

Memorandum of Agreement

Between Kentucky Equal Justice Center and the Kentucky Legal Services Corporation Funded Basic Field Programs

Contingent upon funding by the Foundation for a Healthy Kentucky (“the Foundation”), Kentucky Equal Justice Center (“KEJC”) and the four federally funded civil legal services programs in Kentucky (“the Programs”) enter into this agreement to carry out the project “Boots on the Ground, Eyes on the Prize” (“the Project”) as described in the grant proposal written by Kentucky Equal Justice Center, submitted to the Foundation and incorporated here by reference.

The purpose of the activities contemplated under this agreement is to ensure that local community members—including low income consumers—know about new options for health care coverage and care under the Affordable Care Act, are empowered to make smart consumer choices, and have their voices heard in implementation.

The duration of this agreement will be the grant period approved by the Foundation.

The Grantor Party to this agreement, Kentucky Equal Justice Center, is a nonprofit poverty law advocacy and research center.

The Grantee parties to this agreement are the four Legal Services Corporation-funded basic field programs in Kentucky that provide free civil legal services to low income Kentuckians throughout the Commonwealth (“the Programs”), as follows:

Legal Aid of the Bluegrass (based in Covington)

Legal Aid Society (based in Louisville)

Appalachian Research and Defense Fund (based in Prestonsburg)

Kentucky Legal Aid (based in Bowling Green)

Program Activities under this agreement

The Programs each shall designate a qualified staff person to serve as a Local Advocate. Qualifications for Local Advocates include knowledge of public and private programs that provide health coverage and care and experience working directly with low income consumers to assert their rights. Each Local Advocate shall be responsible for approximately 100 to 120 hours of work to conduct the following:

- a) **Networking:** meet with five to ten community stakeholders interested in health coverage and care for low income people to discuss implementation of the ACA;
- b) **Community Education:** offer at least one community education presentation per month new coverage opportunities offered in Kentucky under the ACA;
- c) **Convening stakeholders:** hold at least two meetings during the grant period with stakeholders to discuss local impact of Kentucky implementation of the ACA;
- d) **Convening consumers:** convene a small group of low-income consumers at least twice to serve as an informal “focus group” on implementation;
- e) **Quick responses:** contact key low income consumers and stakeholders as needed for quick responses to draft state materials and proposals, as identified by KEJC;
- f) **Coordination:** keep in contact with KEJC staff through phone, email and quarterly meetings of the statewide legal services Welfare and Health Task Force (in person or via webinar);
- g) **Policy Advocacy:** engage in dialog with local stakeholders and consumers and with KEJC staff about policy issues, potential solutions and related advocacy as issues surface; and
- h) **Reporting:** assist KEJC by providing relevant information for grant reports, including dates and numbers of participants in the above activities (a) through (e).

By the end of the grant period, the Local Advocate all have in place a network of community contacts and ongoing advisory groups of stakeholders and consumers. Each Program shall also arrange for internal staff communication about issues and opportunities to help clients arising under the ACA.

KEJC Activities under this agreement

KEJC shall provide each Program with \$2,500 upon entering into this agreement and an additional \$2,500 after six months of satisfactory performance. In addition, KEJC shall:

- a) **Fiscal Agent:** serve as the fiscal agent for this grant and be responsible for filing reports required by the Foundation;
- b) **Coordination:** conduct Project coordination activities including calls, emails, conference calls and Welfare and Health Task Force meetings;

c) **Policy analysis and advocacy:** commit its Health Law Fellow and other members of its Health Law Team to respond to policy issues identified through the network of Local Advocates.

KEJC staff shall provide a quarterly report on the above activities to each Program director, through KEJC board reports and meetings.

The parties agree that KEJC may seek additional sources of funding to better carry out the above activities.

KEJC agrees to maintain its financial records in accordance with applicable not-for-profit accounting requirements.

The parties hereto acknowledge that the foregoing provisions incorporate their entire agreement.

I, Richard J. Seckel, acknowledge that the foregoing document, consisting of three pages, is the agreement between the four Kentucky Basic Field Programs and the Kentucky Equal Justice Center. I hereby execute it on behalf of the Kentucky Equal Justice Center.

Richard J. Seckel, Director
Kentucky Equal Justice Center
201 W. Short Street, Suite 310
Lexington, KY 40507

Date: _____

I, Richard A. Cullison, acknowledge that the foregoing document, consisting of three pages, is the agreement between the four Kentucky Basic Field Programs and the Kentucky Equal Justice Center. I hereby execute it on behalf of Legal Aid of the Bluegrass, Inc.

Richard A. Cullison, Executive Director
Legal Aid of the BLuegrass
104 East 7th Street
Covington, KY 41011
859-431-8200

Date: _____

I, Lance A. Daniels, acknowledge that the foregoing document, consisting of three pages, is the agreement between the four Kentucky Basic Field Programs and the Kentucky Equal Justice Center. I hereby execute it on behalf of the Appalachian Research and Defense Fund, Inc.

Date: _____

Lance A. Daniels, Executive Director
Appalachian Research and Defense Fund
120 North Front Avenue
Prestonsburg, KY 41653
606-886-3876

I, Jeff Been, acknowledge that the foregoing document, consisting of three pages, is the agreement between the four Kentucky Basic Field Programs and the Kentucky Equal Justice Center. I hereby execute it on behalf of the Legal Aid Society, Inc.

Date: _____

Legal Aid Society
416 W. Muhammad Ali Blvd., Suite 300
Louisville, KY 40202
502-584-1254

I, Scott Crocker, acknowledge that the foregoing document, consisting of three pages, is the agreement between the four Kentucky Basic Field Programs and the Kentucky Equal Justice Center. I hereby execute it on behalf Kentucky Legal Aid, Inc.

Date: _____

Scott K. Crocker, Executive Director
Kentucky Legal Aid
1700 Destiny Lane
Bowling Green, KY, 42104
270-782-1924