

MEMORANDUM OF UNDERSTANDING
Between
Department of Veterans Affairs
And
The United States Marine Corps

SUBJECT: Memorandum of Understanding (MOU) between the Department of Veterans Affairs (VA) and the United States Marine Corps (USMC).

1. References. This agreement is subject to the rules and procedures contained in the below references.
 - a. DoD Instruction 4000.19, "Inter-service and Intra-governmental Support," 9 August 1995.
 - b. DoD Regulation 6025.18-R, DoD Health Information Privacy Regulation, 24 January 2003.
 - c. Department of Defense (DoD) and Department of Veterans Affairs (VA) Memorandum of Understanding for Purposes of Defining Data-Sharing between the Departments, 2005.
 - d. Department of Veterans Affairs (VA) and Department of Defense (DoD) Memorandum of Agreement (MOA) Regarding Referral of Active Duty Military Personnel Who Sustain Spinal Cord Injury, Traumatic Brain Injury, or Blindness to Veterans Affairs Medical Facilities for Health Care and Rehabilitation Services, Memorandum of Agreement (MOA), 13 December 2006.
2. Purpose. This MOU establishes procedures regarding placement of active duty Marine Liaisons at VHA Polytrauma Rehabilitation Centers (PRC) and/or Polytrauma Network Sites (PNS), and outlines responsibilities attendant to cooperative efforts between other service Military Liaisons co-located at each site.
3. Background. The Marine Corps Wounded Warrior Regiment (WWR), the Navy Safe Harbor Program, and the Army Surgeon General have Military Liaisons stationed at the four VHA PRCs to provide a seamless support system to wounded, ill, and injured service members and their families. Each Military Liaison has primary responsibility for their specific branch of service; however, all Military Liaisons work as a team to meet the mission. The mission of the Military Liaison is to provide transition assistance, family support, advocacy services, and care coordination assistance for service members and their families as they maneuver through the military and VHA medical systems, regardless of whether they return to duty or transition to veteran status, with an emphasis on those seriously injured in theaters of combat operations. This MOU will cover Marine Liaisons placed at VHA PRCs located at VA Medical Centers in Tampa, Richmond, Minneapolis and Palo Alto and other designated VHA PNS as applicable.

4. Scope. The Marine Liaisons at the VHA PRC/PNS work closely with the Polytrauma staff, VAMC staff and OIF/OEF Team (Program Manager, Case Manager, and Transition Patient Advocate), Federal Recovery Coordinators, and other VA and DoD personnel as necessary in addressing transition, health care, and other administrative and support needs of those active duty service members, veterans, and their families receiving both inpatient and outpatient medical care at that facility. Marine Liaisons will adhere to all applicable standards of conduct and performance requirements as established by their respective branch of service, the host VHA facility, and as outlined within this MOU.

5. Responsibilities. The parties acknowledge and agree to the following:

a. Marine Liaison

(1) Working collaboratively with the VA, the Marine Liaisons will provide personalized transition assistance to active duty Marines and their families receiving health care at a VA Medical Facility. Transition assistance is defined as any lawful actions intended for non-medical support, relief, and/or corrections to problems associated with or created by events leading to the service member's medical condition as well as consequential problems associated with the medical condition itself. Assistance includes, but is not limited to military administrative oversight and support, pay and entitlements, benefits, promotions, performance evaluations, convalescent leave, family travel arrangements, and submission of travel claims. As appropriate, the Marine Liaisons will assist in connecting service and family members to resources such as benevolent organizations, legal services, and local community services and support networks. At no time will the Marine Liaisons become agents or representatives for (i.e., a person with actual or apparent authority to act for) service or family members before the VA or other government agency.

(2) Serve as the VA's onsite source of information for Marine Corps specific issues. Facilitate and expedite information exchange between the Marine Corps and the VA to ensure seamless health care and benefits as needed for the service member's recovery and return to duty or transition to veteran status.

(3) Proactively maintain solid lines of communication with the Marine, family, and the VA staff. Rapidly address and resolve all issues not entailing representational communications, in a caring and respectful manner.

(4) The Marine Liaison will work in concert with the Federal Recovery Coordinator for those active duty Marines, veterans, and family members assigned to receive supplementary services under the Federal Recovery Coordination Program.

b. Host VHA Medical Center Director

(1) Ensure Marine Liaisons are located within the host VHA Medical Center's PRC/PNS in order to have easy access to active duty service members, families, staff, and others.

(2) Provide the Marine Liaison, on a non-reimbursable basis, with office space, furniture, telephone with long distance access, computer equipment, access to printer/scanner/fax, PKI encryption capabilities, and access to the standard automation granted other facility employees (Outlook, Internet, etc). Provide VA identification badges, parking passes, and any other facility specific resources to assist them in performing their duties.

(3) Assign an internal VA representative who will serve as sponsor and point of contact for the Marine Liaison, providing, on a non-reimbursable basis, facility specific support and assistance as required.

(4) Facilitate the integration of the Marine Liaison into the service member's treatment team. Promote team building and collaboration, ensuring a seamless, supportive, and therapeutic environment for service members and their families.

c. Training. Marine Liaisons will attend any facility required training related to accessing the facility, proper use of the facility and equipment, newcomer's orientation, and any other required training for non-clinical personnel in accordance with the host facility's requirements. Privacy Awareness Training (Health Insurance Portability and Accountability Act) and Cyber Security Awareness will be completed annually.

d. Data and Information Sharing. VA staff and the Marine Liaison will share information consistent with HIPAA requirements and VA/DoD's MOU on Data Sharing, reference (c) to this MOA, along with any other pertinent MOUs or law and regulation. Marine Liaisons will have READ ONLY access to Active Duty patient protected health information through the VA's Computerized Patient Record System (CPRS) and the Veterans Tracking Application (VTA).

e. Coordination. The VA/DoD Coordination Office, Military Liaison Coordinator will function as a liaison between the VA Office of Management and Operations and each branch of service regarding the placement of Military Liaison staff at Polytrauma Rehabilitation Centers.

f. Documentation. Marine Liaisons will track their workload and submit reports as determined by their military chain-of-command.

g. Supervisory Chain. The Marine Corps Wounded Warrior Regiment will have supervisory and management control of the Marine Liaisons, including the management of all human resources and administrative matters. The Polytrauma Rehabilitation Center Director can provide the Marine Liaison's supervisory chain with input pertaining to the performance and conduct, as requested.

6. Implementation Instructions

a. A review of this MOU will be conducted annually and shall remain in full force and effect unless terminated at the request of either party.

b. The party requesting termination of this MOU must provide thirty (30) days written notice of the intent to terminate the MOU.

c. This MOU may be modified at any time by mutual agreement of the parties.

d. Throughout the course of this agreement, issues such as scope of coverage of this MOU, interpretation of its provisions, and proposed modifications can be expected. The parties agree to appoint their respective points of contact and to work together in good faith to resolve such issues in a manner that is fair, equitable, and supportive of the mission and responsibilities of each party.

7. Effective Date. This MOU becomes effective upon completion of the signatures of all parties.

8. Approval

Ronald S. Coleman
Lieutenant General, U. S. Marine Corps
Deputy Commandant for Manpower
and Reserve Affairs

(Date)

William Feeley

WILLIAM F. FEELEY
Deputy Under Secretary for
Health for Operations and
Management

2/4/08

(Date)