NEBRASKA
Good Life. Great Mission.
DEPT. OF HEALTH AND HUMAN SERVICES

Nebraska Department of Health and Human Services
Office of Economic Assistance

Child Care Provider Subsidy Enrollment

I. Terms of Enrollment

This enrollment is entered into by and between the State of Nebraska, Department of Health and Human Services, and the following child care provider (Provider).

This agreement shall be in effect from _____ to _____.

II. Provider Information

_____
Full Legal Name & Facility Name (if applicable)

_____ _____
Email Address Date of Birth

_____ _____ _____
Primary Phone: ☐ Home ☐ Work ☐ Cell Alt Phone: ☐ Home ☐ Work ☐ Cell SSN or EIN

_____ _____ _____
Driver's License (State, Number, Expiration) Provider ID Number License Number

_____
Home Address (Street, City, Zip)

_____
Mailing Address, if different from location (Street, City, Zip)

_____
Authorized Location(s) where care is provided (Address, Street, City, Zip)

Child Care Provided (Check One)

☐ **In-Home Child Care**	Care provided to children in the child's own home.
☐ **License-Exempt Family Child Care Home**	Home care provided in the provider's home to a maximum of six children from one family, or three or fewer children from more than one family.
☐ **Licensed Family Child Care Home I**	A licensed child care operation in the provider's place of residence, which serves between eight and ten children, based on the licensed capacity.
☐ **Licensed Family Child Care Home II**	A licensed child care operation either in the provider's place of residence or a site other than the residence, serving 12 or fewer children at any one time.
☐ **Child Care Center**	A facility licensed to provide child care for 13 or more children.

III. Scope of Services by Provider

Provider understands and agrees to the following:

1. Provider will provide child care services in accordance with this enrollment, applicable portions of Nebraska Administrative Code Titles 391, 392, and 480, and applicable state and federal law.
2. Provider will keep current and comply with any state or local license required for service provision. Failure to comply with licensing requirements will result in the Department denying or recouping payment for the time Provider was out of compliance.
    - **a.** Provider understands that if failure to comply with licensing requirements results in loss of license that this enrollment is null and void on the same date.
3. Provider will provide child care services under this enrollment only as authorized by the Department. This means that Provider will provide care under this enrollment only to children listed in the authorization, only at the authorized location, for the purpose that is authorized, during the time period that the authorization covers, and for no more hours than the authorization indicates. The Department will not back pay for care provided before the authorization date. Any hours exceeding this authorization will be the responsibility of the approved subsidy client.
    - **a.** Provider understands that billing is limited to a maximum of 60 hours per week; a week is defined as the 7-day period from Sunday through Saturday; and a maximum of 18 hours of care in a 24-hour period.
    - **b.** The provider may bill the full authorized amount for times that a child is absent on a scheduled day, up to five times per month, and in accordance with the Title 392 Guidance Document. The provider will need to enter an “A” on the attendance calendars to indicate that an absent day was billed.
        - **o** Provider understands that this enrollment prohibits the billing of absent days for children who are no longer under the provider’s care.
4. Provider will provide accurate and complete information regarding themselves, staff, and/or household members. The following events must be reported to a Resource Developer immediately:
    - **a.** Provider is arrested, charged with, or convicted of any criminal offense other than a traffic violation;
    - **b.** The ownership or location where care is being provided is changing;
    - **c.** Provider has contact with a Department Child Protective Services or a Department Adult Protective Services worker;
    - **d.** New household members living in the home;
    - **e.** Facility telephone number is changing, disconnected, or discontinued;
    - **f.** Employment which would have an effect on the provision of child care;
    - **g.** Provider is alleged by the Department to have committed an Intentional Program Violation;
    - **h.** Provider believes an overpayment has occurred; and
    - **i.** Any other events that would affect the enrollment.
5. Provider will obtain and provide to the Department written consent for applicable background checks, including FBI fingerprint checks, on Provider, facility owners, directors, staff (including substitutes and volunteers), and household members if applicable every 5 years. In addition, if any of the above has resided in a state other than Nebraska within the past 5 years, previous addresses must be reported to DHHS in order for DHHS to obtain applicable background checks from the other state(s).
6. Provider will retain attendance calendars or other attendance records approved by the Department for four years after the services are provided. If Provider fails to retain these records, the Department may recoup any payments made during the time period in question and may terminate this provider enrollment.
7. Provider will retain records on all children in care, including up-to-date immunization records.
8. Provider will allow local, state, and federal officials responsible for program administration or audit to inspect the facility, observe service delivery, interview Provider and/or staff members, review all records, including attendance calendars or other approved attendance records, or facility policies, and provide copies upon request, all without advance notice.

