



Memorandum of Understanding

Between

**The Indian Health Service,
United States Public Health Service, Department of Health and Human Services
and
Boys & Girls Clubs of America, Native Services**

4-OD-16-0015

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to encourage cooperation and collaboration between the Boys & Girls Clubs of America (BGCA), its local affiliates in Indian Country, and the Indian Health Service (IHS), an agency of the United States Department of Health and Human Services (HHS) to work together to enrich the lives of American Indian youth eligible for the services of IHS by supporting programs that discourage risky behaviors while encouraging healthy lifestyles. The goal of this collaboration is to use the strengths and expertise of both organizations to improve and enhance the well-being of American Indian youth across the nation.

The mission statements of BGCA and IHS reflect the common goals and support this coordinated effort:

IHS: Mission "To raise the physical, mental, social, and spiritual health of American Indians and Alaska Natives to the highest level." Goal "To assure that comprehensive, culturally acceptable personal and public health services are available and accessible to American Indian and Alaska Native people."

BGCA: Mission "To inspire and enable all young people especially those that need us most, to realize their full potential as productive, responsible and caring citizens." BGCA Native Services Vision is "For all American Indian, Alaska Native and Native Hawaiian communities that seek to embrace Boys & Girls Clubs to be provided the opportunity to work in partnership with the BGCA Movement in achieving our ambitious vision of great futures for all young people, while sustaining and respecting each community's unique cultural values, traditions and ways."

II. Background

Since 1992, BGCA has served as a catalyst to bring together communities and tribal governments, the Federal government, corporate and non-profit organizations to establish nearly 200 Clubs, serving approximately 86,000 Native youth in 25 states representing approximately 90 different American Indian and Alaska Native organizations.

Boys & Girls Clubs in Indian Country is a true success story as the nation's largest Native youth-serving agency. Boys & Girls Clubs in Indian Country has proven to be a game-changer for Native youth, by helping them overcome the many societal issues and personal obstacles they face in their communities and home environments. BGCA is dedicated to strengthening Native youth's cultural identity through programing that explicitly promotes positive youth growth and development along critical cultural, social, emotional, intellectual, and physical dimensions through viable and sustainable organizations.

BGCA's Native Services is committed to developing customized, culturally relevant training, programming and securing partners to strengthen Organizations, Native Youth Development Professionals, Club Executives, Board Members and Tribal Leaders.

This MOU is intended to combat the adversity faced by Indian children. It will provide an opportunity for IHS and BGCA to address issues like diabetes prevention, obesity, suicide, and alcohol and drug abuse through the establishment of BGC clubs in Indian Country. The collaboration will help AI/AN youth to live longer, healthier lives while promoting healthy lifestyles and healthy choices to fight issues like diabetes, obesity, nutrition, suicide and alcohol and substance abuse and promote positive alternatives for Indian children at risk.

III. Authority

IHS has authority to enter into this MOU pursuant to the Snyder Act, codified at 25 U.S.C. § 13, and the Indian Health Care Improvement Act, at 25 U.S.C. § 1621b.

IV. Responsibilities of Each Agency:

Coordination of efforts between the two agencies will focus on but not be limited to the following, based on availability of funding:

Boys & Girls Clubs of America:

A. BGCA will work with IHS to promote healthy lifestyles and healthy choices for AI/AN youth through Boys and Girls Club activities, such as BGCA healthy lifestyles programs to develop young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals and live successfully as self-sufficient adults.

- Smart Moves – Alcohol, tobacco and other drugs resistance
- Smart Girls – Teen pregnancy prevention, date violence prevention
- Passport to Manhood – Promotes responsibility and character development
- Triple Play - healthy habits, good nutrition, physical fitness and engaging in positive relationships
- Gang Intervention Through Targeted Outreach (GITTO)

B. BGCA will provide support materials and customized training specifically focused on Indian Country needs. This may include SMART Moves, a drug and alcohol prevention program, sexual abstinence training, Meth SMART, SMART Girls, and Targeted Outreach for gang prevention.

C. BGCA will recognize that Indian Country Boys & Girls Clubs are free to tailor clubs to the cultures of the individual tribes where they are located.

D. BGCA will work to support nutritional health and nutritional education with IHS and in conjunction with the USDA Program. Boys & Girls Clubs are located across the country and serve as sites and sponsors for the USDA Child and Adult Care Food Program /Summer Food Service Program, providing healthy meals and snacks to children during out-of-school times, while also supporting educational and enrichment programs that keep children learning, engaged, and safe when school is not in session. In 2013, over 90 percent of the Clubs reported serving 26,837,971 meals and 44,569,731 snacks to youth at no cost.

