



## Collaborating with Hospitals: A How-To Primer

### Abstract

Community providers across the United States are providing assistance with Social Security disability applications to people who have serious mental illnesses and/or co-occurring substance use disorders and who are homeless or at imminent risk of becoming homeless. Using the SOAR approach, many providers are finding that hospitals can be important partners. This how-to primer provides strategies for forming partnerships, examples, and a sample agreement to help hospitals and community programs create collaborations that are mutually beneficial.

Programs that provide outreach and assistance with Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) applications need partners – to assist with applications, to facilitate access to medical records, to provide needed health assessments, for data collection to document success, for ongoing training and mentoring, and for resources for program sustainability.

Hospitals that serve uninsured individuals benefit when their patients obtain SSI and the Medicaid coverage that automatically accompanies the SSI benefit in most states. Medicaid can pay for ongoing health care and, in many states, can also provide retroactive payment for uncompensated care. Hospitals are also able to reduce the use of expensive emergency care services by linking patients to ongoing community treatment and support providers.

SSI/SSDI Outreach, Access and Recovery (SOAR) programs have formed collaborations with hospitals

that include agreements with medical records departments for expedited records at no-cost, easy access to needed assessments, dedicated positions within the hospital, and/or grant funding to support SOAR programs. Figure 1 on page 2 provides an overview of the kinds of collaborations discussed here.

### Benefits of Collaborating with Hospitals

What would your agency gain from collaborating with a hospital?

- Funding for SOAR programs or positions
- Easier access to hospital's patient records
- Easier access to needed assessments

What would the hospital gain?

- Recovery of costs for largely uncompensated care
- Newly insured patients—ongoing compensated care

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Figure 1. Current Hospital and SOAR Collaborations

COLLABORATION	BENEFIT TO STATE/LOCAL SOAR PROGRAMS	STATES
Funding for SOAR programs	Expansion and sustainability for SOAR programs	GA, KY, NC, UT, WI, MI
Dedicated SOAR specialist positions	Hospital staffing available to complete SOAR applications	MI, NV
Assessments available to SOAR providers	Assessments avoid application delays and consultative exams	CO, IL, NJ, WI
State hospitals with SOAR trained or dedicated staff	Pre-release applications for more successful discharge planning	AR, GA, KS
Expedited or no-cost medical records	Cost savings to SOAR programs, essential evidence for SOAR applications	CA, CO, CT, FL, GA, IN, MN, NE, NC, NM, OH, TN, UT, WI, NJ
Physician training for documentation & co-signature of Medical Summary Reports	More effective documentation to support SOAR applications	CA, GA, IL, NC

- Nonprofit hospitals can fulfill “community benefits” requirements
- Good will for helping reduce public health care costs and homelessness
- Cost-recovery data
- Does your state, county, or local government have a program that provides payment to medical providers, either through state-funded Medicaid or some other state or local program? For example, some states have Medicaid waivers that pay some health care costs.

### Getting Ready for Collaboration

#### Are you ready to collaborate with a hospital?

- Your SOAR effort includes outreach so that you are able to maintain contact with individuals throughout the application process.
- Your SOAR effort has a high approval rate on SOAR assisted applications.
- Your SOAR effort has served individuals who have received care at this hospital.
- Your SOAR effort has included assisting individuals to access housing as well as consistent physical and mental health care.

#### Enlist the help of Medicaid officials in your state to learn the facts<sup>1</sup>

- What percentage of Medicaid costs in your State does the Federal government reimburse?

#### Identify a hospital partner

- Does the hospital serve people who are homeless and/or uninsured? As inpatients? As outpatients?
- Would access to Medicaid reimbursement significantly help the hospital’s bottom line?
- Is the hospital a general hospital that includes mental health services? A private psychiatric hospital? A general hospital without mental health services?
- Does the hospital help individuals apply for SSI/SSDI? To what extent do they assist applicants who are homeless? Can the hospital provide any initial application outcome data on applicants whom they assist?
- Does the hospital contract with an outside party to help individuals apply for SSI/SSDI? If so, how is payment arranged? Does the vendor assist people

<sup>1</sup>For more information, visit [http://www.nasmd.org/links/state\\_medicaid\\_links.asp](http://www.nasmd.org/links/state_medicaid_links.asp) and <http://www.statehealthfacts.kff.org/comparemaptable.jsp?ind=695&cat=4>.

who are homeless? What is the initial application outcome rate?