   a. Provider understands that an inspection of the facility may involve a full walk-through of the building where care is provided to allow program administration to monitor for health and safety requirements. Provider understands that denial to allow a full walk-through inspection may result in termination of this provider enrollment.
   b. Provider will provide any requested attendance calendars or other approved attendance records within 10 business days. Failure to provide the requested information may result in the termination of this provider enrollment and possible overpayment.

9. Provider agrees that all information gathered in the performance of this enrollment, either independently or through the Department, shall be held in the strictest confidence, and shall be released to no one other than the Department without the prior written authorization of the Department.
10. Provider will submit payment claims within 90 days of the provision of service. Claims made after 90 days are subject to policy review and may not be paid in full.
11. Provider will submit claims through the Child Care Billing Portal unless the Department has authorized Provider to submit paper claims.
12. Provider understands that the submission of a fraudulent claim may result in the termination of this provider enrollment, recoupment of payments, and criminal prosecution.
13. The Provider agrees to accept Department reimbursement as payment in full for the agreed upon service(s), unless the client is responsible for a customer obligation. The Provider will not charge clients the difference between this agreed upon rate and the private pay rate. The client's obligation covers the first dollars of payment regardless of when service begins or ends.
14. Provider will comply with all applicable local, state, and federal statutes and regulations, including the Age Discrimination in Employment Act of 1967; Title VII of the Civil Rights Act of 1964; Equal Pay Act of 1963; Sections 501 and 505 of the Rehabilitation Act of 1973; the Title I and Title V of the Americans with Disabilities Act of 1990; Title II of the Genetic Information Nondiscrimination Act of 2008; Civil Rights Act of 1991; and the Nebraska Fair Employment Practice Act, NEB.REV.STAT. §48-1101 to 48-1125.
15. Provider will provide the same level and quality of services to a Department client that it provides to any private pay clients.
16. Provider must report to Resource Developer if a child has 3 or more unexcused days.
17. Provider agrees to operate a drug-free workplace.
18. Provider is not currently employed with the State of Nebraska, and Provider understands that as a provider of this service they are ineligible for state employment, due to potential overtime liability.
   a. Provider agrees they will not apply for or accept employment with the State of Nebraska unless Provider has first ended this provider enrollment.
19. The Department may terminate this enrollment for any reason by providing 30 days written notice to Provider. In addition, the Department may terminate this enrollment immediately if determined necessary to protect the health or safety of children, or if Provider has provided false information to the Department or otherwise breached this enrollment.
20. This enrollment may be modified only in writing and signed by Provider and the Department.
21. Provider will not enter into any other provider agreements or contracts with the Department without prior approval from the Department, Office of Economic Assistance.
22. Provider will not assign or transfer any interest, rights or duties in this enrollment.
23. Provider acknowledges receipt of a Child Care Provider Handbook.
24. Provider understands that the Department may recover any overpayments through recoupment or setoff.
25. There is no right to be a Provider for the Child Care Subsidy program, and Providers do not have the right to appeal Department decisions, except when an overpayment has been assessed or enrollment has been denied due to background check results.
26. Provider will demonstrate the physical, mental and emotional capacity to provide care for children. The Department may require a physician's verification of capacity.

Additional Requirements:

Licensed Child Care Centers ONLY

_____
Initial only if applicable

1. Provider will prohibit smoking and/or vaping within any part of the facility.
2. Provider is required to participate in Nebraska's Quality Rating Improvement System, Step Up to Quality, if Provider received $250,000 or more in child care assistance in the preceding fiscal year.
3. Provider agrees to provide accurate and complete information to the Department. Change in director must be reported to the assigned Resource Developer immediately.

