

Memorandum of Understanding
Between the
Department of Veterans Affairs (VA)
and
Indian Health Service (IHS)

I. Purpose: The purpose of this Memorandum of Understanding (MOU) is to establish coordination, collaboration, and resource-sharing between the Department of Veterans Affairs (VA) and Indian Health Service (IHS) to improve the health status of American Indian and Alaska Native Veterans. The goal of the MOU is to foster an environment that brings together the strengths and expertise of each organization to actively improve the care and services provided by both. The MOU establishes mutual goals and objectives for ongoing collaboration between VA and IHS in support of their respective missions and to establish a common mission of serving our nation's American Indian (AI) and Alaska Native (AN) Veteran. The MOU is intended to provide authority for a broad range of collaboration between the agencies that facilitate development of additional agreements around specific activities. It is the intent of this MOU to facilitate collaboration between IHS and VA, and not limit initiatives, projects, or interactions between the agencies in any way. The MOU recognizes the importance of a coordinated and cohesive effort on a national scope, while also acknowledging that the implementation of such efforts requires local adaptation to meet the needs of individual tribes, villages, islands, and communities, as well as local VA, IHS, Tribal, and Urban Indian health programs.

II. Authority: The Indian Health Care Improvement Act, 25 U.S.C. Sections 1645, 1647; 38 U.S.C. Sections 523(a), 6301-6307, 8153

III. Background: The mission of the Indian Health Service, in partnership with American Indian and Alaska Native people, is to raise their physical, mental, social and spiritual health to the highest level. The goal of IHS is to ensure that comprehensive, culturally acceptable personal and public health services are available and accessible to all American Indian and Alaska Native people. The foundation of IHS is to uphold the Federal Government's obligation to promote healthy American Indian and Alaska Native people, communities, and cultures and to honor and protect the inherent sovereign rights of Tribes.

The mission of the Department of Veterans Affairs is to "care for him who shall have borne the battle and his widow and orphan." Those words were spoken by Abraham Lincoln during his second inaugural address and reflect the philosophy and principles that guide VA in everything it does.

IHS and VA enter into this MOU to further their respective missions. This MOU builds upon decades of successful collaboration, as well as the 2003 MOU signed between IHS and VA. This MOU also conforms to the most current legislation. It is the intent of this MOU that, through appropriate coordination, collaboration, and resource sharing, both organizations will achieve greater success in reaching their organizational goals and in more effectively serving as stewards of public resources.

IV. Actions:

A. This MOU sets forth 5 mutual goals:

1. Increase access to and improve quality of health care and services to the mutual benefit of both agencies. Effectively leverage the strengths of the VA and IHS at the national and local levels to afford the delivery of optimal clinical care.
2. Promote patient-centered collaboration and facilitate communication among VA, IHS, American Indian and Alaska Native Veterans, Tribal facilities, and Urban Indian Clinics.
3. In consultation with tribes at the regional and local levels, establish effective partnerships and sharing agreements among VA headquarters and facilities, IHS headquarters and IHS, Tribal, and Urban Indian health programs in support of American Indian and Alaska Native Veterans.
4. Ensure that appropriate resources are identified and available to support programs for American Indian and Alaska Native Veterans.
5. Improve health-promotion and disease-prevention services to American Indians and Alaska Natives to address community-based wellness.

