

Seneca-Cayuga Nation
Child Care Development Fund
CCDF Program



23701 S. 655 Road
Family Services Building
Grove, OK 74344

POLICIES AND PROCEDURES

PURPOSE

The primary purposes of the Child Care Development Fund (C.C.D.F.) program are to increase the availability, affordability, and quality of childcare for eligible members of any federally recognized Tribes living within a hundred-mile radius of Grove, Oklahoma. Childcare assistance through Tribal CCDF enables parents to pursue education, training, and/or employment. The CCDF program does not simply provide funding for childcare services. By focusing on the quality of childcare and the development of the whole child, CCDF has a great impact on families and communities.

SERVICES OF THE PROGRAM INCLUDE:

- Child care subsidy to eligible families in which parent(s)/guardian(s) are working and/or attending a training or educational program.
- Child care locator assistance in each county.
- Training and technical assistance to child care providers.
- Provide public and parent education by providing licensing and regulatory procedures, complaint procedures, and policies and practices of quality child care services.
- Monitoring of childcare facilities to ensure health and safety standards are being met.
- Referral services for children with special needs.
- Issuance of grants to facilities where families receiving assistance from the Seneca-Cayuga Child Care & Development Fund Program, to improve the quality of child care and to meet State or Tribal licensing requirements.

Policy and Procedures provides structure for the CCDF Program. It provides clarity for child care providers and families serviced by the Program. It ensures fairness for all CCDF Program participants, families, and providers. Policies and Procedures also protects CCDF staff and the Tribe from complaints.

PROGRAM PARTICIPATION

Information about the CCDF Program is available at the Seneca-Cayuga Nation Tribal Complex located at 23701 South 655 Road, Family Services Building, Grove, Oklahoma 74344 and on the Seneca-Cayuga Nation's website www.sctribe.com under the Child Care tab. CCDF Staff will meet with the person requesting services to determine eligibility by using the following eligibility criteria:

ELIGIBILITY CRITERIA:

1. A child must be under 13 years of age; or be under age 19 and be physically or mentally incapable of caring for himself or herself or under court supervision.
2. "the child must reside within the Seneca-Cayuga Nation's service area. (100 air miles.)
3. Reside with a family whose income does not exceed the maximum NET income level as stated on the current sliding fee scale for the family size.
4. Reside with a parent(s) or guardian(s) who are gainfully employed or attending a job training or educational program; or receive/ need to receive protective services.
5. The child must be enrolled or eligible for enrollment in any American federally recognized Native American Tribe; or is in the legal custody of or is residing in the household of an enrolled Indian citizen or a person who is eligible to enroll in an American federally recognized Native American Tribe; or has a CDIB card pending membership into an American federally recognized Native American Tribe.

The parent or legal guardian must submit all information required before eligibility can be determined. *Parents may also be asked for a denial letter from their Tribal affiliation before services for child care can be approved.* The original application form must be completed by the applicant and signed by the parent or legal guardian before processing. The CCDF Staff will verify the following:

PROOF OF AGE:

A child must be under the age of 13 (or 19, if mentally or physically incapable of self-care); or under court supervision; or receiving or in need of protective services. Applicant must provide:

1. State Certified Birth Certificate; or
2. County Birth Certificate; or
3. Hospital Birth Certificate or copy of Birth Certificate Application

Hospital Birth Certificate or Birth Certificate Application will only be accepted if the family has not received the State Birth Certificate and will have 60 days to comply. If no verification is available at the time of application the client will have up to 60 days to comply.

PROOF OF INDIAN

A child must have proof of membership of the eligible Indian citizen. Parent or guardian does not have to be Indian. Applicant must provide:

1. CDIB card or Tribal membership card of the eligible Indian citizen, or Letter from Tribal Enrollment/Registration Office verifying eligibility. If child is eligible to become a member of a Tribe, we require the child to have their own membership card by next certification. A written statement will be required if the child is on a waiting list for CDIB/Tribal membership card.

INCOME VERIFICATION

Monthly income will be considered in determining eligibility. Only income for family members who are financially responsible for each other will be considered (i.e., if a family lives with a grandparent, the grandparent's income is not included), If a family member, who is financially responsible to the family, is out of the home due to a temporary absence such as, hospitalizations, incarceration, school, military service, vacation, and plans to return to home, his/her income is considered.

Income Verification will be as follows: (Client is required to submit any income changes within 10 working days of the change).

- a. Income Verification form from CCDF Office.
- b. Paycheck stubs
- c. Income Tax Forms (if applicable)
- d. Public Assistance Records
- e. Award Letters
- f. Copies of Public Assistance Checks
- g. Notarized statements where there is no official written record. (Examples: odd jobs income, self-employed, etc.) Income Tax Returns may be required from previous year to help determine eligibility.

