

**MEMORANDUM OF UNDERSTANDING  
FOR PLANNING A RURAL TELEHEALTH INITIATIVE  
AMONG THE  
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
U.S. DEPARTMENT OF AGRICULTURE  
AND  
THE FEDERAL COMMUNICATIONS COMMISSION**

The Rural Telehealth Initiative (the RTI or the Initiative) described in this Memorandum of Understanding (MOU) is a joint effort among the signatory federal agencies to collaborate and share information to address health disparity issues, resolve service provider challenges, and promote broadband services and technology to rural areas in America. The U.S. Department of Health and Human Services (HHS), the U.S. Department of Agriculture (USDA), and the Federal Communications Commission (FCC), collectively referred to as “Federal Partners,” agree to work together to collaborate and share information to plan and establish the RTI in accordance with their respective missions and legal authorities.

HHS is the executive federal agency whose mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services. HHS agencies, including the Centers for Medicare & Medicaid Services (CMS) and the Health Resources and Services Administration (HRSA), are active in the funding of health care, promoting access to health care, and developing payment and service delivery models, pursuant to statutory authority. HHS and its component agencies, including the CMS and HRSA, wish to collaborate on the Initiative, in accordance with their respective legal authorities and missions.

CMS is a component agency of HHS that is responsible for oversight of the Medicare program, the federal portion of the Medicaid program and State Children's Health Insurance Program (CHIP), the Health Insurance Marketplace, and related quality assurance activities. CMS, through its Center for Medicare and Medicaid Innovation (Innovation Center), is authorized under section 1115A of the Social Security Act (42 U.S.C. § 1315a) to test innovative payment and service delivery models that have the potential to reduce Medicare, Medicaid, and CHIP expenditures while preserving or enhancing the quality of care for such beneficiaries.

HRSA is a component agency of HHS that is primarily responsible for improving health care of people who are geographically isolated, economically or medically vulnerable. Its mission is to improve health outcomes and address health disparities through access to high quality services, a skilled health workforce, and innovative, high-value programs. HRSA programs help those in need of high-quality primary health care, people living with HIV/AIDS, pregnant women, mothers, and families. HRSA also supports the training of health professionals, the distribution of providers to areas where they are needed most and improvements in health care delivery.

USDA is the primary federal agency that supports rural America. Through its Rural Development (RD) mission area, and seven other mission areas, USDA works to improve the economy and quality of life in rural America. Each of the three agencies within RD—Rural Housing Service (RHS), Rural Business Service (RBS), and Rural Utilities Service (RUS)—all have a unique role in supporting rural health.

RHS operates the Community Facilities direct and guaranteed loan and grant programs. The Community Facilities direct loan and grant programs provide funding to develop essential community

facilities, including the financing of hospital improvements and the purchase and installation of telehealth equipment, in rural communities of 20,000 or less. The 2018 Farm Bill authorized these programs to give priority for the development of essential community facilities for the prevention, treatment and recovery of substance use disorders, including telehealth facilities. The guaranteed loan program provides a credit enhancement designed to bolster the availability of commercial bank credit for essential community facilities, including hospitals and telehealth, in rural communities up to 50,000.

RBS administers the Business & Industry (B&I) program in USDA RD, which provides loan guarantees to commercial lenders on loans to rural businesses. Businesses located in rural communities that are in the healthcare industry or service industries supporting healthcare related businesses are eligible borrowers under the B&I program.

RUS operates the Distance Learning and Telemedicine (DLT) program, which provides grants for equipment needed to deliver telemedicine service and distance learning curriculums benefiting rural communities of 20,000 or less. The DLT program helps rural communities use the unique capabilities of telecommunications to connect students, patients, and medical facilities around the world, overcoming the effects of remoteness and low population density.

The FCC is an independent federal agency created by the Communications Act of 1934, 47 U.S.C. § 151, *et seq.*, for the “purpose of regulating interstate and foreign commerce in communication by wire and radio so as to make available, so far as possible, to all the people of the United States . . . a rapid, efficient, Nation-wide, and world-wide wire and radio communication service with adequate facilities . . . for the purpose of promoting safety of life and property through the use of wire and radio communication.” Through the federal Universal Service Fund and its four component programs, the FCC’s mission is to advance the goals of universal service—that all Americans have access to robust, affordable broadband and voice services. The four universal service programs are the Rural Health Care program, which provides funding for telecommunications and broadband services to eligible healthcare providers; the High-Cost program, which provides support for the deployment of modern communications networks capable of providing broadband and voice service to rural, insular, and high-cost areas; the Lifeline program, which provides eligible low-income consumers discounts on qualifying communications services; and the E-Rate program, which provides funding for broadband to schools and libraries.

