

**Memorandum of Understanding  
between  
The United States Department of the Interior  
National Park Service, Jewel Cave National Monument  
and  
Custer Regional Hospital**

This Agreement is made and entered into between Custer Regional Hospital (Partner) and the United States Department of the Interior, National Park Service (NPS), by and through the Superintendent of Jewel Cave National Monument (Park).

**ARTICLE I – Background and Objectives**

The objective of this Agreement is to foster a partnership between the NPS and Partner to encourage and promote public use of the Jewel Cave National Monument to foster and encourage the use of National Parks for outdoor recreation and exercise to increase public health and fitness through nature.

Jewel Cave National Monument, the second longest cave in the world with over 160 miles of mapped passages, was established as a National Monument in 1908 because of its scientific value and public interest. The surface of the monument includes varied topography with three miles of hiking trails and ponderosa pine forest.

The NPS seeks to encourage public use of park lands by promoting opportunities for outdoor recreation through increasing public outreach, education programs, and ranger-led activities. The Park will cooperate with its Partner to encourage outdoor recreation and healthy living as part of the daily practice of health practitioners. Through the partnership, the Partner will assist the Park by providing expertise and support in the creation and promotion of outdoor recreation programming at the Park. The Park will support Partner's mission of promoting healthy living, by providing a safe and well-maintained areas for public use and recreation and provide the Volunteers in Parks program as a way to engage the public in park programs that will benefit their health and provide regular physical activity.

The Park is uniquely qualified to promote programs related to outdoor recreation and maintains the almost four miles of surface trails and one mile of subsurface trails for the benefit and enjoyment of approximately 100,000 annual visitors. The Park objectives for establishing this Agreement with the Partner focus on encouraging use of the Park to provide healthy exercise for patients under the care of a physician or other health care provider. In addition, the Park seeks to establish venues for public outreach, targeting a new visitor audience focused on outdoor recreation and the associated healthy benefits. As a result of this Agreement, the Park will meet its mission of developing its potential for outdoor recreation.

The NPS encourages park managers to form partnerships with organizations that can support the efforts of the NPS sites. The NPS recognizes the benefits of cooperative conservation (in accordance with Executive Order 13352, Facilitation of Cooperative Conservation), as well as

the significant role partners play in achieving conservation goals and supporting conservation initiatives on behalf of the NPS.

The America's Great Outdoors initiative and the NPS "Call to Action" initiative, particularly *Call to Action # 6: Take a Hike and Call Me in the Morning* provide an opportunity to address factors which will shape attitudes toward the outdoors. The level of participation in outdoor activities is increasingly understood as significant to public mental and physical health. Many indicators exist, underscoring the point that participation in active outdoor pursuits has declined. The Kaiser Family Foundation has documented a dramatic surge in time devoted to "screen time" by America's youth to 7.5 hours per day, on average, up by an hour a day in just five years. Obesity nationwide, and especially among youth, is labeled as an epidemic and is connected to increases in early onset of diabetes and other chronic health problems. And chronic illnesses which are lifestyle-induced are now linked to 70% of national health costs and rising, a major factor in the escalation of healthcare costs to more than 16% of GDP and some \$8,000 per capita. In addition to the physical consequences of more sedentary lifestyles, the medical community is concerned about mental consequences of lifestyles with limited contact with the outdoors, linking this decline to increased stress and depression. America's Great Outdoors and The Call to Action initiatives present a unique and valuable opportunity to unite future-focused conservation strategies with future-focused healthcare, uniting leaders in both communities and making possible a synergy that will serve both movements, and the nation.

The NPS and Partner desire to build opportunities for local communities to enjoy outdoor recreation and education programs in the Park. The NPS and Partner also wish to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations to enjoy the natural, cultural, and recreational resources of the national park system.

Public outreach and educational programs will increase the public's knowledge and awareness of potential outdoor recreation activities at NPS sites, specifically the Park. This Agreement will ensure that the outdoor recreation activities and education programs are inclusive, safe, and developmentally and culturally appropriate. In addition, this Agreement seeks to develop partnerships with local communities and schools for the purpose of linking diverse audiences with physical activity opportunities via outdoor recreation.

## **ARTICLE II - Authority**

NPS is authorized to enter into this Memorandum of Understanding pursuant to 16 U.S.C. §§ 1-4 and 6, 16 U.S.C. § 18g-j, and 43 U.S.C. § 1473a.

## **ARTICLE III – Responsibilities and Understandings of the Parties**

### **A. NPS agrees to:**

1. Assist Partner in researching and assembling information concerning outdoor recreation through the "Park Prescription Program" and provide methods for disseminating such information to the general public and park visitors.

