

Memorandum of Understanding
Healthe Kids Institute

This Memorandum of Understanding (MOU), dated _____, 20__ (Effective Date) is between Healthe Kids Institute located at 2800 Rock Creek Parkway, North Kansas City, MO 64117 and _____ (“Organization”) located at:

| Street Address | City | State | Zip | Phone Number |
|----------------|------|-------|-----|--------------|
|----------------|------|-------|-----|--------------|

Organization consents to the operation of the applicable Program(s) at the place or places where the Program(s) will be provided (Locations).

Background

Healthe Kids agrees to provide the applicable Programs set forth in the attached Exhibit(s). Individuals and their Parent(s) who participate in the Program(s) will be referred to as Participants. Each Participant’s relationship with the Healthe Kids staff will be limited to the scope and duration of the Program and will not constitute a provider-patient or other long-term relationship.

Scheduling and Consents

Organization agrees that each Location shall coordinate and facilitate the introduction of Healthe Kids to their community and identify the contact person at each Location for the Program (Location Contact). To facilitate the introduction of the Program, Location agrees to allow Healthe Kids representatives to be present at Location’s events (such as those defined in the attached Program Exhibit(s)).

Each Location shall provide all applicable permission forms to Participants, collect them from the Participants and provide them to Healthe Kids.

Programs are subject to a minimum and maximum number of Participants, as set forth in the applicable Program Exhibit(s). If a Location does not meet the minimum number of Participants, Healthe Kids may, in its sole discretion, cancel, reschedule or modify the Program(s) and the schedule. Healthe Kids is not able to accommodate more than the stated maximum number of Participants at each Location.

Scope of Services

Healthe Kids agrees to:

- Be responsible for meeting the overall vision, mission and goals of the Program.
- Act as the primary liaison between Healthe Kids partners, including facilitating access to the resources offered by Cerner Charitable Foundation among Participants that request or require support and meet the guidelines set forth by Cerner Charitable Foundation.
- Articulate and implement all processes required for the operation of the Program.
- Coordinate Program delivery dates, required consents, equipment and personnel resources required to conduct the Program.
- Provide necessary training for Location Contacts to conduct their components of the Program.
- Provide the technology information to allow the Organization to provide access and connectivity necessary to conduct the Program.
- Provide the Program.
- Regularly communicate progress to the Organization and facilitate the resolution of all issues relating to the Program.
- Perform annual background checks on Healthe Kids staff delivering the Program.

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- Provide the opportunity for Location Contacts to provide feedback and applicable measurements regarding use of the Program, as indicated in the Program Measurements of Success.
- Provide to the Organization aggregate data reporting, specific to the Program.

Organization agrees to:

- Obtain necessary approvals from appropriate Organization administration for Healthe Kids to conduct the Program.
- Obtain necessary permissions for Participants to participate in the applicable Program components.
- Assign Location Contacts to work with the Program(s).
- Provide a clean, secure, adequate space(s) with necessary technology and electricity, as specified by Healthe Kids in which to conduct the Program.
- Not (and not allow any Organization to) issue a press release, grant interviews or provide other public dissemination of information regarding Healthe Kids without prior written consent of Healthe Kids and joint participation by Healthe Kids in each approved instance.
- Identify the cultural and language needs of Participants and provide necessary translation services. Organization will be responsible for translating all documents that will be provided to the Participants about the Program. All translations must be completed by certified translators in the language that the form is being translated into.
- Provide Healthe Kids access to the Organization's network, wireless, or otherwise, and to an information technology employee while such Healthe Kids representatives are onsite at the Organization.
- Require the Location Contacts to provide feedback and applicable measurements regarding the use of the Program, as indicated in the Program Measurements of Success.

Term

The term of this MOU will commence on the Effective Date and continue until the date thirty days after a party provides the other party with written notice of its intent to terminate this MOU.

Insurance

Each part agrees to maintain in full force and effect, at its own expense, commercial general liability insurance as may be necessary to protect itself and its employees, agents or representatives against any claims, liabilities, expenses, damages or judgments that might arise out of the Program. Minimum policy limits are one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. In the event that any of the required policies of insurance are written on a claims-made basis, then such policies shall be maintained during the term of MOU and for a period of not less than three (3) years following the expiration of this MOU. Each party shall furnish a Certificate of Insurance to the other party, evidencing the required insurance as soon as practicable after the effective date of this MOU and within thirty (30) days after renewal of any such policies.

