DIVISION OF MEDICAID AND LONG-TERM CARE

SERVICE PROVIDER AGREEMENT

TERMS AND CONDITIONS

This Agreement between the Nebraska Department of Health and Human Services, Division of Medicaid & Long-Term Care (hereinafter the Department) and the approved service provider governs the provision of the service(s) indicated in this Agreement as defined in the Nebraska Department of Health and Human Services Program Manual, Nebraska Administrative Code (NAC) Titles 15, 185, 404, 465, 471, 477, 480 and 482. Appropriate checklist(s) marked ‘Provider Addendum (name of service)’ and other appropriate additions to the agreement marked “Attachment (A, B, or C)” for services is/are attached and by this reference are made part of this agreement. This Service Provider Agreement becomes effective only after all screening and enrollment activities have been completed and passed. At that time the provider will be notified of their Provider ID number and effective dates via written confirmation letter.

As a provider for Nebraska Medicaid & Long-Term Care programs specified in this agreement, the provider assures:

• Full compliance with the regulations and applicable policies and procedures of the Nebraska Department of Health and Human Services in the administration of program services.
  www.dhhs.ne.gov/Medicaid/ and www.dhhs.ne.gov/reg_medregs.aspx;
• Full compliance with all applicable State and Federal statutory and regulatory law;
• Full compliance with requirement found in 42 CFR 455.105 (b) that upon request the provider will furnish to the State or US DHHS Secretary information about certain business transactions with wholly owned suppliers or any subcontractors;
• For entities receiving or making Medicaid payments totaling at least $5 million dollars annually, to implement written policies and procedures for the education of all employees, contractors, and agents that includes information pertaining to the False Claims Act and other provisions named in section 1902(a)(68)(A) of the Social Security Act, and to cooperate with the State’s audit process;
• Full compliance with requirement found at 42 CFR 455.432 that the provider agrees to permit CMS, its agents, its designated contractors, or the State Medicaid agency to conduct unannounced on-site inspections of any and all provider locations;
• Full compliance with requirement found at 42 CFR 455.434 that the provider consents to criminal background checks including fingerprinting when required to do so under State law or by level of screening based on risk of fraud, waste, or abuse as determined for that category of provider;
• That the payment determined in accordance with the policies of the Nebraska Department of Health and Human Services will be the full and complete payment for the services provided, and the amount paid for those claims submitted by Provider or Provider's authorized representative will be accepted as payment in full and that no additional payment will be claimed. If any additional payment is received, or will be received, from any other source that amount will be deducted from the amount charged the Department. Any payment received from another source after payment by the Department shall be remitted to the Department;
• That all goods and services for which payment will be claimed will be provided in compliance with the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 (45 CFR, Parts 80, 84, and 90);
• That service records will be retained as are necessary to fully disclose the extent of the services provided to support and document all claims, for a minimum period of six years as required under HIPAA Section 164.530(j);
• 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. A client's/patient's signed Nebraska DHHS Application for Assistance includes a proper patient waiver (42 CFR 431.107);

• Operation of a drug-free workplace;

• Understanding that provider enrollment does not constitute employment by the State of Nebraska or guarantee referrals;

• This agreement will not be transferred to any other person or entity;

• That all information will be disclosed to Nebraska Department of Health and Human Services as required by policies of the Department;

• Understanding that any false claims (including claims submitted electronically), statements, documents, or concealment of material fact may be prosecuted under applicable State or Federal laws (42 CFR 455.18);

My signature certifies I have read, understand, and will comply with the Terms of Agreement detailed above and the information on this form is true, accurate and complete.

NOTE: It is the provider's responsibility to retain a copy of the completed agreement.