

**Agreement Between the
Montana Legal Services Association
and the
MONTANA PRIMARY CARE ASSOCIATION**

Montana Health Justice Partnership

WHEREAS, the Montana Legal Services Association (MLSA) has obtained funding from the Montana Healthcare Foundation to support a Health Justice Partnership in Montana; and

WHEREAS, the Montana Primary Care Association (MPCA) has agreed to be part of the Montana Health Justice Partnership ; and

WHEREAS, MLSA, MPCA, and four community health centers in Montana have entered into a Memorandum of Understanding that sets forth the objectives, understandings and agreements between all parties with regard to the Montana Health Justice Partnership, a copy of which is attached hereto;

NOW THEREFORE, MLSA and MPCA enter into this supplementary agreement to effectuate the terms of the Montana Health Justice Partnership MOU.

A. MLSA agrees as follows:

1. To be responsible for the administration of the Montana Health Justice Partnership; and
2. To comply with the terms of the Montana Health Justice Partnership MOU.

B. MPCA agrees as follows:

1. MPCA agrees to pay \$20,000 to MLSA (\$10,000 per year) as its cost share portion under the Montana Health Justice Partnership MOU. The total amount for both years shall be due within thirty days of the signing of this Agreement.
2. To comply with the terms of the Montana Health Justice Partnership MOU.

C. Term of Agreement. The term of this agreement shall be from January 1, 2016 through December 31, 2017. This term may be extended by mutual agreement of both parties.

D. Amendment of Agreement. This Agreement may be amended by the mutual agreement of the parties in writing.

Dated this 3rd day of February, 2016.

MONTANA LEGAL SERVICES ASSOCIATION

By: 
Alison L. Paul, Executive Director

MONTANA PRIMARY CARE ASSOCIATION

By: 
Bob Marsalli, Executive Director

02/03/2016

**Memorandum of Understanding
Montana Health Justice Partnership**

1. Purpose

This memorandum of understanding is entered into by and between Northwest Community Health Center, Bullhook Community Health Center, Cascade Community Health Care Center, and Montana Migrant and Seasonal Farmworkers Council (all four together “Community Health Centers”), and Montana Primary Care Association (“MPCA”), and the Montana Legal Services Association (“MLSA”) to set forth the objectives, understandings and agreements between the parties with regard to the Montana Health Justice Partnership.

2. Background

The Community Health Centers are nonprofit corporations operating as community health centers that provide, or arrange for the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services to residents of each health center’s community, regardless of the individual’s or family’s ability to pay for such services.

MLSA is a nonprofit law firm that empowers low-income people by providing legal information, advice, and other legal services free of charge. MLSA’s mission is to protect and enhance the civil legal rights of, and promote systemic change for, Montanans living in poverty.

MPCA is the nonprofit association of Montana’s community health centers and its mission is to promote health equity for a thriving Montana by providing training and technical assistance to health centers and advocating for policies and programs that improve access to high-quality, community-based, affordable primary medical, dental, and behavioral healthcare for all Montanans, especially for underserved and vulnerable populations.

Medical-Legal Partnerships have been officially recognized by the American Bar Association and the American Medical Association.

MLSA is applying for funding from the Montana Healthcare Foundation for the Montana Health Justice Project to enable the parties to address the health-harming civil legal needs of patients at the Community Health Centers. The parties to this memorandum of understanding have discussed the terms of a Medical-Legal Partnership, and wish to collaborate to form a medical-legal partnership (Montana Health Justice Project). The parties are executing this memorandum of understanding to set forth the details.

All parties understand that this memorandum of understanding and the Montana Health Justice Project is contingent upon receiving adequate funding for the pilot project by the Montana Healthcare Foundation.

