

# SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services



## Section I

Check Appropriate Box and Write Provider Number

Agency FID **263224416**  Individual Provider Social Security Number \_\_\_\_\_

Name FID Issued To: **PAPIO TRANSPORT SERVICE INC.**

## Section II

Provider Name: (First) \_\_\_\_\_ (Middle) \_\_\_\_\_ (Last) \_\_\_\_\_ Birthdate: \_\_\_\_\_

**PAPIO TRANSPORT SERVICE INC**

Provider Street Address, City, State & Zip: **6123 Holmes Omaha, NE 68117**

Mailing Address if Different from Location: \_\_\_\_\_

Business Telephone: **402-933-6343** Home Telephone: \_\_\_\_\_

Appropriate Licensure: **PSC**

Location of Service Provision if Different than Above: **Designated locations authorized by casemanagers**

**Par. 1** This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and **PAPIO TRANSPORT SERVICE INC.**, a service provider, governs the provision of the following service(s) checked below as defined in the 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 9A, 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 **5/13/09** through **4/30/10**

- 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:
- Staff will determine eligibility for services and authorize appropriate services for the individuals.
  - 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.
  - 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
7787	Transportation Commercial Local	\$15.78	One Way Trip
2979	Transportation Commercial Local Medical	\$15.78	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

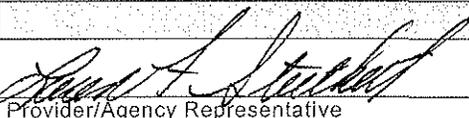
##### General Provider Standards

By signing this Agreement, the service provider agrees to:

1. Follow all applicable Nebraska Department of Health and Human Services' 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 DHHS 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 Department of Health and Human Services' 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 (e.g., 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

5-13-2009  
 Date

Parent or Legal Guardian Signature (if required)

Date

*Jean Brunk*

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

5-13-09

Date

# Nebraska Health and Human Services System Medicaid Home and Community-Based Services Waiver WAIVER PROVIDER ADDENDUM



## SECTION 1 PROVIDER IDENTIFICATION

Provider Name PAPIO TRANSPORT Social Security or FID Number \_\_\_\_\_

## SECTION 2 SERVICE STANDARDS

### CHILD CARE FOR CHILDREN WITH DISABILITIES

- 1. The worker has explained 480 NAC 5-005.D to me \_\_\_\_\_
- 2. I have completed Form DSS-0351, "Approved Day Care Home Self-Certification Checklist", or \_\_\_\_\_
- 3. I have completed Form DSS-0350, "In-Home Day Care Self-Certification Checklist" \_\_\_\_\_
- 4. I have one Form DSS-0363, "Child's Record for Day Care", for each child in my care \_\_\_\_\_

### TRANSPORTATION

- 1. The worker has explained 480 NAC 5-005.L to me \_\_\_\_\_
- 2. I have completed Form DSS-1858, "Nebraska Public Services Commission - Nebraska Department of Social Services - Transportation Provider Self-Certification" \_\_\_\_\_

## SECTION 3 AGREEMENT AND SIGNATURES

I understand by signing this "Waiver Provider Addendum" that I and my employees agree to meet all waiver provider standards while providing waiver services. I understand waiver services may differ in components from Social Services Block Grant services and if I provide services under both payment sources, I will meet the standards for both programs.

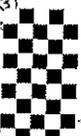
I agree to allow Central Registry and law enforcement checks on myself, or if an agency, I agree to allow Health and Human Services staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.

SIGN HERE *Sam F. Stuchlik* \_\_\_\_\_ X 8-6-2009  
 Provider/Agency Date

I have explained the above standards to this provider and she/he or the agency meets all the standards to provide the above-designated services.

SIGN HERE *Jeanie Burkman* \_\_\_\_\_ \_\_\_\_\_  
 Nebraska Health and Human Services Representative Date

Distribution: WHITE - Local Office: YELLOW - Provider





Division of Medicaid and Long-Term Care

State of Nebraska  
Dave Heineman, Governor

### SERVICE PROVIDER AGREEMENT ATTACHMENT RATE AGREEMENT

### Papio Transport Services

Effective Dates: July 20, 2009 through April 12, 2010

**Local transportation within Douglas & Sarpy Counties:**

- \$16.01 per one way trip.
- \$5.95 per additional passengers prior authorized with the same origination and destination points. This excludes persons identified on the prior-authorization as a required Escort/Attendant to the client.

**Distance transportation for out-of-state transports with an origination or destination within Douglas & Sarpy Counties:**

- \$1.32 per mile while client is present in the vehicle during interstate transports.

**Other Charges:**

- After Hours: A rate of \$10.00 may be charged if the trip originates between the hours of 08:00 p.m. and 6:00 a.m.

