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

and

## Kathryn M. Buder Center for American Indian Studies Brown School of Social Work, Washington University in St. Louis

## I. Purpose & Authority

The purpose of this memorandum of understanding (MOU) is to establish a collaborative relationship between the Kathryn M. Buder Center for American Indian Studies (Buder Center) and the Indian Health Service ("IHS") to support the recruitment, development, and retention of behavioral health clinicians 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.

The Buder Center is a premier graduate degree scholarship program in social work committed to the education of American Indian MSW students. The Buder Center recruits qualified American Indian scholars; provides student support in a demanding course of study; develops curriculum; conducts research and engages in policy development that directly impacts Indian Country. We prepare future American Indian leaders to practice in tribal and urban settings, making significant contributions to the health, wellness and the sustained future of Indian Country.

#### III. Areas of Collaboration

IHS and the Buder Center agree to collaborate in the following areas:

Education: The Buder Center will work in collaboration with IHS to:

- Recruit potential American Indian and Alaska Native (AI/AN) students for educational
  opportunities at the Brown School in behavioral health fields;
- Identify practicum opportunities for Brown School students at behavioral and clinical health sites in Indian County;
- Market this opportunity to Buder Center Scholars and Brown School students, specifically the IHS clinical rotations, internships, and clinical residency opportunities that will include the development of an effective clinical supervision model that ensures behavioral health graduates are able to achieve independent licensure status;

 Focus efforts on identifying and leveraging financial and academic support for prospective students, and on identifying resources to strengthen AI/AN student recruitment, development, and retention in professional behavioral health and health training programs.

**Research and Evaluation:** The Buder Center's research agenda and activities in furtherance of this agreement will be developed with consultation with tribal nations, and with IHS. IHS will provide clinical residency and internship opportunities to Brown School students who are working on behavioral health related degrees, such as Masters in Social Work, Masters in Public Health or a Doctorate in Social Work. These residencies may include research or evaluation activities with a focus on behavioral health and health disparities confronting tribal communities. Research among AI/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.

# 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 the Buder Center 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. This MOU does not authorize the transfer of funds between Brown School 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 Buder Center.

# 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. The Buder Center 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 the Buder Center. Where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. Buder Center 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 Director of the Buder Center or his or her designee and the Principal Deputy Director of IHS or his or her designee (the "Executive Officers"). The 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

Beverly Cotton, Director Division of Behavioral Health, IHS 5600 Fishers Ln Rockville, MD 20857 301-443-4754 <u>beverly.cotton@ihs.gov</u> Kellie Thompson Assistant Director, Buder Center

X. Counterparts:

The undersigned concur with this agreement.

INDIAN HEALTH SERVICE

Mary Smith

By: Mary Smith Its: Principal Deputy Director, IHS

OCT 1 1 2016

Kathryn M. Buder Center for American Indian Studies Brown School of Social Work Washington University St Louis

Molly Jovar

By: Mollydovar Its: Director, Buder Center

10/4/16

Dated