

The Medical-Legal Partnership Toolkit

Phase II: Building Infrastructure

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Team members from the MLP between Medical-Legal Partnership | Boston and the Women's Health Unit at Boston Medical Center

Developed by the National Center for Medical-Legal Partnership
at the George Washington University School of Public Health and Health Services

NATIONAL CENTER FOR MEDICAL-LEGAL PARTNERSHIP

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NCMLP recognizes that the engine for most of the early medical-legal partnerships has been the intrepid leadership and sweat equity of committed legal and health professionals who, against the odds, met and worked to build programs together. We salute those individuals, and express our gratitude to their pioneering efforts; their experiences are reflected in this toolkit.

About the Medical-Legal Partnership Toolkit

Since 2006, the National Center for Medical-Legal Partnership (NCMLP) has helped healthcare and legal institutions develop partnerships to better care for vulnerable populations. After nearly a decade of providing technical assistance, NCMLP designed this toolkit to guide healthcare and legal professionals through the process of building strong and sustainable MLPs that reflect the populations they serve and communities they live in.

All medical-legal partnerships (MLPs) address health-harming legal needs that disproportionately affect people at or near the poverty level. These partnerships are defined by their adherence to two key principles. First, healthcare and legal professionals use training, screening and legal care to improve patient and population health. Second, this legal care is integrated into the delivery of healthcare and has deeply engaged health and legal partners at both the front-line and administrative levels.

At the same time, each MLP responds to the unique needs of the population and clinic or hospital it serves by deploying its specific resources. It is critical that each burgeoning partnership takes the time to assess the need in their local community and how the existing health and legal landscapes meet that need before formalizing a partnership.

This toolkit is broken into three separate stages:

PHASE I: Laying the Groundwork helps potential partners assess their population's needs to best position their MLP and assess the local health and legal landscapes to better understand the professional world of their partners.

PHASE II: Building Infrastructure helps partners formalize their relationship in a Memorandum of Understanding and lay out MLP activities and each partner's responsibilities.

Phase III: Sustaining and Growing the Partnership helps partners strengthen the integration of services, incorporate more legal interventions at the clinic and system levels to target population health, and begin to measure the work of their MLP.



INSIDE PHASE II: BUILDING INFRASTRUCTURE

A NOTE FOR LAWYERS

The Memorandum of Understanding is NOT designed as a contract for services between a healthcare and legal entity.

Rather, think of an MOU as the raw material for grants and contracts. It forms the foundation of the MLP. It is also the operating document that explicitly sets the expectation for both health and legal partners that the MLP will provide legal care through training, screening, patient, clinic and population health interventions.

Successful MLPs will need to focus resources and impact in each domain to meet the needs of the populations being served at the local level.

Phase II of the medical-legal partnership toolkit helps healthcare and legal partner institutions formalize their relationship through a Memorandum of Understanding (MOU). The MOU is a renewable agreement that is entered into for a set period of time and formalizes and supports the MLP by outlining the key responsibilities and expectations of both partners, individually and collectively. Creating an MOU is an opportunity to prioritize integration and set joint priorities -- a critical step that should take place *before* beginning service delivery. Most important, the MOU will help catalyze the clinic or hospital and population health changes that will dramatically increase the impact MLP can have for vulnerable patient-clients.

This toolkit offers a suggested structure for the MOU, provides background information and suggested content for each section, and offers advice on who should be involved in drafting the document.

The Essence of the MOU

The MOU supports maximizing integration by outlining the individual responsibilities and shared ownership for MLP activities. Individually, each health and legal partner institution will contribute leadership and staff, provide appropriate protection in terms of insurance, and always respect and abide by the privacy and confidentiality provisions that their partners' environment requires. Their collective duties will require considerable joint planning and shared responsibilities around: education, evaluation, resource sharing/access, and day-to-day administrative tasks. The MOU will also define casework that the MLP will handle and outline any special notes and provisions. The MOU will curb misunderstanding and help build a solid foundation that fosters communication, collegiality, and trust among the parties.

Common Barriers to Successful MOU Completion

**These barriers reflect common stumbling blocks many MLPs have encountered over the last 20 years. Read through the barriers below and some of the strategies to overcoming them.*

Barrier #1: Risk-focused legal stakeholders (either at legal aid or healthcare general counsel) overshadow healthcare perspective with legal analysis.

Remedies: (1) Revisit conversations regarding mutual vision and alignment and revise language toward problem-solving. (2) Ensure participation or re-engage healthcare/clinical leaders to bring focus back to partnership. (3) Connect questioning leaders with peers in other regions who have successfully overcome these concerns.

Barrier #2: Minimal or zero discussion about funding mechanisms and sustainability.

Remedies: (1) Revisit the budget and staffing discussions with a clear emphasis on where the resources will come from to support the work. (2) Discuss realistic expectations for both program activities and funding sources. (3) Practice maximum flexibility in delineating project activities and goals, and prepare to disengage if you cannot agree on how to support the project financially.

Barrier #3: Ill-defined project activities and deliverables.

Remedies: (1) Revisit discussion of health care institution priorities, along with existing resources and needs to address health-harming legal problems. (2) Refine/realign legal care options to promote healthcare priorities.

Barrier #4: Promising too much impact or service level for too few resources.

Remedy: Revisit healthcare priorities, and align resources and activities in a pilot that will test the level of legal care/resources deployed to manage the risk.



THE MOU DEVELOPMENT PROCESS

Staff and Leadership Involved in Drafting the MOU

Think of developing an MOU as an opportunity to build support and momentum for the shared goals of both organizations. It is likely that the main “champions” of the program at each institution will take the lead in drafting the MOU, but it is important to have strong input both from:

1. **A core team of front-line legal and health care team members including an attorney, paralegal, *pro bono* attorney, physician, nurse, social worker and mid-level healthcare administrator.** These are representatives from the groups that will be working with patient-clients and delivering MLP services. They can speak to the unique perspective of their professions and raise opportunities and concerns for program deployment. Gathering their feedback during the MOU drafting phase will help with buy-in once the program is operational, and these individuals can be ambassadors for the program within their own professions and departments.
2. **Administration at both the healthcare and legal institutions.** It is likely that someone in a senior leadership position (e.g. Executive Director, CEO, Board of Directors member) will be the MOU signatory for each agency. Ideally, you want more from this group than their seal of approval. The more input you have from administration while drafting the MOU, the more buy-in and support you are likely to have as the partnership becomes operational.

