



# SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services

Agreement Number  
667268

Org# 77150274

**Section I:**

Check Appropriate Box and Write Provider Number  
 Agency FID 20-8694642  
 Agency Medicaid Provider Number  
 Individual Provider Social Security Number

Name FID issued to

**Section II:**

Provider Name (First) (Middle) (Last) Birthdate  
CITY CAB (Freemont Cab Services)

Provider Street Address City State Zip  
2437 PARKVIEW DR FREMONT NE 68025

Mailing Address if Different from Location

Business Telephone 402-721-2121 Home Telephone 402-727-6503

Appropriate Licensure

Location of Service Provision if different than above

**Par. 1** This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and City Cab, a service provider, governs the provision of the following service(s) checked below as defined in the **Nebraska Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 404, 465, 471, 473, 474 and 480**. Appropriate checklist(s) marked "Provider Addendum (name of service)" and other appropriate additions to the agreement marked "Attachment (A, B or C)" for contracted service is/are attached and by this reference are made part of this agreement as if included in the contract word for word and the provider agrees to abide by all regulations as outlined in the attachment(s).

**Par. 2** Agreement Effective Date from June 1, 2009 through May 31, 2010

- Par. 3** Service(s) to be provided. (See corresponding service addendum.) DD = Developmental Disabilities
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adult Day Care                    | <input type="checkbox"/> Family Support        | <input type="checkbox"/> Independence Skills Man.     |
| <input type="checkbox"/> Adult Day Health                  | <input type="checkbox"/> Habilitative Day Care | <input type="checkbox"/> Nutrition Service            |
| <input type="checkbox"/> Assisted Living                   | <input type="checkbox"/> Homemaker             | <input type="checkbox"/> PERS                         |
| <input type="checkbox"/> Assisted Technology-DD            | <input type="checkbox"/> Homemaker DD          | <input type="checkbox"/> PERS-DD                      |
| <input type="checkbox"/> Child Care                        | <input type="checkbox"/> Home Care/Chore       | <input type="checkbox"/> Personal Assistance-Medicaid |
| <input type="checkbox"/> Community Living & Day Support-DD | <input type="checkbox"/> Home Delivered Meals  | <input type="checkbox"/> Respite Care                 |
| <input type="checkbox"/> Congregate Meals                  | <input type="checkbox"/> Home Modification-DD  | <input checked="" type="checkbox"/> Transportation    |
|  |  | <input type="checkbox"/> Vehicle modifications-DD     |

**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. Staff will determine eligibility for services and authorize appropriate services for the individuals.  
2. Staff will notify provider if the service(s) being provided for a specific client is to be terminated or changed before the end of the authorization period.  
3. The Department will honor claims and make payments for services that were authorized and provided in accordance with the Department's policies and standards.

**Par. 3** This Agreement may be terminated by either party at any time by giving at least thirty days advance written notice to the other party to allow for arrangement of alternate service provision for clients. The notice requirement may be waived in case of emergencies such as illness, death, injury, or fire. Only such payments as have already accrued for services rendered prior to the effective date of termination shall be made to the provider upon such voluntary termination.

**Par. 4** Subcontracting by an individual provider is not allowed under this Agreement.

**Par. 5** Service(s) will be provided using the following unit rate(s) within the maximum number of units authorized by the service area staff on a case-by-case basis.



Service Code	Service	Maximum Rate	Units
2979	medical	\$100 max	one way trip
7787	non-medical	\$50 max	one way trip

Attach documentation of basic or specialized status of medicaid Personal Assistant

**Par. 6** The above terms of this Agreement, Paragraphs 1 through 5 may be renegotiated upon agreement of both parties. The party requesting a change in the above terms must notify the other party at least sixty (60) days before the date the proposed change is to be implemented, except for rate changes due to minimum wage changes, rates regulated by governmental agencies, or other changes required by law.

