

**DEPARTMENT OF HEALTH AND  
HUMAN SERVICES****Food and Drug Administration****[FDA 225-04-4002]****Memorandum of Understanding  
Between the Food and Drug  
Administration and Blacks In  
Government, Inc.****AGENCY:** Food and Drug Administration,  
HHS.**ACTION:** Notice.

**SUMMARY:** The Food and Drug Administration (FDA) is providing notice of a memorandum of understanding (MOU) between the Food and Drug Administration and Blacks In Government, Inc. to promote health and disease prevention initiatives supported by Healthy People 2010 goals and Department of Health and Human Services initiatives.

**DATES:** The agreement became effective October 22, 2003.

**FOR FURTHER INFORMATION CONTACT:**  
Patrick C. Wilson, Office of  
International Programs (HFG-1), Food

and Drug Administration, 5600 Fishers Lane, Rockville, MD 20857, 301-827-3097.

**SUPPLEMENTARY INFORMATION:** In accordance with 21 CFR 20.108(c), which states that all written agreements and MOUs between FDA and others shall be published in the **Federal Register**, the agency is publishing notice of this MOU.

Dated: March 3, 2004.

**Jeffrey Shuren,**

*Assistant Commissioner for Policy.*

**BILLING CODE 4160-01-S**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
THE FOOD AND DRUG ADMINISTRATION,  
AND  
BLACKS IN GOVERNMENT, INC.,

I. PURPOSE

This Memorandum of Understanding (MOU) defines a broad programmatic scope, policies and principles where educational campaigns on food safety education for children, families and communities may be carried out. The programs to be carried out under this MOU are supported by the Public Health Service Act and Department of Health and Human Services (HHS) initiatives, including Healthy People 2010 goals, which call for leadership to promote health and disease prevention.

II. BACKGROUND

The parties to this agreement intend to work to address issues affecting children, families and communities within the context of each organization's jurisdiction. The Food and Drug Administration (FDA), HHS, and Blacks In Government, Inc. (BIG) have been independently conducting programs to increase the public's understanding of food safety and to involve these individuals in their respective programs. All recognize the success of those efforts could be improved by greater collaboration and share common interests in educating children and families on food safety.

BIG has focused its outreach on the needs of children, families and communities. Similarly, the FDA has focused its efforts mostly on the needs of the general population with intermittent emphasis on adolescent and youth populations.

The goals of this collaboration will be to carry out the following:

- Improve the health and well-being of children, families and communities;
- Increase understanding and access to food safety education materials;
- Provide support to increase the delivery of suitable, educational materials and information;
- Provide information to promote informed health choices about the benefits and risks of FDA-regulated products;
- Support distribution methods for health education materials through elementary and middle schools;

- Support conferences, focus groups, and consumer studies that provide perspectives on the health care needs of children, families and communities; and
- Support educational programs and events that encourage and promote food safety.

### III. SCOPE OF WORK

The FDA and BIG express their firm intent to address issues of children, families and communities within the context of food safety education. Given the diversity of education, knowledge, understanding and the American culture, BIG will work with FDA to increase outreach to children, families and communities.

FDA and BIG have set up formal liaisons for both organizations that will foster information exchanges through this MOU. Other roles of the organization liaisons may include:

- Work with joint task groups to identify the support and outreach necessary to provide children, families and communities with information and education; and
- Exchange information on currently funded programs that have objectives to address food safety educational needs of children, families and communities.

### IV. DURATION OF AGREEMENT

This MOU will become effective on acceptance by all parties and will continue in effect indefinitely. This MOU may be changed by common written consent or terminated by either party on 60-day advance notice to the other parties.

### V. LIAISONS/PROJECT OFFICERS

#### Food and Drug Administration

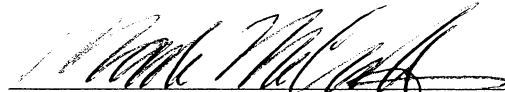
LaJuana D. Caldwell  
Director, Office of the Executive Secretariat  
Office of External Relations  
Office of the Commissioner  
Food and Drug Administration  
5600 Fishers Lane, Room 16-70  
Rockville, Maryland 20857  
301-827-3424  
301-827-4396 FAX

Dr. Beverly Lyn-Cook  
Blacks In Government, Inc.  
3005 Georgia Avenue, N.W.  
Washington, D.C. 20001  
202-667-3280  
202-667-3705 FAX

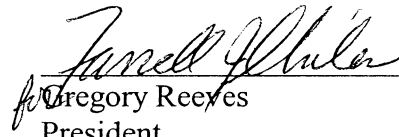
# VII. AUTHORIZING SIGNATURES AND DATES

APPROVED AND ACCEPTED BY:

FOOD AND DRUG ADMINISTRATION    BLACKS IN GOVERNMENT, INC.



