



Miami Tribe of Oklahoma

P.O. Box 1326~Miami, Oklahoma 74355

Ph: 918-541-1300 Fax: 918-542-7260



Miami Tribe of Oklahoma Child Care Provider Contract

Facility Name: _____ Owner's Name: _____

Facility Physical Address: _____

Facility Mailing Address: _____

Facility City: _____ Facility State: _____ Facility Zip Code: _____

Facility Phone Number: _____ Facility County: _____

Social Security or FID#: _____ License #: _____

Maximum Number of Children: _____ Effective Date: _____

Expiration Date: _____ Type of Facility: Center Group Home

Rating of Center: _____ Director's Name: _____

Fax Number: _____ E-mail Address: _____

Part One

THIS AGREEMENT, ENTERED INTO AND EFFECTIVE THE ____ day of _____, 20 __, by and between the Miami Tribe of Oklahoma Child Care Assistance Program, located at 202 South Eight Tribes Trail, Miami, OK 74355, herein referred to as "Miami Tribe of Oklahoma," and _____ (An individual) (Child Care Center) and existing under and by virtue of the laws of the State of Oklahoma principal offices located at (mailing address)

Hereinafter referred to as "Provider" constitutes the entire agreement between the parties hereto and supersedes any prior Agreements which may have existed between the parties as to the subject herein: AND, THEREFORE, in consideration of the covenant and agreements set for the herein, it is mutually agreed between the parties hereto, as follows:



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Part Two

THIS AGREEMENT is to be effective for 12 months from the date of execution and may be extended or renewed only upon approval from the Miami Tribe CCDF office.

Part Three

THIS IS AGREED AND UNDERSTOOD that childcare services to be provided under this Contract shall be available from date of execution thereof. IT IS FURTHER AGREED that said services will be provided in the following location(s):

PROVIDED, that in the event Provider's facilities become uninhabitable by Act of God or sudden catastrophe and suitable alternative facility cannot be obtained by Provider within five (5) days thereof, this Contract shall become null and void without notice.

IT IS FURTHER UNDERSTOOD AND AGREED that no services authorized under this contract will be subcontracted by Provider to any other person or entity without prior written approval by the Miami Tribe of Oklahoma Child Care Development Office.

Please read this section carefully!

FRAUD

LIABILITY FOR CERTAIN ACTS. Any person who - -

(1) Knowingly presents, or causes to be presented, to an officer or employee of Miami Tribe of Oklahoma or DHS or a member of any Tribe of the United States a false or fraudulent claim for payment or approval;

(2) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Miami Tribe of Oklahoma, DHS or other Tribe;

(3) Conspires to defraud the Miami Tribe of Oklahoma, DHS or other Tribe by getting a false or fraudulent claim allowed or paid;

--Will be suspended from services to the Miami Tribe of Oklahoma for a term of 30 to 90 days pending investigation or indefinitely at the discretion of the Miami Tribe of Oklahoma and may be locally and/or federally prosecuted.

Tribal policies prohibit:

- **the submission for payment of a false claim, that is known to be false or fraudulent (includes deliberate ignorance or "reckless disregard")**



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- the use of false records (that are used to support payment or approval of a false claim, or the provision of care that is not pre approved and necessary)
- the use of reverse false claims (use of a false record to conceal, decrease or avoid an obligation to the Miami Tribe of Oklahoma - like a credit balance)
- presenting a written, certified claim that omits a material fact used in submitting a false claim
- mail fraud or conspiracy (prohibited by criminal statutes that are often used in conjunction with civil fines and penalties)

KNOWING AND KNOWINGLY DEFINED. For purposes of this notice, the terms "knowing" and "knowingly" mean that a person, with respect to information

(1) has actual knowledge of the information;

(2) Acts in deliberate ignorance of the truth or falsity of the information; or

(3) Acts in reckless disregard of the truth or falsity of the information and no proof of specific intent to defraud is required.

Whistleblower Rights - You are Protected! Do not be afraid to report fraud! The Whistleblower Protection Act, an amendment to the False Claims Act, protects you from harassment, demotion, and wrongful termination for reporting fraud.

I have read and understand all of the requirements and information that is listed above.

Provider Signature

Date

Name of Facility

Signature of Miami Tribe CCDF Employee

Date