Licensed Family Child Care Home I/II ONLY

_____
Initial only if applicable

1. Provider will prohibit smoking and/or vaping in any part of the home when care is being provided.
2. Provider is required to participate in Nebraska's Quality Rating Improvement System, Step Up to Quality, if Provider received $250,000 or more in child care assistance in the preceding fiscal year.
3. Provider will provide accurate and complete information to the Department. The following events must be reported to the assigned Resource Developer immediately:
    a. A household member is arrested, charged with, or convicted of any criminal offense other than a traffic violation;
    b. A household member has contact with a Department Child Protective Services or Department Adult Protective Service worker; and,
    c. Hiring of new staff or substitute added to the child care license.
4. Provider will notify the Resource Developer immediately of any change in persons living in the home.
5. Provider will obtain and provide the Department written consent to complete applicable background checks on all household members age 13 and older.
6. Provider understands that provider must make efforts to ensure that the recipient is not caring for their own child(ren) unless approved through the process as outlined by statute.

In-Home Child Care ONLY

_____
Initial only if applicable

1. Provider agrees to refrain from smoking and/or vaping while providing care.
2. Provider agrees that they will not accept employment with the State of Nebraska while Provider is enrolled as an In-Home provider. This includes providing Personal Assistance Services (PAS)/Chore services.
3. Provider agrees to only care for one family as an In-Home provider.
4. Provider understands that they are not able to have their own children present while providing care.
5. Provider must submit their attendance calendars prior to billing overtime to avoid potential overpayment.

License Exempt Family Child Care Home ONLY

_____
Initial only if applicable

1. Provider will prohibit smoking and/or vaping in any part of the home when care is being provided.
2. Provider will provide accurate and complete information to the Department. The following events must be reported to the assigned Resource Developer immediately:
    a. A household member is arrested, charged with, or convicted of any criminal offense other than a traffic violation; and,
    b. A household member has contact with a Department Child Protective Services or Department Adult Protective Service worker.
3. Provider will notify the assigned Resource Developer immediately of any change in persons living in the home.
4. Provider will obtain and provide the Department written consent to complete applicable background checks on all household members age 13 and older.

Relative Exempt Provider ONLY

_____
Initial only if applicable

1. Provider is caring only for a relative child or children and meets the definition in Title 392 Chapter 1.
2. Provider must complete and submit a Relative Exempt Request Form for approval.
3. Provider is exempt from Pre-service Orientation Training, pediatric first aid and CPR training, and ongoing training requirements. Provider must still meet Health & Safety Requirements as outlined in Section V and Title 392 NAC Chapter 4.

IV. Child Care and Development Fund (CCDF) Health and Safety Training

Provider and provider's staff, including substitutes are required to have completed and maintained current records of the following:

_____
Initial only if applicable

1. Pre-service Orientation Training

The provider must complete the Prepare to Care pre-service on-line training covering the topics outlined in Section V: CCDF Health & Safety Requirements prior to enrollment.

- **a.** Licensed Family Child Care II and Child Care Center staff must complete pre-service orientation training within 90 days of hire. A certified staff member must supervise new hire until training is completed.
- **b**. Provider must submit documentation of pre-service orientation completion and certificate to the assigned Resource Developer upon completion. Staff copies must be available for review upon request.

Pre-service completion date: _____

_____
Initial only if applicable

2. Pediatric First Aid and Cardiopulmonary Resuscitation (CPR) Training

- **a**. The provider must complete pediatric first aid and CPR training prior to enrollment and maintain current certification during the approval period.
  - o Licensed Family Child Care II and Child Care Center staff must complete pediatric CPR and first aid within 90 days of hire. A certified staff member must supervise new hire until training is completed.
- **b**. CPR training must be obtained through an organization authorized to provide and certify pediatric first aid and CPR training. The course must include an in-person skills demonstration and evaluation component. Online-only courses do not meet this requirement.
- **c**. Provider must submit the CPR card and documentation of first aid training to the assigned Resource Developer upon completion. Staff copies must be available for review upon request.

Pediatric First Aid and CPR due by: _____

_____
Initial only if applicable

3. Ongoing training as required by the Department

License Exempt providers, In-home providers, and substitutes must complete four clock hours of approved annual training. At least two clock hours of training must be a topic from the health and safety standards identified below.

