

# HEALTH CENTER MLP PLANNING, IMPLEMENTATION & PRACTICE WEBINAR SERIES



## CONVERSATION 5

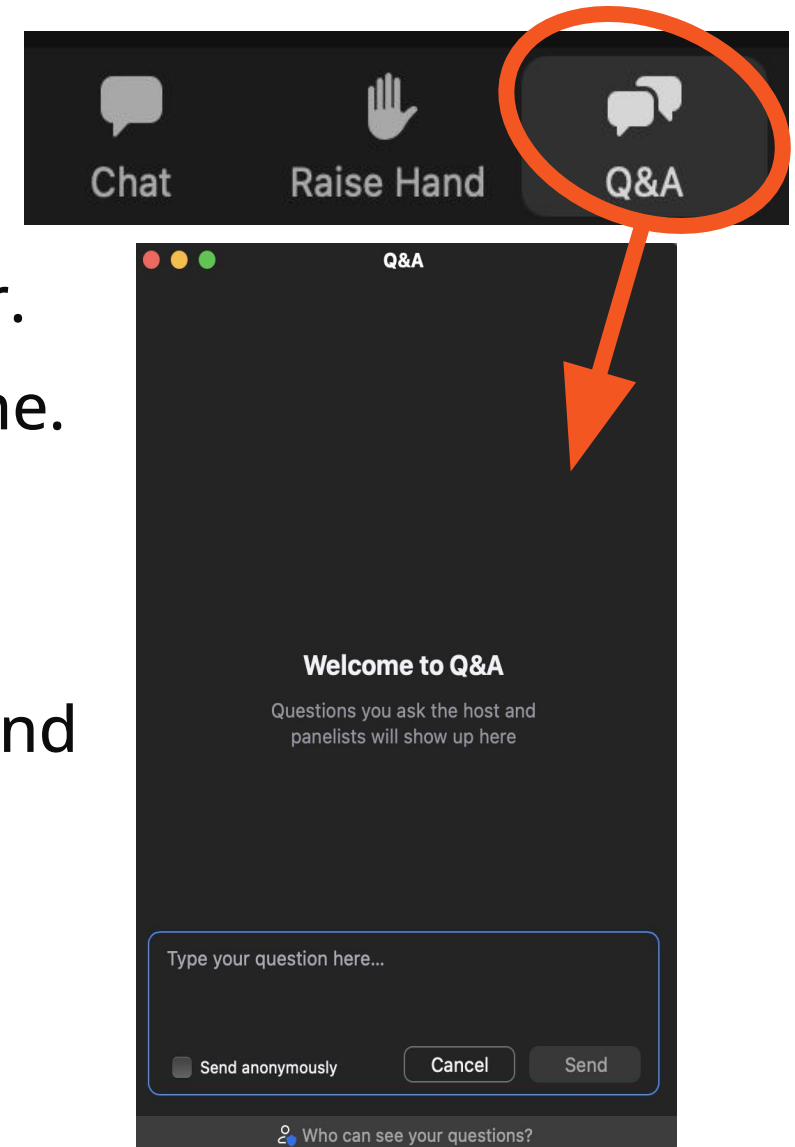
### How to Develop a Strong Memorandum of Agreement for a Medical-Legal Partnership



April 18, 2024 | 1 PM ET

# Housekeeping

- Attendees are muted throughout the webinar.
- Type questions into Questions & Answers pane.
- The chat will also be open for engagement.
- Send a chat to the Hosts & Panelists for help.
- To activate captions, select “Live Transcript” and “Show Subtitle.”
- This webinar will be recorded and shared at [medical-legalpartnership.org/resources/](https://medical-legalpartnership.org/resources/)



# Housekeeping

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## **We want to hear from you!**

At certain points, we'll invite members of the audience to speak. Look out for this instruction on the slide.



