



Nebraska Department of Health and Human Services  
**SERVICE PROVIDER AGREEMENT**  
 Division of Public Health - Chronic Renal Disease Program

**Section I:**

Date:

National Provider Identifier (NPI):

Name NPI Issued To:

Check applicable box:       Corporate Office       Local Office  
 Billing will be submitted by:  Corporate Office       Local Office

**Section II:**

Provider Name:

Provider Street Address / City / State / Zip:

Mailing Address, if different from above:

Business Telephone:

Business Fax:

Business Email:

Corporate Office Billing Address, if different from above:

This Agreement between the Nebraska Department of Health and Human Services (hereinafter the Department) and \_\_\_\_\_, a service provider, governs the provision of services defined in the Nebraska Chronic Renal Disease Program regulations, **Nebraska Administrative Code Title 181 NAC 1.**

**Section III:**

**Agreement Standards**

- Par. 1** Department staff will determine client eligibility for services. The Department will honor invoices and make payments for services that were authorized and provided in accordance with the Department's policies and standards.
- Par. 2** This Agreement may be terminated by either party at any time by giving at least thirty (30) 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. 3** Subcontracting or transferring to another entity is not allowed under this Agreement.
- Par. 4** The Renal Program is funded by State of Nebraska appropriations and the amount is limited. When the client reaches his/her maximum funding for the year or the annual maximum funding level for the Program is reached, the Program will stop reimbursing for expenses until the next state fiscal year begins. In the case of an individual client reaching his/her maximum annual funding, the Program will notify the client's service providers. If funding for the entire Program is depleted before the end of the state fiscal year, notice will be placed on the Program's website.
- Par. 5** If the provider is identified (or becomes identified in the future) on the Excluded Parties List System (EPLS) website or the Office of the Inspector General (OIG) list of Excluded Individuals/Entities website, then this Agreement will be terminated immediately.
- Par. 6** 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.

**Section IV:**

**General Provider Standards**

By signing this Agreement, the provider agrees to:

1. Follow all applicable Department policies and procedures (Title 181 NAC 1).
2. Invoice only for services which are actually provided.
3. Submit invoice documents after service is provided and within 180 days of the date of service.
4. 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.
5. Retain financial and statistical records for six years from date of service provision to support and document all invoices.
6. Allow state offices responsible for program administration or audit to review service records. Inspections, reviews, and audits may be conducted on site.
7. Keep current any state or local license/certification required for service provision.
8. Assure that any false invoice, statement, documents, or concealment of material fact may be prosecuted under applicable laws.
9. Accept that the payment determined in accordance with the policies of the Nebraska Department of Health and Human Services Chronic Renal Disease Program is the full and complete payment for services provided and the amount paid for the invoices submitted will be accepted as payment in full from the Program and that no additional payment will be invoiced. If any additional payment is received - or will be received - from any other source, that amount will be deducted from the amount charged to the Program. Any payment received from another source after payment by the Program shall be remitted to the Program. The Program reserves the right to recuperate payments made in error, by either requesting reimbursement for said error or deducting the amount of the error from a future payment.
10. Respect every client's right to confidentiality and safeguard confidential information.
11. Operate a drug-free workplace.
12. Have the knowledge, experience, and/or skills necessary to perform the task(s).
13. Ensure that any suspected abuse or neglect will be reported to law enforcement and/or appropriate Department staff.
14. Always submit invoices to primary insurance providers first (private, Medicare and Medicaid). The Renal Program is the payer of last resort.

**Pharmacy Provider Standards**

Pharmacies further agree to:

1. Only claim payment for drugs listed on the Program's Reimbursable Drug Formulary. The Formulary is located on the Renal Program's website or by contacting the Program directly.
2. Submit invoices that include Program client name, drug name, National Drug Code (NDC) number, drug quantity, drug strength, date of service and client co-pay amount (if any).

**Service Provider Standards**

Service Providers further agree to:

1. Only claim payment for dialysis-related services. The Program will use current ICD and CPT codes to determine appropriate service provision.
2. Submit invoices that include the Program client name, date of service and appropriate ICD and CPT codes.

I certify that I have read and understand the standards as stated and referenced above and agree to comply. This Agreement becomes effective after it is electronically signed by both parties pursuant to Neb. Rev. Stat. 86-621.

**Section V:**

Provider Name:

Name and Title of Provider Representative:	Date:
Authorized Representative - Nebraska Department of Health and Human Services:	Date: