

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF VETERANS AFFAIRS
AND
THE DEPARTMENT OF DEFENSE
REGARDING THE
VETERANS AFFAIRS LIAISONS FOR HEALTHCARE**

I. BACKGROUND.

The Veterans Affairs Liaison Program was established by the Department of Veterans Affairs (VA) in 2003, in coordination with the Military Services, to facilitate and coordinate timely access to VA services for recovering Service members who are transitioning their health care to VA. Currently, there are 43 VA Liaisons for Healthcare, strategically placed onsite at 21 Department of Defense (DoD) installations, military medical treatment facilities (MTFs), and with Wounded Warrior Programs (WWPs) to facilitate the transfer of Service members from the MTF to the VA health care facility closest to their home or the most appropriate location for the specialized services their medical condition requires. In addition, a VA Rehabilitation Nurse Liaison has been assigned to the Walter Reed National Military Medical Center (WRNMMC) since 2006 to serve as a nursing bridge for the transfer of rehabilitation care of Service members between WRNMMC and the five VA Polytrauma Rehabilitation Centers, as well as the associated Spinal Cord Injury Centers, Amputation Rehabilitation Centers, and Blind Rehabilitation Centers. The VA Liaison Program has also established five additional Virtual VA Liaisons for Healthcare to provide equivalent services to transitioning Service members who do not currently have access to a VA Liaison for Healthcare onsite.

II. AUTHORITIES.

The following authorities pertain to this memorandum of understanding (MOU):

- a. Department of Defense Instruction (DoDI) 4000.19, "Support Agreements," December 16, 2020.
- b. DoDI 6010.23, "DoD and Department of Veterans Affairs Health Care Resource Sharing Program," February 3, 2022.
- c. Title 10, United States Code, Section 1142, "Preparation counseling; transmittal of certain records to Department of Veterans Affairs."
- d. Executive Order 13822, "Supporting Our Veterans During Their Transition From Uniformed Service to Civilian Life," January 9, 2018.

III. PURPOSE.

This MOU between the VA and the DoD (hereafter referred to as the "parties"), serves as

overarching guidance for coordinating care between the DoD and VA for transitioning Service members through the VA Liaisons for Healthcare and the VA Rehabilitation-Nurse Liaison, hereafter referred to as "VA Liaisons." It establishes processes for Veterans Health Administration (VHA) social workers and nurses working as VA Liaisons assigned to support MTFs and WWP, both onsite and virtually. The parties will modify or develop policies within their respective agencies to provide internal governance for the processes within this MOU. Successful implementation of this and future joint policies and guidance requires the full support from leadership of both parties, common communication strategies and policy synchronization.

IV. SCOPE.

This MOU applies to activities at MTFs and WWP where VA Liaisons are assigned to provide coordination of care, either onsite or through virtual methods. WWP provide non-clinical case management and support to Service members with complex care needs throughout their recovery, rehabilitation, and transition back to duty, or to the VA as Veterans. WWP populations are a subset of the overall Service's and Integrated Disability Evaluation System (IDES) population that most likely, will be referred to the VA, and separated with a service-connected condition. While this initiative pertains primarily to military personnel transitioning to Veteran status, it also includes military personnel whose clinical condition would be best served by receiving treatment in the VA health care system while still on active duty.

V. RESPONSIBILITIES OF THE PARTIES.

5.1 VA will:

- 5.1.1 Collaborate with designated Physical Evaluation Board Liaison Officers (PEBLOs) and VA Military Service Coordinators, to include Overseas Military Service Coordinators, and WWP Recovery Care Coordinators if assigned, to gather and share relevant information to facilitate Service members' transition process.**
- 5.1.2 Educate Service members, families, and caregivers about the VA system of care and available VA health care, benefits, and services specific to the Service member's individualized health care needs both inside and outside the contiguous United States.**
- 5.1.3 Coordinate with the designated MTF and/or WWP teams to identify Service members expected to transfer from DoD to VHA, facilitate their transition, and coordinate health care needs and non-medical care for both inpatient and outpatient (either temporarily or permanently).**
- 5.1.4 Identify VHA facilities where Service members will be transferred (closest to their home or most appropriate location for their individualized care needs) and in instances in which the Service member will be transferred to inpatient care, the accepting physician at the receiving facility.**

