

# Chapter 8: Building Capacity to Respond to Your Data

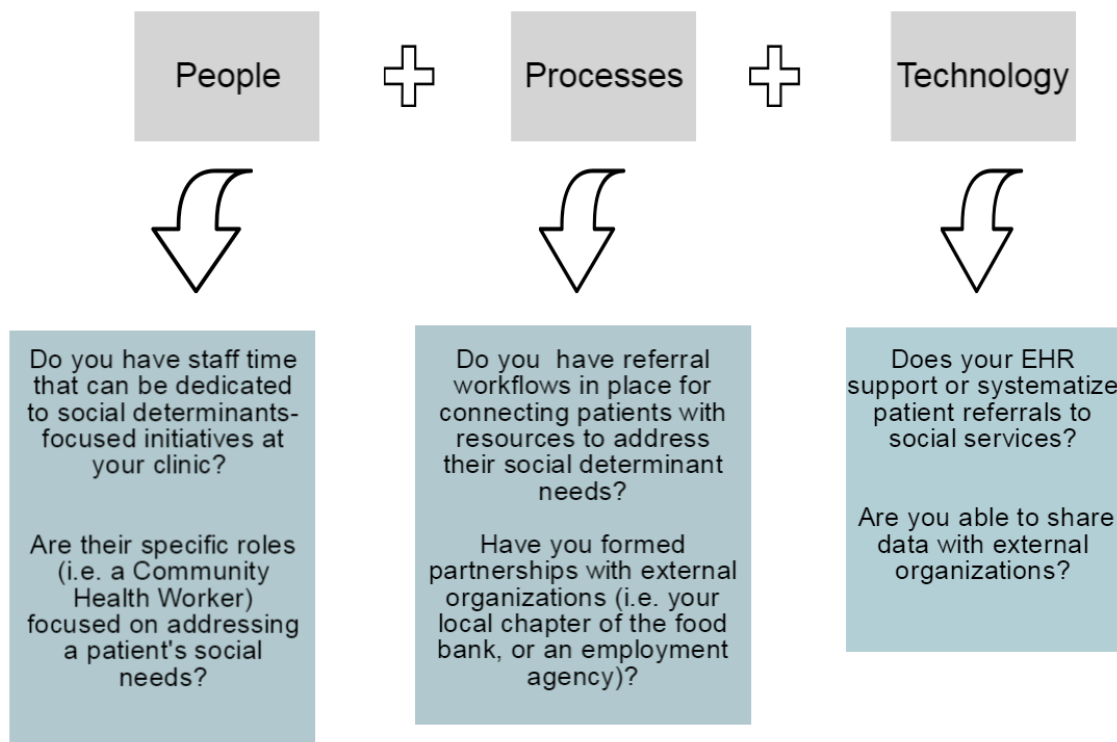
If you have implemented PRAPARE and identified social risks that are impacting your patient population, you likely want to act on your data. But where should you begin?

For some clinics, there may be a need to build capacity to address the social determinants of health before actual interventions can be developed. This chapter will outline how best to assess your own setting, abilities, and resources, and how to develop a few key building blocks so as to increase your capacity to act on your data.

## Assess Your Setting

Building capacity to address the social determinants of health begins with an assessment of your clinic's current capacity--that is, what resources you have available to focus on addressing identified needs and the context in which those resources exist.

Following are some types of resources to consider in your assessment:



It might also be useful to consider in what context these resources exist. Are they internally placed within your clinic, or are they external to your organization?

Assessing your setting will give you a sense of where to start in bolstering your capacity to address the social determinants of health. Following are some ideas to consider as you clarify the specifics of your clinic.



## Build Capacity: Developing Cross-Sector Partnerships

### Why Form a Partnership?

Intervening to address the social risk factors that are impacting your patients' health outcomes can feel daunting, but it's important to remember that you don't have to develop all of your social determinants interventions in-house. In some cases, there's no point in re-creating the wheel. Partnering with community-based organizations who have already developed services and programs that address the social needs of your patients can be a great way to get a patient's social needs met and lessen the resource burden placed upon your health center. Furthermore, as community health centers form cross-sector partnerships with non-clinical organizations outside of the medical setting, our healthcare system will further increase its abilities to not only manage disease, but create good health.



While health care organizations may not always be expert in addressing social needs, they are well-placed to witness the impact of social risk factors that remain unaddressed, and to refer patients to resources through which they can get their needs met.



# Who Should Your Partners be?

As you expand your efforts to impact the social determinants of health, there's a wide world of potential partners to consider. How can you narrow down the list of organizations with whom you might connect? Here are some factors to consider.

Start with the data:	Which social risk factors were most prevalent when you screened your patient population? If there were a handful of issues that rose to the surface, identifying community-based organizations that are focused on addressing those needs might be a good place to start
Identify strategic opportunities	Are there well-resourced partners in your community who are looking to serve your patient populations, but don't have the relationships or access points that your clinic offers? Perhaps you can work together. Alternately, there might be an under-resourced organization that is already addressing the social determinants need you'd like to work on, but could benefit from your financial or staff support.
Let the needs of your population segmentation guide you:	If you are working to improve care management for a specific patient subpopulation (i.e. uncontrolled diabetics), consider partnering with external organizations who are also focused on serving this same population, or ones that are addressing social risk factors that have an impact on the target population's health outcomes

## Elements of Forming a Partnership

When forming a partnership, it might be helpful to consider these key phases through which a partnership happens:



A necessary ingredient for all of them is plenty of time!



Likewise, here are some specific steps you can take to move forward your efforts to create a successful partnership:

- ✓ Identify Key Partners
- ✓ Form a Connection
- ✓ Clarify the Common Agenda
- ✓ Identify Clear partnership objectives
- ✓ Secure Partner Commitment
- ✓ Develop a Strategic Action Plan
- ✓ Maintain your Relationship
- ✓ Evaluate your Work Together



## Multnomah County's Food-focused Partnership with Zenger Farms

Recognizing that access to fresh vegetables is an issue that no amount of health behavior coaching can fix, Multnomah County's primary care clinics decided to take on a project that would allow them to address their patients' challenges in this area.

One of the County's Program Coordinators was aware of a local urban farm, Zenger Farm, which has a focus working with those who are not well off. Through this alignment of interests, Multnomah County's Mid County Health Center partnered with Zenger Farm to implement a clinic hosted CSA program to deliver a weekly box of Zenger Farm vegetables for 23 weeks, picked-up at the clinic by 25 low-income patient families who didn't otherwise have adequate access to local veggies.

### What Worked Well?

Community Health Workers (CHWs) have established a trusting rapport with many of the patient's at the health center. Making a CHW the onsite point person for the pilot was the main reason recruitment was successful. Providers don't necessarily have the time to recruit but they can refer to their CHWs.

Another element crucial to the success of the work was the ongoing commitment of project partners. The implementation team at Mid County and representatives from Zenger Farm took a full year to develop their plan which included mapping out a logic model. This led to a robust program, with supportive elements that included bilingual pick-up, newsletters and cooking classes, as well as farm tours, skill sheets and lots of 1:1 interaction between patients and staff. As this partnership grew to encompass Portland State University (to evaluate the program) and an advisor from the Knight Cancer Institute Community Partnership Program at Oregon Health & Science University, the group revisited but continued to stay true to the logic model.

### What Were Some of the Challenges?

Financial resources were a big challenge. Zenger Farm successfully leveraged an Oregon Department of Agriculture's Specialty Crops Block Grant, which funded their staff time to assist in planning, coordinating, and implementing the project. Multnomah County also secured a grant through the Knight Cancer Institute Community Partnership Program at Oregon Health & Science University to help off-set the cost of the CSA shares, since patients couldn't afford to pay the full cost of the shares.

The Mid County Health Center serves a very diverse patient population. Many more people were interested in joining than the program had resources to serve. This included language resources, CSA shares and staff time on the part of all projects, to administer the work. Another barrier that arose was the sharing of patient information. Ultimately, a work flow had to be put in place so that patients could share their contact information directly with Zenger Farm, thus ensuring that there were no HIPAA violations.

