

# Developmental Disabilities (DD) Provider Handbook

## TABLE OF CONTENTS

Introduction to the Department of Health and Human Services..... 1

    Values & Core Competencies ..... 1

    Division of Developmental Disabilities ..... 1

    DHHS Regulations ..... 1

Introduction to Developmental Disability Services ..... 1

    DD Services ..... 1

    DD Providers ..... 2

    Agency Providers ..... 2

    Independent Providers ..... 2

Provider Role and What is Expected ..... 3

    Working with a Participant ..... 3

    General Requirements..... 3

    Additional Requirements..... 5

    When Abuse or Neglect is Suspected..... 6

    Recordkeeping (Documentation, Paperwork)..... 6

Provider Billing..... 7

    Getting Paid ..... 7

    Provider Service Authorization..... 9

    Billing Requirements..... 9

    Claims Processing ..... 10

    Medicaid Fraud ..... 10

    Share of Cost..... 11

    Tax Withholding..... 11

    Social Security – Independent ONLY ..... 11

    General Provider Finances – Agency ONLY ..... 12

Failure to Preform Services..... 12

DHHS-DD Resources ..... 12

## INTRODUCTION TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

In this document “DHHS” refers to the Nebraska Department of Health and Human Services.

DHHS includes six divisions: Behavioral Health, Children & Family Services, Developmental Disabilities, Medicaid & Long-Term Care, Public Health, and Veterans’ Homes.

### VALUES & CORE COMPETENCIES

DHHS values are: constant commitment to excellence, high personal standard of integrity, positive and constructive attitude and actions, openness to new learning, and dedication to the success of others.

DHHS core competencies are demonstrating: responsibility and accountability, professional composure, effective interpersonal relationships, productive communication, support of team, and self-improvement.

### DIVISION OF DEVELOPMENTAL DISABILITIES

The Division of Developmental Disabilities (DHHS-DD) is part of the Nebraska Department of Health and Human Services. DHHS-DD is responsible for the system of support in Nebraska for persons eligible for developmental disability services. DHHS-DD provides the funding for services and oversight of community-based providers.

There are specific eligibility requirements a person must meet in order to be eligible for services through DHHS-DD. Eligibility is determined by DHHS-DD.

A “participant” is a person determined eligible and receiving funding from DHHS-DD.

Funding is determined and authorized by DHHS-DD after eligibility is determined. The funding amount is determined by the objective assessment process (OAP), which assesses the participant’s abilities and needs. Participants must make every effort to become eligible and maintain eligibility for a DD Medicaid Waiver. Participants must also apply for and accept any federal and state benefits for which he/she may be eligible, such as Social Security and Medicaid benefits.

### DHHS REGULATIONS

DD Services are governed by regulations, specifically Titles 403 and 404. Additional regulations may apply dependent on the services offered by the provider. All DHHS regulations may be viewed [online](#).

All DD providers must follow:

- [Title 403 NAC – Medicaid Home and Community-Based Waiver Services for Individuals with Developmental Disabilities](#).
- [Title 404 NAC – Community-Based Services for Individuals with Developmental Disabilities](#).

DD providers who give medications, must follow the med aid regulations: [Title 172 NAC 99](#).

Other pertinent regulations may include, but are not limited to:

- [Title 175 -- Health Care Facilities and Services Licensure](#)
- [Title 471 -- Nebraska Medicaid Program Services](#)
- [Title 474 -- Social Services for Families, Children, and Youth](#)

## INTRODUCTION TO DEVELOPMENTAL DISABILITY SERVICES

### DD SERVICES

DHHS-DD provides funding and oversight of community-based providers for developmental disability (DD) services. DD services can be provided by either an independent or agency provider. DD services focus on helping participants live the most independent lives possible. Goals are identified and habilitation programs (training) may be developed to teach skills. Goals focus on employment, independent living, and community access. DD Service Coordination provides oversight.

A list of services including definitions; limits on the amount, frequency, or duration; and provider requirements can be found in the Developmental Disabilities [Service Directory](#). All services are chosen by the participant, except when provided under an applicable law or court order.

## DD PROVIDERS

There are two types of providers for DD community-based services: agency providers and independent providers. Neither type of provider is an employee of DHHS. All providers must meet requirements and have an authorization in order to provide a service.

## AGENCY PROVIDERS

An agency provider is an agency, organization, association, or other entity that DHHS has certified as meeting certification and accreditation requirements under applicable state statutes and regulations. The agency is responsible for all administrative aspects related to the oversight of DD services, such as hiring, firing, scheduling, training, and paying staff that work with participants. Agency providers are approved by the state and must meet specific regulations.

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### THE FOLLOWING SERVICES MAY BE OFFERED BY AN AGENCY PROVIDER:

- Adult Day Services
- Adult Companion Service
- Assistive Technology
- Consultative Assessment Service
- Crisis Intervention Support
- Environmental Modification Assessment
- Habilitative Community Inclusion
- Habilitative Workshop
- Home Modifications
- Homemaker Services
- In-Home Residential Habilitation
- Prevocational Services
- Residential Habilitation
- Respite Service
- Supported Employment – Enclave
- Supported Employment – Follow Along
- Supported Employment – Individual
- Transitional Services
- Transportation
- Vehicle Modifications

## INDEPENDENT PROVIDERS

An independent provider is not certified by DHHS as an agency provider, nor is he/she an employee of an agency. An independent provider is employed by a participant. A participant is responsible for locating, hiring, firing, scheduling, training, and supervising an independent provider. A participant may choose anyone not legally responsible for him/her. Once a participant chooses a person, DHHS has an approval process.

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### THE FOLLOWING SERVICES MAY BE OFFERED BY AN INDEPENDENT PROVIDER:

- Adult Companion Service\*
- Assistive Technology
- Consultative Assessment Service
- Environmental Modification Assessment
- Habilitative Community Inclusion\*
- Home Modifications

Homemaker Services  
Prevocational Services\*  
In-Home Residential Habilitation\*  
Respite Service  
Supported Employment – Follow Along\*  
Supported Employment – Individual\*  
Transitional Services  
Transportation

*Services with a star (\*) are habilitative and include teaching. Additional provider requirements.*

## PROVIDER ROLE AND WHAT IS EXPECTED

### WORKING WITH A PARTICIPANT

It is important that you treat a participant with respect. Respect his/her choices and life experiences. Listen carefully, ask questions, and pay attention to body language. Take concerns seriously. A participant may have a different perspective than you. Your beliefs on an issue may not be the same as his/hers. Allow a participant his/her perspective. A participant has invited you into his/her life. If a participant asks you to do something that you are uncomfortable with, talk with him/her about your feelings.

Offer choices when appropriate. Explore alternative communication methods if a participant cannot directly tell you what he/she wants. Never tell a participant what to do. Explain possible consequences of choices. Any advice must be given in an age appropriate manner, considering his/her perspective and life experience. Trust a participant to make decisions that are best for him/her. Build trust by being consistent and worthy of trust.

Respect a participant's right to privacy. Always knock and wait for him/her to open the door. A participant needs time alone and time with friends. Services should increase opportunities, not limit him/her.

A participant should set his/her own schedule. You may need to be flexible. Do not expect a participant to change for you.

For independent providers, ask how a participant wants you to let him/her know if you are unable to work due to illness or another unforeseen event, or are running late. Respect his/her time and communicate as the participant asks. A participant is counting on you to meet his/her needs.

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### SERVICES MUST BE:

- Safe;
- Person-centered and according to the individual support plan (ISP);
- Focused on contributing to an increased quality of life;
- In compliance with regulations; and
- In compliance with waiver guidelines.

### GENERAL REQUIREMENTS

You must have knowledge and understanding of a participant's needs. You will need training or experience in the service you are providing. DHHS-DD is committed to providing training to improve the lives of participants. Many trainings are free! Click here for [Training information](#).

Services are person-centered and specific to a participant's needs. You must attend a participant's individual support plan (ISP) team meetings. You must know the supports necessary to meet the personal and medical needs of a participant. You must be able to perform tasks to meet these needs, as specified in the participant's plan. You will allow DHHS to monitor and evaluate services by observing service delivery, interviewing you, or similar methods. You must observe and report any change which affects a participant, or his/her plan, to his/her DD coordinator. You must assume responsibility, follow emergency procedures, maintain a schedule, and adapt to unpredicted situations. You are responsible for a participant's safety and property. You must follow universal precautions and have the physical ability to provide services.

