

**NOTHING IN THIS MEMORANDUM IS MEANT TO CONSTITUTE AN  
ENDORSEMENT, EXPRESS OR IMPLIED, OF INDIANA LEGAL SERVICES INC. OR  
THE RICHARD L. ROUDEBUSH VA MEDICAL CENTER.**

This Agreement (also referred to herein as a Memorandum of Understanding) is made on this 27th day of May 2020, between the Department of Veterans Affairs, Richard L. Roudebush VA Medical Center, Indianapolis, IN and Indiana Legal Services, Inc and both establishes a Guardianship Assistance Project and reaffirms the existence of an outreach clinic at the Richard L. Roudebush VAMC.

**I. TERMS OF THE AGREEMENT**

- A. This Agreement, when duly executed and approved by the Department of Veterans, Richard L. Roudebush VAMC, and Indiana Legal Services, Inc. establishes the relationship between the Richard L. Roudebush VAMC and Indiana Legal Services, Inc.
- B. Indiana Legal Services, Inc. intends to conduct interviews of veterans at the Richard L. Roudebush VAMC pursuant to which attorneys, personnel, and other volunteers of Indiana Legal Services Inc. may provide legal and other assistance and/or advice to veterans. No veteran seeking services under this MOU shall be charged a fee for any legal or other service. The parties recognize that in certain situations a veteran may be responsible for his or her own filing fees.
- C. The Richard L. Roudebush VAMC will administer this program under the authority of *VHA Directive 2011-034, Homeless Veterans Legal Referral Process.*
- D. In connection with its participation in the outreach clinic, Indiana Legal Services, Inc. will comply with all applicable provisions of *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Public Law 104-91, and the Age Discrimination Act of 1975*, and all related regulations, and will not discriminate against any person on the basis of race, color, sex, disability, or age.
- E. Indiana Legal Services, Inc. is funded in part by the Legal Services Corporation (LSC). As a condition of funding it receives from Legal Services Corporation (LSC), Indiana Legal Services, Inc. is restricted in engaging in certain activities in all its legal work – including work supported by other funding sources. Indiana Legal Services, Inc. may not expend any funds for any activity prohibited by the *Legal Services Corporation Act*,

with the laws and regulations applicable to grantees of the Legal Services Corporation.

- F. Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between the terms of this agreement and any applicable state or federal law, that state or federal law will supersede, the terms of this agreement. In the event of the conflict between state and federal law, federal law will govern.

## **II. RESPONSIBILITIES**

### **A. Obligations of Indiana Legal Services Inc.**

1. Consistent with ethical and other applicable rules, to the extent any veteran and/or his/her family, referred to Indiana Legal Services, Inc. by the Richard L. Roudebush VAMC staff seeks legal advice from Indiana Legal Services Inc. agrees to provide such advice, Indiana Legal Services, Inc. will provide such legal advice to veterans and/or his/her family free of charge to that veteran and/or their family.
2. Indiana Legal Services, Inc. will conduct an initial needs assessment within the Richard L. Roudebush VAMC to identify met and unmet legal needs of veterans receiving healthcare at the Richard L. Roudebush VAMC. Indiana Legal Services, Inc. may conduct follow-up needs assessments on a yearly basis to ensure that appropriate legal needs are targeted.
3. Indiana Legal Services, Inc. will provide training to healthcare staff members on Indiana Legal Services, Inc. services, the legal clinic, as well as the role of healthcare staff members in the Guardianship Assistance Project generally. Subsequent trainings on substantive areas of law to ensure unmet legal needs when appropriately identified will be held as needed and as mutually agreed.
4. Indiana Legal Services, Inc. retains the right to accept or to decline providing advice or any other service to any veteran or his/her family referred by Richard L. Roudebush VAMC staff.
5. If properly accredited according to 38 C.F.R. § 14.629(b)(1) which states, "No individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless he or she has first been accredited by VA for such purpose," Indiana Legal Services, Inc. may, at its sole discretion, represent veterans in actions to secure veterans benefits and actions to improve their discharge status. Indiana Legal Services, Inc. will not represent

6. Indiana Legal Services, Inc. will sign an agreement with each client they undertake to assist, describing the scope of the attorney-client relationship. This client retainer shall state that the legal advice, representation, and referrals provided by Indiana Legal Services, Inc. are not provided by the Richard L. Roudebush VAMC, that no Indiana Legal Services, Inc. staff or volunteer is an employee of the Richard L. Roudebush VAMC, that the Richard L. Roudebush VAMC is not liable or responsible for the legal services provided by Indiana Legal Services, Inc. staff or volunteers, and that the client is not being represented by the Richard L. Roudebush VAMC.
7. Indiana Legal Services, Inc. will post a disclaimer in any designated office space that reads as follows: "DISCLAIMER: VA assumes no responsibility for the professional ability or integrity of Indiana Legal Services, Inc. This referral does not constitute an endorsement or recommendation by VA."
8. Indiana Legal Services, Inc. shall provide malpractice insurance for its staff and attorneys. Indiana Legal Services, Inc. will indemnify the Richard L. Roudebush VAMC against any claims brought against Richard L. Roudebush VAMC arising from complaints of professional misconduct or malpractice claims regarding services provided by Indiana Legal Services, Inc.

