

**INTERAGENCY AGREEMENT BETWEEN  
SANTA CLARA COUNTY OFFICE OF EDUCATION HEAD START PROGRAM  
AND  
SANTA CLARA COUNTY CHILD HEALTH AND DISABILITY PREVENTION PROGRAM**

The Santa Clara County Office of Education Head Start Program and the Santa Clara County Child Health Disability Prevention Program (CHDP) share the common vision of promoting preventive health care services for the purpose of health promotion and disease prevention in young children. The programs also focus on linking children to a medical/dental home in order to ensure comprehensive health services.

The purpose of this Interagency Agreement is to establish a mechanism for working together to ensure that Head Start eligible children are referred to CHDP providers for comprehensive health exams and to receive follow-up and treatment services as needed.

**I. Health Status Determination**

- A. As required by Head Start Health Mandates, extensive health and dental information is obtained and verified for each child by the Head Start Family Advocate to make a determination as to whether or not the child has an ongoing source of continuous health care and is up-to-date on the schedule for appropriate preventative care by age. If determined that child does not have an ongoing source of continuous health care or is not up-to-date, child will be referred to a CHDP Provider for a health and/or dental exam.
- B. CHDP will work with Head Start by providing the following in order to expedite referrals for comprehensive health and dental exams:
  - 1. Updated listings of CHDP medical providers
  - 2. Updated listings of dentists and optometrists who accept Medi-Cal.
  - 3. Current CHDP Informational Brochures
  - 4. Training and technical assistance to Head Start Staff regarding CHDP guidelines, health insurance resources, and other community health resources as appropriate.

**II. Health and Dental Exams, Referrals, and Follow-Up**

- A. The Head Start Family Advocate will assist parents with follow-up on all children found to have suspected conditions noted during physical and/or dental examinations. Referrals to school districts and other health or dental community resources will be made when appropriate.
- B. CHDP will advocate with CHDP Providers on behalf of Head Start Staff for the proper completion of all required health information fields on the Head Start health assessment form for children enrolled or who are undergoing the enrollment process as appropriate.

### **III. Health Education/Planning**

- A. Head Start and CHDP staff will collaborate to address significant health issues affecting our shared populations, such as childhood obesity, oral and communicable disease prevention, including TB. Activities may include joint workshops and the sharing of health educational materials and resources for staff and parents.
- B. The CHDP Deputy Director or delegate(s) will serve as a member of the Head Start Health Services Advisory Committee.

### **IV. Additional Provisions**

- 1. The Santa Clara County Office of Education-Head Start Program and the Santa Clara County Child Health and Disability Prevention Program are both independent entities.
  - a. Neither is an employee or agent of the other.
  - b. Each is responsible for acts of its own officers and employees.
- 2. This agreement will be in effect for three years, October 1, 2009 to September 30, 2012 and will be reviewed annually for updates and revisions as needed.
- 3. The County may, by written notice to COE, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination.
- 4. Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees, agents (together "Employees and Agents") from any claim, liability or loss, including reasonable attorneys' fees arising out of or resulting from the acts or omissions of the indemnifying party or any of its Employees or Agents in connection with this Agreement, excepting only loss, injury or damage caused by the sole negligence of willful misconduct of the non-indemnifying party's Employees and Agents. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.
- 5. Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.
- 6. Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center

Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

SANTA CLARA COUNTY

COUNTY OFFICE OF EDUCATION

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Liz Kniss, President                      Date

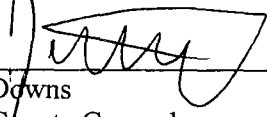
\_\_\_\_\_  
Director                                      Date  
Head Start Program

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

\_\_\_\_\_  
Maria Marinos  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

  
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Juniper Downs  
Deputy County Counsel