STANDARD EMPLOYMENT:

1. Form from CCDF Application completed employer stating specific days and hours of employment.
2. Income Tax Return from previous year. (If applicable).
3. Copies of college /training information.

CALCULATION OF INCOME

- a. Net Income is gross minus taxes and fees that are not optional.
- b. If a client is paid weekly, the net weekly income is multiplied by 4.3 to calculate monthly income. Example: \$100 weekly X 4.3 = \$430 monthly.

- c. If a client is paid bi-weekly, the net bi-weekly income is multiplied by 2.15 to calculate monthly income. Example: \$200 bi-weekly X 2.15 = \$430.
- d. If a client is paid twice a month, net income is multiplied by 2 to calculate monthly income. Example: \$250. X 2= \$500.
- e. If a client is paid once a month, net income is the monthly income received.

SOURCES OF INCOME CONSIDERED:

- a. Wages - including armed forces pay, commissions, tips, piece rate payments, on-the-job training, work-study, longevity payments and cash bonuses, earned before deductions.
- b. Income from self-employment - gross income is considered, without Income Tax Form information (Profit & Loss form from I040 Schedule C, line 29)
- c. Income from a house rented to someone else - take 50% if amount for rent, room-in 75%, room and board 50%.
- d. Social security payments
- e. Dividend interest and income - from estate, trusts, and royalties.
- f. Unemployment compensation
- g. Workman's compensation
- h. Veterans' compensation and pension - subsistence for education and on-the-job training.
- i. Income from JIPA for Living Expenses
- J. Vista - only if above minimum wage when converted to an hourly rate.
- k. Public Assistance - AFDC, SSI, AD (aid to the disabled)
- I. Military Allotment
- m. Educational Grants - living expenses only.
- n. Social Service Payments - General Assistance

SOURCES OF INCOME NOT CONSIDERED:

- a. Per capita payment to or for families held in trust for any individual in satisfaction or judgment of the Indian Claims Commission.
- b. Money received from sale of property.

- c. Tax Refund
- d. Gifts
- e. Grants not used for living costs (for tuition and/or books) such as:
 - 1. Pell Grants
 - 2. Oklahoma Tuition Aide
 - 3. National Direct Student Loan
 - 4. JTPA
- f. On a case-by-case basis, Income requirements may be waived for Indian children with Special Needs as approved by the child care staff. The CCDF Staff will compute income totals on the application and check against the income guideline chart based on family size and income. Copies of all eligible income verification documentation will be filed with the application.

CO-HABITATION:

FOR CALCULATING FAMILY SIZE, THE Following APPLIES:

Where biological parent and child(ren) reside with an individual who is not the biological parent, not a step parent by marriage or has not adopted the child(ren), all are counted as household members, (i.e., the non-related individuals income and/or resources are counted).

RESIDENCE

Participants must live within the service area of the Seneca Cayuga Nation. A current address must be on the application. Documentation of residence will be required. If the person requesting services lives in a two (2) family household and bills are not in their name, they submit a Notarized Statement of Residence Form from the CCDF Program to verify residency. Any change in residence must be reported to the CCDF Program within ten (10) days.

PROOF OF RESIDENCE:

- 1. Current address on the application.
- 2. Current utility bill in applicant's name as documentation of residence.
- 3. Lease or Rent receipt verifying name and address.

ADDITIONAL VERIFICATION THAT CHILD RESIDES WITH FAMILY REQUESTING SERVICES

- 1. If the birth certificate shows the parents' names and parents are married it may be considered that the child lives with the natural parents.
- 2. If the birth certificate shows both parents' names and parents are not married, proof of guardianship and custody agreement may be required.
- 3. When parents are divorced, a divorce decree showing custodial parent and

- custody agreement may be required.
4. When custody is shared equally, both incomes may be considered.
 5. When parents are divorced/separated/not married and both are in need of child care services, they may be required to apply for services separately.
 6. If another guardian has custody of the child, proof of guardianship must be attached to the application. Such documentation may be a court order or legal document giving custody to the guardian requesting services.
 7. When child is not residing with parent or guardian and no legal documentation is available, a notarized statement signed jointly by legal parent and current caretaker is required.
 8. A foster child may be considered a family of one for determining income eligibility for childcare. Although foster parents' income does not have to be considered in determining eligibility, the foster parents must be working, or attending a job training or educational program.

EMPLOYMENT, TRAINING OR JOB SEARCH PROGRAM REQUIREMENTS:

ONE PARENT FAMILIES:

- One parent families may be approved when the parent is employed or engaged in a training or job search program or in need of protective services.

TWO PARENT FAMILIES:

Two parent families may be approved when:

1. Both parents are at work during hours day care is requested.
2. One parent attends school full time and the other parent is employed or in a job search program while day care is requested.
3. Both parents are in school during day care hours, including high school, training programs and college.
4. One parent is incarcerated, and the other is in school, working or in a job search program.
5. One parent works nights and sleeps during the day hours day care is requested.