*Raise your hand to unmute.*



# Housekeeping



# HRSA

Health Resources & Services Administration

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# Medical-Legal Partnership Planning, Implementation & Practice (PIP) Webinar Series

February – June 2024

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## THE WEBINAR SERIES

The **National Center for Medical-Legal Partnership (NCMLP)** is partnering with the **Texas A&M University Institute for Healthcare Access (HAI)** to offer a webinar series to support health center-based MLP planning, implementation, and practice (PIP series).

## USE THE TOOLKIT AS YOUR GUIDE BEFORE, DURING & AFTER THE WEBINARS

The **Health Center MLP Toolkit** will serve as a resource for participants throughout the series.

## ACTIVE LEARNING

For each webinar in the PIP series, we are going to call on participants from health centers, primary care associations, health center controlled networks, and legal services organizations to share insights regarding the specific domain or topic begin covered during the webinar.



## Poll Question: Let's find out who is in the audience today.

- 1) **What type of organization are you from?**
  - a) Health care
  - b) Legal services
  - c) Academia
  - d) Other
  
- 2) **Does your organization have an MLP?**
  - a) Yes
  - b) No
  - c) I don't know
  
- 3) **If you have an MLP, which contractual documents do you use to demonstrate organizational commitment? If you don't yet have an MLP, which documents are you contemplating or are familiar with? (choose all applicable)**
  - a) Memorandum of Understanding (MOU)/  
Memorandum of Agreement (MOA)
  - b) Business Associate Agreement
  - c) Other



PIP Webinar Sessions	Corresponding Toolkit Topic
Part 1: 9 Conversations that Will Help Lay a Strong Foundation	
1. What SDOH problems do we want to address?	Part 1, Conversation 1
2. What staff do we need to meet the need(s) we identified and accomplish our goals?	Part 1, Conversation 2
3. Staffing the Legal Services of an MLP - Should we directly hire a lawyer or contract with another organization?	Part 1, Conversation 3
4. How are we going to pay for it?	Part 1, Conversation 4
 <b>5. How do we develop a strong MOU for our MLP?</b>	<b>Part 1, Conversation 5</b>
6. What other partners in the community can be helpful?	Part 1, Conversation 6
7. How will we address patient consent and information sharing?	Part 1, Conversation 7
8. Integrating legal services into the workflows and systems	Part 1, Conversation 8
9. How can we make sure our MLP is effective and sustainable?	Part 1, Conversation 9
Part 2: Implementing Workflows for Screening and Legal Services & Part 3: Strengthening the Health Center Workforce	
10. MLP Trainings to Strengthen the Health Center Workforce	Parts 2 and 3
Part 4: Moving Upstream from Patients-to-Policy	
11. Using MLP to Move Upstream & Address Emerging Issues	Part 4



# Today's Learning Objectives

1

Explain what a Memorandum of Understanding (MOU) is and how it operates.

2

Demonstrate examples of important terms in and considerations for the development of an MOU.

3

Analyze the relationship of an MOU to a Business Associate Agreement (BAA).



# Faculty



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Institute for Healthcare Access  
Texas A&M University Health Science Center



**Bethany Hamilton, JD**

Co-Director  
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TEXAS A&M HEALTH  
Institute for  
Healthcare Access

National Center for Medical  Legal Partnership

AT THE GEORGE WASHINGTON UNIVERSITY

# Support During and Between the Live Sessions

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The National Center for Medical-Legal Partnership has funding from the Health Resources and Services Administration (HRSA) to provide free technical assistance to health centers, look-alikes, primary care associations, and health center controlled networks interested in integrating legal services into their care delivery. As you work through this guide and the webinar series, the National Center for Medical-Legal Partnership can answer your questions, connect you with other medical-legal partnerships in your state, and provide additional resources. Contact us at [ncmlp@gwu.edu](mailto:ncmlp@gwu.edu).



**Reha Manikandasamy, MS**

Senior Research Assistant (Data Science)  
National Center for Medical-Legal Partnership  
Send questions to Reha at [ncmlp@gwu.edu](mailto:ncmlp@gwu.edu).