The FCC also oversees and administers the Connected Care Pilot Program, a three-year, \$100-million universal service pilot that will examine how the Universal Service Fund can help support connected care services and defray health care providers’ costs of providing patient care directly to low-income Americans and veterans, as well as the COVID-19 Telehealth Program, which will provide \$200 million in immediate funding to health care providers for connected care services and devices in response to the ongoing COVID-19 pandemic.

## **I. AUTHORITY**

HHS enters this MOU under the authority of title XVII of the Public Health Services (PHS) Act. Additionally, HHS component agencies with relevant missions and authority are as follows: (i) The Innovation Center has the authority to enter into this MOU in accordance with 42 U.S.C. 1315a; and (ii) HRSA has the authority to enter into this MOU in accordance with 42 U.S.C. § 912(b)(5).

USDA enters this MOU pursuant to 7 U.S.C. § 2204b, which permits the Secretary of Agriculture to coordinate nationwide rural development and identify factors which restrict accessibility to such programs in rural areas, and Section 6212 of the 2018 Farm Bill, Pub. L. 115-334, which promotes the coordination of federally supported broadband programs by collecting and sharing data on rural broadband deployment.

FCC enters into this MOU in furtherance of its responsibility to promote the deployment of fixed and wireless broadband services and in accordance with its authority to organize the work of the FCC, including coordination with other government agencies. *See* 47 U.S.C. §§ 151, 154(j).

## II. BACKGROUND

There are 57 million rural residents in the United States spread over 80 percent of the country's landmass. This population plays a key role in producing the food we eat and the energy we rely on, while also serving as an integral part in the national economy.<sup>1</sup> Rural Americans also face a number of unique health challenges.

- A number of rural hospitals are closing<sup>2</sup> or are at a high degree of financial risk.
- A lack of access to broadband and broadband related health care services.
- Supply and demand issues in a one-size-fits-all health care system.
- Infrastructure related challenges due to both solvency issues and overly burdensome regulations.
- Fewer and fewer of these facilities are delivering babies.<sup>3</sup>
- The ability to recruit and retain physicians, nurses, and all other types of providers—long a challenge in rural America—continues to affect access to care.
- **Rural residents are more likely to die from four of the leading causes of avoidable or excess death (cancer, unintentional injury, heart disease, and chronic lower respiratory disease) than their urban counterparts.**<sup>4</sup>

The Administration recognizes that rural communities play a critical role in the national economy and represent a wide cross section of the unique nature of our national geography. The residents of these small towns also face a number of unique challenges in terms of health and economic prosperity. Rural residents tend to be older, have higher rates of chronic disease with higher mortality and lower life expectancy. The programs administered by HHS, USDA, and FCC play a key role in helping to address these issues, and in conjunction can complement each other successfully. For that reason, Secretary Azar, Secretary Perdue, and Chairman Pai have started a cross-cutting, multi-Department Rural Task Force to look across the relevant Administration programs and provide a path forward for health care in rural America recognizing particular needs in technology, infrastructure, and freedoms to provide health care tailored to these communities' needs.

## III. PURPOSE AND SUBSTANCE OF UNDERSTANDING

The purpose of this MOU is to establish and formalize a framework for collaboration and coordination among the Federal Partners in areas of mutual interest with a particular focus on the design and implementation of activities to support the Initiative. It is expected that such collaboration and coordination will improve knowledge and understanding between the Federal Partners and increase the efficiency of their respective regulatory and administrative processes.

### A. Intent to Collaborate

In compliance with applicable laws, regulations, and policies, and in accordance with the Federal Partners' respective authorities, the Federal Partners intend to collaborate in areas of mutual interest to the

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<sup>1</sup> <https://www.usda.gov/sites/default/files/documents/rural-prosperity-report.pdf>.

<sup>2</sup> <https://www.shepscenter.unc.edu/programs-projects/rural-health/rural-hospital-closures/>.

<sup>3</sup> <https://www.healthaffairs.org/doi/full/10.1377/hlthaff.2017.0338>.

<sup>4</sup> [https://www.cdc.gov/mmwr/volumes/66/ss/ss6602a1.htm?s\\_cid=ss6602a1\\_w](https://www.cdc.gov/mmwr/volumes/66/ss/ss6602a1.htm?s_cid=ss6602a1_w).

Federal Partners and to share their complementary technical and policy expertise designing and implementing activities to support the Initiative, including on the following initial project areas:

1. Establish an interagency RTI Task Force.
2. Appoint agency representatives to participate in the RTI Task Force.
3. Convene meetings of the RTI Task Force.
4. Consider future recommendations and/or guidelines.
5. Exchange of agency expertise, scientific and technical information, data, and publications, as needed.

