

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HEALTHIER KIDS FOUNDATION**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Healthier Kids Foundation, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Memorandum of Understanding by and between the City of Santa Clara and Healthier Kids Foundation", dated July 18, 2016 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide preventative screenings, including vision, dental and hearing for children and families within the City and utilize case management to assist parents in accessing specialized care for their children and to provide case management and education services for health coverage options and healthy lifestyle skills within City, and the Parties now wish to amend the Original Agreement to extend the agreement until December 31, 2019 and continue the same preventative screening program and case management services.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 1 of the Original Agreement, entitled "Memorandum of Understanding by and between the City of Santa Clara and Healthier Kids Foundation" is hereby amended by adding a new paragraph "D" to read as follows:

"D. The Healthier Kids Foundation will:

- 1. Conduct preventative screenings, including vision, dental and hearing for children ages 0-18 and families within the City and utilize case

management to assist parents in accessing specialized care for their children.

2. Provide case management and education services for health coverage options and healthy lifestyle skills within City.

3. Provide two (2) written quantitative quarterly reports of achievement toward the following goals: a) screen 550 children for vision issues, b) screen 250 children for dental issues, c) screen 250 children hearing issues, d) 75 parents attend at least one "10 Steps to a Healthier You" workshop.

2. AMENDMENT TERMS AND CONDITIONS

That paragraph number 1 of Section 2 Term of Agreement of the Original Agreement, entitled "Memorandum of Understanding by and between the City of Santa Clara and Healthier Kids Foundation" is hereby amended by deleting the existing Section 2 Term of Agreement in its entirety and replacing it with the following:

"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 December 31, 2019."

3. AMENDMENT TERMS AND CONDITIONS

That Section 3 Compensation of the Original Agreement, entitled "Memorandum of Understanding by and between the City of Santa Clara and Healthier Kids Foundation" is hereby amended by deleting the existing Section 3 in its entirety and replacing it with the following:

"In consideration for Contractor's performance of Services, City shall reimburse Contractor for services rendered by Contractor not to exceed \$70,000 per year for Fiscal Year (FY) 2016-17, FY2017-18, and FY2018-19 and not to exceed \$35,000 for FY2019-20, contingent upon budget approval. The total not to exceed agreement amount will be \$245,000.

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. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and

effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

5. COUNTERPARTS

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.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

HEALTHIER KIDS FOUNDATION
a California corporation

Dated: 6/10/2019

By (Signature): Kathleen M King

Name: Kathleen King

Title: CEO

Principal Place of Business Address: 4040 Moorpark Avenue, Suite 100; San Jose, CA 95117

Email Address: Kathleen@hkidsf.org

Telephone: (408) ~~564-5114~~ 605-5251

Fax: (408) 326-2711

"CONTRACTOR"