# Session 4 Recap

# Part 1, Conversation 4 - Learning Objectives

How are we going to pay for it?

Developing a Budget and Identifying Funding for my Health Center's Medical-Legal Partnership

1

Describe common sources of legal and healthcare funding for MLPs.

2

Evaluate to what extent your budget captures all of your revenue and expenditures.

3

Assess how your budget might better reflect programmatic values and ensure sustainability.



# Funding Strategies for Legal Services in Health Centers: Building Sustainable Models for MLP Activities

- Legal services at health centers lack a predominant funding source, relying on a **patchwork of funding streams**.
- Health centers should **allocate direct funding** to sustain MLP activities as critical patient services.
- **Planning for future funding is crucial**, considering growth and instability of grants and fellowships.
- **Starting small** with philanthropy or re-allocated resources helps **pilot projects and collect data**.
- **Anchoring MLP activities in health center budgets** fosters accountability and future growth.
- Although legal funding resources exist, **health sectors offer more substantial funding sources**.
- Health centers often include MLP legal team funding in **grant proposals** with social determinants of health components.



In 2014, **HRSA recognized civil legal aid as an enabling service for health centers' federal grants**. Some centers with MLPs use these funds to cover salaries for lawyers within specific initiatives or community health worker teams.



## Conversation 5

# How to Develop a Strong Memorandum of Understanding/Agreement for a Medical-Legal Partnership





# MOA or MOU?

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Memorandum  
of Agreement



Memorandum of  
Understanding



# Memorandum of Understanding (MOU) Guidelines for Contracting Community-Based Legal Services

- Conversations regarding the choice between "build it as a direct service" and "contract it" models are crucial.
- Electing to **contract a community-based legal services organization** requires documentation in a Memorandum of Understanding (MOU).
- An MOU is a **renewable agreement** for a specific period, formalizing **decisions** and ensuring acknowledgment of **relationship parameters**.
- Encourage participation from leadership and staff involved in MLP's day-to-day support in the MOU drafting process.
- Ensure all participants from partner organizations have the chance to review and provide feedback on the MOU contents.

## "Contract It" Model Recap

Health centers commonly **partner with community-based legal services organizations** to provide legal services.

Lawyers are **employees of the legal services organization** but work primarily with the health center.

Two sometimes *very different* organizations **partner with each other** to achieve a symbiotic goal.

For more information, please see:

- [Conversation 3 slides and recording](#)
- [Health Center Toolkit \(pages 23 - 28\)](#)



# Breaking Down an MOU

## Introduction (also known as the preamble and which contain the “recitals”)

- **Introduce health care and legal partners** and MLP operating locations.
- **Statement of Purpose:**
  - Define MLP's target population, objectives, and planned actions.
  - *Example: Addressing homelessness-related legal needs by providing free legal services, training health center staff, and implementing clinic-level changes.*
- **Strategic Goals:**
  - Outline broad and targeted goals such as providing legal services and screening for unmet needs.
  - Specify if policy-level solutions will be prioritized.



## Memorandum of Understanding

This Memorandum of Understanding (MOU) between \_\_\_\_\_ and \_\_\_\_\_ for the purpose of a Medical-Legal Partnership (MLP). The purpose of the MLP is to \_\_\_\_\_.

### 1. Partners

#### a. **Medical Partner:**

#### b. **Legal Partner:**

### 2. Responsibilities of Legal Partner

### 3. Responsibilities of Medical Partner

### 4. Patient Eligibility for Services

### 5. Plan for Evaluation / Metrics

### 6. Funding Responsibilities / Fundraising Activities

### 7. Communications

### 8. Term Renewal and Termination



# Breaking Down an MOU

## Legal Services Organization (LSO) Responsibilities

1. Leadership and staff duties.
2. Allocation of resources and access.
3. Insurance.
4. Privacy and confidentiality.

### Details regarding the LSO's responsibilities to consider including:

- Describe responsibilities of staff members from executive director to frontline staff.
- Specify days and times of availability for MLP lawyers/paralegals.
- Clarify allocation of volunteers, staff, or additional lawyer support.
- Detail allocated resources like case management, electronic equipment, etc.
- Outline handled legal issues and referrals.
- Specify timing and content of trainings for health center staff.