**Section IV:**

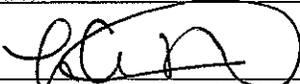
**General Provider Standards**

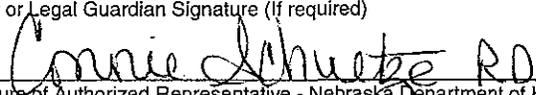
By signing this agreement, the service provider agrees to:

1. Follow all applicable Department policies and procedures (Nebraska Administrative Code Titles 404, 465, 471, 473, 474, and 480).
2. Bill only for services which are authorized and actually provided.
3. Submit billing documents after service is provided and within 90 days.
4. Accept payment as payment in full (payment from the Department plus the client's obligation) and assure that the rate negotiated or charged does not exceed the amount charged to private payers.
5. Not provide services if s/he is the legally responsible relative (i.e., spouse of client or parent of minor child who is a client).
6. Not discriminate against any employee, applicant for employment, or program participant or applicant because of race, age, color, religion, sex, handicap, or national origin, in accordance with 45 CFR Parts 80, 84, 90; and 41 CFR Part 60.
7. Retain financial and statistical records for six years from date of service provision to support and document all claims.
8. 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; and 42 CFR 431.107. Inspections, reviews, and audits may be conducted on site.
9. Keep current any state or local license/certification required for service provision.
10. 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.
11. 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 (42 CFR 455.18).
12. Respect every client's right to confidentiality and safeguard confidential information.
13. Understand and accept responsibility for the client's safety and property.
14. Not transfer this agreement to any other entity or person.
15. Operate a drug free workplace.
16. Not use any federal funds received to influence agency or congressional staff.
17. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for whom s/he provides services. This may include a substantiated listing as a perpetrator on the child and/or adult central registries of abuse and neglect, and/or the sex offender registries.
18. Allow Central Registry checks on himself/herself, family member if appropriate, or if an agency, agree to allow the Department staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.
19. Have the knowledge, experience, and/or skills necessary to perform the task(s).
20. Report changes to appropriate Department staff (eg., no longer able/willing to provide service, changes in client function).
21. Agree and assure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.

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:**


5/26/09  
 Provider/Agency Representative Date

Parent or Legal Guardian Signature (If required) Date  

5-27-09  
 Signature of Authorized Representative - Nebraska Department of Health and Human Services Date

**Request for Taxpayer  
Identification Number and Certification**

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

**Name (as shown on your income tax return)**  
Fremont Cab Service LLC

**Business name, if different from above**  
City Cab

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

**Address (number, street, and apt. or suite no.)**  
2437 Parkview Dr.

**City, state, and ZIP code**  
Fremont Ne 68025

**List account number(s) here (optional)**

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

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

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

**Social security number**

or

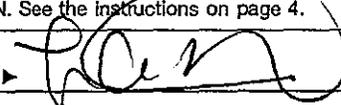
**Employer identification number**  
20-8694642

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶  Date ▶ 5/26/09

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

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

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

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the ) APPLICATION NO. TR-173  
 Prescription of Reasonable )  
 Rates and Charges for Motor ) GRANTED AS MODIFIED  
 Carriers Passengers and ) ON AN EMERGENCY BASIS  
 Property for Hire Subject to )  
 The provision of Neb. Rev. Stat.)  
 (Reissue 2004), Chapter 75, )  
 Articles 1 and 3. ) ENTERED: JUNE 30, 2009

BY THE COMMISSION:

OPINION AND FINDINGS

On June 26, 2009, Fremont Cab Services, L.L.C., Fremont, Nebraska, filed an application for authority to amend its rates for its operations as follows:

Description	Current Rate	Proposed
Initial fare	\$2.25	\$2.75
Mileage Charge	\$0.25/8 <sup>th</sup>	\$0.25/10 <sup>th</sup>
Waiting Time	\$0.25/min	\$0.50/min
Additional passenger charge (per passenger over 16 years of age)	n/a	\$1.00
Refusal of Service charge	n/a	\$2.75

Fuel Surcharge:  
(current)

\$2.80-2.89	\$0.60
\$2.90-2.99	\$0.65
\$3.00-3.09	\$0.70
\$3.10-3.19	\$0.75

Fuel Surcharge (Proposed):

\$1.50-2.00	\$0.75
\$2.01-2.50	\$1.00
\$2.51-3.00	\$1.25
\$3.01-3.50	\$1.50
\$3.51-4.00	\$1.75
\$4.01 and over	\$2.00

Emergency action is requested.

Applicant is a certificated common carrier which holds Certificate B-1704. The certificate authorizes the

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transportation of passengers and their baggage by taxicab within Fremont and points in the immediate area. Health and Human Services designation: Yes.

In support of the application, Lee Pospisil of Fremont Cab Services states that costs have increased to the point where a change in the rate structure of the company is necessary. The major change that the applicant has incurred is a switch from independent contractors to employees as drivers. The applicant has been advised that such a change is a business necessity. The increase in expenses of is around \$15,000 per year.

