

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Hamilton Center, Inc.**  
**and**  
**Vigo Superior Court Division 1, Terre Haute, Indiana**

**Background:** Each year a significant number of veterans are charged with non-violent misdemeanor and felony offenses in Vigo County, Indiana. Many of these veterans have medical, mental health and other problems, including those related to military services. These veterans often need rehabilitative services which are sometimes not available to them through the Department of Veterans Affairs ("VA") and which may be available to them through Hamilton Center, Inc. ("HCI"). The Vigo Superior Court Division 1 ("VSC1") has agreed to establish a Veterans Treatment Court in Terre Haute, IN to work with HCI to divert select members of the veteran population who are charged with eligible misdemeanor and felony offenses and who exhibit mental health or substance abuse related issues into an appropriate rehabilitative program. The Veterans Court will operate as a discreet problem solving court.

**Purpose:** The purpose of this Memorandum of Understanding ("MOU") between the HCI and VSC ("VSC1") is to establish the opportunity for eligible veterans participating in the VSC1 Veterans Treatment Court ("VSC1VTC") to be diverted into HCI rehabilitative programs. The mission of the Veterans Treatment Court is to increase access to mental health and substance abuse treatment for veterans with certain misdemeanor and felony offenses by diverting veterans directly into treatment, thus reducing jail time, costs, and criminal recidivism, while improving mental health recovery and successful re-entry into the community.

**Parties to this MOU agree to the following:**

1. The VSC1VTC will include the Judge of Vigo Superior Court Division 1, representatives of The Vigo County Prosecutor's Office, The Vigo County Public Defender, the area Veterans Justice Outreach Coordinator, as well as representatives of HCI and organizations with a vested interest in the court (e.g., American Legion, Vet-to-Vet, etc.), who together will assist in the planning, development and application of the same.
2. Eligible veterans charged with approved misdemeanor and felony offenses may apply to enter the VSC1VTC program.

3. Participation in the VSC1VTC program is voluntary. During a hearing, veteran defendants charged with eligible offenses must agree, in writing, to enter the VSC1VTC program.

4. The VSC1VTC shall provide all necessary referral forms. VSC1VTC staff members shall be responsible for ensuring that eligible veteran defendants complete and sign all the forms necessary for them to participate in the VSC1VTC program.

5. The parties will collaborate and cooperate for the purpose of developing and implementing necessary forms to be utilized to fulfill the requirements of the VSC1VTC, and to create a viable data collection process for a review of the efficacy of the VSC1VTC at the conclusion of one year after the effective date of this MOU.

6. In order to assist in treatment planning, the VSC1VTC agrees to secure from the veteran defendant releases of health information and to provide HCI with the same as well as a record of the veteran defendant's current pending charges.

7. The parties understand and agree that if the consent to release of information is revoked by the veteran defendant at any time, HCI will be unable to provide any information to the VSC1VTC pursuant to federal privacy laws.

8. Hamilton Center, Inc. shall provide one liaison to the Veterans Court whose responsibilities shall include:

- a. Scanning into HCI's record keeping system authorizations signed by each veteran-defendant for release of information from the veteran-defendant's HCI medical record to the VSC1VTC. The liaison will provide the authorization forms to the VSC1VTC;

- b. Appearing at the VSC1VTC to respond to court inquiries, advise on available HCI programs and benefits, and assist with scheduling of appointments at the HCI;

- c. Providing status reports concerning the veteran-defendant's treatment to the VSC1VTC on a regular basis as requested;

- d. Assisting in treatment planning for veteran-defendants; and

- e. Providing assistance to veteran-defendants to enroll in any available programs which may provide funding for HCI services and care.

9. The parties understand and agree that the HCI shall only provide treatment through programs and services it has available and for which an enrolled veteran is eligible, and that the HCI may be limited in its treatment options due to budget and availability of providers.

The parties also understand and agree that veteran defendants participating in VSC1VTC will not receive a priority for care from HCI just because they are participating in VSC1VTC.

10. The parties understand that veteran-defendants are not required to receive treatment mandated by the VSC1VTC solely through HCI, and may seek and/or receive treatment from VA providers in the event that they are deemed eligible for VA services.

11. In order to assist with treatment planning, the VSC1VTC agrees to provide HCI with the veteran-defendant's history and current charges at the time of referral to HCI.

**Confidentiality of Records:** HCI medical and claims records are and shall remain the property of HCI and shall not be removed or transferred from HCI except in accordance with State and Federal privacy laws, rules and regulations.

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

All individually identifiable health information shall be treated as confidential by the parties to this MOU in accordance with all applicable Federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information.

**Independent Contractors:** For the purposes of this MOU, the relationship of the parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. The relationship between the parties to this MOU is an independent contractor relationship and neither party will be an 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 another party, except as may be expressly provided for herein or authorized in writing with the agreement of the other parties.

**Liability:** Each party shall retain all the rights and remedies available under applicable Federal and state laws. Each party shall be responsible and liable for the errors and omissions of their employees to the extent provided by law.

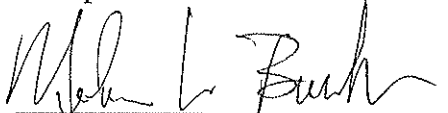
**Notices:** Any notices required or resulting from this MOU shall be in writing and made to the following:

Mel Burks, Chief Executive officer  
Hamilton Center, Inc.  
620 Eighth Avenue, Terre Haute, Indiana 47804

Presiding Judge, Vigo Superior Court Division 1  
33 South Third Street – Fourth Floor  
Terre Haute, IN 47807

**Term of Agreement:** The term of this MOU is one year commencing on its effective date. This MOU will become effective on the date that all parties have signed it. This MOU will automatically be renewed for consecutive one year terms unless amended or unless any party terminates its participation in this MOU by providing written notice to all other parties not less than thirty days prior to the effective date of such termination. If a party terminates its participation in the MOU, the parties agree to honor any and all agreements entered into with participating veteran-defendants until the conclusion of their respective cases pending in the Veterans Court.

Accepted for the Hamilton Center, Inc.:

  
Mel Burks, CEO

2/2/16  
Date

Accepted for the Vigo Superior Court Division 1:

  
John T. Roach, Judge

1/20/16  
Date