

**State of Alaska, Department Family and Contact Services  
Division of Juvenile Justice  
Grants & Contracts Support Team  
P.O. Box 110650, Juneau, AK 99811-0650**

**SUPERVISION OF TEMPORARY SECURE JUVENILE HOLD SERVICES PROVIDER  
AGREEMENT**

\_\_\_\_\_, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Family and Contact Services (DFCS) for the purpose of providing supervision of temporary hold services to juveniles in custody within Sitka or Nome service areas for the State of Alaska's Supervision of Temporary Secure Juvenile Hold Program. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the following Appendices:

**APPENDICES:**

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. Privacy and Security Procedures for Providers
- C. Resolution for Alaska Native Entities
- D. Federal Assurances & Certifications
- E. How to Obtain a Vendor Number

**ATTACHMENTS**

- 1. Client Log Form
- 2. Invoice/Billing Form

**I. PROVIDER ELIGIBILITY**

The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A), as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Service Provider for this Agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. State of Alaska IRIS Provider Vendor Number is listed in the signed Provider Agreement;
- B. A current State of Alaska Business License;
- C. Alaska Native entities<sup>1</sup> entering into a Provider Agreement with DFCS must provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement using Appendix C;
- D. Necessary credentials for service personnel, such as copies of valid and current certifications or licenses;
- E. Necessary licensing/certifications for the service facility;
- F. Proof of any other mandatory education/training/relationship/location/agency P&P, etc. that is necessary for eligibility as a provider.
- G. Certificates of Insurance per Section IX (B) of this Provider Agreement

<sup>1</sup> "Alaska Native entity" means an Alaska Native organization that the Secretary of the Interior acknowledges to exist as an Indian tribe through the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.

By submission for the signed Agreement, the Provider further agrees that they will comply with the following:

- A. The provisions of Appendix C, Privacy & Security Procedures.
- B. Facilities utilized for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access.
- C. During the effective period of this Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required of the provider agency, staff and facility to qualify for providing services to DFCS clients through this Agreement and to keep current the necessary documentation on file with DFCS to demonstrate compliance.

## II. DESCRIPTION OF SERVICES

- A. **Availability:** The secure hold supervision service will be available 24 hours per day and will be provided within 45 minutes of notification of need.
- B. **Facility Requirements:** The Provider is not responsible for maintaining a facility suitable for services under the Provider Agreement. The direct delivery for temporary secure juvenile hold services will take place at \_\_\_\_\_.
- C. **Attendants:** As detailed in Section IX.A(2) of the Agreement, all providers of direct services must have a valid criminal history check from the DH

DJJ complies with Prison Rape Elimination Act (PREA) standards, including the prohibition against hiring any provider, attendant, or contractor who has engaged in, or been convicted of, any conduct which would violate PREA standards related to sexual assault including:

- a. Sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution; or
- b. Convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, or coercion, or if the victim did not consent or was unable to consent or refuse; or,
- c. Has been civilly or administratively adjudicated to have engaged in the activity described.

Attendants supervising the secure holds will also meet the following requirements:

- a. Attendants will be awake during the entire supervision period.
- b. Attendants will be of the same gender as the client being supervised unless a written waiver is granted by DJJ.
- c. Attendants must be able to read and speak English.
- d. Attendants will meet all other qualifications required by 7 AAC 50.210(a-e), <https://www.akleg.gov/basis/aac.asp#7.50.210>
- D. **Intake:** The attendant will verify with the local police department that all appropriate health and safety screenings have been conducted prior to acceptance of supervision. This includes documenting and securing the client's personal effects; ensuring the blood alcohol level of intoxicated youth is 0.10 or less; and a health screening pursuant to 7 AAC 52.415(B) has been conducted.
- E. **Supervision:** The secure hold supervision procedure will include the following:
  - a. Clients will remain securely confined in a locked or unlocked cell, locked room, or cuffed to a stationary object.

