

## Memorandum of Understanding

This Memorandum of Understanding (MOU) between Grace Medical Home, Inc. (GMH) and Community Legal Services of Mid-Florida, Inc. (CLSMF) for the purpose of a Medical-Legal Partnership (MLP). The purpose of the MLP is to support GMH's mission of offering the highest level of healthcare to those in Orange County who need it most, by providing training, screening, and legal services, to both improve healthcare cost and improve the health and well-being of GMH patients.

### 1. Partners

- a. **Medical Partner:** Grace Medical Home, Inc. (GMH) is a, non-profit medical home providing comprehensive adult and pediatric care to working, low-income, and uninsured residents of Orange County.
- b. **Legal Partner:** Community Legal Services of Mid-Florida, Inc. (CLSMF) is a federally funded non-profit organization providing free civil legal services to low-income individuals in a 12 county, Central Florida area.

### 2. Responsibilities of CLSMF

- a. **MLP Coordinator:** CLSMF shall designate a legal director who has authority to make decisions on behalf of CLSMF for the operation and activities of the MLP.
- b. **MLP Attorney(s):** CLSMF shall assign at least one attorney to provide onsite legal services at GMH's clinic. The MLP Coordinator will supervise the MLP Attorney(s).
- c. **MLP Staff:** CLSMF shall be responsible for administering salary and benefits to all CLSMF staff. The MLP Coordinator, MLP Attorney(s), and any MLP legal support staff (legal assistant(s)/paralegal(s)) shall remain employees of CLSMF.
- d. **Client Representation:** The MLP attorney will conduct a CLSMF eligibility intake with patients referred to the MLP by GMH staff to ensure eligibility for CLSMF services and the appropriateness of the referral for legal intervention. CLSMF shall provide representation of patients consistent with attorney and resource capacity, and Appendix A. CLSMF reserves discretion to determine the extent of services provided by any CLSMF attorney.
- e. **Data Collection and Reporting:** CLSMF shall keep sufficient records to allow GMH, consistent with client confidentiality restrictions, to determine the efficiency and effectiveness of the program in achieving its goals. The MLP attorney shall provide GMH with a brief summary of the result of any consultation or representation with a GMH patient.
- f. **Insurance:** CLSMF shall provide legal malpractice insurance for the MLP attorneys and staff for their actions in undertaking patient cases.
- g. **Education:** CLSMF shall develop educational trainings for GMH's healthcare providers, staff, and volunteers to increase knowledge in MLPs and the social, economic, and environmental determinants effecting their patients' health. CLSMF shall also develop educational presentations for patients on their legal rights.
- h. **Privacy:** CLSMF shall require all MLP personnel to respect and honor the confidential nature of patient information and medical records at GMH of which they become aware. CLSMF staff shall not have access to the protected health information of any GMH patient unless there is a written, HIPAA compliant authorization signed by the patient or the patient's guardian.

- i. **GMH Policies:** CLSMF shall require MLP attorney(s) and staff to comply with GMH's written operating policies and procedures, unless obligated otherwise by legal or ethical duties.

### 3. Responsibility of GMH

- a. **Cooperation:** GMH shall cooperate with CLSMF in the implementation of MLP objectives to the extent permitted by law and the ethical obligations of GMH staff and volunteers.
- b. **Screening:** GMH shall administer a social determinant of health (SDOH) screening to all patients at least once a year upon initial application for, or renewal of, eligibility for GMH services. Those patients who identify as having a health-harming legal need shall be referred to the MLP by the processes established by the MLP partners.
- c. **Office Space and Equipment:** GMH shall provide confidential office space, basic equipment (including telephone service, desks and chairs, internet access, copier, scanner, and fax machine) and other access needs reasonably available at the facility to allow the MLP attorney(s) to consult with active and prospective clients.
- d. **Education Space:** GMH shall make space reasonably available for CLSMF staff to carry out education and training that benefits GMH staff, volunteers, and patients.
- e. **Access:** GMH shall provide MLP staff reasonable access to its personnel (including medical, nursing, social workers, pastoral, and behavioral health staff) to assist MLP attorney(s) with carrying out their representation of clients and education responsibilities. When authorized in writing by a patient or patient's guardian, reasonable access to patient records will be provided.
- f. **Data Collection and Reporting:** GMH shall keep records of the number of patients screened for SODH, the number of patients who screen positive for a SDOH with a possible legal solution, which patients were referred to the MLP, as well as clinical outcomes, and cost savings. GMH shall provide CLSMF with the necessary data to satisfy any MLP grantor request.
- g. **Confidentiality:** GMH shall respect and honor the attorney-client privilege and the ethical duty to confidentiality all CLSMF staff must maintain with clients and perspective clients, pursuant to state and federal law, and applicable professional codes.
- h. **Primary Contact:** GMH shall designate a single primary contact, with authority to make decisions on behalf of GMH with respect to the MLP program operations and activities, and to assist in coordination of day-to-day operations of the MLP.

