

NEBRASKA

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DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH
STATE OF NEBRASKA

THE OPERATING FAMILY CHILD CARE HOME I) LICENSING
OF LORI TACHA DAYCARE OWNED BY) AGREEMENT
LORI TACHA)

LICENSED LOCATION: 2301 B Avenue, Kearney, NE 68847
LICENSE NUMBER: FI10805
CAPACITY: 10
AGES: 6 WEEKS TO 13 YEARS
HOURS AND DAYS: 12:00 AM TO 12:00 AM MONDAY THROUGH FRIDAY
DATE INITIALLY LICENSED: July 15, 2010

I, Lori Tacha, hereby state and declare:

1. I am the owner of the above-mentioned childcare program.
2. I have read, understand and agree to comply with all the Regulations Governing Licensure of Family Child Care Home I, Title 391, as long as I am licensed by the State of Nebraska to provide child care services. Specifically,

NAC 391 1-006.01 Licensee Qualifications & Requirements: "The Family Child Care Home I licensee must:...

7. Be in compliance with all regulations whenever any children are in care;..."

NAC 391 1-006.02C Reports of Law Enforcement Contact: "The applicant/licensee must complete a Report of Law Enforcement Contact for him/herself and must obtain a completed report for each staff member and volunteer age 19 or older and each household member age 19 or older. The report must:

1. Be updated, signed, and dated annually;..."

NAC 391 1-006.02F Health Information Report: "...All staff who are responsible for the care and supervision of children more than 20 hours per week must complete the report within 30 days of hiring. The Health Information Report must be completed annually."

NAC 391 1-006.03C Household Members: “For each household member, the licensee must:

1. Obtain a completed Report of Law Enforcement Contact on household members age 19 or older; ...”

NAC 391 1-006.04E Annual Training: “The licensee and each staff member, not including substitutes or volunteers, must obtain 12 clock hours of training annually...”

NAC 391 1-006.06 Child’s Record: “A Child’s Record must be completed before the child’s enrollment. The record must be kept current and available for review upon request by the Department. A Child’s Record form may be used or a form may be created and must contain the following information for each child:

1. Name of child;
2. Birthdate of child;
3. Enrollment date;
4. Date care ceased, if applicable;
5. Parent or guardian’s home address and telephone number;
6. Parent or guardian’s employment address and telephone number;
7. Individual(s) to whom the child may be released by the caregiver;
8. Individual(s) who will take responsibility for the child in an emergency when the parent or guardian cannot be reached;
9. Consent to contact a physician in an emergency;
10. Current health status of the child; and
11. List of child’s allergies and intolerance to food, insect bites, or stings, or other factors that result in a medical reaction, and clear instructions in the event of an exposure to the factor.”

NAC 391 1-006.07 Parent Information Brochure: “At the time of enrollment, the licensee must give the parent(s) of each enrolled child a Parent Information Brochure provided by the Department. The licensee must keep receipts signed and dated by the parent and make them available for review by the Department.”

NAC 391 1-006.11 Immunizations: “Within 30 days of a child’s enrollment, the licensee must obtain a copy of each enrolled child’s immunization record. Immunization records must be available for review upon request by the Department and updated each time the child receives additional immunizations. Each child’s immunization record must include:

1. Documentation of age-appropriate immunization;
2. Certification by a physician, advanced practice registered nurse, or physician assistant that immunization is not appropriate for a stated medical reason; or
3. A written statement that the parent or guardian does not wish to have the child immunized and the reasons for that decision.”

NAC 391 1-006.16 Infant/ Toddler Care: “If care is provided to infants and/or toddlers, the licensee and staff must:...

5. Obtain and keep on file a signed and dated statement by the parent(s) that describes the formula and feeding schedule for each infant in care...”

NAC 391 1-006.25E Other Environmental Safety Requirements:

- “...2. All cleaning agents, medications (both prescription and nonprescription), and poisonous materials must be kept in locked storage at all times children are in care. Separate locked storage must be provided for medications requiring refrigeration...
4. Electrical outlets within reach of children must be covered with safety caps, ground fault interrupters, or have safety outlets installed.”

2013 Statute: 71-1911.03 Applicant: Liability Insurance: : “...shall provide to department written proof of liability insurance coverage of at least one hundred thousand dollars per occurrence...”

3. I understand and agree with the following:
- A. I acknowledge that this Agreement is the result of the annual inspections that occurred on April 24, 2018, March 21, 2017, and May 3, 2016, conducted by Lori Altmaier.
 - B. This Licensing Agreement will be prominently posted with the current license so it is clearly visible to parents and Department representatives.
 - C. That the OCSL shall conduct announced or unannounced visits to my facility to determine compliance with this Agreement
4. Any violation of this Agreement may be grounds for further negative action or discipline.
5. This Agreement shall be in effect from the signing date for 6 months. Should the license be amended because of a change of address, this Agreement may transfer to the new address if appropriate to the conditions of this Licensing Agreement.

[Redacted Signature]

Licensee/Registered Agents

[Redacted Signature]

Child Care Inspection Specialist
Lori Altmaier

6/5/18
Date

6-5-2018
Date

LICENSING AGREEMENT

I, Lori Tacha, hereby state and declare:

I am the licensee of a Family Child Care Home I, FI10805, located at 2301 B Avenue, Kearney, Nebraska, 68847. Under the terms of my license, I am allowed to serve a maximum of 10 children, ages six weeks to 13 years, 6:00 a.m. to 12:00 a.m., Monday through Friday.

