



## PUBLIC DEFENDER SERVICE CORPORATION ELDER JUSTICE CENTER PROGRAM



### CLIENT ACKNOWLEDGMENT OF CLIENT RIGHTS AND RESPONSIBILITIES FORM

The Elder Justice Center and its partners respect and promote the interests, rights and values of all its clients. The following rights shall be afforded to all clients of this program:

- (1) The right to be fully informed in advance about each service provided and any changes that may affect the well-being of the client;
- (2) The right to be fully informed orally and in writing in advance of individual's rights and obligations;
- (3) The right to participate in planning and changing any service provided in this program, as applicable;
- (4) The right to voice a grievance with respect to the services provided or that were failed to be provided, without discrimination or reprisal as a result of voicing such grievance;
- (5) The right to confidentiality of records; and
- (6) The right to have the property of clients treated with respect.

For the non-compliance with rules and regulations under this program, clients may utilize the Grievance Procedures for clients who are dissatisfied with or denied services under this program. The EJC and its partners have procedures to address the needs of independently functional and functionally impaired clients and provide a transition for clients requiring other services at the time of registering for this program.

The EJC has a plan for ensuring clients are provided an initial orientation and annual reminder of their Rights and Responsibilities for each contract year. For new clients, the orientation will take place upon assessment by the EJC or its partner.

Each client's acknowledgement of their initial orientation and annual reminder of their Rights and Responsibilities shall be documented and maintained in each client's EJC file maintained by the program.

The EJC and/or its partners shall ensure the Rights and Responsibilities are clearly printed with the client or the authorized representative signing off on the document as well as the assigned EJC designee. Ensure this document is dated and is updated annually after the initial orientation is completed.

I understand that I was provided the information and orientation of these rights and responsibilities and that I will be provided an annual reminder.

### MANDATORY REPORTING

I was informed about the mandatory reporting requirements for suspected and disclosed abuse and/neglect towards children, individuals with disabilities, and the elderly.

\_\_\_\_\_ I have decided freely and on my own, to speak directly to an attorney prior to the intake interview.

\_\_\_\_\_ I have decided to proceed with the intake interview with the assigned advocate, and I understand that if I disclose any abuse or neglect, the advocate will make a report.

**REPRESENTATION AGREEMENT**

The Elder Justice Center (“EJC”) has agreed to assist \_\_\_\_\_ (“Client”) with the following legal matter:

- 1. \_\_\_\_\_ 3. \_\_\_\_\_
- 2. \_\_\_\_\_ 4. \_\_\_\_\_

(1). I understand that the EJC has not agreed to represent me in any other legal matter except as described in this document. I understand that the EJC has not agreed to submit any appeal on my behalf. The EJC only represents me in the case or matter mentioned above.

(2). I understand that the EJC will maintain the confidentiality of my case and will obtain my consent when necessary.

(3). I understand the EJC will not charge me for these services.

(4). I understand I have the choice to revoke my request for services / request that the EJC stop working on my case.

(5). In the event that my contact information changes, I will give my new contact information to the EJC immediately. I understand that if the EJC is unable to contact me after several attempts, they may not be able to continue representing me and may have to close my case.

(6). In the event that I decide to relocate and move out of Guam, the EJC will not be able to continue with my case.

(7). I understand that a lawyer will be in charge of my case, but support staff of the EJC can also work on my case. I understand if my attorney is not available, another EJC attorney can take over my case/represent me.

(8). I understand that if a conflict or legal dispute arises between another client of the EJC and me, the EJC may not help either of the two and may have to withdraw from one or both cases.

(9). I understand that if I am dissatisfied with the EJC’s service, I can request the grievance procedure from the EJC.

(10). By signing this document, I am verifying that this representation agreement was explained to me and I understand the contents of this agreement.

\_\_\_\_\_  
INITIAL I, hereby acknowledge that I was informed of and provided in clear print the Client’s Rights and Responsibilities, Mandatory Reporting requirements, the Prioritization of Services form attached and the Representation Agreement.

\_\_\_\_\_  
INITIAL I hereby give my consent for Elder Justice Center (EJC) to receive and / or release information and documents to \_\_\_\_\_ for the purpose of supporting my case and gathering information. I also authorize case management services to discuss my case and share any relevant documents with EJC.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
EJC Attorney Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## PRIORITIZATION OF SERVICES

The Elder Justice Center is required to ensure clients are aware of and acknowledge the Prioritization of Services provision. Guam State Office on Aging (SOA) (DPHSS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources. Therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA.

1. Purpose. When demand outweighs resource, the Service Provider shall request from the Guam SOA for the activation of the Prioritization of Services. In addition to the request to activate the Prioritization of Services, the Service Provider shall also state what it would take to address the wait-list to include projected cost to address the wait-list.
2. Need. Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor as to who will receive services from this program.
3. Procedures. When the Service Provider receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals.

Upon receiving approval to proceed with the activation of the Prioritization of Services or is guided by the Guam SOA otherwise, the Service Provider shall act according to the response provided by the Guam SOA.

In the event the decision is to activate the Prioritization of Services, the guide provided will be used to determine of all registered clients in the program, the ranking order of the clients in greatest socio-economic need with the client listed as number 1 being the first client to receive services.

The Prioritization of Services scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

<b>Activities of Daily Living (ADL)</b> – The inability to perform one or more of the following six Activities of Daily Living without personal assistance, stand-by assistance, supervision or cues: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA.

Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need. After applying the Prioritization of Services (POS) and the demand for services still outweigh the available resources the Service Provider is required to advise the Guam SOA who will provide additional guidance and direction to the Service Provider as to other variables and/or conditions to assess to reduce the demand to meet the available resources. At the time of the initial assessment, clients, to include their caregivers, will be informed that when the prioritization of services is implemented and the client is not determined to be in greatest social and economic need, they would be removed from the program until such time a slot is open and they are identified, after all clients have been re-prioritized, that they are determined to be next qualified to be re-instated into the program.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheelchair users	Minimal support; but not regularly available	Semi-concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

4. The catalyst for the POS to be activated by the Guam SOA is dependent on the Guam SOA receiving official notification from the Service Provider that all vacancies are filled, there are no funds available for reprogramming to address the waitlist, and there are clients on the wait list for over 30 calendar days. The Service Provider is required to provide notification and state the cost to provide services to those on the waitlist and partial services list as well as the cost to provide services to additional clients for the remainder of the contract year.
5. When the Service Provider receives notification from the Guam SOA to activate the application of the Prioritization of Services (POS) point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or waiting list, as well as new referrals. The Service Provider is required to advise all Legal Assistance Services (LAS) clients of this provision prior to the provision of services which is to be documented in each case file.

In the event the Service Provider implements the POS absent the notification from the Guam SOA, the Service Provider's Monthly Program Invoice (MPI) shall be reduced by 25% for non-compliance with this provision of the agreement.