### 4. General Administration

- a. **Legal Files:** CLSMF retains the right to exclusive possession of the legal files developed for MLP patient-clients. GMH will not have access to the legal files unless informed consent, in writing, from the client or the client's guardian has been obtained.
- b. **Medical Records:** GMH retains the right to exclusive possession of the medical records of any GMH patient. CLSMF staff shall not have access to the medical records of any GMH patient unless there is a written, HIPAA compliant authorization signed by the patient or the patient's guardian.
- c. **Compensation:** CLSMF provides its legal services to low-income individuals at no charge. At no point will CLSMF request reimbursement from GMH or its staff for the

representation of a GMH patient referred to the MLP. GMH is providing use of its facilities to CLSMF for the purpose of conducting MLP activities at no charge.

- d. **Potential Conflict:** As of the effective date of this contract, CLSMF will not represent any client in any future matter involving GMH or its medical staff as an adverse party, which relates to the provision of health-related services. CLSMF may refer clients to outside legal resources for representation in matters as described in this paragraph.
- e. **Fundraising and Grant Proposals:** Each partner shall actively seek funding for the MLP and coordinate efforts in this regard.
- f. **Periodic meetings:** The parties agree to have regular meetings at least bi-monthly to assess the status and progress of the MLP. In attendance at the meetings, the parties will have at a minimum the following representatives:
  - i. CLSMF: MLP Coordinator, MLP Attorney
  - ii. GMH: Care Coordination Manager, Social Work Case Management Specialist
- g. **Press Releases and Public Announcements:** The partners will work together to create appropriate print materials to provide information about the MLP to GMH patients. The partners shall agree on any press release or marketing materials prior to distribution.
- h. **Term and Renewal:** This MOU shall be effective for the 2019 calendar year and shall be governed by the laws of the State of Florida. Renewal of this MOU shall be contingent upon the receipt of sufficient funding to support the program.
- i. **Termination:** This MOU may be terminated at the will of either party upon thirty (30) day's written notice. At any point should funding be insufficient to support the continued operation of the MLP, CLSMF shall notify GMH as soon as practical. Any such termination will not terminate any ongoing representation of patient-clients by CLSMF.
- j. **Independent Partners:** Neither partner may legally bind the other Partner, nor shall either Partner act as an agent for the other Partner. Neither Partner's personnel will for any purpose be deemed to be an employee of the other Partner.
- k. **Entire Agreement:** This MOU sets forth the entire agreement between the Partners and supersedes all prior communications or agreements pertaining to MLP implementation.

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Jeffrey Harvey  
Chief Program Officer  
Community Legal Services of Mid-Florida

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Date

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Stephanie Garris  
Executive Director  
Grace Medical Home

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Date

## Appendix A – Legal Issues Addressed and Not Addressed by MLP Attorneys

1. **Legal Issues Addressed by MLP Attorney(s):** The legal issues listed below represent the types of cases that may be accepted by an MLP attorney. Additional backup may be provided by referrals to other CLSMF Substantive Law Units and pro bono attorneys.
  - a. **Income support, health insurance, and nutritional supplements:** Medicaid, Medicare, Affordable Care Act, food stamps (SNAP), Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), and Veteran’s Benefits.
  - b. **Housing:** private landlord/tenant disputes, housing code violations or other unsafe or unsanitary conditions, evictions, public housing issues, Section 8, utility issues, housing discrimination,
  - c. **Family Law:** domestic violence, child support, divorce, paternity (representation contingent on recent domestic violence)
  - d. **Education:** special needs education, legal issues surrounding public school discipline, homeless students’ rights
  - e. **Consumer:** garnishments, repossessions, debt collector harassment, consumer scams,
  - f. **Advance Directives:** preparation of Powers of Attorney, Healthcare Surrogate, Living Will
  - g. **Elder Advocacy:** assistance to seniors 60 or older who have been subjected to abuse, exploitation, or neglect
  
2. **Legal Issues NOT Addressed by MLP Attorney(s):** As a Legal Services Corporation (LSC) grantee, CLSMF is prohibited from taking certain types of cases and from representing certain individuals. The types of cases are subject to change based on LSC and CLSMF regulations and policies, and include but are not limited to:
  - a. Criminal cases
  - b. Personal injury cases
  - c. Medical malpractice cases
  - d. Class action cases
  - e. Cases involving representation of undocumented persons, except in specific circumstances, such as domestic violence or human trafficking. (Their children who are United States Citizens are eligible for representation.)
  - f. Eviction cases where the person seeking representation has been charged or convicted of illegal sale, distribution, or manufacturing of a controlled substance, or possession with the intent to sell or distribute a controlled substance, and they are being evicted from public housing on the basis that the illegal drug activity threatens the health or safety of other.
  - g. Civil litigation on behalf of persons who are incarcerated or administrative proceedings challenging the conditions of incarceration.
  - h. Cases involving representation of a party that would be in conflict with another current or former client in accordance with Florida Rules of Professional Conduct, 4-1.7 and 4-1.9.
  - i. Cases adversarial to GMH or its medical staff, which relate to the provision of health-related services.