

Memorandum of Understanding

Between the National Association of County Veterans Service Officers and The Veterans Consortium Pro Bono Program

1.0 BACKGROUND

This memorandum of understanding (MOU) memorializes an arrangement of mutual benefit for and between the National Association of County Veterans Service Officers ("NACVSO") and The Veterans Consortium Pro Bono Program, DBA The Veterans Consortium ("TVC"). For the purpose of this agreement "NACVSO" includes staff and members in good standing as determined by NACVSO, and "TVC" includes staff and volunteers in good standing as determined by TVC. While NACVSO and TVC members already cooperate and collaborate on behalf of veterans, this MOU is intended to enable and enhance greater mission success.

- 1.1 NACVSO is an organization made up of local government employees. NACVSO members assist veterans in developing and processing their claims. Between 75% and 90% of the claims presented to the Department of Veterans Affairs (VA) each year originate in a county veterans office. NACVSO exists to serve veterans, and partners with nationally chartered veterans organizations and the VA to do so. NACVSO focuses on outreach, standardized quality training, and claims development and advocacy. County Veterans Service Officers are an extension or arm of the government, not unlike the VA itself in service to the nation's veterans and their dependents. Working on behalf of more than 11 million veterans and their dependents, the NACVSO workforce comprises approximately 2,400 employees from 28 states available to partner with VA and other vetted organizations to help speed the process of claims development and transition our nation's military personnel to civilian life. NACVSO's members actively promote the rights of veterans and dependents of the United States through a progressive legislative platform. NACVSO works collaboratively with the VA and other nationally chartered veterans organizations to assure that veterans and their dependents receive the entitlements they deserve for the sacrifices they endured.
- 1.2 TVC is a nonprofit, independent, charitable organization founded in 1992 that provides all qualifying veterans and their families, caregivers, and survivors from across the country free representation at the Court of Appeals for Veterans Claims (CAVC), the Court of Appeals for the Federal Circuit (CAFC), and the Supreme Court. In addition to fighting adverse decisions from the Board of Veterans' Appeals (BVA), TVC-affiliated volunteers also can provide associated *pro bono* medical reviews, and they offer legal analysis and support for other administrative proceedings. With a dedicated full-time staff in Washington, DC and a nation-wide volunteer corps of more than 1,000 attorneys and associated professionals, TVC is the leading national charitable provider of *pro bono* legal and professional services for our nation's veterans and their families, caregivers, and survivors; that champions their equal access to justice, improves

their well-being and quality of life, and ensures that our promises to them as a nation are kept. To achieve these goals TVC recruits *pro bono* professionals, provides them specialized training, and works with Veterans Service Officers to match volunteers with veterans who cannot afford legal representation or professional services—100% free of charge.

2.0 PURPOSE

This MOU is intended to set out mutual benefits and principles of the working relationship between NACVSO and TVC; to improve cooperation and collaboration, and to facilitate a shared goal of high-quality services to veterans and their qualifying families, caregivers, and survivors.

- 2.1 This MOU affords NACVSO members priority access to TVC's staff and volunteer corps of attorneys and related professionals to arrange *pro bono* legal representation at the CAVC—and the CAFC and Supreme Court as appropriate—and associated professional services related to these appeals or the receipt of an adverse decision from the BVA.
- 2.2 In addition to the core mission services cited above before these federal courts from a Congressionally-funded grant administered by the Legal Services Corporation, separate services that volunteers have offered to provide include research, reviews, analysis, and drafting of documents for use by NACVSO-designated staff/member(s) with appeals and actions at the BVA, as well as discharge upgrades and characterizations of discharge at various boards.
- 2.3 This MOU affords TVC national access to—and a preferred charitable *pro bono* services provider relationship with—the trained and professional membership cadre of County Veterans Service Officers to enable the parties to better work together to help veterans and their family members, caregivers, and survivors prevail in the federal court system; and separately for volunteers to support NACVSO in its appeals and actions at the BVA. As such, TVC is afforded the rights and privileges of a preferred charity and nonprofit mission partner of NACVSO.

3.0 MUTUAL AND COMPLEMENTARY ACTIVITIES

As part of development and sustainment of the mutually beneficial relationship, the parties intend to individually or jointly, as applicable, undertake and perform the following activities with details to be worked out on a per-activity basis.

