



Peoria Tribe of Indians of Oklahoma
118 S. Eight Tribes Trail (918) 540-2535 Fax (918) 540-2538
PO Box 1527
Miami, OK 74355

CHILD CARE PROVIDER PACKET

Please read and complete the following forms and notices as included in the provider packet:

FORMS: Complete, Sign and Return these forms to the Tribe.

- W-9 Tax Form-Please mark the exempt backup withholding box.
- Whistle Blower Notice
- Declaration for Child Care Providers
- Provider Orientation
- Copy of this letter
- Sing in Agreement

Please send in with the above forms:

- Copy of your State License
- Copy of your Star or Tier Level Certificate
- Copy of your facility payment rates
- Copy of your States approved payment rates
- Copy of your latest State/Tribe Monitoring Evaluations

Please keep for your records:

- Copy of Provider Orientation
- Copy of Declaration
- Copy of Whistle Blowing Notice
- Monthly Day Care Voucher Form. (Make copies as needed)
- CCDF Responsibility & Assurances
- Copy of Sing in Agreement

Please sign and date below, stating that you received everything stated above. Please call if you did not receive all paperwork.

I understand that daycare assistance will not be paid until a date of approval is determined by the CCDF program. Any assistance received prior to the date of approval will be the sole responsibility of the applicant. You will receive an approval letter from the CCDF program. MAIL WITH POSTAGE DUE WILL NOT BE ACCEPTED.

Provider signature

Date



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PROVIDER ORIENTATION

DATE: _____

NAME OF FACILITY: _____

NAME OF FACILITY DIRECTOR: _____

COUNTY: _____ LICENSE NUMBER: _____

.....
Taxpayer Identification Number (Social Security Number or Employer Identification Number): _____

Attach latest Monitoring Report Forms from your State or any other Tribes visits!

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

STAR STATUS: () 1* () 1* Plus () 2* () 3*

FACILITY STATUS: () Family Child Care Home () Large Child Care Home
() Child Care Center

Do you, as a provider meet the State staff-child ratio? () Yes () No

THIS IS A LEGALLY BINDING DOCUMENT. BE SURE TO READ IT BEFORE SIGNING.

Check one only: () Sole proprietor () Corporation () Partnership () Other

DO NOT FAX APPLICATION—MUST HAVE ORIGINAL!

Purpose and Performance of the Agreement

The purpose of this Agreement is to establish eligibility for Provider participation in the Child Care System and to set forth Tribal and Provider responsibilities and assurances. The Child Care System provides eligible clients who receive child care services funded through the Peoria Tribe of Indians of Oklahoma's CCDF Program, the opportunity to select a child care provider from a list of eligible participants. The Provider must comply with Tribal, State and Federal regulations. If any statute or regulation is enacted or promulgated requiring changes in this Agreement, both parties will consider this

Agreement to be automatically amended to comply with the newly enacted statute or regulation as of the effective date of the statute or regulation. The Tribe shall notify the Provider in writing within thirty (30) days of the receipt of any necessary changes or amendments to this Agreement resulting from newly enacted State or Federal statutes or regulations

1. PEORIA TRIBE/PROVIDER AGREEMENT

- a. If a provider is licensed by the State, they are automatically approved through the Peoria Tribe. Once the Peoria Tribe receives all documentation requested with the application, they are registered with the Tribe. The Provider **MUST** submit all monitoring reports conducted by the State or any other Tribes to stay registered with the Peoria Tribe. If monitoring reports are not submitted to the Tribe then payment may be held until the Tribe receives the reports.
- b. The Provider is not an employee of the Peoria Tribe. They are considered an independent vendor. No taxes are withheld from their payments. They are not eligible for unemployment, social security, workman's compensation, or medical insurance.
- c. The Provider will not receive a W-2 form at the end of the year. The Provider will receive a 1099 Miscellaneous Income Form if they receive more than \$600.00 worth of child care payments. As an independent vendor, the Provider is responsible for federal and state taxes.

