

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

FEDERAL BUREAU OF PRISONS
DEPARTMENT OF JUSTICE

AND THE

INDIAN HEALTH SERVICE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

for mutual training assistance and project collaboration

This Memorandum of Understanding (MOU) or Collaborative Agreement (Agreement) is entered into between the Federal Bureau of Prisons (BOP) in the United States Department of Justice (DOJ), and the Indian Health Service (IHS) in the United States Department of Health and Human Services (HHS), who hereby agree as follows:

I. PURPOSE AND SCOPE

- A. This MOU is intended to affirm a collaboration between the parties relative to select projects involving active IHS and BOP pharmacists; integrate and enumerate these collaborations to support strategic planning within the parties' pharmacy programs; and identify ways of working together effectively to maximize training resources, thereby assisting each party in maintaining innovation and excellence in professional practice and improving the health outcomes of its clients while offering unique career opportunities to its pharmacist professionals.
- B. This Agreement supercedes all previously executed agreements between the parties on the same subjects addressed herein.
- C. This Agreement shall not affect any pre-existing relationship or obligation between the parties on any other subject not addressed herein.

II. AUTHORITY

The parties are authorized to enter into this agreement by the Government Employees Training Act (GETA), 5 U.S.C. Ch 41 (§ 4101 et seq).

III. PERIOD OF AGREEMENT

This Agreement becomes effective upon the date of signature of both parties, and shall remain in effect for five (5) years, unless terminated sooner as provided herein.

IV. AREAS OF COLLABORATION

IHS and BOP shall work together in mutually beneficial projects as follows:

A. Training

Training resources shall be shared to extent available and appropriate to support and assist pharmacists in both agencies to attain similar professional experiences and opportunities. In accordance with appropriate provisions of GETA, either party may reimburse the other party for unfunded training expenses via separate inter-agency agreements between the parties.

B. National Clinical Pharmacy Specialist (NCPS) Initiative

BOP shall appoint a minimum of one BOP Pharmacist and one BOP physician to participate in the IHS established NCPS Credentialing Committee as defined within the Committee's By-laws, thereby promoting uniform clinical competency among pharmacists via national standards and the granting of NCPS certification to qualified BOP pharmacists who apply for NCPS certification.

C. Communication

Promote and assist the development of communications between IHS and BOP pharmacy programs and pharmacists and assist with the maintenance of clinical pharmacy websites by contributing links and/or resources that may increase usage, understanding, training, access and

tools for other pharmacy professionals. Each party shall ensure that all shared information is secure and in compliance with the Privacy Act and federal computer security statutes, regulations and policies.

V. FINANCIAL PROVISIONS

A. Each party shall be responsible for its own costs in implementing this agreement. No funds will be transferred with this agreement.

B. Anti-Deficiency Act

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341 by obligating either party to any expenditure or obligation of funds in excess or in advance of appropriations.

VI. GENERAL PROVISIONS

A. Modifications

Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written agreement of both parties.

B. Termination

This Agreement may be terminated by either party upon thirty (30) days written advanced notice to the other party, or at any time by mutual written concurrence.

C. Survival and Severability

1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding the termination.

2. If any provision is determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

3. This Agreement shall remain in effect during the term in office of any succeeding leadership of

the parties, unless modified or terminated as provided herein.

D. Liability

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to federal law. Neither party agrees to insure, defend or indemnify the other party.
2. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party, e.g. an institution disturbance; a natural or man-made disaster.
3. Each party shall cooperate with the other party in the investigation/resolution of administrative actions and/or litigation arising from conduct related to the responsibilities and procedures addressed herein.
4. Other Third Party Claims.

This agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

E. Dispute Resolution

In the event of a dispute between the parties, the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually agreeable to the parties. In the event that local efforts are unsuccessful, the matter will be elevated to appropriate management levels of both parties for resolution.

F. Contact Persons

Each party shall provide to the other party, and update as necessary, the name, position, telephone numbers and mail/e-mail addresses for persons authorized to implement this Agreement.

At time of signature, each party has designated the following contact persons:

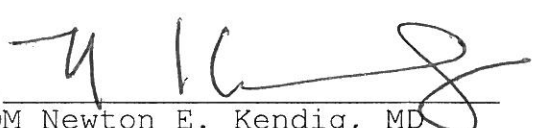
For IHS: CAPT Scott Giberson
National HIV/AIDS Principal Consultant
NCPS Credentialing Committee
801 Thompson Ave, Suite 342
Rockville, MD 20852
301) 443-2449
Scott.giberson@ihs.gov

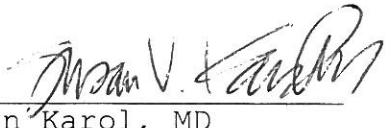
For BOP: CDR Michael Shiber
Chief, Clinical Pharmacy Programs
Federal Bureau of Prisons
320 First St NW
Washington, DC 20534
(202) 353-4758
Mjshiber@bop.gov

IN WITNESS WHEREOF, the undersigned, duly-authorized officers have subscribed their names on behalf of the Federal BOP and the IHS:

ACCEPTED:
FEDERAL BUREAU OF PRISONS

ACCEPTED:
INDIAN HEALTH SERVICE

By: 
RADM Newton E. Kendig, MD
Assistant Director/Medical Director
Health Services Division

By: 
Susan Karol, MD
Chief Medical Officer
Indian Health Service

Date: 11.17.08

Date: 12/3/08