

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 the sovereign status of tribal governments and value the important role that both tribal governments and Urban Indian Organization (UIOs) have in the delivery of health care services to American Indian and Alaska Native (AI/AN) Veterans. Accordingly, the VHA and the 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 the VA and HHS Secretaries to do so, the VHA and the IHS enter into this MOU to facilitate a broad range of collaboration between the agencies that will allow for the development of additional agreements around specific activities. This MOU recognizes the importance of coordinated and cohesive effort on a national scope, while acknowledging that implementation of such efforts may require local adaptation through a local MOU<sup>1</sup> to meet the needs of individual Veterans and their families, as well as local VHA, IHS, Tribal Health Programs<sup>2</sup> (THPs), and UIOs<sup>3</sup>.

**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

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<sup>1</sup> The term “local memorandum of understanding” means a MOU between the Secretary of Health and Human Services (or a designee, including the IHS Director or the director of any IHS Area Office) and the Secretary of Veterans Affairs (or a designee) to implement this MOU.

<sup>2</sup> The term “tribal health program” means an Indian tribe or tribal organization that operates any health program, service, function, activity, or any 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).

<sup>3</sup> 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 the IHS is to raise the physical, mental, social, and spiritual health of AI/AN to the highest level. The vision of the IHS is healthy communities and quality health care systems through strong partnership and culturally responsive practices. The 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 the 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 the VA in everything it does. The 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.

The 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 VHA and IHS MOUs. The 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).

It is the intent of this MOU that, through coordination, and collaboration, both organizations will achieve greater accountability, prioritization, and success in service to AI/AN Veterans, as well as more effectively serve as stewards of public resources.

**IV. Mutual Goals:** To the maximum extent permitted by law, available resources, and funding, the VHA and the 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 to the benefit of eligible AI/AN Veteran patients served by the VHA and IHS. Effectively leverage the strengths of the VHA and the IHS at the national, regional and local levels to afford the delivery of timely, 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 information technology systems that affect the health care of AI/AN Veterans.
4. Resource Sharing – The VHA and the IHS will improve access for their patient populations through resource sharing, including technology, providers, training, human resources, services and facilities, communication, reimbursement, etc. 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.

**V. Mutual Objectives:** To achieve the MOU's four goals, the VHA and the 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. For example, in the area of reimbursement agreements, monitor the continued administration of the structure of the financial relationship between the VHA and the IHS as it relates to reimbursement agreements and health care services in the community for AI/AN Veterans.
  - b. Develop, coordinate, and expand new ways to connect facilities operated by the VHA, the IHS, THPs, and UIOs.
2. Patients
  - a. Improve care coordination processes between facilities operated by the VHA, IHS, THPs, and UIOs, as authorized by law.

- b. Develop, coordinate, and expand evidence-based training programs for VHA, IHS, THP, and UIO patient navigation specialists to assist AI/AN Veterans in navigating VHA, IHS, THP, and UIO care systems.
- c. Improve and expand utilization of the VHA consolidated mail outpatient pharmacy by IHS and THPs care providers, including exploring 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 VHA, IHS, THP and UIO EHR systems to the fullest extent allowable.
- b. Develop robust Health Information Exchange (HIE) systems among VHA, IHS, THPs, and UIOs care systems where they currently do not exist.
- c. Monitor and continue to advocate for increased use of telehealth systems to connect VHA, IHS, THP, and UIO care facilities to provide patient care, including mental and behavioral health care, to AI/AN Veterans closer to home.
- 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 VHA, IHS, and THPs 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 THPs facilities.
- c. Expand telehealth programs that connect VHA, IHS, THPs, and UIOs Care facilities to facilitate virtual provider sharing.
- 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 the mutual goals and objectives in this MOU, the VHA and the 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 measure processes and outcomes. The VHA and the IHS will jointly review, revise (as appropriate), and renew the Operational Plan each fiscal year.

## **VI. Other Considerations**

1. The VHA and the 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 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; 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. The 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, the IHS will likewise provide authorized VHA employees with access to patient records of AI/AN Veterans maintained by the IHS to the same extent permitted by applicable federal confidentiality and security laws and policies.
3. 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 actions taken pursuant to this MOU will be submitted to legal counsel for both parties for investigation and resolution.
4. This MOU replaces and supersedes the MOU signed by the VA Under Secretary for Health and IHS Director on October 1, 2010.
5. 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.

**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:** The 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 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.