You will avoid all conflicts of interest and all appearances of conflicts of interest. You will immediately notify DHHS of any conflicts so that other arrangements can be made for services to be provided.

You will follow HIPAA Rules. This refers to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- You will not use or disclose protected health information other than as permitted or required by DHHS.
- For agency providers, you will develop, implement, and maintain reasonable security measures regarding protected health information. This will include appropriate administrative, physical, and technical safeguards.
- You will report to DHHS, within fifteen days, any unauthorized use or disclosure of protected health information of which you becomes aware. You will take immediate steps to decrease any harmful effect of unauthorized disclosure. You will complete a written Corrective Action Plan and submit it to DHHS. You will also report any breach to the participant affected and to the HHS Office of Civil Rights, as required by HIPAA regulations.

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### **ALL PROVIDERS MUST:**

- Be a Medicaid-enrolled provider (process includes background checks);
- Enter into an agreement with DHHS-DD;
- Provide service(s) as specified in a participant's Individual Support Plan (ISP), Individual/Family Support Plan (IFSP), and/or Annual Supports Plan (ASP), as applicable;
- Have training in the following areas, and provide evidence upon request:
  - Abuse, neglect, and exploitation and state law reporting requirements and prevention;
  - Cardiopulmonary resuscitation; and
  - Basic first aid;
- Work drug-free and/or maintain a drug-free workplace;
- Be authorized to work in the United States;
- Not be a legally responsible adult for the participant (natural or adoptive parent if under age 19, spouse, or guardian);
- Not be an employee of DHHS;
- Comply with billing requirements, including submitting thorough and accurate claims electronically; and
- When no longer serving a participant, return all records, funds, and personal property, including personal needs money, to the participant in a manner consistent with instructions provided by DHHS.

If you are an independent provider or an agency provider that is a sole proprietorship, the following applies:

- You must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website.
- If you indicate on the attestation form that you are a qualified alien, you agree to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- You understand and agree that lawful presence in the United States is required and you may be disqualified or your agreement ended if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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### **AN AGENCY PROVIDER MUST:**

- Comply with applicable laws and regulations, in addition to Titles 403 and 404. This may include, without limitation:
  - Developmental Disabilities Services Act;
  - Developmental Disabilities Court-Ordered Custody Act;
  - Medical Assistance Act;
  - Title 175 NAC Chapter 3 if operating a Center for the Developmentally Disabled;
  - Title 471 NAC Chapters 1 through 3;
  - Title XIX of the Social Security Act (section 1915c); and
  - Any orders issued by a court of competent jurisdiction.
- Complete all provider enrollment requirements, including background checks.
- Complete background checks on all employees working directly with participants.

- Maintain certification with DHHS Public Health for all services provided. Failure to maintain certification immediately eliminates the services from qualifying to receive payment from DHHS-DD.
- Use a federal immigration verification system to determine the work eligibility status of those physically performing services. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- Ensure subcontractors comply with all applicable laws, rules, regulations, policies, and procedures.
- Purchase and maintain adequate insurance coverage for all liabilities. You provide DHHS a current certificate of coverage showing the following kinds of coverage:
  - Workers' compensation as required by law;
  - Commercial motor vehicle liability insurance in accordance with the minimum set by state law, as DHHS will not provide any insurance coverage for vehicles operated by provider;
  - Professional liability coverage, including participation in the Excess Liability Fund under the Nebraska Hospital Medical Liability Act, if qualified; and
  - General liability insurance.

If your liabilities are addressed through means other than insurance, you must submit written justification to DHHS. Any cancellation of insurance must be submitted with a new coverage binder, to ensure no break in coverage.
- Comply with all applicable local, state, and federal statutes and regulations regarding civil rights and equal opportunity employment, This includes:
  - Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.;
  - Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.;
  - Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and
  - Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101 to 48-1125.
- Not assign or transfer any interest, rights, or duties to any person, firm, or corporation without prior written consent of DHHS.

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### **AN INDEPENDENT PROVIDER MUST:**

- Complete background checks with Maximus;
- Be age 19 or older;
- Not live with participant if providing respite, homemaker, or home modifications; and
- Accept a rate selected by participant.