VERIFICATION OF EMPLOYMENT, TRAINING, OR JOB SEARCH

The verification of employment, training, or job search will be as follows:

1. Check stub showing number of hours worked.
2. Letter from employer verifying work schedule.
3. Work schedule (if schedule varies) signed by the employer/supervisor and mailed in November to the CCDF office, verifying days and specific hours client works.
4. Class schedule verifying days and specific hours applicant is in class.
5. Letter from training/educational program site.
6. Job Search Record Form must be completed weekly and given to the CCDF staff to be eligible for childcare assistance the following week.
7. Sleep time may be authorized based upon work and class schedules of the parents if one parent is working the graveyard shift and care is required while the other parent is working or attending school.

Any suspicion of applicants fraudulently receiving services will be investigated. If after investigation, the Child Care Director concludes that the claimant (individual receiving assistance) has been receiving assistance that they are ineligible for the claimant may be denied service. The amount which was paid from Child Care and Development Funds during a period that the client was not eligible will be considered an overpayment. The overpayment must be paid back. Furthermore, this act of fraud is subject to penalties of law by the Federal Government and may result in fines and/or imprisonment. If the facility is on Tribal Land or under Tribal jurisdiction, they will also be subject to Tribal prosecution.

The definition of working has been expanded to include unemployed persons actively participating in *pre-approved, structured job* search activities for the purpose of seeking and obtaining employment:

JOB SEARCH ACTIVITIES

Childcare will be offered for job search purposes if the recipient has been receiving childcare for a minimum of 30 days and loses employment or successfully completes a formal education or training program.

1. Job Search Forms will be issued and submitted to the CCDF office weekly to remain eligible for services.
2. Childcare assistance will be offered to qualified clients seeking work a maximum of 30 hours per week for a 4-week period.
3. Failure to provide Job Search Forms will result in termination of services.
4. The childcare facility will be notified if services are terminated.

SPECIAL NEEDS ELIGIBILITY

Childcare funds will be available for special needs children. On a case-by-case basis, childcare is available without regard to income when proper medical documentation or an assessment of

special needs are signed by a physician. Verification of SSI or other verification of a mental or physical handicap will be required.

1. The parent or guardian must complete Special Needs Eligibility Form.
2. A statement as to the child's medical, psychological, or emotional condition must be obtained from a physician and/or recognized professional within the medical and/or mental health field with a minimum of a master's degree and licensed by the state; or is on staff with a recognized mental rehabilitative/child development facility.
3. A letter on agency letterhead attesting to the nature of the child's special need and whether the impairment is considered moderate or severe will be considered sufficient.
4. Special needs children may be approved for a higher rate for daycare. The higher rate will vary based on the moderate or severe rating.

PREVENTIVE/PROTECTIVE SERVICE ELIGIBILITY

Preventive/protective services are intended to be an early intervention strategy to reduce the imminent risk of Indian children becoming neglected, abused, or exploited, by providing parenting education, and counseling referrals, preventive childcare, and home visits. When it has been determined that child care services are essential and appropriate the following may be approved:

1. Age limit under 13 (not under court supervision)
2. Age limit under 19 (must be under court supervision) & court record will be required.
3. Clients referred by Indian Child Welfare; the referral must include:
 - Names and ages of children for whom preventive daycare is being sought.
 - The circumstances which may result in the child(ren) being at risk of neglect, abuse, or exploitation.
 - The goals that childcare will help the family to achieve.
 - How childcare may eliminate or reduce risk to the child
 - Length of time, hours of care, days per week for which day care will be needed.

Upon approval by the CCDF staff, preventive childcare services may be authorized for a period of 90 days. The CCDF staff and/or Child Protective Specialist will provide help needed in selecting a facility that is appropriate to child type and provider setting for the children. Regular day care rates will apply.

Financial eligibility may be considered; however, preventive day care may be authorized without regard to income on a case-by-case basis. The co-payment may also be waived on a case-by-case basis when there is evidence that the additional financial pressures of paying for or inability to secure suitable day care may result in the further deterioration of family stability.

The Child Protection Specialist will conduct a 90-day evaluation. If an extension beyond the 90-day period is being requested the Child Protection Specialist will submit a plan of service estimating the length of time for which it is needed and state the reasons an extension is considered necessary and appropriate.

The Child Care Program will coordinate provision for child care services in preventive/protective services cases, through the continuing involvement of the Child Protective Specialist to ensure that care is necessary and appropriate.

Upon closure of the preventive/protective childcare services the family may be eligible for continued day care if all other eligibility criteria are met.

