Memorandum of Understanding

between

The American National Red Cross

and

The Legal Services Corporation
I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to document the non-binding understanding between The American National Red Cross (the “Red Cross”) and The Legal Services Corporation (“LSC”) to collaborate in assisting impacted communities during disaster events in the United States. This MOU provides a framework for cooperation between the two organizations in rendering assistance and service to survivors of disaster as well as other services.

II. Independence of Operations

Each Participant to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

III. Organization Descriptions

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. The Red Cross depends on the many generous contributions of time, blood, and money from the American public to support its lifesaving services and programs. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

LSC was established by and operates under the authority of the Legal Services Corporation Act, as amended, 42 U.S.C. § 2996 et seq. LSC does not provide any direct legal services but rather, administers Federally-funded grants to independent, local legal programs – in 2012, 134 programs with more than 900 offices nationwide. The local legal aid programs that receive LSC grants are referred to as LSC grant recipients in this MOU. See Attachment A: Legal Services Corporation Fact Sheet.

IV. Methods of Cooperation

In order to establish a partnership between the LSC and the Red Cross to provide assistance to communities impacted by disaster events in the United States, the following roles and responsibilities are agreed upon:

1. Communication between organizations
   Representatives of LSC and the Red Cross will maintain open communication. Both Participants will encourage their respective chapters and grant recipients to maintain open communication at the state and local levels. Each Participant will share current data regarding disasters (except for client information which may be confidential or privileged, unless disclosure has been expressly authorized by the client), disaster situational and operational reports, changes in policy or personnel relating to this MOU, and any additional information pertinent to disaster preparedness and response. See Attachment B: Organization Contact Information.
2. Engagement at the Local Level:
   a. LSC will encourage its grant recipients to engage in discussions with local Red Cross chapters to develop plans for local response or disaster relief operations.
      • To locate a Red Cross chapter, LSC grant recipients can go to www.redcross.org - “Find Your Local Red Cross.”
   b. Red Cross will encourage its chapters to engage in discussions with LSC grant recipients in their respective jurisdictions to develop plans for local response or disaster relief operations.
      • To locate a grant recipient by state, Red Cross chapters can go to http://www.lsc.gov/ - “Find Legal Aid.”
   c. Advocates employed by LSC grant recipients will have access to the Red Cross Service Delivery sites to conduct legal counseling.
   d. Suggestions for collaboration: Depending on the needs of the local community prior to and during a disaster response, LSC grant recipients and the local Red Cross chapters may discuss the following methods of collaboration:
      • How and when LSC grant recipients will be activated for a disaster response.
      • How LSC grant recipients can provide legal counseling:
         o on-site counseling, at Red Cross Service delivery sites
         o staffing a hot-line
         o outreach services
      • Information about legal rights
      • Legal guidance to help with the recovery process
      • Referrals as necessary
      • Participation in other activities, such as:
         o training, drills, exercises and/or planning activities
         o community preparedness activities
         o participation on local disaster committees and/or boards
   e. Participation in State/Territory Voluntary Organizations Active in Disaster (VOAD’s)
      • National Voluntary Organizations Active in Disaster (VOAD) supports the coordination of planning efforts by voluntary organizations responding to disaster. Member organizations provide more effective and less duplicative service by getting together before disasters strike. Once disasters occur, National VOAD, or an affiliated State or U.S. Territory VOAD, encourages members and other voluntary agencies to convene on site.
      • State/Territory VOAD’s exist to ensure coordination of efforts among organizations at the state and local level. Currently there are State VOAD’s in all 50 states and Territory VOAD membership from 5 United States territories.
      • LSC will encourage grant recipients to participate or join the VOAD movement within their State/Territory by working with their Red Cross partner to engage in this opportunity.
3. **Other Cooperative Actions**
   The Red Cross and LSC will actively seek to determine other areas or services within their respective organizations where cooperation and support will be beneficial to survivors of disasters and where appropriate to amend this MOU accordingly to include those additional areas or services.

V. **Periodic Review and Analysis**

Representatives of the Red Cross and LSC will jointly evaluate their progress in implementing this MOU every two years and revise and develop new plans or goals as appropriate.

VI. **Term and Termination**

This MOU is effective as of the date of the last signature below and expires four years from the signature date. The Participants may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any time upon written notice from either Participant to the other.

VII. **Amendments**

The MOU may be amended only as agreed to in writing by an authorized representative of each Participant.

VIII. **Miscellaneous**

1. The Red Cross and LSC may use or display the name, emblem, or trademarks of the other organization on this MOU and on meeting notes and implementation plans relating to this MOU.

2. In the case of website use, the Red Cross and LSC will use or display the name, emblem, or trademarks of the other organization only with the prior, express, written consent of the other organization.

3. In the case of defined projects such as developing preparedness materials, brochures or training materials, the Red Cross and LSC will use or display the name, emblem, or trademarks of the other organization only with the prior, express, written consent of the other organization.

4. The Red Cross and LSC will keep the public informed of their cooperative efforts.

5. The Red Cross and LSC will widely distribute this MOU within the respective departments, chapters, grant recipients and administrative offices of each organization and urge full cooperation.

6. The Red Cross and LSC will allocate responsibility for any shared expenses in writing in advance of any commitment.
7. LSC agrees to adhere to Attachment C: Principles of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs- as it applies to disaster-caused situations in the USA, provided that nothing in this MOU, including Attachment C, will interfere with an LSC grant recipient’s obligation and ability to comply with any requirements or restrictions to which the grant recipient may be subject.

8. This MOU does not create a legal partnership, joint venture, employment relationship, or agency relationship. Neither Participant has the authority to bind the other to any obligation, nor may it hold itself out as having such authority, and neither Participant should make agreements or representations on the other’s behalf without obtaining prior written consent.

9. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole ramification for non-performance under this MOU shall be termination of the MOU, with no damages or penalty. This MOU does not confer any private right of action on any third party, nor does it create any legal relationship between the Red Cross and any LSC grant recipient.

10. In the course of implementing these cooperative efforts, the Participants may come into contact with certain confidential information. Neither Participant will disclose, without prior written consent or authorization of the other, any such confidential information to any person, for any reason or purpose whatsoever, except as may be required by law or pursuant to a court order.

IX. Signatures

The American Red Cross

By: [Signature]
Name: Charley Shimanski
Title: Senior Vice President, Disaster Services
Date: 10/3/12

Legal Services Corporation

By: [Signature]
Name: James J. Sandman
Title: President
Date: 10/5/12
ATTACHMENT A: Legal Services Corporation Fact Sheet

What is the Legal Services Corporation?
LSC is the single largest funder of civil legal aid for low-income Americans in the nation. Established in 1974, LSC operates as an independent 501(c)(3) nonprofit corporation that promotes equal access to justice and provides grants for high-quality civil legal assistance to low-income Americans. LSC distributes more than 90 percent of its total funding to 134 independent nonprofit legal aid programs with more than 900 offices.

LSC promotes equal access to justice by awarding grants to legal services providers through a competitive grants process; conducting compliance reviews and program visits to oversee program quality and compliance with statutory and regulatory requirements as well as restrictions that accompany LSC funding, and by providing training and technical assistance to programs. LSC encourages programs to leverage limited resources by partnering and collaborating with other funders of civil legal aid, including state and local governments, Interest on Lawyers’ Trust Accounts (IOLTA), access to justice commissions, the private bar, philanthropic foundations, and the business community.

The Corporation is headed by a bipartisan board of directors whose 11 members are appointed by the President and confirmed by the Senate.

Who is helped by LSC-funded programs?
LSC-funded programs help people who live in households with annual incomes at or below 125% of the federal poverty guidelines – in 2012, $13,963 for an individual, $28,813 for a family of four. Clients come from every ethnic group and every age group and live in rural, suburban, and urban areas. They are the working poor, veterans, homeowners and renters, families with children, farmers, people with disabilities, and the elderly. Women—many of whom are struggling to keep their children safe and their families together—comprise 70 percent of clients.

What kinds of legal issues do low-income people need help with?
Legal assistance is necessary to address many issues that affect low-income individuals and families. The most frequent cases involve:

- **Family law:** LSC grantees help victims of domestic violence by obtaining protective and restraining orders, help parents obtain and keep custody of their children, assist family members in obtaining guardianship for children without parents, and other family law matters. More than a third of all cases closed by local LSC programs are family law cases.

- **Housing and Foreclosure Cases:** As the second largest category of all cases closed, these matters involve helping to resolve landlord-tenant disputes, helping homeowners prevent foreclosures or renegotiate their loans, assisting renters with eviction notices whose landlords are being foreclosed on, and helping people maintain federal housing subsidies when appropriate.

- **Consumer Issues:** Nearly twelve percent of cases involve protecting the elderly and other vulnerable groups from being victimized by unscrupulous lenders, helping people file for bankruptcy when appropriate and helping people manage their debts. **Income Maintenance:** More than 12 percent of cases involve helping working Americans obtain promised compensation from private employers, helping people obtain and retain government benefits such as disability benefits to which they are entitled.

- **Helping Military Families:** StatesideLegal.org—the first website in the nation to focus exclusively on federal legal rights and legal resources important to veterans—is funded by an LSC Technology Initiatives Grant. This free service enables military families and veterans to access a wide array of
legal information and assistance. The Department of Veterans Affairs, in a directive, encourages use of the website in connection with service to homeless veterans.