### **ADDITIONAL REQUIREMENTS**

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#### **IN ORDER TO PROVIDE A HABILITATIVE SERVICE, AN INDEPENDENT PROVIDER MUST:**

- Have a Bachelor's degree or equivalent coursework/training in: education, psychology, social work, sociology, human services, or a related field; OR
- Have four or more years of professional experience in the provision of habilitative services for persons with intellectual or other developmental disabilities (IDD), or habilitative program writing and program data collection/analysis, or four or more years of life experience in teaching and supporting an individual with IDD; OR
- Have any combination of education and experience identified above equaling four years or more.

#### **Habilitation:**

**The assisting of an individual with improving and achieving developmental skills when impairments have caused delaying or blocking of initial acquisition of the skills**

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#### **IF TRANSPORTATION IS PROVIDED AS PART OF ANY SERVICE, YOU MUST:**

- Maintain the minimum vehicle insurance coverage as required by state law;
- Not have had your driver's or chauffeur's license revoked within the past three years; and
- Use your own personally registered vehicle to transport.

## WHEN ABUSE OR NEGLECT IS SUSPECTED

People with disabilities are protected under the law from abuse and neglect. Abuse and neglect are defined as actions that may result in physical injury, unreasonable confinement, cruel punishment, sexual abuse, exploitation, or denial of essential services. Abuse or neglect can be intentional or the result of carelessness.

It is required by law that you report any suspected abuse or neglect to proper authorities. Reports can be made to local law enforcement or to the Abuse and Neglect hotline.

### EXAMPLES OF ABUSE AND NEGLECT INCLUDE, BUT ARE NOT LIMITED TO:

Physical Abuse: Hitting, pushing, hair pulling, kicking, biting, overuse or improper use of medications, use of restraints.

Sexual Abuse: Touching in ways that make participant feel uncomfortable, talking sexually or showing sexual material or body parts participant does not want to see, making participant touch or talk in a way that makes him/her uncomfortable, taking nude pictures or asking to take pictures that make him/her uncomfortable.

Emotional/Verbal: Threats, name calling, denying the right to express wants and needs, cyber bullying, isolating from friends and family.

Neglect: Denial of food, clothing, shelter, or transportation; not providing supervision; not providing medical treatment.

Exploitation: Taking money or personal belongings, charging more hours than worked, not fulfilling job responsibilities.

**TO REPORT ABUSE AND NEGLECT:  
Abuse/Neglect Hotline  
24-hour - Toll Free  
1-800-652-1999  
Or contact local law enforcement**

## WHISTLEBLOWER PROTECTION – FOR AGENCY PROVIDERS

You will comply with the provisions of 41 U.S.C. 4712, which states an employee of a contractor, subcontractor, grantee, or sub-recipient may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- Your employees are encouraged to report fraud, waste, and abuse. You will inform your employees in writing that he/she is subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- You will include this requirement in any agreement made with a subcontractor or sub-recipient.

## RECORDKEEPING (DOCUMENTATION, PAPERWORK)

All paperwork or documentation will be referred to as “records” within this handbook. Records must be maintained in accordance with generally accepted business practices. All your books, records, and documents, including data maintained in computer files or on other media, relating to work performed or monies received from DHHS are subject to audit at any reasonable time with reasonable notice by DHHS.

All records are the property of DHHS. You will not copyright any of the copyrightable material produced in conjunction with the performance required without written consent from DHHS. DHHS reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.

As a provider, you are expected to complete and maintain records in accordance with applicable regulations, your provider agreement with DHHS-DD, and a participant’s ISP. Documentation will include, but is not limited to:

- Before you begin providing services, you will sign a Medicaid provider agreement with DHHS on the Maximus web portal. It indicates that you are approved to provide services. This agreement is signed once for all participants you serve.
- A calendar of services provided and/or record of participant’s attendance, depending on service(s) provided. Services must be differentiated within records so that it is clear which service was provided to whom and when. Lack of appropriate documentation may result in funds being recouped for times when service delivery cannot be confirmed via documentation. This will support billing claims.