APPLICATION PROCESS

All necessary forms for the application will be completed by the client. A *CLIENT'S RESPONSIBILITIES AND AGREEMENT* form must be signed by the parent or guardian. When completing the childcare application, a member of the CCDF staff will answer any questions for the client on the following:

1. How to select quality childcare
2. List of eligible providers in area
3. Parental access
4. Complaint procedures
5. Health and safety requirements
6. Licensing and regulatory requirements

The applicant is given a copy of the *CLIENT'S RESPONSIBILITIES AND AGREEMENT*. The original is retained in the case file. All completed applications are reviewed for eligibility and final administrative approval is made by the CCDF staff. The records must indicate the service agreed upon by the client and CCDF staff including maximum days authorized and applicable co-payment.

It is the client's responsibility to immediately notify the Child Care Office of any changes such as addresses, phone numbers, and work schedules. Failure to do so could result in suspension or termination of services.

Clients may change providers at any time as long as the provider meets CCDF requirements. Any requests for change must be made in writing by filling out the forms regarding the provider. Approval by the CCDF staff is necessary before changes will be made.

NOTIFICATION OF ELIGIBILITY

Eligibility will be determined within thirty days of the date of completed application.

INCOMPLETE APPLICATIONS

If an application turned in by email or fax is incomplete, notification will be given to the family that the application cannot be processed without all eligibility information. A document list of what is needed to complete the application will be given to the applicant. Incomplete applications will not be accepted in person. The incomplete application will be handed back to the applicant and a document list of what is needed will be given to them.

Submitting an application does not guarantee approval for services.

INELIGIBLE APPLICANTS

Applicants will be notified if ineligible. An applicant may be ineligible if:

1. Income exceeds guidelines.
2. Residence is outside of service area.
3. Incomplete application.
4. Child exceeds age requirements.
5. Child is not proven to be residing with an Indian household.
6. Parent no longer working.
7. Child no longer living with parents.
8. Parent no longer in educational program/ job training.
9. Child no longer in need of protective services.
10. Inaccurate information given.
11. Parent/ guardian owing unpaid bill to any childcare provider.
12. Changes in information not reported, that would affect their eligibility.

DENIAL

In the event of a denial for continued eligibility, a denial letter will be mailed to the client and provider from the Child Care Office. The client will also be advised of the appeal process.

If the client fails to keep their appointment for the recertification, or is denied for other reason, they may be dropped effective the last day of the current month. A closure letter will be mailed to the client and provider. The client will also be advised of the appeal process.

APPEAL PROCESS

1. CCDF Clients wishing to appeal an adverse decision effecting their application for child care funding must file a written notice of appeal in the office of the Family Services Director, Seneca-Cayuga Nation of Oklahoma, 23701 S. 655 Road, Grove, Oklahoma 74344 within 10 working days of receipt of this notice of decision. The following officials may decide appeals: (a) The Family Services Director; (b) The Executive Director; (c). The Tribal Business Committee.

2. A notice of appeal that is filed by mail is considered filed on the date that it is postmarked. The burden of proof of timely filing is on the appellant. No extension of time shall be granted for filing a notice of appeal. Notices of appeal not filed in the specified time shall not be considered, and the decision involved shall be considered final for the Seneca-Cayuga Nation of Oklahoma and effective when the time for filing a notice of appeal has expired and no notice of appeal has been filed.
3. The notice of appeal must: (a) Include name, address, and phone number of appellant. (b) Be clearly labeled or titled with the words "NOTICE OF APPEAL." (c) Have on the face of any envelope in which the notice is mailed or delivered, in addition to the address, the clearly visible words "NOTICE OF APPEAL." (d) Contain a statement of the decision being appealed that is sufficient to permit identification of the decision. (e) If possible, attach a copy of the notice of the administrative decision being appealed.
4. Statement of reasons. (a) A statement of reasons shall be filed by the appellant in every appeal and shall be accompanied by or otherwise incorporate all supporting documents. (b) The statement of reasons must be included in or filed with the notice of appeal. (c) The statement of reasons shall: (1) Be clearly labeled "STATEMENT OF REASONS". (2) State the reason(s) why the appellant believes the decision being appealed is in error.
5. Summary dismissal. (a) An appeal will be dismissed if the notice of appeal is not filed within the time specified in paragraph 1 above. (b) An appeal may be subject to summary dismissal if the appeal documents do not state the reasons why the appellant believes the decision being appealed is in error, or the reasons for the appeal are not otherwise evident in the documents.