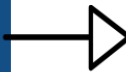
Despite the challenges, CSA Partnerships for Health (the official name of the partnership), saw enough early success in the pilot year to move forward, expanding to several health centers in year two. Findings from year one show that participants increased consumption of the recommended amount of vegetables per day as well as reporting better overall health. These learning's are being used to improve the program as it moves into its second year. This is one example of addressing social determinants of health to remove barriers for our patients to make healthy choices!



## Potential Barriers & Challenges to Consider When Forming a Partnership

### High Front-end Investment

Forming a partnership often requires a high investment of resources at the onset (i.e. staff time spent writing grants to secure funding) with returns not seen until later on.



Consider starting off your partnership by seeking out low-hanging fruit which requires less effort from partners. An example of this might be sharing informational materials, or referring patients to another organization's services.

### Lack of resources to support partnership

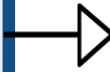
As previously mentioned, partnerships require an investment of resources from the partner organizations involved. If those resources are unavailable internally and cannot be secured externally, the partnership may fizzle out, or see limited success.



Be sure to discuss how you'll support your partnership from the onset of the collaboration. Getting clarity on resource needs early on can help determine the feasibility of a partnership, and may help you decide with whom you should partner.

## Power Imbalance Among Partners

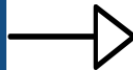
Trust and respect are key ingredients of any partnership, and if there is an imbalance of power amongst partners, it can impact how they feel about each other. If both (or all) partners do not have a voice in the partnership, it will suffer.



From the onset of each partnership, there should be a clear understanding of how everyone involved will contribute to the collaborative in a meaningful way. Recognition of each partner's contributions will go a long way in creating trust and respect.

## Differing agendas among partners:

It is important that partners maintain clarity on and commitment to their shared agenda. A partnership can't succeed if the parties involved aren't on the same page, and working to achieve the same outcomes.



Honest and clear communication is the key to ensuring everyone is on the same page in a partnership, and that partners have alignment in their expectations and goals for the collaboration. Continue to revisit goals throughout the duration of the partnership to ensure they continue to align.

## Helpful Tools and Resources

1. CDC's Promoting Health Equity workbook:  
<http://www.cdc.gov/nccdphp/dch/programs/healthycommunitiesprogram/tools/pdf/sdoh-workbook.pdf>
2. The Prevention Institute's tools on developing partnerships and coalitions:  
<http://www.preventioninstitute.org/tools/partnership-tools.html>
3. The Partnering Initiative's tools and resources for developing partnerships:  
<http://thepartneringinitiative.org/tpi-tools/>

# Build Capacity: Engaging in Advocacy Work

## What's the Value of Engaging in Advocacy Work?

In some cases, taking steps to address the social determinants of health begins with advocacy; acting as an advocate and speaking up about the importance of addressing the social, environmental, and economic conditions in which people live, and advocating for the financial support of social resources both within, and outside of the four walls of your clinic. Without such support and resources, it's difficult to develop sustainable and impactful interventions to address the social determinants of health.

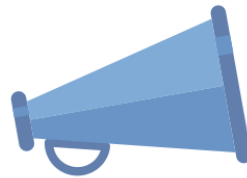
## Engaging Your Representatives

To engage in advocacy work, a good starting place is forming relationships with your representatives. But how can you gain access to your elected officials? Think about connecting with them at events or meetings where they're in attendance--Town Hall meetings, community planning gatherings, or campaign events are a good place to start. You might also connect with professional networks (i.e. PCAs), to connect with your elected officials as part of a larger, organized concerted effort.

Introduce yourself and your health center, and invite them to come for a visit and a tour. It is hugely valuable for you to create opportunities for your elected officials to meet your patients, hear from you and your staff, and see why the work that you do—and the work that you would like to do—is important.



# Creating Effective Messaging



How do you tell an effective story about the conditions in which your patients live, and how those conditions impact their health outcomes? Following are some elements to consider as you message the importance of addressing the social determinants of health.