I agree to comply with each of the *Regulations Governing Licensure of Family Child Care Home I* as long as I am licensed by the State of Nebraska to provide child care services.

I understand and agree to comply with **391 NAC 1-006.01 Licensee Qualifications and Requirements**: "The Family Child Care Home I licensee must: 14. Not knowingly allow any individual to be on the premises, if s/he has been convicted of, admitted to, or there is substantial evidence of, crimes involving intentional bodily harm, crimes against children, crimes involving the illegal use of controlled substances, or crimes involving moral turpitude."

I understand and agree that under no circumstances, because of his criminal history, will Brian Kappelmann be allowed on the child care premises during the hours and days listed on my Family Child Care Home I license, except that he may be allowed on the premises only to pick up and drop off his children. Premises is defined as "the home, including areas of the home not used for child care/ preschool, all attached and all outbuildings, and all areas included within the lot boundaries."


In addition, I agree to notify all parents of children enrolled in my program and parents of future enrollees by providing the Department a copy of the Acknowledgment of Licensing Agreement signed by the parent(s) of all children in care within ten calendar days from the signing of this Agreement. Acknowledgments from parents of future enrollees are due to the Department within fifteen calendar days from the date of enrollment. A copy of this Acknowledgment is attached to this Agreement. These Acknowledgments will be sent to: Lori Altmaier, Child Care Inspection Specialist, Children's Services Licensing, Division of Public Health, Licensure Unit, 4011 7th Ave, Suite A, Kearney, NE 68845.

I understand that Children's Services Licensing staff shall conduct announced or unannounced visits to my facility to determine compliance with this Agreement.

I agree that this Licensing Agreement will be prominently posted with my Family Child Care Home License so that it is clearly visible to parents and agency representatives.

Any violation of this Agreement may be grounds for further negative action or discipline as the Nebraska Department of Health and Human Services, Division of Public Health, Licensure, Children's Services Licensing may deem appropriate.

This Agreement shall be in effect from the signing of this Agreement for one year, at which time it will be reviewed by the Department to determine if this Agreement should be continued, revised or terminated. In addition, should a change of address occur or should I reapply for a different type of child care license, this Licensing Agreement may transfer to the new license and/or address if appropriate to the conditions of this Licensing Agreement.


Child Care Inspection Specialist

1-14-15
Date


Provider/Licensee

2301 B Ave
Street/Address

Kenney NE 68847
City and Zip Code

1/14/15
Date

LICENSING AGREEMENT

I, Lori Tacha, hereby state and declare:

I am the licensee of a Family Child Care Home I, FI10805 , located at 2301 B Avenue, Kearney, Nebraska, 68847. Under the terms of my license, I am allowed to serve a maximum of 10 children, ages six weeks to 13 years, 6:00 a.m. to 12:00 a.m., Monday through Friday.

I agree to comply with each of the *Regulations Governing Licensure of Family Child Care Home I* as long as I am licensed by the State of Nebraska to provide child care services.

I understand and agree to comply with **391 NAC 1-006.03C Household Members:** "For each household member, the licensee must: 3. Not allow any household member who engages in behavior injurious to or which may endanger the health or morals of children to provide care or be on the premises."

I understand and agree that under no circumstances, because of his criminal history, will Brian Kappelmann, household member, be allowed on the child care premises during the hours and days listed on my Family Child Care Home I license. Premises is defined as "the home, including areas of the home not used for child care/ preschool, all attached and all outbuildings, and all areas included within the lot boundaries."

I agree to provide information in writing to the Department within ten calendar days from the signing of this Agreement, the name, address, and telephone number of the primary and secondary location of Mr. Kappelmann, where he will stay if he is unable to be at the primary or secondary location and where he will stay should he be ill. Information shall be sent to: Lori Altmaier, Child Care Inspection Specialist, Children's Services Licensing, Division of Public Health, Licensure Unit, 4011 7th Ave, Suite A, Kearney, NE 68845.

In addition, I agree to notify all parents of children enrolled in my program and parents of future enrollees by providing the Department a copy of the Acknowledgment of Licensing Agreement signed by the parent(s) of all children in care within ten calendar days from the signing of this Agreement. Acknowledgments from parents of future enrollees are due to the Department within fifteen calendar days from the date of enrollment. A copy of this Acknowledgment is attached to this Agreement. These Acknowledgments will be sent to the Department, Attn: Lori Altmaier, at the above address.

Within five calendar days of the signing of this Licensing Agreement, I will submit an amendment to the Department, Attn: Lori Altmaier, at the address listed above, reducing the hours of my child care program to 7:30 a.m. to 8:30 p.m. Monday through Friday and list all household members.

I understand that Children's Services Licensing staff shall conduct announced or unannounced visits to my facility to determine compliance with this Agreement.

I agree that this Licensing Agreement will be prominently posted with my Family Child Care Home License so that it is clearly visible to parents and agency representatives.

Any violation of this Agreement may be grounds for further negative action or discipline as the Nebraska Department of Health and Human Services, Division of Public Health, Licensure, Children's Services Licensing may deem appropriate.

This Agreement shall be in effect from the signing of this Agreement for as long as I am licensed to provide child care services. I understand that I can request that this Agreement be reviewed after it has been in effect for a period of one year. In addition, should a change of address occur or should I reapply for a different type of child care license, this Licensing Agreement may transfer to the new license and/or address if appropriate to the conditions of this Licensing Agreement.

[Signature]
Child Care Inspection Specialist
12-19-14
Date

[Signature]
Provider/Licensee
2301 B Ave
Street/Address
KEARNY NE 68849
City and Zip Code
12/19/14
Date