

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
FIT KIDS OF SOUTHWEST OKLAHOMA, INC.
AND
PARTICIPATING PARTNERS**

SUBJECT: Agreement Between Fit Kids of Southwest Oklahoma, Inc. and Participating Partners as Approved by the Executive Board of Directors of the Fit Kids of Southwest Oklahoma, Inc.

1. References.

Fit Kids of Southwest Oklahoma, Inc. Constitution (Tab A)

Fit Kids of Southwest Oklahoma, Inc. Web Site Agreement (Tab B)

Fit Kids of Southwest Oklahoma, Inc. Partnership Application (Tab C)

2. Purpose. This Memorandum of Agreement (MOA) between the Fit Kids of Southwest Oklahoma, Inc. and its partner(s) defines the responsibilities of both parties to provide opportunities to increase significant physical activity and improved healthy nutrition programs.

3. Background.

a. The Fit Kids of Southwest Oklahoma, Inc. is a group of community leaders that have come together to deal with childhood obesity. They recognize they must all work together in order to be effective with dealing with this epidemic facing the Southwest Oklahoma communities and the Nation. It is clear that only by working together can we make difficult changes necessary to impact what they consider to be the most important health care issue of our generation. They further recognize, no one person, no one group, could possibly have the ability to impact the necessary change on their own.

b. They further recognize that to make a significant difference, they must affect two things: increased significant physical activity and improved healthy nutrition.

c. Several of the initiatives derived from the Fit Kids of Southwest Oklahoma, Inc. are:

(1) School Based Initiatives. Alliance for a Healthier Generation, Polar Fitness Monitoring, Beat the Track, CATCH, After School Program – YMCA, Farm to School, Dietary Changes in Lawton Public Schools, Safe Routes to School, W.A.L.K., and Sixth Hour Electives at YMCA.

- (2) Fitness and Wellness in the Community. Fitness Trailway, Friends of the Trail: Bike and Pedestrian Paths in Lawton, Coaches University, Spirit of Survival Marathon, Community Gardens, and Farmers Market.
- (3) Healthy Eating in the Community. Education Campaign, Fast Food Initiative, Church Based Initiatives, and Cooking Demonstration.
- (4) Fitness and Wellness in the Workplace. Community and Business Accessibility: Model City Program and Strong and Healthy Oklahoma Initiative: Make It Your Business.

4. Responsibilities.

- a. Fit Kids of Southwest Oklahoma, Inc. will provide subject matter expertise and support necessary to implement quality physical activities and healthy nutrition programs. The Fit Kids of Southwest Oklahoma, Inc. will also collaborate to inform community members of the physical activities and programs available throughout the community.
- b. Fit Kids of Southwest Oklahoma, Inc. also agrees to maintain a website that can be used as a medium to advertise activities and programs available to organizations and community members that want to be a part of this community based program which is solely dedicated to initiatives that deal with childhood obesity. The specific terms of agreement for this website are at appendix c.
- c. Individuals and organizations may enter into an individual contractual agreement with others for sponsorship, grants, and funding of their physical activities and healthy nutrition programs, but these individual agreements shall not obligate the Fit Kids of Southwest Oklahoma, Inc. to costs related to such agreements.
- d. Both parties agree that the activities and special activities to be provided under this coalition shall meet the requirements as outlined in the Constitution (appendix A) and the application to be a part of the Fit Kids of Southwest Oklahoma, Inc. Coalition (appendix B).
- e. Fit Kids of Southwest Oklahoma, Inc. will not charge fees for services rendered by the coalition.
- f. Fit Kids of Southwest Oklahoma, Inc. will make every reasonable effort to promote and support activities of individuals and organizations approved to be a part of the Fit Kids of Southwest Oklahoma, Inc. Coalition.
- g. Individuals and organizations requesting to be a part of the Fit Kids of Southwest Oklahoma, Inc. Coalition will be evaluated by the Executive Board of Directors of the Fit Kids of Southwest Oklahoma, Inc. Coalition. The evaluation process shall include the input of the assigned representative for the individual or organization requesting to partner with the coalition. In particular, the individual or organization shall provide the Fit Kids

of Southwest Oklahoma, Inc. Coalition with a background check for each individual and organization requesting to be a part of activities or special events where children are involved. No individual or organization will be a part of the Fit Kids of Southwest Oklahoma, Inc. Coalition unless a criminal background check is provided for each member or volunteer supporting the activity or special event.

h. Individuals and organizations desiring to be a part of the Fit Kids of Southwest Oklahoma, Inc. Coalition will meet prior to the event to be held with the intent for the individual or organization to provide the Board of Directors an update on the activity/special event.

i. Fit Kids of Southwest Oklahoma, Inc. Coalition and all individuals and organizations desiring to be a part of the coalition agrees to indemnify and hold the other harmless from any claims or actions brought against either party by reason of the acts or actions of the indemnifying party or its employees, including costs and attorney fees incurred in defending such claim or action.

5. Effective Date. 1 April 2009

6. Point of Contact (POC). Comanche County Memorial Hospital, Dr. Ben Cooper, M.D., Administrative Physician, 580-585-5465, cooperb@ccmhonline.com.

Dr. Benjamin Cooper, M.D.
Administrative Physician

(Date)