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PEORIA TRIBE

OF INDIANS OF OKLAHOMA

118 S. Eight Tribes Trail Miami, OK 74354
P.O. Box 1527 Miami, OK 74355

CHIEF
Craig Harper

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Eligibility Criteria

Child Care Providers must:

- Be state-licensed, Tribally licensed, or meet state licensing requirements for family childcare homes (for in-home providers).
- Meet or exceed state health and safety standards.
- Provide a copy of license (state or Tribal)
- Provide copy of QRIS level, if applicable.
- Read and sign documents contained in the Provider Orientation packet.
- Submit W-9
- Allow clients (parents) unlimited access to their child when the child is in the facility.

Health and Safety Standards

Licensing and Regulations

Providers must adhere to the standards of the state they are licensed in or Caring For Our Children Basics. This includes, but is not limited to, each of the following topics:

- Training employees, within three months of hire, on the following topics:
 - Infectious disease control
 - Medication administration
 - Prevention and response due to food and allergic reactions
 - Facility safety
 - Prevention of abusive head trauma and child maltreatment.
 - Emergency preparedness
 - Handling and storage of hazardous materials
 - Transportation safety
 - Pediatric first aid and CPR
 - Recognizing and reporting child abuse and neglect
 - Child development
- **Safe Sleep/prevention of SIDS training must be provided before a staff member cares for an infant.**
- Following all appropriate teacher/child ratios
- Completing required professional development hours annually

Reporting

The Tribal Lead Agency (Peoria Tribe) requires providers to submit all monitoring reports to be submitted via email, following each monitoring inspection. Reports may be submitted to subsidy@peoriatribe.com

Providers must notify CCDF personnel via email, within one week, when these situations occur:

- Serious injury to a child
- Death of an enrolled child
- Substantiated cases of child abuse that have occurred

The TLA defines serious injury as this:

Serious injury is one that requires emergency medical attention.

The TLA defines substantiated child abuse as this:

Substantiated means that after an investigation of a report of child abuse or neglect and based upon credible evidence, there has been determination that child abuse or neglect occurred.

Abuse is defined as harm or threatened harm or failure to protect from harm or threatened harm to the health, safety, or welfare of a child.

Monitoring

Tribal Lead Agency (TLA) reserves the right to conduct on-site monitoring at any point during the contract period. Full access to provider facilities is a requirement of the contract.

State Licensed Facilities

Providers must adhere to all health and safety standards of the state under which they are licensed, whether that is a childcare center or a family child care home.

- State licensing workers conduct multiple on-site monitoring visits each year. Providers are required to submit state monitoring reports to the TLA following every scheduled or unscheduled monitoring visit.
 - Monitoring reports should be sent to subsidy@peoriatribe.com
 - Monitoring reports will be saved digitally for three years, within each provider file.
- Providers must maintain their state license at all times. TLA must be notified immediately if that license is revoked or under risk of revocation due to suspension or denial of a license or registration.
 - Termination of Agreement is effective immediately upon suspension or revocation of a provider's state license.
 - If a facility's compliance with licensing or registration cannot be determined because a 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.

Tribally Licensed Facilities

Providers must adhere to the health and safety standards set forth in Caring For Our Children Basics or state licensing regulations. This choice will be established at the time of certification and monitoring will reflect the standards of choice.

- The TLA will conduct three in person monitoring visits per year OR Tribally Licensed Centers may submit three monitoring visits from their licensing agency.
 - Monitoring reports should be sent to subsidy@peoriatribe.com
 - Monitoring reports will be saved digitally for three years, within each provider file.

In-Home Care Providers

- In-Home providers must adhere to all state health and safety regulations for Family Child Care Homes for the state in which the home is located.
- The TLA will conduct an initial licensing inspection, following the processing of all registration paperwork.
- The TLA will conduct three in person monitoring visits per year.
- Monitoring reports will be saved digitally for three years, within each provider file.

Comprehensive Background Checks

The Peoria Tribe of Indians of Oklahoma Child Care Development Fund (CCDF) requires all providers and their employees to obtain the following background/registry checks:

Nation	In-State	Inter-State
National FBI criminal history check, with fingerprint	In-state criminal history check, with fingerprint	Inter-state criminal history check
NCIC National sex offender registry (NSOR) check	In-State sex offender registry check	Inter-state sex offender registry check
	In-state child abuse and neglect registry check	Inter-state child abuse and neglect registry check

All three of these checks must also be performed for each additional state where the individual has resided within five years.

Providers must ensure adults who care for children have *NONE* of the following:

- related to child sexual abuse and their disposition
- related to drugs
- related to other forms of childcare abuse and/or neglect
- related to child abuse, sexual offense, or violent felonies for which the record has been expunged, pardoned, or set aside under federal, state or Tribal Law.
- Related to the commission of felonies
- Removal of children from their home

Payment Practices

The Provider agrees to accept the Tribal Approval Letter as authorization to provide and bill for services. The Provider agrees to accept reimbursement received from the TLA as payment in full for all services, which includes transportation to and from the childcare facility (if applicable).

This does not include reasonable charges to parents for special events outside the usual daily program costs. The Provider may charge the client additional reasonable fees such as registration and materials. Any reasonable charges must be fully disclosed in a document provided to the client, given to the client with sufficient advance notice, and the client must have adequate time to pay the charges. The TLA requires that adequate time to pay the charges be no less than one semester (four months).

The TLA defines reasonable as this:

Reasonable fees should be for the amount that the actual good(s) or service(s) cost and does not include an extra amount as a profit for the Provider.

Client Eligibility

It is the responsibility of the TLA to determine client eligibility, client fees and provide authorizations for clients served under the childcare system. TLA will provide a written approval notice prior to the child attending. An Approval Letter will be sent (electronically if possible) to the selected Provider within seven days of the approval of the client application, as well as to the parent. Eligibility will be for 12 months from the date of certification.

