

MEMORANDUM OF UNDERSTANDING
Between
The Department of Health and Human Services
Indian Health Service
and
Mayo Clinic

I. PURPOSE

To establish a formal collaborative relationship between the Department of Health and Human Services (DHHS) on behalf of the Indian Health Service (IHS) and Mayo Clinic (Mayo) that capitalizes on the individual and combined strengths of both Mayo 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 and the IHS share a philosophy of collaboration, teamwork, cooperation, open communication, and commitment to respectfully serve patient and community needs. Through Mayo's Native American Programs, the AI/AN communities that have worked with these programs know Mayo's commitment to these values. These Mayo 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 Mayo has worked to integrate traditional medicine practices and ceremonies into their care when this has been requested. Mayo's Native American Programs have, since their inception, complemented IHS goals and objectives.

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

- Education and training. Mayo 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. Such opportunities shall include, but not be exclusive to, Mayo.
- Career opportunities for qualified professionals. Working together, Mayo 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 Mayo, and to positions in IHS and tribal clinics. Consistent with the Mayo principle to serve patient needs "from our communities, regions, the nation, and the world," Mayo will work with the IHS to recruit professionals to serve in IHS and tribal facilities where medical and allied health shortages limit communities' access to quality care. Efforts to encourage employment in biomedical careers that serve AI/AN populations are already a part of the efforts of Mayo's Native American Programs.
- Research to address AI/AN health issues. In consultation with the tribes, Mayo 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. Mayo 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. Mayo 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.

These areas of collaboration build on the education, service, and research efforts of the Mayo Clinic Cancer Center's Native American Programs. The relationship between the IHS and Mayo, encompasses fully Mayo'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 Mayo 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 Mayo 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 Mayo's Native American Programs: Recognizing that Mayo'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 Mayo's relationship with the Indian Health Service, they shall be partners to the planning, development, and execution of all collaborations.

IV. PUBLICITY

Without express written consent of the Parties, neither Mayo 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 or trademarks of the other without 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. PERIOD OF AGREEMENT

This relationship will be in effect for up to 5 years contingent on a satisfactory annual review by members of the IHS and Mayo. Either party may end the relationship by giving written notice to the other party. Amendments to the relationship may be incorporated during the annual review or at other times with the written agreement of both parties. After five years, the relationship may be renewed, if both parties agree.

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. AUTHORIZING SIGNATURES

For the Department of Health and Human Services / Indian Health Service:

By: Charles W. Grim 7/10/06
 Charles W. Grim, D.D.S., M.H.S.A. Date
 Director, Indian Health Service

For MAYO:
 Mayo Clinic, a Minnesota Non-profit Corporation

By: Denis A. Cortese 7/10/06
 Denis A. Cortese, M.D., President/CEO Date

By: Glenn S. Forbes 7/10/06
 Glenn S. Forbes, M.D. Date
 Chief Executive Officer, Mayo Clinic Rochester

By: Franklyn G. Prendergast 7/10/06
 Franklyn G. Prendergast, M.D., Ph.D. Date
 Director, Cancer Center