Suggested Steps for Drafting, Reviewing, Signing and Revisiting the MOU

1. The full group described above meets to discuss broadly the goals and expectations of the partnership.
2. The legal and healthcare champions draft an MOU based on the discussion and send to everyone for review.
3. The legal and healthcare champions meet with reviewers individually to discuss feedback and make revisions.
4. The legal and healthcare champions double check the MOU to ensure that timelines are set for deliverables and implementation as necessary in provisions throughout the agreement. (e.g. *Health partner will allocate \$50,000 during year 1 towards the general operations of the MLP OR Legal partner will allocate one full-time attorney to the MLP for the first six months and by end of year 1 will have allocated one additional part-time attorney and one full-time support staff for MLP operations.*)
5. Appropriate administrative leadership at both institutions sign the MOU.
6. The MOU is shared widely and used as a team building tool. The MOU becomes a standing agenda for discussing program activities and impact. This will solidify the model and help team members anticipate, confront and address challenges that may impede progress/implementation.

STOP! Checkpoint: Is everyone satisfied?

Ensure the MOU addresses as many expectations from both sides as possible. If either partner is not satisfied with the MOU or cannot come to an agreement, then you may contact NCMLP for further technical assistance or revert back to Phase I of the toolkit and work to find a partner that will be a better fit.

MOU CHECKLIST

Memorandums of Understanding can be organized in several ways. Outlined below are the basic sections all MLP MOUs should include. Depending on your MLP's unique circumstances more sections may be needed and can be added as necessary. The order of these three sections can vary and so can the content included in them.

<u>I. Preamble</u>	
	a. Statement of purpose
	b. Strategic goals
<u>II. Common Provisions</u>	
	a. Training and education
	b. Evaluation
	c. Funding
	d. Administration
	e. Term, renewal and termination of MOU
<u>III. Legal Services Partner Responsibilities</u>	
	a. Leadership and staff
	b. Resource allocation and access
	c. Insurance
	d. Privacy / confidentiality
<u>IV. Health Partner Responsibilities</u>	
	a. Leadership and staff
	b. Resource allocation and access
	c. Confidentiality
<u>V. Appendix</u>	
	a. Issues addressed by MLP and legal care services provided
	b. Issues NOT addressed by MLP and legal care services NOT provided
	c. Conflicts of interest

Each section is explained in detail on pages 6 - 10. It's a good idea to keep this checklist close by while writing the MOU to make sure you include all the necessary sections.

Suggested Resource:

Three full sample MOUs are included in Appendix E of this Phase of the MLP Toolkit (pages 15-26). They come from real MLPs situated in a children's hospital, a Veterans Medical Center and a community health center. The institution names and identifying information have been redacted.



EXPLAINING THE SECTIONS AND CONTENT OF AN MOU

Part I: Preamble

The preamble states the objectives the MOU was created to support, and therefore, both partners must jointly plan and flesh out the purpose and strategic goals of the medical-legal partnership.

a. Statement of Purpose

The statement of purpose should clearly define the problem you are seeking to address. It should aim to answer two simple questions: (1) Why does your MLP exist? and (2) What does your MLP do? Some version of this statement of purpose was already articulated in the needs assessment of Phase I of this toolkit.

When you have drafted your statement of purpose, use these questions to check its validity.

1. Is our statement realistic and plausible?
2. Is our statement specific and relevant to the work we want to do?
3. Will our statement motivate our internal (employees, lawyers, doctors) audiences?

Keep editing until you have the most condensed version without compromising your message. It is always a good idea to test your statement of purpose on your internal audiences. Making sure that your team agrees with and is involved in the development of your core values and purpose is empowering and will ensure a clear and consistent message throughout the organization from the start. Also, revisit your statement of purpose over time and ensure that it always remains relevant as your MLP evolves.

Sample statements of purpose

1. The purpose of our MLP is to add legal professionals to the superutilizer team at Pacific Northwest University Hospital and provide legal training, screening and care around disability and guardianship issues for high utilizing patients, both to help reduce healthcare costs and improve the health and well-being of this patient population.
2. The purpose of the medical-legal partnership between ABC Legal Assistance and St. Michael's Hospital is to improve the health of children in Cleveland with asthma by providing legal training, screening and care around poor housing conditions for children seen at the hospital.

Note that both of these sample statements defined the population served, the type of legal needs being addressed and the intended outcome.

a. Strategic Goals

Include 3-5 strategic goals for the medical-legal partnership. They should be specific and directly assist you in achieving the statement of purpose.

Sample strategic goals

1. Develop a standardized procedure for screening all superutilizer identified patients for disability denials.
2. Develop a standardized procedure for screening all asthmatic patients for housing problems.

Part II: Common Provisions

This section of your MOU requires both joint planning and sharing of resources, knowledge, and expertise to execute. It includes five categories: (1) education; (2) evaluation; (3) funding; (4) administration; and (5) term, renewal, and termination of the MOU.

Suggested Resource:

Cincinnati developed best-in-class MLP training on social determinants of health available on AAMC MedEd Portal

a. Training & Education

Outlines the bi-directional educational activities and trainings of the MLP.

Understanding each other's environment, terminology, and systems is crucial to sustaining your MLP. MLP relies on bi-directional, not one-directional, learning. Cross training sessions, especially during the first few months, are crucial to get staff on both sides up-to-date on how to identify and effectively resolve health-harming legal issues in the population. For example, sessions on how to identify health-harming legal needs for doctors, nurses, and other hospital staff will be needed along with sessions on understanding the health landscape for lawyers. Both parties should work together to create at least 3-5 training sessions a year to increase knowledge and exposure for both health and legal sides.

Suggested Resources:

MLP Literature Review

Opportunities to Collect Data (Appendix A)

MLP Metrics Introduction (Appendix B)

b. Evaluation

Outlines the data that will be tracked by the MLP and how.

Evaluating MLP activities is key in ensuring the service provided to patients and the community is effective and utilizing resources in its best capacity. This is an area where healthcare providers, many of whom are trained in data collection, have much to teach the legal community. Joint planning is critical here so that data being collected aligns with healthcare priorities.

Quarterly or bi-yearly meetings should be conducted to evaluate the MLP program, get feedback from all staff and volunteers, and implement changes and formulate solutions based on this feedback. This forum can be used to collate best practices and disseminate them to the NCMLP to share with the MLP Network.

Suggested Resources:

MLP Cost-Sharing Menu (Appendix C)

MLP Sample Budget (Appendix D)

c. Funding

Outlines how current partnership expenses will be covered alongside future fundraising expectation.

One of the greatest obstacles to long-term sustainability is reliable and renewable sources of funding. Ensuring proper funding of the MLP activities is the responsibility of both the health and legal partners, and can take on a range of forms. Historically, most MLPs have not successfully negotiated proper allocation of resources, and as a result legal partners have frequently borne the brunt of the operating cost of the MLP – despite the significant advantage that healthcare partners have in securing resources for healthcare innovations and interventions, alongside the basic fact that MLP programs accrue a benefit directly to healthcare partners and their patients – which merits an investment of resources. Ultimately, shared resources underscores buy-in and shared responsibility in all aspects of the partnership. An agreement should be reached for health partner institutions over allocation of funds over a given period of time, and this should be included in the Health Partners Responsibilities section of the MOU.