2. RESPONSIBILITIES OF THE PROVIDER

- a. Children must be supervised by the Provider at all times.
- b. Parents must be working or attending school to claim.
- c. Notify the Child Care Office of any changes in status of our clients ie. living situation, change in work status or school schedule, or change of address
- d. Notify the Peoria Tribe Child Care Program of any anticipated change of ownership or address. It is further agreed and understood that this contract shall terminate immediately upon the sale of Caregiver/Provider's facility to a third party and that the new owner/vendor must obtain their own contract for services with the Peoria Tribe of Indians of Oklahoma Child Care Program.
- e. It is understood by the Provider that by signing and submitting its claim form pursuant to this contract, it certifies that the services claimed actually were provided to the Peoria Tribe Child Care program or its clients. Further, Provider acknowledge it is aware that filing a fraudulent

claim for services submitted to the Peoria Tribe Child Care program is a felony punishable by a fine not to exceed \$10,000 and/or imprisonment in the penitentiary for a term not to exceed two years.

- f. It is understood that in the event of an overpayment by the Peoria Tribe Child Care Program to the Provider, the Peoria Tribe at its discretion may (1) demand immediate reimbursement by Provider; (2) withhold up to the full amount of the overpayment from any and all funds in due to or to become due and owing the Provider; (3) accept a mutually agreeable written repayment plan; (4) seek collection by any other means including, but not limited to, litigation.
- g. It is understood that Provider must meet and maintain all state/federal and tribal standards applicable to the authorized services being provided pursuant to this contract and Provider hereby acknowledges full awareness of such standards. The Provider shall notify the Peoria Tribe Child Care Program of any person who has an ownership or controlling interest in, or is an agent or managing employee of Provider, who has been convicted of a criminal offense related to such person's involvement under Titles XVII, XIX, or XX of the Social Security Act since inception of these programs. Further, Provider certifies that it is not presently nor has it in the last three years been debarred, suspended, proposed from debarment, declared ineligible by any federal department or agency or convicted of a fraud related crime.
- h. It is understood the Provider has complied and will comply with federal standards and state law regarding safeguarding of information obtained pursuant to the provision of authorized services hereunder; with the Civil Rights Act of 1964 as amended; with the Rehabilitation Act of 1973 as amended and the Americans with Disabilities Act seeking services without regard to age, race, color, religion, sex national origin or handicap. Provider also guarantees that it will provide a drug free workplace.
- i. The Provider understands that they are not an employee of the Peoria Tribe. The Provider is responsibility for all self employed fees and taxes.

3. RESPONSIBILITIES OF THE PARENT

- a. Notify the Child Care Office of any changes that might affect their eligibility. Change of address, work/school schedule, or living situation.
- b. Recertify for continued assistance.
- c. Promptly make co-payments to providers
- d. Parents who leave children longer than the approved time will be held responsible for hourly compensation to the Provider.

4. RECORD KEEPING GUIDELINES

- a. Payment policy: Approval Notice, Claim Forms

- b. Payment rates: Part-time (4 hours and less), Full-time (more than 4 hours up to 10). On a case-by-case basis there may be special circumstances, which would allow assistance for extended hours.
- c. Processing time is 30 days from receipt of properly filled claim. Holidays may extend processing time.
- d. Both signatures must be on claim forms.
- e. On envelope please have ATTENTION: Child Care Department, for prompt delivery.
- f. Properly completed claim forms that are in the Child Care Office by the 5th day of the month will be issued a check by the 20th, barring unforeseen circumstances. **MAIL WITH POSTAGE DUE WILL NOT BE ACCEPTED**

5. **HEALTH AND SAFETY REQUIREMENTS** – We follow State and Tribal Standards. Please send in Monitoring Report Forms from your State/Tribal visit.

6. **MONITORING VISITS – A MINIMUM OF TWO VISITS PER YEAR WILL BE DONE. STATE OR OTHER TRIBES MONITORING VISITS/REPORTS WILL BE ACCEPTED.**

- a. Visits will be made during the time children are in care.
- b. Health and safety equipment available: smoke alarms, fire extinguishers, first aid kits, outlet covers.

2. **TRAINING**

- a. Eligible to attend DHS sponsored training.
- b. Eligible to attend training sponsored by Ottawa Child Care and Development Department.
- c. Training information is available through the Child Care Department.

3. Facility OWNER has authorized the following individuals(s) to sign the Peoria Tribe of Indians of Oklahoma Child Care Claim Form

Signature: Authorized Individual

Signature: Authorized Individual

By signature below, I request to participate in the Peoria Tribe of Indians of Oklahoma Child Care Program and certify that all documentation presented is true and correct. I understand and accept all the assurances and responsibilities outlined in this Agreement.