2. Facilitate public outreach to diverse audiences and increase awareness among youth and adults regarding the outdoor recreation and Volunteer in Park opportunities available in the Park and nearby communities.
3. Provide logistical support to Partner as mutually agreed upon.
4. Manage the training, oversight and supplies (including uniform) for participants as Volunteer in Parks program participants.
5. Develop ranger-led activities and educational programs that encourage public use and promote the benefits from outdoor recreation. In addition, feature a variety of recreation and physical activity opportunities available to youth and adults in the Park.
6. Assign an appropriate NPS employee to monitor the ongoing work, to respond to questions about the nature and goals of the project, and act as a liaison among the Parties.
7. Organize all project related events which are held on NPS grounds.

**B. Partner agrees to:**

1. Encourage public use and outdoor recreation opportunities within the NPS, specifically at the Park, and establish a connection between outdoor recreation and healthy living by providing to visitors and the general public physician expertise, knowledge, and insight regarding the benefits of physical activity and outdoor recreation.
2. Share information on any research or studies it does and assemble information concerning outdoor recreation, physical activity, and the benefits of healthy exercise in cooperation with NPS. This includes the participation in a comprehensive "Park Prescription Program", for "prescribing" a variety of outdoor recreation activities as appropriate for each participant. Share basic information with the Park on the number of "Park Prescriptions" issued and demographics of patients participating, and any success stories related to the program.
3. Share informational resources with patients and/or the public that feature Jewel Cave's recreational opportunities available to patients, the general public, and park visitors, and develop connections with local community organizations to promote outdoor recreation activities through the use of parks and trails.
4. Integrate knowledge and expertise of health and physical activity into NPS outdoor recreation outreach and education programs, become familiar with park resources, and fully utilize the recreation opportunities in the development of education programs and activities that encourage public use and benefits from outdoor recreation.

**C. NPS and Partner agree to:**

1. Cooperate with educational institutions and others in order to assist in establishing education programs and activities and to encourage public use and benefits from outdoor recreation.
2. Provide the general public with educational programs about outdoor recreation and the associated healthy benefits of physical activity.
3. Establish connections with local communities and local schools to engage diverse audiences and increase awareness of outdoor recreation opportunities in the Park.
4. Maintain regular communications on projects agreed to pursuant to this Agreement.

#### **ARTICLE IV – Term of Agreement**

Unless terminated earlier by operation of terms of this Agreement or by Agreement of the parties in writing, this Agreement shall be in effect for a period of five (5) years from the date of execution. The date of execution is the date of the last signature affixed to this Agreement. Any and all provisions of this Agreement which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforced.

#### **ARTICLE V – Key Officials**

A. Key officials are essential to ensure maximum coordination and communication between the Parties regarding the work to be performed. They are:

1. For the NPS:

Lawrence E. Johnson, Superintendent  
Jewel Cave National Monument  
11149 US Highway 16, Building B12  
Custer, SD 57730  
Telephone: 605-673-8302  
Facsimile: 605-673-8301  
E-mail: [jeca\\_superintendent@nps.gov](mailto:jeca_superintendent@nps.gov)

2. For the Partner:

Veronica Schmidt, Chief Executive Officer  
Custer Regional Hospital  
1039 Montgomery Street  
Custer, SD 57730  
Telephone: (605) 673-2229  
E-mail: [vschmidt@regionalhealth.com](mailto:vschmidt@regionalhealth.com)

- B. **Changes in Key Officials** – Neither the NPS nor the Partner may make any permanent changes in a key official without written notice to the other Party reasonably in advance of the proposed change.

#### **Article VI. Standard Clauses**

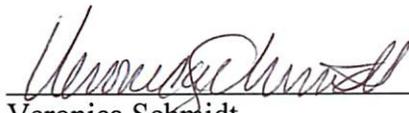
- A. **Non-Discrimination**: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations**: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval**: The [Partner or Partners] shall obtain prior written approval from the NPS before:
1. Holding special events within the Park [if the partnership is with a park];
  2. Entering into third-party Agreements of a material nature;
  3. Assigning or transferring this Agreement or any part thereof;
  4. Constructing any structure or making any improvements within the Park's boundaries;
  5. Releasing any public information that refers to the Department, the NPS, the [Park or NPS Program], any NPS employee (by name or title), this Agreement or the projects contemplated hereunder.
- D. **Compliance with Applicable Laws**: This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. **Disclaimers of Government Endorsement**: The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the Partner's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the Partner related to this Agreement.

- F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Partner.
- G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. **No Agency:** The Partner are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will the Partner represent themselves as such to third parties. The NPS is not an agent or representative of the Partner, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between Partner and the NPS.
- I. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the Partner from entering into similar Agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- J. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Article VII. Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

**FOR THE Custer Regional Hospital**



Veronica Schmidt

Chief Executive Officer, Custer Regional Hospital

11/6/12  
Date

**FOR Jewel Cave National Monument**



Lawrence E. Johnson

Superintendent, Jewel Cave National Monument

11/6/12  
Date