3. **Montana Health Justice Partnership.**

- a. **Services.** MLSA will provide free legal services in various matters to patients and their families at the Community Health Centers, consistent with ethical and other applicable rules pertaining to the practice of law, other grant requirements, and priorities as communicated and established between the parties. The Community Health Centers will refer patients and their families to the Montana Health Justice Partnership as appropriate. MLSA retains the right to accept or decline representation of patients referred by any of the Community Health Centers to the Montana Health Justice Partnership in accordance with MLSA's established criteria, including but not limited to Board of Trustee established regulations and case priorities, personnel availability, conflicts of interest restrictions, and funding restrictions.
- b. **Facilities, Equipment, and Space.** The Montana Health Justice Partnership will be primarily housed at MLSA. MLSA will provide office space and equipment for the Montana Health Justice Partnership to perform activities hereunder. The Community Health Centers will provide private office space and internet access on each site for the attorney to meet with clients.
- c. **Expenses.** Subject to section 3(d) below, Project Funding, each party will be responsible for their own expenses and costs associated with forming the Montana Health Justice Partnership.
- d. **Project Funding.** The Montana Health Justice Partnership will be funded by partnership contributions by all parties, in-kind contributions from all parties, and from funding from the Montana Healthcare Foundation. Each party agrees to actively seek funding for the Montana Health Justice Partnership, 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 memorandum of understanding. Each party to this memorandum of understanding has committed to provide an in-cash partnership contribution to the Montana Health Justice Partnership in the amounts noted in such budget ("Partnership Contribution"), to be administered by MLSA. Funding for the remainder of the Montana Health Justice Partnership shall be sought from the Montana Healthcare Foundation.
 - 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, all parties will communicate openly and promptly with each other regarding proposed and actual funding sources for the Montana Health Justice Partnership. It is anticipated that the Partnership Contributions will continue in subsequent terms.

4. **MLSA Responsibilities.**

- a. **Legal Supervisor.** MLSA will designate a legal supervisor who has authority to make decisions on behalf of MLSA with respect to the Montana Health Justice Partnership program operations and initiatives.
- b. **Staff.** MLSA will assign and/or hire attorneys, including the on-site attorney, and other necessary legal and support staff, as agreed upon by the parties as demonstrated in the budget, to provide services hereunder to patients at the Community Health Centers locations. MLSA will supervise MLSA staff and administer the salary and benefits of MLSA personnel, including health insurance and malpractice insurance.
- c. **Supervision and Training.** MLSA will supervise MLSA personnel during the provision of services. MLSA will participate in training, as appropriate and in conjunction with all parties. Such training may include the National Medical Legal Partnership Conference, or other relevant national training. MLSA personnel assigned to the Montana Health Justice Partnership will attend relevant orientation and training activities and abide by applicable policies and procedures of the Community Health Centers while on-site at health center facilities.
- d. **Advocacy Trainings.** MLSA will provide orientation and training activities, concerning legal issues commonly faced by vulnerable populations and which can be social determinants to health, to designated personnel at the Community Health Centers. Training will cover how to make appropriate referrals to MLSA personnel.
- e. **Client Intake.** MLSA will oversee the intake of clients, which shall include, but is not limited to, ensuring that the clients meet income and other eligibility requirements.
- f. **Coordination of Cases.** MLSA will assign cases as possible to the appropriate casehandler, which may be the on-site MLSA Montana Health Justice Partnership attorney or another MLSA staff attorney or paralegal. MLSA will attempt to find pro bono attorney services for patients referred to the Montana Health Justice Partnership who cannot be served by MLSA staff members for ethical or other reasons, to the extent that pro bono services are available and prioritized by local pro bono programs and MLSA for the particular type of case referred.
- g. **Reporting.** MLSA shall provide a report, at a frequency and with content as agreed upon by all parties to MPCA, and each of the Community Health Centers. The report shall include the number of cases handled by the Montana Health Justice Partnership, 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.
- h. **Administration.** MLSA shall administer the grant funds from the Montana Healthcare Foundation, and all partnership contributions. MLSA shall create and submit all required reports for the Montana Healthcare Foundation grant, with the support of all parties in collecting data.