- Is the hospital a nonprofit and, therefore, required to provide services for “community benefit?”

### Anticipate the hospital’s perspective

- Understand that cost recovery is a primary motive for hospitals to collaborate with SOAR programs.
- Hospitals typically make some effort to assist with obtaining health insurance (especially Medicaid) for uninsured individuals. The hospital will want to know how what you have to offer will make a difference in that effort.
- Be aware that emergency room visits and inpatient stays are the highest contributors to hospital costs, more so than outpatient care.
- Hospitals will want to know how your effort will help them cover currently uncompensated care, as well as future costs.
- Be prepared to show how collaboration will offer targeted assistance with individuals whom the hospital might initially assist but then lose in the process (i.e., people who are homeless or at risk of homelessness). Note that such individuals often use the high-cost services the hospital provides, especially emergency rooms.
- Does the hospital already provide treatment to people who are homeless on inpatient floors, in the emergency room, and in outpatient departments?
- Learn what hospital units are involved in cost recovery and how internal communication flows so your proposal can target this process.

### Determine whether there is a private contractor doing benefits assistance

- Find out if the hospital currently contracts with a private organization to do benefits assistance. If so, determine their target population and service coverage.
- If the private contractor is unable to do outreach and effectively serve individuals who are homeless because it is difficult and costly, then you may be able to work out a mutual agreement to serve your respective target populations.
- Let them know the mission of your agency and that your goal is not to infringe on their business,

but rather to serve a group of individuals who are vulnerable and underserved and need the extra support that your agency can provide.

- The private contractor and the SOAR provider can both assist target populations suited to their strengths.

### Determine what you will offer a hospital and what you seek in return

- Estimate your full cost of assisting applicants. This includes salaries, benefits, and overhead costs for case managers; additional outreach costs, if any; and costs of data collection to assess performance and impact. Decide whether you will seek partial or full support from a collaborating hospital for assisting individuals. Prepare an outline and justification of costs.
- Are you asking for upfront funding or will you work for a percentage of costs recovered? If working for a percentage of costs recovered, remember that there will be a time lag in your reimbursement so be sure that funds are available to get started (see Grady Hospital example below).
- Include the establishment of a referral process as part of your discussion. Ask the hospital if it is willing to track costs it recovers for all patients whom you assist, not only those the hospital refers.
- Ask the hospital to assist in the retrieval of medical records upon receipt of properly executed releases of information or as outlined in a current Business Associates Agreement (see Appendix B).
- Ask the hospital to communicate how much it billed and how much was paid for persons assisted by SOAR. Suggest that the hospital track costs recovered from Medicare for people who obtain SSDI. Note that Medicare may not be available for 2 years for some individuals.
- Will you join with any other local SOAR agencies in approaching the hospital?
- If needed, can you offer the hospital a time-limited, pilot effort to demonstrate the value of collaboration to the hospital and its patients? (See Wilmington, NC example.)
- Set up a mechanism to inform the hospital about the date of Medicaid eligibility.

## Work Out the Collaboration

### Set up an initial meeting

- Contact the appropriate hospital staff (e.g., administrator of finance, social work director, or other high level hospital administrator). Often the social work director can refer you to the best contact.
- Ensure that administrative staff from your agency attend the meeting, along with the benefits specialist/case manager from the SOAR team.
- Prepare for the meeting. For example, bring and discuss:
  - ✓ Overview of your SOAR program, including outcomes
  - ✓ National SOAR outcomes with cost savings from other hospital collaborations (obtain from the SOAR website: [www.prainc.com/soar](http://www.prainc.com/soar)).
  - ✓ Documentation of the help you have already provided to the hospital by enrolling hospital patients in Medicaid as a result of your assistance with SSI eligibility.
  - ✓ Offer to notify the hospital when any future client you assist becomes eligible for SSI and Medicaid.
  - ✓ Offer a time-limited pilot project in which you assist patients referred by the hospital to demonstrate the value of your SOAR efforts for their cost recovery (see Appendix A).

