



MEMORANDUM OF AGREEMENT

**BETWEEN:
DISABLED AMERICAN VETERANS
And
NATIONAL ASSOCIATION OF COUNTY VETERANS SERVICE OFFICERS, INC.**

1) BACKGROUND

This Memorandum of Agreement (MOA) memorializes an agreement of mutual benefit for and between the Disabled American Veterans (DAV) and the National Association of County Veterans Service Officers, Inc. (NACVSO).

2) PURPOSE

The purpose of this MOA is to set forth the principles of the working relationship between the DAV and NACVSO to facilitate our common goal of service to veterans.

- a) This MOA will provide the DAV with a trained, competent and accredited cadre of County Veterans Service Officers (CVSOs) to complement the DAV's accredited National Service Officer Corps.
- b) This MOA will provide CVSOs whom are certified by and members of NACVSO secondary accreditation by DAV, which will provide access to VA's remote automated records of DAV clientele. In addition, CVSOs whom are certified by and members of NACVSO will have advocate liaisons via DAV's corps of National Service Officers co-located with VA Regional Offices to assist in the development, presentation, prosecution and appeals of veterans' claims.

3) DAV ACCREDITATION

Each NACVSO member seeking accreditation must be provided a copy of this MOA along with the DAV Accreditation Agreement, Statement of Policy for Representation and DAV National Service Office Directory. The eligible CVSO must then submit a completed VA Form 21, Application for Accreditation as Service Organization Representative, along with the signed DAV Accreditation Agreement to NACVSO. After NACVSO receives all required forms and approves the request, NACVSO will then provide these documents to the DAV National Service Director. In recommending a CVSO for secondary accreditation, and recertifying any CVSO accreditation with DAV annually, NACVSO must certify:

- a) The CVSO is of good character and reputation and has demonstrated an ability to be a representative in the claims process;
- b) The CVSO is a paid employee of a specified county working for it not less than 1,000 hours annually;
- c) The CVSO will receive annual training to assure continued qualification as a representative in the claims process which includes successfully completing, at a minimum, an NACVSO approved course of training and successfully passed an examination;
- d) The CVSO is not employed in any civil or military department or agency of the United States;

- e) The CVSO is accredited with and a member of NACVSO;
- f) The CVSO must have successfully completed the Compensation Service: Training, Responsibility, Involvement and Preparation (TRIP) of claims certification or equivalent training prescribed by VA for certification of service officers; and
- g) The NACVSO and CVSO agree to abide by the DAV terms and limitations of CVSO accreditation (See paragraph 4).

4) DAV TERMS AND LIMITATIONS OF County Veterans Service Officers ACCREDITATION

CVSOs must agree to abide by the following DAV terms and limitations of accreditation:

- a) CVSOs must agree to distribute the attached DAV's Statement of Policy for Representation to all clientele electing DAV representation;
- b) CVSOs must not retain any documentation or claims related correspondence subject to VA's policy surrounding Personable Identifiable Information (PII) within their offices or work spaces for a prolonged period of time;
- c) CVSOs must present all client related information (i.e., correspondence, forms, etc.) to the VA directly;
- d) CVSOs must present all claims and appeals timely to VA to maintain the earliest effective date possible for clientele. This includes and is not limited to ensuring intent to files (ITFs) for all clients whom have interest in seeking any benefit are presented to VA, ensuring claims provided by clients are formalized within one year of an ITF, presenting any appeals within one year of the clients notification from VA, etc;
- e) CVSOs are encouraged to contact their local DAV National Service Office at any time for questions or concerns by using the attached DAV National Service Office Directory;
- f) CVSOs must complete a VA Form 21-22, Appointment of Veterans Service Organization as Claimant's Representative, for all new clientele seeking DAV representation. The VA Form 21-22 must recognize DAV as their representative with no limitations of consent, and indicate the email address for the National Service Office closest to their location in 3C, "*E-Mail Address of the organization Named in Item 3A*" as seen in the attached DAV directory. DAV will not accept a POA with any limitation of consent;
- g) CVSOs may not prepare appellate briefs (VA Form 646s) on behalf of DAV clientele;
- h) CVSOs may not mark any Rating Decisions for DAV clientele as "reviewed" in VBMS;
- i) CVSOs may not represent DAV clientele before administrative hearing personnel and/or panels (i.e., DRO, VARO, BVA, COWC, etc.); and
- j) CVSOs must recertify annually their understanding of DAV terms and conditions of accreditation by submitting to NACVSO a DAV Accreditation Agreement by no later than **September 1** of each year. All recertifying DAV Accreditation Agreements must be submitted to NACVSO whom will then provide to DAV's National Service Director.

5) REVOCATION OF ACCREDITATION

In addition to the circumstances described in 38 C.F.R. § 14.633, DAV also reserves the right to terminate the accreditation of CVSOs who fail to abide by the terms of this MOA. If a CVSO does not meet the requirements identified above and is not recertified annually by NACVSO, DAV will terminate secondary accreditation.

6) INFORMATION DISCLOSURE AND DATA SHARING

- a) NACVSO agrees to provide relevant certifications prior to secondary accreditation (See paragraph 3) for each recommended CVSO.

- b) NACVSO agrees to provide DAV National Service Director all DAV Accreditation Agreements for all CVSOs by no later than **October 1** of each year. If a DAV Accreditation Agreement is not received for a CVSO by this time, DAV will terminate secondary accreditation.
- c) NACVSO agrees to provide DAV immediate notice of any CVSO who no longer holds accreditation or membership through NACVSO.

7) POINTS OF CONTACT

Principal points-of-contact for accreditation processing and MOA accountability:

DAV
Jim Marszalek
National Service Director
Disabled American Veterans
(202) 554-3501
VSOAccred@dav.org

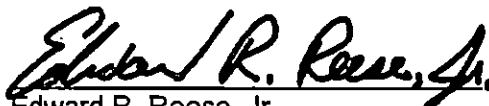
NACVSO
Michael Roof
National Service Director
National Association of County
Veterans Service Officers
(815) 263-2027
nacvso.nsd@nacvso.org

8) DURATION, MODIFICATION, AND TERMINATION OF AGREEMENT

This MOA shall become effective upon the date of signature of both approving parties, and shall remain in effect unless terminated in writing by either party.

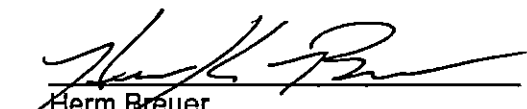
9) APPROVALS

Approved and Accepted on behalf of the Disabled American Veterans:


Edward R. Reese, Jr.
Executive Director
Disabled American Veterans
Washington Headquarters

1/10/2019
Date

Approved and Accepted on behalf of National Association of County Veterans Service Officers:


Herm Breuer
President
National Association of County Veterans Service Officers, INC.

1/22/2019
Date

Attachments:
DAV Statement of Policy for Representation
DAV National Service Office Directory