<b>Choose the Right Messenger</b>	Policymakers love to hear from their constituents, so try and create opportunities for your patients and clients to share their own stories about the social conditions in which they live, and how those conditions impact their health.
<b>Use Heroes and Villains</b>	Does your story have a protagonist? Think about sharing a story about a specific patient, and how the conditions of their life have impacted their health. It is important for your audience to connect with your patient, and to see the negative conditions in which they live as things that should be addressed or ameliorated.
<b>Focus on Action &amp; Conflict</b>	A memorable story has both of these elements. When you share your story, think about how to keep it engrossing, and how to incorporate a sense of urgency. What negative conditions have your patients experienced in their lives have had led to their poor health? Did they try to combat those conditions? If so, what happened?
<b>Use Your Data</b>	Think about connecting your PRAPARE data to your story. While a protagonist or character gives your message heart, data demonstrates the weight of the issue on which your advocacy efforts are focused.
<b>Close with a Solution</b>	Research shows that people prefer messages that offer direction, so consider closing your story with a “call to action”. This should be relatively simple if you’re engaged in advocacy work. What are you advocating for? Resources to support your clinic or a partner organization in addressing the social determinants of health? Public policy that in some way ameliorates the impact of social or economic inequality? Close with an ask.

## The Art of Finding Alignment

In your advocacy work, you will encounter audiences—including your own stakeholders—who do not always share your views. But, it’s a good idea to have a clear understanding of what their views are, and where they align or differ from your own. There may be good opportunities for working together even when your views diverge, and knowing their stance can help you to tailor your conversation and seek areas of common ground.



## References

1. CDC. (2015, August 19). Work Together. Retrieved from <http://www.cdc.gov/chinav/tools/work.html>
2. NACCHO. (2016). The Assessments. Retrieved from <http://archived.naccho.org/topics/infrastructure/mapp/framework/phase3.cfm>
3. NACHC. (2011). Working With Elected Officials. Retrieved from <http://www.saveourchcs.org/working-with-elected-officials.cfm#Meeting>
4. NACHC. (2011). Meeting Tips. Retrieved from [http://www.saveourchcs.org/meeting-tips.cfm#Request\\_Congress](http://www.saveourchcs.org/meeting-tips.cfm#Request_Congress)
5. NACHC. Establishing a Relationship with Your Elected Official. Retrieved from <http://www.saveourchcs.org/client/EstablishaRelationship.pdf>
6. National Community Land Trust Network. Storytelling for Advocacy. Retrieved from <http://cltnetwork.org/wp-content/uploads/2015/05/Storytelling-for-Advocacy-2015.pdf>
7. OPCA. (2015). Health Instigator Toolkit. Portland, OR: Jennifer Pratt.
8. Prevention Institute. (2002, January). Developing Effective Coalitions: An Eight Step Guide. Retrieved from <http://www.preventioninstitute.org/component/jlibrary/article/id-104/127.html>
9. Robert Wood Johnson Foundation. (2010). A New Way to Talk About the Social Determinants of Health. Retrieved from <http://www.rwjf.org/content/dam/farm/reports/reports/2010/rwjf63023>
10. Tennyson, R. (2011). The Partnering Toolbook. Retrieved from <http://thepartneringinitiative.org/wp-content/uploads/2014/08/Partnering-Toolbook-en-20113.pdf>
11. The Partnering Initiative. (2016). 12 Steps Towards Successful Cross-Sector Partnership. Retrieved from <http://thepartneringinitiative.org/tpi-tools/12-steps-towards-successful-cross-sector-partnerships/>



## **MEMORANDUM OF UNDERSTANDING**

### **THE REDWOOD EMPIRE FOOD BANK**

3320 Industrial Drive  
Santa Rosa, CA 95403  
(707) 523-7900, Fax (707) 523-7050

and

### **XXX COMMUNITY HEALTH CENTER**

Address  
Address  
Phone, Fax

**EFFECTIVE DATE: March 1, 2013 to February 28, 2014**

#### **Introduction**

This Memorandum of Understanding between the **Redwood Empire Food Bank**, hereinafter referred to as the REFB, and **XXX Health Center**, hereinafter referred to as The Organization, outlines policies and procedures related to the REFB **Diabetes Wellness Project** which distributes diabetes appropriate food boxes, fresh produce, and education to low-income, food insecure individuals ages 18 or older, and maintains a bi-directional referral system for clients who are diagnosed with Type 2 Diabetes Mellitus.

#### **Duration**

This agreement shall be effective for one year from **March 1, 2013 to February 28, 2014**. The agreement will be reviewed and renewed on an annual basis. Either party may terminate this agreement by giving at least thirty (30) days written notice. This written notice will include closeout responsibilities, procedures, and timelines.

