

# Project HEAL

## Memorandum of Understanding

Maryland Volunteer Lawyers Service  
And  
Johns Hopkins University School of Medicine  
Department of Pediatrics  
And  
The Johns Hopkins Hospital

**THIS MEMORANDUM OF UNDERSTANDING** (this "MOU") is made this \_\_\_\_ day of November, 2003 by and between the The Johns Hopkins University on behalf of its Department of Pediatrics ("JHU"), The Johns Hopkins Hospital on behalf of its Harriet Lane Clinic ("JHH") (collectively, JHU and JHH are referred to as "Hopkins") and the Maryland Volunteer Lawyers Service ("MVLS").

**WHEREAS**, the parties have jointly developed a family advocacy program, Project HEAL (Health Education Advocacy and Law) to promote child health and family well being using an interdisciplinary team of pediatricians, nurses, lawyers and social workers; and

**WHEREAS**, the parties intend to implement Project HEAL at the Harriett Lane Clinic (the "Clinic") by placing an MVLS attorney on-site at said Clinic to work with Clinic staff and serve Clinic clients as set forth more specifically herein; and

**WHEREAS**, the parties intend for this MOU to set forth the goals of Project HEAL and the rights and obligations of the parties hereto.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and conditions set forth in this MOU, JHU, JHH and MVLS agree as follows:

1. **Project HEAL Services**

A. **Legal Advocacy.** MVLS will place a staff attorney (the "Attorney") on-site at the Harriet Lane Clinic (the "Clinic"). The Attorney will provide direct, brief legal assistance to families who are patients of the Clinic to address their legal issues, including safe housing, food, income, employment, social services, appropriate educational services, health insurance and access to health care. Families whose civil or other legal problems require representation in other matters will be referred to volunteer lawyers. The Attorney will not provide representation or offer legal advice to clients in any matter involving JHU, JHH, or any of their affiliates.

B. **Clinician Training.** The Attorney, in conjunction with JHU faculty, will develop a Family Advocacy Curriculum to teach medical students, residents, social workers, nursing

professionals and other Clinic staff about family advocacy with a focus on understanding the legal issues that affect the delivery of health care and family well-being. The training will also address screening for legal issues in the context of pediatric care.

## 2. Administrative Responsibilities

A. Office Space and Equipment. Hopkins will provide adequate office space and equipment for the Attorney on-site at the Harriet Lane Clinic, said equipment minimally to include telephone, and access to fax, copier, Internet and e-mail.

### B. Employment Issues.

(i). MVLS will recruit and hire the Attorney in consultation with Hopkins. MVLS will be responsible for training, mentoring, and jointly (along with Hopkins) supervising the Attorney. MVLS will be the employer of the Attorney, and will be solely responsible for payment of all wages and deduction of all legally required employer taxes including FICA, federal and state income taxes and any required insurance. MVLS will indemnify and hold Hopkins harmless from any and all liability arising from claims relating to the failure to make such payments, withholdings and benefits of any kind. This duty of MVLS shall survive the termination of this MOU. Agency shall provide Workers' Compensation coverage for the Attorney.

(ii). The Attorney will be jointly supervised by a designated JHU supervisor and MVLS, except that JHU will not direct the Attorney's legal work. The Attorney will conduct her work on-site at the Clinic, comply with all applicable JHU and JHH policies and procedures, and be considered a member of the Hopkins "workforce" for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191. The Attorney will complete the JHH HIPAA Training Module prior to assignment at the Clinic.

(iii). The Attorney will generally be on site during regular Clinic hours, with specific days and hours of duty to be agreed by the parties depending on program funding and Clinic need.

(iv). In the event that Hopkins determines that the Attorney is not providing the Services herein described in a satisfactory manner, Hopkins shall promptly notify MVLS, such notice to include the specific deficiencies in the Attorney's performance, and the Attorney shall have thirty (30) days to bring her performance to a level acceptable to Hopkins. In the event the Attorney fails to perform Services in an acceptable manner by the end of the thirty day period, or if the Attorney is no longer available for whatever reason, MVLS shall promptly designate a new Attorney, subject to availability and approval by Hopkins. MVLS agrees that Hopkins may require the immediate termination of an individual as the Attorney under this MOU in the event that Hopkins determines that such individual is detrimental to Hopkins or a Hopkins' patient.

(v). MVLS shall ensure that the Attorney is covered by professional malpractice insurance in such amount as is sufficient for the services contemplated by this MOU.

