

**MEMORANDUM OF UNDERSTANDING BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND
HEALTHIER KIDS FOUNDATION
SCHOOL YEAR 2024-2029**

This Memorandum of Understanding (MOU) is an Operational Agreement between the Mountain View Whisman School District (MVWSD) and the Healthier Kids Foundation (HKF) a California non-profit. The purpose of this MOU is to establish the terms and conditions under which MVWSD and HKF agree to work collaboratively (1) to provide vision, dental, hearing screenings, and potentially My HealthFirst Universal Wellness Screenings, oral health education, case management of students that receive a referral from the screenings; (2) to enroll children into subsidized health coverage programs; and (3) to provide 10 Steps to a Healthier You! series for students in preschool. This partnership will work together to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated.

The parties agree to comply with the terms and conditions contained in this MOU.

IN WITNESS WHEREOF, the parties here to have executed this Memorandum of Understanding.

APPROVED FOR MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Dr. Ayinde Rudolph, Superintendent

Date

APPROVED FOR HEALTHIER KIDS FOUNDATION:

Melinda Kay Snavelly, Chief Executive Officer

Date

ARTICLE I

PROGRAM AND GENERAL PROVISIONS

PROGRAM

Mountain View Whisman School District (MVWSD) and HKF agree to work collaboratively to provide vision, dental, hearing screenings, and potentially My HealthFirst Universal Wellness Screenings, health education, case management of students that receive a referral from the screenings, enroll children into subsidized health coverage programs, and provide 10 Steps to a Healthier You! series for students in preschool. This partnership will work together to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated.

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

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, 2029, unless terminated earlier or otherwise amended. Provisions of the term include an option of an additional five-year term(s).

MVWSD and Healthier Kids Foundation acknowledge that Healthier Kids Foundation's obligation and ability to provide services is subject to the availability and adequacy of funding. The provision of services outlined in this MOU is contingent upon the availability of sufficient funding. Funding may be provided by MVWSD directly or sourced from an external funding entity. In the event that external funding is required, MVWSD and Healthier Kids Foundation agree to cooperate in the efforts to secure external funding for the services listed in this MOU. In no event shall any such cooperation be deemed or construed to constitute a partnership on the part of MVWSD and Healthier Kids Foundation.

MVWSD RESPONSIBILITIES:

A. ENROLLMENT IN HEALTH INSURANCE (COPE) PROGRAM

- Distribute HKF flyers and referral forms to parents whose children may need health coverage.
- Assist parents with completing HKF referral form and submit to HKF (if feasible).

B. DENTALFIRST, HEARINGFIRST, AND VISIONFIRST PROGRAMS:

- Provide an administrative staff member at each screening site to serve as the point of contact for screening logistics.
- Utilize an FTP server or DataZone to access class rosters two weeks prior to the screenings that include: school grade, teacher/class, student ID, State ID, student first name, middle name, last name, student gender, student birth date, student health plan, ethnicity, and race, up to two parents' first name, parent last name, parent preferred language, parent main phone, parent home phone, parent mailing address, and email addresses.
- Distribute screening results to the parents of the children who were screened within 48 hours of receipt.
- Provide missing contact information for those children whose screening results indicate an issue for HKF's follow up.
- Assign staff to work with HKF to escalate children referred by dentists as "24-hour emergency care needed".

C. 10 STEPS TO A HEALTHIER YOU! CLASSES

- Provide an administrative staff member for zoom class sites to serve as the point of contact for class logistics.
- Conduct outreach to parents and caregivers who may be interested in attending the five-class series.
- Provide a list of parents and caregivers who enroll into classes (if feasible)

HKF RESPONSIBILITIES:

A. ENROLLMENT IN HEALTH INSURANCE (COPE) PROGRAM

- Distribute HKF flyers and referral forms to parents whose children may need health coverage.
- Assist parents with completing HKF referral form and submit to HKF (if feasible).
- Use the information provided on the registration/enrollment forms to determine if students are uninsured.
- Contact students' parents/guardians and determine eligibility for a health coverage program and assist parents/guardians with scheduling appointments with Certified Application Assistors to apply for and enroll into health coverage.
- Assist families with the process of enrolling their children into a health coverage program.
- Ensure that information provided on students' registration/enrollment forms is used only for purposes directly related to the enrollment of students into subsidized health coverage programs.
- Destroy any copies of students' registration/enrollment forms once parents apply for health coverage.

- Maintain the confidentiality of student record information and any other confidential MVWSD information that HKF and its staff and agents obtain while performing services pursuant to this MOU and enter into non-disclosure agreements regarding MVWSD confidential student information with individuals and/or organizations that HKF will be sharing MVWSD student information.
- Visit all MVWSD school sites on mutually agreed upon dates and times for screenings.

B. DENTALFIRST, HEARINGFIRST, VISIONFIRST, AND DENTAL EDUCATION PROGRAMS

- Screen children for dental, hearing, vision issues, teach a class on dental education, and provide follow-up to the parents of those children whose screening results indicate an issue to assist parents with accessing follow-up services for their children.
- Mail screening results to administrative staff within 48 hours from the time of screening
- Provide follow up to the parents of the children whose screening results indicated an issue within three weeks of the screenings.
- Through the COPE Program, assist the parents of identified uninsured children with applying for and enrolling into subsidized health coverage.
- Contact parents of uninsured children who need to enroll into health coverage within one week of being identified.

C. 10 STEPS TO A HEALTHIER YOU! PROGRAM

- Provide parenting classes on implementing healthy lifestyles in their homes.
- Offer 10 Steps to a Healthier You! five-class series as often as parents and caregivers will attend (a minimum of 12 parents per class).

