



Infant Safe Sleep Hospital Participation Agreement

Purpose: To clearly identify the collaborative relationship and define the individual roles and responsibilities of the Oklahoma State Department of Health (OSDH) and the _____ (name of hospital, hereafter "Hospital") in facilitating the distribution of infant sleep sacks and safe sleep education in your hospital.

The Terms of this Agreement are as follows:

The OSDH agrees to:

1. Work with the Hospital to receive current training materials for the hospital/organization's nurses/educators to ensure that new staff members and existing staff members feel prepared to provide parent education. The training materials include free online training with nurse talking points (statements to use when presenting safe sleep information to parents of new infants as well as answers to common questions).
2. Provide consultation, technical assistance, and support to resolve issues, as needed.
3. Provide infant sleep sacks for distribution to new parents, along with links to parent education materials. (Sleep Sack supply is estimated to be sufficient for one year, based on 2016-2017 birth data. However, these distributions are dependent on continued funding availability; and while supplies last)
4. Provide safe sleep auditing materials for the Hospital practices, as well as safe sleep education auditing materials
5. Assure that shipments of sleep sacks are sent to the Hospital on a quarterly basis after hospital agrees to terms outlined in (2018) Infant Safe Sleep Hospital Agreement and after Hospital sends this signed agreement back to OSDH (James Craig, OSDH point of contact).

The Hospital agrees to:

1. Assign a specific contact person within the Hospital that will be responsible for providing oversight of sleep sack distribution, safe sleep education, and auditing of that education
 - a. Obtain at minimum Cribs for Kids "Bronze" certification, and maintain practices that are required to obtain this certification <https://cribsforkids.org/hospitalcertification/>. In addition to this certification, the Hospital will send documentation of the method by which it is auditing its own safe sleep practices. The verifications that the Hospital has completed submission of their application for Cribs for Kids "Bronze" certification will be sent to James Craig within 90 days of receipt of new agreement; this will be followed by verification of their certification when received from Cribs for Kids.
 - b. Provide OSDH with documentation of method by what education auditing method (at minimum) verifies that patients are educated on babies sleeping alone (addressing foreign objects in crib and risks of co-sleeping), on their backs, and in a crib with a firm mattress. Hospital agrees to conduct these audits no fewer than twice a year. Hospital is encouraged to be more comprehensive in their education as outlined in provided example auditing form.
 - c. The Hospital will not request additional sleep sack shipments if they have not signed new (2018) agreement and sent this with requested documents outlined above (1a-b) to James Craig, program coordinator.



2. Assure participating staff have completed training consistent with current American Academy of Pediatrics (AAP) guidelines, before educating mothers and/or family members.
3. Provide one sleep sack for each infant born at your facility (while supplies last).
4. Provide parent/caregiver with written and verbal safe sleep education prior to discharge.
5. Submit copy of current hospital policy/policies (that address infant sleep safety, staff training, and parent education) with this agreement.

General Terms:

This Participation Agreement shall not require disclosure of any Protected Health Information, and shall be governed by the laws of the State of Oklahoma, without regard to the principles of conflict of laws. If any action is taken concerning the Participation Agreement, that action shall be filed in the District Court for Oklahoma County. No delay or failure by either party to enforce any right under this Participation Agreement will be deemed a waiver of that or any other right. This Participation Agreement, including all attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Participation Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

The parties agree to comply with Oklahoma Governor's Executive Order 2012-01 concerning the use of tobacco products and Executive Order 2013-43 concerning the use of electronic cigarettes when performing the duties required by this Participation Agreement.

The parties agree that each will be responsible for the acts and omissions of itself, its agents and employees, and governing or supervisory body, whether intentional or negligent. There shall be no personal liability for any person acting within the scope of their employment for implementing or administering the terms of this Participation Agreement. This Participation Agreement shall NOT be constructed as to create a partnership or joint venture. The hospital's status is that of an independent contractor.

Contacts:

The person designated as the point of contact for the OSDH is James Craig, who can be reached at (405) 271-4480 ext. 56931, or through e-mail: Jamescc@health.ok.gov

The person designated as the point of contact for the hospital is _____.

He/She can be reached at _____.

Hospital Administrator Kim Bailey	Date 10.10.18
Kim Bailey, Oklahoma State Dept. of Health, Chief Operating Officer	Date

Digitally signed by Kim Bailey
DN: cn=Kim Bailey, o=OSDH, ou=COO,
email=Kim.Bailey@health.ok.gov, c=US
Date: 2018.10.10 13:46:42 -0500