

Memorandum of Understanding

Between North Dakota Department of Veterans Affairs And National Association of County Veteran Service Officers, Inc.

1) BACKGROUND

This memorandum of understanding (MOU) memorializes an agreement of mutual benefit for and between the National Association of County Veterans Service Officers (NACVSO) and the North Dakota Department of Veteran Affairs (NDDVA). For the purpose of this MOU NACVSO members must be employed by a county within NDDVA's operational jurisdiction or with the NDDVA.

2) PURPOSE

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

- a) This MOU will provide the NDDVA with a trained, competent and accredited cadre of County Veterans Service Officers (CVSO) to complement the NDDVA's Accredited Representatives or Power of Attorney (POA) for Department of Veterans Affairs (VA) purposes.
- b) This MOU will provide the NACVSO accredited members with access to VA's remote automated records for which the NDDVA is the POA. In addition, this MOU will provide NACVSO with advocate liaisons, via NDDVA's Accredited Representatives, co-located within VA Regional Offices to assist in the development, presentation, prosecution, and appeals of veterans' claims.

3) NDDVA ACCREDITATION

Each NACVSO member seeking accreditation with NDDVA will be provided a copy of this MOU, along with the NDDVA Accreditation Agreement, by the NACVSO state representative to NACVSO. The eligible NACVSO member must then submit a completed VA Form 21, Application for Accreditation Agreement, to NDDVA's National Service Director through the designated NACVSO point of contact. In recommending a CVSO for accreditation NACVSO shall certify:

- a) The CVSO is a paid employee of a specified county working for not less than 1,000 hours annually or the CVSO is accredited and functioning as a representative of another recognized organization IAW 38 C.F.R. §§ 14.627(k) and 14.629 (a)(2);
- b) The CVSO has successfully completed, at a minimum, the NACVSO 32-hour course of training and successfully passed an examination approved by the VA;
- c) The CVSO will receive annual training to assure continued qualification as a representative in the claims process;
- d) The CVSO is accredited by NACVSO;
- e) NACVSO and CVSO agree to abide by the NDDVA terms and limitations of CVSO accreditation (See paragraph 4)

3.1) NACVSO ACCREDITATION

Each NDDVA employee seeking NACVSO accreditation will be provided a copy of this MOU, along with the NACVSO Accreditation Agreement, by the NDDVA Supervisor. The eligible NDDVA employee must then submit a completed VA Form 21, Application for Accreditation Agreement, to the NACVSO's National Service Director through the designated NDDVA point of contact. In recommending an NDDVA representative for accreditation of the NACVSO shall certify:

- a) The representative is a paid employee of NDDVA working for not less than 1,000 hours annually or the CVSO is accredited and functioning as a representative of another recognized organization IAW 38 C.F.R. §§ 14.627(k) and 14.629 (a)(2);
- b) The NDDVA National Service Director will provide NACVSO with NDDVA accreditation verification;
- c) The NDDVA will receive annual training to assure continued qualification as a representative in the claims process;
- d) The NDDVA representative is accredited with NDDVA.
- e) The NDDVA representative will not change NACVSO POA without notification to the originating CVSO.

4) NDDVA TERMS AND LIMITATIONS OF CVSO ACCREDITATION

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

- a) CVSOs must agree to distribute NDDVA's Statement of Policy for Representation to all clientele electing NDDVA representation;
- b) CVSO must submit VA form 21 and proof of NACVSO Accreditation to NDDVA to successfully be accredited
- c) CVSOs must process all client related information (i.e., correspondence, forms etc.) in a prompt and timely manner through the NDDVA Claims Division for review prior to submission to the VA;
- d) CVSOs may not prepare appellate briefs (VA Form 646) on behalf of the NDDVA clientele; and
- e) CVSOs may be present but not represent NDDVA clientele before administrative hearing personnel and/or panels (i.e., DRO, VARO, BVA, COWC, etc.).

4.1) NACVSO TERMS AND CONDITIONS OF NDDVA ACCREDITATION

NDDVA employees representing NACVSO will process all correspondence from CVSOs, regardless of avenue of submission (e.g. electronic submission, physical document submission) in a prompt and timely manner for submission to the VA.

5) REVOCATION OF ACCREDITATION

In addition to the circumstances described in 38 C.F.R - § 14.633, either party reserves the right to revoke accreditation for failure to uphold the terms of this MOU.

6) INFORMATION DISCLOSURE AND DATA SHARING

- a) NACVSO agrees to provide annual certification of continued employment as a CVSO and accredited member of the NACVSO via complete listing of those eligible for NDDVA accreditation. In addition, NACVSO will promptly notify NDDVA of those holding NDDVA accreditation and who are no longer members of the NACVSO for any reason.

- b) NDDVA agrees to provide annual certification of continued employment as an NDDVA employee and accredited member of the NDDVA via complete listing of those eligible for NACVSO accreditation. In addition, NDDVA will promptly notify NACVSO of those holding NACVSO accreditation and who are no longer employees of NDDVA for any reason.

7) POINTS OF CONTACT

Principal points of contact for accreditation processing and MOU accountability.

NDDVA

Lonnie L. Wangen
Commissioner
North Dakota Department of Veterans Affairs
(701) 239-7166
lwangen@nd.gov

NACVSO

Michael Roof
National Service Director
National Association of County Veteran Service Officers
(815) 263-2027
mroof@nacvso.org

8) DURATION, MODIFICATION, AND TERMINATION OF AGREEMENT

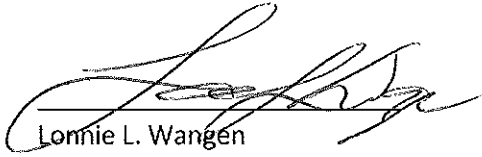
This MOU shall become effective upon the date of signature of both approving parties, and shall remain in effect until five (5) years after the effective date. Either party may terminate this MOU at any time, with or without cause, upon thirty (30) days' written notice to the other party's point of contact.

9) Dues

Neither party will be subject to paying dues or fees as a part of this MOU.

10) APPROVALS

Approved and accepted on behalf of North Dakota Department of Veterans Affairs:



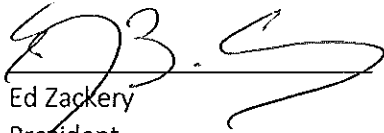
Lonnie L. Wangen

Commissioner

North Dakota Department of Veteran Affairs

30/Aug/2017
Date

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



Ed Zackery

President

National Association of County Veterans Service Officers, Inc.

8/30/17
Date