

VETERANS LEGAL REFERRAL PROCESS

1. REASON FOR ISSUE: This Veterans Health Administration (VHA) directive establishes VHA policy for the referral to legal service providers or legal referral services of Veterans in need of legal assistance for issues related to homelessness, risk of homelessness, or otherwise.

2. SUMMARY OF MAJOR CHANGES: This directive updates VHA responsibilities related to facilities pursuing partnerships with local legal service providers; providing office space for such providers, when possible; and staff referrals of Veterans to legal service providers for assistance with legal matters. Appendix A has been added as a template Memorandum of Understanding (MOU).

3. RELATED ISSUES: VHA Directive 1501, VHA Homeless Programs, dated October 21, 2016, VHA Directive 1502, Homeless Veteran Contact and Referral Management, dated June 7, 2017, VHA Directive 1162.06(1), Veterans Justice Programs (VJP), dated September 27, 2017, VHA Directive 1098, VHA Public-Private Partnerships, dated April 30, 2020, and VA Directive 0008, Developing Public-Private Partnerships with, and Accepting Gifts to VA from, Non-Governmental Organizations, dated May 29, 2015.

4. RESCISSION: VHA Directive 2011-034, Homeless Veterans Legal Referral Process, dated September 6, 2011, is rescinded.

5. RESPONSIBLE OFFICE: The VHA Homeless Programs Office (11HPO) is responsible for the contents of this directive. Questions may be directed to the National Coordinator, Veterans Justice Outreach at 202-461-5863. Legal questions may be directed to the Office of General Counsel at 202-461-7175.

6. RECERTIFICATION: This VHA directive is scheduled for recertification on or before the last working day of September 2026. This VHA directive will continue to serve as national VHA policy until it is recertified or rescinded.

**BY DIRECTION OF THE OFFICE OF THE
UNDER SECRETARY FOR HEALTH:**

/s/ Kameron Matthews, MD, JD
Assistant Under Secretary for Health for
Clinical Services

NOTE: All references herein to VA and VHA documents incorporate by reference

September 24, 2021

VHA DIRECTIVE 1510

subsequent VA and VHA documents on the same or similar subject matter.

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VETERANS LEGAL REFERRAL PROCESS

1. PURPOSE

This Veterans Health Administration (VHA) directive provides policy for the referral to legal service providers or legal referral services of Veterans in need of legal assistance for issues related to homeless, risk of homelessness, or otherwise.

AUTHORITY: 38 U.S.C. § 7301(b); 38 U.S.C. § 2022; 38 U.S.C. § 5906(a).

2. BACKGROUND

a. The President and the Secretary of Veterans Affairs have established a goal of ending homelessness among Veterans. Veterans' lack of access to legal representation for outstanding warrants or fines, as well as for child support and other legal matters, contributes significantly to their risk of becoming or remaining homeless.

b. In response to these unmet needs, VHA staff refer Veterans to local or national lists of legal service providers, and VHA facilities provide office space to legal service providers, including under the Medical-Legal Partnership (MLP) model. This directive updates existing VHA guidance regarding these practices and applies to all arrangements in which a VA medical facility provides office space to a legal service provider, including those following the MLP model.

3. DEFINITIONS

a. **Medical-Legal Partnerships.** Medical-legal partnerships (MLPs) are interactive care collaborations between clinicians and legal service providers, who are generally co-located in the same facility, and may jointly see individuals in need of services. In VA facilities, MLPs allow clinicians to deliver holistic care for Veterans, and legal services providers to address Veterans and former servicemembers' health-harming legal needs.

b. **Legal Assistance Clinics or Legal Clinics.** Legal Clinics are clinics in which legal service providers provide pro bono legal assistance to Veterans and former servicemembers on a variety of civil legal matters, often on a referral basis from VA staff.

c. **Revocable License.** A Revocable License agreement is permission to enter upon and conduct a specific act or series of acts upon the real property of the licensor without possession or acquiring any estate. Such a license may be revoked by the VA facility Director at any time with or without cause and shall not exceed five years according to VA's policy.

4. POLICY

It is VHA policy to pursue and establish MLPs and/or Legal Clinics with local legal service providers; to provide office space for such providers, when possible; and to encourage staff to refer Veterans to legal service providers for assistance with legal matters.

5. RESPONSIBILITIES

a. **Under Secretary for Health.** The Under Secretary for Health, or VHA official delegated the duties of the Under Secretary for Health, is responsible for ensuring VHA compliance with this directive.

b. **Veterans Integrated Services Network Director.** Each Veterans Integrated Services Network (VISN) Director is responsible for ensuring that all medical facilities adhere to all responsibilities outlined in this directive.

c. **Network Homeless Coordinator.** The Network Homeless Coordinator is responsible for disseminating information, including this directive, to VHA field staff to encourage the development of on-site legal clinics and MLPs between VA medical facilities and legal service providers.

d. **Veterans Justice Outreach, National Coordinator.** The Veterans Justice Outreach, National Coordinator is responsible for providing or delegating provision of technical assistance to Veterans Justice Outreach Specialists and other VHA field staff, as needed, on the development of on-site legal clinics and MLPs between VA medical facilities and legal service providers.

