

Section I:

Provider Name	FID
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Par. 1 This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and _____, a health services provider, governs the provision of Medically Handicapped Children's Program Services and the Genetically Handicapped Program (MHCP) as defined in the **Nebraska Department of Health and Human Services, Rules and Regulations, Nebraska Administrative Code (NAC) Titles 467.**

Par. 2 Agreement Effective Date from _____ through _____

Par. 3 Service to be provided _____

Par. 4 and Par. 5 - FOR OFFICE USE ONLY

Par. 4 Type of Clinic _____

Par. 5 Rate for Clinic Service _____

SECTION II:

Reasons for Selection of this Medical Services Provider:

The Department is desirous of medical services for the special health care needs population indicated in this Agreement and whereas the provider fully meets the standards established by the Department and all applicable state and federal laws governing the provision of services and agrees to provide services according to the regulations and procedures of the Department for the Medically Handicapped Children's Program indicated herein this Agreement.

Section III:

Department Responsibilities:

By signing this Agreement, the Department agrees to:

1. Ensure that the Medical Service Provider provides documentation verifying licensure.
2. Ensure that the Service Provider Agreement form is properly completed and the provider receives a copy of the Agreement.
3. Require and monitor a plan of compliance when the provider has been found to be in violation of or fails to meet any standards or the terms of this Agreement.
4. Review pending charges to determine whether the client's safety is in jeopardy. Other convictions must be considered using the guidance in 474 NAC 5-108.06D3b (1) and weighted to similar offenses included in the list above.

Section IV:

General Provider Standards:

By signing this Agreement, the Service Provider agrees to:

1. Participate in the Medically Handicapped Children's Program.
2. Accept as payment in full, the rates established by MHCP.
3. Be licensed and/or certified as required by state law.
4. Meet any applicable state or federal law governing the provision of his/her services: and
5. Be without sanction by Medicare or Medicaid, or the Nebraska Division of Public Health.
6. Bill only for medical services which are authorized and actually provided.
7. Submit billing documents after medical service have been provided and **within 60 days** from the date of service. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, Neb Rev Stat § 81-2401 through § 81-2408.
8. Accept payment through electronic fund transfer.

1. Ensure each staff person having direct client contact has been cleared with the Child Abuse/Neglect Central Register, the Adult Protective Services Central Registry, the State Patrol Sexual Offenders Registry and the State Patrol for National Criminal History Check.
2. Maintain results of these checks in the provider's employee personnel files and make available to the Department.
3. Not discriminate against any employee, applicant for employment, or program participant or applicant because of race, age, color, religion, sex, handicap, or national origin.
4. Respect the client's rights to confidentiality and safeguard confidential information.
5. Acknowledge responsibilities for the client's safety and property.
6. Have knowledge, experience, and/or skills to perform the task(s).
7. Assure that any suspected abuse or neglect will be immediately reported by provider employees to law enforcement and/or the Abuse-Neglect Hotline.
8. Acknowledge this Agreement will be immediately terminated when a the medical service provider is found to have a known history of employing staff with convictions for misdemeanor or felony actions that endanger the health and safety of any client. This includes crimes against a child or vulnerable adult, crimes involving intentionally bodily harm, crimes involving the illegal use of a controlled substance, crimes involving moral turpitude on the part of the provider. Crimes would include:
 - a. Child pornography;
 - b. Child or adult abuse;
 - c. Driving under the influence: a DUI conviction within the past eight years;
 - d. Domestic assault;
 - e. Shoplifting after age 19 and within the last three years;
 - f. Felony fraud within the last 10 years;
 - g. Misdemeanor fraud within the last five years;
 - h. Termination of provider status for cause from any Department program within the last 10 years;
 - i. Possession of any controlled substance within the last five years;
 - j. Possession of any controlled substance with the intent to deliver within the past 10 years;
 - k. Felony or misdemeanor assault without a weapon in the last 15 years;
 - m. Rape or sexual assault;
 - n. Homicide;
 - o. Prostitution or solicitation within the last five years;
 - p. Felony or misdemeanor robbery or burglary within the last 10 years.
9. Accept the termination or reduction of this contract in the event funds to finance the contract become unavailable due to reduction in appropriations.

Section V:

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.

Sign Here _____
 Provider Representative Printed Name

Date _____

Sign Here _____
 Signature of Authorized Representative - Nebraska Department of Health and Human Services

Date _____