CERTIFICATION OF ADOPTION

The foregoing Amended Seneca-Cayuga Nation of Oklahoma Policy and Procedures for Child Care Program for clients child care services was approved and adopted by the Seneca-Cayuga Nation of Oklahoma Business Committee on the day of

_____ ,20__ , with a vote of_ for,_ Against and _ Abstaining.

Chief

ATTEST:

Secretary- Treasurer

CO-PAYMENTS/PAYMENTS

A sliding fee scale is used to determine each family's co-payment and is based on income and the size of the family. Clients are required to pay a monthly co-payment for each child. This payment is made directly to the provider. Full co-payment is due each month regardless of the number of days of service. A client may utilize only one provider per day. If there is a change in

providers, all payments and co-payments must be paid in full before the change will be approved.

Any suspicion of clients fraudulently receiving services will be investigated. If after investigation, the CCDF staff concludes that the client has been receiving assistance that he/she is ineligible for, the client may be denied service. The amount, which was paid from Child Care and Development Funds during a period that the client was not eligible, will be considered an overpayment. The overpayment must be paid back. ***Furthermore, this act of fraud is subject to penalties of law by the Federal Government and may result in fines and/or imprisonment.*** If the facility is on Tribal Land or under Tribal jurisdiction, they will also be subject to Tribal prosecution.

RE-CERTIFICATION

A review of continued eligibility for day care services will be conducted every year. This recertification process is for those clients who are currently on the program and are being recertified for continued eligibility for child care subsidy. Recertification to determine continued eligibility may be conducted earlier if the situation indicates.

In order to prevent an interruption of services, a client must meet the recertification deadline. Failure to provide all required information will result in suspension of services. A recertification letter will be mailed to each family. Recertification is the responsibility of the parent/guardian. If the information is not received by the termination date, the file will be declared terminated. If the file is declared terminated, the parent will be held responsible for payment to the child care caregiver/provider until the date our office receives the information requested for recertification. The parent/guardian will be required to fill out a new application if the recertification is not received the month that it is due. **The client will not be eligible for child care services for one month.**

The following information will be required:

1. Updated child care application
2. Income Verification Form - Current letter from employer
3. Updated Check Stubs
4. Current work/school schedule
5. Any additional information such as proof of address and notarized documentation
6. Updated Immunization records for each child receiving services

In the event of a denial for continued eligibility, a denial letter will be mailed to the client and provider from the CCDF office.

If a client chooses to mail their application the Seneca-Cayuga Nation of Oklahoma is not responsible for lost or misdirected mail. To guarantee receipt of documentation to the Seneca-Cayuga Nation CCDF office I should send my information through certified mail or hand deliver and get a date stamped copy for my records

MISCELLANEOUS INFORMATION

1. All calls regarding applications or status of recertification must be from the parent/guardian that is listed on the application to the CCDF Director or CCDF Assistant.
2. All calls regarding payments must be from the caregiver/provider.
3. No child will be permitted to attend a child care facility without approval from CCDF program. The parent/guardian will receive an Approval Notice, if approved. The caregiver/provider will also receive a copy of the Approval Notice.

CHILD CARE FACILITIES

ELIGIBILITY CRITERIA

Childcare facilities must:

1. Be state licensed, state contracted, or Tribal approved
2. Meets or exceeds State Health & Safety Standards
3. Provide DHS Monitoring Reports/Inspections
4. Provide a copy of license (not Tribal)
5. Provide copy of Star Rating (if in Oklahoma)
6. Read and sign Provider Orientation Form
7. Must provide W-9

CCDF RESPONSIBILITY AND ASSURANCES TO PROVIDERS

The CCDF staff will:

1. Monitor facilities at the discretion of the CCDF personnel.
 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
 6. Provide 1099 forms (if paid over \$600 per year in services).
 7. Process claims on the 1st through the 5th of the month.
- A. The Tribe agrees to make available to the Provider, Approved Provider training, through-out the contract year and other reasonable technical assistance concerning departmental policy (including this Agreement), records requirements, and billing processes for the Child Care System.
- B. 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. An Approval Letter will be sent to the selected Provider within seven days of the approved client application. In addition, the claim forms will be provided no later than fifteen (15) days after the first day of attendance. The Tribe is not obligated to pay past the ending date of the Approval Letter or for any unauthorized days or days not pre-approved.

- C. 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.
- D. The Tribe agrees to reimburse the Provider for services delivered in compliance with the Agreement after the Approval Letter 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.
- E. 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.
- F. 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 to do so. The Tribe is not liable for untimely billing. The Tribe will not permit billing when the facility is closed unless it is an observed holiday or inclement weather.

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 employees. Tribe will assist if need be.

Any false information given, or unreported information will be grounds for either suspension or indefinite termination from the CCDF program. 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 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. 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 that the Tribe does not pay Providers when the facility is closed unless it is an observed holiday or inclement weather. The Provider agrees not to accept

children without written approval from an authorized Seneca-Cayuga Nation 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. Usually (but not always) this day is the first day of the current month the applicant has submitted a complete and approved application.
- 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 delivered to eligible clients. No exceptions will be allowed unless approved by 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 ten (10) 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 the next working day 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 follow absentee and inclement weather billing procedures for children temporarily absent from the program. In cases where the client is responsible for assessed fees, the Provider is responsible for collecting the parent co-pay amount for the absentee days and inclement weather days.
- P. 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.
- Q. 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.
- R. 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 staff person. 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.