B. To further the goals of this MOU, VA and IHS agree to actively collaborate and coordinate:

1. To **increase access** to services and benefits of IHS and VA (including the Veterans Benefits Administration (VBA)) for AI/AN Veterans, by:
 - a. Expanding the highly successful Tribal Veterans Representative (TVR) program into the Indian health system, through integration into existing infrastructure.
 - b. Providing systematic training for Benefits Coordinators at IHS, Tribal, and Urban programs in eligibility requirements for VBA benefits and priority designations for VA services and tools to assist them with appropriate referrals for benefits and services.
 - c. Providing systematic training for appropriate VA staff on IHS services and IHS Contract Health Services (CHS) eligibility and tools to assist them with appropriate referrals for services.
2. To **improve coordination of care**, including co-management, for AI/AN Veterans served by both IHS, Tribal, or Urban Indian health programs and VA by:
 - a. Developing and testing of innovative approaches to improve coordination of care and dissemination of best practices.
 - b. Establishing standardized mechanisms for access by providers in one system to the electronic health records in the other system for patients receiving care in both systems.
3. To **improve care** through the development of health information technology, including the following:
 - a. Sharing of technology
 - i. Joint development of applications and technologies.
 - ii. Adaptation of applications and technologies developed by one agency to permit use by the other.
 - iii. Mechanisms for the exchange of funds to support this adaptation and sharing.
 - b. Interoperability of systems to facilitate sharing of information on common patients and populations

- c. The VA and IHS will develop processes to share information regarding planned development of applications and technologies to facilitate this collaboration.
 - d. The VA and IHS will develop standard, pre-approved language for inclusion in sharing agreements to support this collaboration.
- 4. To **enhance access** through the development and implementation of new models of care using new technologies, including:
 - a. Tele-health services such as tele-psychiatry and tele-pharmacy.
 - b. Services using mobile communication technologies.
 - c. Enhanced telecommunications infrastructure to support collaboration in remote areas.
 - d. Sharing of training programs and materials supporting these models of care.
 - e. Sharing of knowledge gained from testing of new models of care.
- 5. To **improve efficiency and effectiveness** of both the VA and IHS at a system level through:
 - a. Sharing of contracts and purchasing agreements that may be advantageous to both IHS and VA, supported by the development of:
 - i. Standard, pre-approved language for inclusion of one party into contracts and sharing agreements developed by the other.
 - ii. Processes to share information at an early stage of strategic planning to facilitate inclusion of one party into contracts and sharing agreements developed by the other.
 - b. Development of pre-approved templates for agreements to facilitate local, regional, and national collaborations.
 - c. Development of standard policies for use when IHS and VA facilities are co-located.
- 6. To **increase availability of services, in accordance with law**, by the development of payment and reimbursement policies and mechanisms to:
 - a. Support care delivered to eligible AI/AN Veterans served at VA and IHS.
 - b. Facilitate the sharing and coordination of services, training, contracts, and sharing agreements, sharing of staff, and development of health information technology and improved coordination of care as specified elsewhere in this agreement.
- 7. To **improve the delivery of care** through active sharing of care process, programs, and services with benefit to those served by both IHS and VA.
 - a. Examples of important collaborations currently underway include: the Consolidated Mail Outpatient Pharmacy, Post-Traumatic Stress Disorder, Home-Based Primary Care, and dementia care, but many additional opportunities exist and should be jointly pursued under this agreement. Especially valuable may be services where one party has unique expertise to share with the other, e.g. VA expertise in PTSD treatment and IHS expertise in diabetes management.

- b. To facilitate this sharing, IHS and VA will, in consultation with the Tribes, develop a strategic investment plan to identify high priority services and programs for collaboration and for possible joint investment of resources.
- 8. To **increase cultural awareness and culturally competent care** for VA and IHS beneficiaries. Recognizing that many cultures are represented in the populations served by IHS, Tribal and Urban Indian health programs and by VA, this will require:
 - a. Attention to cultural issues of importance in caring for American Indians and Alaska Native Veterans in the unique systems of care represented by VA and by IHS, Tribal, and Urban Indian health programs.
 - b. Attention to cultural issues of importance for the local Tribes and communities served.
- 9. To **increase capability and improve quality** through training and workforce development, including:
 - a. Sharing of educational and training opportunities and the development of joint training initiatives.
 - b. Provision of continuing education units (CEUs) and continuing medical education (CMEs) activities at VA training to Indian health staff and at Indian health training to VA staff.
 - c. Education of residents, students, preceptors, and staff in IHS, Tribal, Urban and VA settings.
 - d. Sharing and exchange of staff for training opportunities.
 - e. Sharing of existing on-line and satellite training resources.
 - f. Collaboration on development of training opportunities.
 - g. Development of processes to share information regarding planned or projected training opportunities to facilitate this collaboration.
- 10. To **increase access to care** through sharing of staff and enhanced recruitment and retention of professional staff, including:
 - a. Sharing of specialty services.
 - b. Joint credentialing and privileging of staff.
 - c. Joint training initiatives.
 - d. Sharing materials and training in the use of Title 38 wage and benefits system.
 - e. Joint facility/service planning.
 - f. Facilitation of the temporary assignment of Commissioned Officers to the VA
 - i. For short-term training and projects.
 - ii. For long-term training and service delivery
 - iii. For deployment through existing rapid deployment force (RDF) programs and other Public Health Service emergency staffing systems to meet the needs of the VA in responding to public health crises of a regional and national nature.
- 11. To **address emergency, disaster, and pandemic preparedness and response**, including:
 - a. Sharing of contingency planning and preparedness efforts, especially with regard to rural and vulnerable populations.
 - b. Joint development of materials targeting AI/AN Veterans and their families and communities.

