

Memorandum of Understanding **Regarding CHOICES: Learning Collaborative Partnership**

This Memorandum of Understanding (“MOU” or “agreement”) effective on the last date of signature below is between President and Fellows of Harvard College, a Massachusetts nonprofit educational corporation acting through the TH Chan School of Public Health/Harvard Prevention Research Center on Nutrition and Physical Activity (HPRC) located at 401 Park Drive, 4th Floor West, Boston, MA 02215 and City of San Antonio on behalf of the Metropolitan Health District, 111 Soledad, Suite 1000, San Antonio, TX 78205-2290 (“Organization”). This MOU describes the understanding between the parties regarding the **CHOICES Learning Collaborative Project (“CHOICES Project”)**.

The parties will collaborate to support states, cities and counties in preventing childhood obesity by building local capacity among decision-makers to choose and implement cost-effective strategies.

Accordingly, the parties agree as follows:

A. The CHOICES Project through the HPRC will provide:

- Training opportunities and technical assistance through site visits and in-person meetings
- A package of tools and resources to use for the initiative to identify your organization’s/community’s priorities
- Virtual technical assistance through online meetings, webinars, and conference calls
- Guidance in the development of tailored, locality-specific childhood obesity prevention intervention strategy cost-effectiveness estimates
- Support throughout the project period to ensure that key findings can be used to inform decision-making, strategic planning, and tactical implementation by the local partnership team
- Funding resources in the amount of \$50,000
- Travel costs associated with in-person meetings in Massachusetts

B. Organization will:

- Identify two focus interventions from a menu of over 30 options to be tailored to the individual state/city/county
- Identify relevant data sets or sources to tailor models and collect relevant data
- Share tools and resources used or developed by local project teams during the project with the CHOICES team
- Submit mid and final project reports (templates will be provided)
- Attend virtual kick off meeting, local meetings, participate in relevant webinars and conference calls; local partners must have capacity to participate in virtual meetings through the WebEx platform
- Share experiences/best practices with agency staff and leadership, as well the CHOICES team (information will also be distributed to the project funder and national partners as appropriate)
- Provide feedback and suggestions on project activities as requested via questionnaires and/or interviews with CHOICES team, including willingness for the CHOICES team to contact members of the local team post-project to gather data on further progress in using model results for decision-making
- Participate in communication activities including the promotion of learnings and results to other partnering localities and stakeholders
- Identify a plan for integrating cost effectiveness methods in decision making/strategic program planning
- Link project activities and findings to the agency’s quality improvement plan, health improvement plan, and/or strategic plan



C. Summary Table of Tasks, Deliverables and Due Dates

Task	Deliverable	Due Date
1	Baseline surveys & phone interviews with state project lead/team	By July 30, 2017
2	Learning Session 1: Virtual Kick Off	July 20, 2017 1:00-4:00 EST
3	Learning Session 2: In-person training in Boston, MA	Aug 1 and Aug 2, 2017
4	Learning Session 3: In-state stakeholder convening/site visit	Late Sept/Early Oct 2017
5	States finalize interventions for modeling	October 31, 2017
7	Bi-weekly check-in calls with HPRC and state project lead	October 2017-June 2018
8	Health agencies teams finalize implementation activities for modeling	Dec 15, 2017
9	Learning Session 4: In-state stakeholder convening/site visit	Late Jan/Early February 2018
10	Learning Session 5: Virtual Mid-Term Meeting 1	March 7, 2018 1:00-4:00 EST
11	Draft final report and communication plans due	April 13, 2017
12	Learning Session 6: Virtual Mid-Term Meeting 2	April 25, 2018 1:00-4:00 EST
13	Learning Session 7: In person Boston, MA	TBD: Late May/Early June 2018
14	Final reports due	June 15, 2018
15	Follow up surveys and phone interviews with state team members	By June 30, 2018
16	Communicate with HPRC regarding data on progress to-date	Post-project year

D. Invoicing and Reporting

The total reimbursable amount may not exceed \$50,000. Incurred costs must be reasonable and relate to the partnership activities. Organization will submit invoices to the HPRC (to Katie Giles at cgiles@hsph.harvard.edu) related to the following milestones:

1. 25% of awarded funds after attendance at initial training (August 2, 2017)
2. 25% of awarded funds after the first in-state stakeholder meeting (October 6, 2017)
3. 25% of awarded funds after the second in-state stakeholder meeting (February 15, 2018)
4. 25% of awarded funds after submission of draft report and implementation plan (June 30, 2018)

E. Use of Funds

Please note that no part of these funds may be used to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945 (d)(1) of the Internal Revenue Code).

F. Results, Other Communication/Dissemination Materials, and Manuscripts

HRPC will develop intervention model results and related interpretative reports ("Results"). Using HRPC's copyrighted template and with HRPC's assistance, Organization will develop a one-pager and/or a two-pager issue brief for each intervention modeled ("Briefs"). HRPC is the owner of the Results and the Briefs. Organization has a royalty free, non-exclusive right to use the Results and Briefs to inform decision making processes, for communication efforts, and to support plans. Nothing in this Agreement shall be construed as a right or license to use the Results and/or Briefs for any other purpose, including a commercial purpose.



Organization shall not add to, alter or otherwise modify the Results or Briefs, without the prior express written consent of HRPC. Dissemination of the Results and/or Briefs by Organization shall be consistent with restrictions contained in this agreement, legends or restrictions on the Results and/or Briefs, and the CHOICES Project Guidelines for Sharing and Communicating Results (“Guidelines”) which are incorporated by reference in this agreement.

Other communication and dissemination materials developed by Organization must not include any “CHOICES” or “Harvard” logos or marks and are subject to additional requirements in the Guidelines.

Manuscripts that may be developed in the future for submission to peer-reviewed journals regarding intervention modeling results will be subject to additional standards and requirements of HRPC as usual with publications.

Nothing in this agreement shall be construed as a right or license of the Organization or any other person (other than HRPC) to use the “CHOICES” or “Harvard” logos or marks, and such use is expressly prohibited.

G. Modification and Termination and Notices

The HRPC reserves the right, in its sole discretion, to modify and negotiate final terms and conditions. This agreement can be terminated at the will of either party and is applicable for the duration of the CHOICES implementation phase (2017-2018). Notices under this MOU shall be sent by US Certified Mail, Return Receipt Requested to the address of the party shown above. Upon termination, the parties shall cooperate to ensure that termination is completed in an orderly and reasonable manner, which includes a final project status report. This MOU is intended to cover the entire CHOICES Project year set forth in Section D above unless earlier terminated. The obligations contained in Sections E-H survive termination or expiration of this MOU.

H. Names and Trademarks etc.

The parties mutually agree to use the name of the other only in an accurate, factual, and descriptive manner, and only as they pertain to the terms of this MOU; and further agree not to use the name, logos, or trademarks of the other or the name of any team member of either party in commercial or non-commercial advertising or promotion, or in any other manner, without the prior written permission of a duly authorized officer of the respective party and, in the case of a team member, also the prior written permission of the team member.

By signing below, the parties agree to this MOU through their duly authorized respective representative indicated below.



Signed by:
President and Fellows of Harvard College,
acting through the TH Chan School of Public Health
Health District

City of San Antonio
on behalf of the San Antonio Metropolitan

Steven Gortmaker, PhD

Principal Investigator
CHOICES Project

Date

Dr. Colleen Bridger, PhD, MPH,

Director
Metropolitan Health District

Date

