

**MEMORANDUM OF UNDERSTANDING
BETWEEN
XXX CAH Agency
AND
XXX Agency for
Child Care Nurse Consultant Services**

This Agreement is made and entered into by and between XXX Agency hereinafter called the SUBCONTRACTOR and XXX CAH Agency, hereinafter called the CONTRACTOR.

PURPOSE: It is mutual desire of the CONTRACTOR and the SUBCONTRACTOR to provide Child Care Nurse Consultant (CCNC) Services under the IOWA DEPARTMENT OF PUBLIC HEALTH Title V Child & Adolescent Health program in XXX County(ies).

The term of this Agreement shall be October 1, 20XX to September 30, 20XX.

1. Parties to the MOU, Contact Person, and Contact Information:

A. CONTRACTOR

Business Name of agency:

Contact Person:

Contact Information:

Business Address:

Telephone:

Email:

Website:

B. SUBCONTRACTOR

Name of agency:

Contact Person:

Contact Information:

Business Address:

Telephone:

Email:

Website:

Sample MOU CCNC Services July 2022

This document is a sample Memorandum of Understanding for CCNC services developed by the Iowa Department of Public Health for review by its contractors. This sample is provided for informational purposes only and does not constitute legal advice nor replace the need for legal guidance from the contractor's attorney. Contractors should seek legal advice from their attorney prior to entering into a subcontract or any other legally binding agreement. Contractors are encouraged to contact designated legal counsel for drafting subcontracts and for legal review of such agreements.

2. Introduction and Background

The CAH program promotes the development of community-based systems of preventive health care for children ages 0 through 22, and their families.

Goals of the CAH program are to:

- Promote the health of children and adolescents by ensuring access to quality CAH preventive health services (including oral health care), especially for low-income families or families with limited availability of health services.
- Reduce infant mortality and the incidence of preventable diseases and disabling conditions.
- Increase the number of children and adolescents appropriately immunized against disease.

Fundamental to CAH program are services that are family-centered, community-based, collaborative, comprehensive, accessible, flexible, coordinated, culturally competent, and developmentally appropriate.

CAH Agencies incorporate public health principles and practices in early care and education (ECE) programs by providing CCNC services. CAH Agencies provide oversight and leadership for local CCNC programs by hiring, subcontracting, or collaborating with a community partner per Iowa law ([IAC 441-118](#)). HCCI supports CAH agencies by providing structure, defining the role and responsibilities, training and fidelity for CCNCs.

CCNCs are defined in the Iowa Administrative Code 441—118.1(237A):

“Child care nurse consultant” means a registered nurse licensed in the state of Iowa who has completed training using a nationally approved curriculum for health and safety in child care and early education. The child care nurse consultant provides on-site consultation, technical assistance, and training to child care and early education providers regarding health and safety. The child care nurse consultant is employed by or has a written agreement with the local Title V maternal and child health agency or contracts for service delivery directly through the state-level Title V maternal and child health program administered by the Iowa department of public health, bureau of family health.

Sample MOU CCNC Services July 2022

This document is a sample Memorandum of Understanding for CCNC services developed by the Iowa Department of Public Health for review by its contractors. This sample is provided for informational purposes only and does not constitute legal advice nor replace the need for legal guidance from the contractor’s attorney. Contractors should seek legal advice from their attorney prior to entering into a subcontract or any other legally binding agreement. Contractors are encouraged to contact designated legal counsel for drafting subcontracts and for legal review of such agreements.

Child Care Health (Nurse) Consultation is an evidence-based practice that positively influences child health outcomes and the quality of child care programs.¹ The CCNC Program supports ECE providers in meeting the health and safety needs of children in their care by providing outreach, on-site assessment, education, training, referral, special health care needs planning, and Iowa Quality for Kids (IQ4K) assessment tools. CCNCs incorporate principles of health equity when working with ECE programs at the local level.

3. Purpose of MOU

The purpose of the MOU is to:

- Form a collaboration to improve the health and safety policy and practice in child care businesses
- Define the business relationship and practices between the CONTRACTOR and SUBCONTRACTOR
- Define resources (human and material) available to support the CCNC program to assure healthy, safe, and developmentally appropriate child care environments
- Define collaboration on the mutual goals and performance measures as identified by the CAH agency
- Support the active engagement of a registered nurse as a child care nurse consultant (CCNC) implementing the *Child Care Nurse Consultant Role Guidance to Achieve the Performance Measures and Annual Performance Standards* with child care businesses in the counties included in the MOU

4. Desired Outcome

The desired outcomes of the MOU include:

- Designation of registered nurses (RN) to function as a CCNC as defined in the IAC 441-118
- Adherence to the *Child Care Nurse Consultant Role Guidance to Achieve the Performance Measures and Annual Performance Standards*
- Use of the nursing process by the CCNC to deliver assessment, consultation, and education to child care businesses, child care personnel, children and families served by the child care business
- Participation in the system-building activities within the CAH Agency's service area
- Participation in the data recording and reporting activities designated by the CAH Agency and the Iowa Department of Public Health

5. Responsibilities of Each Party in the MOU

A. The CONTRACTOR shall:

- 1) Work collaboratively to secure funding for CCNC services in each county of the service area
- 2) Prioritize CCNC services based on community needs assessment

¹ *Caring For Our Children: National Health and Safety Performance Standards; Guidelines for early care and education programs. 4th edition. Standard 1.6.0.1* <https://nrckids.org/CFOC/Database/1.6.0.1>
Sample MOU CCNC Services July 2022

This document is a sample Memorandum of Understanding for CCNC services developed by the Iowa Department of Public Health for review by its contractors. This sample is provided for informational purposes only and does not constitute legal advice nor replace the need for legal guidance from the contractor's attorney. Contractors should seek legal advice from their attorney prior to entering into a subcontract or any other legally binding agreement. Contractors are encouraged to contact designated legal counsel for drafting subcontracts and for legal review of such agreements.

- 3) Keep the SUBCONTRACTOR agency director and the CCNC informed of the full scope of health services and programs offered by the CAH agency or subcontracted by the CAH Agency in the service area
- 4) Include the CCNC as a member of the child health team
- 5) Make available to the CCNC information pertaining to child health needs and resources available in the service area
- 6) Keep the SUBCONTRACTOR informed of all organizational policy and procedures that may impact the activities, resources or availability of the CCNC

B. The SUBCONTRACTOR shall:

- 1) Assure CCNC availability to respond to referrals for nursing consultation, technical assistance, and education to ECE businesses located in the service area.
- 2) Assure the CCNC will prioritize and schedule IQ4K assessment visits within 3 weeks of the request by the ECE business.
- 3) Designate at XX FTE to fulfill the role of a Child Care Nurse Consultant serving ECE businesses in XXX County(ies). CCNCs must work a minimum of 0.4 FTE.
- 4) Adhere to *Child Care Nurse Consultant Role Guidance to Achieve the Performance Measures and Annual Performance Standards* for SFYXXXX available at <https://idph.iowa.gov/hcci/consultants> and incorporated herein and within the RN scope of practice.
- 5) Provide consultation, assessment, planning interventions and training by the CCNC with ECE businesses in XXX County(ies) [NOTE: the Contractor may add specific goals related to number of child care businesses serviced, number of trainings provided in this section].
- 6) Assure the CCNC is a resource (i.e. TA, consultation) for ECE businesses in preparing for and response/recovery from emergencies/disasters including communicable disease outbreaks.
- 7) Assure the CCNC will offer a minimum of four (one each quarter) HCCI DHS approved trainings annually with three of them being Medication Administration Skills Competency training and the fourth training (in person or virtually) chosen from the HCCI DHS approved training list.
- 8) Assure that the CCNC creates an individual chart, and documents all interactions, for each ECE business the CCNC serves.
- 9) Maintain confidentiality and security of personal health care information pursuant to SECTIONS 9 and 10 of the GENERAL CONDITIONS of the IDPH contract.
- 10) Report critical incidents related to performance of the role and confer directly with the CAH Agency and Healthy Child Care Iowa representatives regarding concerns or questions related to CCNC activities.
- 11) Accurately and thoroughly track requested information, and the following performance data for time period mm/dd/yyyy - mm/dd/yyyy
 - Amount of funding by funding source
 - Number of ECE programs participating with CCNC in service area (unduplicated)
 - Number of ECE programs participating with CCNC by category IQ4K Levels 1-5
 - Percent of ECE programs rating a 2 or higher in IQ4K

Sample MOU CCNC Services July 2022

This document is a sample Memorandum of Understanding for CCNC services developed by the Iowa Department of Public Health for review by its contractors. This sample is provided for informational purposes only and does not constitute legal advice nor replace the need for legal guidance from the contractor's attorney. Contractors should seek legal advice from their attorney prior to entering into a subcontract or any other legally binding agreement. Contractors are encouraged to contact designated legal counsel for drafting subcontracts and for legal review of such agreements.