e. **Office of General Counsel.** The Office of General Counsel is responsible for reviewing and concurring on, prior to execution, all Memoranda of Understanding (MOUs) and revocable licenses and permits affecting or involving real property in which VA has an interest, or over which VA has control.

f. **VA Medical Facility or Readjustment Counseling Service Vet Center Director.**
NOTE: VA's Readjustment Counseling Service (RCS) will be guided by this Directive for purposes of Vet Centers providing legal referrals or seeking an Memorandum of Understanding (MOU) to formalize a legal clinic or MLP. The VA medical facility or RCS Vet Center Director is responsible for:

(1) Providing oversight to ensure that all legal clinics operating on site conform to the requirements outlined in this directive. The facility and the legal service provider must also complete an MOU that describes the responsibilities of both the facility and the provider organization. Such an MOU must include:

(a) A provision requiring compliance with the terms of this directive;

(b) A provision requiring that the legal service provider provide pro bono legal services only in the VA medical facility (no fees);

(c) A provision requiring that any attorneys staffing the legal clinic shall be active members in good standing of a state bar, and that any law students and/or attorneys licensed in other jurisdictions staffing the legal clinic shall be supervised in accordance with American Bar Association and applicable state bar standards; and

(d) A provision stating that there is no inherent conflict of interest in or ethics prohibition on non-Federal employees of legal service providers hosted in VA facilities under this directive assisting Veterans with claims for VA benefits. **NOTE:** *Appendix A contains a template for an acceptable MOU between VA and a legal service provider for the use of space in a VA medical facility.*

(2) Consulting with the Office of General Counsel to ensure that interested and qualified legal services providers are considered for potential clinic participation and that a proper due diligence review is conducted on each potential legal services provider, following the procedure described in VA Directive 0008 and VHA Directive 1098. This due diligence review should include verifying that a legal services provider has legal malpractice insurance that is adequate to protect the interests of Veterans and VA. If more than one legal services provider can offer needed legal services, and if VHA space allows, more than one legal services provider may provide legal services in a VA medical facility.

(3) Ensuring facility compliance with applicable policy promulgated by the Office of Facilities Management when providing space through a Revocable License. The facility and the provider organization must complete VA Form 10-6211, Revocable License for Non-Federal Use of Real Property. The disclaimer in section 5.f.(5) of this Directive must be included in Box 9 of VA Form 10-6211.

(4) Supporting the dissemination of information about legal service providers, in a manner consistent with this directive, in the form of flyers, emails to VA staff and community partners, or similar forms, to make Veterans aware of legal resources in their communities, including legal clinics operating in VA facilities. VHA staff may communicate, conduct training, and generally collaborate with a legal services provider to facilitate Veterans' access to legal services; however, they may not perform tasks outside of their official duties (such as conducting a legal service provider's structured intake interview, or providing legal advice).

(5) Ensuring that staff referrals provide Veterans with a list of legal service providers rather than referring them directly to a particular provider. Lists of legal service providers with experience and/or interest in serving Veterans are maintained by the American Bar Association ([Directory of Legal Programs for Military Families \(americanbar.org\)](http://americanbar.org)) and the Legal Services Corporation (<http://statesidelegal.org/>). When provided in writing, referrals must include the following disclaimer language: **NOTE:** *VA assumes no responsibility for the professional ability or integrity of the organizations whose names appear on this list. This referral does not constitute an endorsement or recommendation by VA.*

(6) Ensuring that staff developing partnerships with legal service providers have completed VA training on Public-Private Partnerships, available through the Talent Management System.

MEMORANDUM OF UNDERSTANDING TEMPLATE

This Memorandum of Understanding (MOU) is entered into effective as of the date of the last signature below by and between [Name of VA medical facility] ("VA") and the Legal Service Provider Organization _____ ("Provider").

1. Purpose and Scope

a. VHA Directive 1510 and VA stakeholders acknowledge that there is an enormous unmet need for legal services among Veterans.

b. VHA Directive 1510 authorizes VA facilities to provide office space to non-VA community legal service providers at no cost, in order to increase Veterans' access to legal assistance.

c. Provider offers free legal assistance to low income individuals and/or provides clinical training and experience for supervised law students.

d. The parties wish to make legal services available to Veterans or former servicemembers through a free legal clinic located on the campus of [Name of VA medical facility].