### Meet with the hospital

- Make it clear that you understand that, for the hospital, the collaboration's purpose is cost recovery.
- Ask if the hospital has an estimate of the number of patients annually who meet your criteria for applicants whom you can assist.
- Determine how a referral process might operate. For example, what units (inpatient, ER, outpatient) would refer? What staff might be the liaisons from these units?
- How does the hospital envision the coordination between your effort and any in-house or contracted effort?
- Ask if the hospital currently has an estimate of the costs of uncompensated care that people

who are homeless receive, as well as the value of Medicaid reimbursement if such individuals had this insurance. If the hospital does not have this information, ask if it is possible to generate such data. Things to consider:

- ✓ At intake, many hospitals are not able to identify whether people are homeless.
- ✓ Some hospitals may not be familiar with eligibility criteria for Medicaid, which uses the same criteria as the SSA disability programs, and overestimate the number of persons who are eligible.
- ✓ Uncompensated care costs for multiple visits in different settings may be complicated to retrieve.

## Collaborations Work!

### Identifying People Who Need Assistance in Waukesha, WI

Waukesha Memorial Hospital is a 301-bed community teaching facility that provides hospital and community health services in Waukesha, Wisconsin. Hebron House, a community-based agency serving people who are homeless in Waukesha, helps the hospital's patients who are disabled and homeless apply for SSI/SSDI.

In 2006, Hebron House case managers received SOAR training. As they began to help homeless and housed people who are disabled to apply for SSI/SSDI benefits, they asked hospitals and other community agencies to join them in the effort. Social workers at Waukesha Memorial Hospital participated in SOAR training and a physician with the state disability determination bureau provided training to residents and other physicians.

Social workers at Waukesha Hospital refer potential applicants to Hebron House case managers who then visit the individual at the hospital to begin the application process. Waukesha Memorial Hospital and the ProHealth Care system provide copies of medical records to Hebron House at no charge. Once the individual is approved for benefits, the Hebron House case manager notifies Waukesha Memorial Hospital, which can then obtain reimbursement for hospital services provided up to 90 days prior to the date of SSI eligibility. Any future use of hospital services would also be reimbursed.

From 2007 through 2009, Hebron House assisted 231 persons using the SOAR model with an 87 percent

approval rate. Most of these individuals were patients at Waukesha Memorial Hospital. This success has helped Waukesha Memorial and other area hospitals to obtain Medicaid payment for their extensive charity care.

### Sharing Cost Recovery in Atlanta, GA

Grady Memorial Hospital in Atlanta, Georgia, one of the country's largest public health centers, faces serious financial challenges. Helping the hospital is First Step, a community-based organization that assists Grady's outpatient and emergency room patients who are disabled and homeless to obtain Social Security disability benefits. As a result, Grady obtains Medicaid reimbursement for uncompensated care to these patients and First Step is able to help people change their lives.

Grady Health System (Grady Memorial Hospital and health centers) serves many patients with little or no income and no insurance. People who are homeless, many of whom have disabilities and are unable to work, are a large proportion of its patient load. First Step, a community-based agency in Atlanta, places people who are homeless in jobs, provides housing to homeless people, and assists people who are disabled to apply for SSI/SSDI benefits using the SOAR model. From 2007 through 2010, more than 300 (86 percent) of the SSI/SSDI applications with which First Step has assisted have been approved.

First Step provided evidence that 90 percent of the persons they had helped to obtain disability benefits had received health services at Grady. Grady found through an internal review that people who provided no permanent address (many of whom were homeless) had multiple costly hospital visits not covered by insurance. The immediate advantage of collaboration for Grady Hospital was the prospect of cost recovery. For its part, First Step sought a continuing source of funding for its assistance to people experiencing homelessness. First Step spends an average of 40 hours helping each applicant and pays for any needed assessments resulting in expenses of approximately \$3,000 for each successful SSI application.

While Grady welcomed a partnership due to First Step's proven success, it meant the hospital had to initiate internal procedures for making referrals to First Step, arranging for First Step to access patient records, and

establishing payment procedures to First Step. Grady refers individuals who are homeless and uninsured to First Step for assistance with benefits and First Step works with Grady to bill for Medicaid or Medicare. Grady then shares a percentage of their recovery with First Step to support their outreach efforts.

