



SERVICE PROVIDER AGREEMENT

Nebraska Department of Health and Human Services

FID#
 Agreement Number
39236419

Check Appropriate Box and Write Provider Number

Agency FID 911778401

Agency Medicaid Provider Number

Individual Provider Social Security Number

Name FID issued to Yellow Cab & Limo, Inc.

Provider Name (First) (Middle) (Last) Birthdate
 Yellow Cab & Limo

Provider Street Address City State Zip
 22959 So. 1st Rd, Beatrice, NE 68310

Mailing Address if Different from Location
 POB 7, Beatrice, NE 68310

Business Telephone Home Telephone
 402-808-2700

Appropriate Licensure
 Certified with Public Service Commission

Location of Service Provision if different than above
 Gage, Thayer, Jefferson, Saline, Johnson, Pawnee, & Richardson counties

Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and Yellow Cab & Limo, Inc. 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, 485, 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 01-01-2010 through 12-31-2010

- 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 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 |

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
6772 & 4330	Transp Comm Dist & Medical	\$1.32	MI
1965	Transportation Commercial	\$1.32	MI
7787	Transp Commercial Local	\$5.00 or \$3.00 ⁵ 6.65	OW
2979	Transp Comm Local Medical	\$5.00 or \$3.00 ⁵ 6.65	OW

6700111
J. Adels

Attach documentation of basic or specialized status of medical 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.

General Provider Standards

By signing this agreement, the service provider agrees to:

- Follow all applicable Department policies and procedures (Nebraska Administrative Code Titles 404, 465, 471, 473, 474, and 480).
- Bill only for services which are authorized and actually provided.
- Submit billing documents after service is provided and within 90 days.
- 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.
- 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).
- 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.
- Retain financial and statistical records for six years from date of service provision to support and document all claims.
- 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.
- Keep current any state or local license/certification required for service provision.
- 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.
- 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).
- Respect every client's right to confidentiality and safeguard confidential information.
- Understand and accept responsibility for the client's safety and property.
- Not transfer this agreement to any other entity or person.
- Operate a drug free workplace.
- Not use any federal funds received to influence agency or congressional staff.
- 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.
- 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.
- Have the knowledge, experience, and/or skills necessary to perform the task(s).
- Report changes to appropriate Department staff (eg., no longer able/willing to provide service, changes in client function).
- 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.

6700111
Provider/Agency Representative _____ Date 12/3/09

Parent or Legal Guardian Signature (if required) _____ Date _____
J. Adels
Signature of Authorized Representative - Nebraska Department of Health and Human Services _____ Date 12-3-09

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the)	APPLICATION NO. TR-120
Prescription of Reasonable)	
Rates and Charges for Motor)	GRANTED
Carriers Passengers and)	
Property for Hire Subject to)	
the provisions of Neb. Rev. Stat.)	ENTERED: NOVEMBER 21, 2000
(Reissue 1996), Chapter 75,)	
Articles 1 and 3.)	

BY THE COMMISSION:

OPINION AND FINDINGS

On October 3, 2000, Yellow Cab & Limo, Inc., Beatrice, Nebraska filed an application for authority to amend its taxi rates in Beatrice, Crete, and Fairbury as follows:

Description	Proposed Rate
I. Within the city limits of Beatrice, Crete, and Fairbury	
A. First mile	\$3.50
B. Each additional mile	2.00
C. Minimum Charge	7.00
II. Outside the city limits of Beatrice, Crete, and Fairbury	
A. Rate per mile	\$1.40
III. Waiting Time	\$10/hour
IV. Handicapped loading/unloading	\$20/trip

Notice of the application was published in The Daily Record, Omaha, Nebraska, on October 12, 2000, pursuant to the Commission's rules. The application is unopposed.

Applicant is a certificated common carrier which holds Certificate B-1434. The certificate authorizes the transportation of passengers in taxicabs within Beatrice and vicinity. Supplements 1 and 2, to its authority, authorizes the transportation of passengers and their baggage by taxicab between points in Jefferson, Gage, Saline, Thayer, Johnson, Pawnee and Richardson counties on the one hand, and, on the other hand, points in Nebraska over irregular routes.