E. BGCA will work with IHS and Let's Move! in Indian Country (LMIC) to improve the health of American Indian and Alaska Native children, who are affected by childhood obesity at some of the highest rates in the country. Through this work we seek to advance the work that Tribal leadership and community members are already doing to improve the health of Native youth, including healthy learning opportunities, increasing opportunities for physical activity and ensuring families have access to healthy affordable foods.

F. BGCA will partner with IHS in conjunction with Generation Indigenous (Gen-I) to take a comprehensive, and culturally appropriate approach to improve the lives and opportunities for Native youth by increasing native youth leadership opportunities in communities and increase federal outreach to Native youth.

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

A. IHS will partner with BGCA through the Health Promotion and Disease Prevention (HPDP) program to improve health and enhance preventive efforts around physical inactivity, poor diet, and substance abuse, and from conditions such as obesity.

B. IHS will partner with BGCA through the Division of Diabetes Treatment & Prevention to reduce risk factors for diabetes in Native youth

C. IHS will partner with BGCA through the Division of Behavioral Health to develop culturally appropriate programs to increase youth resiliency, positive youth development, and promote family engagement. IHS will partner with BGCA to create a curriculum development task force to develop culturally appropriate prevention programs for youth development or adapt existing BGCA curriculum to be more culturally relevant in efforts to reduce the rate of teen pregnancy and decrease youth drug and alcohol use/abuse.

D. IHS will partner with BGCA to expand behavioral health services and opportunities to Native communities that seek to embrace Boys & Girls Clubs to be provided the opportunity to work in partnership with the BGCA Movement in achieving our ambitious vision of great futures for all young people, while sustaining and respecting each community's unique cultural values, traditions and ways.

V. General Provisions

A. U.S. federal law governs this MOU for all purposes, including, but not limited to, determining the validity of the MOU, the meaning of its provisions, and the rights and obligations, and remedies of the Parties.

B. This MOU does not grant exclusivity to either Party, nor does it restrict the IHS or BGCA from participating in similar agreements and initiatives with other public or private agencies, organizations or individuals.

- C. Printed materials and online web pages containing information regarding this MOU or the IHS provided by IHS pursuant to this MOU must be free of advertisements, and otherwise must avoid implying IHS' endorsement or support of a particular product, service, or website.
- D. IHS and BGCA recognize that this MOU is not intended to, and may not be relied on to create any right or benefit, substantive or procedural, enforceable by law by any party against the United States or IHS. Nothing in the MOU alters the statutory authorities or obligations of IHS.
- E. Both parties retain the right to review and approve all materials produced through this collaboration prior to the other party's public distribution or posting of such materials.
- F. The Parties agree to cooperate in the maintenance of each party's logos. Both parties agree that it will not use the other party's logos (IHS, HHS and BGCA) for marketing purposes other than to promote activities engaged in pursuant to this agreement. The use of the each party's name and logo(s) shall not imply any exclusive arrangement. Any use of the other party 'logo(s) must be submitted in advance to the IHS point of contact who will seek the appropriate approvals.
- G. In no event will any party hereto be liable to the other under any theory of liability, however arising, for any costs or cover any damages of any kind arising out of this MOU.

VI. SEVERABILITY

If any term or condition of this MOU becomes invalid or unenforceable, such term or provision shall in no way affect the validity or enforceability of any other term or provision contained herein.

VII. Representatives of the Parties:

Each party will designate a representative to deliver and receive notices and other communications, and to manage the relationship between BGCA and the IHS. As of the effective date of this MOU, the parties' representatives are:

Indian Health Services

Wilbur Woodis, Senior Policy Analyst for External Affairs

Indian Health Service (HQ) - 5600 Fishers Lane, Rockville, MD 20857

Boys & Girls Clubs of America, Native Services

Carla Knapp, National Director

1275 Peachtree Street, NE Atlanta, Georgia 30309

VIII. Period of Agreement/Modification/Cancellation

This MOU shall be in effect for 3 years upon signature of both parties. Any modifications to this MOU must be by mutual consent and signed by both parties. Either party may terminate this MOU by giving written notice of at least 30 days in advance.

IX. Costs and Expenses

Each party will bear its own costs incurred in connection with performance of its obligations under this MOU. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds or property.

X. Authorizing Signatures

By: Carla Knapp

Name: Carla Knapp

Title: BGCA, National Director of Native Services

Date: 10/21/16

By: Sarah R. Linde MD

Name: Sarah R. Linde, M.D.

Title: Acting Chief Medical Officer, IHS
RADM, U.S. Public Health Service

Date: 10/26/16