

SERIAL 07103 RFP RYAN WHITE PART A SERVICES – LEGAL SERVICES -HCM

DATE OF LAST REVISION: February 20, 2008 CONTRACT END DATE: March 31, 2011

CONTRACT PERIOD THROUGH MARCH 31, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RYAN WHITE PART A SERVICES – LEGAL SERVICES -HCM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008 (Eff. March 01, 2008)**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Materials Management
Shawn Nau, Director General Government
Kevin McNeal, Program Manager Ryan White Part A Program

1.0 SCOPE OF SERVICES:

Emphasis on Primary Medical Care services: MCHCM continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV-knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Legal Services is \$50,132 (1% of allocations).

- Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Primary care services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core and support services.
- PLANNING COUNCIL DIRECTIVES
- In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for Legal Services:
- It is the responsibility of the Provider(s) to adequately promote the availability of the extended hours offered for this service category. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.

2.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

2.1 REFERENCES:

Respondents must provide (SEE SERVICE PROVIDER APPLICATION FORM) at least five (5) reference accounts to which they are presently providing like service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

2.2 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

2.3 CONTRACTOR STATUS:

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County

2.4 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

2.5 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

2.6 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

2.7 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at www.maricopa.gov/materials. Click on vendors to enter BuySpeed registration screen. *Also see Exhibit 1*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 CONTRACTUAL TERMS AND CONDITIONS

3.1 TERM

This Contract is for a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

3.3.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.

3.3.2 Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. County will pay the Contractor on a unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows. The total funds paid to the Contractor will be dependent upon the number of units of service performed by the Contractor. County does not guarantee a minimum payment to the Contractor. County will not reimburse Contractors for missed appointments by clients.

3.3.3 Ryan White CARE Act funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.

3.3.4 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the underlying budget of this contract within **30** days of such change.

3.3.5 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the underlying budget.

3.3.6 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.

3.3.7 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance because of non-performance, submission of reports after deadlines, insufficient back-up statements or improperly signed forms, the Contractor may not be reimbursed. Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. **Multiple instances of non-compliance with reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.**

3.3.8 **The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data. See Exhibit 3 for a sample billing packet.**

3.3.9 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked and the services provided. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

3.4 PAYMENT

3.4.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment “B” *Budget Worksheet*, or as modified by contract amendment or appropriately executed “task order”.

3.4.2 Payment shall be made upon the County’s receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

3.5 INVOICES AND PAYMENTS:

3.5.1 **The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 3.5.1.1 Company name, address and contact
- 3.5.1.2 County bill-to name and contact information
- 3.5.1.3 Contract Serial Number
- 3.5.1.4 County purchase order number
- 3.5.1.5 Invoice number and date
- 3.5.1.6 Payment terms
- 3.5.1.7 Date of services
- 3.5.1.8 Quantity (number of days or weeks)
- 3.5.1.9 Description of Purchase services
- 3.5.1.10 Pricing per unit of purchase
- 3.5.1.11 Extended price
- 3.5.1.12 Total Amount Due

3.5.2 Contractors providing medical services are required to utilize HCF-1500 or UB-92 forms for claims submitted to the Ryan White Part A Program in addition to the Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.6 METHOD OF PAYMENT:

3.6.1 Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (15th) business day following the month in which services were performed.

3.6.2 Subject to the availability of funds, County will, within sixty (60) working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Should County make a disallowance in the claim,

the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.

- 3.6.3 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (**60**) days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service.
- 3.6.4 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete reports submitted by the Contractor. All monthly fiscal and program monitoring reports must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 3.6.5 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor must determine Regional Behavioral Health Authority (RBHA), AHCCCS, ALTCS, VA, TRICARE Standard and Medicare eligibility of clients and assist with client enrollment whenever feasible. The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.

3.7 BUDGET AND EXPENDITURES:

- 3.7.1 Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (**15th**) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3.
 - A. The total administrative costs budgeted, including any approved indirect rate (inclusive of contractor and subcontractor(s))cannot exceed **10%** of the amount of the contract award.
 - B. Administrative expenditures for this contract cannot exceed **10%** of the total expenditures of this contract. Any amount of administrative expenditures in excess of **10%** will be reimbursed to MCDHCM, Ryan White Part A Program.
 - C. Any disallowed expenditures are subject to the Contractor submitting a full reimbursement to MCDHCM, Ryan White Part A Program.
 - D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by the OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.
 - E. Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.
 - F. All expenditures and encumbered funds shall be final and reconciled no later than 90 days after the close of the grant year.

3.8 DUTIES

3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN

3.8.2 The Contractor shall perform services at the location(s) and time(s) "stated in " or as otherwise directed in writing, via contract amendment and/or task order.

3.9 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.10 INSURANCE REQUIREMENTS:

3.10.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.

3.10.2 The following types and amounts of insurance are required as minimums:

3.10.2.1 Worker's Compensation as required by Arizona law

3.10.2.2 Unemployment Insurance as required by Arizona law

3.10.2.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.

3.10.3 Automobile and Truck Liability, Bodily Injury and Property Damages:

3.10.3.1 General Liability, each occurrence; \$500,000.00

3.10.3.2 Property Damage; \$500,000.00

3.10.3.3 Combined single limit; \$1,000,000.00

3.10.4 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.

3.10.5 Professional Liability Insurance; \$1,000,000.00

3.10.6 The Contractor will immediately inform the Director of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

3.11 Certificates of Insurance.

3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.11.2 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.12 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director
320 West Lincoln Street
Phoenix, Arizona

3.13 REQUIREMENTS CONTRACT:

3.13.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.13.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 TERMINATION:

- 3.14.1 County may terminate this Contract at any time with thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.
- 3.14.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- 3.14.3 County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

3.15 DEFAULT:

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the **happening** of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

3.16 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.18 USE OF SUBCONTRACTORS:

3.18.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

3.18.1.1 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.

3.18.1.2 All subcontract agreements must include a detailed budget and narrative, identifying all administrative costs as defined in section II.

3.18.1.3 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.

3.18.2 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.

3.18.3 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed subcontractual arrangement between the Contractor and the subcontractor

3.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. All amendments shall clearly state the effective date of the action.

3.20 TASK ORDERS:

Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be communicated via written document. A Task Order shall include, but is not limited to: budget amount, work plan, reference to special conditions of award, and/or any special reporting requirements. Amended Task Orders can be issued at any time. Both parties shall sign an amended Task Order.

3.21 CHANGES:

3.21.1 The Maricopa County Department of Health Care Mandates, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):

3.21.1.1 Work Statement activities reflecting changes in the scope of services, funding source or County regulations,

3.21.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements, and/or,

3.21.1.3 Contractor fee schedules and/or program budgets.

Examples of cause would include, but are not limited to: non-compliance, under performance, reallocations from the Planning Council, or approved directives from the Planning Council.

3.21.2 Such order will not serve to increase or decrease the maximum reimbursable unit rate amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

3.21.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

3.22 AUDIT REQUIREMENTS:

3.22.1 If the Contractor expends **\$500,000** or more from all contracts administered and/or funded via County, and/or receives **\$500,000** or more per year from any federal funding sources, the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa

County Department of Public Health for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

3.22.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

3.22.3 Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.

3.22.4 The Contractor shall also comply with the following OMB Circulars:

1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
3. A-122 Cost Principles for Non-Profit Organizations.
4. A-87 Cost Principles for State and Local Governments.
5. A-21 Cost principles for Education Institutions.

3.23 **SPECIAL REQUIREMENTS:**

3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006.

3.23.2 The Contractor shall participate in a minimum of two (2) provider technical assistance meetings and/or teleconference calls that will be scheduled by the MCDHCM throughout the year.

3.23.3 The Contractor shall provide the necessary administrative, professional and technical personnel for operation of the program.

3.23.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.

3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting system as described in the Ryan White Part A Program Policies Manual. There are no licensing costs associated with the use of CAREWare. The provider is required to cover the cost for installing and configuring internal firewall devices to gain access to the CAREWare database.

3.24 RELEASE OF INFORMATION:

The Contractor agrees to secure from all clients any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a release form signed by the client. This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Health Care Mandates for the purpose of grant administration/monitoring for a period of five years from date of signature. Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County, this provision does not apply to persons who receive Ryan White CARE Act Part A funded services anonymously.

3.25 CERTIFICATION OF CLIENT ELIGIBILITY;

3.25.1 The Contractor agrees to certify for eligibility all clients seeking services supported by Ryan White CARE funds, detailed in Section 1 of the Ryan White Part A Program Policies Manual. Such certification as detailed below shall be conducted at least every six months of service. Services may be provided to anonymous clients only at the specific approval of the MCDHCM and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:

3.25.2 Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDHCM Ryan White Title 1 Policy Manual.

3.25.3 Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.

3.25.4 Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.

3.25.5 Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDHCM's Ryan White Part A Policy Manual.

3.25.6 Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.

Client Income	Fees For Service
Less than or equal to 100% of the official poverty line	No fees or charges to be imposed
Greater than 100%, but not exceeding 200%, of the official poverty line	Fees and charges for any calendar year may not exceed 5% of the client's annual gross income **
Greater than 200%, but not exceeding 300%, of the official poverty line	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the official poverty line	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

**** Free services may be provided to individuals with an annual gross family income of less than 200% of the official poverty line. Fees must be charged to clients whose annual gross family income is in excess of 200% of the official poverty line**

- 3.25.7 The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDHCM Ryan White Part A Policy Manual.
- 3.25.8 Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Statement of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.
- 3.25.9 The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.

3.26 **QUALITY MANAGEMENT:**

- 3.26.1 The Contractor will participate in the EMA Quality Management program as detailed in the ***MCDHCM Ryan White Part A Program Policies Manual***. **See link found on cover page.**
- 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix EMA Planning Council.
- 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 3.26.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
- 3.26.5 The Contractor will participate in the Quality Management Ad Hoc Advisory Committee as requested by the County.
- 3.26.6 Conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 3.26.7 Maintain a comprehensive unduplicated client level database of all eligible clients served and demographic and service measures required and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information.
- 3.26.8 Maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.

- 3.26.9 Participation in QM trainings sponsored by the County is mandatory. The Contractor understands that non-participation in these types of events may result in not complying with the Standards of Care as mandated by the Ryan White CARE Act. Further, such non-participation in QM trainings could result in prompting a performance monitoring site visit.

3.27 **REPORTING REQUIREMENTS:**

- 3.27.1 The contractor agrees to submit as a “hard copy” document, Monthly Fiscal and Program Monitoring Reports on or before the **fifteenth (15th)** day of the month following the end of the reporting period on forms substantially similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. **The billing packet is delivered via hardcopy to the Ryan White Part A office.** Reporting requirements includes, but not limited to: **1)** A narrative describing progress made towards achieving service goals as well as problems and issues impeding program implementation. **2)** Expenditure report identifying billing to the MCDHCM for services provided during the reporting period; **3)** Compilation of data on a cumulative, yearly, unduplicated-count basis shall be required, with data reporting in scanable and/or electronic file formats; **4)** Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDHCM; and **5)** And any additional or specific reports deemed necessary under Section IV of this contract.
- 3.27.2 The contractor agrees to submit quarterly program monitoring reports on or before the **thirtieth (30th)** day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated-count of clients serviced and the services provided (duplicated count).
- 3.27.3 The contractor agrees to submit a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.

3.28 **PROGRAM MARKETING INITIATIVES:**

- 3.28.1 When issuing statements, press releases and other documents describing projects or programs funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: 1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White Comprehensive HIV/AIDS Treatment Modernization Act of 2006, and the Maricopa County Department of Health Care Mandates. Such references to funding source must be of sufficient size to be clear and legible.
- 3.28.2 Contractor is responsible for advertising Ryan White Part A services. Such advertisement is to promote/incorporate the following components: Services rendered, venues/locations, and hours of operation. The content of any and all advertising for these services must be pre-approved by the County and be in a format allowed by Local, State and Federal regulations.
- 3.28.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, are disseminated to the community and other providers to ensure that clients have access to care.

3.29 OTHER REQUIREMENTS:

3.29.1 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.

3.29.2 Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012

Monthly Fiscal and Program Monitoring Reports are due on or before the 15th of the month following the end of the reporting period.

3.29.3 Quarterly Program Utilization reports will be submitted to: Ryan White Title 1 Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within **thirty (30)** days following the month end of the quarterly reporting period.

3.29.4 Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within 60 days of the expiration of the contract year.

3.29.5 Contractor shall respond to all additional requests for information solicited by County when they are submitted in writing within **72** hours of receipt of MCDHCM request.

3.29.6 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the *MCDHCM Ryan White Part A Program Policies Manual*. *See link found on cover page.*

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.32 AUDIT DISALLOWANCES:

3.32.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

3.32.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

3.32.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.33 **CONTRACT COMPLIANCE MONITORING:**

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.

3.34 **AVAILABILITY OF FUNDS:**

3.34.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.

3.34.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

3.35 **RESTRICTIONS ON USE OF FUNDS:**

3.35.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

3.35.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or

3.35.1.2 By an entity that provides health services on a prepaid basis.

3.35.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the *A.R.S. § 41-2591, R2-7-701* and *Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.

3.35.3 The federal Office of General Counsel and County emphasize that CARE Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with CARE Act funds and the intended recipient's HIV status.

- 3.35.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 3.35.5 The Ryan White CARE Act limits the administrative expenses to not more than **10%** of the total expenditures incurred for that contract. The Act defines allowable “administrative activities” to include:
 - 3.35.5.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.35.5.2 Management and oversight of specific programs funded under this title; and
 - 3.35.5.3 Other types of program support such as quality assurance, quality control, and related activities.”

3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 3.36.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- 3.36.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 3.36.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

3.37 ALTERNATIVE DISPUTE RESOLUTION:

- 3.37.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 3.37.1.1 Render a decision;
 - 3.37.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.37.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
 - 3.37.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys’ fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of

receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.37.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.38 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.39 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

3.40 NON-LIABILITY:

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

3.41 SAFEGUARDING OF CLIENT INFORMATION:

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

3.42 NON-DISCRIMINATION:

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

3.43 EQUAL EMPLOYMENT OPPORTUNITY:

3.43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99.-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3.43.2 Operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

3.44 **RIGHT OF PARTIAL CANCELLATION:**

If more than one service category (Work Statement) is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category (Work Statement) obligations.

3.45 **RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.46 **INTEGRATION:**

This Contract and the respondents' response represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.47 **GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.48 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.48.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.48.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.48.1.2 have not within 3-year period preceding this Contract 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.48.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.48.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.48.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.48.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.49 MEDIATION/ARBITRATION:

In the event that a dispute arises under the terms of this agreement, or where the dispute involves the parties to the agreement, a recipient of services under the terms of this agreement, it is understood that the parties to the dispute shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are not successful, the parties to the dispute will agree to submit the dispute to non-binding mediation before a mutually agreed upon and acceptable person who will act as the mediator. In the event that such non-binding mediation efforts are not able to resolve the dispute, the parties agree to submit the matter to binding arbitration wherein each party selects their own arbitrator and the two selected arbitrators meet and mutually agree upon the selection of a third arbitrator. Thereafter, the three arbitrators are to proceed with arbitration in a manner that is consistent with the provision of A.R.S. 12-1518.

3.50 CULTURAL COMPETENCY:

3.50.1 The Contractor shall meet any and all federal standards on cultural competency and develop and implement organizational policies that comply with federal standards. CLAS Standards are included in section 11 of the Ryan White Part A Program Policies Manual. *Also see Exhibit 4.*

3.50.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care. *Also see Exhibit 4.*

3.51 RW CAREWARE DATA BASE:

The MCDHCM requires the installation and utilization of HRSA-supplied Ryan White CAREWare software for reporting purposes, to include quality management program reporting requirements. The Contractor agrees to install, collect, and report all data requested by the MCDHCM via RW CAREWare within 60 days of request by the MCDHCM. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.

CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual. The CAREWare software is supported by the Part A office for training and end user support. The contractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of VPN cards for each user within their organization. The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.

3.52 IMPROPRIETIES AND FRAUD:

3.52.1 The contractor shall notify MCDHCM in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to MCDHCM shall occur in writing within 24 hours of detection.

3.52.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative

agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

Office of Inspector General
TIPS HOTLINE
P. O. Box 23489
Washington, D. C. 20026
Telephone: 1-800-447-8477 (1-880-HHS-TIPS)

3.52.3 The Contractor shall be responsibility for any loss of funds due to mismanagement, misuse, and/or theft of such funds by agents, servants and/or employees of the Contractor.

3.53 ADHERENCE TO MCDPH POLICIES:

3.53.1 Contractor shall adhere to all MCDHCM Ryan White Part A Program Policies. Such policies are referenced in the *MCDHCM Ryan White Part A Program Policies Manual*. See link found on cover page.

3.54 REFERRAL RELATIONSHIPS:

Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding “Maintaining Appropriate Referral Relationships” available from the MCDHCM upon request.

3.55 POLICY ON CONFIDENTIALITY:

3.55.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

3.55.2 The Contractor shall establish and maintain written procedures and controls that comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor’s records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.

3.55.3 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual’s consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.

3.55.4 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the *MCDHCM Ryan White Part A Program Policies Manual*.. See link found on cover page.

3.56 EQUIPMENT:

3.56.1 All equipment and products purchased with grant funds should be American-made.

3.56.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.

3.56.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.

3.57 LAWS, RULES AND REGULATIONS:

The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

3.58 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type)

3.58.1 Letter of Transmittal (Exhibit 2)

3.58.2 Narrative – **Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**

Provide a brief response to each of the sections listed below:

- **-Targeted population**
- **-How Ryan White funds will be utilized to keep plwh/a in care.**
- **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
- **-Your agency's experience with infectious disease.**
- **-Other funding used by your agency to care for plwh/a**

3.58.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the section shall be noted as N/A (not applicable).

3.58.4 Pricing and Budget Form (Attachment B)

3.58.5 Work Plan (Attachment C), fully completed, without exception.

3.58.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.59 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County’s option, proposing firms may be invited to make presentations to the IRP. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent’s proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

- 3.59.1 Agency’s approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:
- 3.59.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.
- 3.59.3 Goal 2: Improve entry into care by streamlining the eligibility process.
- 3.59.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.
- 3.59.5 Goal 4: Improve access to services through multiple approaches.
- 3.59.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.59.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.59.8 Agency’s proven skills and technical competence, including all subcontractor agreements proposed.
- 3.59.9 Staff qualifications and credentials
- 3.59.10 Proposed budget inclusive of unit of service cost(s).

3.60 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.60.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files**)
- 3.60.2 **Mandatory:** Attachment “A”, Application
- 3.60.3 **Mandatory:** Attachment “B”, Pricing and Budget Agreement; and
- 3.60.4 **Mandatory:** Attachment “C”, Work Plan
- 3.60.5 **Mandatory:** Attachment “D”, Signature/Agreement Page
- 3.60.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.60.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.61 **VENDOR REGISTRATION:**

All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.

NARRATIVE

SECTION 4 - PROPOSED SERVICE

- A. See attached Work Statement forms.
 - B. See attached Schedule of Deliverables form.
 - C.
- 1.

PROGRAM DESIGN

The HIV/AIDS Law Project (HALP) was organized and developed by the Young Lawyers' Division (YLD) of the Maricopa County Bar Association. HALP was formed in 1991 to both inform fellow attorneys and to provide much-needed legal information and services to persons with HIV/AIDS. HALP volunteer attorneys recognized that the scattered efforts of local service agencies and the individual volunteer attorneys were not sufficient to meet the needs of Maricopa County's HIV/AIDS population.

Volunteer attorneys from HALP have held statewide conferences, created legal information pamphlets and continue to reach out to the HIV/AIDS population through free legal clinics and panel discussions. The HIV/AIDS Law Project employs two full-time paralegals who coordinate legal clinics and recruit volunteer attorneys. This project gives lasting benefits to clients and attorneys as well. The HIV/AIDS clients receive important legal assistance that they might otherwise not seek out. Meanwhile, attorneys enjoy helping and can gain respect and appreciation by serving a sometimes unpopular clientele.

PROGRAM GOALS

HALP's goals are to provide a range of legal services to people infected with HIV/AIDS that is governed by the terms of the Ryan White CARE Act Amendments 2006. Services may include providing legal consultation through the AIDS legal hotline, direct legal services to individuals by volunteer attorneys, seminars and presentations to groups regarding legal issues confronting those with HIV/AIDS and continuing legal education seminars to educate lawyers providing services to those infected with HIV.

PROGRAM OBJECTIVES

- A. Implementation of a comprehensive marketing and communications program to identify and enroll eligible participants residing throughout Maricopa and Pinal Counties.
- B. Implementation and strict adherence to agency policy and procedures to assure compliance with all requirements of the Ryan White CARE Act Amendments of 2006 and Maricopa County Department of Public

Health Mandates inclusive of certification of client medical and income eligibility, referral of clients with an annual gross family income which exceeds 200% of the official federal poverty guideline, securing client releases of information to allow for a review of client charts and records during periodic site visits, monitoring of program quality and consumer satisfaction (inclusive of a grievance procedure to address client complaints).

- C. Provide legal consultation and services to HIV/AIDS infected individuals in Maricopa and Pinal Counties.

CONTINUUM of CARE

Local HIV/AIDS service organizations saw a need and requested help from the legal community. HALP will continue to provide legal assistance through the AIDS legal hotline, legal clinics, distribution of flyers and brochures at AIDS service organizations and medical facilities, community education seminars and emergency home and hospital visits.

- 2. EXPECTED OUTCOMES

HALP expects to provide sensitive caring assistance to all clients through completion of legal documents to ensure the client's wishes regarding their individual health care, financial needs, funeral arrangements and distribution of personal property are fulfilled. Volunteer attorneys address other legal issues of concern to clients including landlord/tenant, employment, discrimination, public benefits, insurance, bankruptcy, debt collection, etc. HALP predicts assisting approximately 800 clients throughout 2008.

- 3. IMPLEMENTATION PLAN - ACTIVITIES FOR GOALS AND OBJECTIVES

Objective A. To identify and enroll eligible participants in Maricopa and Pinal Counties, HALP will develop and issue press releases to local news publications and articles in those publications, distribute flyers and announcements at local AIDS service organizations, coordinate panel presentations regarding legal rights and services offered, coordinate mailings and referrals to organizations providing services to HIV-positive individuals, create awareness of HALP by taking part in community AIDS activities, distribute AIDS and the Law brochure at medical offices, AIDS service organizations, community-based organizations, and HIV testing sites.

Objective B. Strict adherence to policies and procedures related to medical and income eligibility, clients with an annual income which exceeds 200% of official federal poverty guidelines, securing client releases and monitoring program quality and consumer satisfaction will be handled by determination and documentation of client medical and income eligibility. Clients with income over 200% of poverty guidelines will be referred to attorneys who provide services on a sliding scale. Release forms are secured from clients prior to any legal services being rendered. Client satisfaction surveys and grievance forms are sent to the client at the time of closing their legal assistance file and a summary of results is provided to the County.

Objective C. Legal consultation to HIV-infected individuals is administered by operating an AIDS legal hotline to provide telephone consultation regarding legal issues, operation of legal clinics, conducting home and hospital visits to individuals unable to travel to clinics or HALP's office, providing assistance with preparation and execution of legal documents, coordinating presentations and seminars regarding legal issues affecting people living with HIV. To guarantee that client services are operational within the first 30 days of the contract, HALP will continue to provide the ongoing services which have been operational since 1991, the onset of the program.

4. TARGETED CLIENTELE

Only HIV positive clients age 18 and over who are residents of Maricopa and Pinal Counties are serviced through HALP. HALP services clients with no regard to gender, ethnicity, income level or sexual orientation.

5. SERVICES to RURAL AREAS

Pinal County residents are serviced by HALP responding to case management referrals provided by HIV Care Directions and other organizations in Pinal County. Included in the AIDS and the Law brochure is identification of the toll-free number available to those outside Maricopa County for access to the AIDS legal hotline, legal consultation by telephone via the legal hotline, referral of clients to volunteer attorneys in Pinal County, coordinating presentations and seminars regarding legal issues. Residents of other rural areas outside of Pinal County are referred to the outlying offices of Community Legal Services and AIDS service organizations in their respective areas.

6. PROGRAM FEATURES

HALP is the only program in the state which administers complete legal assistance for HIV-positive persons. HALP's entire roster of attorneys volunteer their time and services to clients.

7. STAFFING MODEL

HALP is staffed by 1 (one) full-time coordinator/paralegal and 1 (one) full-time paralegal. HALP's paralegals are both responsible for responding to all calls on the legal hotline, recruiting volunteers, organizing training opportunities, determining client eligibility, setting up clinic appointments, scheduling clients, maintaining program records, notarizing documents, serving as liaison with referring community agencies, making emergency home and hospital visits, assisting in preparing funding proposals, and responding to audits. HALP's paralegals participate with other AIDS service organizations in community fund-raising efforts throughout the year. HALP's paralegals take advantage of as many trainings related to HIV as possible throughout the year including the bi-annual HIV/AIDS Law and Practice Conference, to fully be able to assist clients. HALP's paralegals are supervised by an attorney who is a member of the State Bar of Arizona. Monthly HALP receives a report from the State Bar of Arizona listing attorneys who are being disciplined. HALP's coordinator reviews the report and would remove from the program's roster any attorneys listed. In 2008 HALP's paralegals expect to assist over 800 clients.

8. CULTURAL COMPETENCY

HALP addresses the issue of cultural competency by assuring that the program's roster includes bi lingual attorneys. HALP also has access to assistance from bi-lingual employees of CLS and VLP. HALP's paralegals also attend cultural competency training whenever it is offered. HALP provides the AIDS and the Law brochure in Spanish to service organizations, medical facilities, and testing sites.

9. COLLABORATIVE EFFORTS

HALP works in connection with Community Legal Services, and the Young Lawyers Division (YLD) of the Maricopa County Bar Association (MCBA). MCBA provides fund-raising and volunteer recruitment support. Community Legal Services (CLS) and Volunteer Lawyers Program (VLP) provide grant administration, administrative and staff support, office space and utilities for HALP. The Maricopa County Bar, Community Legal Services and Volunteer Lawyers programs oversee all aspects of HALP's operation.

10. QUALITY ASSURANCE

The project's quality assurance plan includes a variety of features to help ensure that clients receive prompt, effective legal services and that the project serves the community well. All volunteer attorneys who assist clients are admitted to practice and in good standing with the State Bar of Arizona, and the project receives regular discipline notices from the State Bar and would be notified if a volunteer attorney were subject to discipline. The project's coordinator and staff paralegal are supervised by the attorney VLP director and performance reviewed at least annually. All clients are provided with survey forms and encouraged to provide comments and suggestions about the project's services and provided with a grievance form and information about grieving if they have any complaint. All surveys and any grievance forms are promptly reviewed and appropriate steps taken to address any concerns and suggestions. The project sends an annual survey to key referral sources in the community to request feedback about the services. The coordinator also interacts frequently with representatives of community agencies and can obtain prompt input.

1. DEFINITIONS

- A. DEPARTMENT refers to the Maricopa County Department of Public Health (MCDPH).
- B. CONTRACTOR refers to HIV/AIDS Law Project (HALP).
- C. COUNTY refers to Maricopa County, Arizona.
- D. AIDS is an acronym for Acquired Immune Deficiency Syndrome.
- E. HIV POSITIVE refers to infection with HIV.
- F. HIV is an acronym for Human Immunodeficiency Virus.
- G. ELIGIBLE INDIVIDUALS are defined as persons with an HIV positive or AIDS diagnosis and, in very limited instances, their families who are residents of Maricopa or Pinal Counties.
- H. OUTREACH refers to activities undertaken to solicit new clients for the services provided herein. Such activities may include: distributing flyers, brochures, and/or other printed material describing available services; advertising in local print, radio and/or television media; notifying and/or meeting with representatives from other service organizations to advise them of the availability of services as well as direct encounters with individuals or groups of individuals to inform them of the availability of services.

2. SERVICE CATEGORY

Benefits/Legal Assistance

Planning Council Definition: Provides consultation and representation of civil and legal matters or ancillary legal services including access to services, benefits and entitlements, breaches of client confidentiality, landlord/tenant disputes, immigration law, estate planning/preparation of wills, child custody and guardianship, and HIV related discrimination.

3. SERVICE GOALS

To provide a full range of legal services to people infected with HIV. Services include providing legal consultation through the AIDS legal hotline, direct legal services to individuals by volunteer attorneys, seminars and presentations to groups regarding legal issues confronting those with HIV and continuing legal education seminars to educate lawyers providing services to those infected with HIV.

4. SERVICE OBJECTIVES/ACTIVITIES

Guiding Objective - Support well being of people living with HIV by providing guidance and services regarding legal issues directly related to HIV disease.

Definition - Objective A

Implementation of a marketing and communications program to identify and enroll eligible program participants residing throughout Maricopa and Pinal Counties, inclusive of special activities for rural areas.

Activities

Completion Date

- | | | |
|-----|---|----------|
| A.1 | Development and issuance of press releases to local news publications and articles in those publications. | on going |
| A.2 | Development and distribution of flyers and announcements at local AIDS Service Organizations. | on going |
| A.3 | Coordination of panel presentations regarding legal rights and services offered. | on going |
| A.4 | Coordination of mailings to organizations providing services to HIV-positive individuals. | on going |
| A.5 | Create awareness of HALP by taking part in community AIDS activities. | on going |
| A.6 | Distribution of <u>AIDS and the Law</u> brochure at medical offices, AIDS Service Organizations, community based organizations and HIV testing sites. | on going |

Definition - Objective B

Implementation and strict adherence to program policies and procedures as relate to:

- a. the certification of client medical eligibility;
- b. the certification of client income eligibility;
- c. the securing of mandated client releases of information to allow for a review of client charts and records during periodic site visits (inclusive of client releases or services performed by subcontractors); and
- d. the monitoring of program quality and consumer satisfaction inclusive of a grievance procedure to address client complaints.

Activities

Completion Date

- | | | |
|-----|--|----------|
| B.1 | Determination and documentation of client medical eligibility. | on going |
|-----|--|----------|

<u>Section IV</u>	<u>Work Statement</u>	<u>Ryan White CARE Services</u>
B.2	Determination and documentation of client income eligibility.	on going
B.3	Referral of clients whose annual gross family income exceeds 200% of the official federal poverty guidelines to attorneys who provide services on a sliding fee scale.	on going
B.4	Secure client release forms for each client file.	on going
B.5	Administer client satisfaction surveys at least twice yearly and provide summary of results to County.	on going

Definition - Objective C

Provide legal consultation to clients within Maricopa County.

<u>Activities</u>	<u>Completion Date</u>
C.1 Operate AIDS legal hotline to provide telephone consultation regarding legal issues.	on going
C.2 Schedule clients to meet with volunteer attorneys through clinics.	on going
C.3 Conduct home and hospital visits for individuals unable to travel.	on going
C.4 Provide assistance with the preparation and execution of legal documents.	on going
C.5 Coordinate presentations and seminars regarding legal issues affecting people living with HIV.	on going

Definition - Objective D

Provide legal consultation and services to clients residing in Pinal County.