5. **Community Health Centers Responsibilities.**

- a. **Administrative Director.** Each of the Community Health Centers shall designate an administrator who has authority to make decisions on behalf of such health center with respect to Montana Health Justice Partnership operations and initiatives.
- b. **Staff.** Each of the Community Health Centers shall designate staff to provide support hereunder to the Montana Health Justice Partnership. These staff shall be responsible for making appropriate referrals to the partnership and such other support as is mutually agreed upon by the parties.
- c. **Supervision and Training.** Each of the Community Health Centers will supervise its own staff during the provision of services, and administer the salary and benefits of its own staff. Each of the Community Health Centers will participate in training, as appropriate and in conjunction with all parties.
- d. **Private Office Space.** Each of the Community Health Centers shall provide private office space and internet access at their facilities in which MLSA staff can meet with clients in a private setting,
- e. **Referrals.** Each of the Community Health Centers shall provide referrals to MLSA of patients with civil legal needs as appropriate.

6. **MPCA Responsibilities.**

- a. **Administrative Director.** MPCA shall designate an administrator who has authority to make decisions on behalf of MPCA with respect to Montana Health Justice Partnership operations and initiatives.
- b. **Staff.** MPCA shall designate staff to provide support hereunder to the Montana Health Justice Partnership as needed.
- c. **Supervision and Training.** MPCA will supervise its own staff during the provision of services, and administer the salary and benefits of its own staff. MPCA will participate in training, as appropriate and in conjunction with all parties.
- d. **Administration Coordination.** MPCA shall provide administrative coordination and interface between the health centers and MLSA, project management; data gathering, and evaluation plan assistance.

7. **Program Features.**

- a. **Montana Health Justice Partnership Committee.** The parties agree to form a Montana Health Justice Partnership Committee that will provide legal and operational oversight to the Montana Health Justice Partnership. Members shall include the Administrative Director at each of the Community Health Centers, the Legal Supervisor at MLSA, the Administrative Director at MPCA, or their designees. Other members may be added as determined by the parties. The Committee will discuss staffing, budget, fundraising, marketing, partnerships and related Montana Health Justice Partnership matters.
- b. **Protocols.** The parties agree to jointly establish operational protocols, including, but not limited to, those covering the following topics:
 - i. Patient-client eligibility for Montana Health Justice Partnership legal services;

- ii. Screening of patients for issues requiring Montana Health Justice Partnership involvement;
 - iii. Case consultation;
 - iv. Referral process;
 - v. Patient-Client information shared between MLSA and the Community Health Centers;
 - vi. Forms specific to the Montana Health Justice Partnership;
 - vii. Training process;
 - viii. Content and format of information reported back to MPCA and the Community Health Centers; and
 - ix. Metrics and evaluation of the Montana Health Justice Partnership.
- c. **Utilization Review and Program Improvement.** All parties 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 Administrative Director at each of the Community Health Centers, the Legal Supervisor at MLSA, the Administrative Director at MPCA, or their designees. The parties 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.

8. Records.

- a. **Legal Files.** MLSA retains the right to the exclusive possession of the legal files developed for the Montana Health Justice Partnership clients. No other party shall have access to the legal files absent written authorization by the client.
- b. **Medical Records.** Medical Records for each Montana Health Justice Partnership patient will belong solely to the referring health center. MLSA staff will not have access to the medical records of any patient of any of the Community Health Centers absent a HIPAA-compliant written authorization by the patient or the patient's guardian, in accordance with applicable laws and regulations, and each of the Community Health Centers' policies and procedures.

9. Term and Termination.

- a. **Term.** The initial term of this memorandum of understanding is two (2) years beginning on the date, if any, MLSA receives funding from the Montana Healthcare Foundation (Effective Date) for the Montana Health Justice Partnership and will automatically renew for additional one-year terms unless terminated earlier as set forth in Section 9(c). This term may be adjusted as necessary based on the receipt of funds and as agreed by the parties.
- b. **Program Timeline.** The parties intend to have the program operational no later than 2 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. MLSA's Executive Director, MPCA's Executive Director, and each of the Community Health Centers' Administrative Director will attend this meeting.

- c. **Termination.** This memorandum of understanding may otherwise be terminated by any 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.

10. 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 memorandum of understanding, 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 enter into this memorandum of understanding.
- 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.