- S. 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 Seneca-Cayuga Tribal, state or federal government for purposes of auditing or any their 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.

- T. 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:
 - I. 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.

- U. 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.

DISCRETIONARY PROVIDER GRANTS

The applicant **must** be a CCDF provider or non-profit organization. Applicant must apply in writing to the Child Care Director. Explain precisely what equipment or service is needed, why, and how it will benefit the children by meeting health & safety standards or by improving the quality of care in the facility. Applicant must show financial need. The Child Care & Development staff will assess the request regarding financial need and value of quality. The director will make a determination based solely on the criteria and the availability of funds in the current budget. The approval and award of a provider grant is a discretionary decision and is not appeal able.

ELIGIBILITY CRITERIA

- Applicant must have at least one Indian child enrolled in their facility who is receiving Seneca-Cayuga Tribe CCDF assistance.
- Must attend Provider trainings
- Applicant must have been in business for one year.
- Applicant must make a written request to the CCDF Department.
- Applicant must show a financial need.
(See Mini Grant Proposals Attachment)

START-UP GRANT

The Child Care Director may waive the one-year requirement for a needed new facility to assist in meeting State licensing or Star Rating System requirements on a case-by-case basis, if the applicant has made a substantial investment, i.e. Financial, experience, educational, resources. Start-up grants may also be considered to assist in starting a new program in an existing facility, ie. New Infant & Toddler or After-School Program.

TRAINING GRANTS

Training Grants may be issued, as funding permits, to assist staff/providers to increase their knowledge of Child Care and Development. The specific training must be pre-approved by the Child Care Director. The priorities and terms for these Grants will be as follows:

- Tribal care personnel
- Providers who receive CCDF assistance
- All other sources of grants or assistance have been obtained
- We will only assist with payment of training that is specific to Child Care and Development and will assist a Center to achieve a higher rating or credentialing.

- We will only pay for completed training for providers. We must be furnished with a copy of a certificate of completion or an official transcript, before the grantee can be reimbursed.
- The grantee must sign an employment agreement to stay with the current facility for no less than one year after completion of training.

RESPONSIBILITY OF GRANTEE

- Grantee will take reasonable care of the item or items purchased.
- Grantee will notify the CCDF program if the facility is closing, moving or changing address, within the first year after receiving the grant.

RESPONSIBILITY OF GRANTOR

- The items or service purchased or approved for purchase by the Program Director must be of direct benefit to the children (not administrative items) of the facility receiving the grant.
- Items purchased for Grantees must meet State and Tribal Health Safety Standards.
- The items purchased were researched to ensure the products and services are of good quality and value.

GRANT TERMS

- The facility awarded a grant from the Seneca-Cayuga Nation CCDF program will assume full ownership of the products or services one year from the date issued if they are still in business.
- In the case of a facility closing, within one year of issue date of grant, it is the Grantee's responsibility to notify the Seneca-Cayuga Nation CCDF office and make arrangements to return the item or items granted to them. Returned items will be passed on to other providers.

GRANT AMOUNT

The grant award amount will be determined by the CCDF staff on the availability of funds.

FRAUD

The term fraud has been legally defined as an intentional false representation of the truth or matter of fact whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, for the purpose of including another in reliance upon it to part with some valuable thing or surrender a legal right. Fraud may be indicated in a client overpayment. The responsibility of the CCDF staff is to determine whether

there is indication of fraud on the part of the client/caregiver/provider and to report these findings.

TERMINATION FROM THE CHILD CARE ASSISTANCE PROGRAM

In the event that fraud has occurred and is substantiated, the participant will be terminated for one year or until the dollar amount has been repaid to the Child Care Assistance Program or caregiver/provider.

CHILDCARE ASSISTANCE DEFINITIONS

(1) ATTENDING (a job training or educational program)-

Being duly enrolled in a program of training or education. Childcare services are reimbursed only for a necessary time for actual classroom attendance with required labs including travel time.

(2) INDIAN CHILD:

The child must be enrolled or eligible for enrollment in any American federally recognized Native American Tribe; or is in the legal custody of or is residing in the household of an enrolled Indian citizen or a person who is eligible to enroll in an American federally recognized Native American Tribe; or has a CDIB card pending membership into an American federally recognized Native American Tribe.

(3) SERVICE AREA:

100-mile air radius of the Seneca Cayuga Tribal Complex in Grove, Oklahoma

(4) IN LOCO PARENTIS:

A person acting in the place of a parent without going through legal proceedings.