I understand that daycare assistance will not be paid until a date of approval is determined by the CCDF program. Any assistance received prior to the date of approval will be the sole responsibility of the applicant.

Facility Owner (if different than Director)

SSN/FIN



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CHILD CARE AND DEVELOPMENT PROGRAM
Declaration for Child Care Providers

Name of Provider: _____

The Peoria Tribe Child Care Program requires all providers sign a declaration to provide child care services to children. This declaration is for anyone who will be in contact with the child(ren) while in your care.

This declaration shall include all prior criminal conviction/court actions:

1. Related to child sexual abuse and their disposition.
2. Related to other forms of child abuse and/or neglect.
3. Related to the commission of felonies.
4. Related to drugs and alcohol.
5. Removing child from your house.
6. Related to child abuse, sexual offenses or violent felonies for which the record has been expunged, pardoned, or set aside under Federal, State or Tribal law.

This declaration may exclude:

1. Any offense, other than any offense related to child abuse and/or sexual abuse or violent felonies committed before the prospective provider's 18th birthday, which was finally adjudicated in a juvenile court or under a youth offender law.
2. Any convictions for which the record has been expunged under Federal or State Law; and,
3. Any conviction set aside under the Federal Youth Corrections Act or similar authority.

Please provide your signature in one of the following categories:

I **have not been** convicted or involved in court action on one or more of the six types of actions or offenses listed above.

Signature

Date

I **have been** convicted or been involved in court action on one or more of the six types of actions or offenses listed above.

If so, please attach information listing the offenses (s) or action, the date (s) of the conviction or action and other relevant information.

Signature

Date

(Please be assured that all information will be confidential)



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WHISTLE BLOWING PROTECTION ACT

Whistle blowing is defined as the disclosure of information that an employee reasonable believes is evidence of a violation of any law, rule, or regulation, or gross mismanagement, gross waste of funds, abuse of authority, or a substantial danger to public health or safety.

There are many federal and state whistle blower laws. Most, effectively, make it illegal for an employer to fire an employee for whistle blowing on the employer's illegal conduct. In general, to prove a violation of a whistle blower law, the employee must show that; (1) they engaged in statutorily protected conduct; (2) the employer took adverse action against him or her; and (3) there was a causal connection between the protected activity and the adverse action.

Under the laws of most states, whistleblowers are entitled to emotional distress and punitive damages. Now under federal law, specifically the Sarbanes-Oxley Act, any person who "interferes with" the employment or livelihood of an employee for providing any truthful information to legal authorities relating to the commission or possible commission of any federal offense, can be imprisoned for up to 10 years, and pay a fine up to \$250,000.00

Retaliation is a form of revenge against an employee who took steps seeking to enforce his or her legal rights. The laws prohibiting discrimination in the work place also prohibit retaliatory action being taken against an employee by an employer because the employee has asserted rights or made complaints under those laws.

Signature of Owner or Authorized Representative

Date

Type or Print name and Title

Mailing Address

Street Address

City

State

Zip

Contact Phone Number – Day



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CCDF RESPONSIBILITY AND ASSURANCES TO PROVIDERS

The CCDF staff will:

1. Monitor facilities as needed.
 2. Offer Health & Safety equipment through grants, when funds allow.
 3. Provide trainings for childcare workers
 4. Assist providers with information, consultation, and technical assistance with all available resources.
 5. Provide claim forms, if needed.
 6. Provide W-9 form (if paid over \$600 per year in services).
 7. Process claims by the 20th of the month following the claim month.
- A. The Tribe shall determine client eligibility, client fees and provide authorizations for clients served under the Child Care System. **The Tribe will provide a written approval notice before the child begins attending.** A Certificate of Authorization will be sent to the selected Provider within seven days of the approved client application. In addition, the billing vouchers will be provided no later than fifteen (15) days after the first day of attendance if requested. The Tribe is not obligated to pay past the ending date of the Certificate of Authorization or for any unauthorized days or days not pre approved.
- B. The Tribe agrees to establish a public register of all Providers participating in the Child Care System at which can be located in the CCDF Program offices. Eligible clients can select a child care Provider from the register.
- C. The Tribe agrees to reimburse the Provider for services delivered in compliance with the Agreement after the Certificate of Authorization has been received and services are rendered. A Provider cannot bill or receive payment for services until the Agreement has been signed by the Provider and certified by the Tribe. The Provider may not bill the Tribe once the agreement date has expired.
- D. The Tribe reserves the right to prohibit the Provider, regardless of the name or structure of the facility, from future participation in the program. The Agreement is subject to the Tribe's participation Exclusion Rule. The Provider is responsible for all overpayments, fraud of legal proceedings against the Provider for non-compliance. The Tribe reserves the right to recoup payments through current and subsequent payments to the Provider.