<u>Activities</u>	<u>Completion Date</u>
D.1 Respond to case management referrals provided by case management agencies and other organizations in Pinal County.	on going
D.2 Provide legal consultation by telephone via the legal hotline to residents of Pinal County.	on going
D.3 Refer clients in need of legal services and representation to volunteer attorneys in Pinal County.	on going

<u>Section IV</u>	<u>Work Statement</u>	<u>Ryan White CARE Services</u>
D.4	Include in the <u>AIDS and the Law</u> brochure an identification of the toll-free number available to those outside Maricopa County for access to the AIDS legal hotline.	on going
D.5	Coordinate presentations and seminars regarding legal issues affecting those with HIV for community organizations.	on going
D.6	Respond to referrals from Legal Services offices in Pinal County for HIV-infected individuals in need of legal representation.	on going

Definition - Objective E

Provide education regarding back to work issues.

Client Profile

Attorneys, Employers and HIV infected Employees.

<u>Activities</u>	<u>Completion Date</u>
E.1 Provide educational training to attorneys assisting program clients.	on going
E.2 Provide educational training to employers, HIV infected employees, and clients regarding back to work issues and responsibilities.	on going

5. OTHER REQUIREMENTS

- A. Contractor will maintain discrete client files for all individuals served and will secure the necessary release of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.
- B. Written Program Progress Reports, Expenditure Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Public Health Mandates; 301 W. Jefferson, 3rd Floor, Suite 3200, Phoenix, Arizona 85003.

Monthly Progress Reports are due on or before the 15th day of the month following the end of the reporting period.

- C. Written Annual Expenditure (Close Out); Equipment Log and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Public Health Mandates; 301 W. Jefferson, 3rd Floor, Suite 3200, Phoenix, Arizona 85003 within 60 days prior to the end of the contract year.

- D. Contractor shall respond to all additional requests for information solicited by County when they are submitted in writing and allow for a minimum of 72 hours to respond.
- E. Contractor shall implement a standardized anonymous client satisfaction survey issued to all program participants at least once during the contract year. The survey is included as Attachment D. Responses to the survey are to be forwarded to County for review no later than 60 days prior to the end of the contract year.

6. **REPRESENTATION AND CONFLICT OF INTEREST**

Contractor and any of its Subcontractors are retained under the terms of this Agreement only for the purposes and to the extent set forth in the Agreement. However, Contractor and its subcontractor, agree not to undertake representation adverse to Maricopa County or any of its Boards, Commissions, Departments or Units, during the effective period of this Agreement as more fully set forth below:

- A. In reference to those duties and responsibilities of Contractor and its Subcontractors under the terms of this Agreement, Contractor and its Subcontractors may appear before County Boards, Commissions, Departments or Units, to assert the interests of eligible individuals.
- B. Contractor and its Subcontractors may not use any of the grant funds which are the subject matter of this Agreement to prosecute any suit against Maricopa County for any matter.

SECTION 5 - ORGANIZATION EXPERIENCE**A. Overall Mission, Goals and Objectives.**

The HIV/AIDS Law Project (HALP) was developed by the Maricopa County Bar Association Young Lawyers Division (MCBA YLD) to provide free legal services to those affected by HIV and AIDS. HALP was formed in 1992 to assess the legal needs of people affected by HIV/AIDS in the Phoenix area and to develop programs to meet those needs.

HALP found that there was a tremendous need for legal services for those affected by HIV/AIDS in the community. Many individuals suffering from HIV/AIDS do not have financial resources to hire private attorneys. HALP volunteer attorneys recognized that the scattered efforts of local service agencies and individual volunteer attorneys were not sufficient to meet the needs of the HIV/AIDS population in the Phoenix area. Thus, the pro bono representation allows for equal access to legal services by low-income, homebound or hospitalized individuals. The brochures and pamphlets were printed to address the most frequently discussed topics as well as to explain the types of services offered by HALP.

The primary goal of HALP has been to make legal services available to those persons in the community suffering from HIV and AIDS who are in need of these services. Oftentimes, people affected by HIV/AIDS are confronted with a variety of legal issues that may ultimately negatively impact their health. Some of those issues include employment discrimination, confidentiality, debtor/creditor issues, and estate planning needs. HALP has reached its goal of providing for those affected by AIDS through its programs.

B. All services currently provided by the Organization and a History of the Organization's service delivery experience and Qualifications.

Since 1992, the Volunteer Lawyers Program has provided staff for HALP. The Volunteer Lawyers Program is sponsored by Community Legal Services. Community Legal Services is submitting the proposal to continue these services for the period from March 1, 2008 to February 28, 2009.

Paralegal: The HIV/AIDS Legal Project employs a full-time coordinator/paralegal and a part-time paralegal trained in HIV-related legal issues who answer the AIDS hotline for legal issues, conduct brief service and advice, schedule clinic clients, recruit volunteer attorneys and make referrals to HALP volunteer attorneys.

Free Legal Clinics: The ongoing goal of the free legal clinics is to provide pro bono representation to as many individuals in Maricopa County as possible. Home and Hospital visits are also provided to those too sick to travel to a clinic. HALP, through its various fund-raising efforts, has fully funded a paralegal to assist with client intake since 1992.

Community Seminars, CLE and Volunteer Training: HALP has conducted and sponsored a variety of CLE seminars since its inception. The CLE programs that have been presented by HALP have served a two-fold purpose. First, the programs have helped train lawyers in areas of the law affecting those with HIV/AIDS to enable them to provide services to the community. The additional purpose served by the CLE programs is to educate lawyers of the rights of the HIV-positive individual so that they can in turn educate their clients and hopefully reduce the discrimination that occurs against the individuals. On an ongoing basis, attorneys also go to local organizations to conduct information seminars on a variety of issues, including landlord/tenant, wills and trusts, employment discrimination and others.

Legal Brochure: The legal brochure was developed by a five-person subcommittee of HALP with a wide range of legal experience. Once the topics to be covered by the brochure were decided upon, subcommittee members with expertise in the specific areas were assigned to write chapters. Chapters were proofed for substantive accuracy by other lawyers with expertise in that area of law. HALP also published a Spanish language version of the brochure to meet the needs of the large Spanish-speaking population in the Phoenix area. The brochure is updated regularly.

Pamphlet: A pamphlet has been developed explaining the services available through HALP. Twelve thousand copies were printed and are being distributed throughout the Phoenix area at HIV testing sites, courts, community centers, health care providers, AIDS service organizations and other locations on a regular basis throughout Maricopa and Pinal counties.

The total number of clients who receive legal services through the programs of HALP each year is in excess of 500. Individuals who have received direct legal services have obtained those services through HALP's office or one on one by an individual lawyer. Additional people have been served through panel presentations and community programs. No individual with a legitimate legal problem has been turned away by HALP, which currently has an attorney base of approx. 60 attorneys to meet client needs.

HALP has an evaluation process whereby clients who receive legal services through HALP programs are asked to complete a questionnaire evaluating the services they received. The evaluations received to date are overwhelmingly positive.

The legal brochure has reached far greater numbers than legal clinics, providing information to the community regarding the legal rights of those affected by HIV/AIDS. The brochure has been printed in English and Spanish. To date, 18,000 copies of the brochure have been printed and distributed to courts, community resource centers, health care providers and AIDS organizations throughout Maricopa and Pinal counties.

HALP continues to reach its goal of providing free legal services to those afflicted with HIV/AIDS. This success is best measured by the number of people reached with its services. Direct legal services now reach more than 500 people per year, and the Project currently has 60 volunteer lawyers providing free legal services. Client response has been overwhelmingly positive.

C. History of Organization's Prior Contracting Experience.

The HIV/AIDS Law Project (HALP) through its sponsor Community Legal Services has contracted with the Ryan White CARE Services Division of the Maricopa County Department of Public Health Mandates for the past fifteen years since 1992.

There have not been any instances of early contract termination or sanctions taken by or against this organization.

D. Actions Taken by the agency to Ensure Culturally-Competent Services Delivery.

No individual with a legitimate legal problem has been turned away from HALP, which currently has an attorney base of more than 60 volunteer attorneys to meet client needs. The program provided direct services to 426 clients during calendar year 2006. 362 clients served were male and 60 were female and 4 were transgender. There were 282 Caucasians, 54 African-Americans, 59 Hispanics, 8 Native Americans, 22 were more than one race and 1 Asian/Pacific Islander. 276 anonymous clients were provided information through HALP's hotline.

HALP also published a Spanish language version of the brochure to meet the needs of the large Spanish-speaking population in the Phoenix area. The brochure is being distributed throughout the Phoenix area at HIV testing sites, courts, community centers, health care providers, AIDS service organizations and other locations throughout Maricopa and Pinal counties.

E. Organization's Linkages to AIDS Service Providers.

PARTNERSHIPS FORMED

By partnering with other organizations, HALP has provided important legal assistance to persons afflicted with HIV/AIDS. Following are some of the state and local organizations that contribute to the success of HALP:

- The coordinator/paralegal and paralegal are funded by the Ryan White CARE Act.
- The legal clinics are held at various service organizations and legal offices.
- HALP was involved in developing a project with Arizona Center for Disability Law, Arizona Bridge to Independent Living and the City of Phoenix regarding Back to Work Issues and the "Ticket to Work" program through the Social Security Administration.
- CLE programs have been co-sponsored with the Arizona Center for Disability Law, a public interest law firm, to train social workers, government employees and others in the community who serve people with HIV/AIDS.
- The Volunteer Lawyers Program (VLP), a division of Community Legal Services, has also provided the office space of the HALP paralegals, the phone line for the AIDS hotline, and initial staffing for the administration of the legal clinics.

Over 100 volunteers assist from various agencies including health professionals, court and community resource centers which distribute the brochure, and AIDS service organizations. The following organizations are a partial list of agencies that distribute information regarding HALP:

Advocates for the Disabled	Aid to Adoption of Special Kids
American Cancer Society	Arizona Center for Law and Public Interest
American Red Cross	Area Agency on Aging
Arizona Department of Health Services	ASU Student Health & Education
Catholic Social Services of Phoenix	Chicano Por La Causa
Brian's House	Hemophilia Association
HIV Center of Excellence	Hospice of the Valley
Banner Health Services	Jewish Family and Children's Services
Maricopa County, STD Clinic	Maricopa County, HIV Counseling Program
Maricopa Medical Center	McDowell Healthcare Center
Mesa Family Health Center	Mosaic Center, Pinal County
Mountain Park Health Center	Phoenix Body Positive
Phoenix Children's Hospital	Phoenix Indian Medical Center
Phoenix Shanti Group	Pinal County Health Department
Planned Parenthood of Central/Northern AZ	Southwest Behavioral Health
Sun Health Hospice Care and Residence	Veterans Administration

The list of partnering entities would not be complete without the partnership within the bar organization and its volunteer attorney members. Over 60 attorneys volunteer their time to assist in the projects of HALP. These attorneys contribute their time and expertise from their practices throughout Maricopa and Pinal counties.

F. Actions the Organization Undertakes to Ensure Appropriate Supervision and Continuing education of Program Staff.

HALP's paralegals are supervised by an attorney who is a member, in good standing, of the State Bar of Arizona. The HALP paralegals receive orientation, training and supervision from the Attorney Director of the Volunteer Lawyers Program and can consult regularly with volunteer attorneys on the panel who have a broad range of experiences. The HALP paralegals take advantage of many training opportunities related to HIV throughout the year including the annual United States AIDS Conference and/or semi-annual HIV/AIDS Law and Practice Conference "From Nuts and Bolts to Cutting Edge."

G. Letters of Support from key Partnering Agencies Attesting to the Organization's Contractual Compliance Capabilities and Collaborative Relationships are attached.

**STATEMENT OF SUPPORT
MEMORANDUM OF UNDERSTANDING
Between Body Positive and the HIV/AIDS Law Project**

Body Positive enthusiastically endorses the HIV/AIDS Law Project (HALP) in its request for Ryan White Title I funding for legal assistance services.

Body Positive supports and shares HALP's commitment to providing a broad continuum of care and services to the HIV infected population. HALP is the sole resource for legal services specifically for people with HIV/AIDS in both Maricopa and Pinal Counties. Renewal of this Title I program is crucial to HALP's ability to continue to positively impact the lives of HIV infected individuals and their families.

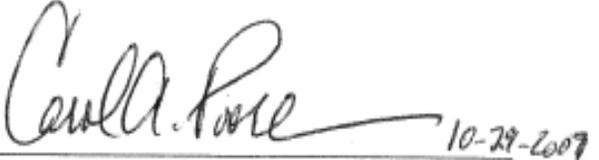
Body Positive recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV positive community. As non-profit agencies, we both understand the importance of forming and maintaining collaborative relationships, while helping clients address their legal needs. Body Positive and HALP will pursue this collaborative effort in the following manner:

1. Body Positive and HALP will continue to provide client referrals to the other agency and its programs and services;
2. Body Positive and HALP will continue to encourage clients to utilize available services and opportunities within each agency;
3. Body Positive and HALP will pursue future opportunities for collaborative events as they arise; and
4. Body Positive and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.



Karen S. Stuart
Coordinator/Paralegal
HIV/AIDS Law Project

Date



Carol A. Poore
President & CEO
Body Positive

Date

**STATEMENT OF SUPPORT
MEMORANDUM OF UNDERSTANDING
Between McDowell Healthcare Center and the HIV/AIDS Law Project**

McDowell Healthcare Center (MHC) enthusiastically endorses the HIV/AIDS Law Project (HALP) in its request for Ryan White Title I funding for legal assistance services.

MHC supports and shares HALP's commitment to providing a broad continuum of care and services to the HIV infected population. HALP is the sole resource for legal services specifically for people with HIV/AIDS in both Maricopa and Pinal Counties. Renewal of this Title I program is crucial to HALP's ability to continue to positively impact the lives of HIV infected individuals and their families.

MHC recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV positive community. As non-profit agencies, we both understand the importance of forming and maintaining collaborative relationships, while helping clients address their legal needs. MHC and HALP will pursue this collaborative effort in the following manner:

1. MHC and HALP will continue to provide client referrals to the other agency and its programs and services;
2. MHC and HALP will continue to encourage clients to utilize available services and opportunities within each agency;
3. MHC and HALP will pursue future opportunities for collaborative events as they arise; and
4. MHC and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 11-13-07

Karen S. Stuart
Coordinator/Paralegal
HIV/AIDS Law Project

Date

Dr. John Post 11/5/07

Dr. John Post
McDowell Healthcare Center

Date

Cheri Tomlinson 11/13/07

**STATEMENT OF SUPPORT
MEMORANDUM OF UNDERSTANDING
Between Pinal/Gila Long Term Care and the HIV/AIDS Law Project**

Pinal/Gila Long Term Care [P/GLTC] enthusiastically endorses the HIV/AIDS Law Project (HALP) in it's request for Ryan White Title I funding for legal assistance services.

P/GLTC supports and shares HALP's commitment to providing a broad continuum of care and services to the HIV infected population. HALP is the sole resource for legal services specifically for people with HIV/AIDS in both Maricopa and Pinal Counties. Renewal of this Title I program is crucial to HALP's ability to continue to positively impact the lives of HIV infected individuals and their families.

P/GLTC recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV positive community. As non-profit agencies, we both understand the importance of forming and maintaining collaborative relationships, while helping clients address their legal needs. P/GLTC and HALP will pursue this collaborative effort in the following manner:

1. P/GLTC and HALP will continue to provide client referrals to the other agency and it's programs and services;
2. P/GLTC and HALP will continue to encourage clients to utilize available services and opportunities within each agency;
3. P/GLTC and HALP will pursue future opportunities for collaborative events as they arise; and
4. P/GLTC and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

 11-5-07

Karen S. Stuart Date
Coordinator/Paralegal
HIV/AIDS Law Project

 11/5/07

Barbara Zwiener Date
Chief Executive Officer
Pinal/Gila Long Term Care



Statement of Support
Memorandum of Understanding
Between HIV Care Directions and the HIV/AIDS Law Project

HIV Care Directions enthusiastically supports the HIV/AIDS Law Project (HALP) in its request for Ryan White Part A funding for legal assistance services.

