



# SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services

Agreement Number  
NE HEALTH &  
HUMAN SERVICES

**Section I:** AUG 25 2009

Check Appropriate Box and Write Provider Number  
 Agency FID 47-0163651       Individual Provider Social Security Number  
Name FID issued to \_\_\_\_\_ MCCOOK OFFICE

**Section II:**

Provider Name (First) (Middle) (Last) Birthdate  
Midwest Special Services, Inc.

Provider Street Address City State Zip

Mailing Address if Different from Location  
P.O. Box 82 Curtis, NE 69025

Business Telephone Home Telephone  
308-367-4338 or 1-800-260-9596

Appropriate Licensure  
Certified Transportation Provider

Location of Service Provision if different than above  
Statewide

**Par. 1** This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and Midwest Special Services 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 9-1-09 through 8-31-2010

- 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
2979-7787	Transportation Commercial Local/Medical Local	\$19.47 (0-10 miles)-\$6.60 In Town Stop	OWT
4330-6772	Transportation Commercial Distance/Medical Distance	\$1.32	Mile
1965	CFS & EF Transportation Commercial Distance	\$19.47 (0-10 miles)-\$6.60 In Town Stop	OWT
1965	CFS & EF Transportation Commercial Distance	\$1.32 (over 10 miles)	Mile
3773	Transportation Family Visitation	\$19.47 (0-10 miles)-\$6.60 In Town Stop	OWT
3773	Transportation Family Visitation	\$1.32 (over 10 miles)	Mile
9621	Grocery - Meal Purchase	\$6.00 (client only)	Occurrence
9989	Medical Escort	\$1.32 per mile - \$10.41 per hour	
5581	Escort (Midwest Staff)	\$1.32 per mile - \$10.41 per hour	

\*Passenger Escort/Attendant rides free when accompanying client of not provided by Midwest Staff

\*See attached addendum for additional negotiated fees

**Section IV:**

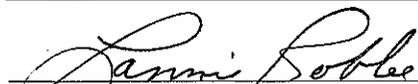
**General Provider Standards**

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. Provide 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.

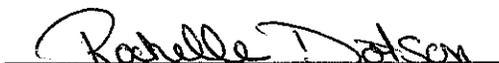
**Section V:**

  
 Provider/Agency Representative

8-21-09  
 Date

Parent or Legal Guardian Signature (If required)

Date

  
 Signature of Authorized Representative - Nebraska Department of Health and Human Services

8-25-09  
 Date



N-FOCUS Provider Number  
56439210

# Transportation Service Provider Rate Agreement Addendum

Nebraska Department of Health and Human Services

Par. 1 Agreement Effective Date from **September 1, 2009 to August 31, 2010**

Par. 2 **N-FOCUS SERVICE CODES:**

- 1965 - Trans Commercial Unit Rate: \$19.47 per one way trip (0-10 mi) or \$1.32 per mile  
\$6.60 per in town stop
- 7787 - Trans Commercial Local Unit Rate: \$19.47 per one way trip (0-10 mi)  
\$6.60 per in town stop
- 6772 - Trans Commercial Distance Unit Rate: \$1.32 per mile
- 2979 - Trans Commercial Local Medical Unit Rate: \$19.47 per one way trip (0-10 mi)  
\$6.60 per in town stop
- 4330 - Trans Commercial Distance Medical Unit Rate: \$1.32 per mile
- 3773 - Trans Family Visitation Unit Rate: \$1.32 per mile (over 10 miles)
- 5581 - Escort Unit Rate: \$1.32 per mile - \$10.41 per hour
- 9989 - Escort Medical Unit Rate: \$1.32 per mile - \$10.41 per hour

**Other stipulations of services/rates (These must be specified in the prior-authorization for payment of claim):**

**Multiple Passengers From Same Pick-up and Same Drop-off Rate:** First passenger Local In-Town or Distance Rate. Each additional passenger over 3 miles = \$6.59

**Escort Rate:** \$10.00 per hour only if provided by Midwest Special Services (Only if authorized by DHHS or its representative.

**Passenger's escort/attendant rides at no charge.** \*See above for Escort Provided by Midwest Special Services

**Meals:** \$6.00 maximum per occurrence Child Welfare Program (CFS) (Client Only)

**Secure Transport:** Multiple passengers are same rate for each person. Use mileage rate of \$1.32

**Emergency After Hours Rate:** Any one-way or round trip **arranged and provided** when DHHS offices are closed. Rate is mileage rate for distance or local, plus \$10.20 per hour **while transporting**. If trip is arranged and provided during DHHS hours then this does not apply.

**No Wait Time Paid – No Dead Miles (Empty Miles) Paid – Payment is only made when client is in vehicle.**

*Lennie Roblee* \_\_\_\_\_ *Lennie Roblee* \_\_\_\_\_ *8-21-09* \_\_\_\_\_  
 Provider Representative Printed Name Date

*Rochelle Johnson* \_\_\_\_\_ \_\_\_\_\_ *8-25-09* \_\_\_\_\_  
 Signature of Authorized Representative – Nebraska Department of Health and Human Services Date

NE HEALTH & HUMAN SERVICES

AUG 25 2009

MCCOOK OFFICE