- E. The Tribe is not obligated to pay bills received more than twenty (20) calendar days after the expiration of the current month of service unless the CCDF Director grants a waiver before the authorization expires. The Tribe is not liable for untimely billing. The Tribe will not permit billing when the facility is closed unless it is approved by the CCDF Staff.
- F. Billing for a temporary absent child is not allowable. Only claim the days they are approved for and you are providing quality care.

RESPONSIBILITIES & ASSURANCES OF CHILD CARE PROVIDERS

The provider will:

1. Supervise children at **ALL** times
2. Provide a safe physical environment in which to eat, sleep and play
3. Follow Oklahoma's Health & Safety Standards (Other states' requirements may be used as resource information).
4. Send claim forms to the CCDF properly filled out and signed by both provider and parent/guardian.
5. Notify the CCDF staff of any changes in status, such as closing, moving, new owners or directors, or change of phone number.
6. Complete a W-9 Form.
7. Submit only one claim per child per month (cannot receive more than one subsidy per child for the same time period).
8. Contact CCDF staff with any suspicions of parental misuse of CCDF program.
9. Contact CCDF staff with any changes pertaining to our clients (such as moved, dropped, change in hours of care, change in work or school schedules).
10. Must have parent sign child in and out daily.
11. Conduct background checks on their employee. Tribe will assist if needed.
12. Send in monitoring reports from the State and Tribal visits.

Any false information given or unreported information will be grounds for either suspension or indefinite termination from the CCDF program. The Tribe may recoup any overpayment made by false and/or unreported information from further claim forms and it will be the responsibility of the provider and parent/guardian to work out the overpayment. This will be determined on a case-by-case basis.

- A. The Provider agrees to comply with all the requirements set forth in the Agreement. Failure to comply is grounds for termination of participation in the Child Care System and for possible further action by the Tribe.
- B. The Provider agrees to attend the State and/or Tribe sponsored mandatory trainings as notified and to comply with all the requirements set forth in the Agreement. Failure to comply is grounds for termination of participation in the Child Care System and for possible further action by The Tribe.
- C. The Provider agrees to maintain a child care facility license or registration and to comply with child care licensing or registration standards for the State for which the Provider is located. The Agreement terminates upon any final agency determination of adverse action against the facility's license. Licensure adverse action is defined as the revocation, suspension, or denial of a license or registration. The termination of the Agreement because of adverse licensing action is effective immediately upon the action being taken, and remains effective notwithstanding any appeal of the adverse action. If a facility's compliance with licensing or registration rules cannot be determined because the facility does not submit required information or does not permit reasonable access to the facility, the Agreement will be terminated upon written notification to the Provider.
- D. The Provider agrees to accept the Tribe Certificate of Authorization as authorization to provide and bill for services. The Provider agrees to accept reimbursement received from the Tribe as payment in full for all services, which includes transportation (if available) to and from the day care facility, covered by the agreement except the collection of fees expressly authorized by the Tribe. This does not preclude reasonable charges to parents for special events outside the usual daily program costs or the application of sliding fee scales promulgated by the Tribe. The Provider may charge the client additional reasonable fees such as registration, insurance and materials. Any reasonable charges must be fully disclosed in a document provided to the client and the Tribe. The client must have adequate time to pay the charges. Adequate time for payment of the registration, insurance, or material fees should be a semester (four to five months). The Provider agrees not to accept children without approval from an authorized Peoria Tribe of Indians of Oklahoma representative or Certificate of Authorization obligating the Tribe.
- E. The Provider agrees that the Tribe will not pay Providers retroactive to the date of a client's application or any other date other than the first day the Tribe can determine the client has met all eligibility factors and is approved for assistance. The CCDF Staff will look at this on a case by case basis.
- F. The Provider agrees to allow the client unlimited access to the clients' child when the child is in the facility. NO EXCEPTIONS. Violators will

be put on program probation or suspension and may lose their agreements with the Tribe.