- **a**. Prevention and control of infectious diseases (including immunization);
- **b**. Prevention of sudden infant death syndrome and use of safe sleeping practices;
- **c**. Administration of medication;
- **d**. Prevention and response to emergencies due to food and allergic reaction;
- **e**. Building and physical premises safety, including identification of and protection from hazards, bodies or water and vehicular traffic;
- **f**. Prevention of shaken baby syndrome, abusive head trauma and child maltreatment;

g. Emergency preparedness and response planning;
h. Handling and storage of hazardous materials and the appropriate disposal of bio-contaminants;
i. Appropriate precautions in transporting children;
j. Recognition and reporting of child abuse and neglect; and,
k. Child development and supervision of children.

Training must be completed within the Enrollment period. Documentation of training must be provided to the Department upon request.

V. CCDF Health and Safety Requirements

Provider and provider's staff, including substitutes are required to maintain the following health and safety standards:

_____
Initial

1. **Prevention and control of infectious diseases (including immunization)**
   - **a**. Infection control practices; and,
   - **b**. Each child's immunization record must include one of the following:
     - o Documentation of age-appropriate immunizations;
     - o Certification by a physician, advanced practice registered nurse or physician's assistant that immunization is not appropriate for a stated medical reason; or,
     - o A written statement that the parent or guardian does not wish to have the child immunized and the reason for that decision.
2. **Prevention of sudden infant death syndrome and use of safe sleeping practices**
   - **a**. Providers must practice and ensure safety for nap and sleep times:
     - o Infants must sleep on their back unless there is a medical reason and written note from a physician; and,
     - o Providers must have appropriate sleeping surfaces for all children.
   - **b**. The following must not be used as sleep surfaces for infants:
     - o The top level of a bunk bed for children age five and under;
     - o Stackable cribs;
     - o Waterbeds for children age three and under; and,
     - o Cots, cushions, futons, mats or pillows for infants 12 months or under.
3. **Administration of medication**
   - **a**. Providers who give or apply medication must follow the Five Rights:
     - o The right drug;
     - o The right recipient;
     - o In the right dose;
     - o By the right route; and,
     - o At the right time.
4. **Prevention and response to emergencies due to food and allergic reaction**
   - **a**. Providers must keep records that include but are not limited to the following: list of child's allergies and intolerance to food, or other factors that result in a medical reaction, and clear instructions in the event of an exposure to the factor.
5. **Building and physical premises safety**
   - **a**. The indoor and outdoor environment, play area and equipment must be designed, constructed, and maintained in a safe and clean condition for child care.
6. **Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment**
   - **a**. Providers must be trained in recognizing and immediately reporting any signs of abusive head trauma.

- Immediately report any signs of suspected child abuse, neglect, or maltreatment including abusive head trauma and shaken baby syndrome to the Nebraska Child Abuse and Neglect Hotline at 1-800-652-1999 and/or local law enforcement agency.

7. Emergency preparedness

a. All Child Care Subsidy providers are required to have an emergency preparedness plan that addresses each of the following areas:

- Evacuation;
- Relocation;
- Shelter-In-Place;
- Lock down;

(1) Providers agree to the following in the event of an active shooter or chemical spill situation:

(a) Keep parents/guardians informed as soon as the children's health and safety have been ensured by reaching out via telephone or email.
(b) Take a head count to ensure all children have locked down safely.
(c) Be prepared to seal window, doors, and vents. Turn off heating and air conditioning systems if necessary.
(d) Have a method to communicate warnings and alerts when lockdown is required and when it is safe to move about, leave, and/or reopen the home.
(e) In compliance with local fire codes, have a process for immediately locking all doors and windows when lockdown is required.
(f) Have a way to provide first aid or give medications as needed.
(g) Have a way to communicate necessary information to emergency officials.

- Reunification with Families;
- Continuity of Operations;
- Accommodations of infants and toddlers;
- Accommodations of children with disabilities;
- Complete fire drills; and,
- Complete tornado drills.

b. All providers, provider's staff, including substitutes and volunteers, must participate in regular fire drills and tornado drills.

c. License Exempt providers are required to create an emergency preparedness and response plan using the Emergency Preparedness Workbook. Provider understands that a new Workbook must be completed if the location of care has changed.

d. The plan will be reviewed at least annually and must be available for review upon request by DHHS staff and/or parents/guardians of children in care.

