neill	1			1									1	
David B. Russell		1		1									1	
Leon Todd		1	1							1				
James Troupis		1				1								1

Board Member Name	Gender		Age					Ethnicity						
	Female	Male	less than 45	45 - 54	55 - 64	65 - 74	75+	American Indian Alaska Native	Asian	Black	Latinx	Native Hawaiian Other Pacific Islander	White	Multi-ethnic
Tamika Walker	1		1						1					
Danielle White	1		1						1					
Jesse White		1	1						1					
Andy Williams		1	1										1	
Raven Wilson	1		1						1					
Terry R. Young		1		1										
Mark Zimmer		1			1								1	
Total Counts	18	19	15	11	5	4	2	0	9	2	0	0	26	0

* The Legal Action Board of Directors currently has five vacancies.

** Legal Action Board members have voluntarily provided their birthdate or range of their age. If a Board member has not responded, staff has made best estimate on the member's status.