2. Responsibilities of Provider. Provider shall undertake the following:

a. **Legal Clinic.** Provider will provide legal services on the ____ VA campus at frequencies and on dates mutually agreed upon by Provider and [Name of VA medical facility]. The dates of the services may fluctuate, based on the availability and capacity of the Provider staff, attorneys, and/or law students ("advocates"). If legal services cannot be provided in a co-located setting at the VA medical facility due to pandemic health concerns, lack of available space, or other reasons, the Provider may conduct legal intake and provide legal services to Veterans virtually. Provider shall designate an attorney and/or legal clinical faculty member to direct the clinic ("Legal Director") The Legal Director shall be responsible for the following:

(1) Provide free legal services to Veterans or former servicemembers receiving services at [Name of VA medical facility], which may include but are not limited to: consultation and assistance with estate planning matters such as advance health-care directives, durable powers of attorney, and wills, public benefits, including VA benefits, child support matters, outstanding warrants or fines, eviction/foreclosure, and certain other housing and consumer matters, and/or matters symptomatic of homelessness (Legal Services). Where advocates are unable to take a case for representation and/or where appropriate, individuals may be referred to other legal services providers or to pro bono attorneys. Provider agrees that no advocates will act as agents under advance directives, or trustees, attorneys-in-fact, or agents for health care decisions. Provider understands that it is the desire of [Name of VA medical facility] that they use VA forms whenever possible. Provider will use the VA Advance Directive form, available at

<https://www.va.gov/vaforms/medical/pdf/VA%20Form%2010-0137%20FILL.pdf>, as often as appropriate, based on their professional judgment of the needs of the client.

(2) Ensure that all attorneys who will provide Legal Services in the clinic are active members in good standing of a state bar;

(3) Select, supervise and train advocates who will provide the Legal Services;

(4) Oversee all logistical aspects of the legal clinic, including client intake and scheduling, maintenance of case files and office hours;

(5) Provide comprehensive supervision of any law students and/or attorneys licensed in other jurisdictions in accordance with the standards of the American Bar Association and the State Bar of _____;

(6) Ensure that all advocates comply with the Privacy Act codified at 5 U.S.C. 552a, the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable federal law regarding disclosure of protected information or records about a Veteran.

b. **Training** [Name of VA medical facility] **Staff Members.** Provider shall provide training to [Name of VA medical facility] staff members about the legal clinic, and the role of [Name of VA medical facility] staff members in identifying possible legal needs of Veterans receiving services at the VA medical facility.

c. **Malpractice Insurance.** Provider shall provide malpractice insurance for its staff and students.

d. **Compliance with disclaimer provision in VHA Directive 1510.** Provider shall include the following disclaimer language in any written referrals, materials distributed publicizing the legal clinic or flyers posted in its designated office space : **NOTE: The Department of Veterans Affairs (VA) assumes no responsibility for the professional ability or integrity of the organizations whose names appear on this list. This referral does not constitute an endorsement or recommendation by VA.**"

3. Responsibilities of [Name of VA medical facility]. [Name of VA medical facility] shall undertake the following:

a. **Private Office Space.** [Name of VA medical facility] shall provide private office space at its facility in which advocates can meet with clients in a private setting, including an electrical outlet, desk, and chairs. If possible, [Name of VA medical facility] will provide Provider with access to the internet for purposes of assisting potential clients onsite.

b. **Inform Provider of VA Compliance Measures.** The [Name of VA medical facility] staff shall inform Provider staff of VA procedures for ensuring compliance with protection of information and records about a Veteran under the Privacy Act, HIPAA, and other applicable federal laws.

c. **Assist in Publicizing Legal Services.** [Name of VA medical facility] shall assist Provider in publicizing the legal clinic in accordance with the required disclaimer language in Section 2.d. of this MOU and in section 5.f.(5) of VHA Directive 1510.

4. Claims for VA Benefits. There is no inherent conflict of interest presented by, or ethics prohibition of, Provider assisting Veterans with claims for VA benefits in space provided by [Name of VA medical facility]. However, if Provider assists Veterans with VA benefits claims, the attorney must be properly accredited by the VA in compliance with 38 C.F.R. § 14.629. Attorneys may apply for VA accreditation by submitting the appropriate [VA Forms available on the OGC Accreditation website.](#)

5. Case acceptance and the level of assistance. Provider has discretion to determine which cases it can accept at the Legal Clinic. However, the Provider shall not provide legal assistance in any cause of action or proceeding of any description, type, or nature in which the U.S. Department of Veterans Affairs is an adverse party.

6. No Attorney-Client Relationship between Provider and the [Name of VA medical facility]. This agreement does not create an attorney-client relationship between Provider and [Name of VA medical facility].

7. Liability: For the purposes of this MOU, this is a voluntary, collaborative, working relationship between VA and Provider. The MOU does not imply that any party to the MOU is jointly liable for either’s obligations. Neither party is responsible for debts, contractual obligations, or conduct, tortious or otherwise, of the other party. The parties acknowledge that the liability, if any, of VA for injury or loss of property or death will be governed exclusively by the Federal Tort Claims Act.

8. Compensation. Provider offers its services to clients without charge. At no point will Provider request remuneration from [Name of VA medical facility], its staff, or Veterans who seek legal assistance from Provider. [Name of VA medical facility] is providing use of its facilities to Provider for the legal clinic without charge.

9. Terms & Termination. The parties to this MOU do not currently propose an end date for the legal clinics. This MOU is non-binding and may be terminated by either party upon 30 days written notice. Any such termination will not terminate any ongoing representation of clients by Provider.

Director, [VA medical facility]

Date

Director, Legal Service Provider Organization

Date