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# Breaking Down an MOU

## Legal Services Organization (LSO) Responsibilities (cont.)

- **Ensure adequate malpractice insurance** for MLP legal staff.
- **Establish privacy and confidentiality measures**, including attorney-client privilege.
- **Provide a report** (on a jointly determined schedule) to the healthcare entity showing the progress and/or data collection
- **Comply with the BAA** regarding PHI
- **Obtain consent from the healthcare entity** prior to using the healthcare entity's name, logo, or likeness



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# Breaking Down an MOU

## Health Center Responsibilities

- **Staffing responsibilities** from leadership to frontline staff.
- **Guarantees space** to the legal partners in the clinical setting
- Specify **personnel responsibilities** such as serving as points of contact or in MLP trainings.
- Clarify **which staff members can refer patients** to the MLP legal team.
- Outline **resources provided by the health center** (e.g., electronic health records, office space, etc.).
- Ensure **privacy and confidentiality measures** for referred patients.
- **Document patient consent for referral** to the MLP legal team.



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# Breaking Down an MOU

## Health Center Responsibilities

- **Make available** the healthcare entity's policy and procedure manual that is relevant to the program.
- **Guarantee confidential space** for client-lawyer interactions in the clinical setting.
- **Allow access to the healthcare entities electronic health record (EHR)** in a manner that is amenable to the healthcare entity (e.g., note writing ability, access to basic PHI)
- **Respect and honor the attorney-client privilege and ethical confidentiality requirements** in accordance with the state's rules of professional conduct
- **Obtain consent from the legal entity** prior to using the legal entity's name, logo, or likeness



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# Breaking Down an MOU

## Patient Eligibility for MLP Services

Eligibility requirements for receiving MLP (Medical-Legal Partnership) services include:

- **Provisions against conflicts of interest:** Ensuring impartiality and fairness in legal representation.
- **Income eligibility:** Determining financial need for assistance.
- **Type of legal matter:** Specifying the scope of legal issues covered by the partnership.

When a patient is referred to the MLP legal team but does not meet the eligibility requirements:

- The referral is reviewed by the MLP team to assess if any exceptions or alternative resources are available.
- If the patient doesn't meet the criteria, they may be directed to other legal aid services or resources that better fit their situation.

It's crucial to include these eligibility requirements in the MOU to establish clarity and alignment among all partners involved in the partnership.

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# Breaking Down an MOU

## Plan for Evaluation / Metrics

This section discusses the partners' intentions for evaluating the partnership. Detail your answers to the following questions:

- How will you know if the partnership is **successful**?
- How will you **evaluate progress** made toward goals outlined for the partnership?
- **What data will be tracked?** Consider data around screening and referrals (e.g., number of patients screened), legal services provided (e.g., the number and type of legal issues addressed for patients), and outcomes (e.g., legal outcomes, the dollar value of any benefits obtained for patients).
- What is your specific plan for **data collection and evaluation**, including designating staff for this purpose?
- **How often** will legal services be **evaluated**?
- How will you gather **feedback from staff** as a means to implement changes?
- How will you gather **feedback from patients** as a means to implement changes?
- How will you **measure the outputs/impact of clinic- and policy-level change activities**?
- What, if any, plans do you have to **publicize the results** of your evaluation efforts?