(5) JOB TRAINING EDUCATIONAL PROGRAM:

Activities to secure a high school education or equivalency certificate; post-secondary basic and remedial education to attain a basic literacy level; education in English proficiency; job skill training which includes vocational, technical, or college training for a specific job or occupational area.

(6) PHYSICAL OR MENTAL INCAPACITY:

(If the Lead Agency provides such services to children age 13 and older).

Any child ages 13-18 delayed in cognitive development, physical development, speech and language skills, psychosocial development, or self-help skills whose condition requires oversight of care. Such condition shall be documented by a statement from the child's physician, psychologist, psychometrist, or other professional certified to make such a determination or upon pre-approval of CCDF staff.

(7) POLICY:

Those requirements mandated by law.

(8) PROCEDURE:

States how a policy is to be carried out, by whom and the areas to be covered.

(9) PROTECTIVE SERVICES:

Childcare services designed to foster family reunification while preventing abuse and neglect. If a parent is incapable of caring for the child due to a temporary or permanent disability the child is still eligible for care based on the other parent's work/school situation. Documentation of disability must be provided from a health care professional. Also included is all preventive care for at-risk children who have not been removed from the home by protective services or children voluntarily removed from a home and placed with a temporary guardian as determined by parent or social services. Children of teen parents and children experiencing homelessness are also included. Children living in areas of Government Declared State of Emergency (National, State, Local or Tribal) are classified as being 'at-risk' and meet the requirements as stated under Protective Services which would apply to already eligible CCDF families and could include, as a temporary short-term designation, those classified as essential workers with co-payments waived on a case-by-case basis.

(10) RESIDING WITH:

The natural or adoptive parent(s) of the children living in the home and for whom childcare is needed; the caretaker(s) of the minor children who needs care whether or not that caretaker is legally and financially responsible for the children; all minor children in the home for whom the payee is financially responsible; the step-parent of the minor child(ren) who is living in the home and for whom care is needed; any adult non-relative individual acting in the role of a spouse and living in the home with the natural or adoptive parent; any children of the adult non-relative individual living in the home with the natural or adoptive parent.

SPECIAL NEEDS CHILD:

Any child delayed in cognitive development, physical development, speech and language skills, psychosocial development, or self-help skills and who is receiving SSI or Sooner Start benefits, or Special education services. Others included in this definition considered part of vulnerable populations are TANF families, homeless families, children at risk of receiving protective services, children with teen parents, or children living outside the home in temporary guardianship situations. In addition, vulnerable populations include those families residing in areas of Government Declared State of Emergency (National, State, Local or Tribal).

(11) WORKING:

Gainfully employed; Time spent in activity which incurs wages, Armed Forces pay, commissions, tips, piece-rate payments, on-the-job programs, work-study employment, self-employed and time spent in pre-approved job search. Additional terminology related to conditions of eligibility or priority established by the Tribal Lead Agency:

(12) RESPIRE CARE:

Protective services or at-risk children may need respite care (short term) due to a variety of situations. The time childcare is needed will be determined on a case-by case basis by the Seneca-Cayuga Tribe CCDF Staff. Care for Special Needs Children-to provide temporary sabbatical for primary care givers.

(13) APPROVAL PROCESS:

Childcare Director assists parents/foster parents in making appropriate plans for the child. If the parent/foster parent has resources to provide temporary care such as a relative or close friend, the Childcare Director makes personal contact with the individual to determine ability and willingness to provide short-term care. This person must be over 21 years of age. The director also discusses policy, procedure and discipline with the short-term caretaker. The director obtains sufficient information including a recommendation from one reference for the short-term caretaker. The parents/foster parents must provide justification for the short-term care.

(14) TEEN PARENTS:

Persons age 13-19 who have a child.

(15) HOMELESS PARENTS:

No permanent residence

(16) STUDENTS:

Individuals enrolled in secondary, post-secondary education, GED, vocational education, or job training.

(17) ACTIVELY SEEKING WORK:

Spending a total of three (3) full days for a four (4) week period searching for a job. Additional time may be approved on a case-by-case basis upon successful and timely completion of the job search form.

(18) NON-TRADITIONAL HOURS :

Evening shifts, midnight shifts or 12-hour shifts

(19) ELIGIBLE CHILD:

An individual under 13 years of age; or at Grantee option, be under age 19 and be physically or mentally incapable of caring for himself or herself, or under court supervision; reside with a family whose income does not exceed 85% of the State's median income for a family of the same size and reside with a parent or parents who are working or attending a job training or educational program or receive, or need to receive protective services and reside with a parent or parents other than the parents listed above.

(20) CARE GIVER:

An individual who provides child care services directly to an eligible child on a person to person basis.

