Memorandum of Understanding between Veterans of Foreign Wars of the U.S. and National Association of County Service Officers

July 15, 2025

This Memorandum of Understanding (MOU) establishes an agreement between the Veterans of Foreign Wars of the U.S. (VFW) and the National Association of County Service Officers (NACVSO).

I. MISSION

The National Association of County Veterans Service Officers is an organization consisting of local county government employees tasked with helping veterans develop and process their claims. NACVSO trains & educates County Veteran Service Officers and veteran advocates in preparation, submission, and representation of claims with Department of Veteran Affairs. NCVSO also advocates on behalf of veterans and eligible family members to receive the benefits in which they have rightfully earned. NACVSO's workforce represents approximately 2,400 county and state employees from 29 states as well as members of Native American Tribes.

The Veterans of Foreign Wars of the U.S. is a nationally recognized, VA accredited, Veterans Service Organization of long standing which is comprised of veterans who have participated in conflicts past and present. VFW support for these veterans takes many forms to include fraternal activities, benefits counseling, legislative advocacy, and representation before the Department of Veterans Affairs (VA).

Together the parties enter into this Memorandum of Understanding (MOU) to mutually promote the effective delivery of disability benefits administered by the Department of Veterans Affairs for transitioning service members, veterans, and their eligible dependent family members.

II. PURPOSE AND SCOPE

The National Association of County Service Officers and the Veterans of Foreign Wars of the U.S. wish to collaborate to ensure service members, veterans, and eligible dependents are adequately counseled and represented with respect to disability benefits due them under the law. The target population consists of service members, veterans, and dependents and survivors.

This MOU will provide eligible NACVSO accredited VSOs who submit complete and approved VFW applications, as detailed below, cross-accreditation with VFW. Once cross accredited with VFW, these NACVSO Service Officers will have access to all records for which the VFW holds power of attorney (POA) via VA's databases to include, but not limited to, VBMS, Caseflow, and SEP. In addition, this MOU will provide NACVSO accredited Service Officers who are cross accredited with VFW access to VFW's Accredited Representatives who are co-located within VA Regional Offices, VA leased properties or other locations nationwide, to assist in the development, prosecution, and appeals of veterans' claims.

This MOU will provide the VFW with a trained, competent, and accredited cadre of State and County Veteran Service Officers (VSOs) to complement the cadre of VA accredited, Veterans of Foreign Wars accredited service officers.

III. RESPONSIBILITIES

NACVSO Responsibilities

- A. Each accredited NACVSO member who wishes to be cross accredited with the VFW must submit a completed VA Form 21, Application for Accreditation as Service Organization Representative, along with a signed VFW Statement of Policy for Representation (Attachment A) to the appropriate VFW Department Headquarters located in their state. After the VFW Department receives the required forms and approves the request for secondary accreditation, the documents will be forwarded to the VFW National Veterans Service Director.
- B. NACVSO agrees to provide VFW immediate notice of any NACVSO member that is cross accredited with the VFW and who no longer holds accreditation through NACVSO.
- C. In recommending a NACVSO member for secondary accreditation and recertifying any accreditation with VFW annually, NACVSO must certify to VFW:
 - i. The individual accredited by NACVSO is of good character and reputation and has demonstrated an ability to be a representative in the claims process.
 - ii. The individual accredited by NACVSO is a paid employee of the county or state and is working not less than 1,000 hours annually.
 - iii. The individual accredited by NACVSO must have successfully completed VA's Training Responsibility, Involvement, and Preparation of Claims course and provide a certificate of completion.
 - The individual must possess a VA issued PIV card and have access to VA computer systems.
 - v. The individual accredited by NACVSO will receive annual training and oversight by NACVSO to assure continued qualification as a representative in the claims process which includes successfully completing, at a minimum, a NACVSO approved course of training and successfully passing an examination. NACVSO members may be eligible to participate in VFW National Veterans Service training on a space available basis in coordination with VFW National Veterans Service. The NACVSO member's employer is responsible for any costs incurred, if any, to participate in VFW training.
 - vi. The individual accredited by NACVSO is not employed in any civil or military department or agency of the United States.
 - vii. The NACVSO member has successfully passed a background check as outlined in the VFW National Veterans Service Policy & Procedure Manual.