- G. The Provider must submit a bill for actual services performed to receive payment, utilizing Tribe approved billing methods.
- H. The Provider agrees that the billing for children, authorizations must be keyed to the facility where services are provided. Providers who provide services at one facility but bills an authorization written to another facility under the Provider's TIN will be charged with an overpayment.
- I. The Provider agrees to submit billing within twenty (20) days of the dates the services were actually delivered to eligible clients. No exceptions will be allowed unless a previous Waiver is obtained from the CCDF Director.
- J. The Provider agrees that only the directors, owners, or authorized representatives will submit bills to the Tribe.
- K. The Provider agrees to bill for no more than the State's annually published rate for the county in which the facility is located. The Provider will charge the client the portion of that rate established by the Tribe as the client's assessed co-pay as stated on the Parental Agreement. All rate changes must be given to the Tribe in writing. The Tribe has thirty (30) days, from the date of receipt, in which to input new rates in the day care system. Rate changes will only affect new authorizations written after the rate change.
- L. The Provider agrees that private pay clients, receiving substantially the same services, shall not be charged at a rate less than that paid for by clients under this agreement.
- M. The Provider agrees to notify the Tribe's CCDF Program by telephone when a child withdraws from the Child Care Voucher Program. Notice, in the form of fax, telephone or electronic mail shall be provided no later than 10 working days after the child withdraws. The Provider agrees that the Tribe does not provide pre-notification of withdrawal from the child care voucher program. The facility shall de-enroll a child immediately upon notice of withdrawal from the client or the Tribe's CCDF Program representative and the Provider understands and agrees that the Tribe or the Tribe clients are not responsible for a drop period, regardless of the Provider's policy concerning a drop notice.
- N. The Provider understands that the Tribe will issue authorizations which are valid only for days that clients are eligible to receive assistance as determined by the Tribe.

- O. The Provider agrees to promptly correct all billing or payment errors. In addition to any other remedy, which may exist in law, equity, or administrative procedures, the Tribe may, after proper notification, effect correction through adjustments in current and subsequent payments to the Provider and/or other measures as necessary. Payments may be withheld until verification of attendance records. Current State Fiscal Year attendance records must be presented when requested by the Tribe staff or representatives within approximately one (1) hour of the request. All other attendance records must be submitted. Site visits by the Tribe staff or authorized representative may be unannounced.
- P. The Provider agrees to retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this Agreement for three (3) years from the date this Agreement expires. If an audit is pending at the end of the three year period, information shall be retained until resolution of the audit or any issues, disputes or appeals raised by or resulting from the audit. Any person authorized by the Tribe will have full access to these materials during this period.
- Q. The Provider agrees to document and maintain attendance records for a period of three years. Attendance records must include the child's name, dates child was present or absent, and signature of guardian. Attendance records must reconcile with billing records. Provider must use a Tribe-approved attendance form. The Providers will be responsible for making additional copies of the attendance form. No exception will be allowed, except electronic attendance records as approved by the Tribe.
- R. The Provider will maintain all client records in a confidential manner. Upon request, access to Provider records will be made available to the Tribe employees; the Tribe designated agents, or any agency of the Peoria Tribal, state or federal government for purposes of auditing or any other reason connected with the Tribe service programs. When needed to verify the Provider's cost allocation of non-duplication of payment, the Provider will make statistical records on expenditures charged to other funding sources available. The Provider may require official identification prior to allowing records access. This restriction does not apply to disclosures made with the informed, written consent on the client. If the client is an adult, but has been declared incompetent by a probate court, the client's guardian may consent on the client's behalf.
- S. The Provider agrees to have an annual audit in accordance with the "Guidelines for Financial and Compliance Audits of Programs Funded by the Tribe" effective for the period of this Agreement. An audit is required:
1. If the Provider is a State or local government
 2. If the Provider is a non-profit institution and receives more than \$100,000 a year in federal, state, or combined federal and state awards and /or payments.
 3. If fraud or a pattern of incorrect billing is suspected.