- 3.1 Both parties intend to make coordinated communications about the relationship (e.g., press release(s), emails and other materials to their members and stakeholders as appropriate, trainings and presentations, etc.).
- 3.2 Since appeals of adverse BVA decisions have a 120-day filing deadline, and therefore time is of the essence, NACVSO agrees to advise and encourage its members to promptly refer *pro se* appellants (veterans who do not have an attorney) to TVC upon learning of the veteran's receipt of an adverse BVA decision. If TVC is able to find at least one issue of merit, and the appellant qualifies for *pro bono* program representation at the CAVC and the case is placed

with a volunteer attorney, TVC will refer the client back to the NACVSO member promptly after the federal Court mandate and advise and encourage volunteer attorneys to assist with any NACVSO member follow-up appeal, claim, or action back at the BVA or regional office.

3.3 TVC will promptly refer veterans and their families, caregivers, and survivors who do not have an appeal at the CAVC but are seeking a County VSO to NACVSO's designated referral point-of-contact, and will implement and sustain a method to track the referrals and to follow-up to facilitate the connections.

3.4 TVC will afford NACVSO members privileged access to its new web platform, including a legal "trouble ticket" capability and a resource library with useful public content plus specialized content made available to NACVSO members.

3.5 Both parties intend to consider jointly developing original content to be hosted on each party's protected, non-public, web platform.

3.6 NACVSO will afford select TVC staff access to the NACVSO members' protected non-public portions of its web platform, on a limited named-individual basis.

3.7 Each party will provide a report annually to the other, summarizing progress made on implementing this MOU; successes, challenges, and lessons learned; and any recommendations to enhance or advance the relationship, their web platforms, and their mutual and complementary activities.

4.0 INFORMATION DISCLOSURE AND DATA SHARING

4.1 To verify that only authorized personnel can access priority services, support, and information pursuant to this MOU, NACVSO will provide annual assurance of continued employment as an accredited member of NACVSO via a complete listing of those eligible for TVC priority access and support. In addition NACVSO will provide TVC with notice of County Veterans Service Officers who are no longer members of the NACVSO for any reason as soon as that information is known. TVC staff will keep this information private and protect access to this information using the same standards of care it uses with TVC personal membership information.

4.2 To verify that only authorized personnel can access priority services, support, and information pursuant to this MOU, TVC will provide annual assurance of continued employment as a TVC employee or membership as a TVC volunteer for any TVC member who accesses the NACVSO non-public web platform, in addition to regularly providing NACVSO with notice of such TVC employees or volunteers who are no longer members of TVC for any reason as soon as it is known. NACVSO agrees its staff will keep this information private and protect access to this information using at least the same standards of care it uses with NACVSO personal membership information.

5.0 PRINCIPAL POINTS OF CONTACT

Principal points-of-contact for cooperation, collaboration, and MOU accountability:

NACVSO

Martin J. Caraway
First Vice President
National Association of County
Veterans Service Officers
(507) 637-4034
martin_c@CO.REDWOOD.MN.US

TVC

David H. Myers, Esq.
Director, Case Evaluation & Placement
The Veterans Consortium
Pro Bono Program
(202) 628-8164
david.myers@vetsprobono.org

6.0 DURATION, MODIFICATION, AND TERMINATION OF MOU

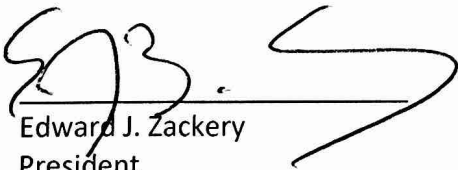
This MOU shall become effective upon the date of signature of both approving parties, and shall remain in effect unless terminated in writing by either party with 30 days notice. Both parties agree to review the content of this MOU at least annually and propose modifications as appropriate. Mutually agreeable modifications shall be effective upon the date signed by both parties.

7.0 DUES AND MEMBERSHIP

Neither party will be subject to paying dues or fees as a part of this MOU. However, nothing in this MOU shall preclude otherwise eligible TVC staff or volunteers from applying for or becoming members of NACVSO in accordance with NACVSO's then-current criteria for type of membership and rules for applying and sustaining membership.

8.0 APPROVALS

Approved and accepted on behalf of NACVSO and TVC:



Edward J. Zackery
President
National Association of County
Veterans Service Officers

8/22/2016
Date



Edmund M. Glabus
Executive Director
The Veterans Consortium
Pro Bono Program

8/22/2016
Date