NEBRASKA
Good Life. Great Mission.
DEPT. OF HEALTH AND HUMAN SERVICES

Division of Disability and Aging

Medically Handicapped Children's Program
Service Provider Enrollment Form

Section I:

Provider Name	FID

Address:

City	State	Zip

Phone Number

Contact Name

Staff attending clinic

Email address

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 Services to be provided_____

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

Par. 4 Type of Clinic_____

Par. 5 Rate for Clinic Service per complete clinic: _____and cannot exceed a total of _____ during the enrollment period.

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 enrollment 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 for 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 467 NAC Chapter 7.

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 document after clinic medical service has 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.
9. 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 National Criminal History Check.
10. Maintain results of these checks in the provider's employee personnel files and make available to the Department.
11. Not discriminate against any employee, applicant for employment, or program participant or applicant because of race, age, color, religion, sex, handicap, or national origin.
12. Respect the client's rights to confidentiality and safeguard confidential information.
13. Acknowledge responsibilities for the client's safety and property.
14. Have knowledge, experience, and/or skills to perform the services listed in Section 1, Paragraph 3.
15. Assure that any suspected abuse or neglect will be immediately reported by the provider or employees of the provider to law enforcement and/or the Abuse-Neglect Hotline.
16. Acknowledge this Agreement will be immediately terminated when the provider or the medical service provider is found to have a 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 intentional bodily harm, crimes involving the illegal use of a controlled substance, crimes involving moral turpitude on the part of the provider. Crimes would include but are not limited to:
    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 in the last 15 years;
    l. Rape or sexual assault;
    m. Homicide;
    n. Prostitution or solicitation within the last five years;
    o. Felony or misdemeanor robbery or burglary within the last 10 years.
17. Accept the termination or reduction of this contract in the event funds to finance the contract become unavailable due to reduction in appropriations or Federal Funding.
18. Submit to the jurisdiction of the Public counsel under section 81-8,240 to 81-8,254 with respect to the provision of services under the contract.

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_____ Date_____

Provider Representative Printed Name

Sign Here_____ Date_____

Signature of Authorized Representative – Nebraska Department of Health and Human Services

Return signed form and other communications to:

Medically Handicapped Children's Program
Nebraska Department of Health and Human Services
220 South 17th Street – 2nd Floor
P.O. Box 95026
Lincoln, NE 68509-5026