- **Responding to Disasters**: LSC has a long history with helping victims of natural disasters. LSC has built a national network of experience and expertise—including legal services providers and national organizations such as the American Red Cross and Federal Emergency Management Agency (FEMA)—to help programs better serve victims when disasters strike.

**How is assistance provided?**

Legal aid programs provide extensive representation in individual cases when required, but they also provide:

- Clinics, often staffed by pro bono attorneys, where legal problems can be identified and addressed on-site or scheduled for additional assistance if needed;
- Advice and self-help materials (delivered via workshops, telephone help lines, online chat tools, downloadable court forms, etc.) that help people understand their rights and responsibilities, when legal assistance may be needed and where to find it, and get assistance with self-representation when necessary; and
- Referrals to other social services as appropriate.

**How many are helped?**

LSC-funded programs helped approximately 2.3 million people in 2011. However, demand for legal aid far outstrips the resources available. This is known as the "justice gap." Recent studies indicate that legal aid offices turn away 50 percent or more of those seeking help. The size of the population eligible for legal assistance has increased dramatically from 2007. The U.S. Census Bureau's 2011 statistics on poverty show that nearly one in five Americans—60 million people—qualified for civil legal assistance funded by LSC - [http://www.lsc.gov/about/what-is-lsc](http://www.lsc.gov/about/what-is-lsc).
ATTACHMENT B: Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When Attachment B, Organization Contact Information is updated, the revised attachment is inserted in the MOU. The MOU does not need to be signed again.

Relationship Manager/Operational Contact

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<thead>
<tr>
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<th>American Red Cross</th>
<th>Legal Services Corporation</th>
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<tbody>
<tr>
<td><strong>Contact</strong></td>
<td>Mary DeWitt-Dia</td>
<td>John Eidleman</td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td>Senior Associate, Disaster Partnerships</td>
<td>Senior Program Counsel, Office of Program Performance</td>
</tr>
<tr>
<td><strong>Office phone</strong></td>
<td>202-303-7501</td>
<td>202-295-1640</td>
</tr>
<tr>
<td><strong>Mobile</strong></td>
<td>202-412-4401</td>
<td>202-247-7921</td>
</tr>
<tr>
<td><strong>e-mail</strong></td>
<td><a href="mailto:mary.dewitt-dia@redcross.org">mary.dewitt-dia@redcross.org</a></td>
<td>cidlema[ag]lsc.gov</td>
</tr>
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American Red Cross Contact for Client Services*

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<tr>
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<tr>
<td><strong>Contact</strong></td>
<td>Marilyn A. Biggerstaff</td>
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<tr>
<td><strong>Title</strong></td>
<td>Director, Individual Assistance</td>
</tr>
<tr>
<td><strong>Office phone</strong></td>
<td>202-303-5846</td>
</tr>
<tr>
<td><strong>Mobile</strong></td>
<td>202-285-9093</td>
</tr>
<tr>
<td><strong>e-mail</strong></td>
<td><a href="mailto:marilyn.biggerstaff@redcross.org">marilyn.biggerstaff@redcross.org</a></td>
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*The Client Services contact is the person at Red Cross that is the contact for both its staff and LSC on specific client services issues.

Organization Information

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<tr>
<td><strong>Department</strong></td>
<td>Disaster Partnerships</td>
<td>Office of the President</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>2025 E Street, NW Washington, DC 20006</td>
<td>James J. Sandman</td>
</tr>
<tr>
<td><strong>e-mail</strong></td>
<td><a href="mailto:NGOPartners@redcross.org">NGOPartners@redcross.org</a></td>
<td><strong>Address</strong></td>
</tr>
<tr>
<td><strong>Website</strong></td>
<td><a href="http://www.redcross.org/">http://www.redcross.org/</a></td>
<td>3333 K Street, NW Washington, DC 20007-3522</td>
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ATTACHMENT C:

Principles of Conduct for the
International Red Cross and Red Crescent Movement and
NGOs in Disaster Response Programs

1. The Humanitarian imperative comes first.

2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.

3. Aid will not be used to further a particular political or religious standpoint.

4. We shall endeavor not to act as instruments of government foreign policy.

5. We shall respect culture and custom.

6. We shall attempt to build disaster response on local capacities.

7. Ways shall be found to involve program beneficiaries in the management of relief aid.

8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.

9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.

10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at http://www.ifrc.org/en/publications-and-reports/code-of-conduct

The Code Register
The International Federation keeps a public record of all the humanitarian organizations that become signatories of the code. The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the registration form.