In addition, Healthe Kids agrees to maintain in full force and effect, at its own expense, or ensure that contractors providing Screenings, if and as applicable, maintain, comprehensive medical professional liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

Security and Privacy

Healthe Kids acknowledges that Organization and its Locations have a duty to maintain the privacy of education records under federal privacy law. See the Family and Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. § 1232(g); see 34 C.F.R. 99. Although this MOU does not call for any transfer of educational records to Healthe Kids or Program representatives in its capacity as an independent contractor

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providing the Program, to the extent that Healthe Kids receives information pertaining to student Participants, Healthe Kids will preserve the privacy of the information (including, but not limited to, student passwords and identification codes, student submissions of assignments and other information). Healthe Kids will be fully responsible for any misuse of such information.

Confidentiality

Except as permitted under this Agreement, neither party will, nor will they permit their respective employees or contractors to, disclose, use, copy, or distribute Confidential Information of the other party. Healthe Kids and Organization will each (a) secure and protect the other party's Confidential Information using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but no less than a reasonable degree of care, and (b) require their respective employees and contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, including without limitation any applicable Freedom of Information Act or sunshine law, or by order of a court or other governmental entity, in which case the disclosing party will notify the other party as soon as practicable prior to such disclosure and no later than 5 business days after receipt of the order or request. Confidential information includes all technical, business, financial, and other information that is disclosed by either party to the other, whether orally or in writing, any disputes between the parties, the terms of this Agreement, and all non-public information related to Healthe Kids products, services and/or methodologies.

Americans with Disabilities Act

District represents and warrants that, as a "public entity," it and each Organization is in compliance with all regulations implementing Title III of the Americans with Disabilities Act. The Program location facilities including, but not limited to, meeting space, restrooms, other common areas, and any transportation services shall be reasonably accessible and usable by persons with disabilities. Organization will make available to Healthe Kids any accessibility aid that Organization has available during the Program if requested by Healthe Kids for Program Participants with disabilities.

Third-Party Beneficiary

Nothing contained in the foregoing MOU or the exhibits attached and incorporated herein shall be construed as creating or giving rise to any rights in any third parties, students, parents, teachers or any persons other than the parties hereto.

To indicate your acceptance, please sign where indicated below:

| | |
|---|--|
| Organization: _____ Healthe Kids Institute _____ Acknowledged and Agreed: Name: _____ Shanna Adamic Title: _____ Date: _____ | Organization: _____ _____ Acknowledged and Agreed: Name: _____ Title: _____ Date: _____ |
|---|--|

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EXHIBIT A
HEALTHE FOUNDATIONS PROGRAM:

Healthe Foundations Overview:

In an effort to improve the overall health of adolescents and awareness about healthy lifestyles, Healthe Kids developed the Healthe Foundations (HF) program to promote healthier choices, preventable medical condition awareness, and a better knowledge base for health-related decisions.

HF Goals:

Through interactive, collaborative learning, HF will:

- Support national and state health class standards and Common Core Standards
- Provide an overview of the physiology of preventable medical conditions
- Engage students in assessing lifestyle choices that may lead to preventable conditions

HF Components:

- Introduction: Awareness Card activity, introduction to Healthe Foundations including discussion about healthcare and preventable medical conditions.
- Meet Melissa: Web-based overview of healthcare delivery through a brief patient scenario.
- Roles: Via web-based content, participants experience healthcare through the eyes of a healthcare professional. Roles include: Health Coach, Pharmacist, Nurse, Physician, Technologist, and Medical and Health Services Manager.
- Meet the Patient: The care team, through web-based content, examines a patient with a preventable condition, considers lifestyle choices and reviews symptoms. The care team utilizes online research and Electronic Health Records to learn about medical procedures and the cost of poor lifestyle choices to prepare the patient for “discharge.” Preventable conditions featured include: congestive heart failure, melanoma, lung cancer, type II diabetes, head/spine trauma, stroke, heart attack, ventricular fibrillation, COPD and alcohol poisoning.
- *myStation*®: Care teams assemble computer-based peer presentations. Participants incorporate meaningful information about the health condition, such as anatomy and physiology, social impact, economic impact, and public awareness. Information is used to educate the patient on their condition as well as establish health goals and action items.
- *myStation*® Presentation: Peer presentation and review.