- If you are providing a habilitative service, document habilitation as outlined in the individual support plan (ISP). Lack of appropriate documentation may result in funds being recouped for times when services specified in ISP cannot be confirmed via documentation.

All records are to be kept for five years from the date of final payment for services, unless records fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

Records which fall under HIPAA must be kept for six years from the date of final payment for services. Records will be completed and maintained electronically in Therap, a computer program explained in the billing section. For six years, you must keep, and be able to provide:

- Documentation which supports selection and delivery of services, including dates of service. You may use a calendar or written record of the hours worked, along with the provider authorization;
- Financial information necessary to allow for an independent audit, such as payment stubs;
- Documentation which supports requests for payment, such as copies of records submitted to DHHS; and
- Provider agreements signed with DHHS, including copies of provider checklists.

In addition to standard retention requirements, all records shall be maintained until any issues related to an audit, litigation, or other actions are resolved to the satisfaction of DHHS.

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## CONFIDENTIALITY

All records will be held in the strictest confidence and not released to anyone other than DHHS, without the prior written authorization of DHHS. Failure to maintain confidentiality of records will result in your provider agreement ending.

## PROVIDER BILLING

### GETTING PAID

DHHS does not pay for room and board, the cost of facility maintenance, upkeep, or improvement. When applicable, room and board is the responsibility of the participant. If services occur in a provider owned and controlled setting, the provider is responsible for the cost of home and service location maintenance, upkeep, and improvement, including adaptations.

You are paid based on the service you provide. You may be authorized to provide more than one type of service. You must bill for each service separately. Most services are billed hourly. Some have a 15-minute or daily rate. The total hours or days of claim payment for any participant cannot exceed the maximum amount of the participant's individual budget amount (IBA) in his/her service authorization(s).

Invoices for payments submitted must contain sufficient detail to support payment. No payment will be made for any deliverable or cost unless specifically authorized by DHHS.

If you fail to provide services or perform duties, or are out of compliance with applicable laws or court orders, DHHS reserves the right to withhold payment. If payment has already been made, DHHS reserves the right to demand repayment, and any other available remedies.

DHHS may end your agreement if funding is no longer available. Should funds not be appropriated, DHHS may end your agreement for those payments during the fiscal years for which funds are not appropriated. DHHS will give you written notice thirty days prior to the effective date of any termination. You are entitled to receive just and equitable compensation for any authorized services which have been satisfactorily completed as of the termination date. You will not be paid for a loss of anticipated profit.

Payment is made electronically unless otherwise specified by DHHS.

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## AGENCY PROVIDER PAY

Each service has an assigned rate. There may be a rate increase most fiscal years (July-June). You will be informed of any rate increase before it occurs.



You can only bill for times when the participant is present and receiving habilitative services and supports, unless otherwise specified in service definition. There are no “leave days” or “therapeutic days.”

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#### **BILLABLE ACTIVITIES:**

- Habilitation training and direct support of needs as specified in the participant’s ISP, including documentation.
- Individualized job development and support on behalf of the participant as specified in his/her ISP.
- Attendance and participation at the participant’s team meetings.
- For days when an individual might be hospitalized but also received services prior to admission or after discharge, the services must be claimed at the hourly rate. Daily rates do not apply on days when an individual is either admitted to or discharged from the hospital and a maximum of seven hours is allowable.

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#### **UNBILLABLE ACTIVITIES:**

- Staff meetings, staff training, habilitation plan training, program research and development, supervisory or administrative activities, staff paid leave time, ancillary support activities not involving the participant (such as shopping for supplies, building cleaning, or maintenance).
- Any time periods where other paid services are provided concurrently in a provider owned and controlled location. Examples of other paid services include, but are not limited to, Personal Assistance Services (PAS), speech therapy, physical therapy, or counseling sessions.
- For a participant under 21 years of age, time periods the participant is to be attending school – generally 8:00 a.m. to 3:00 p.m. or the operational hours of the school.
- Paid staff time providing only general care and supervision not specified in the ISP.
- If an ISP identifies a provider as being responsible for assisting the participant to schedule and attend an annual physical examination and the participant loses or has a gap in his/her waiver eligibility due to an expired annual physical examination, the federal matching funds that are unable to be acquired by DHHS-DD will be deducted from the provider payment while the match is unavailable.