HIV Care Directions supports and shares commitment to providing a broad continuum of care and services to the HIV infected population. HALP is the sole resource for legal services specifically for people with HIV/AIDS in both Maricopa and Pinal counties. Renewal of this Part A program is crucial to HALP's ability to continue to positively impact the lives of HIV infected individuals and their families.

HIV Care Directions recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV community. As non-profit agencies, we both understand the importance of forming and maintaining collaborative relationships, while helping clients address their legal needs. HIV Care Directions and HALP will pursue this collaborative effort in the following manner:

1. HIV Care Directions and HALP will continue to provide client referrals to the other agency and its programs and services;
2. HIV Care Directions and HALP will continue to encourage clients to utilize available services and opportunities within each agency;
3. HIV Care Directions and HALP will pursue future opportunities for collaborative events as they arise; and
4. HIV Care Directions and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 11/21/07
 _____ Date
 Karen S. Stuart
 Coordinator/Paralegal
 HIV/AIDS Law Project

Debby Elliott 11/21/07
 _____ Date
 Debby Elliott
 Director
 HIV Care Directions

AREA AGENCY
ON AGING
REGION ONE, INCORPORATED

MARY LYNN KASUNIC
President & CEO

1366 East Thomas Road
Suite 108
Phoenix, AZ 85014

phone
(602) 264-2255

toll-free
1-888-783-7500

24-hr Senior HELP LINE
(602) 264-4357
1-888-264-2258

fax
(602) 230-9132

website
www.aaaphx.org

e-mail
answers@aaaphx.org

Council on
Accreditation



Area Agency on Aging
Care Directions
DOVES
ElderVention
Family Caregiver
Support Program
Senior HELP LINE



Volunteer Lawyers Program

A joint project of the Maricopa County Bar Association and Community Legal Services

305 S. SECOND AVENUE • P.O. BOX 21538 • PHOENIX, ARIZONA 85036-1538
OFFICE (602) 258-3434 • FAX (602) 254-9059 • TDD (602) 254-9852

**STATEMENT OF SUPPORT
and
MEMORANDUM OF UNDERSTANDING**
Between the AGAPE Network and the HIV/AIDS Law Project

The AGAPE Network (AGAPE) enthusiastically endorses Community Legal Services, the Volunteer Lawyers Program, and the HIV/AIDS Law Project (HALP) in urging continued and expanded funding for Legal Services for people with HIV and AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act as amended.

AGAPE supports and shares HALP's Vision to assist individuals living with HIV and AIDS to lead lives of greater independence and self-determination by providing the highest quality civil legal assistance through their staff and volunteers to the HIV-infected communities of Maricopa and Pinal Counties. Legal Services are an integral part of the commitment to provide a broad continuum of care and services to the HIV-infected and affected populations. As HALP is the sole Legal Services resource specifically designed to meet the often complex and overwhelming needs of people with HIV/AIDS in the service area, the renewal of Title I funding is crucial to HALP's ability to continue to positively impact the lives of HIV-infected individuals and their families.

AGAPE recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV-positive community. As non-profit tax exempt agencies, we understand the importance of forming and maintaining creative collaborative relationships, while helping clients address their medical, legal, social, and other support service needs. The AGAPE Network and HALP will pursue this collaborative effort in the following manner:

1. AGAPE and HALP will continue to provide client referrals to the other agency and its programs and services;
2. AGAPE and HALP will continue to encourage clients to utilize all available services and opportunities within each agency;
3. AGAPE and HALP will pursue future opportunities for collaborative events as they arise; and
4. AGAPE and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 10-31-06

 Karen S. Stuart Date
 Coordinator/Paralegal
 HIV/AIDS Law Project

Bonnie Heare 11-2-06

 Bonnie Heare Date
~~Chair~~ Executive Director
 AGAPE Network





Volunteer Lawyers Program

A joint project of the Maricopa County Bar Association and Community Legal Services

305 S. SECOND AVENUE • P.O. BOX 21538 • PHOENIX, ARIZONA 85036-1538
OFFICE (602) 258-3434 • FAX (602) 254-9059 • TOD (602) 254-9852

STATEMENT OF SUPPORT

and

MEMORANDUM OF UNDERSTANDING

Between the Bill Holt Clinic at Phoenix Children's Hospital and the HIV/AIDS Law Project

The Bill Holt Clinic at Phoenix Children's Hospital (Bill Holt Clinic) enthusiastically endorses Community Legal Services, the Volunteer Lawyers Program, and the HIV/AIDS Law Project (HALP) in urging continued and expanded funding for Legal Services for people with HIV and AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act as amended.

The Bill Holt Clinic supports and shares HALP's Vision to assist individuals living with HIV and AIDS to lead lives of greater independence and self-determination by providing the highest quality civil legal assistance through their staff and volunteers to the HIV-infected communities of Maricopa and Pinal Counties. Legal Services are an integral part of the commitment to provide a broad continuum of care and services to the HIV-infected and affected populations. As HALP is the sole Legal Services resource specifically designed to meet the often complex and overwhelming needs of people with HIV/AIDS in the service area, the renewal of Title I funding is crucial to HALP's ability to continue to positively impact the lives of HIV-infected individuals and their families.

The Bill Holt Clinic recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV-positive community. As non-profit tax exempt agencies, we understand the importance of forming and maintaining creative collaborative relationships, while helping clients address their medical, legal, social, and other support service needs. The Bill Holt Clinic at Phoenix Children's Hospital and HALP will pursue this collaborative effort in the following manner:

1. The Bill Holt Clinic and HALP will continue to provide client referrals to the other agency and its programs and services;
2. The Bill Holt Clinic and HALP will continue to encourage clients to utilize all available services and opportunities within each agency;
3. The Bill Holt Clinic and HALP will pursue future opportunities for collaborative events as they arise; and
4. The Bill Holt Clinic and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 10-31-06
 Karen S. Stuart Date
 Coordinator/Paralegal
 HIV/AIDS Law Project

Janice Piatt 11/02/06
 Janice Piatt Date
 Director
 Bill Holt Clinic Phoenix Children's Hospital



Volunteer Lawyers Program

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STATEMENT OF SUPPORT

and

MEMORANDUM OF UNDERSTANDING

Between Compassion in Action and the HIV/AIDS Law Project

Compassion in Action enthusiastically endorses Community Legal Services, the Volunteer Lawyers Program, and the HIV/AIDS Law Project (HALP) in urging continued and expanded funding for Legal Services for people with HIV and AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act as amended.

Compassion in Action supports and shares HALP's Vision to assist individuals living with HIV and AIDS to lead lives of greater independence and self-determination by providing the highest quality civil legal assistance through their staff and volunteers to the HIV-infected communities of Maricopa and Pinal Counties. Legal Services are an integral part of the commitment to provide a broad continuum of care and services to the HIV-infected and affected populations. As HALP is the sole Legal Services resource specifically designed to meet the often complex and overwhelming needs of people with HIV/AIDS in the service area, the renewal of Title I funding is crucial to HALP's ability to continue to positively impact the lives of HIV-infected individuals and their families.

Compassion in Action recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV-positive community. As non-profit tax exempt agencies, we understand the importance of forming and maintaining creative collaborative relationships, while helping clients address their medical, legal, social, and other support service needs. Compassion in Action and HALP will pursue this collaborative effort in the following manner:

1. Compassion in Action and HALP will continue to provide client referrals to the other agency and its programs and services;
2. Compassion in Action and HALP will continue to encourage clients to utilize all available services and opportunities within each agency;
3. Compassion in Action and HALP will pursue future opportunities for collaborative events as they arise; and
4. Compassion in Action and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 10-31-06
 Karen S. Stuart Date
 Coordinator/Paralegal
 HIV/AIDS Law Project

Steve Robenalt 11-2-06
 Steve Robenalt Date
 Director
 Compassion in Action



Volunteer Lawyers Program

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STATEMENT OF SUPPORT
and
MEMORANDUM OF UNDERSTANDING
Between Concilio Latino de Salud and the HIV/AIDS Law Project

Concilio Latino de Salud (Concilio) enthusiastically endorses Community Legal Services, the Volunteer Lawyers Program, and the HIV/AIDS Law Project (HALP) in urging continued and expanded funding for Legal Services for people with HIV and AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act as amended.

Concilio supports and shares HALP's Vision to assist individuals living with HIV and AIDS to lead lives of greater independence and self-determination by providing the highest quality civil legal assistance through their staff and volunteers to the HIV-infected communities of Maricopa and Pinal Counties. Legal Services are an integral part of the commitment to provide a broad continuum of care and services to the HIV-infected and affected populations. As HALP is the sole Legal Services resource specifically designed to meet the often complex and overwhelming needs of people with HIV/AIDS in the service area, the renewal of Title I funding is crucial to HALP's ability to continue to positively impact the lives of HIV-infected individuals and their families.

Concilio recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV-positive community. As non-profit tax exempt agencies, we understand the importance of forming and maintaining creative collaborative relationships, while helping clients address their medical, legal, social, and other support service needs. Concilio Latino de Salud and HALP will pursue this collaborative effort in the following manner:

1. Concilio and HALP will continue to provide client referrals to the other agency and its programs and services;
2. Concilio and HALP will continue to encourage clients to utilize all available services and opportunities within each agency;
3. Concilio and HALP will pursue future opportunities for collaborative events as they arise; and
4. Concilio and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 10-31-06

 Karen S. Stuart Date
 Coordinator/Paralegal
 HIV/AIDS Law Project

Elizabeth Valdez

 Dr. Elizabeth Valdez Date 10/31/2006
 Director
 Concilio Latino de Salud



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STATEMENT OF SUPPORT
and
MEMORANDUM OF UNDERSTANDING
Between Ebony House and the HIV/AIDS Law Project

Ebony House enthusiastically endorses Community Legal Services, the Volunteer Lawyers Program, and the HIV/AIDS Law Project (HALP) in urging continued and expanded funding for Legal Services for people with HIV and AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act as amended.

Ebony House supports and shares HALP's Vision to assist individuals living with HIV and AIDS to lead lives of greater independence and self-determination by providing the highest quality civil legal assistance through their staff and volunteers to the HIV-infected communities of Maricopa and Pinal Counties. Legal Services are an integral part of the commitment to provide a broad continuum of care and services to the HIV-infected and affected populations. As HALP is the sole Legal Services resource specifically designed to meet the often complex and overwhelming needs of people with HIV/AIDS in the service area, the renewal of Title I funding is crucial to HALP's ability to continue to positively impact the lives of HIV-infected individuals and their families.

Ebony House recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV-positive community. As non-profit tax exempt agencies, we understand the importance of forming and maintaining creative collaborative relationships, while helping clients address their medical, legal, social, and other support service needs. Ebony House and HALP will pursue this collaborative effort in the following manner:

1. Ebony House and HALP will continue to provide client referrals to the other agency and its programs and services;
2. Ebony House and HALP will continue to encourage clients to utilize all available services and opportunities within each agency;
3. Ebony House and HALP will pursue future opportunities for collaborative events as they arise; and
4. Ebony House and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 10-31-06

Karen S. Stuart
Coordinator/Paralegal
HIV/AIDS Law Project

Date

Elijah Washington 10-31-06

Elijah Washington
Project Director
Ebony House

Date



Volunteer Lawyers Program

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STATEMENT OF SUPPORT
and
MEMORANDUM OF UNDERSTANDING
Between Jewish Family & Children's Services and the HIV/AIDS Law Project

Jewish Family & Children's Services (JFCS) enthusiastically endorses Community Legal Services, the Volunteer Lawyers Program, and the HIV/AIDS Law Project (HALP) in urging continued and expanded funding for Legal Services for people with HIV and AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act as amended.

JFCS supports and shares HALP's Vision to assist individuals living with HIV and AIDS to lead lives of greater independence and self-determination by providing the highest quality civil legal assistance through their staff and volunteers to the HIV-infected communities of Maricopa and Pinal Counties. Legal Services are an integral part of the commitment to provide a broad continuum of care and services to the HIV-infected and affected populations. As HALP is the sole Legal Services resource specifically designed to meet the often complex and overwhelming needs of people with HIV/AIDS in the service area, the renewal of Title I funding is crucial to HALP's ability to continue to positively impact the lives of HIV-infected individuals and their families.

JFCS recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV-positive community. As non-profit tax exempt agencies, we understand the importance of forming and maintaining creative collaborative relationships, while helping clients address their medical, legal, social, and other support service needs. Jewish Family & Children's Services and HALP will pursue this collaborative effort in the following manner:

1. JFCS and HALP will continue to provide client referrals to the other agency and its programs and services;
2. JFCS and HALP will continue to encourage clients to utilize all available services and opportunities within each agency;
3. JFCS and HALP will pursue future opportunities for collaborative events as they arise; and
4. JFCS and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 10-31-06

Karen S. Stuart
Coordinator/Paralegal
HIV/AIDS Law Project

Date

Dr. Tom Updike 11/14/06

Dr. Tom Updike
CEO
Jewish Family & Children's Services

Date



Volunteer Lawyers Program

A joint project of the Maricopa County Bar Association and Community Legal Services

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OFFICE (602) 258-3434 • FAX (602) 254-9059 • TDD (602) 254-9852

STATEMENT OF SUPPORT and

MEMORANDUM OF UNDERSTANDING

Between Native American Community Health Center, Inc. and the HIV/AIDS Law Project

The Native American Community Health Center, Inc. (NACHCI) enthusiastically endorses Community Legal Services, the Volunteer Lawyers Program, and the HIV/AIDS Law Project (HALP) in urging continued and expanded funding for Legal Services for people with HIV and AIDS under Title I of the Ryan White Comprehensive AIDS Resources Emergency Act as amended.

NACHCI supports and shares HALP's Vision to assist individuals living with HIV and AIDS to lead lives of greater independence and self-determination by providing the highest quality civil legal assistance through their staff and volunteers to the HIV-infected communities of Maricopa and Pinal Counties. Legal Services are an integral part of the commitment to provide a broad continuum of care and services to the HIV-infected and affected populations. As HALP is the sole Legal Services resource specifically designed to meet the often complex and overwhelming needs of people with HIV/AIDS in the service area, the renewal of Title I funding is crucial to HALP's ability to continue to positively impact the lives of HIV-infected individuals and their families.

NACHCI recognizes HALP's long history of high quality service delivery and unwavering commitment to the HIV-positive community. As non-profit tax exempt agencies, we understand the importance of forming and maintaining creative collaborative relationships, while helping clients address their medical, legal, social, and other support service needs. The Native American Community Health Center, Inc. and HALP will pursue this collaborative effort in the following manner:

1. NACHCI and HALP will continue to provide client referrals to the other agency and its programs and services;
2. NACHCI and HALP will continue to encourage clients to utilize all available services and opportunities within each agency;
3. NACHCI and HALP will pursue future opportunities for collaborative events as they arise; and
4. NACHCI and HALP will remain amenable to all immediate and future opportunities to perpetuate and further enhance their collaborative relationship.

Karen S. Stuart 10-31-06
 Karen S. Stuart Date
 Coordinator/Paralegal
 HIV/AIDS Law Project

Dennis Huff 11-3-06
 Dennis Huff Date
 Director
 Native American Community Health Center, Inc.

