

MEMORANDUM OF AGREEMENT
Between
United States Department of Veterans Affairs
Veterans Health Administration
And
National AMBUCS, Inc.

I. PURPOSE:

This Memorandum of Agreement (MOA) is entered into between the U.S. Department of Veterans Affairs (VA), Veterans Health Administration (VHA), 810 Vermont Avenue, Washington DC 20420, and National AMBUCS, Inc., 4285 Regency Drive, Greensboro, NC 27410, collectively referred to as the "Parties." This MOA sets forth a structure in which both entities will work in a mutually beneficial manner to advance and improve the quality of life for our Nation's Veterans. National AMBUCS can supply specialized hand or foot-powered tricycles to assist Veterans with certain mobility challenges and to improve their quality of life.

II. BACKGROUND:

A. VA

VA's mission is to fulfill President Lincoln's promise, "[t]o care for him who shall have borne the battle and for his widow, and his orphan" by serving and honoring the men and women who are America's Veterans in accordance with Federal law. VA is committed to working closely with non-profit organizations and other nongovernmental organizations to identify new and innovative ways to support VA's mission. In 2014, the VA Secretary launched the MyVA partnership to effect a fundamental change in VA's systems and structures to align with the VA mission and values. Enhancing strategic partnerships is an important component of the MyVA Initiative. The VA Strategic Plan promotes collaboration with Federal agencies and other entities, both public and private, that provide benefits, services, and resources to Veterans and their families.

The VHA Office of Community Engagement's mission is to serve as a trusted resource and a catalyst for the growth of effective partnerships at the national, state, and community levels. As a facilitator and access point for public and private entities interested in partnering with VHA, the Office of Community Engagement commits to serving as a national resource to build and enhance partnerships that will benefit Veterans, their families, caregivers, and Survivors.

Under 38 U.S.C. § 523, VHA has the authority to coordinate the provision, under laws administered by the Department, of benefits and services (and information about such benefits and services) with appropriate programs (and information about such programs) conducted by private entities such as National AMBUCS,

Inc. VA may accept gifts under 38 U.S.C. § 8301 to benefit Veterans and enhance VHA facilities and services.

B. National AMBUCS, Inc.

National AMBUCS is a 501(c)(3) nonprofit charitable organization charged with "creating mobility and independence for people with disabilities." National AMBUCS has engaged approximately 5,000 community-based volunteers in providing 40,000 specially designed therapeutic tricycles for children and adults across the nation. Nearly 600 Amtrykes have been provided through the Veterans Initiative Program since 2011. Some were provided directly to Veterans and others were provided to 15 VHA facilities for evaluation, assessment and recreation. All were provided free of charge through local volunteer AMBUCS chapters and other donors. The powerful combination of expert fittings by VHA therapists and volunteer service by local AMBUCS chapter members create strong and sustainable local programs. Several of the AMBUCS chapters and local VA facilities have also worked together to form Veteran riding groups, providing stimulating opportunities for exercise and socialization.

III. RESPONSIBILITIES:

VHA commits to:

- A. Assist with identifying and prioritizing local VA facilities interested in Amtrykes for their Veterans.
- B. Assist with providing contact information for and establishing a working relationship with facility recreation therapists, physical therapists, rehabilitation therapists, kinesiologist, occupational therapist assistants, rehabilitation engineers, orthoptists/prosthetists, other adaptive sports providers, occupational therapists, rehabilitation counselors, and volunteer coordinators.
- C. Facilitate communication and any necessary document processing between National AMBUCS, Inc. and local VHA facilities.
- D. Communicate with local VHA facilities regarding the benefits of the Amtryke Program and other like resources without communicating endorsement.
- E. Circulate this MOA to Veteran Integrated Service Networks (VISN) and VHA facilities to support and encourage participation in this partnership.
- F. Coordinate with National AMBUCS, Inc., to take advantage of traditional media and social media opportunities that have public relations value for both parties.
- G. Track and communicate objective outcomes resulting from this partnership.

- H. Coordinate with facility Voluntary Service staff regarding volunteers and acceptance of donated Amtrykes.
- I. Collaborate with National AMBUCS, Inc., to participate in outreach opportunities to share the benefits of Amtrykes specially adapted for disabled Veterans and opportunities to participate in volunteer activities related to their distribution. Outreach activities may include national adaptive sporting events, Veteran Service Organization (VSO) conventions, or other community events where VA may be a participant.

National AMBUCS, Inc., commits to:

- A. Help assess, identify, and prioritize potential VA facilities interested in Amtrykes for their Veteran population.
- B. Work closely with VA recreation, physical, and rehabilitation therapists, as well as kinesiologist, physical therapist assistants, occupational therapist assistants, rehabilitation engineers, orthoptists/prosthetists, other adaptive sports providers, and volunteer coordinators.
- C. Provide Amtryke (foot and/or hand-powered) therapeutic tricycles, accessories and technical support at no cost to VHA facilities for assessment, fittings and access.
- D. Provide products and program and product information to VHA for communication with local VHA facilities regarding the benefits of this partnership and, upon request, the Amtryke in general.
- E. Coordinate with VHA to use traditional VA communication strategies (i.e. press releases, print medium, social media, etc.) to communicate the partnership opportunity that have public relations value for both parties.
- F. Track and communicate objective outcomes resulting from this partnership.
- G. Register and comply with volunteer onboarding procedures to ensure proper documentation, orientation, training, safety, and accurate recording of volunteers and hours of service.
- H. Coordinate with facility Voluntary Service staff regarding volunteers and donated Amtrykes.
- I. Collaborate with Department of Veteran Affairs to participate in outreach opportunities to share the benefits of Amtrykes specially adapted for disabled Veterans and opportunities to participate in volunteer activities related to their distribution. Outreach activities may include national adaptive sporting events, Veteran Service Organization (VSO) conventions, or other community events where VA may be a participant.