#### B. Obligations of Richard L. Roudebush VAMC

1. To work with Indiana Legal Services, Inc. to inform Richard L. Roudebush VAMC staff about the clinic and make veterans aware of the intake clinic and the existence of the parties' Guardianship Assistance Project. Richard L. Roudebush VAMC will assist Indiana Legal Services, Inc. with screening veterans for legal needs.
2. Operate and manage the Richard L. Roudebush VAMC facilities.
3. Orient Indiana Legal Services, Inc. attorneys, personnel, and volunteers to the VA facilities, rules, and regulations, including ensuring that HIPAA compliance measures are enforced. Indiana Legal Services, Inc. will cooperate with VA procedures for ensuring compliance with the protection of information and records of veterans under the Privacy Act, HIPAA, and other applicable laws.
4. Provide suitable space for interviews and outreach services at the Richard L. Roudebush VAMC, per *VA Directive 2011-034, Homeless Veterans Legal Referral*

The VA medical and claims records held and maintained by the VA are and shall remain the property of the VA and shall not be removed or transferred from the VA except in accordance with applicable provision of 5 U.S.C. §552a (Privacy Act), 38 U.S.C. §5701 (Confidentiality of Claimants Records), 5 U.S.C. §552 (FOIA), 38 U.S.C. §5705 (Confidentiality of Medical Quality Assurance Records), 38 U.S.C. §7332 (Confidentiality of Certain Medical Records) and federal laws, rules and regulations.

Subject to applicable federal confidentiality and privacy laws, veterans or their designated representatives may have access to information from the VA's records, upon request during normal business hours.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, *the Health Insurance Portability and Accountability Act of 1996 (HIPAA)*.

#### **IV. ATTORNEY-CLIENT PRIVILEGE**

Communication between Indiana Legal Services, Inc. and any patients referred in connection with the Guardianship Assistance Project or by other Indiana Legal Services, Inc. clients are privileged and confidential, and the attorney-client privilege applies. Indiana Legal Services, Inc. retains the right to exclusive possession of the legal files of all patients referred in connection with the Guardianship Assistance Project or by other Indiana Legal Services, Inc. clients.

This agreement does not create an attorney-client relationship between Indiana Legal Services, Inc. and the Richard L. Roudebush VAMC.

#### **V. INDEPENDENT CONTRACTORS**

For the purposes of this Agreement, the relationship of the parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. The relationship of Indiana Legal Services, Inc. to the Richard L. Roudebush VAMC is that of independent contractor and neither party is the agent, representative, or employee of the other party. No party shall have the authority to make any statements, representations, or commitments of any kind or to take any action that shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

#### **VI. WARRANTIES**

Indiana Legal Services, Inc. and Richard L. Roudebush VAMC hereby represent and warrant to each other that each party has full power and authority to enter into and

## **VII. COMPLIANCE WITH LAWS**

Each party represents and warrants that it will comply with all applicable laws, ordinances, regulations, and other governmental requirements applicable to its respective businesses and to the provision and receipt of services pursuant to this MOU.

## **VIII. NO REPRESENTATIONS OR WARRANTIES AS TO LEGAL SERVICES**

Nothing in this Agreement is meant to constitute an endorsement, express or implied, of the legal or other services of Indiana Legal Services, Inc. by the Richard L. Roudebush VAMC. Nor does Indiana Legal Services, Inc. make any representation or warranty to Richard L. Roudebush VAMC about the nature or quality of its legal, housing, or other services.

## **IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with Federal law. However, to the extent there is no applicable Federal law, the laws of the State of Indiana apply.

## **X. ENTIRE AGREEMENT**

This Agreement, consisting of seven pages, supersedes all prior and contemporaneous communications, understandings and agreements of or between the parties hereto with respect to the subject matter hereof and contains the entire Agreement between the parties hereto with respect to the transaction contemplated herein.

## **XI. AMENDMENTS**

This Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties, or conditions, hereof may be waived, only by a written instrument executed by the parties hereto or, in the case of waiver, by the party waiving compliance.

## **XII. TERMINATION OF AGREEMENT**

This Agreement supersedes any previous Agreement and shall be in force for one-year beginning 06/01/2020, unless otherwise terminated prior to that time. This Agreement may be terminated in writing, at any time, by either party, for any reason with notice provided thirty days in advance of the termination.

requested, addressed as follows.

As to Indiana Legal Services, Inc.:

Jon Laramore  
Executive Director  
Indiana Legal Services, Inc.  
151 N. Delaware St., Suite 1800  
Indianapolis, IN 46204

As to Richard L. Roudebush VAMC:

Laura E. Ruzick, FACHE  
Acting Director  
Richard L. Roudebush VA Medical  
Center 1481 W. 10<sup>th</sup> St.  
Indianapolis, IN 46202

Accepted for the Richard L. Roudebush VAMC:



Laura E. Ruzick, FACHE

Director

Richard L. Roudebush VA Medical Center

1481 W. 10<sup>th</sup> St.

Indianapolis, IN 46202

5/28/2020  
Date

Accepted for Indiana Legal Services, Inc.:



Jon Lamore, Executive Director  
Rakuya K. Trice, Deputy Director  
Indiana Legal Services, Inc.

151 N. Delaware St., Suite 1800

Indianapolis, IN 46204

May 27, 2020  
Date