



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
- Sign in Agreement

Please send in with the above forms:

- Copy of your State License
- Copy of your Star or Tier Level Certificate ( if available in your state)
- Copy of your facility payment rates
- Copy of your States approved payment rates
- Copy of your latest State/Tribe Monitoring Evaluations
- Parent handbook &/or copy of registration forms

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 Sign 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.
- d. The Peoria Tribe reserves the right to cancel services in the event of any violations.

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 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 responsible 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, phone or living situation etc...).
- 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. On a case by case basis there may be special circumstances which would allow assistance for extended hours.

**4. RECORD KEEPING GUIDELINES**

- a. Payment policy: Approval Notice, Original Claim Forms (no copies accepted)
- 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 filed claim. Holidays may extend processing time.
- d. Both signatures must be on claim forms and legible.
- e. On envelope, please have ATTENTION: Child Care Department, for prompt delivery and mail to the PO Box 1527, not physical address.
- f. Properly completed claim forms that are in the Child Care Office by the 5<sup>th</sup> day of the month will be issued a check by the 20<sup>th</sup>, 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. Providers must submit all monitoring reports from the State and any other Tribal inspections. The CCDF program will use the reports from the State and/or Tribal to ensure that the providers are providing a safe and secure environment for the children. If monitoring reports are not submitted to the Tribe then payments may be held until the Tribe receives the reports.
- b. Random site visits may be conducted at the discretion of the Tribal CCDF program personnel.
- c. Visits will be made during the time children are in care.
- d. 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 Tribal Child Care and Development Department.
- c. Training information is available through the Child Care Department.

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.

I understand that the Peoria Tribe Child Care Program will only pay for days and hours the parent/guardian is working or in training/college. If the parent/guardian is not working or in college/training, they are responsible for the childcare expense to the provider.

\_\_\_\_\_  
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 18<sup>th</sup> 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.

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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 at the discretion of the CCDF staff.
  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 20<sup>th</sup> 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 start attending.** The Tribe is not obligated to pay past the ending date of the Certificate of Authorization or for any unauthorized days or days not preapproved.
- B. The Tribe agrees to establish a public register of all Providers participating in the Child Care System, which can be located in the CCDF Program office. 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 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 approves. The Tribe is not liable for untimely billing.
- F. Billing for a temporary absent child is not allowable, unless a ticket is submitted for that day. 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 original claim forms to the CCDF properly filled out and signed by both provider and parent/guardian. Signatures must be legible.
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 **ALL** 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 trainings to acquire the 20 hours of training per year, as mandated by DHS and to comply with all the requirements set forth in the Agreement. Failure to comply is grounds for termination of participating 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. 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. 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 during business hours. **NO EXCEPTIONS.** Violators will be put on program probation or suspension and may lose their agreement with the Tribe.
- G. The Provider must submit a bill for actual services performed to receive payment, utilizing Tribal 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 approval is obtained from the CCDF Director.
- J. The Provider agrees that only the directors, owners, or authorized representatives will submit claims 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.
- 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) day 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 legible signature of guardian & provider. 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.
- U. The Provider agrees to submit all monitoring reports from the State and Tribal visits. The Provider understands that payment may be held up until the CCDF program receives the updated monitoring reports.



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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, I may be terminated as a Licensed Provider/client for the Peoria Tribe of Indians of Oklahoma Child Care Assistance Program. I understand that if the claim form is submitted for payment and on a date the child is signed in but not signed out, or vice versa, then that day will not be paid.

\_\_\_\_\_  
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.**

Legible Signature of Guardian:

Legible Signature of Provider:

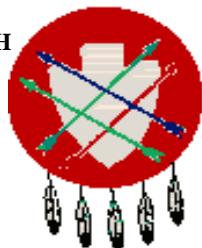
*Please enter times on dates child was in your care, include the total hours for each day, 4 hrs and under will be at the part day rate.*

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 5<sup>TH</sup> DAY OF EACH MONTH IN ORDER FOR A CHECK TO BE ISSUED ON THE 20<sup>TH</sup>. 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		

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.