The REFB and the Organization and its designated representative(s) agree to the guidelines and procedures set forth here:

## Description of Work: XXX Health Center

### Client Referrals

1. The Organization will implement a process to identify clients who meet the criteria for participation in the REFB Diabetes Wellness Project, which include: adult aged 18 or older, diagnosed with Type 2 Diabetes Mellitus (T2DM), income less than 150% of the Federal Poverty Level (see Appendix), and interest in and ability to pick-up a monthly diabetes food box consistently.
  - a. Clients can *not* participate in the Diabetes Wellness Project if they meet any of the following exclusion criteria: child under 18, pregnant, diabetes diagnosis other than T2DM, or diagnosis of dementia or severe psychiatric illness.
  - b. Clients who do not qualify to participate in the project may still be eligible for food assistance; please direct clients to the REFB referral line (707-523-7900) for assistance.
  - c. If the Organization needs further clarification on how to qualify clients, please contact the REFB Diabetes Wellness Project Lead (707-523-7900, ext. 35).
2. The Organization will complete the REFB “Diabetes Wellness Project: Client Referral Form” to refer a client for a diabetes food box and self-management education materials. The client and the REFB will each receive a copy of the referral form.
3. The Organization shall obtain client consent to share Protected Health Information (PHI) with the REFB.
4. Completed referral forms should be faxed to the REFB within 2 business days (fax#: **707-523-7050**).
5. The Organization will refer **a maximum of sixty (60) clients** to the REFB for enrollment into the Diabetes Wellness Project, at a rate of no more than **10 clients per month** during the course of this project.
6. The Organization agrees to schedule a new patient appointment for referred clients to be seen at The Organization ***within 2 weeks of receiving the referral from REFB.***
  - a. For clients who are referred from the REFB and who had a screening HbA1c result  $\geq 9.0\%$ , The Organization agrees to schedule a new patient appointment for clients to be seen at The Organization ***within 1 week of receiving the referral from REFB.***
7. The Organization will notify the REFB monthly of the numbers of REFB-referred clients that seek care with The Organization.

### Project Administration

8. The Organization agrees to send a representative to participate in project meetings with the REFB and other partners. Project meetings will take place as needed and will not occur more frequently than once per quarter.
9. The Organization agrees to contact the REFB Diabetes Wellness Project Lead immediately in the event of any problem, concern, client issue, or emergency related to project activities occurring on-site.
10. The Organization agrees to be listed in future publications as a participating partner site in the REFB Diabetes Wellness Project.
11. The Organization agrees to the use of the \$2,000.00 in funding to defray costs associated with participating in the REFB Diabetes Wellness Project and towards diabetes services for its patients.

## Description of Work: Redwood Empire Food Bank

### Client Referrals

12. Upon receiving a client referral from The Organization, the REFB will be responsible for contacting the client, verifying that the client meets participation criteria, enrolling the client, and assigning the client to an appropriate food distribution site for the monthly diabetes wellness food box.
13. During this project, the REFB Diabetes Wellness Project Lead (a Public Health Nurse) will be screening clients for T2DM risk at existing REFB food distribution sites using Point-of-Care HbA1c testing. The REFB will refer clients to The Organization who are assessed as being at high risk for T2DM (HbA1c result  $\geq 6.5\%$ ) **and** who state they are without a primary medical provider. By identifying and referring these clients, the REFB aims to facilitate a process for clients to establish medical care and receive follow-up evaluation regarding T2DM risk and/or health status.
14. The REFB will complete a "Client Referral for Medical Care Form" indicating the date of screening, HbA1c result, and additional client information. The client and The Organization will each receive a copy of the form.
15. The REFB will fax completed referral forms to The Organization (fax#).
16. The REFB will refer to The Organization a maximum of ten (10) clients per month who are identified as at-risk for T2DM (or who self-report a history of T2DM), **and** who report being without a medical home.
17. The REFB will implement an Emergency Action Plan if, during a screening event, food distribution, or self-management class, a client is identified as needing immediate medical attention. In the event of a client emergency, REFB staff will contact 911 to facilitate client transport for medical care.
18. In order to evaluate project effectiveness, the REFB will be tracking client HbA1c results for the duration of the Diabetes Wellness Project. The REFB will comply with the Health Insurance Portability and Accountability Act (HIPAA) and existing laws and regulations regarding client privacy and Protected Health Information (PHI). The REFB will maintain appropriate safeguards to secure PHI.
19. The REFB shall obtain client consent to share PHI with The Organization.
20. The REFB will be conducting HbA1c testing on project clients using the Bayer A1cNow+. HbA1c testing will follow REFB project guidelines and is not meant to replace or validate clinical testing performed at or ordered by The Organization. If requested, the REFB may share HbA1c results conducted during the project with The Organization for inclusion in clients' medical records.

