



Healthier Kids  
Foundation

4040 Moorpark Avenue, Suite 100  
San Jose, CA 95117  
Phone: 408 564 5114  
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[www.hkidsf.org](http://www.hkidsf.org)

MEMORANDUM OF UNDERSTANDING BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
HEALTHIER KIDS FOUNDATION  
SCHOOL YEAR 2019-2024

This Memorandum of Understanding (MOU) is an Operational Agreement between the Mountain View Whisman School District (MVWSD) and the Healthier Kids Foundation Santa Clara County (HKF). The purpose of this MOU is to establish the terms and conditions under which MVWSD and HKF agree to work collaboratively to utilize information contained in student registration/enrollment forms for enrollment into subsidized health coverage programs for children, for students from 6 months through preschool whose school records indicated that students do not have health insurance status, in order to promote the subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated. MVWSD and HKF agree to work collaboratively to promote subsidized health education, health coverage screening programs, oral health education, and case management for children that receive a referral.

The parties agree to comply with the terms and conditions contained in this MOU. IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

APPROVED FOR MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

\_\_\_\_\_  
Cathy Baur, Chief Academic Officer

\_\_\_\_\_  
Date

APPROVED FOR HEALTHIER KIDS FOUNDATION:

  
\_\_\_\_\_  
Kathleen M. King, Chief Executive Officer

  
\_\_\_\_\_  
Date

ARTICLE I  
PROGRAM AND GENERAL PROVISIONS

1. PROGRAM

Mountain View Whisman School District (MVWSD) and Healthier Kids Foundation (HKF) will work together to promote subsidized health coverage programs for children (Medi-Cal, Healthy Kids, and Kaiser Child Health Program), for students from kindergarten through grade 8, that will assist qualified low-income, uninsured children with enrolling into health coverage, and obtain access to health services. MVWSD and HKF agree to work collaboratively to promote subsidized health education, health



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coverage screening programs, oral health education, and case management for children that receive a referral.

This MOU will define the areas of the role and responsibilities for interagency cooperation in order to facilitate uninsured children with obtaining health coverage.

### **2. TERM**

This MOU is effective between the MVWSD and HKF on the date that all signatures of MVWSD and HKF are received, and shall remain in effect until June 30, 2024 unless terminated earlier or otherwise amended. Provisions of the term include an option of an additional one-year term(s).

### **3. PAYMENT**

There is no exchange of funds related to this MOU.

### **4. MVWSD RESPONSIBILITIES:**

- a. DentalFirst, VisionFirst, and HearingFirst Programs:
  - i. Provide an administrative staff member at each screening site to serve as the point of contact for screening logistics.
  - ii. Distribute blank parent forms three weeks prior to screenings, collect completed forms one week prior to screenings, and confirm pick up for forms one week before screenings by HKF staff.
  - iii. Distribute screening results to the parents of the children who were screened.
  - iv. Provide missing contact information for those children whose screening results indicate an issue for HKF's follow up.
  - v. Provide classroom rosters of all children being screened to HKF a week prior to the screenings (rosters must (a) include child's first and last name, date of birth, and gender; and (b) be provided to HKF one week prior to screening).

VI. Allow for Oral Education for students.

- i. Through the COPE Program, assist the parents of identified uninsured children with applying for and enrolling into subsidized health coverage.
  - i. Contact parents of uninsured children who are in need of enrolling them into health coverage within one week of being identified.
- j. Through the 10 Steps to a Healthier You Program, provide parenting classes on implementing healthy lifestyles in their homes.
  - i. Offer '10 Steps to a Healthier You' three-class series as often as parents and caregivers will attend (a minimum of ten parents per class).
  - ii. Provide free child supervision to any parent or caregiver who attends a class.

## **ARTICLE II GENERAL TERMS**

### **1. AMENDMENTS**

All amendments or modifications must be in writing and signed by authorized representatives of contracting parties.

### **2. TERMINATION**

MVWSD or HKF may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.

### **3. NON-EXCLUSIVE REMEDIES**

The remedies listed in this MOU are non-exclusive, and HKF retains all other rights and remedies it may have under general law, including the right to terminate the MOU immediately without advance notice if MVWSD becomes unable to perform its obligations under this MOU.

### **4. DISPUTE RESOLUTION**

MVWSD and HKF agree to utilize their respective offices to support the efforts of the other to deliver services. Both organizations agree to cooperate to resolve any disputes.

The parties acknowledge that issues may arise that require resolution between the parties. Both organizations agree to meet and confer to resolve such issues. Either part may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a part desires to meet and confer and the other party shall attend on a mutually agreed date, time, and location.

### **5. SUBCONTRACTING AND ASSIGNABILITY**

This MOU cannot be subcontracted or assigned without prior written approval of the HKF. In the event of such approval, any subcontract or assignment is subject to the same provisions for providing service as the MOU between MVWSD and HKF. MVWSD must monitor, evaluate, and account for the subcontractor(s) services and operations. Any assignment of this MOU or subcontract entered into in violation of this provision by MVWSD is void and MVWSD will held legally responsible.

**6. INSPECTION AND AUDIT**

All records, books, reports and documentation maintained by MVWSD related to this MOU, or related to the MVWSD activities under this MOU, will be open for inspection and audit by federal, state, and MOU officials, or their agents, upon demand at reasonable times. This provision survives the termination of this MOU.