Failure to submit an audit will result in the Provider losing the privilege to participate in the voucher program until the issue is resolved, and may result in the Provider's exclusion from all TRIBAL programs. (Notice will be provided in writing with specific timeframes for submission of the audit.) Submission of falsified records or participation in any form or fraud by a Provider will result in exclusion from TRIBAL programs.

- T. The Provider agrees not to discriminate against any employee or applicant for employment. Upon a final determination by a court or administrative body having proper jurisdiction that the Provider has violated state or federal laws and regulation regarding discrimination, the Tribe may impose a range of appropriate remedies, up to and including termination of the agreement and exclusion from all TRIBAL programs. The Provider agrees to comply with Titles VI and VII of the Civil Rights Act and to operate, manage and deliver services without regard to age, religion, disability, political affiliation, veteran status, sex, race, color or national origin.



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**SIGN-IN SHEET AGREEMENT
LICENSED FACILITIES/HOMES**

I, _____, Director/Provider of _____
Director's/Provider's Name *Name of Licensed Facility/Home*

Understand the Child Care Assistance program's sign-in sheet policy which requires that parents/guardians sign their child (ren) in and out of the facility/home on a daily basis. I understand that, if it is discovered that I am not abiding by this policy that, on the second documented incident I shall be terminated as a Licensed Provider for the Peoria Tribe of Indians of Oklahoma Child Care Assistance Program.

Licensed Provider's Signature

Date

Peoria Tribe of Indians of Oklahoma CCDF Service/Attendance Claim Form

Child's Name:	Age of Child in months:
Guardian's Name	Name of Facility:
Address:	Phone number:
City, State, Zip:	Address, City, State, Zip:

I affirm under penalty of perjury that the information contained on this form is correct to the best of my knowledge and belief and understand that any false statements on my part may result in prosecution for fraud. **Fill in ALL INFORMATION.**

Signature of Guardian:

Signature of Provider:

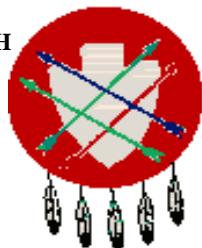
Please enter times on dates child was in your care, include the total hours for each day, 4 hrs and under will be at the part day rate.

Date	Time In	Time Out	Time In	Time Out	Hours
1	A P	A P	A P	A P	F P
2	A P	A P	A P	A P	F P
3	A P	A P	A P	A P	F P
4	A P	A P	A P	A P	F P
5	A P	A P	A P	A P	F P
6	A P	A P	A P	A P	F P
7	A P	A P	A P	A P	F P
8	A P	A P	A P	A P	F P
9	A P	A P	A P	A P	F P
10	A P	A P	A P	A P	F P
11	A P	A P	A P	A P	F P
12	A P	A P	A P	A P	F P
13	A P	A P	A P	A P	F P
14	A P	A P	A P	A P	F P
15	A P	A P	A P	A P	F P
16	A P	A P	A P	A P	F P

Date	Time In	Time Out	Time In	Time Out	Hours
17	A P	A P	A P	A P	F P
18	A P	A P	A P	A P	F P
19	A P	A P	A P	A P	F P
20	A P	A P	A P	A P	F P
21	A P	A P	A P	A P	F P
22	A P	A P	A P	A P	F P
23	A P	A P	A P	A P	F P
24	A P	A P	A P	A P	F P
25	A P	A P	A P	A P	F P
26	A P	A P	A P	A P	F P
27	A P	A P	A P	A P	F P
28	A P	A P	A P	A P	F P
29	A P	A P	A P	A P	F P
30	A P	A P	A P	A P	F P
31	A P	A P	A P	A P	F P

For the month of _____ 20____.

THIS VOUCHER MUST BE IN THE TRIBAL OFFICE BY THE 5TH DAY OF EACH MONTH IN ORDER FOR A CHECK TO BE ISSUED ON THE 20TH. MAIL WITH POSTAGE DUE WILL NOT BE ACCEPTED!



Name of Provider:				Charges	
Full Days		X	Per Day	=	
Part Days		X	Per Day	=	
STAR RATING: _____			Total Monthly Charges		
County _____			Minus Client's Co-Pay Due		
			Provider's Claim Due		