### Project Administration

21. In order to support The Organization, the REFB will administer \$2,000.00 per year to The Organization for each year The Organization participates in the Diabetes Wellness Project, for up to three years.
  - a. 100% of the funds (\$2,000.00) shall be paid by the REFB directly to The Organization during the 1<sup>st</sup> month of each year of participation.
22. The REFB may cancel this agreement immediately upon receipt of evidence that the site is not in compliance with the terms and conditions referenced in this memorandum.

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Executive Director  
Health Center

Date

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David Goodman, Executive Director  
Redwood Empire Food Bank

Date

## 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 health care 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 health care setting involved, in conjunction with regular training for health care 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]

**[AAPCHO CHC] &  
THE ASSOCIATION OF ASIAN PACIFIC COMMUNITY HEALTH ORGANIZATIONS (AAPCHO)  
AAPCHO DATA WAREHOUSE  
DATA USE AGREEMENT**

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This Data Use Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”) is entered into by and between CHC, a private, nonprofit community health center (“Covered Entity”), and the Association of Asian Pacific Community Health Organizations (“Data Recipient”). (Collectively the “Parties”).

**WITNESSETH:**

WHEREAS, the Data Recipient acting by and through the Principal Investigator (“PI”) and his/her research associates, is hereby authorized to use, disclose, receive, transmit, maintain or create from, certain information in the form of a Limited Data Set to develop and carry out the Community Health Applied Research Network (CHARN) Data Registry.

WHEREAS, Covered Entity and Data Recipient are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated there under; and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of Covered Entity under HIPAA and to ensure the integrity and confidentiality of certain information disclosed or make available to Data Recipient and certain information that Data Recipient uses, discloses, receives, transmits, maintains or creates, from Covered Entity.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**A. DEFINITIONS**

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy Rule.

1. Individual shall have the same meaning as the term “individual” in 45 CFR Sect. 164.501 of the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with 45 CFR Sect. 164.502(g) of the Privacy Rule.
2. Limited Data Set shall mean protected health information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: names; postal address information other than town or city, State and zip code; telephone numbers; fax numbers; electronic mail information; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs), Internet Protocols (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.
3. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.
4. Protected Health Information or PHI shall have the same meaning as the term “protected health information” in 45 CFR Sect 164.501 of the Privacy Rule, to the extent such information is created or received by Data Recipient from Covered Entity.

5. Required by Law shall have the same meaning as the term “required by law” in 45 CFR Sect. 164.501 of the Privacy Rule.
6. De-identified shall mean information that is not individually identifiable health information as set forth in 45 CFR 164.502(d) of the HIPAA Privacy Rule.

## **B. SCOPE AND PURPOSE**

1. This Agreement sets forth the terms and conditions pursuant to which Covered Entity will Disclose certain PHI to the Data Recipient.
2. Except as otherwise specified herein, Data Recipient may make all uses and disclosures of the Limited Data Set necessary to conduct the proposed Data Registry project:

Title: AAPCHO Data Warehouse

Description: AAPCHO will collaborate with member health centers to provide data interfaces from the health center’s existing data warehouse or from the health center’s electronic health records (EHR). This platform will serve as the AAPCHO Data Warehouse, aggregating data for participating health centers and assisting them with critical data aggregation efforts that directly support policy initiatives approved by AAPCHO’s board of directors. The participating health centers have agreed to make data available to AAPCHO in support of its participation in the AAPCHO Data Warehouse Initiative. AAPCHO will use and disclose the de-identified data only for:

- Advocacy – To support the work/service of community health centers and their populations served at a policy level.
- Quality Improvement / Research – To assist all participating community health centers with data management and analysis; side by side comparisons of data-driven initiatives in a dashboard style format; and identification of best practices.