#### **B. Information Sharing**

To the extent feasible and subject to applicable laws, regulations, and policies, the Federal Partners expect to establish procedures to share information that each Federal Partner recognizes will be useful to the other Federal Partners in the performance of its duties under this MOU or in improving its general knowledge and understanding of developments and regulatory concerns regarding the Initiative. The following general practices would apply for any such procedures established by the Federal Partners:

1. The Federal Partners expect that initial requests for information will be made by and transmitted to the Federal Partner liaison officer designated according to Section III.E of this MOU. Subsequent communications pertaining to such requests may occur between other staff as outlined in each initial request for information.
2. The Federal Partners understand that each of the Federal Partners may individually decide, in its sole discretion, not to share information or expertise in response to a particular request for information or to limit the scope of information and expertise sharing in response to a particular request.
3. A decision not to share information in response to a specific request may be based on several factors, including, for example, the amount of resources necessary to fulfill the request, confidentiality of the information, the reasonableness of the request, the responding Federal Partner's priorities, or legal restrictions. In the event that the Federal Partners cannot reach consensus to share or not to share information, then the Federal Partners expect that the issue will be referred to the respective Federal Partner's signatory for resolution.

#### **C. Publicity**

All press releases related to the MOU will be mutually agreed upon by the Federal Partners, as necessary and appropriate, and jointly handled consistent with each Federal Partner's internal guidelines or directives regarding press releases.

#### **D. Use of Federal Partners Logos or Emblems**

The Federal Partners agree that the respective logos of each of the Federal Partners and their component agencies may only be used in a manner consistent with applicable law and with prior express written permission of the Federal Partners and their respective component agencies. For HHS, section 1140 of the Social Security Act, 42 U.S.C. § 1320b-10, governs the requirements specific to Medicare, Medicaid, CMS, and HHS. For USDA, 7 U.S.C.A. § 2203 and DR 5160-001 govern the use and requirements of the Department's seal. For the FCC, section 154(h) of the Communications Act of 1934, as amended, 47 U.S.C. § 154(h), provides that the Commission shall have an official seal.

## **E. Liaison Officers**

Each Federal Partner expects to establish a liaison to facilitate activities carried out under this MOU. The Federal Partners' liaisons anticipate regularly discussing opportunities to share information and expertise among the Federal Partners and seeking to identify projects that meet the common needs of the Federal Partners. The liaisons intend to share the best practices and knowledge with each other. The liaisons from each Federal Partner are:

### **For the U.S. Department of Health and Human Services:**

Nicholas Uehlecke  
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Immediate Office of the Secretary  
U.S. Department of Health and Human Services  
Ph. 202-768-4430  
[Nicholas.Uehlecke@hhs.gov](mailto:Nicholas.Uehlecke@hhs.gov)

### **For the U.S. Department of Agriculture:**

#### **Primary:**

Jacqueline Ponti-Lazaruk  
Chief Innovation Officer  
USDA, Rural Development  
Ph. Office: 202-720-1172  
Ph. Cell: 202-615-6591  
[Jacki.ponti@usda.gov](mailto:Jacki.ponti@usda.gov)

#### **Secondary:**

Betty-Ann Bryce  
Rural Health Liaison  
Rural Development  
U.S. Dept. of Agriculture  
Ph. 202.720.9634  
[Betty-Ann.Bryce@usda.gov](mailto:Betty-Ann.Bryce@usda.gov)

### **For the Federal Communications Commission:**

Preston Wise  
Rural Broadband Advisor  
Office Chairman Pai  
Federal Communications Commission  
(202) 418-2765  
[preston.wise@fcc.gov](mailto:preston.wise@fcc.gov)

## **F. Other Provisions**

1. All activities under the MOU are subject to the availability of personnel, resources, and funds. This MOU does not, and should not, be construed to obligate any particular expenditure or commitment of funds and/or resources by the Federal Partners. This MOU does not affect or supersede any existing agreements or arrangements the Federal Partners may have with each other or other agencies, and does not affect the ability of the

Federal Partners to enter into other agreements or arrangements with regard to issues that may be related to the MOU.

2. If the Federal Partners contemplate that a Federal Partner, either jointly or severally, will provide goods and/or services to one or several of the Federal Partners, it is understood and acknowledged that an interagency agreement (IAA) shall be used to document the reimbursement obligations associated with such goods or services as required by 31 U.S.C. § 1501. Any such IAA used to document the reimbursement obligations shall be executed by the participating Federal Partners before the period of performance commences and shall include the signature of officials with authority to obligate such funds.
3. Nothing contained in this MOU constitutes a mandate or requirement imposed on the Federal Partners that is additional to the mandates or requirements imposed on the Federal Partners by Federal statutes and regulations. This MOU does not impose any legally binding obligation on the Federal Partners.
4. Nothing in this MOU is intended to conflict with current law or regulation or the directives of the Federal Partners. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall continue to represent the understanding among the Federal Partners.
5. Each Federal Partner will be responsible for its own actions and the results thereof and shall not be responsible for the acts of the other Federal Partners and the results thereof.