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Institute for  
Healthcare Access

*\*Upcoming resource: Fostering Sustainability through Performance Measurement in Health Center Medical-Legal Partnerships: Insights from a Diverse Learning Collaborative*

National Center for Medical Legal Partnership



AT THE GEORGE WASHINGTON UNIVERSITY

# Breaking Down an MOU

## Funding Responsibilities and Activities

- This section specifies that both partners are responsible for working together to develop resources to support the MLP program.
- It outlines relevant staff responsibilities — including leadership and development staff — from each organization and how they will participate in planning and discussions about resource development.
- It should state that this is a topic that partners will revisit over time.



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# Breaking Down an MOU

## Communications

- This section details how partners will **communicate** both **internally** to their staff and patients, and **externally** to the community and other stakeholders regarding their collective work.
- Detail your answers to the following questions:
  - How often will your steering committee meet to discuss goals and strategic planning?
  - How often will the MLP legal team meet with all clinical and nonclinical staff involved in making referrals for continuous quality improvement conversations?
  - How will you share data and success stories with staff involved in making referrals?
  - How will you share data and success stories with leadership at the health center and at the legal services organization?
  - How will your patients be made aware of legal services at the health center?
  - How will you share data and success stories with funders and community partners?
  - Will media be part of your strategy to raise the visibility of your MLP program?



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# Breaking Down an MOU

## Term Renewal and Termination

- Include the **beginning and end date** of the MOU.
- The beginning date may be the date that the MOU is signed by representatives of both organizations. You may choose not to include an end date.
- You may also specify how the MOU can be renewed (e.g., evergreen), and how it can be terminated.
  - For example, you might say, “the MOU may be terminated by either party upon written notice, but the termination will not terminate any ongoing representation of clients by the legal services organization.”
  - Or - there is a specific period of time necessary to terminate the agreement by either party (e.g. 90 days advance written notice to the other party or 30 days for a breach of the agreement).



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# Other: Vacancy Clause

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- What it is:
  - A provision addressing what happens if a member of the MLP team resigns, particularly if the medical partner is providing financing for the MLP
- Purposes and Opportunities:
  - Ensure continuity of funding and ongoing collaboration
- Sample language:
  - Should an Authorized MLP Employee position become vacant, a grace period no less than sixty (60) days shall be extended by <<MEDICAL PARTNER>> to <<LEGAL PARTNER>> for the purpose of identifying and hiring a replacement and as compensation for the continued, even if limited, activity undertaken by other <<LEGAL PARTNER>> employees in maintenance of the partnership.

# Other: Hold Harmless & Indemnification

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- What it is:
  - Indemnifications, or “hold harmless” provisions, shift risks or potential costs from one party to another
- Purposes and Opportunities:
  - Assessing benefits & risk in a contractual relationship
  - Protecting the entity’s interests and weighing the risk of incurring liability
- Sample language:
  - One-way: Indemnify and hold harmless (the MEDICAL ENTITY) its officers, directors, employees, representatives and agents, from and against any and all liability, loss, cost, injury or expense, including attorneys’ fees incurred by (MEDICAL ENTITY), arising out of, or caused by, any act of any (LEGAL ENTITY) Representative in carrying out the provisions of this Agreement.
  - Mutual: Each Party (the “Indemnifying Party”) hereby agrees to indemnify, hold harmless and defend the other Party, its directors, officers,...





# Other: Actual and Apparent Agency

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- What it is:
  - Black's Law Dictionary defines agency as "a relation, created either by express or implied contract or by law, whereby **one party** (called the principal or constituent) **delegates the transaction of some lawful business or the authority to do certain acts for him** or in relation to his rights or property, with more or less discretionary power, **to another person** (called the agent, attorney, proxy, or delegate) who undertakes to manage the affair and render him an account thereof."
- Purposes and Opportunities:
  - Some MLP Medical Partners may worry that patient-clients will not understand that the MLP Legal Partner and the MLP Medical Partner are separate, autonomous entities in a contract-it model.
  - Further, some MLP Medical Partners may worry that if a patient files a grievance about the legal case work, the Medical Partner will be included.
- Sample language that addresses agency as well as partnership:
  - This Agreement is not intended, and no provision hereof shall be deemed or construed, to create any form of partnership as defined by the IRS, or joint venture between the parties, to designate either party, or any employee, agent, servant or contractor, as an employee, agent, joint venture or partner of the other party, and neither party shall have any authority to bind the other party in any manner.
- May want to include a similar disclaimer in the patient-client retainer or informed consent agreement