- 5.1.5 Register Service members or enroll Veterans into the VA health care system when they are referred by the MTF and/or WWP team and review all referral information provided (including the referral form, VA Liaison Form 10-0454, or its equivalent and accompanying medical and non-medical documentation) for completeness prior to each Service member's transfer to a VHA facility.
- 5.1.6 Facilitate receipt of appropriate clinical orders or authorization for VHA to provide health care services to active-duty Service members and to bill TRICARE or other appropriate entities, such as through a VA-DoD sharing agreement.
- 5.1.7 Identify and communicate with the Post-9/11 Military2V A Case Management (M2VA CM) Program Manager at the receiving VHA facility, providing detailed information about the Service member or Veteran, that conveys clinical and nonclinical needs and ensures there is a comprehensive referral which is documented in VA's Electronic Health Record (EHR).
- 5.1.8 Maintain contact with Post-9/11 M2VA CM Program Managers, MTF and WWP staff who are assisting in coordinating each Service member's transition and discharge from the designated VHA facility.
- 5.1.9 Ensure the VA Liaisons located onsite at non-VA locations have the equipment and access needed to facilitate the transition of each Service member from DoD to VA to include, but not limited to: VA computer, cell phone, Virtual Private Network access, access to printer/scanner/fax and information technology platforms such as the EHR, Federal Case Management Tool, Veterans Benefits Management System, Joint Longitudinal Viewer and VA Video Connect.
- 5.1.10 Ensure the VA Liaisons complete training required by VA and DoD concerning network security, Information Assurance and the Health Insurance Portability and Accountability Act (HIPAA), as well as abide by safety and security standards as required by the designated MTF and/or WWP.
- 5.1.11 Ensure VA Liaison Program personnel comply with MTF and/or installation closures (such as those due to weather events), and either excuse the VA Liaisons from duty or provide an ad hoc telework agreement and equipment needed to enable telework.
- 5.2 Designated MTFs, under the authority, direction, and control of the Director, Defense Health Agency (DHA), will:
 - 5.2.1 When VA Liaisons are co-located with or sponsored by the MTF:
 - 5.2.1.1 Identify a sponsor (and an alternate sponsor) for the VA Liaisons at the MTF (within the command structure when possible), to assist in establishing visibility within MTFs and to act as the point of contact for VA personnel as they perform their duties.

- 5.2.1.2 To the extent practicable, locate onsite VA Liaisons with the designated MTF transition staff to further synergize the working partnership.
- 5.2.1.3 Ensure access to the installation and/or facility by providing onsite support to VA Liaisons and assisting with obtaining DoD identification badges, comprehensive orientations, parking passes and other facility-specific resources needed to assist them in getting access to the installation and/or facility.
- 5.2.1.4 Ensure access to workspace and equipment by coordinating with responsible officials at the MTF to provide VA Liaisons adequate office space, furniture, telephones with long distance access and computer equipment and access (to include issuance of a Common Access Card [CAC], access to a printer/scanner/fax, access to standard automation granted other facility employees, such as email and internet access, and any necessary training on DoD computer systems).
- 5.2.1.5 Incorporate VA Liaisons, whenever possible, in multidisciplinary team meetings to provide education about and discuss items pertaining to VA's system of care, particularly for Service members who may be referred to VHA facilities.
- 5.2.1.6 Collaborate with VA Liaisons to anticipate and identify Service members' pending transition to VA and provide VA Liaisons with essential information to inform the transition. Provide a clear, complete, and timely referral packet for Service members referred by MTF teams to the VA Liaison assigned to the installation, using the VA Liaison Form 10-0454 or its equivalent. This information will be provided before the Service member leaves the MTF and in advance of the Service member's military discharge.
- 5.2.2 Coordinate with PEBLOs to provide the VA Liaisons with each Service member's IDES findings.
- 5.2.3 Coordinate necessary clinical orders and initiate TRICARE authorization(s) as indicated.
- 5.3 The designated WWPs, under the authority of the DoD, will:
 - 5.3.1 When VA Liaisons are co-located with or sponsored by a WWP:
 - 5.3.1.1 Identify a sponsor (and an alternate sponsor) for the VA Liaisons at the WWP within the command structure, when possible, to assist in establishing visibility within WWPs and to act as the point of contact for VA personnel as they perform their duties.
 - 5.3.1.2 Consider locating onsite VA Liaison Program personnel within the designated

