



Healthier Kids Foundation
4040 Moorpark Avenue, Suite 100
San Jose, CA 95117
Phone: 408.564.5114
Fax: 408.326.2711
www.hkidsf.org

**MEMORANDUM OF UNDERSTANDING BETWEEN
GILROY UNIFIED SCHOOL DISTRICT AND
HEALTHIER KIDS FOUNDATION
SCHOOL YEAR 2019--2021**

This Memorandum of Understanding (MOU) is an Operational Agreement between the Gilroy Unified School District (GUSD) and the Healthier Kids Foundation (HKF). The purpose of this MOU is to establish the terms and conditions under which GUSD and HKF agree to work collaboratively to enroll children into subsidized health coverage if needed, conduct mandatory grade dental, hearing, and vision screenings, including oral health preventive education, case management follow-up for students that receive a referral from the screenings in grades TK/kindergarten, 2nd grade, 5th grade, 8th grade, and 10th grade, and offer healthy lifestyle classes for parents, in order to promote the use of health coverage, to improve utilization of preventive health practices, and increase healthy lifestyles.

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 GILROY UNIFIED SCHOOL DISTRICT

Deborah A. Flores, Ph.D., Superintendent

Date

APPROVED FOR HEALTHIER KIDS FOUNDATION:

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

6/27/19
Date



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ARTICLE I

PROGRAM AND GENERAL PROVISIONS

1. PROGRAM

Gilroy Unified School District (GUSD) and Healthier Kids Foundation (HKF) will work together collaboratively to enroll children into subsidized health coverage if needed, conduct mandatory grade dental, hearing, and vision screenings, in grades TK/kindergarten, 2nd grade, 5th grade, 8th grade, and 10th grade, including oral health preventive education, case management follow-up for students that receive a referral from the screenings in grades TK/kindergarten, 2nd grade, 5th grade, 8th grade, and 10th grade, and offer healthy lifestyle classes for parents, in order to promote the use of health coverage, to improve utilization of preventive health practices, and increase healthy lifestyles. .

This MOU will define the areas of the role and responsibilities for interagency cooperation in order to facilitate children's health.

2. TERM

This MOU is effective between the GUSD and HKF on the date that all signatures of GUSD and HKF are received, and shall remain in effect until June 30, 2021 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. GUSD RESPONSIBILITIES:

- a. DentalFirst, HearingFirst, and VisionFirst programs:
 - i. Provide an administrative staff member at each screening site to serve as the point of contact for screening logistics.



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- ii. Supply Student Level Data Information (rosters) to HKF in CSV in FTP format in order to allow correct student information to be used during programs. Data not supplied one week in advance may require cancellation of screening and the site will have to be added to a waiting list.
- iii. Make parents aware of planned screening or classes, as needed.
- iv. Distribute screening results to the parents of the children who were screened.
- v. Provide missing contact information for those children whose screening results indicate an issue for HKF's follow up and are not listed in the roster, no later than the completion of the screening.
- vi. Rosters are needed a minimum of one week before screenings in order to upload to screening equipment.
- b. COPE Program:
 - i. Distribute HKF flyers and referral forms to parents whose children may be in need of health coverage.
 - ii. Assist parents with completing HKF referral form and submit to HKF (if feasible).
- c. 10 Steps to a Healthier You!
 - i. Distribute flyers to parents about healthy option classes.

5. HKF RESPONSIBILITIES:

- a. Use the information provided on the registration/enrollment forms to determine if students are uninsured.
- b. 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.
- c. Assist families with the process of enrolling their children into a health coverage program.
- d. 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.
- e. Destroy any copies of students' registration/enrollment forms once parents apply for health coverage.
- f. Maintain the confidentiality of student record information and any other confidential GUSD information that HKF and its staff and agents obtain while performing services pursuant to this MOU, and enter into nondisclosure agreements regarding GUSD confidential student information with individuals and/or organizations that HKF will be sharing GUSD student information.
- g. Visit all GUSD school sites on mutually agreed upon dates and times for screenings.



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- h. Through the DentalFirst, HearingFirst, and VisionFirst programs, screen children for dental, hearing, and vision issues, educate students on oral health, 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:
 - i. Distribute screening results to administrative staff within 7 days from the time of screenings.
 - ii. Provide follow up to the parents of the children whose screening results indicated an issue within three weeks of the screenings.
- 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.

ARTICLE II GENERAL TERMS

1. AMENDMENTS

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

2. TERMINATION

GUSD 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 GUSD retains all other rights and remedies it may 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

GUSD 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.



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5. SUBCONTRACTING AND ASSIGNABILITY

This MOU cannot be subcontracted or assigned without prior written approval of GUSD. In the event of such approval, any subcontract or assignment is subject to the same provisions for providing service as the MOU between GUSD and HKF. HKF 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 HKF is void and HKF will be held legally responsible.

6. 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 are in 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.

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

8. 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.

9. SEVERABILITY OF PROVISIONS

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



10. 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. In the event that a conflict of interest exists, as determined by GUSD, such conflict may constitute grounds for terminating this MOU.

11. 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 12 below.

12. 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 GUSD confidential student information with individuals and/or organizations that HKF will be sharing GUSD 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 GUSD 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 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 GUSD 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, with the exception of forwarding the information on the application to certified application assistants 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. HKF must maintain confidentiality provisions required by law.

13. 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 GUSD 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.

14. 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.

The requirements of this section maybe satisfied by the provision of similar coverage through a self-insurance program.

15. NOTICES



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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):

Gilroy Unified School District
Anna Sanfilippo Pulido
Director, Student Services
Gilroy Unified School District
7810 Arroyo Circle, Gilroy, CA 95020
Email: anna.pulido@gilroyunified.org
tel: [\(669\)205-4015](tel:(669)205-4015)
cell: [\(408\)710-6301](tel:(408)710-6301)

Healthier Kids Foundation Santa
Kathleen M. King, Chief Executive Officer
4040 Moorpark Avenue, Suite 100
San Jose, CA 95117
E-mail: Kathleen@hkidsf.org
Phone: 408.605.5251

16. APPLICABLE LAWS AND VENUE

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

17. 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.