# Other: Boilerplate and Not-so-boilerplate

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- Governing Law
- Contacts and Notices
- Collaborative Hiring
- Recordkeeping, ownership, and access



# Business Associate Agreement

- Used in hospitals and health entities with all contracted partners with whom protected health information is exchanged
- HIPAA Requirement (45 CFR parts 142 & 162-64)
- Defined terms - boilerplate from healthcare institution
  - Protected Health Information (PHI)
- Also includes indemnification clause
- Benefits - all inure to the health entity
- Effect on MOU
  - May be an addendum, may be controlling



# Questions & Answers



*Raise your hand to unmute.*

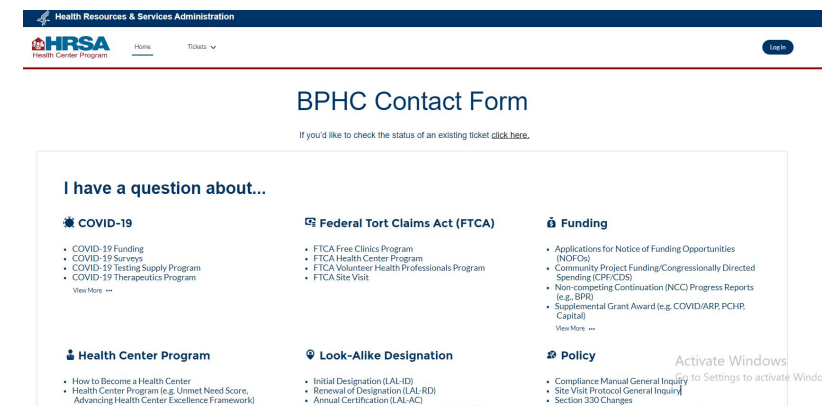


# Key Resources



Health Center MLP Toolkit: ["Bringing lawyers onto the health center care team to promote patient & community health"](#)

Health Center Program Support:  
[BPHC Contact Form](#)



Screenshot of BPHC Contact Form at <https://hrsa.my.site.com/support/s/> (Accessed on Jan. 29, 2024)

# Upcoming Resource

Look out for our upcoming publication!

## Fostering Sustainability through Performance Measurement in Health Center Medical-Legal Partnerships: Insights from a Diverse Learning Collaborative

### AUTHORED BY

James Teufel, MPH, PhD  
Consultant for the National Center for Medical-Legal Partnership

JUNE X, 2024

## Fostering Sustainability through Performance Measurement in Health Center Medical-Legal Partnerships: Insights from a Diverse Learning Collaborative

### AUTHORED BY

James Teufel, MPH, PhD  
Consultant for the National Center for Medical-Legal Partnership

### EDITED BY

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Bethany Hamilton, JD of the National Center for Medical-Legal Partnership

### PUBLICATION DESIGN BY

OPUS Design

### What is a health center?

#### HEALTH CENTERS:

- Are community-based and serve more than 30 million people, about 90% of whom have incomes less than 200% of the federal poverty level.
- Provide access to medical, dental, behavioral, and other health care services.
- Provide care for all, with special initiatives for people experiencing homelessness, agricultural workers, and residents of public housing.
- A public or nonprofit entity can become a HRSA-supported health center by applying for Health Center Program funding or receiving designation as a Health Center Program look-alike. HRSA's Bureau of Primary Health Care (BPHC) oversees the

### Summary

This paper underscores the vital role of sustainability in clinical settings, focusing on medical-legal partnerships (MLPs) within health centers (HCs). Drawing insights from a learning collaborative initiative facilitated by the National Center for Medical-Legal Partnership (NCMLP), supported by the U.S. Health Resources & Services Administration (HRSA), we introduce performance measures and metrics