- b. Clients will not have sight or sound contact with accused or convicted adult offenders.
  - c. Clients will be allowed to have controlled visitation and phone access to their parents or guardians and their attorney. Parent visits will be limited to 10 minutes, unless approved by the JPO. Other visitors and phone calls will not be allowed unless approved in advance by the JPO.
  - d. A staff to client ratio of at least 1:2 will be provided. Supervised clients of opposite genders will be placed in separate rooms.
  - e. Same-gender supervision of clients will be provided unless a written waiver is requested and approved by the Program Contact. The Waiver Request is provided as Attachment 2 to the Provider Agreement. With clients of opposite genders, the minimum staff ratio may be exceeded if necessary to meet this requirement.
  - f. Except during sleeping hours, the Attendant will contact the police department staff once every hour for youth secured to the cuffing bar, or more frequently if deemed appropriate. Police Department staff will make any needed adjustments to secured cuffs for comfort or movement needs, or to provide the youth an opportunity to stand and move around, stretch their legs, and address any health or safety concerns that may arise.
  - g. The Attendant will contact the Police Department staff to meet the personal needs for the youth. This will include providing a sleeping cot if required due to the duration of the hold, escorting the youth to the restroom, and providing appropriate meals to the youth. The attendant will ensure these needs are met through the duration of the hold.
  - h. If the juvenile is returned to the secure holding arrangement after attending a court hearing, the maximum amount of time a juvenile can be securely detained post-court is six (6) hours. Secure holding of a juvenile after court greater than six (6) hours is a violation of federal requirements. The Attendant will communicate with the JPO and the Police Department to ensure other arrangements are made if this timeline will be violated.
  - i. The referring JPO will update the Attendant as needed, including to inform the Attendant on the following topics:
    - i. Delays
    - ii. Overnight holds
    - iii. Court arraignment plans
    - iv. Travel Plans
  - j. If an emergency occurs while the client is under supervision, the Attendant will follow procedures to ensure immediate safety, then immediately request further instructions from the referring JPO, law enforcement officer, and/or the Program Contact.
- F. **Release:** The JPO will release the Attendant in person when the supervision services are no longer necessary.
- G. **Policy and Procedures Manual:** The Provider will develop a written Secure Hold Policy and Procedures manual within 30 days following the finalization of both the Provider Agreement and the required grant agreement. The manual will be submitted for DJJ approval by uploading it at the identified Project Deliverable in the required grant agreement. The

manual, available to the public upon request, will be updated and submitted annually for division approval.

H. **Training:** The Provider will train all attendants on its approved Secure Hold Policy and Procedures.

DJJ will provide the following trainings annually to the Provider and direct services attendants:

- a. Training on current secure hold procedures, paperwork, and reporting requirements.
- b. Training on secure hold protocols, timelines, and exchange of information.
- c. Training on the Office of Juvenile Justice and Delinquency Prevention (OJJDP) federal compliance guidelines, including guidelines for secure holds, court timelines, and rural exception rules.
- d. PREA training.
- e. Health Insurance Privacy and Portability Act (HIPPA) and Confidentiality training unless the Provider submits documentation of prior completion.

### III. CLIENT ELIGIBILITY

Services will be provided for youth in custody in need of supervision until the youth may be released to Division of Juvenile Justice probation staff.

### IV. BILLING

The only billable services under this Agreement is the temporary supervision of a secure juvenile hold. DFCS will reimburse the Provider for secure hold services at the rate of \$275 per client served, per day. DFCS will reimburse providers of secure hold services an additional \$150 for services in excess of 16 hours.

The Billing Form/Invoice and Secure Juvenile Hold Client Log, provided as Attachments 1 and 2, must be completed, printed, and signed. Completed billing forms and client log can be scanned and submitted as an email attachment to Program Contact Nichel Saceda-Hurt at [nichel.saceda-hurt@alaska.gov](mailto:nichel.saceda-hurt@alaska.gov). Alternatively, the completed form can be faxed to the Program Contact at (907) 465-2333.

Claims to DFCS for services provided will only be accepted on the completed and signed Billing Form/Invoice. The Billing Form/Invoice requests no confidential information and none is to be provided.

Recipients of DFCS funded services provided under this Agreement will not be charged any fees, deductible, co-pay or administrative fee for the supervision services as identified.

Except when good cause for delay is shown, DFCS will not pay for services unless the Provider submits a claim within 30 days of the date the service was provided. DFCS is the payer of last resort; therefore determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

Claims for which DFCS issues payment are considered certified as true and accurate, unless written notice of an error is sent by the Provider to DFCS within 30 days after the receipt of electronically transferred funds or endorsement of the issued payment warrant.

## V. SUBCONTRACTS

Subcontracts are not allowed under the terms of this Provider Agreement.

## VI. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION

The Provider will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), the Health Information Technology for Economical and Clinical Health Act of 2009 (HITECH), and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for the privacy and security of protected health information the Provider receives, maintains, or transmits, whether in electronic or paper format. Client information is confidential and cannot be released without the HIPAA-compliant written authorization of the client and DFCS, except as permitted by other state or federal law.

By entering into this Agreement the Provider acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix B to this Agreement.

## VII. REPORTING AND EVALUATION

The Provider agrees to comply with 7 AAC 81.120, Confidentiality and 7 AAC 81.150, Reports, and other applicable state or federal law regarding the submission of information, including the provisions of Section VI of this Agreement. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DFCS to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations.

The Provider agrees to provide state officials and their representatives access to facilities, systems, books and records, for the purpose of monitoring compliance with this Agreement and evaluating services provided under this Agreement.

