

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
HEALTHIER KIDS FOUNDATION**

This agreement ("Agreement") is made and entered into on this 18th day of July ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), and the Healthier Kids Foundation, an children's health non-profit institution with its principal place of business located at 4010 Moorpark Avenue, Suite 118, San Jose, CA 95117. City and the Healthier Kids Foundation may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

WHEREAS, the Healthier Kids Foundation aims to ensure access to and advocacy for health care services for all children through family-centered and innovative approaches.

WHEREAS, the premise of Healthier Kids Foundation is that one child without access to health care or health coverage is one child too many.

WHEREAS, the strategies of the Healthier Kids Foundation for achieving its mission is to engage in resource development, programming, and outreach on behalf of the underserved members of the community.

AGREEMENT PROVISIONS

The Parties agree as follows:

1. SERVICES TO BE PROVIDED

- A. Healthier Kids Foundation (HKF) will provide services and resources in order to improve the health of the children in the City of Santa Clara by leveraging its own local partnerships to provide a mechanism for public agencies, schools, community-based organizations, and other service providers to collaborate and share resources.

The future of healthcare is focused on preventive health as opposed to reactive care, with preventive health care for children being one of the largest impacts over the long term. Children with a strong healthy start in life can improve their educational attainment and future employment, reduce income disparities, and improve behavioral patterns that may extend their lives. For the population as a whole, the most consistent predictor of length of life is health and level of education.

HKF will leverage its current funding for health enrollment, vision/dental/hearing screenings, and health education for parents on healthy lifestyles and extend the services to the residents of the City. With increased focus in the City, HKF intends on utilizing more resources to strategically focus on improving the health of the children in the City.

HKF will develop a consortium based on the Mountain View Los Altos (MVLA) Challenge Team's model (<http://challengeteam.org/>). The MVLA Challenge Team builds meaningful community partnerships to support the success of children, youth, and families in the cities of Mountain View, Los Altos, and Los Altos Hills. The Challenge Team brings together leaders from school districts, city and county services, parent and student groups, and other nonprofit organizations to serve youth and strengthen their community. The Challenge Team builds relationships, addresses challenges, reduces duplication of services, and explores opportunities to share resources that ultimately foster healthy youth development for all children in the area.

HKF will work with the City's Parks and Recreation Department to hold a Children's Health Fair once a year to help families understand the resources available within their community. HKF will host an Awards banquet once a year, in the evening, for student and volunteer adult awards at a time, date, and location to be determined, planned and funded solely by HKF.

HKF shall work to ensure that these six essential needs are provided to children in Santa Clara:

- Health Coverage: Identify uninsured children and assist their parents in obtaining subsidized health coverage.
- Medical Services: Enroll eligible newborns into Medi-Cal, ensure that they secure a medical home, and provide parenting resources before being discharged from the hospital,
- Vision Services: Using a high-tech photo optic scan camera, screen children for undetected vision issue and assist them with accessing follow-up vision services and prescribed treatment.
- Dental Services: Screen children for undetected dental issues and assist them with accessing follow-up dental care.
- Hearing Services: Using an AuDX Pro OEA screening device, screen children for undetected hearing issues and assist them with obtaining hearing services and receiving treatment.
- Healthy Lifestyle Skills: A free, three-class series for parents that focuses on integrating healthy lifestyles within their home to prevent or reduce childhood and adolescent obesity.

B. The City of Santa Clara will:

1. Allow a quarterly report to the City Council on key successes/failures/lessons learned.
2. Santa Clara Parks and Recreation staff will provide the Healthier Kids Foundation with a site to hold regular meetings for one and a half hours that will either be at 7 a.m. or at noon, and include food (HKF to organize the meeting, set-up the room and supply healthy meals). The meeting should occur at the same time and the same day of the week each month.
3. Santa Clara Parks and Recreation staff will provide the Healthier Kids Foundation staff with space to conduct an annual Health Faire (for each year of the three-year agreement) at a park site to include:
 - Allow other non-profit booths to be present at the faire to promote other community causes;
 - Advertise the event through the City's outreach channels, including social media, government access channel and the website; and
 - Call for volunteers to help staff the event.
4. Market and promote Healthier Kids Foundation preventative health screenings, health enrollment services, and health education through City outreach channels, including social media, government access channel and the City's website, including creating a website link from the Team for Success website to the City website.