In the first 9 months of this collaboration, Grady Memorial Hospital recovered approximately \$600,000 in expenses previously written off as bad debt. In

addition, First Step tracked hospital usage for 75 persons for one year prior to their approval for SSI/SSDI and one year after. They found a 24 percent reduction in medical emergency room visits and a 52 percent reduction in psychiatric emergency room visits.

### Funding for Benefits Specialists in Covington, KY

St. Elizabeth Medical Center is a nonprofit 1,000-bed hospital in Covington, Kentucky. Welcome House, a nonprofit social service agency in Covington, helps people who are

homeless obtain housing, social services, and SSI/SSDI benefits. SOAR training helped Welcome House to establish working relationships with SSA and the state disability determination office and to understand the potential benefits of collaborating with hospitals and other local agencies. The two agencies formed a partnership in 2007 that has resulted in significant financial benefit for both.

A Welcome House advocate visits an individual at St. Elizabeth within 48 hours of referral, conducts an initial assessment, reviews the patient's chart, is briefed by social workers or nurses regarding the individual's ability to function in everyday situations, and consults with the physician if he or she is available. Welcome House continues to assist individuals after hospital discharge and identifies other people who are homeless and who have recently used hospital services through outreach and referrals. Welcome House has a 69 percent approval rate in assisting people to obtain SSI/SSDI on the initial application in an average of 105 days.

Welcome House alerts St. Elizabeth when a person becomes eligible for Medicaid or Medicare and routinely follows up with the hospital to find out if the hospital has billed for and received payment. The advocate meets

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*First Step tracked hospital usage for 75 persons approved for SSI/SSDI ... They found a 24 percent reduction in medical emergency room visits and a 52 percent reduction in psychiatric emergency room visits.*

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with the head of the self-pay unit in the St. Elizabeth billing department every month to review all people who have been approved for SSI/SSDI.

Since the project began, Welcome House has helped the hospital obtain approximately \$552,000 in Medicaid/Medicare payments. In return, St. Elizabeth Medical Center funds Welcome House case managers to help people who are disabled and homeless obtain SSI/SSDI and accompanying Medicaid or Medicare. In 2007, St.

*Since the project began, Welcome House has helped the hospital obtain approximately \$552,000 in Medicaid/Medicare payments.*

Elizabeth provided Welcome House with a laptop computer and \$18,000 for a part-time outreach facilitator to assist applicants. In 2008, the hospital increased the grant to \$45,000 for the salaries of one full- and one part-time outreach facilitator. The following two years, the hospital increased the grant to \$75,000 per

year to cover a full-time coordinator, a full-time benefits specialist, and a part-time outreach assistant. In 2010, St. Elizabeth expected Welcome House to complete 100 new applications with a 70 percent approval rate. If successful, the grant may increase again in 2011.

### **Contracting with a Large Hospital System in Raleigh, NC**

WakeMed Health and Hospitals is a nonprofit, multi-campus network of medical centers, ambulatory care centers, and other health resources in Raleigh, North Carolina. In 2002, Michael Hosick was approached by WakeMed about a collaboration in which his new nonprofit, Triangle Disability Advocates (TDA), would help hospital patients with disabilities who were homeless or impoverished to obtain SSI/SSDI benefits. Hosick obtained funding from the Duke Endowment for a three-year demonstration to test the benefit and sustainability of providing assistance to SSI/SSDI applicants. The effort would be directed to hospital patients who were disabled and unable to pay their hospital bills, many of whom were also homeless.

TDA hired retired examiners from Social Security and state disability determination offices who had a demonstrated understanding of the disability determination process. WakeMed provided office space at the hospital for five part-time staff and for Hosick who

oversaw the effort on a full-time basis. Hosick provided training to hospital staff so they would have a clear idea of the medical criteria for eligibility.

Case managers, benefits specialists, and emergency department staff referred patients who appeared to meet SSA disability criteria to TDA. TDA staff reviewed medical records to confirm eligibility and visited those patients during hospital stays. They also arranged to meet patients who were homeless after discharge at drop-in centers or social service agencies.

TDA has served 200 patients referred from the hospital and another 100 persons referred from community organizations who were homeless with a 60 percent approval rate on initial application. TDA was able to prove its value to the hospital after only one year. As a result, WakeMed offered to fund the effort and discontinue support from the Duke Foundation. The hospital now pays TDA \$145,000 per year for five part-time benefits specialists. With this and funding from other sources, TDA serves patients both housed and homeless, and between 2002 and 2009 recovered about \$4 million for the hospital.

### **Pre-Release Applications in Georgia State Hospitals**

Georgia Regional Hospital of Atlanta (GRHA), with 352 beds, is one of seven state psychiatric hospitals funded and operated by the Department of Behavioral Health and Developmental Disabilities (DBHDD).

Georgia's state psychiatric hospitals often operate at full capacity, and individuals with no income or health insurance who are clinically ready for discharge are often unable to leave the hospital due to a lack of appropriate housing or treatment options. These unnecessarily long inpatient stays are expensive for the state (average of \$549 per night in FY 2009) and take up bed space that could be better used by individuals who need intensive inpatient services. Existing social service staff are responsible for large caseloads and do not have the time to actively assist and fully support SSI/SSDI applications.

In 2007, DBHDD conducted a one-year demonstration project at GRHA to test a process of assisting with SSI/SSDI applications in an inpatient setting and to demonstrate a decreased length of stay for consumers. Staff of the Georgia SOAR team worked closely with the social workers and psychiatrists at the hospital to

identify patients who were homeless, unable to work, and in need of SSI/SSDI benefits. This collaboration also helped SOAR benefits specialists to obtain the functional information that DDS would need to make a determination of disability.

To obtain medical records from GRHA, the SOAR team worked with the director and staff of Health Record Information Services (HRIS) to develop a protocol that allowed the SOAR benefits specialist to make copies of necessary records at the HRIS office. This process saved HRIS staff time, shortened the wait for hospital medical records, and allowed the SOAR benefits specialist to identify the parts of the chart that were pertinent to the disability application.

The SOAR team also met with representatives from the local SSA office to establish an informal pre-release agreement. The local office agreed to accept SSI/SSDI applications from GRHA up to 90 days prior to the applicant's expected release date.

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*In 2010, as a result of the success of their pilot, the DBHDD created SOAR benefits specialist positions at each of the seven [Georgia] state hospitals.*

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During the one-year pilot, 21 individuals were assisted with SSI/SSDI applications using the SOAR model with an 86 percent approval rate in an average of 62 days. In many cases, individuals served by the SOAR project were approved for benefits presumptively. This decision helped to expedite the individual's discharge into community living and

outpatient mental health services. Housing providers were willing to accept individuals in their housing programs when they had the assurance of a letter from SSA indicating that the individual was approved for SSI/SSDI.

In 2010, as a result of the success of their pilot, the DBHDD created SOAR benefits specialist positions at each of the seven state hospitals. Funding for these new positions is from the state's Civil Rights of Institutionalized Persons Act (CRIPA) Settlement Agreement implementation. DBHDD is dedicated to reducing the length of stay for individuals who enter the state hospital and helping them return to the community. Ensuring that individuals have the benefits

that they need to access housing, support services, and treatment is essential to a successful discharge plan.

### Funding for SOAR Staff in Wilmington, NC

The SOAR Workgroup of Wilmington, North Carolina's 10 Year Plan to End Chronic Homelessness, wrote a grant proposal for \$50,000 from the Blue Cross Blue Shield of North Carolina Foundation. The grant to the United Way of Cape Fear Area provides a dedicated SOAR caseworker for 12 months to work on SSI/SSDI applications and to work with hospital staff at New Hanover Regional Medical Center (NHRMC) to track cost savings over the year. United Way has signed a contract with Coastal Triangle Disability Advocates, a local nonprofit organization, to hire a SOAR caseworker. United Way will manage the grant, track the project's progress, and measure the results. The SOAR caseworker was hired in February 2010 and began assisting with applications. The SOAR caseworker informs the director of financial services at NHRMC when cases are approved so that the hospital can calculate the cost savings from this project separate from their reimbursement contractor. If cost savings are realized, NHRMC has agreed to provide ongoing funding.