According to the Applicant, its operating costs such as vehicle depreciation, advertising, insurance, phone, garage rent, upkeep, driver expense, licenses, fuel expenses, and other general business expenses continue to rise. The proposed rates, if approved, will

SECRETARY'S RECORD, NEBRASKA PUBLIC SERVICE COMMISSION

APPLICATION NO. TR-120

PAGE TWO

Applicant's current rates were last authorized in November, 1996. The proposed rates represents an average increase of approximately 10%. Annualized, the proposed increase is 2.5%. In the same four year period, the consumer price index has increased approximately 14%. On a per annum basis, costs have increased 16% for fuel, 11% for maintenance, and 8% for vehicle parts. The proposed taxi rates are comparable to taxi rates authorized for use in other communities of similar size.

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 effective December 1, 2000.

ORDER

IT IS, THEREFORE, ORDERED by the Nebraska Public Service Commission that effective December 1, 2000, Yellow Cab & Limo, Inc., Beatrice, Nebraska, be, and it is hereby, authorized to amend its taxi rates in Beatrice, Crete, and Fairbury as follows:

Description	Rate
I. Within the city limits of Beatrice, Crete, and Fairbury	
A. First mile	\$3.50
B. Each additional mile	2.00
C. Minimum Charge	7.00
II. Outside the city limits of Beatrice, Crete, and Fairbury	
A. Rate per mile	\$1.40
III. Waiting Time	\$10/hour
IV. Handicapped loading/unloading	\$20/trip

MADE AND ENTERED in Lincoln, Nebraska, this 21st day of November, 2000.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Charles J. Johnson
Ann C. Boyle

John Landis
Chairman

ATTESTS:

Ad S. Pollack
Executive Director

//s// Frank E. Landis

The Legislature has given approval to increase transportation provider rates by 2% effective July 1, 2008. This means that the Resource Development Staff must update the rates on N-Focus effective July 1, 2008. The Resource Development Staff should use the following rates when updating the provider agreement in N-Focus Please complete this process as soon as possible since the case managers/services coordinators will have to update the client authorizations.

Programs:

- AD (Aged and Disabled Waiver)**
- APS (Adult Protective Services)**
- CFS (Children and Family Services)**
- EA (Emergency Assistance)**
- EF (Employment First)**
- FSP (Food Stamp Program)**
- SA Payment Only (Subsidized Adoption Payment Only)**
- SA/Med Only (Subsidized Adoption Medical Only)**
- SA/Med (Subsidized Adoption Payment and Medical)**
- SG Payment Only (Subsidized Guardianship Payment Only)**
- SG Med Only (Subsidized Guardianship Medical Only)**
- SG/Med (Subsidized Guardianship Payment and Medical)**
- SSAD (Social Services for Aged and Disabled)**
- SSCF (Social Services for Children and Families)**
- Medicaid (MMIS)**
- Child Care**

The following rates are effective begin July 1, 2008

Type of Provider		Increase rate:
Certified Carrier	Distance Mileage	\$1.30 per mile (increase of \$.02 per mile)
	Local Rates One Way Trips	Increase current rate by 2%
Taxi	Local Rate	95% of Published Rate
	Distance Mileage	\$1.30 per mile (increase of \$.02 per mile)
Exempt Provider (Rural transit providers e.g. RYDE, North Platte transit system, etc.)	Distance Mileage and Local Rate	No change unless private rates have increased. Please contact Program Specialist at 471-9530 to discuss the rates.
Adult Day Care	Distance Mileage	\$.46 per mile
Adult Day Care	Local Rate & Trip	Increase current rate by 2% (if trip rate is based on mileage rate should equal the number of miles times \$.46)

Type of Provider		Increase rate:
Assisted Living Facility	Distance Mileage	Mileage Rate to \$.46
Escort Providers	Local Rate Distance Mileage	Hourly rates: Staff may increase the hourly rate up to the minimum wage. No increase for hourly rates if provider is above the minimum wage rate. (\$6.55). mileage rate will increase to \$.46 (See Attached Chart.)
Individual	Mileage	\$.46 per mile
Child Care	Trip Rate	\$2.75

Resource Development staff should inform Certified Carriers that it is their (the carrier's) responsibility to have their rate increases approved by the Public Service Commission. The public rate cannot be less than the rate paid by DHHS.

If you have any questions please give me a call Roxie Cillesen at 402-471-9224.

Roxie Cillesen, Manager
Behavioral Health, Pharmacy and Ancillary Service
Medicaid and Long Term Care
301 Centennial Mall South
Lincoln, NE 68509-5044