Mark B. McClellan, M.D., Ph.D.  
Commissioner of Food and Drugs



Gregory Reeves  
President

Date: Oct 22, 2003

Date: Oct 22, 2003

[FR Doc. 04-5568 Filed 3-11-04; 8:45 am]  
BILLING CODE 4160-01-C

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### Office of Inspector General

#### Program Exclusions: February 2004

AGENCY: Office of Inspector General, HHS.

ACTION: Notice of program exclusions.

During the month of February 2004, the HHS Office of Inspector General imposed exclusions in the cases set forth below. When an exclusions is imposed, no program payment is made to anyone for any items or services (other than an emergency item or service not provided in a hospital emergency room) furnished, ordered or prescribed by an excluded party under the Medicare, Medicaid, and all Federal Health Care programs. In addition, no program payment is made to any business or facility, e.g., a hospital, that submits bills for payment for items or services provided by an excluded party. Program beneficiaries remain free to decide for themselves whether they will continue to use the services of an excluded party even though no program payments will be made for items and services provided by that excluded

party. The exclusions have national effect and also apply to all Executive Branch procurement and non-procurement programs and activities.

### OFFICE OF INVESTIGATION OFFICE OF INSPECTOR GENERAL—DHHS CASE INVESTIGATION MANAGEMENT SYSTEM

[For Press Release From 2/1/2004-2/29/2004]

| Subject, city, state                    | Effective date |
|-----------------------------------------|----------------|
| <b>PROGRAM-RELATED CONVICTIONS</b>      |                |
| ABRAMOV, EDUARD .....                   | 3/18/2004      |
| ELOY, AZ                                |                |
| BROOKS, TAMMY .....                     | 3/18/2004      |
| DECATUR, GA                             |                |
| CANNAVO, JOSEPH .....                   | 3/18/2004      |
| PHILADELPHIA, PA                        |                |
| CARDO, STEVEN .....                     | 3/18/2004      |
| JACKSONVILLE, FL                        |                |
| CHERRY, ADAM .....                      | 3/18/2004      |
| CORAL SPRINGS, FL                       |                |
| CONLEY, JANICE .....                    | 3/18/2004      |
| WESLEY CHAPEL, FL                       |                |
| CONNELL, JEFFREY .....                  | 3/18/2004      |
| GOREVILLE, IL                           |                |
| CRANWELL, WILLIAM .....                 | 8/1/2003       |
| ROANOKE, VA                             |                |
| DAVIS, DIXIE .....                      | 3/18/2004      |
| VINTON, IA                              |                |
| DO, KEVIN .....                         | 3/18/2004      |
| TAFT, CA                                |                |
| EMERALD PHYSICAL THER-<br>APY, PC ..... | 3/18/2004      |

### OFFICE OF INVESTIGATION OFFICE OF INSPECTOR GENERAL—DHHS CASE INVESTIGATION MANAGEMENT SYSTEM—Continued

[For Press Release From 2/1/2004-2/29/2004]

| Subject, city, state     | Effective date |
|--------------------------|----------------|
| MT PLEASANT, MI          |                |
| EYFORD, INC .....        | 3/18/2004      |
| FISHERS, IN              |                |
| FANN, EDWARD .....       | 7/26/2003      |
| ST LOUIS, MO             |                |
| FELDMAN, BRUCE .....     | 3/18/2004      |
| BRYN MAWR, PA            |                |
| FERNANDEZ, ANGEL .....   | 3/18/2004      |
| MIAMI BEACH, FL          |                |
| GARCIA, KATHERINE .....  | 3/18/2004      |
| FARIBAULT, MN            |                |
| GELLIS, RICHARD .....    | 3/18/2004      |
| SACRAMENTO, CA           |                |
| HCMF CORPORATION .....   | 8/28/2003      |
| ROANOKE, VA              |                |
| KENNEDY, PATRICIA .....  | 3/18/2004      |
| JACKSONVILLE, FL         |                |
| LEMES, ANDREW .....      | 3/18/2004      |
| ROCHESTER, MN            |                |
| LOPEZ, JOHN .....        | 3/18/2004      |
| HILLSIDE, NJ             |                |
| MAHMUD, ASIF .....       | 3/18/2004      |
| BROOKLYN, NY             |                |
| MARQUEZ, FRANCISCO ..... | 3/18/2004      |
| WHITTIER, CA             |                |
| MARTINEZ, ANA .....      | 3/18/2004      |
| VACAVILLE, CA            |                |
| MOORE, TAMARA .....      | 3/18/2004      |
| ANDERSON, SC             |                |
| MYERS, LAWRENCENIA ..... | 3/18/2004      |