Additional Scope of Services for Healthe Foundations (HF)

HF agrees to:

- Items as listed in the MOU

Organization agrees to (on behalf of each Location):

- Require the Location Contact(s) within the Organization to complete the standard operating procedures prior to implementing HF. Require the Location Contact(s) to enroll in HF at least one month in advance and provide the HF representatives with the necessary information regarding participation.
- Require the Location Contact(s), trained within the Organization, to implement the HF curriculum in full at least one time per year for at least one class of at least six (6) participants.
- Require the Location Contact(s) within the Organization to have Participants complete the pre- and post-assessment components. Each Organization must meet the following requirements:

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- 75% of Participants, as reported by the Location Contact(s) within the Organization, must complete the pre-assessment.
- 75% of Participants, who completed the pre-assessment, must complete the post-assessment.
- Allow HF representatives to observe HF in use in the classroom.
- Provide necessary technology, as of the Effective Date, for Participants which includes, but is not limited to:
 - One computer per participant with Internet access
 - Tools such as flash drives, shared network drives or web-based document sharing tools
 - Installation of computer-based programs such as Adobe Reader and recommended web browser Google Chrome.

Measurements of Success:

1. Pre- and Post-assessment
 - a. To evaluate health literacy, Participants will be assessed through a pre- and post-assessment which evaluates their understanding of a preventable condition including: cause, impact, diagnosis, treatment, prevention, and impact on daily living, both before and after participating in HF.
2. Knowledge Assessment
 - a. Did the participants complete the *myStation*® presentation with complete and meaningful information, as assessed by their Location Contact(s)?
 - b. Did the participants meet the standards for knowledge as assessed by their Location Contact(s)?
3. HF Use
 - a. Number of Location Contact(s), Location(s) and Organization(s) repeatedly using the HF curriculum.
4. Location Contact(s) satisfaction with HF, HF objectives and HF representatives
5. Participants satisfaction with HF
6. Participants intent to change behavior

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Exhibit B
Healthe Perceptions Program:

Healthe Perceptions Overview:

In an effort to improve the overall health of middle school-aged children, Healthe Kids developed the Healthe Perceptions (HP) program. Healthe Perceptions provides a free social-emotional learning curriculum, professional development for staff, and social-emotional wellness measures. The HP program will also help you connect with a Qualified Mental Health Professional (QMHP) to provide counseling services for children in your middle schools, as needed. If a QMHP is already on-site, the HP program will work to support the QMHP within scope and budget restrictions.

HP Goals:

- Enhance student and staff social-emotional skills through evidence-based curriculum.
- Support schools in creating a trauma-informed environment.
- Provide social-emotional wellness measures through Panorama. The HP program is not designed to diagnose or treat students.
- Connect the school with community organizations to follow up on referrals and conduct individual and group interventions, as needed.
- Partner with the school to play a role in allowing each child to reach their full potential in the classroom.

HP Components:

- Professional Development for Staff
 - Healthe Kids will work with the Organization to provide staff training through community providers on topics identified by school staff.
 - Healthe Kids will work with the Organization to implement trauma sensitive practices within their schools.
- Social-Emotional Learning Curriculum:
 - Each Participant will have the opportunity to participate in the Second Step social emotional learning curriculum.
- Social-Emotional Wellness Measures
 - The Organization will work with Healthe Kids to deploy mutually agreed upon social-emotional wellness measures. These may be through Panorama or using another evidence-based tool.
 - Each Participant will be asked to complete measures at designated points throughout curriculum implementation. These measures will assess social, emotional, and motivational skills learned throughout the curriculum.
 - Healthe Kids will provide raw and analyzed data to the school district as it pertains to the measures.
- On-site Provider:
 - HP will coordinate with the Organization and community partner agencies to ensure students have access to a QMHP.
 - HP will work with the Organization to fill gaps in QMHP needs. This may include implementing a sustainable behavioral health billing model if one is not already in place, working with the QMHP to secure resources,

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Additional Scope of Services for Healthe Perceptions:

HKI agrees to:

- Provide supplies and equipment needed to implement the components within budget and scope
- Support implementation of social-emotional learning curriculum
- Provide funding for 3 years of mutually agreed upon social-emotional learning curriculum
- Document curriculum measure results, screening results, and school-wide measures and provide such results to the Location.

