Guidance for Developing a Memorandum of Understanding for EHS-CC Partnerships

Prior to entering any kind of partnership agreement, both parties should conduct a thorough review of the opportunities and risks involved. In the context of the EHS-CC Partnerships in addition to mutually beneficial outcomes, there are also risks involved for each partner. Prior to entering any formal partnership, the grantee and the child care providers must assess whether or not the benefits will outweigh the risks.

The grantee in this partnership is held responsible for ensuring that the Head Start Program Performance Standards (HSPPS) are fully met. This requires a level of confidence in each child care provider that they will have the capacity and commitment to fully implement the standards within 18 months of the grant award, as well as throughout the term of the partnership. The child care provider also assumes considerable risk, because in most states, rising to HSPPS means a reduction in group size and staff to child ratio requirements. These reductions, in addition to other HSPPS requirements, can represent a significant loss of revenue and an increase in costs for child care providers. Implementing HSPPS requires a different business and program model than is customary for most child care providers. Willingness to engage in this partnership requires significant changes in organizational culture, which can have initial ripple effects that can create stress on the program, staff, and families.

While each partnership model will have different approaches to ensuring that roles and responsibilities are met by each partner, there are some common elements that require attention. Grantees must ensure that the child care provider has a clear understanding of the HSPPS, and is willing to participate in a system of monitoring that includes developing and implementing compliance plans. The child care provider must determine if the loss of revenue and additional program costs will be balanced out by the reimbursement for services offered by the grantee, the increase in the quality of their program, and the benefits to the families served. Therefore, it is essential that partnership agreements acknowledge the risks involved for both parties, and clearly state a consensual approach for ameliorating those risks. Articulating the roles and responsibilities for each party, and ensuring there is a process for both parties to address conflicts or challenges in rising to those roles and responsibilities within a memorandum of understanding (MOU) is paramount for a successful partnership.

The attached MOU provides a framework for developing formal EHS-CC partnerships. Each grantee will need to determine the level of detail needed in their MOU. Grantees may also choose to use a separate contract for the reimbursement of services from the child care provider, and use the MOU only for the description of how the partnership will be implemented. That is best determined by seeking legal counsel with advisors who have an understanding of the contract laws in a given state.

This MOU template has been written to reflect the requirements of the EHS-CC Partnership funding opportunity, and can be modified based on your partnership’s specific needs and circumstances. Grantees and child care partners may decide to provide attachments to the MOU that provide greater detail for how certain systems and processes will be implemented, such as:

- Schedule for financial and administrative reporting
- Description of the ERSEA processes
- Schedule for ensuring developmental screenings are completed in the required time frames
- Calendar of days of service
- Professional development calendar
- Description of the agreed upon curriculum
- Description of the planned parent engagement strategies
- Monitoring schedule and a sample of the monitoring tool
- The individual partnership budget
- Copy of the initial partnership assessment that identifies any needed changes in facilities and the agreed timeline and funding for those changes

Lastly, if the MOU is included in the Appendices, the document can be single-spaced. If it’s included in the Application Narrative file, it must be double-spaced.
This Memorandum of Understanding (MOU) sets forth the terms and understanding between (EHS Grantee) and (Child Care Provider) to provide comprehensive services to eligible families with infants and toddlers. Services provided in child care settings will comply with the Head Start Program Performance Standards (HSPPS). These services are funded through a combination of Early Head Start grant funds, child care subsidies, and (insert other private or public funding sources).

Background
The Early Head Start-Child Care Partnerships are intended to accomplish the following goals:

- Increase access to coordinated comprehensive services for low-income children and families in child care;
- Increase the capacity of child care providers serving low income families; and
- Foster strong partnerships that in turn strengthen the local early childhood system and services.

