

Memorandum of Agreement
between the
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
and the
STATE OF WASHINGTON
DEPARTMENT OF VETERANS AFFAIRS

This Memorandum of Agreement (hereinafter referred to as MOA) is executed this 6th day of April 2018 by and between the Confederated Tribes and Bands of the Yakama Nation (Yakama Nation) with the primary address of 401 Fort Road, Toppenish WA 98948 and the Washington State Department of Veterans Affairs (WDVA) with the primary address of 1102 Quince ST SE, PO BOX, Olympia WA 41155.

Recitals

- A. Whereas: The requirements of the Code of Federal Regulations (CFR) 38 Chapter 1 Part 14.629 states, all service organizations and their representatives, agents and attorneys must be accredited with the U.S. Department of Veterans Affairs (VA) in order to assist claimants in the preparation, presentation, and prosecution of claims for VA benefits; and
- B. Whereas: Recent changes to the Code of Federal Regulations (CFR) 38 Chapter 1 Part 14.629 also allow for an employee of a tribal government to become accredited by the VA as a representative of a state veteran organization, in a similar manner as a county employee.
- C. Whereas: The WDVA is a state veteran organization accredited by the VA and must file an application for accreditation with the VA General Counsel for each person it desires to be accredited as a representative of the agency; and
- D. Whereas: The Yakama Nation desires to fund a tribal veteran service office with an accredited Tribal Veterans Representative/Tribal Veteran Service Officer to fully meet the needs of veterans and family members of the Yakama Nation by having the ability to assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an accredited representative; and
- E. Whereas: The Yakama Nation desires their selected employees to be accredited by WDVA and WDVA desires to explain the policies and procedures for accrediting employees of the Yakama Nation.

NOW, THEREFORE, Subject to the terms and provisions set forth herein, the Yakama Nation and WDVA agree to cooperate and to act in good faith for the needs of the veterans and their families of the Yakama Nation.

DURATION

This MOA shall be in effect upon the execution by both parties and shall continue until terminated.

TERMINATION

Either party giving thirty (30) day written notice to the other party, specifying a termination date, may terminate this MOA.

REVISION

Either party may recommend in writing to the other party, revisions to this MOA. Both parties prior to implementation must agree to the revision(s) in a written amendment.

ACCREDITATION

1. The Yakama Nation will designate a "Tribal Veterans Representative/Tribal Veteran Service Officer" which will be an employee of the Yakama Nation for WDVA accreditation with the following criteria being met:
 - a. Be a paid employee of the Yakama Nation Tribe working not less than 1,000 hours annually
 - b. Have successfully completed a WDVA course of training to include but not limited to completion of the National Veterans Legal Services Program Basic Training Course for Veterans Benefits, Federal VA Training Responsibility Involvement and Preparation of Claims (VA-TRIP), and attend a two-day on-the-job training session with a WDVA representative at the Seattle VA Regional Office, and attend regularly scheduled veteran service officer training events and tribal veteran representative summits.
 - c. Receive regular supervision and monitoring of VA claims submitted as an accredited representative of WDVA.
 - d. Must not be employed in any civil or military department of any agency of the United States.
 - e. Is of good character and reputation and has demonstrated an ability to represent claims before the VA.
2. The Yakama Nation will submit a VA Form 21 to WDVA for each employee to be accredited. In recommending a person, the Yakama Nation shall certify that the employee meets the above criteria.
3. Failure of a Yakama Nation accredited employee to complete the required training and meet the required 1000 hours per year of employment, or any other deviation of the agreed upon terms or this MOA, will result in recommendation by WDVA to VA Office of General Council for revocation of WDVA accreditation.
4. The Yakama Nation will notify WDVA in writing, within seventy-two (72) hours, when an accredited employee is terminated, resigns, or retires so that accreditation revocation can be requested by WDVA to VA.

VA CLAIMS

1. The Yakama Nation understands and shall comply with the following section of Code of Federal Regulations (CFR) 38 Chapter 1 Part 14.628(d)(2)(i) "...neither the organization nor its accredited representatives will charge or accept a fee or gratuity for service to a claimant..."
2. All VA claims submitted with WDVA power-of-attorney for VA service-connected disability compensation and/or nonservice-connected pension, including claims for survivor's benefits including claims for VA DIC and survivor's pension, shall be submitted through the WDVA claims quality assurance program, using approved WDVA claims cover sheets.
3. WDVA shall maintain a report of the Yakama Nation's representative's VA claims approval rating or "Batting Average". This report shall include the number of claims filed, the number of medical conditions for which claims were filed, the Batting Average which is determined by the number of conditions submitted to the VA divided by the number of conditions approved by the VA, and the VA disability compensation and/or pension payment made directly to veterans and their families as a result of the VA claims submitted by the Yakama Nation's Tribal Veterans Representative/Tribal Veterans Service Officer. This report shall be provided to the Yakama Nation on a quarterly basis.
4. WDVA shall represent the VA appeals for veterans or claimants under the WDVA VA power-of-attorney through the WDVA appeals management process at the Seattle VA Regional Office.

FINANCIAL RESPONSIBILITY

1. WDVA shall be financially responsible for the cost of the National Veterans Legal Services Program Basic Training Course for Veterans Benefits, if such course has not been previously completed by the Yakama Nation Tribal Veteran Representative/Tribal Veteran Service Officer.
2. Accommodations and travel reimbursements for the Yakama Nation Tribal Veteran Representative/Tribal Veteran Service Officer attending WDVA trainings shall be the sole responsibility of the Yakama Nation.

DISPUTE RESOLUTION

1. Both parties shall agree to cooperate, in good faith, to resolve disputes as they may arise.
2. In the event that a dispute is unresolved, either party can terminate this MOA by providing in writing to the other party, a specific termination date no earlier than thirty (30) days from the date on a posted envelope, containing an intent to terminate this MOA
3. Nothing herein shall be considered a waiver of the Yakama Nation's sovereign immunity.

IN WITNESS HEREOF, the parties hereby execute this Memorandum of Agreement (MOA) and agree to abide by the terms and conditions set forth.

**CONFEDERATED TRIBES AND BANDS OF
THE YAKAMA NATION**



Signature

JoDe L. Goudy

Printed Name

Chairman

Title

April 6, 2018

Date

**STATE OF WASHINGTON DEPARTMENT
OF VETERANS AFFAIRS**



Signature

Lourdes E. Alvarado-Ramos

Printed Name

Director

Title

April 6, 2018

Date