WWPs to further synergize the working partnership when feasible (if office space and resources are available).

- 5.3.1.3 Provide support to VA Liaisons with obtaining DoD identification badges, comprehensive orientations, parking passes and other facility-specific resources needed to assist them accessing the installation and/or facility.
- 5.3.1.4 Ensure access to workspace and equipment by coordinating with responsible officials to provide VA Liaisons adequate office space, furniture, telephones with long distance capability, computer equipment and access (to include issuance of a CAC, access to a printer/scanner/fax, access to standard automation programs granted other facility employees, such as email and internet access, and any necessary training on DoD computer systems).
- 5.3.1.5 Incorporate VA Liaisons in multidisciplinary team meetings with the WWP teams to provide education about, and discuss items pertaining to, VA's system of care, particularly for Service members who may be referred to VHA facilities.
- 5.3.1.6 Collaborate with VA Liaisons to anticipate and identify Service members enrolled in WWPs pending transition to VA and provide VA Liaisons with essential information to inform the transition. Provide a clear, complete, and timely referral packet for these Service members to the VA Liaison Program personnel assigned to the installation, using the VA Liaison Form 10-0454, or its equivalent. This information will be provided before the Service member leaves the MTF and in advance of the Service member's military discharge.
- 5.3.1.7 Connect VA Liaisons co-located at WWPs with PEBLOs and IDES staff to obtain necessary information to coordinate the transition to VA.

VI. PERSONNEL.

Each party is responsible personnel costs including pay and benefits, support, and travel. Each party is responsible for the supervision and management of its personnel.

VII. GENERAL PROVISIONS.

- 7.1 **POINTS OF CONTACT.** The following points of contact (POCs) will be used by the parties to communicate in the implementation of this MOU. Each party may change its POC upon reasonable notice to the other party.

- 7.1.1 For VA, VHA:

- 7.1.1.1 National Director, Post-9/11 Transition and Case Management: Jennifer Perez, Jennifer.Perez@va.gov, 810 Vermont Avenue, NW, Washington, DC 20420.

7.1.1.2 National Program Manager, VA Liaison Program: Kathleen Dinegar,
Kathleen.Dinegar@va.gov, 810 Vermont Avenue, NW, Washington, DC
20420.

7.1.2 For DoD, DHA:

7.1.2.1 Deputy Assistant Director Medical Affairs, 7700 Arlington Boulevard, Falls
Church, VA 22042.

7.1.2.2 Defense Health Agency Agreements Manager: Mr. Robert Bolluyt,
DHA.SupportAgreements@mail.mil, 7700 Arlington Boulevard, Falls
Church, VA 22042.

7.1.3 For DoD, Under Secretary of Defense for Personnel and Readiness:

7.1.3.1 4000 Defense Pentagon, Washington, DC 20301-4000.

7.2 **REVIEW OF AGREEMENT.** This MOU must be reviewed at least every 2 years. The appropriate review and oversight offices within each organization will initiate and coordinate joint reviews to ensure that the resources being provided are in accordance with the MOU. If the review results in no changes, this MOU remains in force as written. If changes are desired, MOU modifications will be processed as specified in subsection 7.3.