(21) CHILD CARE SERVICES:

The care given to an eligible child by an eligible child care providers.

(22) CATEGORIES OF CARE:

Center based child care, group home child care, family child care and in-home care.

(23) KIN CARE:

Must be a member of a child's immediate family, such as, a grandparent, aunt, uncle, or older adult sibling not living in the child's home.

(24) BEFORE AND AFTER SCHOOL SERVICES:

Provided Monday through Friday, including school holidays and vacation periods other than legal public holidays to children attending early childhood development programs, kindergarten or elementary or secondary school classes during such times of the day and on such days that the regular instructional services are not in session.

(25) ELIGIBLE CHILD CARE PROVIDER:

A center-based child care provider, a group home child care provider, a family child care provider, and in-home child care provider, or other provider of child care services for compensation that is licensed regulated or registered under applicable law.

(26) FAMILY CHILD CARE PROVIDER:

An individual who provides child care services for fewer than 24 hours per day per child, as the sole care giver, in a private residence other than the child's residence, unless care in excess of 24 hours is due to the nature of the parent(s) work.

(27) GROUP HOME CHILD CARE PROVIDER:

Two or more individuals who provide child care services for fewer than 24 hours per day per child, in a private residence other than the child's residence, unless care in excess of 24 hours is due to the nature of the parent(s) work.

(28) IN HOME CHILD CARE PROVIDER:

An individual who provides child care services in the child's own home.

(29) RELATIVE CHILD CARE PROVIDER:

A child care provider who is 18 years of age or older who provides child care services only to eligible children who are, by marriage blood relationship, or court decree.

(30) SLIDING FEE SCALE:

A system of cost sharing by a family based on income and size of family.

(27) CLIENT:

The parent, custodian, or guardian (or in the case of a child in OHS or ICW custody, the child's primary caseworker) of the child receiving child care services.

(28) DAILY RATES:

Daily rates are determined by the standard approved state rate or by dividing the weekly rate by five (5) The Tribe will not pay drop-in rates as the daily rate.

(29) THE TRIBE:

THE SENECA-CAYUGANATION OF OKLAHOMA

(30) EARLY DEPARTURE:

The provider will be paid at the normal rate when a child is picked up earlier than usual. For instance, if a child is scheduled for full time but only attends half time on a particular day because of a doctor's appointment, etc., THE TRIBE will pay the full-time rate since that is the normal time of attendance. These days will not be billed as absentee days. If the temporary situation of early departure will exist longer than two (2) consecutive days per any two (2) consecutive weeks, than a new authorization with the correct service code shall be written.

(31) FACILITY/LICENSE NUMBER:

The number assigned to the license or registration certificate issued by the Child Care Licensing Unit to each specific site name and address providing child care services. Licensure adverse action if defined as the revocation, suspension, or denial of a license or registration.

(32) FULL DAY CARE:

Greater than four hours and one minute (4.01) hours up to ten (10) hours daily. A client may submit documentation to the Tribe that more hours are needed and request the Supervisor to approve a specific number of additional hours per day. Overtime begins at 10.01 daily.

(33) HOLIDAY BILLING:

Allowable holidays are these: New Year's Day, Dr. Martin Luther King, Jr., Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Provider may bill absentee for the above listed holidays if the holiday falls on a day when the child is scheduled to attend. Observed holidays are considered holiday billing. For example if July 4th follows on Sunday and the state observes July 4th on Monday, billing can occur for Monday instead of Sunday.

(34) HOURS OF CARE:

The time the child becomes the responsibility of the facility. This includes transportation if provided by the facility.

(35) NIGHT CARE:

Care provided between the hours of 6:00 P.M. and 5:59 A.M. on a weekday. Over one half of the care must be provided after 6:00 P.M. for an authorization to be keyed for night care.

(36) PART TIME:

Less than five (5) hours but not including five (5) hours. The hours may or may not be consecutive.

(37) PROVIDER:

The name of the owner or business name of the organization providing child care services.

(38) PERSONAL IDENTIFICATION NUMBER (PIN):

Password for billing and electronic signature. The signature must be the person responsible for billing. (Not Applicable at this time.)

(39) SPRING BREAK:

Spring Break is also considered a part of the six absentee days, if a child is absent. The Tribe considers Spring Break as no more than five (5) days.

(40) TAXPAYER IDENTIFICATION NUMBER {TIN}:

A number issued by the Internal Revenue Services to report income paid to an individual. This TIN may be either an individual's social security number or employer identification number.

(41) TEMPORARY ABSENCE:

The absence of a child from the child care facility when the provider expects the child to return. Payment for temporary absences may not exceed six (6) calendar days per month. Exception is for contracted slots.

(42) WEEKEND CARE:

Care provided on Saturdays and/or Sundays.

(43) CCDF:

Child Care Development Fund.