A note of caution for legal partners: Legal programs that offer MLP services without a concomitant investment from their health partners not only risk program success and sustainability, but they jeopardize

future investment in other programs both locally and nationally by undercutting the necessity of shared funding. Some healthcare leaders have pushed back on shared cost structures for MLP programs after observing a handful of early MLP programs that did not seek shared funding.

d. Administration

Outlines administrative and support requirements related to human resources, financial management and case management.

Human Resources includes information on administering salaries, benefits and training, support and supervision for employees and volunteers. Financial Management includes information on allocating budget and tracking expenditures and sources of funding. Case Management includes information on referral systems, case logging, tracking, review, and follow up and any other administrative functions necessary for day to day operations of the MLP. Depending on resources, all or part of the ownership of human resources, financial management, and case management functions are split up between partners. If this is the case be sure to write them appropriately and specifically into either the Health Partner Responsibilities or Legal Service Partner Responsibilities sections as applicable.

e. Term, Renewal and Termination of MOU

Outlines the number of years the MOU will be in effect and any guidelines and provisions surrounding its renewal, additions and termination.

Part III: Legal Services Partner Responsibilities

This section of the MOU outlines the specific responsibilities of the Legal Services provider, including (1) leadership and staff; (2) resource allocation and access; (3) insurance; and (4) privacy and confidentiality.

a. Leadership and Staff

Outlines the members of the legal staff (i.e. attorneys, legal aid executive director, paralegal, etc.) and their specific job responsibilities.

Example 1: The MLP Attorney strictly handles MLP cases and is available on-site at the health providers' facility. [Due to lack of resources, many MLP's write in provisions for case work to be shared until resources are secured to place an attorney on-site solely to focus on MLP case work.]

Example 2: The Legal Aid Executive Director will provide leadership, expertise, raise visibility, and assist in budgeting, raising funds, and strategic planning in collaboration with leadership at the healthcare institution.

In addition to the above positions, legal institutions may specifically allocate volunteers and staff for administrative and support purposes, add more attorneys, or appoint social workers and other expert staff to assist in MLP cases depending on case load and available resources.

b. Resource Allocation and Access:

Outlines access to other experts and departments (i.e. public benefit attorneys) and any other resources including software or case tracking systems to assist in case work and to conduct and improve MLP operations.

Evaluating MLP activities is key in ensuring the service provided to patients and the community is effective and utilizing resources in its best capacity. This is an area where healthcare providers, many of whom are trained in data collection, have much to teach the legal community. Joint planning is critical here so that data being collected aligns with healthcare priorities.

Quarterly or bi-yearly meetings should be conducted to evaluate the MLP program, get feedback from all staff and volunteers, and implement changes and formulate solutions based on this feedback. This forum can be used to collate best practices and disseminate them to the NCMLP to share with the MLP Network.

c. Insurance

Outlines provision of adequate insurance for attorneys and students that will represent the MLP.

d. Privacy / Confidentiality

Outlines attorneys' responsibilities toward patient privacy.

Attorneys and staff must respect and honor the patient information and medical records of which they become aware while working at an MLP. Additionally, attorneys and staff are required to respect and honor the medical and legal confidentiality requirements applicable to client/patient medical records and other Protected Health Information pursuant to state and federal law and applicable professional codes (e.g., HIPAA, medical confidentiality, and attorney-client privilege.)

Suggested
Resources:

Chapter 6
of the MLP
textbook

Part IV: Health Partner Responsibilities

This section of your MOU outlines the specific responsibilities of the health partner institution and providers, including (1) leadership and staff; (2) resource allocation and access; and (3) confidentiality.

a. Leadership and Staff

Outlines the members of the healthcare staff (i.e. physicians, nurses, social workers and administrators, etc.) and their specific job responsibilities.

Example 1: The MLP Project Coordinator is a single primary contact within the health facility for access to assist in coordination of the day-to-day operations of the MLP project.

Example 2: The Medical Director provides leadership and expertise, raises visibility, and assists in budgeting and strategic planning in collaboration with Legal Services Executive Director. The Medical director will also advocate for funds and support for the MLP within the health facility.

In addition to the above positions, health institutions may specifically allocate volunteers and staff for administrative and support purposes, appoint social work and nursing champions with protected time to perform similar functions as medical directors.

b. Resource Allocation and Access

Outlines access to office space, parking, computer, Internet, voicemail, software, social workers, language access and other departments and expertise to conduct and improve day-to-day MLP operations on-site.

c. Confidentiality

Outlines healthcare providers' responsibilities toward client privacy.

Healthcare providers must respect and honor the attorney-client privilege and the ethical confidentiality requirements that MLP representatives must maintain with their clients pursuant to state and federal law and applicable professional codes.

Part V: Appendix

This section of your MOU should include special provisions and guidelines regarding:

a. Types of legal care and issue areas which will be addressed by the MLP team

This section should offer both the scope of areas addressed by the MLP (e.g. housing evictions, social security disability benefits, etc.) and the scope of services provided (e.g. Seven healthcare provider trainings, 75 case consultations by attorneys with healthcare providers, 50 patient legal case intakes and representations, two systemic advocacy projects, etc.)

b. Types of legal care and issue areas which will not be addressed by the MLP team

c. Any conflicts of interest that exist or persons that are not eligible for representation by the MLP



NEXT STEP CONSULT WITH THE NATIONAL CENTER

Once the MOU is finalized and signed, MLP operations can begin. However, it is recommended that your MLP stay in contact with NCMLP for continued technical assistance and support. We recommend:

Three month check-in

After three months of operations and on-site case management, please reach out to the NCMLP for a technical assistance check-in. During this check-in, NCMLP will confirm membership in the MLP Network and will link your MLP to the Network map on the NCMLP website. If your MLP is not ready for integration into the Network, then troubleshooting and technical assistance and guidance will be provided.

