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October 22, 2019

Please find attached, a packet of information that was requested by the State Administration Veterans Affairs Committee for their October 2019 meeting.

If there are any questions any the documents or information provided, please contact Mike Warner at the Valley Veterans Service Center.

Thank you,

Mike Warner
Director
(406)363-9838

A history and structure of the Valley Veterans Service Center.

The Valley Veterans Service Center (VVSC) was started by the Bitterroot chapter of the Vietnam Veterans of America (VVA) in 2002 and became a non-profit organization under a 501(C)3 in 2007. In the beginning, the VVA established a board to oversee and run the VVSC. In 2010, with the support of the Ravalli County Board of Commissioners, a mill levy was passed in Ravalli County to provide tax based support for the VVSC. From 2010 to 2014 the VVSC, as a non-profit, used the funds from the Mill levy to hire staff to support the VVSC. Early in 2015 the VVSC and Ravalli County Commissioners entered into a memorandum of understanding (MOU) to provide better support and oversight for the VVSC. In that MOU the County agreed to hire County Veterans Service Officers to support the operations at the VVSC. Per the MOU, the Veterans Service Officers would be county employees working at the VVSC. This structure allows the VVSC to have VA accredited Veterans Service Officers working on claims for the Veterans in Ravalli County. The MOU also requires the VVSC to reimburse the county for the costs that it incurs to employ the staff of the VVSC.

To be clear, The County Veterans Service Officers at the Valley Veterans Service Center are county employees that are paid with funds levied from property taxes. The VVSC board oversees the office to ensure that the County Veterans Service Officers are acting in the best interests of Ravalli County's Veterans.

RESOLUTION ON MILL LEVY FOR VETERANS' SERVICES

The Board of County Commissioners of Ravalli County, Montana (BCC), in regular session this _____, approved and adopted the following resolution:

WHEREAS, the Mission of the Valley Veterans Service Center is to provide Ravalli County veterans and their family members assistance with navigating the U.S. Department of Veterans Affairs and accessing local resources. The VVSC is a 501(c)(3) nonprofit. It has been financially supported by local donations and grants of approximately \$10,000 in 2017.

WHEREAS, there are about 4,500 veterans currently living in Ravalli County. Of those, approximately 57% are 65 or older, and 37% are disabled.

WHEREAS, the vision of the VVSC is to effectively and proactively meet the needs of Ravalli County veterans and their family by facilitating community-based veterans' services.

WHEREAS, the County Veteran Service Officers (CVSO) at the Valley Veterans Service Center (VVSC) currently manage approximately 1,200 veteran case files, including claims for VA Compensation, Pension, Death, and Education benefits; Health Care Enrollment; Records Requests; and to assist with local services and support. The vision of the VVSC since 2002 has been to be the one-stop location for community based veteran services.

WHEREAS, even without an outreach program, on average the CVSO opens a new veteran case file every day.

WHEREAS, the VVSCs agreement with the Missoula Vet Center provides 150 to 200 individual counseling sessions for combat veterans and their family members and 20 group counseling sessions for couple, partners, male and female veterans per month.

WHEREAS, the VVSC has received funding to provide assistance to homeless veterans.

WHEREAS, the VVSCs agreement with the Missoula Transportation Management Association requires it to provide transportation for veterans to access services.

WHEREAS, the VVSC is currently supported by one Mill Levy which only funds one and a half FTE County Veteran Services Officers (CVSO).

WHEREAS, the VVSC is a member of the National Association of County Veteran Service Officers, and the National Association of County Veteran Service Officers recommends a ratio of one CVSO per 2,500 veterans with administrative assistance or one CVSO per 1,500 veterans without administrative assistance. Since there are about 4,500 veterans residing in Ravalli County, the VVSC should employ two CVSOs with admin support or three without administrative assistance.

THEREFORE, BE IT RESOLVED, the BCC hereby resolves to call for an election on the following question: Shall Ravalli County levy to provide operational funding for the Valley Veterans Service Center to assist veterans in filing claims for benefits and accessing local resources? The County may levy not more than 2.00 mills of property tax for the operation of the center in addition to the 1 mill already approved. The levy will have no durational limit.