ATTACHMENT A
Application

ATTACHMENT A
SERVICE PROVIDER APPLICATION

Organization:
Address:
City: State: Zip:
Telephone:
Executive Director/CEO:
Person completing this form: Contact Telephone:
Legal Status: [X] Non profit 501-C3 [] Corporation [] LLC [] Partnership [] Other: _____

Years in Business: 54

Maricopa County Vendor Registration Complete: [X] Yes [] No Vendor Number:

Number of paid staff (fte) in your entire organization: 80

Number of volunteer staff in your entire organization:

Do you meet the insurance requirements as described in Section 4.10 of this proposal: [X] Yes [] No
If no, will you be able to meet the requirements upon contract approval: [] Yes [] No

Audit Requirements as described in Section 4.22:
In compliance with OMB Circular A-102 [] Yes [] No [] N/A
In compliance with OMB Circular A-110 [] Yes [] No [] N/A
In compliance with OMB Circular A-122 [] Yes [] No [] N/A
In compliance with OMB Circular A-87 [] Yes [] No [] N/A
In compliance with OMB Circular A-21 [] Yes [] No [] N/A
In compliance with OMB Circular A-133 [X] Yes [] No [] N/A

If N/A on any please explain:

In compliance with the records retention policies as described in Section 4.31? [X] Yes [] No
If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? [X] Yes [] No
If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.50? [X] Yes [] No
If no, describe how you will meet this contract requirement:

Understand the requirements for using the CAREWare central database system as described in Section 4.51 [X] Yes
[] No
If no, describe how you will meet this contract requirement:

In compliance with confidentiality policies as described in Section 4.55? [X] Yes [] No
If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: [] Yes [] No
If yes, please list who you receive the grants from and how long:
Grant Fund 1: Since:
Grant Fund 2: Since:
Grant Fund 3: Since:

ATTACHMENT A
SERVICE PROVIDER APPLICATION

Do you have a financial system in place that will allow you to separate income and expenditures related to each grant and general funds: Yes No

If yes, Describe system: *See attached*

If no, describe how you would be able to implement a system:

Do you have a financial system in place that will allow you to perform third party billing to ensure that funds used under this contract are the payer of last resort? Yes No

If no, describe how you would be able to implement a system for this:

See example below.

Example 5010.20.10.20.

- (1) 5010 is Salary Expense
- (2) 20 is Legal Services Corporation Grant
- (3) 10 is the Yuma Office
- (4) 20 is Family Law.

Therefore 5010.20.10.20 represent the Salary Expense for the Legal Services Corporation Grant of the Yuma Office Family Law Activity. The following numeric items reflect the difference Funds/Grants, Offices and Activities.

Community Legal Services. . .

Our Vision . . .

Civil Justice for All

Our Mission Statement:

Community Legal Services is committed to eliminating poverty-based inequities in the civil justice system by providing high-quality legal advice, advocacy and assistance to low-income Arizonans.

STAFF ORGANIZATION CHART

LILLIAN O. JOHNSON, ESQ.
EXECUTIVE DIRECTOR, COMMUNITY LEGAL SERVICES

PATRICIA GERRICH, ESQ.
DIRECTOR, VOLUNTEER LAWYERS PROGRAM

KAREN STUART
H.A.L.P. COORDINATOR/PARALEGAL
(POSITION FUNDED BY RYAN WHITE FUNDS)

LILLIAN O. JOHNSON, Esq.

Executive Director

Community Legal Services

PO Box 21538 * Phoenix, AZ 85036-1538

305 S. 2nd Avenue * Phoenix, AZ 85003

Phone: (602) 258-3434, ext 2300 * Fax: (602) 253-1536 * Email: ljohnson@clsaz.org

EXPERIENCE

Dec 1982 to present **Executive Director/Chief Executive Officer**
Community Legal Services, Inc.
Phoenix, AZ

Responsible for the overall management and operation of a five county legal service program. The program includes a statewide migrant component, a volunteer lawyers program, three urban offices, three rural offices, 80+ employees and volunteers, and a \$5+ million annual budget.

April 1981 to Nov 1982 **Assistant to the Director and Regional Training Coordinator**
Legal Services Corporation, Chicago Regional Office
Chicago, IL

Provided technical assistance, monitoring/evaluation, training, and coordination to legal service program staff and clients in a ten state midwest region.

Sept 1979 to April 1981 **Supervising Attorney**
Legal Assistance Foundation of Chicago
Chicago, IL

In addition to maintaining an active caseload in a wide variety of civil areas; supervised a full-service legal service office of eight attorneys, two paralegals and two secretaries.

June 1975 to Aug 1979 **Staff Attorney**
Legal Assistance Foundation of Chicago
Chicago, IL

Maintained a general caseload involving civil litigation in state and federal court.

Aug 1971 to Sept 1972 **Assistant Dean of Students**
Middlebury College
Middlebury, VT

Responsibilities included general counseling, student recruitment and admissions, and special projects.

EDUCATION

June 1975 **University of Chicago Law School**
Chicago, IL
Juris Doctor

June 1971 **Howard University**
Washington, DC
Bachelor of Arts

PATRICIA J. GERRICH

P.O. Box 21538

Phoenix AZ 85036-1538

602-258-3434 ext. 2630

EDUCATION

Arizona State University
College of Law, Tempe, Arizona
J.D. May 1983

University of Wisconsin
Graduate School of Social Work
M.S.W. May 1974
Awarded University Graduate Fellowship

Ripon College
Ripon, Wisconsin
B.A. December 1969
Magna cum laude, Phi Beta Kappa

EMPLOYMENT

Director, Volunteer Lawyers Program, Phoenix, Arizona
March 1994 to Present

Director of pro bono program co-sponsored by Community Legal Services and Maricopa County Bar Association. The Volunteer Lawyers Program coordinates free legal services to eligible low-income clients through more than 2,000 volunteer attorneys. Services include phone and in-person brief service from volunteer attorneys, group presentations and clinics, and direct representation to assist 10,000 clients per year. Responsible for supervision of twelve staff members, recruitment and support of volunteer attorneys and other volunteers, program management, recognition, evaluation, and resource development.

Executive Director, The Arc of Arizona, Phoenix, Arizona
February 1987- March 1994

Chief executive of statewide grass roots advocacy organization dedicated to improving the lives of children and adults with mental retardation and other developmental disabilities. Coordinated legislative advocacy including successful efforts to establish preschool services for children with disabilities ages three to five. Responsible for financial management, public awareness, and supervision of seven staff members. Worked closely with hundreds of volunteers and provided technical assistance and support to 24 local organizations throughout the state.

Staff Attorney/Project Director

Arizona Center for Law in the Public Interest, Phoenix, Arizona

October 1983- February 1987

Represented children and adults with disabilities in administrative and court proceedings. Co-counsel in successful class action establishing the right of a class of more than 4,500 chronically mentally ill individuals to appropriate community mental health services. Supervised five advocates.

Prepared community education materials and training materials on the legal rights of the elderly, persons with disabilities, and rehabilitation clients.

Presented group workshops on guardianship for families of adult children with developmental disabilities.

Interviewer, Arizona State University College of Law, Tempe, Arizona

Summer 1983

During law school, participated as an interviewer in a research project on attorney-client relationships.

Emergency Room Social Worker, Maricopa Medical Center, Phoenix, AZ

December 1981- October 1983

During law school, employed part-time providing social work services to people in crisis, primarily indigent patients and their families. Assisted families of patients fatally injured in accidents and many victims of sexual assaults and domestic violence.

Intern, Maricopa County Superior Court, Phoenix, Arizona

Summer 1982

Observed and assisted in Domestic Relations Division with Honorable Gerald Strick.

Legal Research Assistant, ASU College of Law, Tempe, Arizona

June 1981- December 1982

Provided research and writing assistance to Professor Ira Ellman and Professor Ann Stanton.

Social Work Supervisor, Maricopa County General Hospital, Phoenix, AZ
1978-1980

Supervised eleven social workers who provided social services to indigent patients and their families. Emphasized work with children, critically ill newborns, and patients in surgical and medical intensive care units.

Child Welfare Supervisor, Kenosha, Wisconsin, 1976-1978

Medical Social Worker, Waukegan, Illinois 1974-1976

KAREN S. STUART
14056 N. 60TH AVENUE
Glendale, Arizona 85306

OBJECTIVE To be a part of an environment where I can best utilize my skills to assist in client services and satisfaction.

EDUCATION American Institute, Phoenix, Arizona
A.B.A. Approved Associate of Applied Science Degree
Paralegal Studies
October, 1994

Phoenix College, Phoenix, Arizona
Business Management Courses

WORK EXPERIENCE **Volunteer Lawyers Program, Phoenix, Arizona**
Paralegal/Coordinator HIV/AIDS Law Project.
July 1996 - Present
Oversee client intake for HIV/AIDS Law Project, schedule client interviews, recruit and schedule volunteer attorneys, provide brief service and advice to clients, draft summaries of client cases, provide home and hospital visits, assist with grant proposals, create monthly and year end service reports, provide community and continuing education seminars and participate in fund raising efforts.

Volunteer Lawyers Program, Phoenix, Arizona
Paralegal, Bankruptcy and Landlord/Tenant Programs.
April - June 1996
Provide brief service and advice to clients, draft bankruptcy petitions, organize clinics, recruit and schedule attorneys for client services.

Pitney Bowes, Phoenix, Arizona
Mariscal, Weeks, et al, File Room Manager
February 1995 - March 1996
Open and close files, file storage control, client conflict checks, file retrieval and document copying for firm's attorneys.

Volunteer Lawyers Program, Phoenix, Arizona
Paralegal Intern
April 1994-January 1995
Managed case files, conducted initial client interviews, prepared chapter 7 bankruptcy

petitions, scheduled clients for attorney interviews, and participated in weekly staffing referral meetings.

WRITING SKILLS Letters for clients, funding proposal preparation, appeal documentation preparation.

COMPUTER SKILLS WordPerfect, Word, CAREWare, Outlook, WESTLAW LEXIS

References furnished upon request.

ATTACHMENT A
SERVICE PROVIDER APPLICATION

RESPONDENT REFERENCES (A minimum of 5 are required)

RESPONDENT SUBMITTING PROPOSAL: COMMUNITY LEGAL SERVICES
HIV/AIDS LAW PROJECT

ENTITY NAME: HIV Care Directions
ADDRESS: 1366 E. Thomas Road, Ste. 200, Phoenix, AZ 85014
CONTACT PERSON: Debby Elliott (Director)
TELEPHONE: (602) 264-2273 E-MAIL ADDRESS: Elliott@aaaphx.org
NUMBER OF YEARS SERVICE PROVIDED: 15

ENTITY NAME: Phoenix Shanti Group
ADDRESS: 2345 W. Glendale Avenue, Phoenix, AZ 85015
CONTACT PERSON: Keith Thompson (CEO)
TELEPHONE: (602) 279-0008 E-MAIL ADDRESS: KeithT@shantiaz.org
NUMBER OF YEARS SERVICE PROVIDED: 15

ENTITY NAME: Body Positive
ADDRESS: 1144 E. McDowell Road, Ste. 200, Phoenix, AZ 85006
CONTACT PERSON: Carol A. Poore (President & CEO)
TELEPHONE: (602) 307-5330 E-MAIL ADDRESS: cpoore@phoenixbodypositive.org
NUMBER OF YEARS SERVICE PROVIDED: 15

ENTITY NAME: Maricopa Integrated Health System
ADDRESS: 2619 E. Pierce Street, 2nd Floor, Phoenix, AZ 85008
CONTACT PERSON: Cheri Tomlinson (Grants Manager)
TELEPHONE: (602) 344-2629 E-MAIL ADDRESS: cheri.Tomlinson@hcs.maricopa.gov
NUMBER OF YEARS SERVICE PROVIDED: 15

ENTITY NAME: AIDS Drug Assistance Program
ADDRESS: 150 N. 18th Avenue, Ste., 110, Phoenix, AZ 85007
CONTACT PERSON: Laura Kroger (Coordinator)
TELEPHONE: (602) 364-3594 E-MAIL ADDRESS: lkroger@hs.state.az.us
NUMBER OF YEARS SERVICE PROVIDED: 15

COMMUNITY LEGAL SERVICES

AUDITED FINANCIAL STATEMENTS
Years ended December 31, 2006 and 2005

COMMUNITY LEGAL SERVICES
AUDITED FINANCIAL STATEMENTS
Years ended December 31, 2006 and 2005

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Community Legal Services
Phoenix, Arizona

We have audited the accompanying statements of financial position of Community Legal Services (a nonprofit organization) as of December 31, 2006 and 2005, and the related statements of activities, functional expenses and cash flows for the years then ended. These financial statements are the responsibility of Community Legal Services' management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Legal Services as of December 31, 2006 and 2005, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Devries CPAs of Arizona, P.C.

DEVRIES CPAS OF ARIZONA, P.C.

April 24, 2007

COMMUNITY LEGAL SERVICES
STATEMENTS OF FINANCIAL POSITION
 December 31, 2006 and 2005

	<u>2006</u>	<u>2005</u>
ASSETS		
Current assets:		
Cash and cash equivalents - Note 3	\$ 75,780	\$ 334,243
Client trust funds - Note 4	11,445	9,345
Grants and allocations receivable - Note 5	463,167	346,192
Other receivables	19,931	23,383
Prepaid expenses and other current assets	<u>50,782</u>	<u>40,522</u>
Total current assets	621,105	753,685
Employee receivables - Note 6	36,377	50,393
Property and equipment - Notes 7 and 9	<u>879,023</u>	<u>921,955</u>
	<u>\$ 1,536,505</u>	<u>\$ 1,726,033</u>
 LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	\$ 132,297	\$ 78,263
Accrued expenses	34,678	37,384
Accrued payroll	130,378	118,393
Accrued vacation	52,207	43,558
Client trust deposits - Note 4	<u>11,445</u>	<u>9,345</u>
Total current liabilities	361,005	286,943
Mortgage note payable - Note 9	<u>500,000</u>	<u>500,000</u>
Total liabilities	861,005	786,943
Net assets		
Unrestricted:		
LSC - operations	0	0
LSC - property and equipment	282,544	302,292
Non - LSC - operations	66,667	339,654
Non - LSC - property and equipment	<u>96,479</u>	<u>119,663</u>
	445,690	761,609
Temporarily restricted - Note 10	<u>229,810</u>	<u>177,481</u>
Total net assets	<u>675,500</u>	<u>939,090</u>
	<u>\$ 1,536,505</u>	<u>\$ 1,726,033</u>

See Accompanying Notes.

COMMUNITY LEGAL SERVICES
STATEMENTS OF ACTIVITIES
Years ended December 31, 2006 and 2005

	<u>2006</u>	<u>2005</u>
Unrestricted net assets:		
Revenue and support:		
Legal Services Corporation	\$ 3,635,334	\$ 3,770,103
Contributions	107,198	39,063
United Way	152,028	148,231
Other government contracts	816,174	840,930
Grants and other awards	461,420	440,065
Interest income	16,150	11,555
Other revenues	787	1,747
	<u>5,189,091</u>	<u>5,251,694</u>
Net assets released from restriction	177,481	150,213
Total revenue and support	<u>5,366,572</u>	<u>5,401,907</u>
Expenses and losses:		
Program services	4,787,998	4,823,936
Management and general	775,941	778,588
Fundraising	118,552	114,935
Total expenses	<u>5,682,491</u>	<u>5,717,459</u>
Loss on impairment of law library - Note 2	0	43,187
Total expenses and losses	<u>5,682,491</u>	<u>5,760,646</u>
(Decrease) in unrestricted net assets	(315,919)	(358,739)
Temporarily restricted net assets:		
United Way	130,310	135,481
Grants and other awards	99,500	42,000
Net assets released from restriction	<u>(177,481)</u>	<u>(150,213)</u>
Increase in temporarily restricted net assets	<u>52,329</u>	<u>27,268</u>
Net (decrease) in net assets	(263,590)	(331,471)
Net assets at beginning of year	<u>939,090</u>	<u>1,270,561</u>
Net assets at end of year	<u>\$ 675,500</u>	<u>\$ 939,090</u>

See Accompanying Notes.

