



SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services

Agreement Number

Section I

Check Appropriate Box and Write Provider Number
 Agency FID 47-076351
 Agency Medicaid Provider Number
 Individual Provider Social Security Number

Name FID issued to

Section II

Provider Name (First) (Middle) (Last) Birthdate
Midwest Special Services Incorporated

Provider Street Address City State Zip

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

Business Telephone 308 367-4338 Home Telephone

Appropriate Licensure
Public Service Commission B-1351

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 Incorporated, 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, 466, 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 September 1, 2010 through June 30, 2011

- 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 Again | <input type="checkbox"/> Personal Assistance-Medicaid |
| <input type="checkbox"/> Community Living & Day Support-DD | <input type="checkbox"/> Home Care/Chore | <input type="checkbox"/> Respite Care |
| <input type="checkbox"/> Congregate Meals | <input type="checkbox"/> Home Delivered Meals | <input checked="" type="checkbox"/> Transportation |
| | <input type="checkbox"/> Home Modification-DD | <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
5584, 6772, 3773, 9989,			
7787, 5641, 4330, 1985,			
2979.			

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 and the U.S. Department of Health & Human Services Office of Inspector General's list Of Excluded Individuals/Entities.
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:

[Signature]
 Provider/Agency Representative

8-31-10
 Date

Parent or Legal Guardian Signature (if required)

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

Date
 8-25-10
 Date

MIDWEST SPECIAL SERVICES N-FOCUS TRANSPORTATION: CODES AND RATES
Effective 09/01/2010

1965	Transportation Commercial		
	Local ambulatory	per one way trip	\$19.69
	Distance ambulatory	per mile	\$1.32
	<u>Add ons:</u> Additional passengers*	per one way trip	\$6.59
	Stops during transport*	per one way trip	\$6.59
	After hours	per one way trip	\$18.00
	Emergency after hours	per hour	\$10.00
3773	Transportation Family Visitation		
	Local ambulatory	per one way trip	\$19.69
	Distance ambulatory	per mile	\$1.32
	<u>Add ons:</u> Additional passengers*	per one way trip	\$6.59
	Stops during transport*	per one way trip	\$6.59
	After hours	per one way trip	\$18.00
	Emergency after hours	per hour	\$10.00
	Trip on defined holiday	per one way trip	\$18.00
7787	Transportation Commercial Local		
	Local ambulatory	per one way trip	\$19.69
	<u>Add ons:</u> Additional passengers*	per one way trip	\$6.59
	Stops during transport*	per one way trip	\$6.59
	After hours	per one way trip	\$18.00
	Emergency after hours	per hour	\$10.00
	Trip on defined holiday	per one way trip	\$18.00
2979	Transportation Commercial Local Medical		
	Local ambulatory	per one way trip	\$19.69
	<u>Add ons:</u> Additional passengers*	per one way trip	\$6.59
	Stops during transport*	per one way trip	\$6.59
	Emergency after hours	per one way trip	\$18.00
	Emergency after hours	per hour	\$10.00
	Trip on defined holiday	per one way trip	\$18.00
6772	Transportation Commercial Distance		
	Distance ambulatory	per mile	\$1.32
	<u>Add ons:</u> Additional passengers	per one way trip	\$6.59
	After hours	per one way trip	\$18.00
	Emergency after hours	per hour	\$10.00
	Trip on defined holiday	per one way trip	\$18.00
4330	Transportation Commercial Distance Medical		
	Distance ambulatory	per mile	\$1.32
	<u>Add ons:</u> Additional passengers*	per one way trip	\$6.59
	After hours	per one way trip	\$18.00
	Emergency after hours	per hour	\$10.00
	Trip on defined holiday	per one way trip	\$18.00
5581	Escort - provided by Midwest Special Services		
	Secure Escort	per hour; and	\$10.41
	Non Secure Escort	per hour; and	\$10.41
	Local	per one way trip; or	\$19.69
	Distance	per mile	\$1.32
	<u>Add ons:</u> After hours	per one way trip	\$18.00
	Emergency after hours	per hour	\$10.00
	Trip on defined holiday	per one way trip	\$18.00
9989	Escort Medical - provided by Midwest Special Servies		
	Secure Escort	per hour; and	\$10.41
	Non Secure Escort	per hour; and	\$10.41
	Local	per one way trip; or	\$19.69
	Distance	per mile	\$1.32
	Local	per one way trip; or	\$19.69
	Distance	per mile	\$1.32

MIDWEST SPECIAL SERVICES N-FOCUS TRANSPORTATION: CODES AND RATES
Effective 09/01/2010

	Add ons:	After hours	per one way trip	\$18.00
		Emergency after hours	per hour	\$10.00
		Trip on defined holiday	per one way trip	\$18.00
5641		Transportation Child Care		
		Local ambulatory	per one way trip	\$19.69
	Add ons:	Additional passengers*	per one way trip	\$6.59
		Stops during transport*	per one way trip	\$6.59
		Trip on defined holiday	per one way trip	\$18.00
<p>*The rate per additional passenger is \$6.59. The rate per stop is \$6.59. If the stop is to pick-up or drop-off an additional passenger only one rate of \$6.59 may be charged.</p>				
<p>Add on charges may only be billed to the Department with prior approval in the primary passenger's DHHS service authorization.</p>				
<p>Local transportation is defined as a trip within a 10 mile radius of the client origination site.</p>				
<p>Distance transportation means a trip destination outside a city or village corporate limits or within a second city or village's corporate limits.</p>				
<p>After hours transportation is any trip with the client in the car that begins before 6:00AM or ends after 10:00PM.</p>				
<p>An emergency after hour rate may be charged for a trip arranged and provided between the hours of 5:00PM - 8:00AM and only while transporting the client.</p>				
<p>For all passengers requiring secure transport, each may be charged for the transportation and secure escort service.</p>				
<p>**Holidays for the purposes of this agreement are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p>				
<p>Meals can be paid in accordance with Child Welfare Program rates for individuals approved with an active Children and Family Services Case.</p>				