

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS, OFFICE OF JUSTICE SERVICES
AND
THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE

MEMORANDUM OF UNDERSTANDING (“agreement”) effective as of December 2, 2015 between the Indian Health Service (“IHS”) having its principal office located at 5600 Fishers Lane, Rockville, MD 20857 and the Bureau of Indian Affairs, Office of Justice Services (“OJS”) having its principal office at 1849 C St NW., Washington, D.C. 20240.

Whereas, IHS agrees to provide, and OJS agrees to receive, initial and refresher (as appropriate) training for the usage of naloxone hydrochloride (hereinafter “naloxone”) as applied to opioid overdosed individuals. OJS agrees to maintain a record of those trained for quality assurance and data purposes.

Whereas, IHS agrees to provide naloxone and OJS agrees to receive naloxone. OJS agrees to properly store and maintain an inventory of the naloxone and will return damaged or expired medication to IHS for replacements. OJS will maintain a count of missing or lost doses and report as needed to receive replacement doses.

Whereas, OJS’s law enforcement officers will complete the BIA deployment report form following the administration of naloxone intervention for data collection purposes. OJS working with IHS will ensure appropriate data elements for both entities are captured. OJS will serve as the repository for the BIA deployment report form and will provide the deployment reports to IHS’s Division of Behavioral Health when requested. The data provided to IHS will not include individually identifiable information subject to the Privacy Act.

Whereas, OJS intends to provide the naloxone, without a charge to the recipients, to OJS law enforcement personnel who have been trained as IHS opioid overdose responders.

Now, Therefore, in consideration of the mutual promises set forth, the parties agree as follows:

1. **Term of Agreement.** The term of this agreement shall be from December 2, 2015 through September 30, 2016 (Term), with renewal options subject to IHS approval, budget appropriations, and the availability of funds, unless terminated earlier pursuant to paragraph 4 of this agreement.
2. **Modification and Amendment.** This agreement may be modified and/or amended, in writing, as mutually agreed upon by IHS and OJS.
3. **Availability of Appropriations.** IHS obligations under this agreement are limited to the availability of appropriations and the IHS allocation of its appropriation. If, after signing this agreement, the federal funding anticipated to be available to IHS and necessary for payment for any and all fiscal years included in the term of this agreement are reduced but not eliminated, IHS shall notify OJS in writing within 10 days of being notified of such reduction.
4. **Termination.** This agreement may be terminated without cause, by either party upon sixty (60) days written notice to the other party, or by the IHS upon thirty (30) days written notice to OJS if the public funds anticipated to be allocated for this purpose are no longer available.
5. **Confidentiality of Records.** It is not intended that any records will be transferred pursuant to this agreement. Should there be any access to individually identifiable information, the IHS and OJS agree to hold all such information obtained, learned or developed under, or in connection with, this agreement confidential in accordance with applicable federal, state and local laws, rules and regulations.
6. **Eligibility.** The naloxone interventions will be provided by IHS for use by OJS with IHS beneficiaries pursuant to 42 C.F.R. § 136.12.
7. **Non-exclusive.** This agreement does not restrict either party from participating in similar activities or arrangements with other entities.
8. **Subject to funding availability.** All activities under this agreement are subject to the availability of sufficient appropriated federal funds for both parties and no provision shall be interpreted to require obligation or payment of federal funds in advance or excess of appropriations.
9. **Notices** All notices and requests under this agreement by either party shall be in writing and directed to the address of the parties as follows

Notices to Indian Health Services shall be mailed to:

Susan V. Karol M.D. F.A.C.S.

Chief Medical Officer

2600 Fishers Lane.

Rockville, MD 20857

Notices to Bureau of Indian Affairs, Office of Justice Services

Darren Cruzan

Director

1849 C street NW

Washington D.C. 20240

In Witness Whereof, the parties hereby execute this agreement on the date set opposite their respective signatures.

Indian Health Service

By: /Robert G. McSwain/ date: 12/2/15

Office of Justice Services

By: /Darren Curzan/ date: 12/8/15