



MEMORANDUM OF UNDERSTANDING
between
Kansas City Metropolitan Bar Foundation and _____

This Memorandum of Understanding defines the working relationship between Kansas City Metropolitan Bar Foundation (KCMBF) and _____ (Community Partner) (collectively the “Parties”), related to a collaborative effort to address the unmet legal needs of veterans.

WHEREAS: Community Partner provides (insert description) and;

WHEREAS: KCMBF recruits attorneys and maintains a roster of volunteer attorneys who have pledged to provide pro bono legal services to veterans who are residents of and active duty military personnel with a home of record in Jackson, Cass, Clay, Johnson, Lafayette, Platte and Ray in Missouri and Johnson and Wyandotte counties in Kansas, in specific areas of legal need listed in Attachment A;

WHEREAS: The parties intend to establish a mutually beneficial arrangement where Community Partner will screen and refer certain individuals in need of pro bono legal services to KCMBF and KCMBF will provide contact information of a volunteer attorney in the stated area of legal expertise to provide legal services to the referred individual;

THEREFORE: The Parties agree to the following in order to provide the most effective and efficient service to Kansas City metropolitan area veterans:

1. The parties agree that a referral to Legal Aid of Western Missouri or Kansas Legal Services is the preferred referral and Community Partner agrees to refer only individuals whose needs do not meet the requirements of Legal Aid of Western Missouri or Kansas Legal Services.
2. Community Partner will interview the individual, determine the following and complete an Intake Form:
 - a. Military Status;
 - b. Financial Need;
 - c. Residence (if Veteran) or Home of Record (Active Duty);
 - d. Area of Legal Need;
 - e. Urgency (existence of court date, other deadline); and
 - f. Likely Jurisdiction of the legal matter.
3. KCMBF will not take direct requests for referral services from individuals. Individuals seeking referral services directly through KCMBF will be directed to contact Community

Partner. Community Partner will also be listed on KCMBF's website(s) and on a recorded message on the KCMBF Military Matters phone line.

4. Upon completion of the intake form, Community Partner will timely forward the completed form to KCMBF. KCMBF reserves the right to decline any referral from Community Partner and will not accept requests with court deadlines less than 21 days from date intake form is submitted. If not declined, KCMBF will assign a volunteer attorney with the required legal expertise who will then contact the individual. KCMBF will inform Community Partner of the assignment. If no attorney with the required expertise is available, KCMBF will inform Community Partner if the referral has been declined by KCMBF and/or if no attorney resource can be found within 14 days of the referral request.
5. Community Partner will maintain and provide quarterly to KCMBF accurate data including the number of requested referrals for pro bono legal services, the number of requested referrals interviewed for the KCMBF service, the number of referrals made to KCMBF and the number of referrals being provided a volunteer attorney from KCMBF via Community Partner.
6. KCMBF will maintain and provide quarterly to Community Partner accurate documentation of referrals received, the number of referrals accepted by KCMBF, the case outcome information for each referral and the number of referrals declined or where no appropriate attorney resource could be found.
7. KCMBF will identify and link its website(s) to the Veterans Services on Community Partner website and promote such services.
8. Community Partner will protect as confidential all related information related to the volunteer attorneys provided by KCMBF.
9. Nothing in this Memorandum is meant to endorse, expressly or impliedly the services of either Party.
10. For the purposes of this Memorandum, the relationship of the Parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. No party shall have the authority to make any statements, representations, or commitments of any kind or to take any action that shall be binding on the other party, except as may be expressly provided for herein or otherwise authorized in writing.
11. Each Party represents and warrants that it will comply with all applicable laws, ordinances, regulations and other governmental requirements applicable to its respective businesses and to the provision and receipt of services pursuant to this Memorandum.
12. This Memorandum shall be governed by and construed in accordance with the laws of the State of Missouri.

13. This Memorandum supersedes all prior and contemporaneous communications, understandings and agreements of or between the Parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties hereto with respect to the transaction contemplated herein.
14. This Memorandum shall be effective May 1, 2017 and shall be reviewed by both parties on or before December 31 in successive years. It may be terminated at any time, by either Party, for any reason, with notice provided thirty days in advance of the termination. At any time, each or both Parties may request a meeting to review resource and/or referral information; or to discuss and resolve any issues or concerns.

Vickie Schatz
Executive Director
Kansas City Metropolitan Bar Foundation

Name
Title
Community Partner Name

Attachment A

Community Partner will perform the following verifications prior to making a referral to KCMBF and will maintain and when requested provide confirming documentation to KCMBF:

1. Military Status.
 - a. Active Duty – confirm with valid picture Military ID card.
 - b. Veteran – confirm with DD-214.
 - c. Reservist only – we are not currently accepting reservists that have not deployed and been issued a DD-214.
2. Financial Need.
 - a. The suggested income limit is 300% of the current U.S. Federal Poverty Guideline. However, Community Partner may request that KCMBF make an exception based on exceptional circumstances.
3. Residence. The referral must reside (if a veteran) or have a home of record (if active duty) in one of the following counties:
 - a. Jackson County, MO
 - b. Cass County, MO
 - c. Clay County, MO
 - d. Johnson County, MO
 - e. Lafayette County, MO
 - f. Platte County, MO
 - g. Ray County, MO
 - h. Johnson County, KS
 - i. Wyandotte County, KS
4. Legal Need. The referral's areas of legal need should fall within one of the following categories targeted by KCMBF. However, Community Partner may request that KCMBF make an exception based on exceptional circumstances or need.
 - a. Crisis management services
 - i. Warrant relief
 - ii. Child custody
 - iii. Child support
 - iv. Divorce
 - v. Orders of protection (domestic violence)
 - vi. Guardianship (veterans in hospital, etc.)
 - b. General legal services
 - i. Debt counseling and work out issue/Bankruptcy
 - ii. Landlord/tenant issues
 - iii. Estate Planning
 - iv. Tax counseling
 - c. Benefit appeals
 - d. Criminal charges
 - e. Employment Law (not about/against the Military)
 - i. Servicemembers Civil Relief Act

- ii. Discrimination/retaliation
 - iii. Wrongful termination
 - f. Business start-up services
 - i. Incorporation
 - ii. Tax
 - iii. Intellectual property
 - iv. Real estate
 - v. Contract
- 5. Urgency. Community partner will assess to their best ability and whether court dates or other deadlines may apply and inform KCMBF when and why a matter has been identified as urgent.
- 6. Jurisdiction. If there is an action on file with a court or if the court jurisdiction can be determined Community Partner will provide this information to KCMBF to assist in identifying an appropriate volunteer referral.