#### **IV. CONFIDENTIALITY**

- A. Any non-public information shared pursuant to this MOU remains the property of the Federal Partner that shares it unless that Federal Partner states otherwise in writing. Except as otherwise required by applicable law, the Federal Partners shall take all actions reasonably necessary to preserve, protect, and maintain all privileges and claims of confidentiality related to all non-public information provided pursuant to this MOU.
- B. Nothing in this MOU waives or alters any privilege, claim of confidentiality, or other protection applicable to information provided pursuant to this MOU. Accordingly, exchange of information pursuant to this MOU would not constitute a prior disclosure that would serve to waive the exemptions that could otherwise be asserted under the Freedom of Information Act, 5 U.S.C. § 552. All information provided or received pursuant to this MOU shall be used only for official purposes.
- C. In the event a third party makes a request (including, but not limited to, any demand, subpoena, court order or request made pursuant to the Freedom of Information Act or the Privacy Act of 1974, 5 U.S.C. § 552a) for access to or copies of non-public information received by one of the Federal Partners from another Federal Partner, when permissible, the Federal Partner receiving the information shall:
  1. As soon as practicable, notify the Federal Partner providing the information of the third-party request for such information in writing, including a copy of the request.
  2. If the request is made pursuant to the Freedom of Information Act or the Privacy Act, if practicable, refer such request for material obtained from the providing Federal Partner back to that providing Federal Partner for a direct response to the requesters. If making such a referral is not practicable, the receiving Federal Partner shall consult with the providing Federal Partner in connection with its response to the requester; and

3. If the request is not made pursuant to the Freedom of Information Act or the Privacy Act, before complying with the third party request, consult with the providing Federal Partner and, to the extent applicable, give the providing Federal Partner a reasonable opportunity to respond to the demand or request and to assert all reasonable and appropriate legal exemptions or privileges that the Federal Partner providing the information may request be asserted on its behalf.
- D. Subject to the procedures in Section IV.C above, nothing in this Section IV prevents Federal Partners from complying with either: (1) a legally valid and enforceable order of a court of the United States; (2) an official request from the United States Congress, or any committee thereof; and/or (3) a request from the Government Accountability Office (Comptroller General).
- E. The Federal Partners shall use procedures that include proper safeguards against unauthorized use and disclosure of the information exchanged under this MOU. Proper safeguards include policies and procedures that ensure the information shared under this MOU is used solely in accordance with each Federal Partner's respective statutory duties and responsibilities for the purposes outlined in Section III, and in compliance with the Freedom of Information Act. As applicable, Federal Partner will maintain such non-public information in a manner that conforms to the standards that apply to federal agencies for the protection of the confidentiality of non-public information and personally identifiable information and for data security and integrity, including the Freedom of Information Act, the Trade Secrets Act, and the Privacy Act.
- F. The Federal Partners shall use appropriate administrative, technical, procedural, and physical safeguards to protect the confidentiality of information governed by the above statutes, as applicable to each Federal Partner, as well as internal agency information, and to prevent unauthorized access to the information provided by the other Federal Partner. Each Federal Partner shall promptly notify the appropriate Federal Partner of any actual or suspected, unauthorized disclosure of information shared under this MOU, and the specific data request involved. Nothing in this MOU waives or is intended to waive or alter any existing statutory or regulatory requirements governing the disclosure of non-public information.

## **V. MODIFICATION**

This MOU may be modified upon the mutual written consent of the Federal Partners and such modification shall be effective when executed by the Federal Partners.

## **VI. NO THIRD-PARTY RIGHTS**

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

## **VII. EFFECTIVE DATE AND TERMINATION**

The terms of this MOU will become effective when signed by all Federal Partners and is expected to remain in effect for five (5) years. The Federal Partners upon sixty (60) days written notice to the other Federal Partners may terminate this MOU. This MOU may be extended by mutual agreement of the Federal Partners. The provisions of this MOU shall be reviewed annually by each Federal Partner.

## VIII. COUNTERPARTS

This MOU may be executed in three (3) or more counterparts. Each counterpart may bear a penned or digital signature, which signature of or on behalf of the Federal Partners can be seen, and may be transmitted by mail, by hand, or electronically. Each counterpart shall be regarded as an original and all of them taken together shall constitute on and the same agreement.

APPROVED AND ACCEPTED FOR  
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: /s/ Alex M. Azar II

Date: August 31, 2020

APPROVED AND ACCEPTED FOR  
THE U.S. DEPARTMENT OF AGRICULTURE

By: /s/ Sonny Perdue

Date: August 27, 2020

APPROVED AND ACCEPTED FOR  
THE FEDERAL COMMUNICATIONS COMMISSION

By: /s/ Ajit V. Pai

Date: August 31, 2020