

## **MEMORANDUM OF UNDERSTANDING**

### **Partnership between the Florida Office of the Attorney General's Military and Veteran Assistance Program and the Florida Veterans Legal Helpline**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Florida Office of the Attorney General’s Military and Veteran Assistance Program (“MVAP”) and the Florida Veterans Legal Helpline (“Helpline”), collectively referred to as “Parties.”

#### **RECITALS:**

WHEREAS, MVAP was developed to be a resource for servicemembers and veterans with complaints relating to unfair or deceptive business practices or scams affecting the military and their families and to assist the Consumer Protection Division in identifying businesses and scams that may be operating in violation of Florida law;

WHEREAS, MVAP receives complaints directly from individual servicemembers and veterans that involve a wide variety of issues, some of which the staff can assist in resolving, some of which may lead to MVAP enforcement actions, and some of which need to be referred to another agency or resource for assistance;

WHEREAS, the Helpline is a free service for eligible Florida veterans and their families that provides legal assistance in civil matters, including landlord-tenant disputes, consumer credit issues, foreclosure, divorce and child support, drivers’ licenses and ID cards, social security and public benefits, discharge upgrades, VA benefits, and other civil legal matters;

WHEREAS, MVAP and the Helpline desire to join forces by coordinating programs and resources, referring veterans to the appropriate agency in a mutual network, and combining outreach efforts to improve accessibility and availability of services to Florida’s veterans; and

WHEREAS, this MOU identifies specific coordination and referral efforts and establishes the responsibilities and the conditions under which the above-described relationship and services will be fulfilled by MVAP and the Helpline.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties as follows:

1. **Coordination.** MVAP and the Helpline will conduct bilateral training on the missions and responsibilities of MVAP and the Helpline programs.
  - a. **MVAP responsibility:** MVAP will train Helpline attorneys and staff regarding the types of cases and complaints that MVAP handles.
  - b. **The Helpline responsibility:** The Helpline will train MVAP attorneys and staff regarding the types of cases and complaints that the Helpline handles.

- c. In the instance a complaint relates to areas handled by both MVAP and the Helpline, MVAP and Helpline attorneys will collaborate to determine the best legal strategies to help both the individual veteran and other Florida veterans who may be similarly affected.
2. **Referral.** MVAP and the Helpline will become a primary referral source for one another and continually build and improve a network of mutual referral services. On a semiannual basis, the Parties will report to each other the types and number of complaints referred between the agencies.
  - a. **MVAP responsibility:** If an appropriate complaint regarding a private legal dispute is received by the MVAP team, the MVAP team will refer the consumer immediately to the Helpline for handling, if appropriate.
  - b. **The Helpline responsibility:** (1) The Helpline will refer a complainant to MVAP if he or she was targeted for a scam, fraud, or deceptive or unfair business practice as a result of his or her status as a servicemember or veteran. (2) The Helpline will add the MVAP program to its website list of community resources.
3. **Outreach.** MVAP and the Helpline will coordinate outreach events and publish joint education materials.
4. **General Terms.**
  - a. **Term of MOU.** The term of this MOU shall be from November 8, 2019 through November 8, 2020. Thereafter, this MOU will be automatically renewed each year on the date of signing, unless earlier terminated as provided herein.
  - b. **Termination of MOU.** Either party may terminate this MOU upon thirty (30) days written notice to the other party.
  - c. **Hold Harmless Agreement.** Each party agrees that it will be responsible for its own acts or omissions and the results thereof and shall not be responsible for the acts or omissions of the other party and the results thereof.
  - d. **Modifications/Amendments.** Any alterations of this MOU shall be valid only if agreed by both Parties.
  - e. **Records and Retention.** The Parties acknowledge that this MOU is subject to the requirements of Florida Statutes, Chapter 119 (Public Records), and they agree to abide by those requirements.
  - f. **Authorized Signatories.** The Parties each represent and warrant to the other that (1) the persons signing this MOU are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are

needed for the full enforceability of this MOU.

- g. **Compensation.** The Helpline offers its services to eligible veterans without charge. At no point will the Helpline request renumeration from MVAP staff, or clients referred to the Helpline by MVAP.
- h. **Governing Law.** Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement.