11. 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 memorandum of understanding. 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 Montana Health Justice Partnership promotional materials, advertising or press communications, in any medium.
- c. **Notice of LSC Regulations.** The parties understand that the Legal Services Corporation (LSC) imposes on MLSA certain prohibitions and conditions as a recipient of LSC funding, as detailed in 45 CFR § 1600, et seq.
- d. **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. This memorandum of understanding is subject to Montana law and any applicable tribal laws.
- e. **Assignment.** No party may assign or subcontract any rights or obligations under this memorandum of understanding to another party without the prior written consent of the other parties, and any such attempted assignment shall be void and of no effect.
- f. **Independent Parties.** No party may legally or contractually bind any other party to this memorandum of understanding, nor shall any party act as agent, employee, partner or joint venture of any other party. No party's personnel will for any purpose be deemed to be an employee of any other party for tax withholding, liability coverage, or for compensation or benefit plan participation.

- g. **Ethical Behavior.** All parties are committed to conducting business ethically and lawfully and in accordance with rules of professional ethics and the parties' individual internal regulations. If any party knows or becomes aware of a conflict of interest, the party shall divulge this information promptly to the other party.
- h. **Licensure.** All 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.
- i. **Marketing of Montana Health Justice Partnership.** The parties will coordinate marketing efforts relating to the Montana Health Justice Partnership. No party shall refer to the other party in press, website, social media, or marketing materials without express written permission.
- j. **Entire Agreement.** This memorandum of understanding 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.
- k. **Amendments.** This memorandum of understanding may be amended only by a written contract signed by both parties.

APPROVED AND ACCEPTED this ____ day of ____, 2015.

Alison Paul, Executive Director
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Leslie Southworth, CEO
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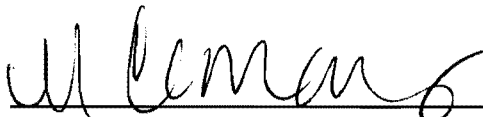
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APPROVED AND ACCEPTED this 4 day of September, 2015.

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Name, Title
 Name of Health Center
 Address
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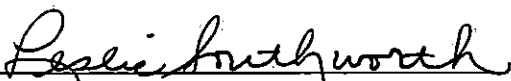
APPROVED AND ACCEPTED this ____ day of ____, 2015.

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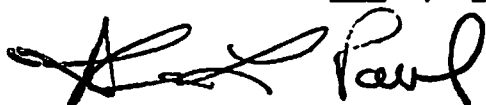
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- k. **Amendments.** This memorandum of understanding may be amended only by a written contract signed by both parties.

APPROVED AND ACCEPTED this 15th day of September, 2015.



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APPROVED AND ACCEPTED this ____ day of ____, 2015.

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APPROVED AND ACCEPTED this 2 day of Sept, 2015.

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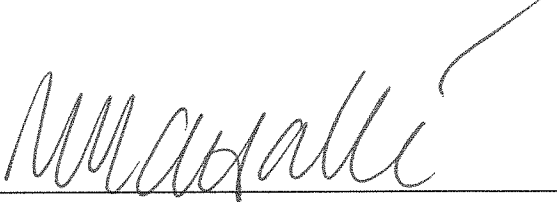
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joint venture of any other party. No party's personnel will for any purpose be deemed to be an employee of any other party for tax withholding, liability coverage, or for compensation or benefit plan participation.

- g. **Ethical Behavior.** All parties are committed to conducting business ethically and lawfully and in accordance with rules of professional ethics and the parties' individual internal regulations. If any party knows or becomes aware of a conflict of interest, the party shall divulge this information promptly to the other party.
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- k. **Amendments.** This memorandum of understanding may be amended only by a written contract signed by both parties.

APPROVED AND ACCEPTED this 14th day of AUG 2015.

