



# PARK RX

## Tip Sheet for Southeast Minnesota

The Minnesota Department of Natural Resources is working with the Park Rx America on-line platform to provide a tool for Minnesota health care providers to use when connecting patients to healthy lifestyle habits, including prescribed time outdoors in nature.

In southeast Minnesota, Whitewater State Park Lead Interpretive Naturalist, Sara Holger, is leading a team of volunteers to introduce the cities and towns in the region to the Park Rx America platform. The team is offering assistance in getting each community's parks uploaded into the national database. Once uploaded into the database, local health care providers in your area will be able to prescribe residents in your community time outdoors at nearby parks. This is a major step to fostering a healthier and happier Minnesota!

This tip sheet will guide your community leaders through the necessary steps to participate in the Park Rx pilot project.

To participate in the Park Rx effort, please review the following steps:

1. Someone from your city staff will need to register on-line with Park Rx America. There is no cost to register and this basically initiates the account set-up process for your city. To register, visit <https://parkrxamerica.org/parks/> and fill in the on-line form on the right side of the screen.
2. Next, your city board will need to submit a MOU to Park Rx America before you can begin to enter your city park data into the nationwide database. You may use the MOU template in this document. Feel free to tailor the document to the needs of your community.
3. Once your MOU is approved and signed by your city council, email that to Park Rx America at: [matty@parkrxamerica.org](mailto:matty@parkrxamerica.org). Upon approval of your MOU, Park Rx America will send you a login name and password so you can access the on-line database. The approval process may take up to one month.

4. While you are awaiting the approval of your Park Rx America account, you can begin assembling an inventory of your city parks. You may use the attached spreadsheet to gather the required data for each of your city parks.
5. Once you receive the email verification from Park Rx America with your username and password, you can begin entering your park's information into the on-line database.
6. If you do not have the staff or capacity to enter your own data, you can send your log-in information and a spreadsheet of your parks along with up to two photos for each park to our team so they can upload the data for you. When our team receives your park data spreadsheet and photos, we will enter the data into the on-line database.
7. Once the data for the towns in your county are all entered into the Park Rx America database, we will be notifying health care providers in your county that the Park Rx America tool is ready for use in your county.

Over the coming years, we hope to offer regularly scheduled Providers to Parks Field Days and other special events and trainings to introduce area health care providers to the variety of high quality parks throughout the region and to the tools they can use to prescribe outdoor time to the families they serve. Your participation in this pilot project is very important to the success of this effort!

If you have any questions, comments or suggestions, please contact Sara Holger at 507-312-2308 or [sara.holger@state.mn.us](mailto:sara.holger@state.mn.us) . You may also contact Sara to request Park Rx information packets be sent to you and/or your city council.

To learn more about Park Rx America visit [www.parkrxamerica.org](http://www.parkrxamerica.org) .

**City of Rochester Parks and Recreation Department**

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (MOU) is entered into between Park Rx America, a 501(c)(3) charitable organization established pursuant to section 501(c)(3) of the United States Internal Revenue Code (hereinafter referred to as "Park Rx"), having its principal place of business at 1102 Monroe Street NW, Washington, DC 20010, and the City of Rochester (hereinafter referred to as "City") having a principal place of business at 201 4th Street SE, Rochester MN 55904.

1. Term

1.1 Effective date: August 1, 2019.

1.2 Expiration date: August 1, 2022, or upon request of either party.

This MOU is not a legally binding agreement. It lays out the Parties intentions. Neither Party has any financial obligation to each other. If at any point the Parties wish to enter into a legally binding agreement it shall be done in writing, signed by authorized representatives of each Party.

2. Scope

2.1 The mission of Park Rx is to enable healthcare providers to prescribe patients visits to parks and other natural areas in real-time in the clinical practice setting; and

2.2 The CITY has adopted a Park System Plan which in part is to leverage park and recreation to improve public health and well being; and

2.3 The objectives of Park Rx and CITY align to promote the CITY's outdoor park, trail, and recreation assets for the purpose of enabling healthcare providers to prescribe visits to CITY sites; and

2.4 The purpose of this MOU is to advance the mutual goals of the Parties in documenting the health and wellness benefits of visiting parks and natural areas. Together the Parties seek to make public park, trail, and recreation information available for use by Park Rx America and to collect and maintain information that is consistent, accurate, and reliable for the sites under the jurisdiction of the CITY and to connect collected information with healthcare providers for the sole purpose of prescribing visits to CITY sites.

