

Memorandum of Understanding
Between the
United States Department of Veterans Affairs Veterans Health Administration
and
United States Department of Health and Human Services Indian Health Service

I. Purpose: The purpose of this Memorandum of Understanding (MOU) is to establish a framework for coordination and partnering to leverage and share resources and investments in support of each organization's mutual goals. The United States (U.S.) Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and the U.S. Department of Health and Human Services (HHS) Indian Health Service (IHS) recognize and respect the sovereign status of tribal governments and the important role that tribal governments and Urban Indian Organizations have in the delivery of health care services to American Indian and Alaska Native (AI/AN) Veterans. Accordingly, VHA and IHS recognize the value of tribal input into the policies, programs and services that effect AI/AN Veterans. Although this MOU may serve as an agreement between two Federal agencies, both agencies commit to engaging in communication, collaboration, Tribal Consultation, and Urban Confer consistent with their respective policies, applicable statutes, regulations, and Executive Order(s).

With full delegated authority of VA and HHS Secretaries, VHA and IHS enter into this MOU to provide authority for a broad range of collaboration and resource sharing between the agencies that facilitates development of additional agreements around specific activities. This MOU recognizes the importance of coordinated and cohesive efforts on a national scope, while acknowledging that implementation of such efforts requires local adaptation through an agreement to meet the needs of individual Veterans and their families, as well as any local VHA, IHS, Tribal Health Program¹ (THP), and Urban Indian Organization (UIO).²

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.

¹ The term "tribal health program" means an Indian tribe or tribal organization that operates any health program, service, function, activity, or facility funded, in whole or part, by the IHS through, or provided for in, a contract or compact with the IHS under the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 et seq.) 25 U.S.C. § 1603(25).

² The term "Urban Indian organization" means a nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in 25 U.S.C. § 1653(a). 25 U.S.C. § 1603(29).

III. Background: The mission of IHS is to raise the physical, mental, social and spiritual health of American Indians and Alaska Natives to the highest level. The vision of IHS is healthy communities and quality health care systems through strong partnership and culturally responsive practices. IHS will achieve its mission through three strategic goals: to ensure that comprehensive, culturally appropriate personal and public health services are available and accessible to AI/AN people; to promote excellence and quality through innovation of the Indian health system into an optimally performing organization; and, to strengthen IHS program management and operations.

The mission of VA 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. VA's priorities in service to all Veterans include:

1. Provide Veterans with greater choice in health care;
2. Focus resources in things that matter to Veterans;
3. Modernize VA;
4. Improve timeliness of services; and
5. Prevent suicide.

VHA and IHS enter into this MOU to further their respective missions and priorities. This MOU builds upon decades of successful collaboration, including the 2003 and the 2010 VA and IHS MOUs. This MOU conforms to the most current legislation. VA and IHS agreed with the recommendation made in the June 2014 U.S. Government Accountability Office (GAO) report to establish written policy or guidance designating specific roles and responsibilities for agency staff to hold leadership accountable and improve implementation and oversight of the MOU. Health Care Access: Improved oversight, accountability, and prioritization can improve access for Native American Veterans (Publication No. GAO-14-489).

The intent of this MOU is to ensure that that both organizations achieve greater accountability, prioritization and success in service to AI/AN Veterans, and more effectively serve as stewards of public resources. This will be accomplished through coordination, collaboration and resource sharing.

IV. Mutual Goals: To the maximum extent permitted by law, available resources, and funding, VHA and IHS will coordinate and partner to leverage and share the resources and investments in support of the following four goals:

1. Access – Increase access and improve quality of health care and services for the benefit of eligible AI/AN Veteran patients served by VHA and IHS. Effectively leverage the strengths of VHA and IHS at the national, regional and local levels to support the delivery of timely and optimal clinical care.

2. Patients – Facilitate enrollment and seamless navigation for eligible AI/AN Veterans in VHA and IHS health care systems.
3. Information Technology – Facilitate the integration of electronic health records and other Health Information Technology systems that affect the health care of AI/AN Veterans.
4. Resource Sharing – VHA and IHS will improve access for their patient populations through resource sharing, including technology, providers, training, human resources, services, facilities,³ communication, and reimbursement,⁴ etc.

V. Mutual Objectives: To achieve the MOU's four goals, VHA and IHS agree to actively collaborate and coordinate on the mutual goals listed above, and the objectives that come from these goals:

1. Access
 - a. Build on the successes of the 2010 MOU, through performance monitoring of the implementation of the MOU through joint VHA and IHS quarterly meetings to discuss and monitor MOU metrics.
 - b. Develop, coordinate, and expand new ways to connect facilities operated by VHA, IHS, THPs and UIOs.
2. Patients
 - a. Improve care coordination processes between facilities operated by VA, IHS, THPs and UIOs, as authorized by law.
 - b. Develop, coordinate, and expand evidence-based training programs for patient navigation specialists from VA, IHS, THP and UIO programs to assist AI/AN Veterans in navigating VA, IHS, THP and UIO care systems.

³ The IHS Director may enter into (or expand) arrangements for the sharing of medical facilities and services between the IHS, THPs, the Department of Veterans Affairs, and the Department of Defense. The IHS Director may not finalize any arrangement between the IHS and a Department without first consulting with the Indian tribes which will be significantly affected by the arrangement. 25 U.S.C. § 1645(a).