c. Joint exercises and coordination of emergency response.

12. To accomplish the broad and ambitious goals of this agreement through the development of a joint Implementation Task Force to identify the strategies and plans for accomplishing the tasks and aims of this agreement, including:
- a. Development of joint workgroups for both short-term and ongoing work necessary to accomplish the aims of this agreement.
 - b. Regular meeting of IHS and VA leadership at multiple levels in the organizations to review progress and set priorities.
 - c. An annual report of activities accomplished under the auspices of this agreement.

V. Other Considerations:

A. VA and IHS will comply with all applicable Federal laws and regulations, including those regarding the confidentiality of health information and the release of information to the public. For example, Medical records of IHS and VA patients are Federal records and are subject to some or all of the following laws: the Privacy Act, 5 U.S.C. 552a; the Freedom of Information Act, 5 U.S.C. 552; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. 1101, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, 42 U.S.C. 4541, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1301, VA's Confidentiality of Certain Medical Records, 38 U.S.C. 7332; Confidential Nature of Claims, 38 U.S.C. 5701; Medical Quality Assurance Records Confidentiality, 38 U.S.C. 5705, and Federal regulations promulgated to implement those acts.

B. Care rendered under this MOU will not be part of a study, research grant, or other test without the written approval of both IHS and VA, subject to all appropriate IHS and VA research protocols.

C. VA and IHS agree to cooperate fully with each other in any investigations, negotiations, settlements or defense in the event of a notice of claim, complaint, or suit relating to care rendered under this MOU.

D. No services under this MOU will result in any reduction in the range of services, quality of care or established priorities for care provided to the Veteran population or IHS service population. Rather the intent of this MOU is to increase the efficiency of services rendered by VA and IHS.

E. VA will provide IHS employees with access to VA automated patient records maintained on VA computer systems to the extent permitted by applicable Federal confidentiality and security laws and policies. Additionally, IHS will likewise provide VA employees access to Veteran IHS records to the same extent permitted by applicable Federal confidentiality and security laws and policies.

F. Both parties to this MOU are Federal agencies and their employees are covered by the Federal Tort Claims Act, 28 U.S.C §§1346(b), 2671-2680, in the event of an allegation of negligence. It is agreed that any and all claims of negligence attributable to actions taken pursuant to this MOU will be submitted to legal counsel for both parties for investigation and resolution.

G. This MOU replaces and supersedes the MOU signed by the Department of Veterans Affairs and the Department of Health and Human Services on February 25, 2003.

VI. Termination: This MOU can be terminated by either party upon issuance of written notice to the other party not less than 30 days before the proposed termination date. The 30 days notice may be waived by mutual written consent of both parties involved in the MOU.

VII. Effective Period: VA and IHS will review the MOU annually to determine whether terms and provisions are appropriate and current.

VIII. Severability: If any term or condition of this MOU becomes invalid or unenforceable, such term or provision shall in no way affect the validity or enforceability of any other term or provision contained herein.

FOR THE DEPARTMENT OF
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OCT 01 2010

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Date

Date