Nine month check-in

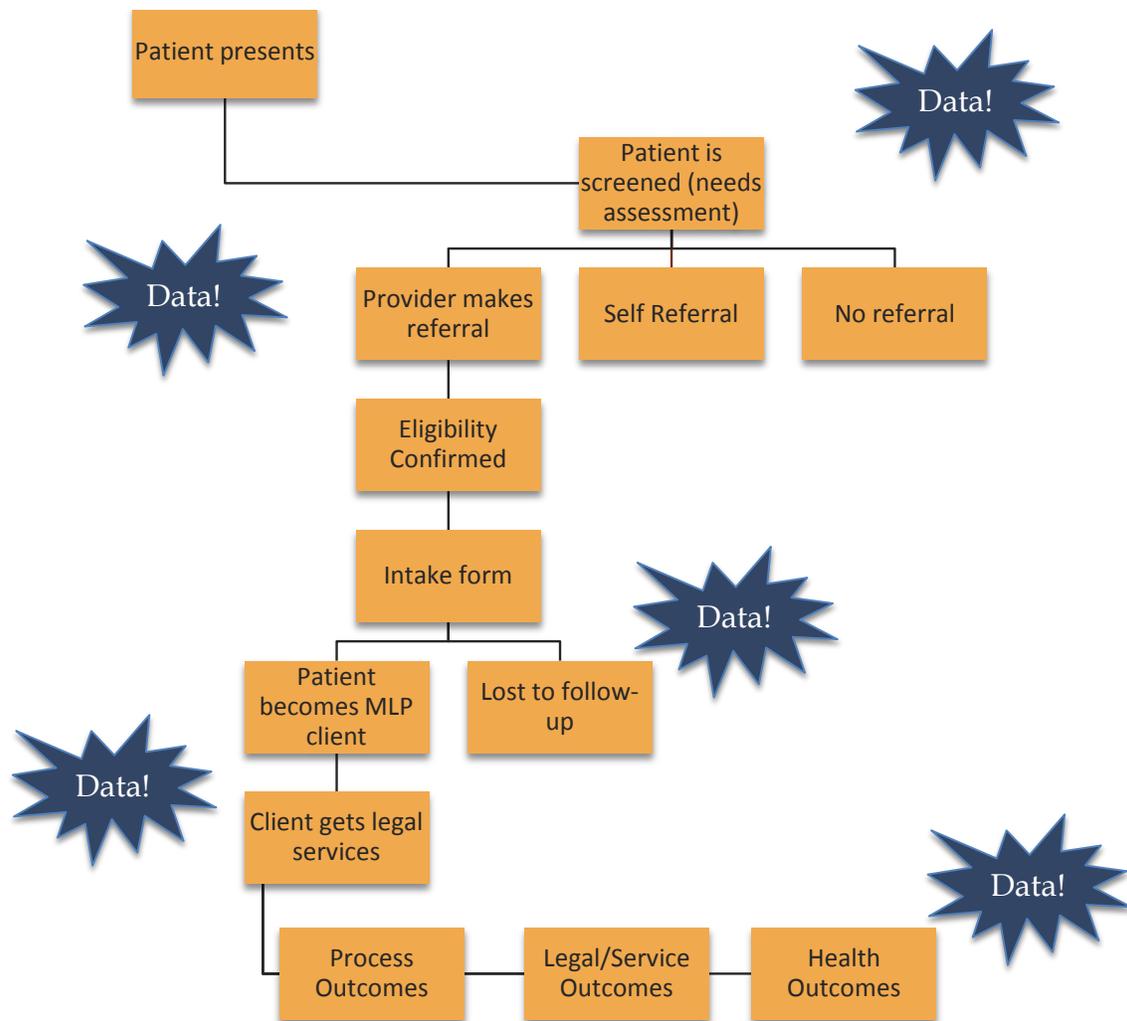
This check-in will take place nine months after your MOU is signed or six months after your last check-in call. This call will be used to determine if your MLP is ready for **PHASE III of the toolkit: Growing and Sustaining the Partnership**, which covers evaluation strategies and expanding legal care to include interventions at the clinic or hospital and systemic levels to move toward addressing population health.



TOOLKIT PHASE II APPENDICES

Appendix A: Opportunities to Collect Data

The chart below outlines how most patient-clients find their way to MLP services, and the various points at which interventions can be measured. You should think broadly about what data you want to collect and where you can collect it.



Appendix B: Introduction to MLP Metrics

While no set of universal metrics exists yet for medical-legal partnership, the following outcomes have been measured by partnerships to demonstrate impact.

Outcomes and Evaluation Tools		
Process Measures	Legal Services Measures	Intermediate Health Measures
<i>Client was appropriately screened for legal needs</i>	Client's legal issue resolved/unresolved	Client increased access to health services
<i>Legal needs were appropriately identified</i>	Client obtained or maintained household income	Client reduced Emergency Room use
<i>Appropriate referral was provided</i>	Client received retroactive benefits	Increase in number of clients with regular provider
<i>Client obtained legal help</i>	Client completed/received legal documentation	Client reduced overnight hospital stay
<i>Client increased understanding of legal rights</i>	Client increased access to services	Client perceived stress reduced
<i>Client was connected with another resource</i>		Client self-report health status
<i>Client was satisfied with services</i>		Client self-efficacy
<i>Residents or Providers received legal training</i>		
<i>Residents or Providers increased their legal knowledge/understanding</i>		
<i>Residents or Providers increased confidence in working with legal services</i>		

Appendix C: Sample Cost-Sharing Menu for MLP Services*

*Based on a cost-sharing framework generated by Medical-Legal Partnership | Boston.

To be successful, both the legal partner and healthcare institution must commit financially to the partnership. This cost-sharing menu is not intended to be an exact guide but rather to (1) get both partners thinking about attaching cost to the AMOUNT and TYPE of services provided; and (2) ensure both partners are thinking about the financial resources they are committing to the MLP.

	Planning Grant	\$50k / year	\$100 k / year	\$150 k / year
Training	Joint planning across legal, health and social service communities over 6-12 months.	• 4-part advocacy series for HC team	• 5-part advocacy series for HC team	• 6-part advocacy series for HC team
Patient Legal Care		• 100 HC provider consults w/ legal team • On-site legal clinic bi-weekly • Intake interviews w/ 30 patients • Legal advice and assistance on 75 legal matters	• 150 HC provider consults w/ legal team • On-site legal clinic weekly • Intake interviews w/ 50 patients • Legal advice and assistance on 120 legal matters	• 150 HC provider consults w/ legal team • On-site legal clinic weekly • Intake interviews w/ 65 patients • Legal advice and assistance on 150 legal matters
Clinic Legal Care		• 1 new advocacy toolkit for HC team	• 2 new advocacy toolkits for HC team	• 3 new advocacy toolkits for HC team
Systemic Legal Care			• 1 policy change collaboration	• 2 policy change collaborations

In addition to cash resources, it is suggested that healthcare institutions make the following resources/infrastructure available to the MLP team: (1) Designation of healthcare team directors (e.g., physician, nurse, social worker) with protected time; (2) Access to interpreter, translation, social work, domestic violence, and IT support services, (3) Private space for on-site MLP activities (e.g., client interviews) with necessary IT features, and (4) Periodic integration of other key healthcare leadership (QI, Communications, Development) .

Appendix D: Sample MLP Budget

Below is a sample MLP budget. On average, this staffing commitment could provide: (1) 5-10 trainings for the healthcare team; (2) 50-200 lawyer-to-healthcare provider case consultations; (3) 50-100 legal intakes / representation with patients; and (4) two toolkits or clinic quality improvement initiatives to address legal needs more efficiently and serve thousands of patients (e.g. incorporating a utility shut off protection form letter into the Electronic Health Record.) As a general rule, case consultations with healthcare providers require considerably less attorney time than legal intakes. The budget below does not reflect all of the team members who will help deliver MLP services. One of MLP's strength is as a leveraging mechanism for existing community resources -- broad internal legal aid expertise and casehandling capacity and internal healthcare expertise and capacity that is only unleashed by the legal team. The staffing outlined in the sample budget is what is necessary to optimize/ trigger those resources.