### In-Hospital SOAR Specialist in Cadillac, MI

The homeless services community in Cadillac, Michigan, identified a need for a SOAR specialist to serve their growing population of individuals who were homeless. A core group from the community mental health center approached the charities coordinator at Mercy Hospital on a fact-finding mission. At their initial meeting they discovered that the hospital was writing off \$140,000 per month in debt created by providing charity care to uninsured individuals. The group described the SOAR program and what it could offer to the hospital. In 2009, after a number of meetings where both parties presented what they could bring to the table, the hospital agreed to hire a full-time SOAR specialist. The position is funded through the Medicaid outreach program and includes a budget that provides for transportation, meals, obtaining identification, etc. The SOAR specialist assists people who have multiple hospital visits to apply for SSI/SSDI. In one year, 65 percent of 23 applications were approved in an average of 68 days. Mercy Hospital reimbursements for these 15 individuals total approximately \$219,382.

## Psychiatry Residents Write Medical Summary Reports in Chicago, IL

In November 2009, SOAR implementation began at Northwestern Memorial Hospital's (NMH) Stone Institute of Psychiatry. A project improvement team identified persons who were likely eligible for benefits at any of their system's entry points. Case managers at the outpatient clinic and transitional housing program were trained by an NMH SOAR trainer to assist individuals to apply for benefits. Social workers on the inpatient units request previous medical records and often conduct an occupational therapy assessment before transferring the case to the SOAR coordinator. NMH medical records are electronic, so SOAR coordinators have immediate access to outpatient and inpatient treatment records.

Psychiatry residents write the medical summary reports for the individuals they treat. The supervising psychologist will also write medical summaries when needed. Having residents write the medical summaries is considered to be an important educational and professional development opportunity. As of July 2010, NMH SOAR coordinators have completed 11 SSI/SSDI applications with a 91 percent approval rate in an average of 71 days.

## Accessing Medical Records in Lincoln, NE

The SOAR team at CenterPointe in Lincoln, Nebraska, has established a collaborative relationship with the medical records departments at three area hospitals. SOAR workers can go directly to the medical records department with a release of information and retrieve the records immediately. As of January 15, 2010, 46 applications have been filed with a 57 percent approval rate on initial application and 100 percent approval rate on appeal. The average time to decision on initial application is 62 days. Hospital expenses of \$672,898 were calculated for 15 of the approved individuals at the time of this report. The 15 program participants, who were approved for benefits, had received \$110,970 in state public assistance.

## County-funded Collaboration in Santa Clara, CA

The Valley Homeless Healthcare Program (VHHP) is a Health Care for the Homeless (HCH) provider that operates within the Santa Clara Valley Health and Hospital System (SCVHHS) in Santa Clara, CA. After being introduced to the SOAR program, Dr. Cheryl Ho,

M.D., Medical Director of the VHHP, saw the strong connection between disability benefits and housing, and realized that they were missing the "functional piece." The VHHP staff began documenting how an individual's illness affected his/her ability to function and began writing and submitting letters in support of disability applications. The county recognized VHHP's success and, to save positions in the midst of budget cuts, established a one-year pilot program between VHHP and SCVHHS to assist SCVHHS patients with disability applications.

*Pending Medi-Cal reimbursements for 58 of those approved for SSI total \$1,065,376.*

The SSI pilot began in August 2009 and includes four SSI advocates. Two SSI advocates partner with the mental health department and two partner with VHHP. The SSI advocates are SOAR-trained and two are also SOAR trainers. Advocates can access SCVHHS medical records as needed for applications. Physicians at VHHP write letters in support of the applications and Dr. Ho helps to review those letters. As of May 2010 VHHP had 67 approvals with a 96 percent approval rate on initial application. Pending Medi-Cal reimbursements for 58 of those approved for SSI total \$1,065,376.