3. Conditions

The CITY will:

- Provide the most recent information that is readily available about its sites and programming in the format specified by Park Rx, including periodic updates.
- Provide information that remains static over time, to reduce need for frequent updating. CITY will attempt to provide information for as many attributes as possible, within the scope of using static and relevant information
- Allow Park Rx to use CITY logos, with CITY approval and specifications, where pertinent, in program marketing (print, social media, web) and public relations (print, radio, social media, TV) efforts that adhere to local and national brand requirements, provided that, the use of CITY logos is for the purposes outlined herein and does not portray CITY in any negative, demeaning or derogatory manner.

Park Rx America agrees to:

- Manage the Park Rx website, give information about the CITY sites that is readily available in order to incorporate the CITY site information into the Park Rx database; facilitate the CITY's effort to provide CITY site data suitable for healthcare providers to prescribe visits to specific CITY sites.
- Share research on the benefits of prescribing park visits and, when available, Park Rx will provide CITY with information of the number of park prescriptions issued, the CITY sites and activities prescribed, and the numbers of completed visits. Any and all research conducted by Park Rx that involves use of CITY information will be shared with the CITY when available.
- Allow CITY to use Park Rx logos, where it is pertinent, in program marketing (print, social media, web) and public relations (print, radio, social media, TV) efforts that adhere to local and national brand requirements.
- Work with CITY to establish a mutually agreed policy and procedure on advertising on CITY's web pages, to include agreement on approval, format, content, duration, fees and revenue sharing.
- Park Rx will not use CITY information and data provided for any purpose outside of this MOU, specifically only for the purpose of connecting healthcare providers to accurate information about CITY sites for "prescriptions" and related data analysis to be shared with the CITY. Further, the CITY is the sole owner of its data and information about its sites and any other information provided to Park Rx.

Both parties agree to:

- This MOU will commence on the Effective Date and will expire three (3) years from the Effective Date. Either party terminate this MOU at any time for any reason upon thirty (30) days written notification to the other Party.

- Nothing in this MOU, including the fact of this MOU itself, shall be construed to create between the Parties any relationship of partnership, joint venture, association, or any other form of entity and the Parties disclaim the existence of any such relationship.
- Park Rx shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability, or national origin. In the event that Park Rx is determined by the final order of an appropriate agency or court to be in violation of the non-discrimination provision of Federal, State, or local laws, this MOU may be terminated or suspended in whole or in part by the CITY and Park Rx may be declared ineligible for further CITY agreements.
- All activities conducted by Park Rx and CITY in furtherance of this MOU will be in accordance with CITY rules and regulations as well as local, state, and federal law.
- Each person executing this MOU, whether on its own or on the behalf of any organization, hereby certifies that they have been duly authorized to execute this MOU on behalf of such organization.

#### 4. Government data practices and intellectual property

5.1 Government data practices. Park Rx America and the City must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by the State under this MOU, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Park Rx America under this MOU. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either Park Rx America or the State.

If Park Rx America receives a request to release the data referred to in this clause, they must immediately notify and consult with the State's Authorized Representative as to how Park Rx America should respond to the request. Park Rx America's response to the request shall comply with applicable law.

#### 5.2 Intellectual property rights.

Intellectual property rights. The City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created under this MOU.

4. Authorized Representative

The City's Authorized Representative is Michael J. Nigbur, Parks and Forestry Division Head, 201 4th Street SE Rochester MN 55904, phone: 507-328-2541, Email: mnigbur@rochestermn.gov or their successor, and has the responsibility to monitor the performance and the authority to accept the services provided under this MOU.

Park Rx America's Authorized Representative is John Henderson, Executive Director, 1102 Monroe St NW, Washington DC 200010 Phone: 202-549-8233, Email: john@parkrxamerica.org, or their successor.

5. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

6. Termination

Either party may terminate this MOU at any time, with or without cause, upon 30 days' written notice to the other party.

Park Rx America

City of Rochester

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_