- Number of visits to ECE programs by CCNC
 - Number of technical assistance contacts to ECE programs by CCNC
 - Percent of ECE programs receiving CCNC services that improve health and safety conditions in their early learning environments
 - Number of children with special health need by category:
 - Asthma
 - Allergy (includes anaphylaxis)
 - Seizures
 - Diabetes
 - IEP/IFSP
 - other
 - Number of children with a special health need with a care plan in place
 - Percent of children with special health needs with a care plan in place at the ECE program
 - Number of HCCI DHS approved trainings provided by the CCNC
 - Number in attendance
 - Percent of participants that reported increased knowledge as a result of HCCI training
- 12) Report year end CCNC data to CONTRACTOR by mm/dd/yyyy.
- 13) Present CCNC program information/data quarterly/yearly to XXX community partner (local board of health, local early childhood Iowa, funder, etc.)
- 14) Provide the Iowa Department of Public Health, the CAH Agency, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records pertinent to Title V CAH and Healthy Child Care Iowa/CCNC program.
- 15) Surrender CCNC records immediately upon completion of this MOU to the Iowa Department of Public Health, the CAH Agency, or their duly authorized representative.
- 16) Comply with the SPECIAL and GENERAL CONDITIONS of the CAH contract between the CAH Agency and the Iowa Department of Public Health.
- 17) Maintain such insurance as required by applicable federal and state law and regulations.
- 18) Other provisions here [NOTE: Contractors should review agency subcontracts for additional items they may want to add]

6. Designation of CCNC personnel and contact information

Child Care Nurse Consultant Name and FT E	Location of Office and counties the CCNC will serve	Business Telephone Cell Phone Email	Work Schedule (include the days of week and hours scheduled)
Example: Susan Doe	Business Address: 417—8 th	Phone: 000-000-0000 Cell: 000-000-0000	Schedule: Monday, Tuesday, and Wednesday 8

Sample MOU CCNC Services July 2022

This document is a sample Memorandum of Understanding for CCNC services developed by the Iowa Department of Public Health for review by its contractors. This sample is provided for informational purposes only and does not constitute legal advice nor replace the need for legal guidance from the contractor’s attorney. Contractors should seek legal advice from their attorney prior to entering into a subcontract or any other legally binding agreement. Contractors are encouraged to contact designated legal counsel for drafting subcontracts and for legal review of such agreements.

FTE: 0.6	Street Happy Dale, IA 50000 Counties Served: Lucas Marion	Email: <u>sdoe@happynet.net</u>	a.m.-4:30 p.m. Schedule is flexible to allow for evening/weekend training. <input type="checkbox"/> available evenings with advanced scheduling <input type="checkbox"/> available Saturdays with advanced scheduling
Name: FTE:	Business Address: Counties Served:	Phone: Cell: Email:	Schedule: <input type="checkbox"/> available evenings with advanced scheduling <input type="checkbox"/> available Saturdays with advanced scheduling

7. Employment Practices

Tobacco Free Workplace
Equal Employment Opportunity

8. Sources of Fiscal Support (if fiscal resources are included in the agreement)

Private funding
Public funding
Third Party Payer

9. Budget Terms (if fiscal resources are included in the agreement)

Personnel: salary and fringe benefits
Child care nurse consultant, registered nurse, (XX FTE)
Salary XXX
Fringe Benefit Rate XX% and amount XXX
Travel in-state Travel: in-state within geographic service area; regional/state meetings XX
Travel out-of-state XX
Materials and Supplies office supplies, training materials/handouts, print cost XX
Equipment computer, printer, office equipment, digital camera XX

Sample MOU CCNC Services July 2022

This document is a sample Memorandum of Understanding for CCNC services developed by the Iowa Department of Public Health for review by its contractors. This sample is provided for informational purposes only and does not constitute legal advice nor replace the need for legal guidance from the contractor's attorney. Contractors should seek legal advice from their attorney prior to entering into a subcontract or any other legally binding agreement. Contractors are encouraged to contact designated legal counsel for drafting subcontracts and for legal review of such agreements.

Communication and Postage: telephone, internet and email, postage **XX**

Indirect Rate **XX** (indirect rate agreement must be submitted for indirect rate to be charged to this agreement) **or Administrative Fee** **XX**

10. It is mutually understood and agreed that:

- 1) This agreement can be amended only by the mutual written consent of both parties.
- 2) Any use of CONTRACTOR's name, logo or other identifier must have prior written approval from the CONTRACTOR.
- 3) The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought into Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the Iowa Department of Public Health, the State of Iowa and CONTRACTOR.
- 4) Termination [Contractor should **review with legal counsel whether to add a termination clause that varies from SECTION 20 of the GENERAL CONDITIONS of the IDPH contract**]

11. IN WITNESS WHEREOF the parties have signed their names effective the day and year first above written

A. _____ (signature) Date: _____

Name:
Title

B. _____ (signature) Date: _____

Name:
Title

12. Amendments or Attachments