Nebraska Department of Health and Human Services

SUPPORTIVE SERVICE PROVIDER AGREEMENT

Section I:

Check appropriate box and write Provider Number

☐ Agency FID _____ ☐ Individual Provider Social Security Number _____

Name FID issued to _____

Section II:

Provider Name (First) (Middle) (Last) Birthdate

Provider Street Address City State Zip

Mailing Address (if different from location)

Business Telephone Home Telephone

1. This Agreement between the Nebraska Department of Health & Human Services (hereinafter the Department) and _____ governs provisions for supportive services as defined in **Nebraska Department of Health & Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 468,**
2. Agreement Effective Date from _____ through _____

Section III:

Terms of Agreement

Par. 1 If the provider violates or breaches any of the provisions of this Agreement, then this Agreement may be terminated immediately at the election of the Department. If there are any damages arising from such violation or breach, legal remedies may be pursued to recover such damages. Any money due to the provider which accrued prior to such violation or breach may be offset against the damages.

Par. 2 Under the terms of this Agreement:

1. Department Staff or their representatives will determine eligibility for services and authorize appropriate services for the individuals.
2. The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.
3. Retain financial and statistical records for six years from date of service provision to support and document all claims. This includes all receipts or bills for service in support of any claims for which the provider requested payment. Such documentation must be available for review within 2 weeks of from date of request by federal or state reviewers. The Provider understands that the Department will randomly select providers to audit and will request supporting documentation as part of that audit. **Provider understands that the failure to maintain adequate supporting documentation may result in the recoupment of payments or the termination of the provider agreement.**

Par. 3 This Agreement may be terminated by either party at any time.

Section IV:

General Provider Standards

By signing this agreement, the service provider agrees to:

1. Bill only for services which are authorized and actually provided.
2. Submit all claims for service electronically through the Department's online payment system.
3. Submit all claims for service within 90 days of the service being provided.
4. Assure that the rate charged does not exceed the amount charged to private payers.
5. Allow federal, state, or local offices responsible for program administration or audit to review service records, in accordance with 45 CFR 74.20 - 74.24. Inspections, reviews, and audits may be conducted on site.
6. Keep current any state or local license/certification required for service provision.
7. Provide services as an independent contractor, if the provider is an individual, recognizing that s/he is not an employee of the Department or of the State.
8. Agree and assure that any false claims (including claims submitted electronically), statement, documents, or concealment of material fact may be prosecuted under applicable state or federal laws.
9. Respect every client's right to confidentiality and safeguard confidential information.
10. Not transfer this agreement to any other entity or person.
11. Not use any federal funds received to influence agency or congressional staff.
12. Operate a drug-free workplace.
13. Comply with all applicable state and Federal law, including but not limited to: Title VI of the Civil Rights Act of 9164; the Rehabilitation Act of 19173, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125.

I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement.

Section V:

Provider/Agency Representative Date

Signature Representative - Nebraska Department of Health and Human Services Date