On-site Quality Assurance Reviews may be conducted by DFCS staff to ensure compliance with service protocols. The Provider will ensure that DFCS staff has access to program files for the purposes of follow-up, quality assurance monitoring and fiscal administration of the program.

## VIII. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix C to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to the Department of Family and Community Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DFCS before destroying those records in a manner approved by DFCS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DFCS in a manner in compliance with 7 AAC 81.185 and Appendix B to this Agreement.

## IX. ADMINISTRATIVE POLICIES

- A. The Provider must have established written administrative policies and apply these policies consistently in the administration of the Provider Agreement without regard to the source of the money used for the purposes to which the policies relate. These policies include: employee salaries, and overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the protection of vulnerable or dependent recipients of services, and conflicts of interest, as well as the following:
1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;
  2. Compliance with AS 47.05.300-390, 7 AAC 10.900-990, and federal regulations at 28 CFR 115.311 - .393. Compliance includes ensuring that each individual associated with the provider in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Family and Community Services, Division of Juvenile Justices' Background Check Unit ("BCU") before employment or other service. For specific information about how to apply for and receive a background check, please email: [hss.djj.backgroundcheck@alaska.gov](mailto:hss.djj.backgroundcheck@alaska.gov).
  3. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults;
  4. If providing residential and/or critical care services to clients of DFCS, the Provider shall have an emergency response and recovery plan, providing for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
- B. Without limiting the provider's indemnification, it is agreed that the Provider shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Provider's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DFCS with the signed Provider Agreement prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Provider's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.
1. Worker's Compensation Insurance: The Provider shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
  2. Commercial General Liability Insurance: Covering all business premises and operations used by the Provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per claim.

3. Commercial General Automobile Liability Insurance: Covering all vehicles used by the Provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per claim.
4. Professional Liability Insurance: Covering all errors, omissions, or negligent acts in the performance of professional services under this Agreement. This insurance is required for all Providers of clinical or residential services, or for any other Provider for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement. Limits required per the following schedule:

Agreement Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to State of Alaska Risk Management

## X EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall adhere to Alaska State Statutes regarding equal employment opportunities for all persons without regard to race, religion, color, national origin, age, physical or mental disability, gender or any other condition or status described in AS 18.80.220(a)(1) and 7 AAC 81.100. Notice to this effect must be conspicuously posted and made available to employees or applicants for employment at each location that services are provided under this Provider Agreement; and sent to each labor union with which the provider has a collective bargaining agreement. The Provider must include the requirements for equal opportunity employment for contracts and subcontracts paid in whole or in part with funds earned through this Agreement. Further, the Provider shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

## XI CIVIL RIGHTS

The Provider shall comply with the requirements of 7 AAC 81.110 and all other applicable state or federal laws preventing discrimination, including the following federal statutes:

- A. The Civil Rights Act of 1964, (42 U.S.C. 2000d);
- B. Drug Free Workplace Act of 1988, (41 U.S.C. 701-707);
- C. Americans with Disabilities Act of 1990, 41 U.S.C.12101-12213).

The Provider will establish procedures for processing complaints alleging discrimination on the basis of race, religion, national origin, age, gender, physical or mental disability or other status or condition described in AS 18.80.220(a)(1) and 7 AAC 81.110(b).

In compliance with 7 AAC 81.110(c), the Provider may not exclude an eligible individual from receiving services, but with concurrence from DFCS, may offer alternative services to an individual if the health or safety of staff or other individuals may be endangered by inclusion of that individual.

## XII ACCOUNTING AND AUDIT REQUIREMENTS

The Provider shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

DFCS may conduct an audit of a provider's operations at any time the department determines that an audit is needed. The auditor may be a representative of DFCS; or a representative of the federal or municipal government, if the Agreement is provided in part by the federal or municipal government; or an independent certified public accountant. The Provider will afford an auditor representing DFCS or other agency funding the agreement, reasonable access to the Provider's books, documents, papers, and records if requested. Audits must be conducted in accordance with the requirements of 7 AAC 81.160; including the requirement for a Provider to refund money paid on a questioned cost or other audit exception, if they fail to furnish DFCS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

### XIII LIMITATION OF APPROPRIATIONS

DFCS is funded with State/Federal funds, which are awarded on an annual basis. During each state fiscal year, DFCS may authorize payment of costs under a Provider Agreement only to the extent of money allocated to that fiscal year. Because there is a fixed amount of funding on an annual basis, it may at times be necessary for DFCS to prioritize the client population served under this agreement. Limitations may include but are not limited to a moratorium on types of services, or a moratorium by geographic region served, or a restriction of services to clients with defined needs. The decision to limit billable services shall be based solely on available funding.