⁴ The IHS, an Indian tribe, a tribal organization, or a UIO shall be reimbursed by the Department of Veterans Affairs or the Department of Defense (as the case may be) where services are provided through the IHS, an Indian tribe, or a urban Indian organization to beneficiaries eligible for services from either such Department, notwithstanding any other provision of law. 25 U.S.C. § 1645(c).

- c. Improve and expand utilization of the VHA consolidated mail outpatient pharmacy by IHS and THP care providers, including options to extend access to UIOs and non-Resource and Patient Management System electronic health record (EHR) sites.

3. Information Technology

- a. Closely monitor the development of new Health Information Technology systems and advocate for full interoperability of VA, IHS, THP and UIO EHR systems to the fullest extent allowable.
- b. Develop robust Health Information Exchange systems among VHA, IHS, THP and UIO care systems where they currently do not exist.
- c. Monitor and continue to advocate for increased use of telehealth systems to connect VA, IHS, THP and UIO care facilities to provide patient care closer to home for AI/AN Veterans, including mental and behavioral health care services.
- d. Monitor and continue to advocate for increased access to broadband services in rural and remote locations where AI/AN Veterans reside.

4. Resource Sharing

- a. Promote collaboration to share services and health care providers between VA, IHS, and THP care facilities, and UIOs, to the fullest extent allowable by law.
- b. Evaluate new options to reimburse all services provided to AI/AN Veterans at IHS and THP facilities, and UIOs, to the fullest extent allowable by law.
- c. Expand telehealth programs that connect VHA, IHS, THP and UIO care facilities to facilitate virtual provider-sharing arrangements.
- d. Develop and expand collective resources and learning options, including, but not limited to, training, research and development, collaboration, communications, Tribal Consultation, Urban Confer, etc. For example, ex officio participation in HHS and VA advisory committees (e.g., HHS National Advisory Committee on Rural Health and Human Services, VA Veterans Rural Health Advisory Committee, IHS Direct Service Tribes Advisory Committee, IHS Tribal Self-Governance Advisory Committee, etc.).

V. Operational Planning: To facilitate attainment of our mutual goals and objectives, VHA and IHS will work together to create an operational plan each fiscal year. The plan will include the goals and objectives specified above, as well as the tactics used to attain them. The plan will also specify points of contact, workgroups, targets and metrics created to evaluate processes and assess outcomes. VHA and IHS will jointly review and renew the Operational Plan each fiscal year.

VI. Other Considerations:

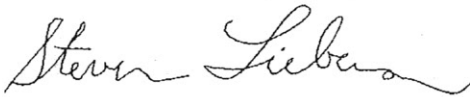
1. VHA and IHS will comply with all applicable Federal laws and regulations, including those regarding the confidentiality of health information and the release of information to the public. For example, medical records of VHA and IHS patients are Federal records, and as such, are subject to some, or all, of laws that follow: the Privacy Act, 5 U.S.C. 552a; the Freedom of Information Act, 5 U.S.C. 552; Confidentiality of Records, 42 U.S.C. 290dd-2; the Health Insurance Portability and Accountability Act of 1996; 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.
2. Care rendered under this MOU will not be part of a study, research grant, or other test, without the written approval of both VHA and IHS, subject to all appropriate VA, IHS and tribal research protocols.
3. VA and IHS agree to cooperate fully with each other in any investigation, negotiation, settlement, or defense in the event of a notice of claim, complaint, or suit relating to health care rendered under this MOU.
4. 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 the IHS populations. Rather, the intent of this MOU provides a framework for collaboration between VHA and IHS to increase the efficiency of services rendered by VHA and IHS.
5. VHA will provide authorized IHS employees with access to VHA 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 authorized VHA employees with access to patient records of AI/AN Veterans maintained by IHS to the same extent permitted by applicable Federal confidentiality and security laws and policies.
6. Both parties to this MOU are Federal agencies and their employees are covered by the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b), 2671-2680, in the event of an allegation of negligence. It is agreed that any and all claims of negligence attributable to an action or actions taken pursuant to this MOU will be submitted to legal counsel for both parties for investigation and resolution.

7. This MOU does not authorize the expenditure or reimbursement of any funds. This MOU does not create a binding contractual obligation, obligate either Party to expend appropriations or other monies or enter into any contract or other obligation, or create any rights between the Parties. Should any exchange of funds or resources be necessary, the Parties will first enter into a supplemental binding instrument.
8. This MOU replaces and supersedes the MOU signed on October 1, 2010, by the VA Under Secretary for Health and IHS Director.

VII. 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-day notice may be waived by mutual written consent of both parties involved in the MOU.

VIII. Effective Period: VHA and IHS will review the MOU at least annually to determine whether terms and provisions are appropriate and current.

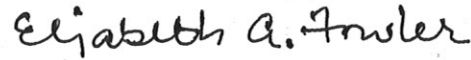
IX. Severability: If any term or provision of this MOU becomes invalid or unenforceable, such term or provision shall in no way affect the validity or enforceability of any other term or provision contained herein.



Steven L. Lieberman, M.D.
Acting Under Secretary for Health

September 29, 2021

Date



Elizabeth A. Fowler
Acting Director

OCT 01 2021

Date