IV. OBJECTIVES:

VHA and National AMBUCS, Inc. have a shared goal to enhance quality of life for Veterans through enhancing mobility and independence within the Veteran

population. This partnership will be mutually beneficial as the Parties work together through a set of objectives to achieve this goal. This MOA sets forth a framework of intent and cooperation between the Parties to achieve the following objectives:

1. Provide Amtryke (foot and/or hand-powered) therapeutic tricycles through local volunteer AMBUCS chapters
2. Create additional resources to increase mobility, independence, and socialization by providing an opportunity for Veterans to receive Amtrykes

V. PERFORMANCE MEASURES:

The ability to quantitatively and qualitatively capture objective performance through metrics that demonstrate the impact of this partnership is critical. Therefore, the Parties agree to use the following metrics to capture and record objective performance through related, measurable outcomes, outputs, and/or impacts, as appropriate.

1. Collection and analysis of outcome data including:
 - a. Number of identified Veterans in need of Amtrykes and number of Veterans receiving Amtrykes
 - b. Demographic data related to Veteran recipients (in the form of anonymous, aggregate data, so as not to breach patient confidentiality)
 - c. Number of AMBUCS volunteers and hours served
 - d. Number and estimated value of donated Amtrykes
2. Collection and analysis of qualitative outcome data including:
 - a. Measure Veteran recipients' quality of life after receiving donated Amtryke
 - b. Impact of Amtryke ownership on biopsychosocial condition, including variables such as strength, physical fitness, cardiovascular health, mental and emotional health, socialization, mobility and independence

VI. POINTS OF CONTACT:

DEPARTMENT OF VETERANS AFFAIRS
Lelia P. Jackson
Director
Office of Community Engagement
810 Vermont Avenue NW, Room 784
Washington, DC 20420
202-461-5758
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NATIONAL AMBUCS, INC.
Jay Laurens
Executive Director
National AMBUCS, Inc.
4285 Regency Drive
Greensboro, NC 27410
800-838-1845 ext. 123
jayl@ambucs.org

VII. LIMITATIONS:

(a) For the purposes of this MOA, a partnership is a voluntary, collaborative, working relationship between VA and AMBUCS, Inc. The term partnership does not imply that VA and AMBUCS, Inc. are jointly liable for either party's obligations. Neither party is responsible for debts, contractual obligations, or conduct, tortious or otherwise, of the other party.

(b) AMBUCS, Inc. will not use this MOA to sell or promote any products or services.

(c) AMBUCS, Inc. will not use the VA name or the name of any of its components, except in factual publicity and with prior approval of VA. Factual publicity includes announcements of dates, times, locations, purposes, agendas, speakers, and fees, if any, involved with activities or events. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of AMBUCS, Inc. Where the publicity references VA, publicity will be accompanied by a disclaimer to the effect that no VA endorsement is intended. AMBUCS, Inc. may use VA's logo, seals, flags, and other symbols only pursuant to a written determination by VA that the proposed use by AMBUCS, Inc. advances the aims, purposes and mission of the Department. VA approval is not guaranteed.

(d) VA will not use, and has obtained no ownership interests in AMBUCS, Inc., or other AMBUCS, Inc., names, logos, and/or trademarks (the Marks). VA will obtain AMBUCS's, Inc., prior written approval to use the Marks.

(e) This Agreement is not intended to be an exclusive arrangement. The relationship established in this Agreement in no way limits VA or AMBUCS, Inc., from establishing similar relationships with any other entity.

(f) This Agreement does not represent any endorsement by VA of the general policies, activities, or products of AMBUCS, Inc.

(g) Any publicity released by either Party concerning this MOA, the services or supports provided thereunder, or any resulting outcomes, will be subject to prior approval of the other Party.

(h) Each party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOA, nor can one Party commit the other to any cost, expense, or obligation without the prior written consent of that Party. Should this MOA lead to a formal contractual-type of agreement, the parties will negotiate and memorialize such General Terms & Conditions in a

formal document, including, but not limited to, a period of performance, funding issues, and liability matters. Neither party may commit the other to any transfer of funds under this MOA absent a formally negotiated agreement.

(i) This MOA may not be assigned or otherwise transferred by any Party, in whole or in part, without the expressed prior written consent of the other Party, which shall not be unreasonably withheld.

VIII. AMENDMENT, DURATION, REVIEW, AND TERMINATION:


This agreement is effective when signed by both parties and will remain in effect until terminated by either party or three years, whichever comes first. Amendments must be bilaterally executed in writing, signed by authorized representatives of both entities. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

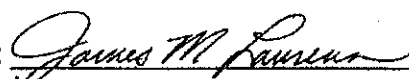
This agreement will be reviewed annually for compliance and effectiveness. Either party may terminate this agreement upon written notice to the other party not less than thirty (30) days before the proposed termination date. The requirement for thirty (30) days' notice may be waived by mutual written consent of both parties. In no case will any oral termination or amendment be effective outside these stated requirements.

IX. APPROVALS:

Veterans Health Administration

National AMBUCS, Inc.

By: 
Poonam Alaigh, MD
Acting Under Secretary for Health
Department of Veterans Affairs

By: 
Jay Laurens
Executive Director
National AMBUCS, Inc.

Date: 8/17/17

Date: 8/8/17