# Health Center MLP Planning, Implementation & Practice (PIP) Webinar Series | February – June 2024

By National Center for Medical Legal Partnership

 [Youtube Playlist](#)

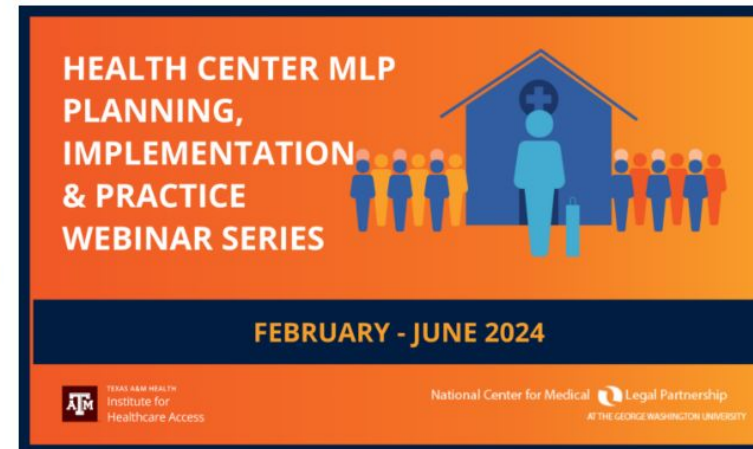
## Overview

As part of its work with the Health Resources and Services Administration (HRSA), the National Center for Medical-Legal Partnership (NCMLP) is partnering with the Texas A&M University Institute for Healthcare Access (HAI) to offer a webinar series to support health center based MLP planning, implementation, and practice (PIP Webinar Series). The [Health Center MLP Toolkit](#) will serve as a resource for participants throughout the series.

For each webinar in the PIP series, NCMLP will seek input or examples from a health center and/or PCA with experience in the specific domain or topic to provide insight and commentary and respond to audience questions.

The series will address the following T/TA needs:

1. Understanding the core components of medical-legal partnerships;



The registration links for upcoming webinars and the archives of past presentations will be shared at

[https://medical-legalpartnership.org/mlp-resources/pipwebinarseries\\_2024/](https://medical-legalpartnership.org/mlp-resources/pipwebinarseries_2024/)



# HEALTH CENTER MLP PLANNING, IMPLEMENTATION & PRACTICE WEBINAR SERIES



## Conversation 6

**UP NEXT**  What other partners in the community can be helpful?



**COMING SOON**

National Center for Medical Legal Partnership  
AT THE GEORGE WASHINGTON UNIVERSITY

**PART 6**

**ADVANCING HEALTH EQUITY FOR PATIENTS IMPACTED BY  
THE CRIMINAL JUSTICE SYSTEM**

Medical-Legal Partnership in Action - Webinar Series



APRIL 30, 2024  
2 - 3 PM ET

NATIONAL LGBTQIA+ HEALTH  
EDUCATION CENTER  
A PROGRAM OF THE PENWAY INSTITUTE

National Center for Medical Legal Partnership  
AT THE GEORGE WASHINGTON UNIVERSITY

**PRIDE MONTH 2024  
WORKSHOP**

**CREATE A NEW  
TOOL TO PROMOTE  
LGBTQIA+ HEALTH  
ACCESS AND  
EQUITY**

May 7, 14, 21, & 28, 2024 | 2-3 PM ET

Link to register  
<https://www.surveymonkey.com/r/KFNVDCK>

Learn more about our upcoming learning opportunities here  
<https://medical-legalpartnership.org/learning-opportunities/>

# Thank you!

Please help us improve future sessions by completing our short evaluation.



<https://www.surveymonkey.com/r/6LCNKLD>



TEXAS A&M HEALTH  
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AT THE GEORGE WASHINGTON UNIVERSITY