The owner of a home valued at \$100,000 would pay approximately an additional \$2.70 per year for a 2-mill increase; the owner of a home valued at \$200,000 would pay an additional \$5.40 per year for a 2-mill increase.

FOR a levy to provide funding for the Valley Veterans Service Center.

AGAINST a levy to provide funding for the Valley Veterans Service Center.

County Veterans Service Office Management Agreement

This Agreement, entered into this 16 day of August, 2016, by and between Ravalli County, a political subdivision of the State of Montana, 215 S. 4th Street, Suite A, Hamilton, Montana, 59840 (the County) and Valley Veterans Service Center, a Montana nonprofit corporation, 802 West Main Street, Hamilton, Montana 59840 (VVSC).

WHEREAS, VVSC is a Montana nonprofit corporation dedicated to assisting veterans and their dependents in the pursuit of Veterans Administration (VA) benefits and other services;

WHEREAS, under the Veterans Service Officer Agreement executed 21 October, 2014, the County employs a certified County Veterans' Service Officer (CVSO). The VVSC compensates the County for the employment expenses incurred for this position.

WHEREAS, the parties desire to enter into a new agreement that more clearly sets forth the parties' rights and responsibilities, and for the County to provide the management services necessary to assist veterans and their dependents in the pursuit of Veterans Administration (VA) benefits and other local resources.

WHEREAS, VVSC currently employs a part-time Veterans' Service Officer who assists veterans and their families in obtaining benefits and service;

WHEREAS, VVSC seeks to have sufficient County Veteran Service Personnel employed by the County in order to serve veterans in accordance with their mission and the MII Levy.

WHEREAS, VVSC is willing to dedicate the portion of the funds it receives to cover the employment costs incurred by the County for both positions;

AND WHEREAS, the County is willing to employ County Veteran Service Personnel to assist Ravalli County veterans and their dependents.

NOW THEREFORE, the County and VVSC terminate the Agreement entered into on October 21, 2014 and enter into this new Agreement, as follows:

I. Independent Organizations. The County and VVSC are independent entities. This Agreement is not intended to create, nor should it be interpreted as creating, a partnership, joint venture, or other new legal entity. Each entity shall remain independent without the authority to act as agent of the other except as

authorized in writing. Neither the County nor VVSC shall hold itself out as being the agent of the other except as specifically authorized in writing.

2. Management Services. The parties agree that the County shall employ a CVSO and other personnel as the County deems necessary and shall provide the management services as set forth in this Agreement.

3. Employees

- A. The County agrees to employ a County Veterans' Service Officer meeting the qualifications set forth in the job description attached hereto and such additional qualifications as may be required by the VA or the NACVSO in order for the employee to serve as a CVSO.
- B. The County may also employ from time to time such additional personnel as it deems prudent to assist veterans and their dependents.
- C. The Veteran Service Personnel shall be the employees of the County but not of VVSC. As County employees, the Veteran Service Personnel shall be subject to County policies and Montana laws pertaining to public employees and employees of Ravalli County.
- D. Wages shall be those agreed upon annually by the VVSC and the County for these positions.
- E. Employment benefits, the term of employment, and other matters pertaining to such employment shall be determined by the County.
- F. VVSC agrees to permit the Veteran Service Personnel to work at its current office of 802 West Main Street, Hamilton, MT 59840 or at such other location as agreed upon by the parties hereto, and to work with veterans, their beneficiaries and other members of the public thereat, without the County Veteran Service Personnel being employees of VVSC.
- G. Employee hours may be shifted outside of normal business hours to minimize compensatory time or overtime.
- H. The County and the VVSC will agree on a metric that will be used to measure the quality, efficiency and effectiveness of the services provided to veterans. This metric will be reduced to writing monthly.
- I. The County will direct the County Veteran Service Personnel to meet with VVSC once a month to discuss the services provided to veterans and their

dependents and to discuss office performance. The county will have a liaison present at these meeting.