The most important thing to consider when devising your budget is the scope of services your partnership plans to offer. The staffing commitment below will not meet the legal needs of an entire hospital's patient population. You need to match the staffing to the project scope you outlined in Phase I of the toolkit. Depending on the number and type of legal issues being addressed and how upstream you are addressing those needs, you should adjust the staff size and expectations accordingly. This may mean budgeting for additional attorney, social worker or community health worker time. Alternatively, it may mean dedicating a significantly larger portion of an attorney's time to training, case consultations and clinic quality improvement initiatives or toolkits, while greatly reducing the number of patient intakes / case representations. You should be realistic about how many patients your partnership will actually serve.

SALARY TIPS	STAFF SALARY AND BENEFITS						
	Staff	Organization	Base Salary	MLP Effort	MLP Effort Salary	MLP Effort Fringe (25% fringe rate)	TOTAL
1. Include benefits or "fringe" in salary estimates.	Lead attorney	Legal aid agency	\$ 65,000	100%	\$ 65,000	\$ 16,250	\$ 81,250
	Paralegal	Legal aid agency	\$ 40,000	50%	\$ 20,000	\$ 5,000	\$ 25,000
2. Budget for healthcare staff time; they require salary coverage.	Legal supervisor	Legal aid agency	\$ 80,000	10%	\$ 8,000	\$ 2,000	\$ 10,000
	Physician Champion	Health center	\$130,000	10%	\$ 13,000	\$ 3,250	\$ 16,250
	Case Manager / Social Worker	Health center	\$ 60,000	10%	\$ 6,000	\$ 1,500	\$ 7,500
3. In-kind coverage should be noted on budget.	Administrative / Data Coordinator	Health center	\$ 50,000	10%	\$ 5,000	\$ 1,250	\$ 6,250
	TOTAL SALARY COSTS				\$117,000	\$ 29,250	\$146,250
OTHER COSTS	OTHER COSTS						
	Item	Description			Legal Aid In-Kind	Health Ctr In-Kind	CASH
1. Consider all non-salary costs.	Rent, phones, office supplies	At legal aid agency			\$ 15,000		
	Rent, phones, office supplies	At health center 2 days / week				\$ 20,000	
2. Include any in-kind costs on budget.	Printing and communications expenses	Reports, brochures					\$ 1,500
	Medical-Legal Partnership Summit	Travel for 3 staff members					\$ 4,500
3. We recommend budgeting for travel to MLP Summit.	TOTAL OTHER COSTS				\$ 15,000	\$ 20,000	\$ 6,000
TOTAL MLP CASH BUDGET							\$152,250

Appendix E: Sample MOUs

The following MOUs were shared by real medical-legal partnerships across different healthcare settings. Only names and identifying information has been redacted.

MOU #1: A children's hospital / legal aid MOU

KIDS HOSPITAL MEDICAL-LEGAL PARTNERSHIP MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is effective [DATE] ("Effective Date") by and between A Non-Profit ("ANP") [LEGAL ORGANIZATION NAME] with an address at [ADDRESS] and Kids Hospital ("KH"), a State non-profit corporation with an address at [ADDRESS].

KH and ANP desire to work together to develop and implement the Kid's Medical-Legal Partnership ("KMLP"). The mission of the KMLP is to improve child health outcomes through interdisciplinary collaboration that employs targeted outreach, holistic assessment, legal services, and strategic advocacy to eliminate healthcare barriers and address the social and environmental factors that negatively impact child well-being.

1. KMLP Program.

- A. **Services.** ANP will provide free legal services in various matters to KH's and its affiliates' patients and their families, as appropriate. KH and its affiliates will refer patients and their families to the KMLP, as appropriate. ANP retains the right to accept or decline representation of patients referred by KH to the KMLP in accordance with ANP's established criteria.
- B. **Facilities, Equipment, and Space.** The KMLP will be housed at one or more KH locations, as designated by KH. KH will provide office space for the KMLP to perform activities hereunder, which will include private locking office space, access to a shared conference room, telephone service and voice mail, internet access, and access to a printer, photocopier, scanner and fax machine.
- C. **Expenses.** Subject to section D below, Program Funding, each party will be responsible for their own expenses and costs associated with forming the KMLP.
- D. **Program Funding.** The KMLP will be funded by KH operating funds and donations from third parties as set forth below. Each party agrees to actively seek funding for the KMLP, and to coordinate their efforts to maximize fundraising efficiency and impact.
 - i. **Initial Term.** The parties will mutually agree on a budget and staffing plan for the initial term, which will be attached as an amendment to this Agreement. KH has committed to provide funding for the onsite attorney (salary plus benefits) for the initial term.
 - ii. **Subsequent Terms.** After the initial term, the parties agree to collaboratively seek out and support fundraising efforts to sustain the partnership. At all times, both parties will communicate openly and promptly with each other regarding proposed and actual funding sources for the KMLP.

2. ANP Responsibilities.

- A. **Legal Director.** ANP will designate a legal director who has authority to make decisions on behalf of ANP with respect to KMLP program operations and initiatives.
- B. **Staff.** ANP will assign attorneys, including the onsite attorney, and other necessary legal and sup-

port staff, as agreed upon by KH and ANP, to provide services hereunder to patients at KH's locations. ANP will supervise ANP staff and administrate the salary and benefits of ANP personnel, including health insurance and malpractice insurance. All such appointments will be consistent with a mutually agreed upon budget.

- C. **Supervision and Training.** ANP will supervise ANP personnel during the provision of services. ANP will participate in Medical-Legal Partnership ("MLP") training, as appropriate and in conjunction with KH. KMLP personnel will attend relevant orientation and training activities and abide by applicable KH policies and procedures while on-site at KH facilities.
- D. **Client Intake.** ANP will oversee the intake of clients, which shall include, but is not limited to, ensuring that the clients meet income and other eligibility requirements.
- E. **Coordination of Cases.** ANP will assign cases to the appropriate attorney, which may be the on-site ANP KMLP attorney, another ANP staff attorney, another organization that provides pro bono services, or a pro bono lawyer or law firm. ANP and KH will coordinate the use of pro bono lawyers and law firms.
- F. **Reporting.** ANP shall provide a report, at a frequency and with content as agreed upon by both parties, to KH. The report shall include the number of cases handled by the KMLP, the types of cases, and explanation of how the matter was resolved in a manner that is compliant with all laws and regulations. The parties may agree to include or exclude other items or information from the report.