COMMUNITY LEGAL SERVICES
STATEMENT OF FUNCTIONAL EXPENSES
 Year ended December 31, 2006

	<u>Program services</u>	<u>Management and general</u>	<u>Fundraising</u>	<u>Total</u>
Personnel:				
Attorneys	\$ 1,594,960	\$ 128,991		\$ 1,723,951
Non-attorneys	1,208,289	224,337	\$ 62,906	1,495,532
Employee benefits	<u>934,722</u>	<u>92,561</u>	<u>16,427</u>	<u>1,043,710</u>
Total personnel costs	3,737,971	445,889	79,333	4,263,193
Contract services	50,051	118,590	7,750	176,391
Travel	60,123	11,927	1,129	73,179
Occupancy	272,433	42,195	792	315,420
Office expense	112,840	32,352	6,830	152,022
Audit expense		15,439		15,439
Insurance expense	17,787	682	77	18,546
Telephone	92,076	13,086	987	106,149
Equipment rental	93,937	31,119	20,889	145,945
Training	93,691	4,405	477	98,573
Library	78,551	2,561	85	81,197
Client litigation	85,713			85,713
Professional dues	30,934	562		31,496
Depreciation	46,692			46,692
Property expense	1,075	34,556		35,631
Other	14,124	22,578	203	36,905
	<u>\$ 4,787,998</u>	<u>\$ 775,941</u>	<u>\$ 118,552</u>	<u>\$ 5,682,491</u>

See Accompanying Notes.

COMMUNITY LEGAL SERVICES
STATEMENT OF FUNCTIONAL EXPENSES
 Year ended December 31, 2005

	<u>Program services</u>	<u>Management and general</u>	<u>Fundraising</u>	<u>Total</u>
Personnel:				
Attorneys	\$ 1,541,364	\$ 124,552		\$ 1,665,916
Non-attorneys	1,210,221	277,134	\$ 63,570	1,550,925
Employee benefits	997,692	118,246	24,949	1,140,887
Total personnel costs	<u>3,749,277</u>	<u>519,932</u>	<u>88,519</u>	<u>4,357,728</u>
Contract services	164,601	79,103	529	244,233
Travel	25,767	3,452	546	29,765
Occupancy	263,138	32,690	667	296,495
Office expense	127,048	26,484	3,846	157,378
Audit expense	1,692	14,694		16,386
Insurance expense	17,290	697	10	17,997
Telephone	99,410	11,356	884	111,650
Equipment rental	41,186	10,827	18,503	70,516
Training	97,875	37,479	951	136,305
Library	53,421	2,896	351	56,668
Client litigation	92,159	68		92,227
Professional dues	32,119	206		32,325
Depreciation	43,729			43,729
Property expense	323	35,907		36,230
Other	14,901	2,797	129	17,827
	<u>\$ 4,823,936</u>	<u>\$ 778,588</u>	<u>\$ 114,935</u>	<u>\$ 5,717,459</u>

See Accompanying Notes.

COMMUNITY LEGAL SERVICES
 STATEMENTS OF CASH FLOWS
 Years ended December 31, 2006 and 2005

	<u>2006</u>	<u>2005</u>
Cash flows from operating activities:		
(Decrease) in net assets	\$ (263,590)	\$ (331,471)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	46,692	43,729
Loss on impairment of law library	0	43,187
(Increase) decrease in operating assets:		
Grants and allocations receivable	(116,975)	61,626
Other receivables	3,452	(12,076)
Prepaid expenses and other current assets	(10,260)	7,801
Employee receivables	14,016	25,317
Increase (decrease) in operating liabilities:		
Accounts payable	54,034	16,056
Accrued expenses	(2,706)	4,064
Accrued payroll	11,985	(2,231)
Accrued vacation	8,649	(6,437)
Unearned contract revenues	0	(1,063)
Net cash (used in) operating activities	<u>(254,703)</u>	<u>(151,498)</u>
 Cash flows (used in) investing activities -		
Purchases of equipment	<u>(3,760)</u>	<u>(14,520)</u>
 Net (decrease) in cash and cash equivalents	(258,463)	(166,018)
 Cash and cash equivalents at beginning of year	<u>334,243</u>	<u>500,261</u>
 Cash and cash equivalents at end of year	<u>\$ 75,780</u>	<u>\$ 334,243</u>

Supplemental cash flow information:

No cash paid for income taxes or interest in 2006 or 2005.

See Accompanying Notes.

COMMUNITY LEGAL SERVICES
NOTES TO FINANCIAL STATEMENTS
December 31, 2006 and 2005

NOTE 1 - Nature of operations

Community Legal Services (CLS) is a nonprofit corporation organized for the purpose of eliminating poverty-based inequities in the civil justice system by providing high-quality legal advice, advocacy and assistance. These services are provided to residents of La Paz, Maricopa, Mohave, Yavapai, and Yuma counties, and Native Americans who live off the reservations in Maricopa County and migrant farm workers who live or work in the state of Arizona.

NOTE 2 - Summary of significant accounting policies

Financial statement presentation

CLS is required under generally accepted accounting principles to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted.

Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recognition of donor restrictions

Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the expiration expires in the reporting period in which the support is received. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Grant/contract support

CLS is funded principally by the Legal Services Corporation (LSC) and through various grants, cost reimbursement contracts and contributions. CLS recognizes grant contract funds from LSC over the grant contract period as related costs are incurred. Unexpended funds for use in future periods are reported as unearned contract revenues. LSC may, at its discretion, request reimbursement for expenses or return of funds, or both, as a result of noncompliance by CLS with the terms of the grant contract. In addition, if CLS terminates its legal assistance activities, all unused funds are to be returned to LSC. When the organization receives a grant for a specific project, the funds received are accounted for as unrestricted and expenditures incurred are charged against the grant. Under the terms of the LSC grant, CLS is permitted to carry over no more than 10% of their annualized LSC support. A waiver of this policy up to a maximum of 25% of the recipient's annualized grant amount may be obtained under certain conditions.

Accrued vacation

Vacation pay is accrued as a liability when earned by the employees since the employees receive a vested right to this employee benefit.

COMMUNITY LEGAL SERVICES
 NOTES TO FINANCIAL STATEMENTS - continued
 December 31, 2006 and 2005

NOTE 2 - Summary of significant accounting policies - continued

Property and equipment

Property and equipment acquired with LSC and other government funds is considered to be owned by CLS. However, the property may have to be returned to the grantor should these programs be terminated at some future date. In accordance with LSC Regulations, CLS capitalizes property and equipment purchases in excess of \$1,000. Depreciation of property is computed on a straight-line basis over the estimated service lives of the assets.

CLS capitalized the original historical costs of books, reference materials, and multiple-volume sets of law books. During the year ended December 31, 2006, CLS estimated that the salvage value of its law library was \$64,781, as much of CLS's library now primarily consists of electronic subscriptions to on-line services. An impairment in the amount of \$43,187 was recognized during the year ended December 31, 2005. In accordance with LSC guidelines, the costs of maintaining the library are expensed.

Cash and cash equivalents

CLS considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. CLS maintains its cash in bank deposit accounts which, for short periods of time, may exceed federally insured limits.

Allocation of costs

Expenses of CLS are charged primarily to the LSC grant. However, to the extent other grants and contracts provide for the allocation of such expenses, they are allocated to them in the following manner, to the extent of available support:

- Direct expenditure - directly to the grant or contract.
- Payroll fringe costs - allocated in the relationship the grant's or contract's direct payroll bears to the total direct payroll.
- Other costs - allocated in the relationship the grant's or contract's revenue bears to the total revenue of all grants and contracts.

Private attorney involvement requirement

CLS is required, under the terms of its LSC grant, to spend at least an amount equal to 12-1/2% of its annualized LSC basic funding for private attorney involvement. See Note 11.

Donated space and services

Donated space is valued at fair market value. Donated services are recognized in the financial statements at their fair market value if the following criteria are met:

- The services require specialized skills and the services are provided by individuals possessing those skills.
- The services would typically need to be purchased if not donated.

Although CLS utilizes the services of many outside volunteers, the fair value of these services is not recognized in the accompanying financial statements since they do not meet the criteria for recognition under generally accepted accounting principles.

COMMUNITY LEGAL SERVICES
 NOTES TO FINANCIAL STATEMENTS - continued
 December 31, 2006 and 2005

NOTE 2 - Summary of significant accounting policies - continued

Income tax status

CLS is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to CLS' tax-exempt purpose may be subject to taxation as unrelated business income. In addition, CLS qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi) and has been classified as an organization other than a private foundation under Section 509(a)(1).

NOTE 3 - Cash and cash equivalents

Cash and cash equivalents at December 31, 2006 and 2005 are summarized as follows:

	2006	2005
Checking accounts and petty cash	\$ 71,800	\$ 236,192
Savings, CDs, and money market accounts	3,980	98,051
	\$ 75,780	\$ 334,243

NOTE 4 - Client trust funds

The Arizona State Bar Association requires a separate trust account for clients' payments of fees or court awarded settlements. These amounts are not available for general operating purposes. These funds are reflected on the statement of financial position as part of current assets and current liabilities. Client trust funds were \$11,445 and \$9,345 at December 31, 2006 and 2005, respectively.

NOTE 5 - Grants and allocations receivable

Grants and allocations receivable at December 31, 2006 and 2005 consisted of the following:

	2006	2005
Arizona Foundation For Legal Services & Education	\$ 156,443	\$ 86,586
City of Glendale	16,374	22,053
City of Mesa	43,750	21,780
Department of Justice	36,949	4,245
Disability Advocacy Project	7,079	6,139
Internal Revenue Service	14,980	11,958
Legal Services Corporation	33,359	33,359
Maricopa County Bar Foundation	6,291	0
Maricopa County Dept of Public Health	2,491	11,290
Other	1,762	8,495
United Way	143,689	140,287
	\$ 463,167	\$ 346,192

COMMUNITY LEGAL SERVICES
 NOTES TO FINANCIAL STATEMENTS - continued
 December 31, 2006 and 2005

NOTE 6 – Employee receivables

Effective January 1, 2000 CLS has established an Employee Loan Assistance Program (ELAP) for qualifying attorneys. Attorneys are reimbursed for their student loan payments by CLS. CLS records the reimbursements as receivables and one-half of the receivables are forgiven beginning one year after disbursement and fully forgiven two years after disbursement as long as the attorney continues employment with CLS. All loans under this program are interest-free during the employee's continued employment. ELAP receivables were \$36,377 and \$50,393 at December 31, 2006 and 2005, respectively.

NOTE 7 – Property and equipment

Property and equipment at December 31, 2006 and 2005 are summarized as follows:

	LSC	Non LSC	Total	
			2006	2005
Land	\$ 99,167	\$ 198,333	\$ 297,500	\$ 297,500
Building - see note 9	150,833	635,474	786,307	786,307
Furniture, fixtures and equipment	375,673	77,566	453,239	449,478
	<u>625,673</u>	<u>911,373</u>	<u>1,537,046</u>	<u>1,533,285</u>
Less:				
Accumulated depreciation - building	(60,030)	(255,929)	(315,959)	(295,797)
Accumulated depreciation - furniture, fixtures and equipment	(347,880)	(58,965)	(406,845)	(380,314)
Law library	64,781		64,781	64,781
	<u>\$ 282,544</u>	<u>\$ 596,479</u>	<u>\$ 879,023</u>	<u>\$ 921,955</u>

NOTE 8 – Mortgage payable

The mortgage payable of \$500,000 represents Community Development Block Grant funds received from the City of Phoenix to help purchase the building the Agency currently occupies. The terms of the loan state that if the property is sold or changed to an ineligible use during the first 20 years after acquisition, the entire \$500,000 must be returned to the City of Phoenix. CLS has signed a promissory note in favor of the City that is collateralized by a mortgage on the building. There is no interest and no payments are due in connection with the loan. The mortgage never expires, but after the first 20 years (March 2009), CLS may use the property for any purpose.

NOTE 9 – Temporarily restricted net assets

Temporarily restricted net asset activity for the year ending December 31, 2006 was as follows:

	Beginning balance	Additions	Releases	Ending balance
United Way	\$ 135,481	\$ 130,310	\$ (135,481)	\$ 130,310
Bar Dues Opt Out Program	42,000	99,500	(42,000)	99,500
	<u>\$ 177,481</u>	<u>\$ 229,810</u>	<u>\$ (177,481)</u>	<u>\$ 229,810</u>

COMMUNITY LEGAL SERVICES
 NOTES TO FINANCIAL STATEMENTS - continued
 December 31, 2006 and 2005

NOTE 10 – Private attorney involvement program

For the years ended December 31, 2006 and 2005 expenses relating to private attorney involvement totaled \$510,938 and \$550,362, respectively, or an amount equal to 14.60% and 15.52% of the LSC basic grant award. The value of any donated legal services for this program have not been recorded because they do not meet the criteria set forth in Note 2.

NOTE 11 – Operating leases

CLS leases certain office space and equipment under noncancelable operating leases. Following is a summary of future minimum lease payments:

Year ending December 31, 2007		\$	178,397
2008			146,154
2009			64,023
2010			3,730
		\$	<u>392,304</u>

Total rental expense for all operating leases was \$207,899 and \$181,023 for 2006 and 2005, respectively.

NOTE 12 – Retirement plan

CLS has two 403(b) thrift plans that cover substantially all full-time regular non-union and attorney positions. Participants may contribute to the plan through salary reduction. CLS contributed an amount equal to 4% and 3% of the employee’s annual salary for non-union positions for the years ended December 31, 2006 and 2005, respectively.

CLS has one 401(k) plan developed for members of United Food and Commercial Workers Union, Local 99 (UFCWU). CLS contributed an amount equal to 3% of the employee’s annual salary and a match up to 3% of the annual salary for the years ended December 31, 2006 and 2005, respectively.

Retirement benefits were the subject of good faith bargaining between CLS and UFCWU and CLS and Community Legal Services Attorney Union (CLSAU) in 2005. Retirement expense for the years ending December 31, 2006 and 2005 was \$117,033 and \$134,776 respectively.

NOTE 13 – Current vulnerability due to concentrations of revenue

Approximately 68% and 70% of CLS’ revenues were received from LSC For the years ended December 31, 2006 and 2005, respectively. The operations of CLS are subject to administrative directives and rules and regulations of LSC and other federal, state and local regulatory agencies. Such directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by LSC. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with the change.

CENTRAL OFFICE
P.O. Box 21538
305 South Second Avenue
Phoenix, Arizona 85036-1538

FARMWORKER OFFICE
P.O. Box 21538
305 South Second Avenue
Phoenix, Arizona 85036-1538

EAST VALLEY OFFICE
20 West First Street
Suite 101
Mesa, Arizona 85201

**COMMUNITY LEGAL SERVICES
LAW OFFICES**

ADMINISTRATIVE OFFICE
P.O. Box 21538
305 South Second Avenue
Phoenix, Arizona 85036-1538
Telephone (602) 258-3434
FAX (602) 253-1536
TDD (602) 254-9852

MOHAVE OFFICE
1720 Beverly, Suite A
Kingman, Arizona 86401

YAVAPAI OFFICE
481 N. Mount Vernon
Prescott, Arizona 86301

YUMA OFFICE
201 South 1st Avenue
Yuma, Arizona 85364

VOLUNTEER LAWYERS PROGRAMS
Maricopa County - Central Office
Yavapai County - Prescott Office
Yuma & Pinal Counties - Yuma Office

Community Legal Services, Inc.
Federal Taxpayer ID #86-0166615

BY-LAWS

**Article I
NAME AND STATEMENT OF PURPOSE**

Section I CORPORATE NAME

The name of the corporation shall be COMMUNITY LEGAL SERVICES.