C. The Healthier Kids Foundation will:

1. Provide a program calendar to the City of Santa Clara staff for review and to update program information and schedules to address any conflicts with holidays and/or other facility conflicts.
2. Conduct preventative screenings, including vision, dental and hearing for children and families within Santa Clara.
3. Provide case management and education services for health coverage options and healthy lifestyle skills within Santa Clara County.
4. Conduct study orientations to provide an overview of research activities.
5. Notify City of Santa Clara staff contact about any issues that may occur, such as scheduling conflicts or cancellations, maintenance needs, etc.
6. Provide general study updates quarterly to the City Council and key management staff.

7. Host an annual Awards Banquet (each year of the three year agreement) for student and volunteer adult awards at a time, date and location to be determined and funded by the Healthier Kids Foundation.
8. The following goals utilize Healthier Kids Foundation's total funding sources to complete the following activities in Santa Clara during the three years of the agreement:

First year (ages 2-18 years old)

- 500 children vision screened
- 250 children dental screened
- 100 parents in attendance at least one 10 Steps to a Healthier You session

Second year (ages 2-18 years old)

- 1000 children vision screened
- 500 children dental screened
- 500 children hearing screened
- 200 parents in attendance at least one 10 Steps to a Healthier You session.

Third year (ages 2-18 years old)

- 1000 children vision screened
- 500 children dental screened
- 500 children hearing screened
- 200 parents in attendance at least one 10 Steps to a Healthier You

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on July 1, 2019.

3. COMPENSATION AND PAYMENT.

In consideration for Contractor's performance of Services, City shall reimburse Contractor for services rendered by Contractor not to exceed \$70,000 per year, contingent upon budget approval, for a total not to exceed amount of \$210,000.

Contractor will bill City on a quarterly basis for Services provided by Contractor during the preceding quarter subject to verification by City in accordance with approved fee schedule. City will pay Contractor within thirty (30) days of City's receipt of invoice.

4. INDEPENDENT CONTRACTOR

The Healthier Kids Foundation agrees that it is not an agent or employee of City but an independent contractor with full rights to manage its employees subject to the requirements of the law.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the Healthier Kids Foundation agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become legally liable arising from Healthier Kids Foundation's sole negligence, or in proportion to the Healthier Kids Foundation's comparative fault.

City agrees to protect, defend, hold harmless and indemnify Healthier Kids Foundation's and its affiliates, directors, trustees, officers, agents, and employees, from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become legally liable arising from City's sole negligence, or in proportion to City's comparative fault.

6. INSURANCE

The Healthier Kids Foundation shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by Healthier Kids Foundation's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The Healthier Kids Foundation's shall maintain and provide evidence of worker's compensation coverage as required by law. The Healthier Kids Foundation shall provide City upon request with evidence of the insurance or equivalent self-insurance required under this paragraph.

City shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by City's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. City shall maintain and provide evidence of worker's compensation coverage as required by law. City shall provide the Healthier Kids Foundation upon request with evidence of the insurance or equivalent self-insurance required under this paragraph.

7. FAIR EMPLOYMENT

The Healthier Kids Foundation and City shall comply with all applicable Federal, State, and local non-discrimination laws and maintain all licenses required by State, Federal and local governments and regulatory agencies.


8. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties to this Agreement acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
City Attorney



RAJEEV BATRA
Acting City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:



ROD DIRIDON, JR.
City Clerk

“CITY”

HEALTHIER KIDS FOUNDATION

A non-profit institution

By: 
Name: Kathleen King
Title: Executive Director
Local Address: 4010 Moorpark Avenue, Suite 118
San Jose, CA 95117
Telephone Work: (408) 564-5114 Fax: (408) 326-2711