3. KH Responsibilities.

- A. **Administrative Director.** KH will designate an administrator who has authority to make decisions on behalf of KH with respect to KMLP program operations and initiatives.
- B. **KH Staff.** KH staff will be designated by KH, to provide support hereunder to the KMLP. KH will supervise KH staff and administrate the KH salary and benefits of KH staff, including health insurance and malpractice insurance.
- C. **Supervision and Training.** KH will supervise KH staff during the provision of services. KH will provide orientation to KMLP staff. KMLP personnel will attend relevant orientation and training activities and abide by applicable KH policies and procedures while on-site at KH facilities.
- D. **KH Access.** KH shall determine the locations/departments at which KMLP services will be available. KH will consult with ANP prior to making such determinations.

4. Program Features.

- A. **KMLP Committee.** The parties agree to form a KMLP committee that will provide legal and operational oversight to the KMLP. Members shall include the Kids Hospital's administrative Director, The Director of the Kids Hospital's Legal Department, and the ANP legal director, or their designees. Other members may be added as determined by the parties. The Committee will discuss staffing, budget, fundraising, marketing, partnerships and related KMLP matters.
- B. **Protocols.** The parties agree to jointly establish operational protocols, including, but not limited to, those covering the following topics:
 - i. KMLP Patient-Client/Family eligibility for KMLP legal services;
 - ii. Screening of patients for issues requiring KMLP involvement;
 - iii. Case consultation;

- iii. Case consultation;
- iv. Referral process;
- v. Patient-Client information shared between KH and ANP.
- vi. Forms specific to the KMLP;
- vii. Hiring process and final approval for ANP staff assigned to KMLP;
- viii. Training process;
- ix. Content and format of information reported back to KH; and
- x. Metrics and evaluation of the KMLP.

C. **Utilization Review and Program Improvement.** ANP and KH agree to meet on a regular basis to review utilization of the program and opportunities for improvement. Such meetings will include, at a minimum, the ANP legal director and the designated KH administrator referenced in 3(A) above. ANP and KH will develop and agree on program metrics to track and review program utilization and effectiveness.

D. **Partners.** The parties agree to consult and jointly decide on any new collaborative partners after the Effective Date.

5. Records.

A. **Legal Files.** ANP retains the right to the exclusive possession of the legal files developed for the KMLP clients. KH shall not have access to the legal files absent written authorization by the client.

B. **Medical Records.** Medical Records will belong solely to KH. ANP staff will not have access to the medical records of any KH patient absent a HIPAA-compliant written authorization by the patient or the patient's guardian, in accordance with applicable laws and regulations, and KH policies and procedures.

6. Term and Termination.

A. **Term.** The initial term of this Agreement is two (2) years beginning on the Effective Date and will automatically renew for additional one-year terms unless terminated earlier as set forth in Section 6(C).

B. **Program Timeline.** The parties intend to have the program operational no later than six months after the Effective Date. In the event the program is not operational by that time, the parties will meet to review progress and determine a revised timeline to achieve an operational program. ANP's Executive Director and KH's administrator will attend this meeting.

C. **Termination.** This Agreement may otherwise be terminated by either party, with or without cause, by providing the other party with sixty (60) days written notice, unless such termination would violate existing grant or funding obligations or any law or regulation.

7. Indemnification, Limitation of Liability, Exclusion of Warranty

A. If there is any injury (including death), loss or damage to the person or property of any third party, then, subject to any limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.

B. Each Party represents and warrants that it has the full right and power to make this Agreement.

C. EACH PARTY HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICES IT PROVIDES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

- D. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE.

8. Miscellaneous.

- A. **Confidential Information.** For purposes of this agreement, confidential information is considered to include any information that is not readily available in the public domain which belongs to either party or regarding a patient, and which is provided by one party to the other. Information need not be identified or marked as “confidential” or “proprietary” in order to be considered confidential information. The parties, including their respective affiliates, subsidiaries, employees and agents, to whom the confidential information is disclosed, agree to only use the confidential information of the other party solely for the purpose of meeting obligations under this Agreement.
- B. **Intellectual Property.** The parties agree that no intellectual property is licensed under this Agreement. In addition, each party agrees not to use each other’s name or trademarks without the other party’s prior written consent, and the parties will consult and agree prior to printing or distributing any KMLP promotional materials, advertising or press communications, in any medium.
- C. **Compliance with Laws.** The parties will perform services in accordance with applicable laws, standards, and rules that govern the practice of medicine and the practice of law.
- D. **Assignment.** Neither party may assign or subcontract any rights or obligations under this Agreement to another party without the prior written consent of the other party to this Agreement, and any such attempted assignment shall be void and of no effect.
- E. **Independent Parties.** Neither party may legally or contractually bind the other party nor shall either party may act as agent, employee, partner or joint venturer of the other party. Neither party’s personnel will for any purpose be deemed to be an employee of the other party for tax withholding, liability coverage, or for compensation or benefit plan participation.
- F. **Ethical Behavior.** Both parties are committed to conducting business ethically and lawfully and in accordance with rules of professional ethics and KH’s Code of Ethical Behavior, attached as Exhibit B. If either party knows or becomes aware of a conflict of interest, the party shall divulge this information promptly to the other party.
- G. **Licensure.** Both parties’ personnel hereunder will be properly trained and licensed to meet their respective duties hereunder, and will maintain any applicable licenses, registrations, or certifications in good standing.
- H. **Lawful Employment.** Both parties’ personnel must be eligible for employment in the United States and will be screened for criminal background activity for the seven (7) years preceding the Effective Date of this Agreement. Both parties will agree to notify the other party immediately upon becoming aware of any individual who provides services or is scheduled to provide services hereunder, who has been convicted, found guilty, or has accepted deferred adjudication or a similar agreement with the court for (1) any felony or (2) a misdemeanor involving minor children, violent activity, weapons, theft, burglary, fraud, dishonesty, drugs or sexual activity.
- I. **Tuberculosis Testing.** Both parties’ personnel who provide services on-site at KH facilities must have a negative TB skin test (PPD) in the current calendar year, or if positive, must submit a report of a negative chest x-ray in the previous six (6) months.
- J. **Marketing of the KMLP.** The parties will coordinate marketing efforts relating to the KMLP. Neither party shall refer to the other party in press, website, social media, or marketing materials without

express written permission.

- K. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein, and supersedes all prior or contemporaneous communications or agreements, whether oral or written, between the parties regarding the subject matter hereof.

APPROVED AND ACCEPTED:

[SIGNATURES AND DATES]

MOU #2: A Veterans Medical Center / legal aid MOU

VETERANS MEDICAL-LEGAL PARTNERSHIP MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between [Legal organization name] (LO) and [Veterans Medical Center name] (VMC) for the purpose of increasing veterans' access to legal representation. The President and the Secretary of Veterans Affairs have established a goal of ending homelessness among Veterans by 2015. VA issuances have acknowledged that veterans' lack of access to legal representation contributes significantly to their risk of becoming homeless. Under this MOU, LO will provide legal services for homeless and low-income veterans through a pro bono law clinic located on the campus of VMC. This MOU sets forth the roles and responsibilities of the parties as follows:

I. Purpose and Scope

- a. There is an enormous unmet need for legal services for veterans. Legal services are often essential for removing barriers to obtaining or retaining permanent housing, receiving needed healthcare, increasing income and opening doors to employment. LO's Homeless Veterans Project specializes in benefits claims related to psychological disabilities. LO runs several legal services intake clinics related to benefits claims and appeals, focused on homeless and low-income veterans who need legal assistance with their service-connected benefits claims.
- b. In connection with the Fellowship of LO's Equal Justice Works Legal Fellow, [Fellow Name], LO is interested in providing a pro bono legal services clinic for the veterans seen at the VMC.

