

# BEDTIME BASICS FOR BABIES

## Distributing Agency Agreement

Name of Distributing Agency: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### Background

First Candle has received a grant to distribute Bedtime Basics Kits (one infant portable crib, sheet, wearable blanket, pacifier and safe sleep instructions) for infants who are financially in-need and at a higher risk for SIDS or sleep-related infant death. In partnership with the Indiana University School of Medicine and Seattle Children's, this program will be implemented across the District of Columbia, Indiana and Washington state.

As part of the program, we are pleased to provide a number of educational materials that will help your agency's clients learn more about safe sleep. First Candle's educational messages focus on three key risk reduction recommendations — that babies sleep safest alone, on their backs and in a separate, safe sleep environment. Additionally, the messaging encourages breastfeeding and safe bonding practices that can occur when the baby is awake — both in and outside of the adult bed.

### Program Qualifications

- Our organization agrees to qualify program participants according to the guidelines set by First Candle and further agreed upon and expanded by our site's guiding body (state or district advisory board, state or district coalition, etc.).
- Our organization agrees to support and help spread the safe sleep messages outlined above and in the program-related materials.
- Our organization agrees to serve as an evaluation coordinator for this program as outlined in the National Crib Campaign's Distributing Agency Protocols (see Attachment A).
- Our organization agrees to all reporting requirements as outlined in Attachment A.
- I have read and understand the program overview and requirements as outlined in Attachment A.

### Confidentiality

I understand that our agency will have access to some very privileged patient information. Examples of such information are medical conditions and living arrangements. The patient's right to privacy is specifically guaranteed by statute and by various governmental regulations. Our agency further agrees that we will put into place all necessary procedures and protocols to protect a patient's privacy. This includes instructing our staff:

- To handle confidential data as discretely as possible.
- To keep all confidential information in a locked cabinet when not in use.

- To shred any document with personal identifiers, rather than simply disposing of it.
- To delete electronic files permanently, in accordance with current required procedures, when no longer needed.
- To use available, protective passwords for power on and screen savers and to keep the passwords private.
- Not to discuss patient information with any person outside of the program.
- Not to leave confidential information in view of others unrelated to the program.

*Please note that staff working directly to qualify patients and/or obtain informed consent will be asked to sign a separate Confidentiality Agreement.*

### **Release and Waiver**

As the recipient and distributor of the Bedtime Basics for Babies Kits, the undersigned hereby releases and discharges each provider of the Bedtime Basics for Babies Kits, Sudden Infant Death Syndrome Alliance, Inc. (d/b/a First Candle), and their respective agents, assigns, affiliates and legal representatives (collectively, the “Released Parties”) from, and waives as against each, any and all claims, counterclaims, controversies, actions, causes of actions, demands, torts, damages, costs, attorneys’ fees, obligations, judgments or other liabilities of any kind whatsoever (collectively, “Claims”), whether in law or equity, arising out of agreement or imposed by statute, common law or otherwise (including without limitation claims related to product liability, personal injury or death) related in any way to the undersigned’s receipt and/or distribution of the Bedtime Basics for Babies Kits.

### **Indemnity**

The undersigned further agrees to indemnify and hold the Released Parties harmless from and against any and all Claims or costs suffered or incurred in defending against or investigating the same.

### **Signatures**

Transmission by fax machine or any other form of electronic communication of a signed copy of this document is valid.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned acknowledges and agrees to the foregoing, intending to be legally bound hereby.

### **Distributing Agency**

*To be signed by an officer or authorized representative of the agency*

Agency: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Coordinator Use:

Distributing Agency Code: \_\_\_\_\_