Date Reviewed: _____ RD Initials: _____

8. Handling and storage of hazardous materials and the appropriate disposal of bio-contaminants

a. Poisonous materials and medications must be stored in a safe and locked area to prevent access to children. Waterproof storage must be used for soiled or wet clothing. Providers must follow sewer requirements to maintain sanitation and must properly dispose of garbage and rubbish.

9. Appropriate precautions in transporting children

a. No child(ren) left alone in a vehicle;
b. Proper vehicle insurance and registration;
c. Appropriate car seat;

d. Written permission from parents; and,
e. First aid kit in vehicle.

10. **Recognition and reporting child abuse and neglect**
    a. Providers must practice and have an understanding of recognizing and immediately reporting any signs of child abuse or neglect.
    b. Report suspected child abuse and neglect to the Nebraska Child Abuse and Neglect hot line at 1-800-652-1999 and/or local law enforcement agency.
11. **Child Development**
    a. Providers must have an understanding of child development, which includes physical, intellectual, social, and emotional changes in children.

VI. Referral for Inspections by Other Entities

The federal Child Care and Development Block Grant Act of 2014 and accompanying federal regulations outline health and safety standards for providers receiving federal child care payments. Provider understands the Department may determine an inspection by a fire inspector, building inspector or health official is necessary to satisfy federal standards. Provider agrees to cooperate in allowing the fire inspector, building inspector or health official access to the premises. Any safety or sanitation problems identified by the fire inspector, building inspector or health official must be promptly corrected. Failure to comply may result in the Provider being disapproved or terminated as a subsidy provider.

Providers seeking a child care license under the Nebraska Child Care Licensing Act must comply with regulations governing fire, sanitation and safety inspections for licensed child care providers.

VII. Mandatory Training

The federal Child Care and Development Block Grant Act of 2014 and accompanying federal regulations outline health and safety training requirements for providers receiving federal child care payments. The training is mandatory for licensed providers, all staff including substitutes, license-exempt and In-home providers who care for children. Provider understands that health and safety training must be reviewed and updated prior to initial Provider Enrollment and on an annual basis.

Providers seeking a child care license under the Nebraska Child Care Licensing Act must comply with regulations governing training requirements for licensed child care providers.

VIII. Rates

Child care will be provided as specified on Provider Authorization. All charges to the Department will be made at the contracted and approved rates. Provider understands that the Department payment may not exceed the Provider's private pay rate, and will notify the Department immediately of any changes in rates. Providers can bill up to five absence days per child per month. The child must have attended at least one day that month to bill absence days.

- Care up to 4 hours and 59 minutes must be billed as a Partial Day unit.
- Care for 5 hours through 9 hours and 59 minutes must be billed as a Daily unit.
- Care for 10 hours through 18 hours can be billed as a Daily Unit and a Partial Day unit.

☐ Yes ☐ No Provider is accredited and/or participating with Step Up to Quality.
Accrediting Body:_____
If yes, Provider must provide copies of their accreditation certification to their Resource Developer. Step Up to Quality rating will be verified with the Nebraska Department of Education.

Child Care	Service Code	Subsidy Partial Rate	Subsidy Daily Rate	Private Pay Rate
Infant (birth to 18 months)	8903			
Toddler (18 months to 3 years)	6679			
Pre-School (3 years to kindergarten)	9946			
School Age (kindergarten and older)	3580			
Special Needs Child Care	3223			
Same Rate No Age Difference				

In-Home Only	Service Code	Subsidy Hourly Rate
Family In-Home Provider	8775	
Special Needs In-Home	4907	
Overtime	4456	

Miscellaneous Child Care Fees	Service Code	Rate Per Occurence	Regulatory Reference
Registration Fee	6529		392 NAC Chapter 3
Activity Fee	7964		392 NAC Chapter 3
Transportation	5641		392 NAC Chapter 3

Providers may receive an annual registration fee if their program's handbook states they charge all families an annual fee. The amount of the fee must be included in the provider's handbook.

Notes:

☐ Provider ☐ Authorized Representative Signature _____ Date (Month, Day, Year) _____

Authorized Representative Signature – Department _____ Date (Month, Day, Year) _____