- J. County agrees that its employees will not accrue overtime or compensatory time without the express written permission of the County which agrees to allow VVSC to determine if such is necessary.
- K. County agrees compliance with VA requirements is necessary to award a veteran and his/her dependents benefits and/or services.
- L. County agrees that in filing claims for veterans or their dependents, its employees will make their best effort to comply with all VA requirements for filing such claims.
- M. County agrees that its employees will not enter into any work study or other volunteer arrangements with any other individual without the permission of the VVSC.

4. Discipline: Supervision. The CVSO and Deputy Veterans' Service Officer/Office Assistant shall be supervised by and subject to employment-related discipline solely by the County. The County will provide for a personnel liaison that will attend meetings of the VVSC in order to facilitate cooperation between the two organizations.

5. Position Funding. VVSC agrees to dedicate so much of its funds as is required to reimburse the County for all wages, benefits and costs of employment of the County Veteran Service Personnel, and to reimburse the County for such from time to time as requested by the County but no less often than monthly unless such frequency is waived by the County. Wages, benefits and costs of employment will be agreed upon annually.

6. Term. This Agreement shall become effective this 29th day of July, A.A.U., a.g.y 2016 and shall continue in full force and effect until terminated by either party.

7. Work Place, Supplies and Equipment. VVSC shall provide the County Veterans Service Personnel, sufficient work space, supplies, software and equipment, including telephone and computer equipment, at the sole cost and expense of VVSC, reasonably to permit the staff to meet and perform the duties, responsibilities and expectations of that appointment. Notwithstanding the foregoing, the County may provide online veteran claims management software of its choosing at its expense.

- a. The County stipulates that the current work place meets this requirement.
- b. The work place, supplies and equipment provided by the VVSC are the property of the VVSC therefore. no county employee has the authority to

alter the property of the VVSC without the prior consent of the VVSC Board of Directors. Supplies and equipment provided by the County are the property of the County.

- c. The County Veteran Service Personnel are not authorized to make any expenditures or execute any agreements, contracts or partnerships on behalf of the VVSC or represent the VVSC without prior approval from the VVSC Board of Directors.

8. Termination. This Agreement may be terminated upon 90 days prior written notice by either party to the other. This Agreement shall also terminate upon default as set forth herein.

9. Assignment of Rights. Neither party may assign or delegate its rights or obligations without the prior written consent of the other, which may be withheld for any reason. Any assignment or delegation in violation is void.

10. Default. Time is of the essence of this Agreement. Any failure to abide by, fully perform, or comply with the terms, conditions and covenants herein contained shall be deemed a default. This Agreement may be declared terminated by either party if a material default is not corrected within 60 days following written notice of default. In the event of default, the aggrieved party shall have all rights and remedies available in law or in equity, including specific performance. Written notice of default shall be sufficient if delivered personally or via first class U.S. mail to the party alleged to be in default at the above address for such party.

11. Indemnification. The parties hereto agree to indemnify and hold the other harmless with respect to any demand, claim, suit, judgment, legal action or cause of action arising during the term of this Agreement allegedly out of the conduct, act or omission of the other, its officers, officials, employees or agents, unless caused by or contributed to by the negligent or intentional act of the other.

12. Insurance. During the term of this Agreement, VVSC shall maintain at its sole cost commercial general liability insurance with minimum limits of \$2 million aggregate, \$1 million per occurrence, with Ravalli County named as an additional insured.

13. Records: Records Retention. All records concerning applications for benefits for veterans and their beneficiaries are the records of VVSC, NACVSO, the VA, or applicant as determined by law, but such records are not the records of the County. However, VVSC agrees to file, store, retain, disseminate, submit, and destroy such records in strict compliance with NACVSO and VA standards and applicable law. County however agrees that these functions will be performed by its employees in accordance with VA and NACVSO standards and applicable law.

14. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement. Neither party may assign its rights or

delegate its duties hereunder without the prior written consent of the other. Any waiver by either party of any duty, obligation, default, breach or performance of the other shall not constitute an ongoing waiver. No amendment or modification of this Agreement shall be valid unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties sign this agreement in Hamilton, Montana, on the date indicated. By signing this Agreement the signatories hereto represent that they are authorized to sign the Agreement on behalf of the party represented and to bind such party by such signature.