**7. COMPLIANCE WITH STATUTES AND REGULATIONS**

- a. MVWSD will comply with all federal, state and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the MOU and that become effective during the term of this MOU relating to its performance under this MOU. To the extent that laws are in conflict with provisions of this MOU, the laws prevail.
- b. MVWSD will comply with all applicable subsequent amended or added federal, state and local Laws and execute amendments necessary to implement such Laws.

**8. INDEPENDENT CONTRACTOR STATUS OF MVWSD**

MVWSD will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of HKF. None of the provisions of this MOU is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this MOU. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee.

Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. MVWSD is solely responsible for the acts and omissions of its officers, agents, employees, MVWSD, and sub-contractors(s), if any.

**9. INDEPENDENT CONTRACTOR STATUS OF HKF**

HKF will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of MVWSD. None of the provisions of this MOU is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provision of this MOU. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee.

Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is

explicitly provided herein. HKF is solely responsible for the acts and omissions of its officers, agents, employees, HKF, and sub-contractors(s), if any.

#### **10. RESPONSIBILITY FOR AUDIT EXCEPTIONS**

MVWSD accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate federal, state, or county, audit agencies.

#### **11. SEVERABILITY OF PROVISIONS**

If any provision(s) of this MOU are held invalid, the remainder of this MOU remains in force.

#### **12. CONFLICT OF INTEREST**

- a. MVWSD must make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors in any state, federal or local law.
- b. In the event that a conflict of interest exists, as determined by HKF, costs may be disallowed and such conflict may constitute grounds for terminating this MOU.
- c. MVWSD employees, or any members of MVWSD employee's immediate family, are prohibited from serving on an outside review or advisory board or committee, or from holding any similar position, which either by rule, practices or action recommends, or supervises MVWSD operations under this MOU, or authorizes funding to MVWSD under this program.

#### **13. LEGITIMATE EDUCATIONAL INTEREST**

Information may be disclosed from student records without prior parent/guardian consent to HKF and its staff if the information is relevant and necessary to providing a service/benefit relating to a student or his/her family (e.g., health care or counseling). Such information must be kept confidential by HKF and its staff as set forth in paragraph 14 below.

#### **14. CONFIDENTIALITY**

- a. HKF and its staff recognize and acknowledge that HKF and its staff must protect the privacy and electronic records containing confidential student information as required by the federal Family Educational Rights and Privacy Act of 1974 (FERPA), the California Education Code sections 49060 thru and including 49079 and the California State Constitution. This includes HKF agreeing to enter into nondisclosure agreements regarding MVWSD confidential student information with individuals and/or organizations that HKF will be sharing MVWSD student information.
- b. HKF, and member of its staff and/or any of HKF's agents may not disclose any confidential information obtained as the result of HKF and MVWSD entering into this MOU, unless such disclosure is directly related to the services being provided pursuant to this MOU.

- c. All applications and records concerning any individual receiving services pursuant to this MOU are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring, or auditing of the program.
- d. No person may publish, disclose, use, or permit or cause to be published or disclosed, any confidential information pertain to services, except as provided by law. Any inadvertent or willful disclosure of any confidential information may result in criminal penalties.
- e. HKF may use information provided on MVWSD students' registration/enrollment forms only for purposes directly related to the identification of uninsured children and assistance with enrolling them into health coverage. HKF shall maintaining the confidentiality of this information, with the exception of forwarding the information on the application to certified application assistants working for the Health Trust for use in enrolling the students into a health coverage program.
- f. No information will be shared with any other government agency, including the United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social Security Administration or use the information for any purpose other than enrollment into a health coverage program.
- g. MVWSD must maintain confidentiality provisions required by law.

## 15. INDEMNITY

### **Mutual Indemnification for Agreements between Public Entities:**

In lieu of the notwithstanding the pro rate risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rate but instead MVWSD and HKF agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability, imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, or any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of their negligent acts or omissions or willful misconduct of the other parties hereto, their officer, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

## 16. INSURANCE

Without limiting the indemnification of either part to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage:

- a. A policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate;

- b. A policy of workers' compensation providing statutory coverage; and
- c. Such other insurance or self-insurance as shall be necessary to insure it against my claim or claims for damages arising under the Agreement.

Insurance afforded by the commercial general liability policy shall be endorse to provide coverage to the other party of the Agreement as an additional insured. Each party to this Agreement shall provide a Certificate of Insurance certifying that coverage as required herein had been obtained. The requirements of this section maybe satisfied by the provision of similar coverage through a self-insurance program.

## 17. NOTICES

Communications relating to this MOU will be in writing, and shall be delivered personally, sent by United State mail, or sent by email to the addresses set forth below (phone numbers also included):

Mountain View Whisman School District

Terri Wallace Kemper  
Director, Preschool Programs  
650-526-3500 x1845  
[tkemper@mvwsd.org](mailto:tkemper@mvwsd.org)

750-A San Pierre Way, Mountain View, CA 94043  
E-mail: [supt@mvwsd.org](mailto:supt@mvwsd.org)  
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Healthier Kids Foundation Santa Clara County  
Kathleen M. King, Chief Executive Officer  
4040 Moorpark Avenue, Suite 100  
San Jose, CA 95117  
E-mail: [Kathleen@hkidsf.org](mailto:Kathleen@hkidsf.org)  
Phone: 408.605.5251

## 18. APPLICABLE LAWS AND VENUE

This MOU is governed and construed in accordance with the statues of the State of California. Venue for all action is in Santa Clara County.

## 19. TOTALITY OF MOU

This MOU represents all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU is binding of the parties.