D. SMILE FIRST

- Provides interactive and informative presentations about oral health, dental hygiene, and preventing tooth decay in young children. A 15-minute in-classroom interactive presentations for children, preschool and up.
- Provide tools and resources to help maintain a good oral hygiene routine which can lead to positive behaviors and sustained good oral health outcomes.

E. HEALTHY LITTLE STEPS

- Little Steps in a 15–20-minute presentation focused on teaching habits for preventative care. These presentations focus on promoting healthy habits like playing outside and focusing on ‘everyday’ foods. We read *Potter the Otter, a Tale about Water* and review the sugar content on the sugary beverages touched on in the book.

F. BACKGROUND CHECK /FINGERPRINTING:

HKF shall be responsible, at their own expense, for ensuring background clearance for all employees of HKF coming into contact with students of MVWSD in the course of providing services pursuant with this MOU. All background checks must determine that none of the

employees or subcontractors has been convicted of a felony through the use of National Criminal Check (SSN Check), State Criminal Record Check, County Criminal Record Check, and Sex Offender Registry.

HKF shall be responsible with compliance, at their expense, with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health and Safety Code, § 1500 et seq.). HKF will obtain any required TB clearance(s) and will immediately produce those clearances to the District upon request.

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 and MVWSD retain all other rights and remedies they may each have under general law, including the right to terminate the MOU immediately without advance notice if either party 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 party may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a party 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 either party. 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. Any assignment of this MOU or subcontract entered in violation of this provision by either party is void.

6. INSPECTION AND AUDIT

All records, books, reports and documentation maintained by HKF related to this MOU, or related to the HKF 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. HKF 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 conflict with provisions of this MOU, the laws prevail.
- b. HKF 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 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 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. Each party is solely responsible for the acts and omissions of its officers, agents, employees, and sub-contractors(s), if any.

9. RESPONSIBILITY FOR AUDIT EXCEPTIONS

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

10. SEVERABILITY OF PROVISIONS

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

11. CONFLICT OF INTEREST

- a. HKF 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. If a conflict of interest exists, as determined by MVWSD, such conflict may constitute grounds for terminating this MOU.
- c. HKF employees, or any members of HKF 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.

12. 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). Such information must be kept confidential by HKF, and its staff as set forth in paragraph 13 below.

13. 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 through and including 49079 and the California State Constitution.
- b. HKF, and any 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 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 pertaining 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 maintain the confidentiality of this information, except for forwarding the information on the application to certified application assistants for use in enrolling the students into a health coverage program or providing general information required by Funders.
- f. No information will be shared with 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. HKF must maintain confidentiality provisions required by law.

14. INDEMNITY

Mutual Indemnification for Agreements between Public Entities:

In lieu of the notwithstanding the pro rata 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 rata 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.

15. INSURANCE

Without limiting the indemnification of either party 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.

16. 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
Dr. Ayinde Rudolph, Superintendent
1400 Montecito Avenue,
Mountain View, CA 94043
E-mail: supt@mvwsd.org
Phone: (650) 562-3552

Healthier Kids Foundation
Melinda Kay Snavelly, Chief Executive Officer
4040 Moorpark Avenue, Suite 100

San Jose, CA 95117
E-mail: melindas@hkidsf.org
Phone: (408) 427-2558

17. APPLICABLE LAWS AND VENUE

This MOU is governed and construed in accordance with the statutes of the State of California.

18. TOTALITY OF MOU

This MOU represents all 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.



May 7, 2024

Mountain View Whisman School District
Preschool Programs
1850 Latham Street
Mountain View, CA 94040

RE: Screening Cost for Mountain View Whisman School District

It has been great to partner with the Mountain View Whisman School District Preschool Program. Over the years, we have been able to provide over 3,250 screenings at your school site locations, and we look forward to continuing our partnership. Prior to moving forward with scheduling screenings, the Healthier Kids Foundation would formally like to inform you that screening services for Mountain View Whisman School District (MVWSD) will only be provided if we can secure funding to meet the units of service identified. Our goal is to work alongside you in identifying funds to be used to provide screenings for the students in your program. As of May 7, 2024, the Healthier Kids Foundation has secured \$11,300 that can be allocated towards the screenings in MVWSD. The remainder of the costs can be covered through a fee-for-service agreement with your district/program or in partnership securing additional external funding.

The following is the projected cost for the estimated number of students you identified for screening services for the upcoming fiscal year.

1. To receive screening services and case management support.

	Expected Number of Students	Expected Total Cost
VisionFirst	150	\$4,950.00
HearingFirst	150	\$5,775.00
DentalFirst	150	\$8,250.00
Total Cost		\$18,975.00

2. To only receive screening services.

	Expected Number of Students	Expected Screening Cost
VisionFirst	150	\$2,598.75
HearingFirst	150	\$2,227.50
DentalFirst	150	\$3,712.50
Total Cost		\$8,538.75

3. To only receive case management support.

	Expected Number of Students	Expected Case Management Cost
VisionFirst	150	\$2,722.50
HearingFirst	150	\$3,176.25



**Healthier Kids
Foundation**

Healthier Kids Foundation
4040 Moorpark Avenue, Suite 100
San Jose, CA 95117
Phone: 408.427.2558
www.hkidsf.org

DentalFirst	150	\$4,537.50
Total Cost		\$10,436.50

We look forward to our continued partnership with the MVWSD Preschool Program. Please feel free to reach out to us if you have any further questions.

In community spirit,

Melinda Kay Snavely

Melinda Kay Snavely, CEO