Section II DESCRIPTION

Community Legal Services is a non-profit corporation organized under the laws of the State of Arizona.

Section III PURPOSE

The purpose of Community Legal Services shall be to render legal advice, counseling and representation to low-income persons who cannot afford to retain a private attorney in civil cases, to secure justice and promote measures for their protection.

**Article II
GENERAL MEMBERSHIP**

The organization shall be composed of the Board of Directors.

**Article III
BOARD OF DIRECTORS**

Section I NUMBER OF DIRECTORS

The Board of Directors shall consist of 24-30 (twenty-four to thirty) members who are supportive of the purposes of the Legal Services Corporation Act, and have an interest in, and knowledge of the delivery of quality legal services to the poor.

Section II ATTORNEY BOARD MEMBERS

A. SELECTION OF ATTORNEY BOARD MEMBERS

At least 60% (sixty percent) of the members of the board shall be attorneys (hereafter "attorney board members") licensed to practice in the State of Arizona. A majority of the attorney members shall be selected as follows:

1. 4 (four) - 7 (seven) shall be attorneys appointed by the Maricopa County Bar Association;
2. 1 (one) shall be a faculty member or administrator appointed by the College of Law at Arizona State University;
3. 1 (one) shall be an attorney appointed by the Arizona Center for Disability Law;
4. 3 (three) - 4 (four) shall be attorneys appointed by the State Bar of Arizona;
5. 1 (one) shall be a member appointed by the Yuma County Bar Association;
6. 1 (one) shall be a member appointed by the Mohave County Bar Association;
7. 1 (one) shall be a member appointed by the Yavapai County Bar Association;
8. 1 (one) shall be a member appointed by the East Valley Bar Association; and
9. At least 1 (one) shall be an attorney appointed by one or more of the following: Los Abogados, Hayzel B. Daniels Association, Arizona Women Lawyers Association, Arizona Asian American Bar Association, Arizona Minority Bar Association, Scottsdale Bar Association, West Maricopa County Bar Association, or La Paz County Bar Association.

(Hereinafter, each of the aforementioned organizations shall be referred to individually and collectively as "attorney appointing organizations").

B. QUALIFICATIONS FOR APPOINTEES TO THE BOARD

1. Attorney Appointing Organizations

Pursuant to 45 CFR 1607.3, attorney appointing organizations shall appoint attorney board members that are supportive of the purposes of the Legal Services Corporation Act, 42 USCA 2996, et seq., and have an interest in, and knowledge of the delivery of legal services to the poor. Furthermore, appointments shall be made so as to insure that the attorney members reasonably reflect the diversity of the legal community and the population of the community served by the corporation, including race, ethnicity, gender and other similar factors.

2. Certification of Attorneys

Each attorney appointed shall certify that he/she is supportive of the purposes of the Legal Services Corporation Act, 42 U.S.C.A. 2996, et seq., and has an interest in, and knowledge of the delivery of legal services to the poor.

Section III

CLIENT MEMBERS

A. At least 1/3 (one-third) of the board shall be persons financially eligible, when appointed, to be clients as defined in 45 CFR 1607.2 (hereafter "client board members"). Client board members shall be appointed from the following geographical areas and classes of persons served by the corporation:

1. A majority of the seats shall be filled by residents of Maricopa County;
2. 1 (one) seat from the legal services farm worker client community;
3. At least three (3) members shall be from one of the four (4) rural counties served by CLS, which includes Mohave, Yavapai, Yuma or La Paz County.

B. Client board members shall be appointed by community organizations, neighborhood associations, social service agencies or other appropriate organizations which advocate for, or deliver services to the client community served by the corporation (hereafter "client appointing organizations"). Appointments shall be made that reasonably reflect the diversity of the eligible client population served by the corporation.

C. Each client board member shall certify that he/she falls within the then applicable client eligibility guidelines; that he/she is a resident of

the area he/she represents; and that he/she is supportive of the purposes of the Legal Services Corporation Act, 42 USCA 2996 et seq., and has an interest in, and knowledge of, the delivery of legal services to the poor.

Section IV

EX-OFFICIO MEMBERS

There shall be 2 (two) ex-officio members of the Board of Directors who live within the corporation's service area and have a demonstrated commitment to the purposes of the corporation. The members shall be nominated by the Executive Committee of the Board of Directors and shall be elected by a two-thirds majority of the Board of Directors at a regularly scheduled meeting. Any such member shall certify that he/she supportive of the Legal Services Act, 42 U.S.C.A. 2996 et seq., and has an interest in, and knowledge of, the delivery of legal services to the poor. Ex-Officio members shall have all rights and powers of appointed members, except that they may not serve as Board President, Treasurer, or appointed to serve on the Executive Committee.

Section V

TERM OF OFFICE

Except as provided herein, members of the Board shall serve no more than 6 (six) consecutive years, but a member's term may be extended until his/her replacement has been appointed as provided in Sections II or III above. Furthermore, if the normal 6 (six) year term of the President or Co-President will expire within 12 (twelve) months of the end of his/her term of office, that member's term will be extended for 1 (one) additional year from the end of his/her term as President or Co-President before his/her position is declared eligible for filling by the appropriate appointing authority. Notwithstanding the foregoing, in no event shall any member's term exceed 8 (eight) consecutive years measured from the date of his/her appointment.

Section VI

VACANCIES

In case of any vacancy existing on the Board of Directors through death, resignation, disqualification or other cause, the appointing organization shall appoint a replacement to fill the unexpired term. The appropriate appointing organization shall designate a replacement to hold office for the unexpired term. If such designation does not occur within a reasonable time and after good faith efforts, then another organization, at the President's request, may designate a replacement to hold office for the unexpired term. In the case of a vacancy existing on the Board of Directors through death, resignation, disqualification or other cause of the at-large ex-officio member, the remaining directors, by affirmative vote of a majority thereof, may elect a successor to hold office for the unexpired portion of the term which shall be vacant until the appointment of a successor. The at-large member of the board shall be replaced by nominations from the board and upon a majority vote of the board.

Section VII

MEETINGS

A. TYPES OF MEETINGS

1. Annual Meeting

There shall be an annual meeting of the membership to be held each year at such time and place as the board may determine for the election of the at-large director and the transaction of any other business properly brought before the meeting. The time for holding the annual meeting of the members of the Community Legal Services may be altered by a majority vote of the members at any meeting.

2. Regular Board Meetings

Regular board meetings shall be scheduled as the board may determine.

3. Special Board Meetings

Special meetings may be called by the President or by a majority of the directors, at such time and place as the board from time-to-time may determine. The purpose or purposes of such meeting shall be set forth briefly in the notice thereof.

B. QUORUM REQUIREMENTS

At any board meeting, a quorum for the transaction of business shall consist of a majority of the number of directors then actually in office and serving, so long as at least 3 (three) client members of the board are present.

C. ATTENDANCE

Board members may attend, participate in and vote at any board or committee meeting by means of teleconference equipment by which all persons participating in the meeting may hear one another.

A board member who is absent from 3 (three) consecutive meetings without a reasonable explanation to the President of the board within 10 (ten) days after the meeting, shall forfeit his/her seat on the board.

D. NOTICE

Notice shall be given of all annual and regular meetings by delivering the same personally, by transmitting via facsimile, by email, or by depositing a prepaid notice thereof in a United States Post Office mailbox, addressed to each member at his last known place of residence as shown by the board records, within a reasonable time preceding the meeting, and shall state the object or objects thereof.

E. VOTING

A vote of the majority of those board members present at a meeting shall decide any matter. Each member shall be entitled to one vote on each matter submitted to vote.

F. PROXIES

Proxies shall not be honored or valid at any meeting. Members may attend and vote in person, or participate in and vote at any board or committee meeting by means of teleconference equipment by which all persons participating in the meeting may hear one another.

Section VIII

POWERS OF THE BOARD

The powers of the Board of Directors shall include the following:

- A. Establishment of standards of eligibility of applicants for legal services;
- B. Establishment of standards covering scope of legal services to be made available;
- C. Appointments of agents to act on behalf of the Community Legal Services;
- D. Determination of major program policies;
- E. Selection of the officers of the board; and
- F. Hire and evaluate the executive director of Community Legal Service Services.

<p>Article IV OFFICERS</p>
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Section I

DESIGNATION

The officers of Community Legal Services shall consist of a President or Co-Presidents, Vice President or Co-Vice Presidents, Secretary, and Treasurer.

Section II

ELECTION OF OFFICERS

The officers shall be elected from among the members of the board at the annual meeting.

Section III

DUTIES OF OFFICERS

A. PRESIDENT OR CO-PRESIDENTS

The President or Co-Presidents (references in the By-Laws to President shall include Co-Presidents) shall preside at all board meetings, appoint committees with the concurrence of the board, and sign and execute authorized documents in the name of the Community Legal Services. The President shall do and perform such other duties, and have such powers, as from time-to-time may be assigned to him/her by the Board of Directors.

B. VICE PRESIDENT(S)

The Vice-President or two Co-Vice Presidents shall serve in the absence or unavailability of the President or Co-Presidents and shall have such other duties as may be assigned to him/her from time to time by the Board of Directors or delegated to him/her by the President or Co-Presidents.

C. SECRETARY

The Secretary shall, in general, perform all duties incidental to the office of the Secretary, except for recording and preparing board minutes.

D. TREASURER

The Treasurer shall make such reports and accounting of financial affairs of the corporation as shall be required by the board from time-to-time, and shall perform other duties as may be assigned to him/her by the President or the Board of Directors.

Section IV

TERM OF OFFICE

The term of office of a duly elected officer and the additional directors selected by the Board of Directors to serve on the Executive Committee, shall be one (1) year unless he or she should resign or be removed from office.

Section V

VACANCIES

A vacancy in any office shall be filled by the board to complete the unexpired term.

**Article V
COMMITTEES**

Section I

GENERAL PROVISIONS

The Community Legal Services Board shall have such committees or task-forces as the board may establish from time-to-time in the performance of its duties.

Section II **APPOINTMENTS**

Committees shall be appointed by the President.

Section III **RATIFICATION**

All actions taken by a committee, except for the Executive Committee (as stated in Section IV), must be ratified by the Board.

Section IV **EXECUTIVE COMMITTEE**

The Executive Committee shall be comprised of the officers of the Board of Directors, the immediate past President(s), and from 2 (two) to 4 (four) additional directors selected by the officers of the Board of Directors and the immediate past President(s), with the designation of such additional members subject to veto by a vote of the Board of Directors at a regularly scheduled meeting. At least 2 (two) members of the Executive Committee will be client-eligible directors. The term of office for each member of the Executive Committee shall be 1 (one) year, beginning and ending as of the annual meeting when new officers are elected. The Executive Committee may act on behalf of the full Board of Directors in connection with routine matters, matters specifically delegated to it by the Board of Directors, and emergency matters designated by the President as requiring action between regular meeting of the Board of Directors. Any emergency actions shall be reported to the Board of Directors at its next scheduled meeting, but are not subject to ratification or nullification.

Section V **NOMINATION COMMITTEE**

The President shall appoint a Nominating Committee which shall recommend candidates to serve as officers of the Board of Directors of Community Legal Services.

<p>Article VI AMENDMENT</p>

These By-Laws may be altered, amended, repealed, or new By-Laws adopted when the notice of such meeting shows changes proposed to be made by a majority of the Board of Directors present at any annual meeting, regular meeting, or special meeting.

*Amendments approved by CLS Board
of Directors on January 4, 2006*

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Secretary of the Arizona Corporation Commission, do hereby certify that

*****COMMUNITY LEGAL SERVICES*****

a domestic nonprofit corporation organized under the laws of the State of Arizona, did incorporate on February 13, 1953.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Nonprofit Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-3122, 10-3123, 10-3125, & 10-11622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 12th Day of October, 2004, A. D.



Brian C. McNeil
Executive Secretary

By *Craig Caplan*

**ATTACHMENT B
Pricing & Budget Form**

NAME OF ORGANIZATION: Community Legal Services

Fed. Employee ID # (FEIN) 86-0166615

ADDRESS: 305 South 2nd Avenue
Phoenix, Az

AUTHORIZED CONTACT Patricia Gerrich

TELEPHONE 602-258-3434 x 2630 FAX 602-254-9059

E-MAIL pgerrich@clsaz.org

PRIMARY CONTACT Karen Stuart

TELEPHONE 602-258-3434 x 2820 FAX 602-254-9059

EMAIL kstuart@clsaz.org

SERVICE CATEGORY _____

GRANT PERIOD: 03/01/2008 02/28/2009
Start Date End Date

AMOUNT \$ 67,859.13

(Section I)

Organization

Community Legal Services

Contract Number

(Enter Contract #)

Service Category

0

Grant Period

March-08

Through

February-09

Narrative of Grant:

(Enter the Planning Council Definition of this service.)

(Section II)

Budget Requested:

\$ 67,859.13

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	1.3867 FTE	\$-	\$45,866.08	\$45,866.08
Personnel:	Fringe/Benefits		-	11,482.23	11,482.23

Subtotal: Personnel	-	57,348.31	57,348.31
---------------------	---	-----------	-----------

Other Direct Costs					
Travel			-	1,156.79	1,156.79
Supplies			-	1,369.00	1,369.00
Equipment			-		
Contractual			-	-	-
Program Support			-	1,200.00	1,200.00
Other Professional Services			6,785.03	-	6,785.03

Subtotal: Other Direct Costs		6,785.03	3,725.79	10,510.82
-------------------------------------	--	----------	----------	-----------

Total Operating Expenses		6,785.03	61,074.10	67,859.13
---------------------------------	--	----------	-----------	-----------

(Personnel and Other Direct Costs)

Indirect Costs	-		-
-----------------------	---	--	---

Indirect Rate	0%
----------------------	----

(Providers claiming an indirect cost must submit their most current negotiated

indirect cost rate issued by the cognizant federal agency.)

Total Costs of Grant	(Percent of Total)	6,785.03	61,074.10	\$67,859.13
-----------------------------	--------------------	----------	-----------	--------------------

(Total Operating Expenses plus Indirect Costs)

	10%	0%
--	-----	----

GRANT BALANCE

(Grant Revenue less Total Costs of Grant)

\$0.00

The Grant balance must equal zero
YOUR BUDGET DOES NOT MATCH THE CONTRACT VALUE - PLEASE REVISE AND SUBMIT

Finance Approval _____ Date: _____

Exec. Director Approval _____ Date: _____

Administrative Agent _____ Date: _____

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The following tabs are to be used to update the Budget Cover Sheet.

All backup is required with each grant.

 These cells indicate provider required entry.

Personnel All staff paid in full or part from this Ryan White Title I grant are to be listed in the following chart.

Staffing Provider Entry Auto Calculation

(C)	(C - a)	(D)	(E)	(F) = (A)*(E)*(D)	(G) = (F)*(B)	(H)	(I)	(J) = (F)*(I)	(K) = (G) * (I)	(L) = (F) - (J)	(M) = (G) - (k)
Staffing Community Legal Services 0											
Position Title	Last Name	FTE	Rate	Gross Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status	Percent applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
Paralegal	Stuart	1	17,4106	36,214.05	9,065.92	D	0%	-	-	36,214.05	9,065.92
Part-time Paralegal	Currently vacant	0.3867	12	9,652.03	2,416.31	D	0%	-	-	9,652.03	2,416.31
				-	-	0	0%	-	-	-	-
				-	-		0%	-	-	-	-
				-	-			-	-	-	-
				-	-			-	-	-	-

Calculating Annual Salary	2080
---------------------------	------

(Rate x Annual Hours)

Benefits	
Benefits	Percent
FICA	7.65%
Unemployment	0.27%
Pension	4.00%
Workmen Comp	0.25%
Dental Insurance	0.50%
Life Insurance	0.40%
Long-term Dis	0.46%
Health Insurance	11.50%
TOTAL	25.03%

				-	-			-	-	-	-
				-	-		0%	-	-	-	-
TOTAL		1.3867		45,866.08	11,482.23			-	-	45,866.08	11,482.23

(Admin)
(Direct
Service)

0
1.387

FTE
FTE

(N) = (D)* (I)
(O) = (D) *
(1-I)

Percent
FTE

0%
100%

(P) = (N) /
((N) + (O))
(Q) = (O) /
((N) + (O))

1.39

TRAVEL

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White CARE Act Title I funds.

