

RESOLUTION NUMBER 7814

WHEREAS, the Centers for Medicare and Medicaid Services allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers; and

WHEREAS, said program allows for higher Medicaid reimbursement for public ambulance services; and

WHEREAS, on or about November 17, 2025, the City entered into a Public Consulting Group Emergency Services Agreement with Public Consulting Group, LLC, to assist the City in analyzing and reporting costs to secure higher Medicaid reimbursement for the City's ambulance services; and

WHEREAS, the City of Beatrice, Nebraska desires to enter into a Provider Agreement with Nebraska Medicaid for the City to participate in the Nebraska Medicaid & Long-term Care Ground Emergency Medical Transportation ("GEMT") Uncompensated Cost Reimbursement Program to secure higher Medicaid reimbursement for the City's ambulance services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor, Finance Director, Fire Chief, and City Clerk be and hereby are authorized to enter into a Provider Agreement with Nebraska Medicaid and any and all other documents necessary for the City to participate in the Nebraska Medicaid & Long-term Care Ground Emergency Medical Transportation ("GEMT") Uncompensated Cost Reimbursement Program to secure higher Medicaid reimbursement for the City's ambulance services. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 6th day of July, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

PROVIDER AGREEMENT

**NEBRASKA MEDICAID & LONG-TERM CARE
GROUND EMERGENCY MEDICAL
TRANSPORTATION (GEMT)
UNCOMPENSATED COST REIMBURSEMENT
PROGRAM**

Name of Provider: **City of Beatrice Fire & Rescue**

Provider NPI Number: _____

Medicaid Provider ID Number: **47600609200**

I. Statement of Intent

The purpose of this agreement is to participate in the Ground Emergency Medical Transportation (GEMT) payment program for in-state governmental ambulance providers pursuant to the Ground Emergency Medical Transport Act by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

II. Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

- A. Provider agrees to comply with each of the following, as amended:
 - 1. Title XIX of the Social Security Act;
 - 2. Titles 2, 42 and 45 of the Code of Federal Regulations (CFR) including but not limited to 2 CFR Part 200;
 - 3. Nebraska Revised Statutes § 68-978 through 68-988.
 - 4. Nebraska Administrative Code 471 Chapters 1 through 4.
 - 5. State-issued policy directives, including the Nebraska GEMT Cost Report Instructions.

- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payment to the provider as well as terminate this agreement.

- C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:

1. Submit annually the Nebraska Medicaid (herein after, "Medicaid") approved GEMT Program cost report to Medicaid or its vendor.
 2. Maintain for review and audit, and provide to Medicaid or its vendor upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
 3. If the allowance of an expense or appropriateness of an expense cannot be determined by Medicaid or its vendor because fiscal records or other documentation is not present or is inadequate, all questionable costs may be disallowed, and payment may be withheld by Medicaid.
 4. Upon receipt of adequate documentation supporting a disallowed or questionable expense within a timeframe determined by the state, reimbursement may resume for the amount substantiated and deemed allowable.
- D. By the specified due date from Medicaid of each year: Provider agrees to submit, electronically, the Microsoft Excel version of the Medicaid approved cost report accompanied by a signed PDF copy of the Medicaid approved cost report for the GEMT's fiscal year end period as requested by Medicaid to: mssc-NEGEMT@mssc.com.
- E. Provider agrees to submit within the timeframes determined by the State, transfer of the non-federal share of the GEMT uncompensated cost reimbursement and administration fee prior to the quarterly cost-based reconciled state directed payment from Medicaid.
- F. Provider agrees to accept as payment in full the quarterly state directed payment amount received as cost-based reconciled payment for services rendered to Nebraska Medicaid managed care beneficiaries. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive payment under this program.
- G. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the overpayment in accordance with state and federal regulations.

III. Fiscal Provisions

- A. The provider shall make Intergovernmental Transfer(s) (IGTs) to Medicaid pursuant to Neb. Rev. Stat. § 68-983, which will be used as the non-federal share of the reconciled cost reimbursement amount for the Medicaid costs associated with GEMT services.
1. The GEMT Provider shall certify that the funds transferred qualify for federal financial participation pursuant to 42 CFR part 433 subpart B and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from

programs such as Medicare or Medicaid to the extent that the program is not obligated to the State as the source of funding.