## Hospital-based SOAR Program in Las Vegas, NV

The University Medical Center (UMC) in Las Vegas, Nevada, currently employs two full-time benefits specialists. In 2007, the benefits specialists attended a SOAR training and began implementing SOAR techniques. The benefits specialists have access to patient medical records at the hospital and UMC clinics and submit them to DDS electronically. DDS also has a staff person co-located in UMC's Health Information Management Department to retrieve and copy records as needed. Leadership at UMC, SSA, and DDS meet quarterly to monitor progress and resolve any challenges. UMC eligibility workers currently have a 75 percent approval rate within 1 year.

## For More Information

To learn more, visit <http://www.prainc.com/SOAR>; to request technical assistance, email: [soar@prainc.com](mailto:soar@prainc.com).



# Appendix A

## Sample Pilot Project Agreement between a Hospital and Community Provider<sup>2</sup>

### Introduction and Mission

[Community Provider] provides services to individuals who are homeless or at risk of homelessness. [Community Provider's] SOAR (SSI/SSDI Outreach, Access and Recovery) program assists individuals who are homeless and who have a diagnosis of a mental illness and/or co-occurring substance use disorder to apply for Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) — the two disability benefits administered by the Social Security Administration (SSA). The SOAR program expedites applications for these benefits and complements other housing, treatment, and support service programs that [Community Provider] offers to adults who are experiencing homelessness.

[Hospital] improves the health of the community by providing quality, comprehensive health care in a compassionate, culturally competent, ethical, and fiscally responsible manner. [Hospital] maintains its commitment to people who are underserved, while also providing care for other residents of the region.

Together, [Hospital] and [Community Provider] believe a SOAR partnership will promote a more successful and timely attainment of disability benefits for people who are homeless or at risk of homelessness and who have a diagnosis of mental illness and/or co-occurring substance use disorder. Below we clarify the purpose, scope, setting, and key responsibilities that will make this pilot project a success.

### Purpose and Scope

The purpose of this collaboration is to expedite access to SSI and SSDI benefits for adults who are homeless and who have a diagnosis of a mental illness and/or substance use co-occurring disorder. Successful SSI/SSDI applications help facilitate recovery and enable people to become contributing members of their community. Eligible recipients will not only receive cash assistance but may be eligible for vital health insurance through Medicaid and Medicare.

The first objective of this pilot project is to raise SSI/SSDI approval rates and increase overall access to these benefits and the accompanying Medicaid/Medicare benefit for individuals experiencing homelessness who use [Hospital]'s emergency room and inpatient and outpatient services. The second objective is for [Hospital] to realize cost-savings and revenue recovery for services provided to formerly uninsured persons. This objective can be realized through retroactive Medicaid payments and future Medicaid and Medicare payments. The third objective is to achieve additional cost savings through decreased use of emergency medical services. Once disability benefits are obtained and patients are stabilized in housing and continuing treatment, emergency hospitalizations and emergency room visits should decrease.

### Responsibilities

Each partner will appoint a person to serve as the point-of-contact for the pilot project and to coordinate the responsibilities of each organization as outlined in this section. The initial appointees of each organization are:

Community Provider Contact Name/Title: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Hospital Contact Name/Title: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

\_\_\_\_\_

<sup>2</sup>This document is sample pilot project agreement between a hospital and a community provider. It can be modified for use as an actual agreement by downloading the Microsoft Word version at <http://www.prainc.com/SOAR>.

As part of the implementation and evaluation of this pilot project, [Community Provider], SOAR will:

- Demonstrate the value of SSI/SSDI outreach for adults who are homeless and who are using the hospital's emergency care services. [Community Provider] will assist at least 5 individuals to apply for SSI/SSDI benefits. The team will utilize the SOAR model when preparing and submitting disability applications. They will become the applicant's official representative, using SSA Form 1696, throughout the disability determination process. [Community Provider] will make every effort to engage the individual in services before he/she is discharged from [Hospital].
- Offer free trainings for case management staff working in [Hospital's] emergency services departments. The training team will utilize the *Stepping Stones to Recovery* curriculum to train [Hospital] staff in proven SOAR techniques. In addition, the team will invite local representatives from SSA and the state's disability determination services (DDS) to attend the trainings to meet the trainees and answer questions.
- Maintain contact with the applicant once discharged from [Hospital] and provide services related to SOAR—housing search and placement, mental health treatment, and other services available through [Community Provider] and its community partners.
- Track the date of SSI/SSDI application submission to SSA, the date that a decision is made by SSA, and the decision (approval or denial).
- Notify [Hospital] once individuals are approved for disability and assist those approved with accessing Medicaid. Once Medicaid is approved, [Community Provider] will notify [Hospital] so that the latter can bill Medicaid for services delivered.
- Be available for monthly meetings (conference call or in-person) with [Hospital] to discuss progress of the pilot project and to resolve any issues that arise.

