**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**(INSERT NAME OF LOCAL NPC)**

**AND**

**(INSERT NAME OF VA FACILITY OR HEALTH SYSTEM)**

**REGARDING**

**REIMBURSEMENT OF RESEARCH-ONLY CLINICAL COSTS INCURRED IN THE EXECUTION OF VA-APPROVED RESEARCH GRANTS AND CONTRACTS**

This Memorandum of Understanding (“Memoradum”) constitutes an agreement between INSERT NAME OF LOCAL NPC, a VA-affiliated nonprofit research corporation established under the authority of section 7361 *et seq.* of Title 38 United States Code, (hereinafter “NPC”), and INSERT NAME OF VA FACILITY (hereinafter “VAMC”), whereas NPC may reimburse VAMC for non-standard of care clinical service costs incurred in the execution of VA-approved research grants and contracts, where NPC is the administrator of such grants and contracts, as authorized by VA Handbook 1200.17, section 11.b.2. This Memorandum shall be effective on the date of the last signature of the Parties.

This Memorandum shall not create any employment relationship between NPC, VAMC, or their respective employees.

**Responsible Parties**

VAMC: VAMC is responsible for generating a bill of collection ANNUALLY/QUARTERLY/MONTHLY and sending it to NPC, under the terms described herein.

NPC: NPC is responsible for reimbursing VAMC upon receipt of invoice, under the terms described herein.

VA Research and Development (R&D) Committee: VA R&D Committee is responsible for reviewing and approving the Assessment of Clinical Impact form as part of the protocol submission to the Committee.

**Obligations**

VAMC will provide to NPC annually a schedule of current costs for clinical services by which its invoices will be based. **INSERT COST SOURCE BASIS**

VA R&D Committee will ratify ANNUALLY the cost basis to be used to invoice the NPC for costs incurred on grants and contracts under its administration.

The Assessment of Clinical Impact form completed for each study will outline those procedures that are provided solely for research purposes and will include the relevant CPT codes by which a cost will be determined, and an estimate of the number of each procedure to be completed.

VAMC bills will include, but not be limited to, an itemized list of research-only services incurred by VAMC during the invoice period and the study to which the cost is attributed. Items billed must agree with the Assessment of Clinical Impact form approved by the R&D Committee.

NPC agrees to reimburse VAMC for expenses incurred in the execution of VA-approved research grants and contracts under NPC’s administration. Payment will be made upon receipt of invoice.

VAMC will send invoices to:

INSERT NPC ADDRESS, INCLUDING SPECIFIC PERSON FOR ATTN

NPC will remit payments to:

INSERT VAMC ADDRESS, INCLUDING SPECIFIC PERSON FOR ATTN

**Termination**

NPC and VAMC may terminate this Memorandum at any time by providing a thirty (30) day written notice to the other party. NPC and VAMC agree to continue to perform under the terms of this Memorandum during the thirty-day termination period.

**Entire Agreement**

This Memorandum constitutes the entire agreement between the Parties and supersedes any prior agreements and understandings, whether written or oral, relating to the subject matter of this Memorandum. This Memorandum may be amended only by written instrument executed by NPC and VAMC.

**Certification**

By executing this Memorandum, NPC and VAMC attest to the following: (*i*) the costs and charges to be paid to VAMC are appropriate and are not excessive; (*ii*) VAMC employees, who conduct activities under this Memorandum, are not debarred under 306(a) or (b) of the Federal Food, Drug, and Cosmetic Act, are not excluded from any Federal health care program, including but not limited to Medicare and Medicaid, and are not prohibited from performing the activities described in this Memorandum, and; (*iii*) NPC is solely responsible for obtaining all necessary approvals related to this agreement.

**SIGNATURES**

Each party warrants that he or she is duly authorized to execute this agreement.

**INSERT NAME OF VA FACILITY** **INSERT NAME OF LOCAL NPC**

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Name Date Name Date

Title Title