17-VFA1208513

# Memorandum of Understanding Between Indian Health Service, United States Department of Health and Human Services

And

## The Regents of the University of Michigan School of Social Work

#### I. Purpose & Authority

The purpose of this memorandum of understanding (MOU) is to establish a collaborative relationship between the University of Michigan, School of Social Work (UM-SSW) and the Indian Health Service (IHS) to support the recruitment, development, and retention of behavioral health clinicians/social workers across Indian Country.

The following statute provides authority for this Memorandum of Understanding:

• The Snyder Act of 1921, as amended, 25 U.S.C. § 13.

#### II. Missions

The mission of IHS is to raise the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level.

This mission of UM-SSW is to advance the social work profession's vision and values, the UM-SSW seeks to develop a more equitable, caring, and socially just society. Such a society meets basic human needs, eliminates social and economic inequities, and empowers individuals, their communities, and institutions to reach their aspirations and potential. Drawing on an interdisciplinary faculty within a public university seated in a region of enormous need and promise, the School is dedicated to education, research, and service that fosters progressive change at local, national, and global levels.

#### III. Areas of Collaboration

IHS and UM-SSW agree to collaborate in the following areas:

Education: UM-SSW will work in collaboration with IHS to recruit potential American Indian and Alaska Native (AI/AN) students for educational opportunities at UM-SSW in behavioral health fields. IHS and UM-SSW will partner to provide MSW field placement opportunities that will include supervision while in placement and the development of an effective clinical supervision model that ensures MSW behavioral health graduates are able to achieve independent licensure status. The UM-SSW will share information on the progress and development of publicly available on-line courses that have the potential to assist in the recruitment of AI/AN students. These courses are open to behavioral health providers, and others, focusing on Social Work Practice, Policy, and Research like the introductory Social Work MOOC (Massive Open Online Course) that is titled Social Work Practice: Advocating Social Justice and Change, as well as the MicroMasters Certificate program that includes six on-line courses that cover practice, policy, research, diversity, social justice and work with individuals, families, small groups and community organizations. The first course is scheduled to go on-line in 2017. **Research and Evaluation:** IHS and the UM-SSW will pursue research opportunities with Al/AN communities for both MSW and PhD level students. These opportunities may include research or evaluation activities with a focus on behavioral health and health disparities confronting tribal communities. UM-SSW's research agenda and activities in furtherance of this agreement will be developed with intensive consultation with tribal nations, and with input and collaboration with IHS. Research among Al/AN communities will be conducted in a manner that will build trust and credibility, be approved by tribal nations, when required, and adhere to sound scientific principles.

IHS and the UM-SSW will jointly focus efforts on identifying and leveraging financial and academic support for prospective students, and on identifying resources to strengthen AI/AN student recruitment, development (e.g. Licensure), and retention in professional behavioral health programs.

## IV. Project Planning and Review

No party will be obligated by this MOU to undertake any activity deemed inconsistent with its values, mission, goals, and all applicable laws. IHS may not undertake any activities inconsistent with federal law, regulation or policy.

To ensure detailed project plans and resources, IHS, and UM-SSW shall develop detailed project plans for activities pursued under the terms of this MOU. The parties understand that the development and implementation of projects will be dependent on the financial and personnel resources available at each individual institution and the parties are not obligated to each other in developing and implementing any project unless mutually agreed upon as set forth in a written instrument executed and delivered by each of the parties and with adequate funding. Among other things, priorities, specific collaborations and the roles of each party, and rights in intellectual property will be subject to federal law and summarized in additional, written agreements signed by authorized officers of the respective parties as needed for the jointly-agreed projects under the framework of this MOU. This MOU does not authorize the transfer of funds between UM-SSW and IHS.

Project plans will be accompanied by agreed objectives, implementation schedules, budgets, other applicable terms and conditions, and specific letters of approval. Project plans developed under the terms of this MOU shall be reviewed regularly by a joint Committee of IHS and the UM-SSW.

# V. Publicity and Use of Name

Except as it relates to publicity concerning the ceremonial signing and execution of this MOU, no party will issue any press release or other public communication regarding this MOU without the express written approval of the other party. UM-SSW will not use the name of IHS, except in factual publicity for the MOU. Factual publicity includes the purpose of and identity of the parties to the agreement. Such factual publicity shall not imply that the involvement of IHS in the MOU serves as an endorsement of the general policies, activities, or products of UM-SSW. Where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. UM-SSW will obtain IHS approval for all publicity materials for the MOU to ensure compliance with this paragraph. No party shall use the name or any trademark or logo of any other party without the express written approval of such other party.

## VI. Independent Contractors

No party shall be deemed to be the agent of or have the power to legally commit the other party. No party shall be liable for any debts, accounts, obligations or other liabilities of the other party, its agents or employees.

#### VII. Disputes

The parties agree to attempt to settle any dispute, controversy or difference which may arise between them out of, in relation to, or in connection with this MOU (a dispute) by friendly discussions. Any such dispute which cannot be settled by mutual understanding of the parties shall be submitted initially by the parties for resolution to the Dean of the UM-SSW, or her designee, and the Principal Deputy Director of IHS, or his or her designee (Executive Officers). The Dean, or her designee, and Executive Officers shall use reasonable efforts to resolve such dispute. The parties agree that Federal law will apply to any problem or dispute under this MOU. In the event of a conflict between this MOU and applicable Federal law, the parties acknowledge that Federal law shall prevail and supersede the terms of this MOU.

## VIII. Effective Date, Period of Agreement, Modification, and Termination

This MOU shall become effective upon the latest signatory date below and shall remain in effect until terminated, by an authorized representative of either party, with or without cause, at any time, by providing thirty (30) days written notice to the other party. The MOU may be modified at any time with the signatures of both parties.

## IX. Points of Contact

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## X. Counterparts:

The undersigned concur with this agreement.

## **INDIAN HEALTH SERVICE**

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By: Mary Smith Its: Principal Deputy Director, IHS

OCT 1 8 2016

Dated

THE REGENTS OF THE UNIVERSITY OF MICHIGAN Jeffrey I Longe By: lts: Sr. Project Rep. Office of Res & Spon. Proj. Dated October 13, 2016