Roles and Responsibilities
This MOU establishes a collaborative partnership between (EHS Grantee) and (Child Care Provider). The roles and responsibilities listed below are the agreements and actions developed by two consenting entities to share resources, knowledge and people to fulfill the shared objective of increasing access to quality comprehensive early childhood services for low income families with infants and toddlers. Both partners are entering the MOU with a full understanding of the Head Start Performance Standards, and the requirements of the Early Head Start Child Care Partnerships as defined by the Administration for Children and Families. Both partners have completed an initial partnership assessment and have determined this partnership to be mutually beneficial.

While only enrolled EHS-CC Partnership children will be eligible for direct family specific benefits such as home visits, health tracking and promotion, and family partnership agreements, partners must operationalize services to ensure there is no segregation or stigmatization of EHS-CC Partnership children due to the additional requirements or services.

Early Head Start Partner

Financial and Administrative: (EHS Grantee) is responsible for ensuring that all administrative and financial management requirements of the grant are met. (EHS Grantee) will provide financial and program management information to (Child Care Provider) on at least a quarterly basis. (EHS Grantee) will work closely with (Child Care Provider) to establish a partnership budget and will determine the appropriate reimbursement rate per enrolled child using a template/cost modeling that both parties have reviewed and find acceptable. This agreement will include covering the additional cost of continuity of care for families that lose subsidy eligibility, as well the cost for reduced group size and lower staff to child ratios when applicable.

Eligibility, Recruitment, Selection, Enrollment and Attendance: At least 25% of all partnership eligible families will also be eligible for child care subsidy. (EHS Grantee) will work closely with (Child Care Provider) to ensure all children and families enrolled in the partnership are either income or categorically eligible for Early Head Start Services. (EHS Grantee) will work with (Child Care Provider) to identify partnership eligible families currently enrolled in the child care program. (EHS Grantee) will refer partnership eligible families to (Child Care Provider) when appropriate.

Comprehensive Services: (EHS Grantee) is responsible for ensuring the provision of all comprehensive services, including physical, mental and oral health, education, nutrition, and parent engagement services for all enrolled EHS-CC Partnership children. To that end, (EHS grantee) will work closely with the (Child Care Provider) to coordinate and deliver services in the facility where EHS-CC Partnership children are located.
(EHS Grantee) will ensure that family advocates assigned to this partnership will have appropriate caseloads. With at least one full-time worker employed per every 40 enrolled children and families in the total partnership.

(EHS Grantee) will ensure a minimum of two annual home visits is made available for each enrolled child.

(EHS Grantee) will support the inclusion and delivery of services to children with disabilities in partnership with (Child Care Provider).

(EHS Grantee) will work closely with the (Child Care Provider) to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Performance Standard.

**Professional Development:** (EHS Grantee) will work closely with (Child Care Provider) to provide professional development, coaching, and supervision for all teachers with emphasis on continuity of care and relational learning that supports children and their families and fosters school readiness.

**Compliance Monitoring:** (EHS Grantee) will incorporate the EHS- Child Care partners into a monitoring and improvement plan system.

**Physical Environment and Facilities:** (EHS Grantee) will work closely with (Child Care Provider) to ensure that all Head Start Program Performance Standards, including requirements for square footage, health and safety, appropriate crib and sleep spacing and arrangements, and facilities are met. However, the initial partnership assessment must include a determination of capacity of the (Child Care Provider) to meet these standards in a timely manner that aligns with the grant requirements.

**Child Care Partner:**

(Child Care Provider) will work with (EHS Grantee) to ensure all services provided to partnership families are in compliance with EHS Program Standards. (Child Care Provider) will provide (#) slots for this partnership. (Child Care Provider) will provide these services within the following parameters:

**Schedule of Operations:** (Child Care Provider) will be responsible for ensuring child care services to partnership families for at least 48 weeks and at least 6 hours a day. The total days of service available will be *(insert number of days negotiated)*.

(Child Care Provider) will ensure partnership staff are able to participate in all required professional development activities. Partnership staff will participate in a total of *(insert # of PD days)*.