Valley Veterans Service Center

Ravalli County

[Handwritten Signature]

[Handwritten Signature]

Date: 1-29-2016

Date: 1-29-16

Tim Peterson

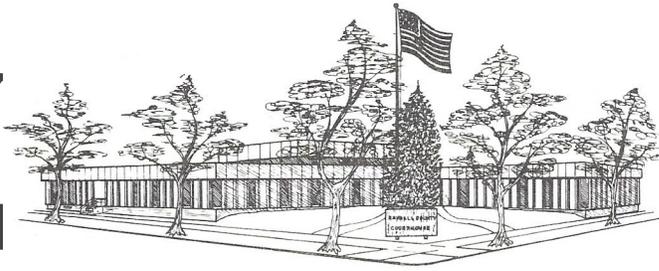
Attest:

[Handwritten Signature]

Date: 1-29-16



COUNTY OF RAVALLI



RAVALLI COUNTY COMMISSIONERS

215 S. 4th Street, Suite A

Hamilton, MT 59840

403-375-6500

commissioners@rc.mt.gov

August 26, 2019

To: Montana Board of Veterans Affairs

Ravalli County established a County Veterans Service Office in March of 2015 and is requesting approval of grant funding for a County Veterans Service Office under MCA 10-2-115. In the 2018 Geographic Distribution of VA Expenditures (GDX) the VA reported that Ravalli County has approximately 4,384 Veterans receiving benefits.

Under the requirement of Section 2, Part 2 of MCA 10-2-115, the Ravalli County Veterans Service Office:

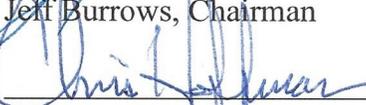
- (a) Is funded by three mill levy's as described within MCA 15-10-425;
- (b) Is physically located at 217 N. 3rd Street, Suite Lin Hamilton, Montana;
- (c) The office has four (4) trained and VA accredited Veteran Service Officers with the National Association of County Veterans Service Officers under CFR 14.629;
- (d) Meets all qualifications under MCA 10-2-115 ; and
- (e) Ensures that all funds received will be used to support Veterans and their family members at the County Veterans Service Office.

Thank you for your time and consideration.

Ravalli County Board of Commissioners



Jeff Burrows, Chairman



Chris Hoffman, Member



Greg Hilcott, Member

Summary of the VVSC Data

The following is a summary of information and data from the Valley Veterans Service Center (VVSC) in Ravalli County, Montana. Please find attached to this report all the data documents used in this report.

Since April of 2019, the VVSC has submitted approximately 627 claim documents to the U.S. Department of Veterans Affairs (VA). Of these documents, 104 were initial VA disability claims; 14 for PTSD, 11 for unemployability, 20 for VA pension claims, and 17 were claims for Veterans' dependents. In six months, 61 Military records requests, 33 VA healthcare enrollments were completed. 108 POAs were changed to the National Association of County Veterans Service Officers (NACVSO), and 52 appeals were submitted to the VA. Also, 126 forms were submitted to the VA in support of claims. It should be noted that multiple documents may be submitted for each VA claim.

With regards to case-growth, in march of 2019, the VVSC had 1777 active files. The VVSC has continued to grow at the rate of nearly one new case per day and currently has a caseload of 2041 active files (as of October 8th, 2019). This rate of growth has been constant since mid-2015.

The VVSC has a memorandum of understanding (MOU) in place with the Missoula Ravalli Transportation Management Association (MRTMA). The MOU provides vehicles for the transportation of Veterans to suit their needs, including medical appointments and treatment. Since the beginning of 2019 to present, the VVSC has provided 310 trips for 150 Veterans and their family members totaling 8090 miles traveled.

The VVSC also has an MOU with the Missoula Vets Center to provide mental health counseling for Veterans in Ravalli County. The counselor, in the VVSC office, has provided approximately 725 visits to more than 100 individual Veterans over the past 12 months.

The Ravalli County Veterans Service Officers also process all county Veterans' death benefits to ensure their timely and accurate completion. In 2019, through October 8th, the County Veterans Service Officers have processed 87 death benefits claims.

If more information is required, please contact Mike Warner at mwarner@rc.mt.gov or 406-363-9838.