

**For questions, contact the local Developmental Disabilities Service Coordination Office**

Local Contact

Address

Telephone Number

Provider Name

FTIN/SSN Number

DBA Name

Agreement Effective Date

License #

**Service Provider Agreement**

This Service Provider Agreement Addendum between the Nebraska Department of Health and Human Services (hereinafter the DHHS), Division of Developmental Disabilities (hereinafter the DDD) and the non-specialized DDD service provider named above, governs the provisions of these Services as defined in the Nebraska Department of Health and Human Services Program Manuals, Nebraska Administrative Code (NAC) Titles 404, 467, 471, 473, 480 and 482. Any Attachments for service(s) that is/ are attached and by this reference are made part of this agreement as if included in the agreement word for word and the provider agrees to abide by all regulations and DHHS and DDD standards as outlined in the attachment(s).

Provider type (check one)

- Individual Provider       Agency Provider

Non-specialized Adult (21+) DD services to be provided (check all that apply):

Maximum Rate and/or Units:

- |   |                               |                                       |
|---|-------------------------------|---------------------------------------|
| Community Living and Day Supports         | <input type="checkbox"/> 9539 | <input type="checkbox"/> In-home 5665 |
| Respite                                   | <input type="checkbox"/> 7395 | <input type="checkbox"/> In-home 1113 |
| Personal Emergency Response System (PERS) | <input type="checkbox"/> 3447 |                                       |
| Home Modifications                        | <input type="checkbox"/> 1650 |                                       |
| Vehicle Modifications                     | <input type="checkbox"/> 6995 |                                       |
| Assistive Technology and Supports (ATS)   | <input type="checkbox"/> 9418 |                                       |

Additional Information:

Non-specialized Child DD services to be provided (check all that apply):

- |                               |                               |                                       |
|-------------------------------|-------------------------------|---------------------------------------|
| Respite                       | <input type="checkbox"/> 7395 | <input type="checkbox"/> In-home 1113 |
| Home Modifications            | <input type="checkbox"/> 1650 |                                       |
| Disability Related Child Care | <input type="checkbox"/> 9704 | <input type="checkbox"/> In-home 2500 |
| Homemaker                     | <input type="checkbox"/> 7599 | <input type="checkbox"/> In-home 6700 |

Additional Information:

## Terms of Addendum

The terms of this Addendum may be renegotiated upon agreement of both parties. The party requesting a change in the 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.

The DDD staff will determine eligibility for services and authorize the services according to the terms above. The DDD staff will notify provider if the services(s) being provided for a specific person is to be terminated or changed before the end of the authorization period. The DHHS will honor billing documents submitted after service is provided and within 90 days and make payments for services that are prior authorized and provided in accordance with DHHS and/or DDD regulations, the Nebraska Service Provider Agreement (form MC-19), and DHHS and/or DDD policies and standards.

If the provider violates or breaches any of the provisions of this Addendum, then this Addendum may be terminated immediately, at the election of the DHHS and/or DDD. 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.

This Addendum 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.

## General Provider Requirements

The Provider shall:

1. Have been chosen by the individual or the usual caregiver to provide services.
2. Be age 19 or older.
3. Not be an immediate household member.
4. Not be a legally responsible relative.
5. Not be a parent (biological, step, or adoptive), spouse, or child (biological, step, or adoptive) of the individual to whom services will be provided.
6. Ensure the rate submitted for payment shall not exceed the amount charged to private payers and in accordance to the DHHS and/or DDD regulations, policies, and standards.
7. Not engage in or have an ongoing history of criminal activity that may be harmful or may endanger individuals for who 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.
8. Allow background checks on self or family member if appropriate, which may include a check of the Nebraska Child/Adult Abuse and Neglect Register, State Patrol Sexual Offender Registry, local, county, and state law enforcement records, Medication Aide registry, Department of Justice website, and/or the Department of Motor Vehicles website. If an agency, agree to allow DHHS and/or DDD staff to review agency policies regarding hiring and reporting to ensure that appropriate procedures regarding abuse, neglect, and law violations are in place.
9. Agree and assure that any suspected abuse or neglect will be immediately reported to law enforcement and / or the Abuse-Neglect hotline (1-800-652-1999).
10. Keep current any state or local license/certification required for service provision.
11. Respect every individual's right to confidentiality and safeguard confidential information.
12. Understand and accept responsibility for the individual's safety and property.
13. Have the knowledge, experience, and/or skills to perform the task(s).
14. Have knowledge of basic first aid skills and of available emergency medical resources if providing direct supports.
15. Prepare and serve any appropriate meals and/or snacks to meet the individual's dietary needs, as explained by the usual caregiver.
16. When applicable, obtain adequate information on the supports necessary to meet the medical and personal needs of the individual.
17. Ensure that settings and services provided by me under the waiver shall be in compliance with all applicable local, state, and federal laws and regulations as well as applicable licensure standards.

**Certifying**

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

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Signature of Provider Representative

Printed Name

Date

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Signature of Authorized Representative

Printed Name

Date

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Nebraska Department of Health and Human Services

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