

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

**4-OCPS-17-0010**

INTERDEPARTMENT UNDERSTANDING ("agreement") effective as of October 1, 2016 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, a "train the trainer" program for OJS training staff who will then provide ongoing training to new recruits for the usage of naloxone hydrochloride (hereinafter "naloxone") as applied to opioid overdosed individuals. IHS will develop a training manual for OJS to provide training services. OJS agrees to maintain a record of those trained for quality assurance and data purposes, to be reported to the IHS Principal Pharmacy Consultant on a quarterly basis.

**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 quarterly 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 deployment reports to IHS's Principal Pharmacy Consultant on a quarterly basis. IHS will provide a report of the number of naloxone kits provided to OJS on a quarterly basis. The data collected 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 begin October 1, 2016 and remains in effect until it is terminated by either party as outlined in paragraph 4.
2. **Modification and Amendment.** This agreement may be modified and/or amended, in writing, as mutually agreed upon by IHS and OJS.
3. **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.
4. **Confidentiality of Records.** Individually identifiable information will not be transferred pursuant to this agreement. Should individually identifiable information be transmitted, 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 rules and regulations and inform the transmitting party.
5. **Eligibility.** The naloxone interventions will be provided by IHS for use by OJS with IHS beneficiaries pursuant to 42 C.F.R. § 136.12.
6. **Non-exclusive.** This agreement does not restrict either party from participating in similar activities or arrangements with other entities.
7. **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.
8. **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:

CAPT Kevin Brooks, RPh, MHA  
Principal Pharmacy Consultant  
Indian Health Service Headquarters  
5600 Fishers Lane, MAIL STOP 08N34A  
Rockville, MD 20857  
[Kevin.Brooks@ihs.gov](mailto:Kevin.Brooks@ihs.gov)

Notices to Bureau of Indian Affairs

Jason Thompson  
Acting Director, Office of Justice Services  
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.

FOR THE INDIAN HEALTH SERVICE

By: Elizabeth A. Fowler date: 4/6/2017  
ELIZABETH A. FOWLER  
DEPUTY DIRECTOR FOR MANAGEMENT OPERATIONS

FOR THE BUREAU OF INDIAN AFFAIRS - OFFICE OF JUSTICE SERVICES

By: Jason Thompson date: 5/8/2017  
JASON THOMPSON  
ACTING DIRECTOR