- viii. The individuals accredited by NACVSO and VFW agree to abide by the terms of this MOA including any Attachments.
- D. If NACVSO procures a claims management platform for submission of claims, NACVSO shall provide VFW National Veterans Service the opportunity to obtain one (1) seat license to the NACVSO claims management platform for the purposes of tracking and processing NACVSO work product created on behalf of the VFW.

VFW Responsibilities

- A. Upon receiving a complete request for accreditation that includes a completed VA Form 21, Application for Accreditation as Service Organization Representative, and a signed VFW Statement of Policy for Representation, the local VFW Department will review the packet and if they approve, the application will be submitted to the VFW National Veterans Service Director for final review and approval.
- B. Upon receipt of a decision on accreditation from the VA Office of General Council (OGC), VFW National Veterans Service will notify the VFW Department, NACVSO, and the individual of their accreditation status.
- C. If approved by the OGC, VFW National Veterans Service will add the individual to any mailing lists, provide credentials to access the VFW Online Learning Portal for Accredited Representatives, and provide them with the VFW Roster of Accredited Representatives.

Individual Representative Responsibilities

VSOs who receive cross-accreditation with the VFW must agree to abide by the following VFW terms and limitations of accreditation:

- A. VSOs must submit an accreditation package that includes VA form 21, proof of NACVSO accreditation, and a signed VFW Statement of Policy for Representation to the VFW Department located in their state to be considered for cross accreditation.
- B. VSOs must comply with the VFW National Veterans Service Policy & Procedure Manual on all matters related to representation of clients on behalf of the VFW.
- C. VSOs must submit an annual VFW Statement of Policy for Representation to the VFW Department Headquarters in their state (Attachment A) no later than October 1 of each year.
- D. VSOs must process all client-related information (i.e., correspondence, forms etc.) in a prompt and timely manner prior to submission to the VA.
- E. VSOs may be present but may not represent VFW clientele before administrative hearing personnel and/or panels including the Board of Veterans Appeals

IV. TERMINATION OF ACCREDITATION

A. In addition to the reasons listed in the VFW National Veterans Service Policy & Procedure

Manual (7. Revocation of Accreditation, page 9) VFW reserves the right to revoke an individual's accreditation if any of the above listed Individual Representative Responsibilities are not fulfilled.

V. TERMS OF UNDERSTANDING

- A. This MOU shall become effective upon the date of signature of both approving Parties and shall remain in effect unless terminated in writing by either of the Parties.
- B. Either of the Parties may terminate this MOU upon thirty (30) days written notice to the other party without penalties or liabilities.
- C. Upon termination of this MOU, all VFW cross accreditations resulting from this MOU shall be revoked.
- D. Changes to Federal or State laws or regulations that affect either Party's ability to perform pursuant to this MOU's terms and conditions may result in immediate termination of all or part of a party's obligations/affected abilities. If immediate termination occurs, the terminating Party will deliver a termination notice to the other Party as soon as possible, specifying the extent to which performance of services under such immediate termination is effective.

VI. AUTHORIZATION

The signatories of this document agree to strive to reach, to the best of their ability, the objectives stated in the MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

Dan West Adjutant General Veterans of Foreign Wars of the United States

Mike Farmer National Service Director National Association of County Veterans Service Officers

7/15/2025

Mike Farmer Digitally signed by Mike Farmer Date: 2025.07.15 10:36:40 -04'00'

Marc L. Garduno
Quartermaster General
Veterans of Foreign Wars of the United States

7/15/2025

Memorandum of Understanding

Between

Veterans of Foreign Wars of the U.S.

<u>and</u>

National Association of County Service Officers

Attachment (A)

VFW Statement of Policy for Representation

Wars of the U.S. (VFW) and NACVSO Represe	an agreement between the veterans of Foreign
allowing for cross-accreditation in the performa Furthermore, it establishes or maintains your w	nce of your role in assisting veterans with claims.
Please initial each task listed below upon review	v.
& Procedure Manual Your primary accreditation is current and You are in possession of an active VA-ise You have completed or are enrolled in an Veterans of Foreign Wars of the U.S. (V. Service Officers (NACVSO) You are duly qualified to perform the task	sued PIV card annual training course approved by either the FW) or National Association of County Veteran ks and duties of your role and in the best interests of f the Veterans of Foreign Wars of the U.S. (VFW)
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