

**Appendix A**  
**Nebraska Family Day Care Home Sponsors Recruitment Policy**  
**Effective Date: March 1, 1999**  
**Amended: May 23, 2006**

**I. Management Plan**

- a. The Sponsor adheres to this Recruitment Policy, which is part of the Sponsor's management plan.
- b. The Sponsor provides a copy of this Recruitment Policy to all staff. The Sponsor instructs its staff to abide by this Recruitment Policy.

**II. Geographic Service Area**

- a. The Sponsor's management plan identifies a geographic service area in which services will be provided. A geographic service area is determined by counties.
  - i. The Sponsor may change its geographic service area with written approval from the Nebraska Department of Education - Nutrition Services. This decision will be based on whether the Sponsor has sufficient resources (funds, personnel) to serve additional counties.
  - ii. When a Sponsor's geographic service area changes, the Nebraska Department of Education - Nutrition Services will notify all Sponsors in writing.
  - iii. If the Sponsor has a provider who moves out of the Sponsor's geographic service area, the Sponsor may amend its management plan to include the provider's new county so the provider may remain with the Sponsor.

**III. Recruitment of New Providers**

- a. A new provider is defined as one who is not participating in the Child and Adult Care Food Program. The Sponsor may actively recruit any new provider.
- b. The Sponsor may not enter into an agreement with a provider who has signed an agreement with another Sponsor.
  - i. The Sponsor asks each prospective provider if s/he has a current agreement with another Sponsor. If the provider indicates s/he has a current agreement with another sponsor, direct contact/recruitment of the provider ceases while the current agreement is in effect.
  - ii. The Sponsor informs each new provider that it is the provider's responsibility to sign an agreement with only one Sponsor.
  - iii. The Sponsor's agreement with the provider may become effective only when the provider is properly licensed or approved.
- c. Any type of communication initiated by the Sponsor may not mislead new providers about Child and Adult Care Food Program regulations and enforcement of regulations.

**IV. Recruitment of Participating Providers**

- a. A participating provider is defined as one with a current agreement with any Nebraska Sponsor. The Sponsor is prohibited from initiating direct contact/recruitment with another Sponsor's participating provider for the purpose of persuading the provider to transfer to another Sponsor.

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- i. The Sponsor asks each prospective provider if s/he has a current agreement with another Sponsor. If the provider indicates s/he has a current agreement with another sponsor, direct contact/recruitment of the provider ceases.
- b. The Sponsor is prohibited from soliciting the influence of third parties (other providers, friends, relatives, etc.) for the purpose of persuading a provider to transfer to another Sponsor.
- c. Direct contact/recruitment includes, but is not limited to:
  - i. Telemarketing calls to participating providers.
  - ii. In-home visits with participating providers prior to receipt of a Letter of Transmittal.
  - iii. Offers of cash or other gift bonuses for changing Sponsors.
  - iv. Mailings with content designed to persuade participating providers to transfer to another Sponsor.
  - v. Presentations initiated by the Sponsor specifically designed to persuade and instruct participating providers to transfer to another Sponsor.
  - vi. Any other type of communication initiated by the Sponsor specifically designed to persuade and instruct participating providers to transfer to another Sponsor.
- d. Direct contact/recruitment does not include:
  - i. General promotion and publicity materials such as yellow pages advertising, newspaper and broadcast advertising, public service announcements, televised training, posters, web sites, etc.
  - ii. Mass mailings about other child care services provided by the Sponsor, such as resource and referral, business and tax classes, general nutrition training, etc.
  - iii. Booths or exhibits and resource materials distributed at conferences, child care fairs, open houses, shopping malls, county fairs, and other places accessible by the public.
  - iv. Workshops or training activities at conferences directed toward child care professionals.
  - v. General informational workshops or meetings about the Child and Adult Care Food Program that are not designed for recruitment purposes.

**V. Transfer Between Sponsors**

- a. A provider may transfer from one Sponsor to another Sponsor during the anniversary month of the provider's current signed agreement.
  - i. The following procedures will be conducted in a timely manner as noted or as expediently as necessary prior to the end of the provider's anniversary month.
  - ii. When the provider notifies their current Sponsor of the intent to transfer to another Sponsor, the Sponsor that is releasing the provider will complete and

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fax or mail a Letter of Transmittal to the new Sponsor within three business days.

- iii. When the Provider notifies a new Sponsor of the intent to transfer to that Sponsor, the new Sponsor will complete and fax or mail a Letter of Transmittal to the current Sponsor within three business days. The current Sponsor will indicate anniversary date, sign and fax or mail the Letter of Transmittal back to the new Sponsor within three business days.
- iv. The current Sponsor indicates the anniversary month on the Letter of Transmittal. The provider may begin participating with the new Sponsor in the month following the anniversary month.

**VI. Reciprocity Between Sponsors**

- a. Sponsors agree to permit providers who participate with another Sponsor to attend and participate in any training activities offered by the Sponsor.
  - i. The Sponsor may give priority to its own providers, allowing attendance by providers from another Sponsor on a space available basis.
- b. The Sponsor agrees to award certificates of attendance and training hours to providers who participate with another Sponsor who participate in any training activities offered by the Sponsor.
- c. The Sponsor may accept certificates of attendance and training hours that have been awarded to its providers from another Sponsor.