II. Responsibilities of LO. LO shall undertake the following:

- a. **Legal Clinics.** ICLC will provide a legal services intake clinic in a private office setting at least once a week, on dates mutually agreed upon by ICLC and LAHPC. The dates of the clinics may fluctuate based on the availability and capacity of ICLC staff. The determination of the attorney and resource capabilities of ICLC shall be made solely by ICLC.
- b. **Legal Assistance Limited to Certain Issues.** ICLC staff and pro bono attorneys shall provide intake for legal services primarily related to assistance with claims for service-connected disability benefits for homeless and low-income veterans. Legal assistance will include on-site intakes, brief counsel and advice, as well as full representation in connection with certain matters through ICLC staff or pro bono attorneys. All intake and referrals are subject to ICLC's policies and limited resources. Referrals will be provided to veterans where appropriate. The legal assistance provided by ICLC will be limited to these substantive issues:
 - i. Initial claims, notices of disagreement, and appeals for service-connected VA benefits associated with mental health conditions such as PTSD and TBI
 - ii. Other public benefits claims, appeals and issues, particularly related to the Social Security Administration
 - iii. Traffic citations, outstanding warrants and expungements
 - iv. Discharge upgrade assistance
 - v. Other types of matters may be referred to other legal service organizations or, in some instances, placed with pro bono attorneys specializing in the area of law at issue on a case-by-case basis.

- vi. LO shall have sole possession and access to its legal files. Employees of VMC may not access the LO files of a client without the client's written consent, obtained after consultation LO.
- vii. LO will comply with the Privacy Act, HIPAA and all other applicable laws regarding any disclosure of protected information or records about a Veteran.
- c. **Training VMC Staff Members.** LO will provide initial training to VMC staff members about LO's services and the clinics, and the role of VMC staff members. Subsequent trainings may be held as needed and as mutually agreed.
- d. **Malpractice Insurance.** LO shall provide malpractice insurance for its staff and pro bono attorneys.
- e. **Laptop with Technical Support.** LO shall supply its own laptop with remote access capability to VMC's computer system along with relevant technical support for LO staff.
- f. **Compliance with disclaimer provision in VHA DIRECTIVE 2011-034.** LO will post a disclaimer in its designated office space that reads "DISCLAIMER: VA assumes no responsibility for the professional ability or integrity of the organizations whose names appear on this list. This referral does not constitute an endorsement or recommendation by VA. "

III. Responsibilities of VMC. VMC shall undertake the following:

- a. **Private Office Space.** VMC shall provide private office space at its facility in which LO staff can meet with clients in a private setting, including an electrical ;outlet, desk, and several chairs. If possible, VMC will provide LO staff with access to the Internet through LO provided laptops so LO staff may access LO servers remotely.
- b. **Inform LO of VMC's HIPAA.** Compliance Measures. VMC staff will inform LO staff of VA procedures for ensuring compliance with protection of information and records about a veteran under the Privacy Act, HIPAA and other applicable Jaws.
- d. **Assist in Publicizing Legal Services.** VMC shall assist LO in publicizing the legal services intake clinic among VMC patients who meet the criteria for LO client eligibility.
- IV. **Attorney-Client Privilege Between LO and Patients.** Communication between LO staff and any patients referred by VMC or other LO clients are privileged and confidential, and the attorney-client privilege applies. LO retains the right to exclusive possession of the legal files of patients referred by VMC.
- V. **No Attorney-Client Relationship Between LO and VMC.** This agreement does not create an attorney-client relationship between LO and VMC.
- VI. **Compensation.** LO offers its services to homeless and low-income veterans without charge. At no point will LO request remuneration from VMC its staff, or patients referred to LO by VMC. VMC is providing use of its facilities for LO's legal clinic without charge.
- VII. **Term & Termination.** The parties of this MOU do not currently propose an end date for the legal clinics. This MOU is non-binding and may be terminated by either party upon written notice. Any such termination will not terminate any ongoing representation of clients by LO.

Signatures:

Executed: [SIGNATURES AND DATES]

MOU #3: A community health center / legal aid MOU

MEDICAL-LEGAL PARTNERSHIP FOR THE ELDERLY MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement (the “Agreement”) is entered into by and between [Community health center name] (“CHC”) and [Legal aid agency name] (“LAA”) (individually, the “Party” and collectively, the “Parties”) to set forth the objectives, understandings and agreements between the Parties.

WHEREAS, CHC is a nonprofit corporation operating as a community health center that provides, or arranges for the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services to the residents of [CITY] and its surrounding communities, regardless of the individual’s or family’s ability to pay for such services; and

WHEREAS, LAA is the primary legal services provider to low and moderate income residents of [CITY] who are 60 years and older, providing quality, free legal services in the areas of consumer, landlord/tenant, foreclosure, real property tax sales, estate planning (including Wills, Powers of Attorney and Guardianships), and public benefits and other income maintenance.

WHEREAS, Medical-Legal Partnerships have been officially recognized by the American Bar Association (ABA) and American Medical Association (AMA) and recognized as an innovation by the Agency for Healthcare Research and Quality (AHRQ);

WHEREAS, CHC and LAA wish to collaborate to form a Medical-Legal Partnership (“MLP”) in which CHC will refer elderly patients in need of legal services to LAA;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties hereby agree as follows:

I. Obligations of LAA

During the term of this Agreement, LAA shall:

- a. Provide legal advice and/or representation to low-income patients of CHC who are in need of legal assistance in one or more of the following areas: housing, consumer matters, income maintenance (e.g., food stamps, Social Security Disability benefits, Social Security Income benefits), elder abuse, guardianship matters, and estate planning (e.g., wills and Powers of Attorney) in accordance with the following restrictions:
 - i. Clients must:
 1. Be residents of the [CITY];
 2. Be 60 years of age or older, except for disability cases, in which clients can be 55 years of age or older; and
 3. Have an income of 200% or less of the federal poverty level.
 - ii. Eligibility for advocacy services will depend on existing LAA staff expertise and capacity.
 - iii. LAA retains the right to accept or decline representation of patients referred by CHC providers and staff.
- b. Consult with CHC providers who have identified CHC patients with unmet legal needs who may be

be eligible for LAA services. Consultations may result in one of four outcomes:

- i. resolution of the question in the course of the conversation with the CHC provider;
 - ii. identification of the issue as a social work matter and not a legal matter;
 - iii. identification of the issue as a legal matter that cannot be handled by LAA or its referral resources; or
 - iv. recommendation that the CHC patient be referred to LAA for an intake interview.
- c. Provide CHC providers and staff with periodic on-site advocacy trainings concerning legal issues faced by low-income elderly patients.
 - d. Leverage advocacy support for CHC's low-income elderly patients from its panel of pro bono partner law firms.
 - e. Upon obtaining funding, hire an additional attorney to solely represent MLP clients. Until this attorney is hired, the LAA in-house attorneys will represent the MLP clients.
 - f. Administer the salaries and benefits of the LAA employees representing clients of the MLP.
 - g. Supervise and otherwise support the professional development of LAA employees representing clients of the MLP.
 - h. Track the salaries, benefits, time commitment, and non-personnel expenses of the LAA employees representing clients of the MLP. LAA shall also track the income and expenditures of the MLP and will provide to CHC a bi-annual accounting of all services rendered by and costs associated with the MLP. LAA shall provide any additional financial information or documentation requested by CHC for funding purposes or otherwise.
 - i. Undergo Unity's HIPAA training and certify compliance with Unity's policies and procedures.

II. Obligations of CHC

During the term of this Agreement, CHC shall:

- a. Support partnership-related research and evaluation initiatives, as reasonable.
- b. Provide the necessary infrastructure for on-site advocacy trainings of CHC providers and staff by LAA, when possible.
- c. When appropriate, refer low-income, elderly patients Unity staff to the LAA hotline.
- d. Provide private office space where an LAA attorney can hold weekly or bi-weekly office hours to meet confidentially with MLP clients. The office space should contain a computer with Internet access, a telephone, and should lock. While on site, the LAA attorney shall be allowed access to office supplies and equipment.
- e. Provide interpreter and social work services to LAA as needed.

III. Mutual Obligations

During the term of this Agreement, CHC and LAA alike shall:

- a. Disseminate best practices developed through the MLP to other MLP Network sites and the National Center for Medical-Legal Partnership.
- b. Seek grant opportunities to fund the MLP during its first year as mutually agreed upon by the parties.
- c. Seek opportunities to raise visibility for the MLP as mutually desired and agreed upon.

IV. Professional Assurances

LAA represents that, during the term of this Agreement, LAA's legal professionals providing services hereunder shall be duly licensed, certified and/or otherwise qualified to provide the legal services contemplated hereunder in accordance with all relevant Federal, city laws and regulations.

V. Insurance, Liability, Identification

- a. LAA shall secure and maintain, or cause to be secured and maintained, professional liability insurance for itself and its officers, directors, employees, contractors, and agents, consistent with prevailing standards. If LAA's professional liability insurance is written in a "claims made"; as opposed to an "occurrence" form, LAA agrees to purchase or otherwise make arrangements for a "tail" or extended disclosure period policy for all activities so insured during the course of this Agreement. If LAA provides services through an affiliate, LAA shall assure that such affiliate satisfies the requirements of this Section V.
- b. LAA shall be solely liable for all services provided by LAA and its professionals pursuant to this Agreement, and CHC shall not be liable, whether by way of contribution or otherwise, for any damages incurred by such patients or arising from any acts or omissions in connection with the provision of such services. LAA agrees to defend and hold harmless CHC, its directors, officers, agents, employees and contractors from any and all claims or losses resulting to CHC and/or any third parties, including attorneys' fees, costs and expenses, arising out of LAA's (i) performance, failure to perform or negligent performance of any of its obligations under this Agreement; or (ii) violation of any term or condition of this Agreement.
- c. CHC shall not be responsible for any harm an LAA employee suffers as a result of this agreement, including, but not limited to, harm arising from or during an LAA employee's visit to CHC's sites.

VI. Term and Termination

The term of this Agreement shall commence on [DATE] and continue through [DATE] unless sooner terminated as follows: (a) Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other Party or (b) this Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the Parties.

VII. Privacy and Confidentiality of Patient Information

- a. LAA and CHC agree to exchange individually identifiable health information on referred patients, including patient names and other medical information, maintained in electronic, oral or written form ("Protected Health Information"), for the purposes of treatment, payment and health care operations, as such terms are defined in and in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations set forth at 45 CFR Part 160 and Part 164.
- (b) The Parties (and their directors, officers, employees, agents and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of the

patients receiving care provided by CHC, in accordance with all applicable city and federal laws and regulations regarding the confidentiality of such information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Both Parties agree to abide by all HIPAA requirements including each and every obligation imposed by the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (the HITECH Act) and each of those obligations is incorporated by reference into this Agreement, including, but not limited to: (i) not using or disclosing Protected Health Information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder; (ii) using appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for under this Agreement; and (iii) notifying the other immediately in the event the Party becomes aware of any use or disclosure of Protected Health Information which violates the terms and conditions of this Agreement or applicable federal and city laws.

- c. LAA will maintain possession of all legal files developed through the MLP. CHC staff shall not have access to any legal files without appropriate client consent.
- d. The Parties shall develop appropriate documentation protocols to enable CHC’s providers to follow up on referrals and allow for appropriate documentation in Unity’s medical records.
- e. The provisions of this Section VII shall survive expiration or termination of this Agreement.

VIII. Notices

Any and all notices, designations, consents, offers, acceptances or other communication required to be given under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

[ADDRESSES FOR LAA AND CHC]

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

IX. Relationship of the Parties

- a. The term “medical-legal partnership “ means an entity -
 - i. that is a partnership between -
 - 1. a community health center, public hospital, children’s hospital, or other provider of healthcare services to a significant number of low-income beneficiaries; and
 - 2. one or more legal professionals; and
 - ii. whose primary mission is to assist patients and their families navigate health related programs activities, and services through the provision of relevant civil legal assistance on-site in the healthcare setting involved, in conjunction with regular training for healthcare staff and providers regarding the connections between legal interventions, social determinants, and health of low-income individuals.
- b. CHC and LAA shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or repre-

sentative of the other Party.

X. Entire Agreement; Modification

This Agreement represents the complete understanding of the Parties with respect to the subject matter herein and, as such, supersedes any and all prior agreements or understandings between the Parties, whether oral or written, relating to such subject matter. This Agreement may be amended only with express written consent of both Parties.

IN WITNESS THEREOF, CHC and LAA, through their duly authorized employees or agents, have caused this Agreement to be executed and delivered effective as of:

[SIGNATURES AND DATES]

The National Center for Medical-Legal Partnership
Department of Health Policy
The George Washington University
2021 K Street, NW, Suite 715
Washington, DC 20006

Office: (202) 994-4119
Website: www.medical-legalpartnership.org
Twitter: National_MLP
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National Center for Medical  Legal Partnership

School of Public Health
& Health Services

THE GEORGE WASHINGTON UNIVERSITY