

MEMORANDUM OF UNDERSTANDING  
Between

Indian Health Service,  
United States Public Health Service, Department of Health and Human Services  
and  
Mayo Clinic

**I. PURPOSE**

To re-establish a formal collaborative relationship between the Indian Health Service (IHS) and Mayo Clinic (MC) that capitalizes on the individual and combined strengths of both MC and the IHS; to facilitate and support efforts of both parties to reduce cancer and related health burdens in American Indian and Alaska Native (AI/AN) communities through research and its applications, education and training, and clinical practice.

**II. AREAS OF COLLABORATION**

Mayo Clinic and the IHS share a philosophy of collaboration, teamwork, cooperation, open communication, and commitment to respectfully serve patient and community needs. Through MC's Native American Programs, the AI/AN communities that have worked with these programs know MC's commitment to these values. These MC programs have a long history of working with AI/AN students, physicians, nurses, researchers, community members, and IHS and Tribal clinics in ways that respect Tribal sovereignty and self-determination and adhere to the principle that we serve best when we serve those who desire our services and programs. In treating AI/AN patients MC has worked to integrate traditional medicine practices and ceremonies into their care when this has been requested. MC's Native American Programs have, since their inception, complemented IHS goals and objectives.

Recognizing that the IHS and MC have different resources, functions, roles, and areas of expertise, MC and the IHS agree to work collaboratively in five areas to improve the health of AI/AN peoples:

- Education and training. MC and the IHS will encourage and promote training and education opportunities for AI/AN students seeking health care careers as practitioners or as biomedical researchers and advanced training opportunities for practicing clinicians, nurses, and researchers.
- Career opportunities for qualified professionals. MC and the IHS will promote career and service opportunities for qualified AI/AN researchers, clinicians, and allied health care workers to positions in academic medical centers, including MC, and to positions in IHS and Tribal clinics.
- Research to address AI/AN health issues. In consultation with the tribal nations, MC and the IHS will identify, develop, and execute research to address AI/AN health needs. Such efforts will be modeled on the work of Mayo's Native American Programs and the Nicotine Dependence Center's work in Alaska Native Communities.

- Federal and foundation grant contracts and funding. MC and the IHS will collaborate to identify appropriate funding resources and to support research and service efforts to improve AI/AN health circumstances, where joint effort is consistent with the missions, values, and goals of the parties and deemed valuable by the AI/AN communities.
- Cost-effective health care and preventive health-services for AI/AN communities. MC and the IHS will work together to develop greater access to reliable, high quality health care and preventive health-services that respond to the identified needs and health profiles of the communities.

The relationship between the IHS and MC, encompasses fully MC's three campuses or principal sites.

Priorities, specific collaborations, and roles of the parties to the collaboration will be determined by the parties and summarized in written amendments signed by authorized officers of the respective parties.

### **III. DESCRIPTION OF THE RELATIONSHIP AND EXPECTATIONS**

All collaborations, partnerships, agreements, contracts, and activities shall be consistent with the values, mission and goals of the IHS and MC and be limited by all stated exclusions. Neither party will be obligated by this memorandum of understanding to undertake any activity deemed inconsistent with its values, mission, and goals. The IHS may not undertake any activities outside the scope of its statutory authority or contrary to HHS regulations and policies. Underlying all relationships between the IHS and MC is acknowledgement that all efforts are contingent on the availability of personnel, resources, and funding. Where resources or funding are not immediately available, the parties may collaborate to identify them.

Role of MC's Native American Programs: Recognizing that MC's Native American Programs, in alignment with their missions, are committed to respectfully serving AI/AN communities, and recognizing the programs' leadership in building and maintaining MC's relationship with the IHS, they shall be partners to the planning, development, and execution of all collaborations.

### **IV. PUBLICITY**

Without express written consent of the Parties, neither MC nor the IHS shall issue press releases regarding the MOU, nor shall either party publicly announce any activity, finding or result, or product deriving from the MOU or otherwise use the names for trademarks of the other with out such consent. Both parties shall honor Tribal sovereignty, rights of self-determination, and consultation in all cases where such public dissemination will involve work done with any Tribal group.

## V. MODIFICATION/CANCELLATION

Any modification to this MOU must be in writing and must be signed on behalf of both parties. Either party may terminate this MOU, without incurring any liability, by giving written notice at least 30 days in advance.


## VI. EXCLUSIONS

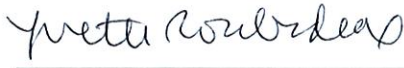
1. This MOU does not authorize either party to do any of the following *without prior written agreement* by both parties. Neither party shall:
  - A. Publish, present, or otherwise assert for the benefit of either organization that this partnership is an endorsement of the programs, policies, activities, services of the other party.
  - B. Use this relationship to garner financial benefit with third parties.
  - C. Construe this relationship to authorize privileged or unreimbursed access to reimbursable services, resources, or care of the other party.
  
2. Under the terms of the MOU, neither party shall be obligated to:
  - A. Engage in activities that are not in the best interests of either organization.
  - B. Assume financial liability for the actions of the other party.
  - C. Provide services, resources, or care on behalf of or for the benefit of either party.

## VII. COSTS AND EXPENSES

Each party will bear its own costs incurred in connection with performance of its obligations under this MOU.

## VIII. APPROVALS

 9/9/11  
\_\_\_\_\_  
John H. Noseworthy, M.D.                      Date  
President and Chief Executive Officer  
Mayo Clinic

 9/12/11  
\_\_\_\_\_  
Yvette Roubideaux, M.D. M.P.H.      Date  
Director  
Indian Health Service