C. Program Management and Implementation. MVLS will oversee program management and implementation. JHU will designate a management level physician (“JHU Facilitator”) to facilitate implementation of the project and staff orientation to the program. The JHU Facilitator will:

- (i). Inform the residents, faculty, nursing professional, other health professional staff about the program.
- (ii). Encourage the Clinic staff to participate in and take advantage of the program for the benefit of the patients.
- (iii). Direct Clinic staff to attend training programs developed by the Attorney.
- (iv). Encourage Clinic staff to contact the staff attorney to seek advice about patient/family legal matters or discuss specific patient/family cases and facilitate collaboration between Attorney and Clinic staff.
- (v). Encourage Clinic staff to welcome the Attorney.
- (vi). Meet regularly with Attorney and MVLS liaison.

D. Confidentiality; Patient Consents.

(i). MVLS and Hopkins shall treat as confidential all Protected Health Information as required by all applicable state and federal laws (including HIPAA) and ethical standards regarding confidentiality of medical information. Prior to being retained by a client, MVLS shall cause the Attorney to enter into a written Retainer Agreement with each client, and shall obtain a signed Authorization for Release of Protected Health Information from client. MVSL shall also cause Attorney to sign Hopkins Confidentiality Pledge upon commencement of this MOU, as set forth in Exhibit A.

(ii). The parties agree to hold in strictest confidence any information and material which is related to the others business or is designated by either the other as proprietary and confidential, herein or otherwise. Hopkins and MVLS hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other. MVLS further covenants not to issue or release for publication any articles or advertising or publicity matter relating to this MOU in which the name of JHU or JHH is mentioned or used, directly or indirectly, without the prior written consent of JHU and/or JHH.

### 3. Budget, Financial Contributions, and Fund Raising

A. MVLS and JHU will each contribute Fifteen Thousand Dollars (\$15,000.00) in operating funds at the start of each of the first two years of Project HEAL (the “Initial Contributions”). If additional contributions by the parties become necessary to ensure Project HEAL’s viability during the first two years, the parties shall mutually determine whether to continue the Project and how much additional funding each will provide.

B. MVLS and Hopkins each will establish an account for funds it contributes and/or receives from outside sources for program support; each party will administer its own account. The parties will jointly develop a Project budget. Categories of expenses for said budget shall include: (i) Attorney salary, benefits/fringe, and insurance expense; (ii) office and practice-related expenses; and (iii) indirect (overhead) expenses. The parties agree that Project funds will be used first to cover expenses in category (i), followed by expenses in category (ii) and lastly, category (iii). In the event that Project funds are insufficient to cover expenses, the parties shall mutually determine whether to make additional contributions, reduce Attorney work hours, or discontinue the program. The parties anticipate that some or all of the funds in the Hopkins account will be used to support the Attorney's salary and benefits, and funds will be transferred from the Hopkins account to the MVLS account for said purpose under a separate agreement.

C. JHU will designate a development professional to develop and assist the parties in implementing fund raising for the Project. The parties will coordinate with each other in submitting grant proposals and conducting other fund raising activities to secure additional funding. Each party will communicate with the others regarding all grant submissions prior to submission.

D. MVLS and JHU will jointly administer all funds collected or committed to Project HEAL and will disburse funds for project costs. MVLS and JHU will hold budget meetings at least quarterly to discuss budget priorities and fund allocation.

E. MVLS and JHU will be jointly responsible for outreach and publicity for Project HEAL. Neither party shall publish materials related to the Project or the other party without the prior consent of the other, such consent to be given or denied within a three (3) business day period. Each party will identify a representative responsible for giving or denying said requests, and shall provide relevant contact information to the other party.

#### 4. **Project Evaluation**

MVLS and Hopkins will engage in efforts to evaluate and study the need that Project HEAL serves and the benefit of the program to clients. Evaluation tools may include conducting focus groups at the Clinic, among other methods. MVLS and Hopkins will fully cooperate in conducting such activities.

#### 5. **Term and Termination**

The Initial Term of this MOU shall be two years, and shall renew for additional one year periods upon agreement of the parties. Either party may terminate this MOU, with or without cause, by providing thirty (30) days prior written notice to the other party. Additionally, the parties may mutually terminate this MOU prior to the end of the Initial Term in the event of insufficient funding.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first written above.

WITNESS

MARYLAND VOLUNTEER LAWYERS  
SERVICE

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Winiford Bordon  
Title: Executive Director  
Date: \_\_\_\_\_

WITNESS

THE JOHNS HOPKINS HOSPITAL

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS

JOHNS HOPKINS UNIVERSITY

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

This Agreement has been reviewed for legal  
sufficiency by The Johns Hopkins Health System  
Corporation Legal Department.

\_\_\_\_\_  
Legal Department