Organization agrees to (on behalf of each Location):

- Provide a resource to accept the delivery of necessary paperwork and other items related to the components
- Allow HKI representatives to observe HP in the school to ensure program is delivered as designed
- Work with HKI to determine implementation dates and timelines
- Provide data elements as specified below to the Healthe Kids corporate network's FTP server on a nightly basis, to enable Healthe Kids to access data extracts for research and analysis purposes.
- Provide the following data elements:
 - Identified student data elements include: Student ID, Student Name, DOB, gender, race, school, GPA, assessment scores, school attendance, nurse visits, behavioral incidents by type, and behavioral incident outcomes by type.

Student academic data, demographic data, attendance data, behavioral incidents, and nurse visits will be collected in an identified manner. The identified data that is collected will be securely stored behind a limited-access virtual private network on encrypted servers. Only Healthe Kids team members associated with the HP program and Healthe Kids technology resources with approval from the Healthe Kids Program Owner may access these servers. All data received will be deidentified before being processed by ETL/ELT tools to create aggregate and anonymized datasets. All de-identified data, including school aggregate and anonymized student data, will be stored on the corporate network. Access to this database will be limited to Healthe Kids team members associated with the HP program and approved Healthe Kids technology resources. All data will be stored indefinitely or until a party requests the removal of their records.

Measurements of Success:

1. HP Program parameters and trends, such as:
 - a. Number of Organizations and Locations
 - b. Number of Participants
 - c. Participation rates
 - d. Hours of Professional Development and/or training
2. Social Emotional Measures, including Panorama measures
3. Outcomes, such as:
 - a. Change in disciplinary referrals
 - b. Change in attendance
 - c. Change in nurse visits
 - d. Change in GPA

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EXHIBIT C
HEALTHE KIDS SCREENINGS PROGRAM:

Healthe Kids Screenings Overview:

In an effort to improve the overall health of elementary-aged children, Healthe Kids developed the Healthe Kids Screenings (HKS) program. HKS provides free wellness screenings for children in grades kindergarten through sixth.

HKS Goals:

- Provide an adjunct to well-child examinations or other care a child may receive from their primary care provider.
- Program intent is to offer a health screening, not a diagnosis or treatment.
- Identification of possible health issues, making necessary referrals for follow-up care, and ensuring that the issues are resolved.
- Partner with the school to play a role in allowing each child to reach their full potential in the classroom to achieve academic success.

HKS Components:

- Registration and Scheduling:
 - Each Participant's demographic information and health history, as provided by their parent or legal guardian (Parent), will be documented in the Participant's Health Record.
 - Each Participant will have a screening appointment scheduled within the Participant's Health Record.
- Activity and Nutrition Questions:
 - Each Participant will be asked a series of questions related to their activity level and nutritional habits.
- Hearing:
 - Each Participant will have their hearing screened using the hearing equipment provided by the Program.
- Height, Weight, Waist Circumference and Temperature:
 - Each Participant will be weighed in pounds, measured in inches, waist circumference in centimeters, and have their tympanic/oral temperature taken. The Participant's height, weight, gender and age will be used to generate their BMI and BMI percentile.
- Vision:
 - Each Participant will have their vision screened using the screening equipment provided by the Program.
- Vital Signs:
 - Each Participant will have their pulse, respiration, and blood pressure assessed by a licensed clinician.
- Head to Toe:
 - Each Participant will have a head to toe assessment (eyes, ears, nose, throat, teeth, neck, heart, lungs, stomach, reflexes, spine, skin and balance and excluding a genital examination) conducted by a licensed clinician.
- Documentation and Review:
 - Each component of the screening will be documented in the Participant's Health Record. A licensed clinician will review all such documentation to identify and document if any health referrals are required for such Participant, to be noted in the Participant's Health Record.

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Additional Scope of Services for Healthe Kids Screenings:

HKS agrees to:

- Items as listed in the MOU
- Communicate with each Location, with all information related to the screenings
- Provide necessary permission forms to each organization
 - Permission forms will be provided in both English and Spanish
- Schedule each Participant's screening and will provide such schedule to Location at least three (3) business days prior to the scheduled screening date
 - The release of such schedule may be delayed due to delays in obtaining information from the Location
- Provide supplies and equipment necessary to conduct screenings
- Set-up all equipment and screening stations upon arrival at the Location, on the first day of the scheduled screenings, in the designated room(s)
- Provide a trained and licensed, as applicable, team to conduct screenings
- Escort Participants to and from the screening room(s)
- Screen all Participants that have been registered for the screening, that are present at the Location and able to participate
- Pack up all equipment and screening stations upon the conclusion of the final day of the scheduled screenings
- If a Participant is identified with an emergency health issue, the HKS coordinator or his/her representative will escort the child to the Location contact. The HKS coordinator or his/her representative will be responsible for documenting actions taken, the medical needs, and the medical personnel within the Location that had responsibility for the Participant, within the Participant's HR.
- Identify applicable health referrals, based on the scope of the components of the HKS screening, for Participants
 - Document such health referrals and follow the process noted for Referrals below.
- Document screening results and provide such results to the Parent and Location.

Organization agrees to (on behalf of each Location):

- Provide a Minimum Number of Participants:
 - Secure a completed and signed Permission Form for a minimum of 75 Participants, annually
- Accept that a Maximum Number of Participants may be allowed:
 - If the number of Participants exceeds the amount that can be screened during the allocated number of screening days, some Participants may not be screened
- Resource Requirements:
 - Location shall provide a clean, secure, and adequate space(s), with electricity, in which to conduct the Screenings
 - Location shall provide a separate, quiet, room for the hearing screening
- Provide a resource to accept the delivery of necessary paperwork, permission forms, equipment, supplies, and other items related to the screenings, even if said deliveries arrive outside of normal school hours
- Work with HKS to determine the screening days, to occur on designated full school days, without conflicting activities, such as late start, early dismissal, school assemblies, all school testing, all school activities, etc.
- Provide required information for Scheduling:
 - Location will provide HKS with completed permission forms
 - Location will provide class lists by grade/teacher
 - Location will provide lunch, PE, and recess schedules by grade/teacher

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- Location will provide any other information reasonably requested by HKS, within 14 business days of the scheduled screening date
- If Participant is identified with an emergency health issue, Location will follow their approved protocol for any such emergent need
- Recognize identified health referrals for Participants
 - Acknowledge such health referrals and follow the process noted for Referrals below.

Referrals:

Children with health issues identified through the Program are referred to their primary care provider for appropriate evaluation and follow-up care. Participants and their Parent(s) who do not have access to the resources required to address identified health issues, and who meet income guidelines, can seek the assistance of the Cerner Charitable Foundation, a Healthe Kids partner, for the resources required to meet their immediate healthcare needs.

The Location (e.g., nurse, social worker, or other designated individual(s)) will perform follow-up phone calls and data collection regarding the status of outstanding referrals generated as a result of the Screenings and will encourage Parent(s) to seek appropriate follow-up care pursuant to such referrals. All such referral follow-up must be documented by the Location in the applicable Participant's HR. Healthe Kids will provide necessary training to the Location on the use of the HR.

Health Record:

Screening results, along with any other health information provided by a Participant or their Parent(s) are documented in a secure, web-based health record that enables continued confidentiality of such information. With appropriate permissions, the Location's health room staff and community healthcare providers can access and document in the health record using a unique username and password, and view results from the Program and other health information which has been made available under the health record, on a need-to-know basis, to make more informed decisions on referral follow-ups and further evaluation of the Participant's health.

Measurements of Success:

1. HKS Program parameters and trends, such as:
 - a. Number of Organizations and Locations
 - b. Number of Participants
 - c. Participation rates
 - d. Number of identified referrals
 - e. Categories of identified referrals
 - f. Screening hours/days
 - g. Free or Reduced Lunch Rates per Location
 - h. Enrollment numbers per Organization
2. Each Location must have an 80% referral completion rate, to be eligible for Screenings for the next year.
 - a. For each Participant, referral completion rate is determined by the number of identified referrals that have a documented resolution within the Participant's HR, such as:
 - i. Appropriate follow up provided by medical personnel and issues identified as referral by Healthe Kids is resolved through rescreening
 - ii. The Participant has been referred to a medical provider and has received or is receiving ongoing care from a medical provider for appropriate treatment
 - iii. Appropriate follow up provided by a Registered Nurse and issues identified (i.e., vision, hearing, blood pressure, respiratory rate, or heart rate) as referral by Healthe Kids is resolved through an appropriate rescreening
 - iv. The Participant is no longer attending the Location.

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3. Satisfaction rates:
 - a. Location contacts' satisfaction with HKS program
 - b. Parent satisfaction with HKS program