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### **INDEPENDENT PROVIDER PAY**

Each service has a maximum rate of pay. A participant will decide your rate with you. His/her DD coordinator will help him/her make the best use of his/her annual individual budget amount (IBA). The agreed upon rate will be less than or equal to the maximum service rate. If you have more qualifications or are expected to meet more needs, you may agree on a rate closer to the maximum amount. There is no automatic rate increase.

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#### **BILLABLE ACTIVITIES:**

- Habilitation training and direct support of needs as specified in the participant’s ISP.
- Individualized job development and support on behalf of the participant as specified in his/her ISP.
- For days when an individual might be hospitalized but also received services prior to admission or after discharge, the services must be claimed at the hourly rate. Daily rates do not apply on days when an individual is either admitted to or discharged from the hospital and a maximum of seven hours is allowable.

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#### **UNBILLABLE ACTIVITIES:**

- Habilitation plan or training program research and development.
- Ancillary support activities not involving the participant, such as shopping for supplies or cleaning.
- Any time periods where other paid services are provided concurrently in a provider owned and controlled location. Examples of other paid services include, but are not limited to, Personal Assistance Services (PAS), speech therapy, physical therapy, or counseling sessions.
- For a participant under 21 years of age, time periods the participant is to be attending school – generally 8:00 a.m. to 3:00 p.m. or the operational hours of the school.
- Paid staff time providing only general care and supervision (such as child or adult day care) not specified in the ISP.

## PROVIDER SERVICE AUTHORIZATION

You will sign a Medicaid provider agreement with DHHS on the Maximus web portal. Your provider service authorization explains the terms of your agreement and allows you to bill DHHS for services. No service should be provided until you are approved as a Medicaid provider and receive service authorization for each service you are providing. You will be notified by Service Coordination when you are authorized to provide a service.

DHHS-DD utilizes a web-based electronic case management system called Therap Services, LLC (Therap). Service authorizations are completed by Service Coordination in Therap, then entered into NFOCUS. The DD Coordinator electronically sends your approved service authorization to you. You are responsible to review the service authorization for accuracy before acknowledging.

- If inaccurate, you should contact the DD Coordinator for revisions.
- If accurate, electronically acknowledge the service authorization for the authorization to be activated. The service authorization is not complete and cannot be billed toward until you have acknowledged it.

Step by step instructions, including screen shots, for receiving and acknowledging a Service Authorizations may be found on [Therap's webpage for Nebraska](#).

## BILLING REQUIREMENTS

Please read the billing instructions carefully. Inaccurate or incomplete billing documents will cause a delay in payment as your billing document will be returned to you for revision.

As a DD provider, you are not an employee of the state of Nebraska or DHHS-DD. Services must be provided in accordance with DHHS values, competencies, and DD service definitions. You may not assign or transfer duties, responsibilities, or payment.

Services billed must be provided in accordance with all statutory, regulatory, and contract requirements and in accordance with the approved Home and Community Based Services (HCBS) Medicaid Waivers.

You may not provide a service without an authorization.

- Authorizations are service-specific and participant-specific.
- You can only bill for services provided during the period on your authorization.
- Double check claims for accuracy.
- Inaccuracies or discrepancies will delay your payment.
- Your electronic signature certifies truth and completeness of the claim.

You can only bill for the time you are with a participant.

- Talk with service coordination if you are working with more than one participant at a time. He/she will explain expectations and billing guidelines.
- Two providers cannot bill for the same time frame. If claims are submitted and there is an overlap, the claims could be rejected. If this is a routine problem, your claims may be reviewed for Medicaid fraud.

Services and supports must be delivered as documented in each individual's person-centered plan, which may also be referred to as a service plan or an Individual Support Plan (ISP).

- The type and amount of service, the location and schedule for delivery of the service, and the provider responsible for the delivery of the service must be documented in the ISP.
- You can only bill for services assigned to you in the ISP.

In-home services are services provided in a participant's home, such as help with hygiene, meals, or laundry.

Out-of-home services are services and supports provided in the community, away from a participant's home.