As part of the implementation and evaluation of this pilot project, [Hospital] will:

- Direct its case management staff in emergency department(s) to complete an initial assessment of the individual to determine if the person is currently homeless and has a diagnosis of a mental illness and/or co-occurring substance use disorder. To receive [Community Provider's] services, applicants must have, or be likely to have, a diagnosis of mental illness and/or co-occurring disorders. Community provider staff will determine whether or not the individual has a diagnosis and/or could benefit from SOAR services.
- Assist in the retrieval of medical records upon receipt of properly executed releases of information or as outlined in a current Business Associates Agreement.
- File for Medicaid reimbursement for past services upon the patient's award of disability benefits and enrollment into Medicaid. [Hospital] will track the amount of Medicaid reimbursement it receives and other pertinent data in a database and report out to [Community Provider] during and after implementation of the pilot project.
- Be available for monthly meetings (conference call or in-person) with [Community Provider] to discuss progress of pilot project and to resolve any issues that arise.

One month before the termination of the pilot project, [Hospital] and [Community Provider] will meet to determine whether or not to continue the partnership. If they decide to continue, this project will continue under a new agreement that will modify, if needed, the terms and elements contained herein.

Hospital  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Community Provider  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Appendix B

### Sample Business Associate Contract

The U.S. Department of Health and Human Services provides sample business associate contract provisions in response to requests for guidance. This is only sample language. These provisions are designed to help covered entities more easily comply with the business associate contract requirements of the Privacy Rule. However, use of these sample provisions is not required for compliance with the Privacy Rule. The language may be amended to more accurately reflect business arrangements between the covered entity and the business associate. These or similar provisions may be incorporated into an agreement for the provision of services between the entities or they may be incorporated into a separate business associate agreement. For more information, visit <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>

#### Definitions (alternative approaches)

Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

Examples of specific definitions:

- a. Business Associate. “Business Associate” shall mean [Insert Name of Business Associate].
- b. Covered Entity. “Covered Entity” shall mean [Insert Name of Covered Entity].
- c. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- d. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- g. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

#### Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. [This provision may be included if it is appropriate for the Covered Entity to pass on its duty to mitigate damages to a Business Associate.]
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524. [Not necessary if business associate does not have protected health information in a designated record set.]
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms]. [Not necessary if business associate does not have protected health information in a designated record set.]
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available [to the Covered Entity, or] to the Secretary, in a time and manner [Insert negotiated terms] or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- j. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms], information collected in accordance with Section [Insert Section Number in Contract Where Provision (i) Appears] of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

#### Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions [(a) and (b) are alternative approaches]

##### a. Specify purposes:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity:

[List Purposes].

b. Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of Services Agreement], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Specific Use and Disclosure Provisions [only necessary if parties wish to allow Business Associate to engage in such activities]

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions [provisions dependent on business arrangement]

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. [Include an exception if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate].

Term and Termination

- a. Term. The Term of this Agreement shall be effective as of [Insert Effective Date], and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. [Term may differ.]
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement [and the \_\_\_\_\_ Agreement/ sections \_\_\_\_ of the \_\_\_\_\_ Agreement] if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  2. Immediately terminate this Agreement [and the \_\_\_\_\_ Agreement/ sections \_\_\_\_ of the \_\_\_\_\_ Agreement] if Business Associate has breached a material term of this Agreement and cure is not possible; or
  3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.  
[Bracketed language in this provision may be necessary if there is an underlying services agreement. Also, opportunity to cure is permitted, but not required by the Privacy Rule.]
- c. Effect of Termination.
  1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon [Insert negotiated terms] that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. 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 the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section [Insert Section Number Related to "Effect of Termination"] of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.