7.3 **MODIFICATION OF AGREEMENT.** Either party may propose modifications to this MOU at any time. Any modifications shall be submitted in accordance with procedures established to govern such actions. Before any modifications will become effective, authorized representatives of both parties must agree, in writing, to the modification. A modification becomes effective on: (1) the date specified in the terms of the modification; or (2) if no effective date is specified in the terms of the modification, on the date of the last signature by authorized representatives of both parties.

7.4 **DISPUTES.** Any dispute relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the parties or elevated through their respective chains of command or supervision for resolution.

7.5 **TERMINATION OF AGREEMENT.** The parties may jointly terminate this MOU at any time, in writing. Either party may unilaterally terminate this MOU at any time by written notice, provided at least 90 days in advance of the termination date.

7.6 **NO THIRD PARTY BENEFICIARIES.** Nothing in this MOU, expressed or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the parties.

- 7.7 **SEVERABILITY.** If any term, provision, or condition of this MOU is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOU and all remaining terms, provisions, and conditions of this MOU shall continue in full force and effect. The parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the parties to the greatest extent permitted by law.
- 7.8 **OTHER FEDERAL AGENCIES.** This MOU does not bind any Federal agency, other than the parties, nor waive required compliance with any law or regulation.
- 7.9 **EFFECTIVE DATE.** This MOU is effective when signed by both parties.
- 7.10 **EXPIRATION DATE.** This MOU expires 5 years from the Effective Date.
- 7.11 **TERMINATION OF PREVIOUS RELATED AGREEMENTS.** The parties are separately terminating MOU, "The Joint Seamless Transition Program," between the parties, dated May 30, 2007, as well as the existing site-specific MOUs to place VA Liaisons at designated MTFs and WWP's where VA Liaisons are currently assigned.
- 7.12 **FINANCIAL DETAILS.** This MOU does not document nor provide for the exchange of funds or manpower between the parties, nor does it make any commitment of funds.
- 7.13 This MOU shall be implemented consistent with applicable law and subject to the availability of appropriations.
- 7.14 Nothing in this MOU shall be construed to alter or otherwise affect the respective authorities and functions of the parties under the laws applicable to each of the parties.

VIII. PROTECTED HEALTH INFORMATION (PHI) AND HIPAA COMPLIANCE.

The parties will ensure the appropriate and secure sharing of PHI and other individually identifiable information in accordance with all applicable privacy and confidentiality laws, including the HIPAA; 45 CFR Parts 160 and 164; the Privacy Act of 1974 (5 U.S.C. § 552a); and 38 U.S.C. §§ 5701, 5705, and 7332.

- a. When DHA data are shared or accessed, the parties will comply with applicable DoD privacy issuances, to include Department of Defense Manual 6025.18, "Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs," March 13, 2019.

- b. DoDI 6025.18, "Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs," March 13, 2019.
- c. DoDI 8580.02, "Security of Individually Identifiable Health Information in DoD Health Care Programs," August 12, 2015.
- d. DoDI 5400.11, "DoD Privacy and Civil Liberties Programs," January 29, 2019 as amended.
- e. DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007.
- f. "Memorandum of Understanding Between the Department of Defense and the Department of Veterans Affairs for Sharing Protected Personal Information," June 18, 2024.
- g. VHA Directive 1605, "VHA Privacy Program," September 1, 2017.

IX. SIGNATURE PAGE.

Each party to this MOU will sign and date the document. Each party will receive a signed signature page replacement for the MOU.



Tanya J. Bradsher
Deputy Secretary
Department of Veterans Affairs



Ashish S. Vazirani
Performing the Duties of the Under Secretary of
Defense for Personnel and Readiness
Department of Defense

Date: 17 Dec 2024

Date: 13 December 2024