You must submit a claim after a service is provided and within 180 days. The state of Nebraska cannot pay for claims that are older than 180 days. Additional information about the six month (180 day) timely filing requirements is available from Medicaid. No claims will be processed after the 181<sup>st</sup> day after the service was provided. If you dispute payment for a claim that is more than 180 days old, you may file a [request a fair hearing](#).

Once DHHS-DD receives a claim, there are 60 days to pay unless the documents are not complete or are inaccurate. However, it generally takes approximately 14 business days for payment to be made once a complete and accurate claim is received by DHHS-DD. Additional documentation may be requested in order to process a claim. Questions about payments that have not been received within 14 business days may be directed to DHHS-DD Central Office.

You will accept Medicaid reimbursement as payment in full for authorized services. As a Medicaid waiver provider, you cannot suggest, endorse, or agree to private payment arrangements. For example, you cannot request additional or higher mileage payment. Payment from Medicaid may have a participant's obligation deducted, if applicable. You will accept a rate agreed upon with a participant.

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## AGENCY PROVIDER BILLING

You have an agreement with DHHS and must provide services only as authorized.

If you are experiencing problems with payment, you can contact the DHHS employee who processes your claims.

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## INDEPENDENT PROVIDER BILLING

Your employer is a participant for whom you provide services. You must provide services only as authorized by DHHS-DD.

You may bill twice a month, on the first of the month and the fifteenth. Do not overlap dates or put more than one month on your claim; this will cause your claim to be returned to you and cause a delay in payment. You will permit DHHS to recover funds paid erroneously. You will retain financial and statistical records for six years to support all claims. You will supply any and all financial records at the request of DHHS. You can only claim for services provided during the period shown on the Service Authorization

If you are experiencing problems with payment, you can contact the assigned DD coordinator. You may be directed to speak directly to a DHHS employee who processes claims.

## CLAIMS PROCESSING

Billing for services is completed in [Therap](#), which is an internet-based program that you can access anywhere you have internet. You can complete billing on a computer, laptop, tablet, or smart phone. You have quick and immediate access to service authorizations sent electronically. You will record services delivered using the attendance module. Therap will automatically calculate billing and you will submit claims electronically. Once a claim has been paid, you can view payment information in Therap. An explanation of payments is available and you can view the status of all online billing claims. There is a webinar on how to complete attendance and submit billing claims.

A participant or guardian may request a copy of attendance information prior to you submitting the billing claim. It is your responsibility to provide this information.

If there are inadequate units in a participant's budget or there is not an active service authorization, the claim will be returned and you will need to contact Service Coordination for resolution.

In the event that DHHS-DD makes overpayments for any reason, you agree to repay such overpayments.

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## AGENCY PROVIDER BILLING

As an agency provider you receive Therap login information from DHHS-DD upon signing your agreement.

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## INDEPENDENT PROVIDER BILLING

As an independent provider you receive Therap login information from DD coordination. Quick Guides for billing are available on the [Therap page for Nebraska independent providers](#).

## MEDICAID FRAUD

Fraud is an intentional deception or misrepresentation that is made by a person with the knowledge that the deception could result in some unauthorized benefit. Fraud may include billing for services not provided or billing for non-covered services.

Persons who knowingly make a false claim may be criminally prosecuted. Punishment may include fines up to \$250,000 and/or up to 5 years imprisonment.

States are required to suspend Medicaid payments when there is a credible allegation of fraud and a pending investigation. This means your payment for submitted claims during a credible allegation of fraud or a pending investigation could be suspended or not paid.

## False Claims Act

The False Claims Act establishes a civil liability for knowingly presenting a false or fraudulent claim to the government for payment. No specific intent to violate the Act is required for conviction.

Consequences may include:

- Civil penalties of up to \$11,000 per claim
- Treble damages
- Exclusion

## SHARE OF COST

A participant may have a share of cost (SOC) to be eligible for Medicaid. The SOC is assigned to a provider, and that amount is deducted from the DHHS payment. A participant or his/her DD coordinator will inform you if you are assigned a SOC. When this happens, you are paid the amount of your claim minus the SOC. A participant is responsible for paying SOC to you.

## TAX WITHHOLDING

Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to a provider who has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to independent providers, to agency providers if 80% or more of the voting stock is held by the shareholders who are performing personal services, and agency providers who are a partnership or limited liability company if 80% or more of the capital interest or profits is held by the partners or members who are performing personal services. The Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals must be completed. The form is available from the [Department of Revenue](#).