*Sam L. Stuebel* COO 7-20-09  
 Provider Representative Signature Date

*Chill (Courtney Miller)* 7-20-09  
 DHHS Representative Signature Date

*Helping People Live Better Lives*  
 An Equal Opportunity/Affirmative Action Employer  
 printed with soy ink on recycled paper

In the Matter of the ) APPLICATION NO. BR-352  
 Prescription of Reasonable )  
 Rates and Charges for Motor ) GRANTED IN PART, DENIED  
 Carriers Passengers and ) IN PART ON AN EMERGENCY  
 Property for Hire subject to ) BASIS  
 the Provisions of Neb. Rev. )  
 Stat. (Reissue 2003), Chapter ) ENTERED: JULY 14, 2009  
 75, Articles 1 and 3.

BY THE COMMISSION:

OPININON AND FINDINGS

On July 3, 2009, Papio Transport Service, Inc., Papillion, Nebraska, filed an application for authority to amend rates for its use in its operations as follows:

Description	Proposed Rates
Regular Rate	\$16.50 one way
After Hour Rate	\$36.50 one way

(Normal business hours are 6:00 a.m. until 8:00 p.m. Central Time Monday through Saturday. After hour rate applies to all pick-ups before or after normal business hours-+After hour rate applies to trips outside of normal business hours.)

Holiday Charge: \$10.00 one way

(Holiday charge is in addition to all other charges on the following holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.)

Additional Charges: If the primary passenger needs a medical escort, or needs to have additional family members accompany them, including foster parents or children, the charge is \$5.95 per additional passenger.

Interstate Rate \$1.32/loaded mile

Emergency action is requested.

Applicant is a certificated common carrier which holds Certificate Number B-1733. The certificate authorizes the

transportation of passengers in open class service over irregular routes between points in Douglas and Sarpy counties and between points in said counties. HHS Designation: Yes. Transportation of Railroad Train Crews: No

The Applicant received authority to operate from the Commission under Certificate Number B-1733 on April 21, 2009. The Applicant is amending its rates for use in this certificate.

In BR-351, the Commission on an emergency basis a tariff for Papio that included a regular rate charge, an after hour rate charge, but denied a holiday charge and additional charges. There was no mileage requested in BR-351. In this application is again requesting that the Commission approve a holiday charge and an additional passenger charge as well as the interstate mileage charge.

The Commission requested that the applicant submit further evidence regarding the necessity of the holiday charge and the additional charges. In this application, the applicant states that its initial business plan was based upon receipt of around \$20 per trip from the Department of Health and Human Services. HHS has contracted with the applicant for an amount just under \$16 per trip, thus necessitating the additional charge of \$5.95 per person, excluding medical escorts, according the applicant. No additional information was presented regarding the holiday charge.

The Commission finds that the additional evidence submitted regarding the additional charge per passenger is sufficient to grant that portion of the application. The applicant did not sufficiently address the holiday rate issue, so that portion of the application should be denied until further evidence is presented.

The mileage charge as requested is necessary, according to the applicant, in order for the Nebraska Department of Health and Human Services to authorize payment for out-of-state transports performed by the applicant. The Commission finds that the rate as submitted is reasonable, and approves it for the use by the applicant for the stated use.

The Commission finds that the application should be granted in part and denied in part. The proposed rate for additional passengers being transported from the same location to the same destination, excluding medical escorts should be granted on an emergency basis, as well as the mileage charge requested for trips that are interstate in nature. However, the Commission finds that the Holiday Charges should not be ruled upon until after the receipt of more information from the Applicant regarding this charge.

In applications such as these, the Commission must find that an emergency situation exists. Such a situation exists in this application as the Applicant initially requested the additional passenger charge and has now supplied sufficient evidence as to its necessity, and that the applicant would not receive compensation for interstate trips from HHS until the said rate is approved.

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 in part and denied in part on an emergency basis effective July 17, 2009.

**ORDER**

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that effective July 17, 2009, Papio Transport Service, Inc., Papillion, Nebraska, be, and it is hereby, authorized to amend rates for its use as follows:

Description	Rates
Regular Rate	\$16.50 one way
After Hour Rate	\$36.50 one way
Additional Passengers:	\$5.95 one way
-More than one person transported from the same origination point to the same destination, excluding medical escorts	
Interstate Mileage Rate	\$1.32/loaded mile

(Normal business hours are 6:00 a.m. until 8:00 p.m. Central Time Monday through Saturday. After hour rate applies to all pick-ups before or after normal business hours- After hour rate applies to trips outside of normal business hours.)

The Commission orders that additional information shall be submitted to the Commission for further consideration regarding the Holiday Charges.

IT IS FURTHER ORDERED by the Nebraska Public Service Commission that public notice of this action be published in the Daily Record, Omaha, Nebraska, pursuant to the provisions of Section 75-121. R.R.S. 2008, and the Commissions Rules.

MADE AND ENTERED at Lincoln, Nebraska, this 14th day of July, 2009.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Chairman

ATTEST:

Executive Director

**W-9**  
Form  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

**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)  
**PAPIO TRANSPORT SERVICE INC.**

Business name, if different from above

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.)  
**910 ELMHURST**

City, state, and ZIP code  
**PAPILLION, NE 68046**

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.

Social security number	
or	
Employer identification number	
26	3224416

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

**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

*[Handwritten Signature]*

Date ▶

*5-6-2009*

**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,