- B. Medicaid may assess up to a 20 percent administration fee on the entire amount of the non-federal share IGT to reimburse Medicaid for the administrative costs of operating the GEMT uncompensated cost reimbursement program.
 - 1. The administration fee is non-refundable and shall be transferred to Medicaid separately and simultaneously to the non-federal share IGTs.
- C. Upon the Provider's compliance with all provisions of this Agreement and upon the submission of a certified cost report, Medicaid will perform the cost reconciliation, submit claims of a certified cost report, Medicaid will perform the cost reconciliation, submit claims to CMS based on total computable certified expenditures for GEMT services provided, and make initial cost settlement payment(s) to eligible providers.
- D. Transfer of funds is contingent upon the availability of federal financial participation. If, in the event federal financial participation funds for a service period are not available for all the uncompensated cost reimbursement payable to the providers due to the application of a federal limit or any other reason, both of the following shall apply:
 - 1. The total amounts payable to providers for the service period shall be reduced to reflect the amounts for which federal financial participation is available, and;
 - 2. The amounts payable to each provider for the service period shall be equal to the amounts computed by the state multiplied by the ratio of the total amounts for which federal financial participation is available.
- E. Recovery of Overpayments: Provider agrees that when it is established that an overpayment has been made, Medicaid shall recover such overpayment. Medicaid reserves the right to select the method to be employed for the recovery of an overpayment.

IV. Limitations of State Liability

- A. Notwithstanding any other provision of this Agreement, Medicaid shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services pursuant to Nebraska Revised Statutes § 68-978 through 68-988.
- B. To the extent that a federal audit disallowance and interest results from costs for which the provider has received reimbursement, Medicaid shall recoup from the provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to Medicaid applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the provider has received reimbursement for services

provided by a nongovernmental entity under contract with, and on behalf of the provider, Medicaid shall be held harmless by the provider for one hundred percent (100%) of the amount of any such federal audit disallowance and interest.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin upon execution by both parties. This agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full effect.

GEMT Provider

Hannah Bell

Signature

Hannah Bell

GEMT Provider Authorized Representative Printed Name

Finance Director

Title

7/7/2026 | 09:10:31 CDT

Date

Nebraska Medicaid

Drew Gonshorowski

Signature

Drew Gonshorowski

Nebraska Medicaid Authorized Representative Printed Name

Director of Medicaid and Long-term Care

Title

7/7/2026 | 09:17:03 CDT

Date

Certificate Of Completion

Envelope Id: FD2C384D-5607-85A7-83AC-C1E11876FD50	Status: Completed
Subject: Complete with Docusign: City of Beatrice Fire_Rescue GEMT IGT.docx	
Envelope Type:	
Envelope Name: Nebraska Medicaid GEMT IGT Provider Agreement	
Divison: MLTC	
DHHS Sender: Shane Bailey	
DHHS Sharepoint ID: CLMS 7431	
FFATA Reporting Required:	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Shane Bailey
Time Zone: (UTC-06:00) Central Time (US & Canada)	301 Centennial Mall S
	Lincoln, NE 68508-2529
	shane.bailey@nebraska.gov
	IP Address: 164.119.5.242

Record Tracking

Status: Original	Holder: Shane Bailey	Location: DocuSign
6/17/2026 4:17:53 PM	shane.bailey@nebraska.gov	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events

Signer Events	Signature	Timestamp
Hannah Bell		Sent: 6/17/2026 4:25:50 PM
hbell@beatrice.ne.gov		Viewed: 6/19/2026 2:16:46 PM
Finance Director		Signed: 7/7/2026 9:10:31 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 24.246.222.4	

Electronic Record and Signature Disclosure:
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Drew Gonshorowski		Sent: 7/7/2026 9:10:32 AM
Drew.Gonshorowski@nebraska.gov		Viewed: 7/7/2026 9:16:50 AM
Director of Medicaid and Long-term Care		Signed: 7/7/2026 9:17:03 AM
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	Using IP Address:	
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	Signed using mobile	

Electronic Record and Signature Disclosure:
 Accepted: 7/7/2026 9:16:50 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Kendra Wiebe Kendra.Wiebe@nebraska.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/7/2026 9:10:33 AM
<p>Danny Vanourney Danny.Vanourney@nebraska.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/17/2022 12:37:54 PM ID: ef8c4406-ceb4-4de4-a34a-2d762f850426</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/7/2026 9:17:04 AM
<p>Hannah Bell hbell@beatrice.ne.gov Finance Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/19/2026 2:16:46 PM ID: 76ecf6c4-9a0a-4722-8308-ea87818a902e</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/7/2026 9:17:05 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/17/2026 4:25:50 PM
Certified Delivered	Security Checked	7/7/2026 9:16:50 AM
Signing Complete	Security Checked	7/7/2026 9:17:03 AM
Completed	Security Checked	7/7/2026 9:17:05 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nebraska Department of Health & Human Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: john.canfield@nebraska.gov

To advise Nebraska Department of Health & Human Services of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at john.canfield@nebraska.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Nebraska Department of Health & Human Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nebraska Department of Health & Human Services

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.