It is the responsibility of the client to ensure the recertification of their subsidy benefit. If a client is determined to be ineligible during recertification process, the TLA will notify the provider via email that their client's services were terminated. If their file is declared terminated, the parent will be held responsible for payment to the Provider.

The TLA is not obligated to pay past the ending date of the eligibility period. The TLA will not pay Providers retroactive to the date of the client's approval date.

Submitting Claim Forms

The TLA agrees to pay Providers within 21 calendar days of receiving a correctly completed claim form. Payments are required to be submitted through mail or email:

Peoria Tribe CCDF
P.O. Box 1527
Miami, OK 74355

subsidy@peoriatribe.com

The Provider agrees to submit billing, in the form of a correctly completed claim form, within 30 business days following the completion of services rendered. *The TLA will not pay for claim forms submitted past 90 days of services rendered.* It is the responsibility of the Provider to ensure timely billing.

The TLA defines a correctly completed claim form as this:

All fields completed with the correct notations specified, whether that be attendance, closures, signatures, names or dates.

The Provider must submit a bill for actual services rendered and parents/guardians must sign the completed claim form before submission. All documentation regarding a child's attendance shall be kept and maintained for a period of three years. Attendance records must include the child's name, dates the child was present or absent and the parent's signature. Attendance records must reconcile with billing records. Providers will be responsible for making additional copies of the attendance form. Electronic attendance records are allowed and encouraged.

It is a requirement that only Directors, Owners, or Authorized Representatives will submit bills to the TLA.

Payment Rates

Payment rates are based on a Provider's QRIS level and the age of the child, as well as the length of time the child spent in the childcare center (part day or full day). Provider rates may be found in appendix 1.

The Provider agrees that private pay clients, receiving essentially the same services, shall not be charged at a rate less than that paid for by clients under this agreement.

Payment Schedule

The TLA prioritizes Provider stability. Payments will be paid based on the child's attendance, with the overall goal being payment for a full month. If a child meets the minimum requirement of attending 10 days, the TLA will pay for absences. Absent rates will be paid based on the amount of time the child should have been there. For example:

- A child who does not attend public school and is normally in attendance a full day will receive payment for a full day.
- A child who attends public school and is absent on a school day will receive a part day rate.
- A child who attends public school but is on a school break will receive a full day rate.

Providers must note on the claim form if that day is a school closure. The TLA is not expected to maintain school calendars.

In accordance with Provider stabilization, the TLA will pay for a specified number of holidays, *provided that all staff members are paid holiday pay for a full 8 hours*. Providers must submit their employee handbook to qualify for this.

TLA will pay for these holidays:

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the day after
- Christmas Eve and Christmas Day

*If the holiday falls on a Saturday we will pay for Friday as *holiday observed*; if the holiday falls on a Sunday we will pay for Monday as *holiday observed*.

All other closures will be unpaid. The Provider may not charge parents for days when the center is closed.

Payment Disputes

If a Provider believe there to be an inaccuracy in payment delivered, there is an appeal process. Providers are encouraged to notify the TLA within five business days of receiving the payment, by emailing the program email – subsidy@peoriatribe.com . From there, the TLA is allowed 10 business days to investigate. Records will be reviewed, and calculations redone. The TLA will notify the Provider of the determination following the investigation, via email. If a payment must be reissued, it will be for the difference in pay, and will be processed within five business days.

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 TLA may, after proper notification, effect correction through adjustment in subsequent payments to the Provider.

Other Legalities

The provider is considered an independent vendor. No taxes are withheld from provider payments. Providers are not eligible for unemployment, social security, workman's comp or medical insurance.

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.

Any person who participates with the following items will be suspended from services to the Peoria Tribe of Indians of Oklahoma indefinitely at the discretion of the Peoria Tribe of Indians of Oklahoma and may be locally and/or federally prosecuted.

- Knowingly makes, uses, or causes to be made or used, a false record or statement to get a fraudulent claim paid or approved by the Peoria Tribe CCDF Program, DHS or other Tribal CCDF Program.
- Submits a false claim form for payment.
- Uses false records that are used to support payment or approval of a false claim, or the provision of care that is not pre-approved and necessary).
- Presents a written, certified claim that omits a material fact used in submitting a false claim.

Records

Providers must require parents sign/check their child in and out each day.

As mentioned previously, all documentation regarding a child's attendance shall be kept and maintained for a period of three years. Attendance records must include the child's name, dates the child was present or absent and the parent's signature. Attendance records must reconcile with billing records. Providers will be responsible for making additional copies of the attendance form. Electronic attendance records are allowed and encouraged.

The Provider agrees to retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this Agreement for three 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 TLA will have full access to these materials during this period.

Completed and submitted claim forms must be retained for one year.

Confidentiality

The Provider will maintain all client records in a confidential manner. Upon request, access to Provider records will be made available to the TLA employees, designated agents, or any agency of the Peoria Tribal, State or Federal government for purposes of auditing or any their reason connected with the TLA 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.

Reporting

The Provider must notify the TLA personnel of any changes in status, such as closing, moving, change in director, or change in phone number.

*Note: If the center is sold or there is a change in owner, the contract is terminated and a new application must be completed by the new owner.

Assurances to the Provider

The TLA has a public register established, containing all of the Providers participating in the subsidy program. Eligible clients are able to select a Provider from the register.

The TLA offers relevant technical assistance to Providers, along with information, consultation, and other available resources.

Training can be made available and provided to the Provider, offering formal training that go towards the minimum annual training requirement.

The TLA agrees to provide 1099 forms (if the Provider is paid over \$600 per year in services).