The applicant is also experiencing other cost increases. Insurance costs for the fleet have increased as well as rent increasing \$1,200 per year. The applicant has also added additional business insurance to protect the business operations.

The applicant is also making changes to its fleet. It has replaced the three cars that it originally purchased, and has improved the fleet with the addition of a Toyota Prius as well as increasing the fleet by one unit. The improvements are with the goal of providing better service to the community while reducing maintenance costs with the newer vehicles.

The Applicant took over operations of the cab company in Fremont in October of 2007. In February of 2008, the Commission granted a fuel surcharge. The last rate increase for the Fremont cab company was granted in June of 2005.

The Applicant has requested that the initial charge be increased twenty-two percent, that the mileage be increased twenty-five percent, and that it be allowed to charge \$1.00 for additional passengers over the age of sixteen, increase its waiting time from \$0.25 to \$0.50 per minute, and to establish a refusal of service charge of \$2.75 when a passenger refuses service after it is ordered. The applicant has also requested that its fuel surcharge be changed to be in line with other fuel surcharges charged by other taxi companies.

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The applicant and Commission staff held a meeting where the application was discussed. At that meeting it was agreed that the proposal in regards to the initial charge and the mileage increase was too extensive to be granted on an emergency basis. The applicant agreed to a modification where the initial charge would be proposed to increase from \$2.25 to \$2.50 or an eleven percent increase. The increase in the mileage charge would be proposed to increase twelve percent from \$0.25 per one-eighth mile to \$0.25 per one-ninth mile. The Commission would be requested to approve the additional passenger charge, waiting time charge and the refusal charge as proposed.

After analyzing the application as modified, the Commission finds that the modifications are sufficient that the initial charge and the mileage charge are such that they can be approved on an emergency basis. With the increase in costs that the applicant is experiencing and the length of time since the last increase in rates for this service areas (2005, other than the fuel surcharge granted in February of 2008), the Commission finds that an emergency does exist such that the modified application regarding the initial charge and the mileage charge can and should be approved.

The Commission is aware of other similar companies charging waiting time and refusal charges that are similar to those sought by the applicant in this application. The Commission finds that these charges should be approved on an emergency basis as well:

The Commission also finds, however, that the change in the fuel surcharge is not warranted at this time. If the surcharge were increased to that sought by the applicant, coupled with the other increases granted on an emergency basis in this order, the percentage increase in a trip of five miles would change from eleven percent to over sixteen percent. This increase is not such that the Commission can or will approve on an emergency basis. The Commission therefore finds that the fuel surcharge should remain as currently established.

The applicant is encouraged to submit more timely requests for rate adjustments in the future. These applications filed on a more timely basis result in smaller

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increases for the general public as well as a better matching of costs and revenues for the applicant.

Upon consideration of the application and being fully advised in the premises, the Commission is of the opinion and finds that the application should be granted as modified starting July 3, 2009.

ORDER

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that effective July 3, 2009, Fremont Cab Services, L.L.C., Fremont, Nebraska, be, and it is hereby, authorized to amend its rates for its use in Certificate No. B-1702 as follows:

<u>Description</u>	<u>Rate</u>
Initial fare	\$2.50
Mileage Charge	\$0.25/9 <sup>th</sup>
Waiting Time	\$0.50/min
Additional passenger charge (per passenger over 16 years of age)	\$1.00
Refusal of Service charge	\$2.75

Fuel Surcharge:

\$2.80-2.89	\$0.60
\$2.90-2.99	\$0.65
\$3.00-3.09	\$0.70
\$3.10-3.19	\$0.75

The surcharge would increase at a rate of \$0.05 for every \$0.10 increase in fuel costs.

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that the fuel surcharge be paid to the individual or individuals paying for the fuel.

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that notice of this amendment to their rates be conspicuously displayed within each taxicab.

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that public notice of this action be published

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in the Daily Record, Omaha, Nebraska, pursuant to statute and Commission Rules.

MADE AND ENTERED at Lincoln, Nebraska this 30th day of June, 2009.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

*Donald A. Day*

*John Johnson*

*Arne C. Daege*

*Tim Schram*

*Frank Landis*  
Chairman

ATTEST:

*John Bennett*  
Deputy Director

//s//Frank E. Landis