- 1 Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.

	(A)	(B)	(C)	(D) = (B)*(C))*(A)	(E)	(F)	(G)
Mileage Community Legal Services 0							
		Annual Miles Budgeted (Per 1 FTE)	Miles Applied to Grant	Budget \$0.49			Description
	FTE				Admin	Direct Svc	
1	Admin	0	0	\$-	-	-	
2	Direct Svc	1.3867	1720	2385.124	1,156.79	\$1,156.79	Mileage is estimated at 1,720 at 48.5 cents per mile
	TOTAL		1720	2385.124	1,156.79	-	1,156.79 \$1,156.79

(Total Miles applied to this grant)

(B) Note - Budget annual mileage for 1 FTE.

2 Other Allowable Travel

At this time, Maricopa County Health Care Mandates has determined that costs included in this section are Administrative Costs.

(A)	(B)	(C)	(D) = (B)+(C)	(E) = (D)	(F)	(G)
Other Allowable Travel Community Legal Services 0						
Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Direct Service	Description
1	\$-	\$-	-	-	0	
Description					0	
2	\$-	\$-	-	-	0	
Description					0	
3	\$-	\$-	-	-	0	
Description					0	
			-	-	-	\$-

		Admin	Direct Service	Total
SUMMARY	(Travel)	-	1,156.79	1,156.79

The supplies line item is used to budget funds for supplies used in the operations of the budget. This category can include general office supplies and program/medical supplies.

General Office Supplies: includes pens, paper, toner, etc.

(Apply at FTE Ratio)

1

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
General Office Supplies Community Legal Services 0					
Item	Annual Budget	Admin 0%	Direct Service	Total	Narrative
1 Office Supplies	1369	-	1,369.00	1,369.00	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
TOTAL		-	1,369.00	TOTAL	\$1,369.00

Program Supplies

Program Supplies have been deemed Direct Service.

2

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies Community Legal Services 0						
Description	Annual Budget	Admin	Direct			Narrative
1	0	0	-			
2			-			
3			-			
4			-			
5			-			
TOTAL		-	-	TOTAL		\$-

Equipment less than \$1,000 - includes computers, fax machines, shredders, and adding machines to be used in the operations of this grant.

(Apply at FTE Ratio)

3

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
Equipment less than \$1,000 Community Legal Services 0					
Description	Allocated Budget	Admin 0%	Direct Service	Total	Narrative
1	0	-	-	-	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
TOTAL		-	-	TOTAL	\$-

Summary - 1,369.00

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

Equipment greater than \$1,000

1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

	(A)	(B)	(c)	(D) = (B * (1 - (C)))	(D) = (B) + (C)	(E)
Equipment greater than \$1,000 Community Legal Services 0						
Item Budgeted	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative	
1	0	-	-	-		
2		-	-	-		
3		-	-	-		
4		-	-	-		
5		-	-	-		
TOTAL		-	-	TOTAL	\$-	

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services. Use this section for both professional and clerical support.

Consulting

1 Consulting - Include any payments anticipated for consulting and capacity building services

Consulting Community Legal Services 0							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
1		0	-	0%	-	-	
	Licenses / qualifications						
	Narrative						
2	0	0	-	0%	-	-	
	Licenses / qualifications						
	Narrative						
3			-		-	-	
	Licenses / qualifications						
	Narrative						
4							
				TOTAL	-	-	\$-

Subcontracts

2 Include any payments for subcontracts to provide services under this grant.

Backup is required for each subcontract listed in this section.
Maricopa County Department of Public Health

will enforce the 10% administrative Cost Cap established by HRSA for first-line entities receiving Title I funds.

Subcontracts Community Legal Services 0							
Contract Provider	Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service
1 Delta			-	0%	-	-	
Service(s) Provided							
Narrative							
2			-		-	-	
Service(s) Provided							
Narrative							
3			-		-	-	
Service(s) Provided							
Narrative							
				TOTAL	-	-	\$-

Other Program Support

1 Telephone

Telephone Community Legal Services 0					
Description	Annual Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1 Cell Phones	0	-	-	-	
2 Direct Line	300	-	300.00	300.00	
3		-	-		
TOTAL		-	300.00	TOTAL	\$300.00

2 Copy/Duplicating

Copy/Duplicating Community Legal Services 0					
Description	Budget	Admin 0%	Direct Service	Total	Narrative Justification
1 Program Brochures					
	0		-	-	
2 Other Copying/Duplicating					
Copy/Duplicating Client Documents	700	-	700.00	700.00	
	0	-	-	-	
	0	-	-	-	
TOTAL		-	700.00	TOTAL	\$700.00

Budget Category 6 4

3 Postage

Postage Community Legal Services 0					
Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1 Estimated Mailing cost of Client Documents	200	-	200.00	200.00	
		-	-		
TOTAL		-	200.00	TOTAL	\$200.00

4 **Utilities**

Utilities have been deemed 100% administrative. (Ruling 6.6.B05)

Utilities Community Legal Services 0					
Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 **Other Program Support**

Other Program Support Community Legal Services 0					
Description	Budgeted Amount	Admin 0%	Direct Service	Total	Narrative
1		-	-	-	
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

1 **Audit/Accounting/Finance**

Audit/Accounting/Finance Community Legal Services 0							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description
a	0	0	-		-		
	Cost Method Used						
	Budget Justification						
b			-		-		
	Cost Method Used						
	Budget Justification						
c					-		
	Cost Method Used						
	Budget Justification						
				TOTAL	-		\$ -

2 **Insurance**

Insurance Community Legal Services 0							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a Malpractice Ins	16178	4%	711.83		711.83		
	Cost Method Used						
	Budget Justification						
b	0	0%	-		-		
	Cost Method Used						
	Budget Justification						
c		0%	-		-		
	Cost Method Used						
	Budget Justification						
				TOTAL	711.83		\$ 711.83

3 Rent/Space

Rent/Space Community Legal Services 0							
Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a 305 South 2nd Ave estimated cost	9640	63%	6,073.20		6,073.20		
Cost Method Used							
Budget Justification							
				TOTAL	6,073.20		\$ 6,073.20

4 Other Professional Service

Other Professional Service Community Legal Services 0							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description
a	0	0	-	0%	-	-	
Cost Method Used							
Budget Justification							
b			-		-	-	
Cost Method Used							
Budget Justification							
c					-	-	
Cost Method Used							
Budget Justification							
			-	TOTAL	-	-	\$ -

Instructions: Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book
 This sheet allows for planning and cost calculations for services to be provided under this grant.
 Providers may utilize this sheet to determine costs of units that they are proposing for the contract.
 Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Organization Name:
 Contract:

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Number of Units Proposed	(D) Proposed Fee Per Product/D eliverable	Schedule of Deliverables												(E) Total Payment Per Objective/A ctivity
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	Comunication	Estate Planning	3,578	11.79	291.68	339.31	455.39	232.16	220.25	220.65	267.87	467.29	315.5	220.55	267.87	279.78	42,167.11
2	Comunication	Housing	1,422	4.98	115.93	134.85	180.99	92.27	87.54	87.66	106.46	185.72	125.39	87.54	106.46	111.19	7,084.73
3	Comunication	Health Care	1,605	5.79	130.88	152.25	204.02	104.17	98.83	98.83	120.2	209.68	141.57	98.83	120.2	125.54	9,295.74
4	Comunication	Bankruptcy	1,651	5.58	134.62	156.6	210.18	107.15	101.65	101.65	123.63	215.5	145.61	101.65	123.63	129.13	9,220.02
5	Comunication	Hot Line	64	1.43	5.22	6.07	8.15	4.15	3.94	3.94	4.79	8.36	5.64	3.94	4.8	5	91.53
6			-	-													-
7			-	-													-
8			-	-													-
TOTAL			8,320		678	789	1,059	540	512	513	623	1,087	734	513	623	651	

67,859.13
 \$67,859.13
 \$0.00
 (Over
 Budget)

- (A) From the Work Statement - enter which activity this unit relates to.
- (B) Product/Unit Name - Enter the name that identifies this unit.
- (C) Enter the number of units proposed for the contract year.
- (D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.
- Schedule of Deliverables Enter the number of units BY MONTH proposed in the corresponding column and row.
- (E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

1

Unit of Service (Name)	Estate Planning
Unit Definition (Describe the Unit)	Face to face or telephone consultation or services for HIV+ persons living in Maricopa County. HIV related document preparation, research, correspondence or similar activities clearly related to the legal services provided via this proposal
Units Proposed	3578
Percent of Total	43%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Paralegal	preparing legal documentation.	17.41	4.36	22	29	10.52
	telephone consultation		-	-	-	-
	appointment setting/Hotline Calls		-	-	-	-
	research/Correspondence		-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						10.52

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	1,156.79	3,578	43%	0.14
Supplies	1,369.00			0.16
Equipment	-			-
Contractual	-			-
PS	1,200.00			0.14
Other Direct Costs	-			-
				10.97

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	-	-	-	43%	3,578.00	-
Total Admin Labor Cost						-

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
Travel	-	3,578	43%	-
Supplies	-			-
Equipment	-			-
Contractual	-			-
PS	-			-
Other Direct Costs	6,785.03			0.82
				0.82

Indirect	-			-
				11.79

Instructions: Use this worksheet to submit manual calculations of proposed reimbursement rates for services provided under this grant.

Complete one section for each unit of service proposed. (i.e, face-to-face visit)
 It is the Provider's responsibility to adequately identify costs associated with this service.
 Unallowable and/or unnecessary costs will be rejected by MCDPH.

Unit Name:
 Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
 (PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total -

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost Input the amount PER UNIT
Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total -

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total -

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total -

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total -

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

--

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

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(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

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1			
2			
3			
4			
5			
6			
7			
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9			
10			
	Total	-	

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Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total -

Description of Cost Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Justification Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

ATTACHMENT C
Work Plan
Maricopa County Health Care Mandates
Ryan White Part A Program
Phoenix, EMA
FY 2008/2009

HIV/AIDS LAW PROJECT FY 2008/2009

WORK PLAN FOR LEGAL SERVICES

Performance Measure FY 2008/2009

- 1) Number of new clients = **230**
- 2) Number of returning clients = **480**
- 3) Face to Face visits = **436** (218 clients x 2 appts.)

- 4) Client only telephone calls = **130** (65 clients x 2)
- 5) Other encounters = **90**
- 6) % of compliance = **100**
- 7) Total # unduplicated clients = **840**

Challenge:

Persons living with HIV/AIDS in this EMA face multiple legal issues which adversely affect their health and other day to day activities.

Goal:

To administer high quality legal assistance to HIV+ persons to alleviate legal problems they face which will assist them in maintaining a good quality of life.

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/ EVALUATION METHODS
<p>Objective 1: To assist 358 new and returning clients in completion of Estate Planning documents by February 29, 2008.</p>	<p>The project will: Prepare Wills, Powers-of-Attorneys, Do-Not-Resuscitate orders and other documentation which allows the clients to place in writing their wishes regarding finances, healthcare, end of life issues and final arrangements for themselves and their minor dependents when applicable.</p>	<p>Implementation: Ongoing by client requests/referrals</p> <p>Responsible staff: Program paralegals</p>	<p>Narrative Measure Statement: Using database reports and service activity from telephone or face-to-face encounters.</p> <p>Service Unit Name: Face-to-Face or Telephone</p> <p>Service Unit Description: 1 unit = 15 minutes.</p> <p>Units to be Provided:</p>
			3578

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS
<p>Objective 2:</p> <p>To provide 203 clients with legal information, intervention and representation in regards to housing matters.</p>	<p>The project will:</p> <p>provide eligible clients with legal information, intervention and representation ensure access to eligible benefits and life issues re: housing discrimination, landlord disputes and eviction process matters for themselves and their minor dependents living with the eligible client when applicable.</p>	<p>Implementation:</p> <p>Ongoing as requested by clients/referrals.</p> <p>Responsible staff: Program paralegals</p>	<p>Narrative Measure Statement:</p> <p>Using database reports and service activity from telephone or face-to-face encounters.</p> <p>Service Unit Name: Face-to-Face or Telephone</p> <p>Service Unit Description:</p> <p>1 unit = 15 minutes.</p> <p>Units to be Provided:</p> <p style="text-align: right;">1422</p>
<p>Objective 3:</p> <p>Provide Healthcare Assistance to 123 clients.</p>	<p>The project will:</p> <p>provide eligible clients with legal information, intervention and representation ensure access to eligible benefits and life issues related to Social Security, disability and medical benefits denials for themselves and their minor dependents living with the eligible client when applicable.</p>	<p>Implementation:</p> <p>Ongoing as requested by clients/referrals.</p> <p>Responsible staff: Program paralegals</p>	<p>Narrative Measure Statement:</p> <p>Using database reports and service activity from telephone or face-to-face encounters.</p> <p>Service Unit Name: Face-to-Face or Telephone</p> <p>Service Unit Description:</p> <p>1 unit = 15 minutes.</p> <p>Units to be Provided:</p> <p style="text-align: right;">1605</p>

OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS
<p>Objective 4:</p> <p>Provide bankruptcy assessment and assistance to 150 clients.</p>	<p>The project will:</p> <p>Answer questions and/or concerns to anonymous callers in the area of legal services that are approved for funding under Ryan White Part A policies in written or telephone communications appropriate to the caller's needs.</p>	<p>Implementation:</p> <p>Ongoing as requested by clients/referrals.</p> <p>Responsible staff: Program paralegals</p>	<p>Narrative Measure Statement:</p> <p>Using database reports and service activity from telephone or face-to-face encounters.</p> <p>Service Unit Name: Face-to-Face or Telephone</p> <p>Service Unit Description:</p> <p>1 unit = 15 minutes.</p> <p>Units to be Provided:</p> <p style="text-align: right;">1651</p>
OBJECTIVES:	ACTIVITIES	IMPLEMENTATION PLAN/POSITIONS REQUIRED	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS
<p>Objective 5:</p> <p>To provide service to 64 callers to the hotline phone line.</p>	<p>The project will:</p> <p>Provide legal information, intervention and representation to eligible clients to assist with assessment and carry out the appropriate legal action to bankruptcy issues directly necessitated by the client's HIV status.</p>	<p>Implementation:</p> <p>Ongoing as necessitated by phone calls.</p> <p>Responsible staff: Program Paralegals</p>	<p>Narrative Measure Statement:</p> <p>Using database reports and service activity from telephone encounters.</p> <p>Service Unit Name: Telephone</p> <p>Service Unit Description:</p> <p>1 unit = 15 minutes.</p> <p>Units to be Provided:</p> <p style="text-align: right;">64</p>

COMMUNITY LEGAL SERVICES, 305 SOUTH 2ND AVENUE, PO BOX 21538, PHOENIX, AZ 82035

PRICING SHEET: NIGP CODE 9487411

Terms:	NET 30
Vendor Number:	W000007700 X
Telephone Number:	602/258-3434
Fax Number:	602/253-1536
Contact Person:	Gordon Lewis
E-mail Address:	kstuart@clsaz.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2011.