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Name, Title
Name of Health Center
Address
Address
Phone number
Email

Name, Title
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Agreement Between the
Montana Legal Services Association
and the
BULLHOOK COMMUNITY HEALTH CENTER

Montana Health Justice Partnership

WHEREAS, the Montana Legal Services Association (MLSA) has obtained funding from the Montana Healthcare Foundation to support a Health Justice Partnership in Montana; and

WHEREAS, the Bullhook Community Health Center (BCHC) has agreed to be part of the Montana Health Justice Partnership; and

WHEREAS, MLSA, the Montana Primary Care Association (MPCA), BCHC and three other community health centers have entered into a Memorandum of Understanding that sets forth the objectives, understandings and agreements between all parties with regard to the Montana Health Justice Partnership, a copy of which is attached hereto;

NOW THEREFORE, MLSA and BCHC enter into this supplementary agreement to effectuate the terms of the Montana Health Justice Partnership MOU.

A. MLSA agrees as follows:

1. To be responsible for the administration of the Montana Health Justice Partnership, including invoicing the partners thirty days before the due date for the cost share payment.
2. To comply with the terms of the Montana Health Justice Partnership MOU.

B. BCHC agrees as follows:

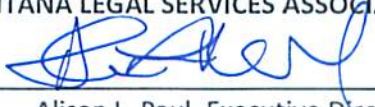
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2. To comply with the terms of the Montana Health Justice Partnership MOU.

C. Term of Agreement. The term of this agreement shall be from January 1, 2016 through December 31, 2017. This term may be extended by mutual agreement of both parties.

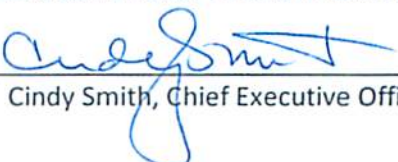
D. Amendment of Agreement. This Agreement may be amended by the mutual agreement of the parties in writing.

Dated this 15th day of March, 2016.

MONTANA LEGAL SERVICES ASSOCIATION

By: 
Alison L. Paul, Executive Director

BULLHOOK COMMUNITY HEALTH CENTER

By: 
Cindy Smith, Chief Executive Officer

Agreement Between the
Montana Legal Services Association
and the
COMMUNITY HEALTH CARE CENTER

Montana Health Justice Partnership

WHEREAS, the Montana Legal Services Association (MLSA) has obtained funding from the Montana Healthcare Foundation to support a Health Justice Partnership in Montana; and

WHEREAS, the Community Health Care Center (CHCC) has agreed to be part of the Montana Health Justice Partnership; and

WHEREAS, MLSA, the Montana Primary Care Association (MPCA), CHCC and three other community health centers have entered into a Memorandum of Understanding that sets forth the objectives, understandings and agreements between all parties with regard to the Montana Health Justice Partnership, a copy of which is attached hereto;

NOW THEREFORE, MLSA and CHCC enter into this supplementary agreement to effectuate the terms of the Montana Health Justice Partnership MOU.

A. MLSA agrees as follows:

1. To be responsible for the administration of the Montana Health Justice Partnership, including invoicing the partners thirty days before the due date for the cost share payment.
2. To comply with the terms of the Montana Health Justice Partnership MOU.

B. CHCC agrees as follows:

1. CHCC agrees to pay \$20,000 to MLSA (\$10,000 per year) as its cost share portion under the Montana Health Justice Partnership MOU. The first payment shall be due within thirty days of the signing of this Agreement. The second payment shall be due by January 15, 2017.
2. To comply with the terms of the Montana Health Justice Partnership MOU.

C. Term of Agreement. The term of this agreement shall be from January 1, 2016 through December 31, 2017. This term may be extended by mutual agreement of both parties.

D. Amendment of Agreement. This Agreement may be amended by the mutual agreement of the parties in writing.

Dated this 25th day of April, 2016.

MONTANA LEGAL SERVICES ASSOCIATION

By: _____

Alison L. Paul, Executive Director

COMMUNITY HEALTH CARE CENTER

By: _____

Leslie Southworth, Chief Executive Officer

Contract 16-43

Montana Legal Services Association
w/ CHCC

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James Larson, Commissioner



Jane Weber, Commissioner

Passed & approved at the Commission Meeting held on this 12th day of April, 2016

Attest

On this 12th day of April, 2016, I hereby attest the above-written signatures of
Jane Weber, Joe Briggs and James Larson, the Cascade County Commissioners.



RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

by deputy 