Please see the AAPCHO Data Warehouse Policy for further information.

When data quality or data integrity is suspected, the Covered Entity should collect, flag and send the data to the Data Recipient. When data is not able to be sent, the Covered Entity should inform the Data Recipient and provide explanation in writing within 3 weeks of receiving data request from the Data Recipient. The Covered Entity has the right to restrict the use of the data submitted to the Data Recipient when there are data quality concerns, provided the Covered Entity gives the Data Recipient written notice with the submission of data. The Covered Entity can restrict the use of their data submitted to the Data Recipient when there are data quality concerns or concern that the Covered Entity can be identified, provided the Covered Entity gives the Data Recipient notice in writing with the submission of data.

Under this Agreement, the Covered Entity will grant access to the Data Recipient the following data tables to contribute to the AAPCHO Data Warehouse. Below are examples of data tables that may be included with a brief description of each table. The tables will be updated annually to include new data.

List of Data Tables with examples of content (Data from January 2006-December 2016):

1. Patient Table: This table that will contain demographic information, including date of birth, gender, enrollment date, race and ethnicity.
2. Encounter Table: This table will be used to link the other health care utilization tables to each other and the patient table. It will contain information on encounter dates and insurance information and house data on department, provider and location of care.

3. Diagnosis Table: This table captures the diagnosis, both coded and in text form, for an encounter. The date, coding system and source of the diagnosis will also be housed in this table.
4. Laboratory Test Results Table: This table will contain results from laboratory tests, key dates, and lab test specifics.
5. Provider table: This table captures the details of the provider who gave care during an encounter. This table will be used to create provider IDs for the Encounter table and Lab table.
6. Medication Table: This table captures Medication/Pharmacy records. Medication name, code and code type will reside in this table along with key dates and medication fields.
7. Vital Signs Table: This table captures various vital signs recorded at the encounter, including height, weight, BMI, temperature, pulse, respiration rate and blood pressure.
8. Tobacco Use Table: This table contains data related to tobacco use.
9. Problem List Table: This table captures a structured list of the patients medical conditions updated at the visit, including problem code and coding system, problem name, problem start and end date, problem status.
10. Procedures Table: This table captures ordered and/or performed procedures.
11. Enabling Service Encounter Table: This table captures enabling services data. Details about the enabling services provided during an encounter and the provider who gave care during the encounter will be captured.
12. Referral Table: This table captures referrals to outside services.
13. Referral Procedures Table: This table captures procedures associated referrals in the Referral Table.
14. Referral Diagnoses Table: This table captures diagnoses associated referrals in the Referral Table.

### **C. OBLIGATIONS OF THE DATA RECIPIENT AND USE OF LIMITED DATA SET**

1. Ownership of the Limited Data Set remains with the Covered Entity. The Data Recipient, as an entity, do not own the Limited Data Set.
2. Data Recipient will notify the Covered Entity in writing about all data actions and requests by the Data Recipient, including internal research planning uses.
3. Data Recipient agrees not to use or disclose the Limited Data Set for any purpose other than the Activities described in Section B2 or as Required by Law. This Agreement does not provide prior approval to the Data Recipient to conduct future research on the Limited Data Set or publish and present the Limited Data Set. Data Recipient must seek additional approval by the Covered Entity.
4. Data Recipient shall follow an opt-in policy for the Covered Entity to participate in future IRB-approved research studies that involve the use of the Limited Data Set. Once a proposed research project is approved by the AAPCHO Value, Impact, and Policy Research (VIPR) Board Advisory Committee, the Data Recipient will seek approval from the Covered Entity to participate in projects and studies. Unless the Covered Entity specifically approves their participation in the research, the Covered Entity is not required to participate in the proposed research and the Data Recipient will ensure that the Limited Data Set will not be used in any capacity for the proposed research study.
5. Data Recipient agrees to use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than to support the Activities described in Section B2 in this Agreement. Safeguards include protections that will not disclose the identity of the Covered Entity when conducting analysis on the aggregate, de-identified data, without approval from the Covered Entity. The Data Recipient also agrees not to use the Limited Data Set in such a

way as to identify any individual or patient associated with the Covered Entity and further agrees not to contact any individual.

