



SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services

Agreement Number

Section I:

Check Appropriate Box and Write Provider Number

Agency FID 911827288

Agency Medicaid Provider Number

Individual Provider Social Security Number

Name FID issued to R&F Hobbies

Section II:

Provider Name (First)	(Middle)	(Last)	Birthdate
R&F Hobbies DBA Prince of the Road (POTR)			

Provider Street Address	City	State	Zip
212 East Genoa St, Ravenna, NE 68896-0124			

Mailing Address if Different from Location
PO Box 124, Ravenna, NE 68896-0124

Business Telephone	Home Telephone
888-452-3194 FAX 308-452-3867	308-298-7465

Appropriate Licensure
PSC B1444

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 R&F Hobbies/POTR, 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 _____ through _____

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 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
5584 and 6672 and 3773			
9989 and 7787			
5641 and 4330			
1965 and 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:

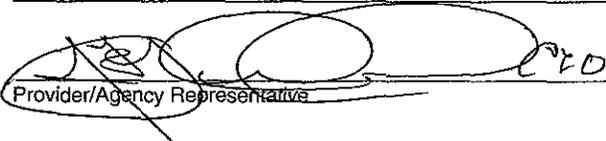
General Provider Standards

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.
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.

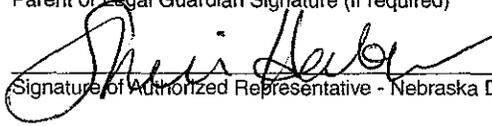
I certify that I have read and understand the standards as stated and referenced above and agree to comply with all the terms of this Agreement.

Section V:


 Provider/Agency Representative

7/1/09
 Date

Parent or Legal Guardian Signature (If required)


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

7/1/09
 Date

SERVICE PROVIDER AGREEMENT ATTACHMENT
RATE AGREEMENT

July 1, 2009 through June 30, 2009

Rural Distance Rate:

- 1.32 per mile while client is in the vehicle.
- Additional passenger (with same pick-up & drop off address) is \$6.05 per one way trip with prior-authorization.
- Passenger's escort rides at no charge.
- A rate of \$12.06 per one way trip may be charged in addition to the \$19.69 one way trip rate if a Wheelchair Accessible Van is prior-authorized.

Escort/2nd Driver provided by POTR:

Must be prior-authorized by DHHS or representative of DHHS. A rate of \$.35 per mile while client is in vehicle may be charged in addition to the rural distance rate.

In Town/Metro Area:

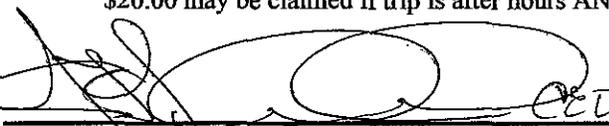
- \$19.69 per one way trip.
- Metro area includes Bellevue, LaVista, Millard, Ralston and Papillion.
- Additional passenger (with same pick-up & drop off address) is \$6.05 per one way trip with prior-authorization.
- Passenger's escort rides at no charge.
- A rate of \$31.75 per one way trip may be charged for a prior-authorized Wheelchair Accessible Van.
- A rate of \$5.80 may be charged for pharmacy stops during a medical trip in addition to the \$19.69 one way trip rate with prior-authorization.
- A rate of \$5.80 may be charged for non-medical stops (one maximum per client, per month) in addition to the \$19.69 one way trip rate with prior-authorization.

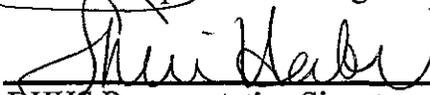
Escort/2nd Driver provided by POTR:

Must be prior-authorized by DHHS or representative of DHHS. A rate of \$9.52 per one way trip may be charged.

Other Charges:

- Meals: Paid in accordance to Child Welfare Program (CWP) rate reimbursement
- After Hours & Defined Holidays: A rate of \$20.00 may be charged if a trip originates between the hours of 10:00 p.m. and 6:00 a.m. Defined Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. *Only one charge of \$20.00 may be claimed if trip is after hours AND on a defined Holiday.


 Provider Representative Signature _____ Date 7/1/09


 DHHS Representative Signature _____ Date 7/1/09