**Financial and Administrative:** (Child Care Provider) will provide financial and program management information to (EHS Grantee) on at least a quarterly basis. (EHS Grantee) will work closely with (Child Care Provider) to establish a partnership budget and will determine the appropriate reimbursement rate per enrolled child using a template/cost modeling that both parties have reviewed and find acceptable. (Child Care Provider) will inform (EHS Grantee) of subsidy eligibility changes for enrolled partnership families.
Eligibility, Recruitment, Selection, Enrollment and Attendance: (Child Care Provider) will provide (EHS Grantee) with monthly attendance reports. (Child Care Provider) will work closely with partnership families to ensure consistent attendance. (Child Care Provider) will work closely with enrolled families and (EHS Grantee) to successfully complete subsidy applications and subsidy re-determinations.

Staff-Child Ratio: Each teacher working exclusively with infants and toddlers in this partnership shall have responsibility for no more than four infants and toddlers.

Staff Credentials: (Child Care Provider) will ensure that teachers with the primary responsibility of caring for the infants and toddlers in this partnership have credentials required by the Head Start Performance Standards. The Lead Teacher in each partnership classroom must have a currently active Child Development Associate (CDA) credential for Infant and Toddler Caregivers or an equivalent credential that addresses comparable competencies.

(Child Care Provider) will be responsible for conducting all required background checks on all personnel working in this partnership.

Group Size: No more than eight infants and toddlers will be placed in any one group in classrooms in which partnership children will be enrolled.

Curriculum and Child Assessment: (Child Care Provider) will implement an evidence-based curriculum that is developmentally appropriate for infants and toddlers and conduct ongoing assessment of children to individualize the instruction and learning for each child.

Health and Nutrition: (Child Care Provider) will participate in the CACFP program and ensure that children receive two thirds of the required daily nutrition while participating in the program. (Child Care Provider) will work with (EHS Grantee) to coordinate all developmental, sensory, and behavioral screening and assistance with provision of follow up services as mandated in the Head Start Performance Standard.

Parent Engagement: (Child Care Provider) will work closely with (EHS Grantee) to ensure parents are engaged and included in the full range of child development and family support services that are available and appropriate for each family. This will include a parent advisory committee with representation from partnership parents as well as members of the community as appropriate. (EHS Grantee) will provide for at least one member of this advisory group to participate in Policy Council.

Professional Development: (Child Care Provider) will work with (EHS Grantee) to develop professional development plans for all teachers working with infants and toddlers in the partnership, and to ensure access to professional development experiences that will foster the skills necessary to develop consistent, stable, and supportive relationships with very young children, including trainings focused on increased knowledge of infant and toddler development, safety issues in infant and toddler care (e.g., reducing the risk of Sudden Infant Death Syndrome), and methods for communicating effectively with infants and toddlers, their parents, and other staff members.

Compliance Monitoring: (Child Care Provider) will participate in the monitoring and improvement plan system established by (EHS grantee) and will allow access for classroom and staff observations as well as to all appropriate documentation.

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Funding
Insert payment agreement as determined by cost modeling or established template. Include payment policies as established by the EHS Grantee. Remember to include the costs of diapers and formula in any cost modeling used.

Reporting
(EHS Grantee) and (Child Care Partner) will meet quarterly to review this partnership. Any compliance monitoring issues or professional development needs will be addressed at these meetings. Minutes will be recorded and kept on site at the administrative offices of each partner represented in this MOU. Any correction plans developed in these meetings will also be recorded and kept on site, with updates and completion of correction plans recorded in meeting minutes.

Duration
This MOU is at-will and may be modified by mutual consent of authorized officials from (list partners). This MOU shall become effective upon signature by the authorized officials from the (list partners) and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from (list partners) this MOU shall end on (end date of partnership).

Contact Information
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Partner representative
Position
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_________________________ Date:
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