If you have tax-related questions, you can email [DHHS.TaxData@nebraska.gov](mailto:DHHS.TaxData@nebraska.gov)

## TAXES FOR AGENCY PROVIDERS

As an agency provider, you are an employer and responsible for tax withholding and reporting for your employees.

## TAXES FOR INDEPENDENT PROVIDERS

DHHS may withhold taxes from your payments. The employer's share of Social Security Tax is withheld from your payments for in-home services, since you are not affiliated with an agency. For tax purposes, a participant or his/her legal representative authorizes DHHS to act as his/her agent. As the agent, DHHS withholds, deposits, and reports all FICA taxes to the Social Security Administration. DHHS does not withhold federal or state income tax. It is recommended that you consult with your income tax advisor or the IRS regarding the possibility that you may owe taxes at the end of the year. A participant or his/her guardian signs form FA-65 explaining this.

Tax forms will be sent to you after February 1<sup>st</sup> following the end of the calendar year:

- You will receive a Form W-2 Wage and Tax Statement for each participant you worked with when FICA tax was withheld from your wages and submitted to the Social Security Administration. You may receive more than one Form W-2 if you work for more than one participant.
- You will also receive a Form 1099 Miscellaneous Income for income from participants you worked with when no FICA tax was withheld or when it was refunded to you. The total wages you earned for the year as a service provider are figured by adding the amounts shown on each of the forms. You should not get more than one Form 1099.

## SOCIAL SECURITY – INDEPENDENT ONLY

At the end of each calendar quarter, bills submitted are totaled for each participant you worked with during the quarter. Your wages from working with a participant must amount to \$50.00 in order for FICA tax to be withheld. If your earnings from a participant were at least \$50.00, DHHS will pay the employer's share of FICA and deposit it, along with the FICA tax withheld from your State warrants, with the Social Security Administration.

There may be times when you do not earn at least \$50.00 in a calendar quarter for services you provided for a particular person. In that case, the FICA tax previously withheld will be refunded to you at the end of the calendar year.

If you have questions about FICA withholding or other tax related questions, you can email [DHHS.TaxData@nebraska.gov](mailto:DHHS.TaxData@nebraska.gov).

## GENERAL PROVIDER FINANCES – AGENCY ONLY

DHHS will end the agreement with you in the cases of bankruptcy proceedings or trusteeship. This includes:

- An involuntary proceeding has been commenced by any party against you under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) you have consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) you have been decreed or adjudged a debtor; or
- A voluntary petition has been filed under any of the chapters of Title 11 of the United States Code; or
- A trustee or receiver of your assets or of any substantial part of your assets has been appointed by a court.

If your agreement with DHHS is for more than \$150,000, you will ensure that you are in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

You will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. You will not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

## FAILURE TO PREFORM SERVICES

DHHS may terminate your agreement to provide services, in whole or in part, if you fail to perform your obligations in a timely and proper manner. DHHS may, by providing you a written notice of default, allow you to cure a failure within a period of thirty days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice will be delivered by Certified Mail with Return Receipt Requested or in person with proof of delivery. Allowing you time to cure a failure does not waive DHHS's right to immediately terminate the contract for the same or different default which may occur at a different time. DHHS may hold you liable for any excess cost caused by your default. This does not preclude the pursuit of other remedies for default as allowed by law.

## DHHS-DD RESOURCES

DHHS-DD hopes to make the information you need easily accessible to you in a way that you can easily understand. If you do not have access to the internet, please ask about having specific items printed.

The pages below can all be found at [www.dhhs.ne.gov](http://www.dhhs.ne.gov) by selecting Developmental Disabilities:

- DHHS-DD webpage for agency providers: <http://dhhs.ne.gov/Pages/DD-Agency-Providers.aspx>
- DHHS-DD webpage for independent providers: <http://dhhs.ne.gov/Pages/DD-Independent-Providers.aspx>
- DHHS-DD training webpage: <http://dhhs.ne.gov/Pages/DD-Training.aspx>
- DHHS-DD resources: <http://dhhs.ne.gov/Pages/DD-Resources.aspx>