6. Data Recipient shall ensure that IRB-approved CHARN research studies that use the Limited Data Set will not include community health center level analysis and comparisons that would compromise the ability of the Covered Entity to provide care to patients.
7. Data Recipient shall follow an opt-in policy for the Covered Entity in disseminating the Limited Data Set towards scientific abstracts, manuscripts, and presentations without the permission of the Covered Entity. As the AAPCHO Data Warehouse governance committee, AAPCHO's Value, Impact, and Policy Research (VIPR) Board Advisory Committee reviews and approves proposed abstracts, manuscripts, and presentations prior to submission to a formal scientific meeting or prior to submission for publication. VIPR approval is required for any publication that uses AAPCHO data including non-scientific publications. Data Recipient must notify the Covered Entity in writing of proposed participation in abstracts, manuscripts, and presentations approved by AAPCHO VIPR and seek explicit approval by the Covered Entity. Unless the Covered Entity specifically approves their participation in the scientific abstracts, manuscripts, and presentations, the Covered Entity is not required to participate in the proposed research and the Data Recipient will ensure that the Limited Data Set will not be used in any capacity for the proposed research study.
8. Data Recipient shall limit the use or access to the Limited Data Set to the Data Recipient and his/her research associates and information technology staff who need the Limited Data Sets for the performance of the Activities described in Section B2.
9. Data Recipient shall not further disclose the Limited Data Set to non-permitted users without written permission of the Covered Entity. The Data Recipient may use and disclose any Limited Data Set prepared pursuant to this Agreement only as permitted under the terms of this Agreement or as required by law, but shall not otherwise use or disclose any such Limited Data Set, and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose any such Limited Data Set, in any manner that would constitute a violation of the HIPAA Privacy Rule if used by the Practice.
10. Data Recipient shall notify the Covered Entity in writing if an additional agent, including a subcontractor, asks for permission to use the Limited Data Set. If the Covered Entity approves the use, the Data Recipient will ensure that the agent to whom it provides the Limited Data Set agrees to the same restrictions and conditions that apply through this Agreement to the Data Recipient with respect to such information.
11. Data Recipient agrees to report to the Covered Entity any use or disclosure of the Limited Data Set not provided for by this Agreement, of which it becomes aware, including without limitation, any disclosure of PHI to an unauthorized subcontractor, within ten (10) days of its discovery.
12. Data Recipient will indemnify, defend and hold harmless the Covered Entity, its Board, officers, directors, employees and agents ("Indemnitees") from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited use or disclosure of the Limited Data Set or any other breach of the Agreement by Data Recipient or any subcontractor, agent or person under Data Recipient's control.

#### **D. TERM AND TERMINATION**

This agreement shall commence on xxx, 2015 and shall continue in full force and effect until xx 2015 (the "Initial Term") and shall automatically renew for consecutive one (1) year periods (each a "Subsequent Term"), provided however that either party may terminate this Agreement by providing the other with not less than thirty (30) days notice prior to the commencement of any Subsequent Term."

**E. MISCELLANEOUS**

1. A reference in this Agreement to a section in the Privacy Rule means the section as amended or as renumbered.
2. The parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.
3. The respective rights and obligations of Data Recipient under Section C of Agreement shall survive termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
5. There are no intended third party beneficiaries to this Agreement. Without in any way limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement gives rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose PHI is used or disclosed pursuant to this Agreement.
6. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
7. The persons signing below have the right and authority to execute this Agreement and no further approvals are necessary to create a binding agreement.
8. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement shall govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of Data Recipient to Covered Entity shall apply to the breach of any covenant in this Agreement by Data Recipient.
9. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement is in all things performable and enforceable in California. Venue for any action arising out of this Agreement in a court of competent jurisdiction in California.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the Effective Date set forth above.

**Covered Entity:** [CHC Name]  
  
Signed: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_

**Association of Asian Pacific  
Community Health Organizations**  
  
Signed: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_