### XIV INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

The Provider shall indemnify, hold harmless, and defend DFCS from and against any claim of, or liability for error, omission, or negligent or intentional act of the Provider under this Agreement. The Provider shall not be required to indemnify DFCS for a claim of, or liability for, the independent negligence of DFCS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DFCS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

"Provider" and "DFCS," as used within this section and Section IX (B), include the employees, agents, or Providers who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DFCS's selection, administration, monitoring, or controlling of the Provider and in approving or accepting the Provider's work.

### XV AMENDMENT

The Provider acknowledges that state and federal laws relating to information privacy and security, protection against discriminatory practices, and other provisions included in this agreement may be evolving and that further amendment to this Agreement may be necessary to insure compliance with applicable law. Upon receipt of notification from DFCS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DFCS to amend this Agreement to ensure compliance with those changes.

### XVI TERMINATION OF AGREEMENT AND APPEALS



The Provider agrees to notify DFCS immediately if it is no longer eligible to provide services based on applicable Provider eligibility requirements set out in Section I of this Agreement. Notification of non-eligibility will result in automatic termination of this Agreement. Failure to comply with the terms of this Agreement and/or standards outlined in the Agreement and its appendices may result in non-payment and automatic termination of the Agreement by DFCS.

A Provider may appeal the decision to terminate a Provider Agreement under 7 AAC 81.200. All appeals will be conducted in accordance with Section 7AAC 81.200-210 of the Alaska Administrative Code.

Except as noted above, DFCS may terminate this Agreement with 30 days' notice. A Provider may also terminate the Agreement with 30 days' notice, but must provide assistance in making arrangements for safe and orderly transfer of clients and information to other Providers, as directed by DFCS.

This Agreement remains in force until the Provider or DFCS terminates the Agreement or a material term of the Agreement is changed.

I certify that I am authorized to negotiate, execute and administer this agreement on behalf of the Provider agency named in this agreement, and hereby consent to the terms and conditions of this agreement, and its appendices and attachments.

PROVIDER

DEPT.OF FAMILY AND COMMUNITY SERVICES

\_\_\_\_\_  
Signature of Authorized Provider Representative & Date

\_\_\_\_\_  
Signature of DFCS Representative & Date

\_\_\_\_\_  
Printed Name Provider Representative & Title

\_\_\_\_\_  
Printed Name - DFCS Representative & Title

**Provider Contact & Mailing Address**

**DFCS Contacts & Mailing Addresses**

**PROGRAM CONTACT**

Nichel C. Saceda-Hurt, Program Coordinator II  
Division of Juvenile Justice  
PO Box 110650  
Juneau, AK 99811-0650  
Ph. 907-465-3855 Fax: 907-465-2333  
[Nichel.saceda-hurt@alaska.gov](mailto:Nichel.saceda-hurt@alaska.gov)

\_\_\_\_\_  
Provider Phone Number/ Fax Number

**ADMINISTRATIVE CONTACT**

Lisa Nelson, Grants Administrator II  
Grants & Contracts Support Team  
PO Box 110650  
Juneau, AK 99811-0650  
Ph. 907-465-5424 Fax 907-465-6924  
Questions on the PA: [lisa.nelson@alaska.gov](mailto:lisa.nelson@alaska.gov)

\_\_\_\_\_  
Provider Email Address

\_\_\_\_\_  
Provider's IRIS Vendor Number

Providers must identify the business entity type under which they are legally eligible to provide service and intending to enter into this Provider Agreement.

Check Entity Type:

- Private For-profit Business, licensed to do business in the State of Alaska
- Non-Profit Organization Incorporated in the State of Alaska, or tax exempt under 26 U.S.C. 501(c)(3)
- Alaska Native Entity, as defined in 7 AAC 78.950(1) All applicants under this provision must submit with their signed Agreement, a Waiver of Sovereign Immunity, using the form provided as Appendix D to this Provider Agreement.
- Political Subdivision of the State (City, Borough or REAA)

**Please email the completed Provider Agreement and supporting eligibility documentation to the following email address: [HSS.FMS.Grants.Provider.Agreements@alaska.gov](mailto:HSS.FMS.Grants.Provider.Agreements@alaska.gov).**

# DEPARTMENT OF HEALTH AND SOCIAL SERVICES



**7 AAC 81**

## **GRANT SERVICES FOR INDIVIDUALS**

**Revised June 23, 2006**

This document is intended as an informational guide only. The Department of Health & Social Services makes no warranty, express or implied, of the accuracy of this document. A complete copy of State of Alaska Administrative Code can be accessed at the Alaska Legislature Infobase at <http://www.legis.state.ak.us/folhome.htm>. However, to be certain of the current version of the statutes and regulations, please refer to the official printed version.

Title 7. Health and Social Services.

Part 6. Miscellaneous.

Chapter 81. Grant Services for Individuals.

Section

- 10. Scope of chapter.
- 20. Limitation; waiver.
- 30. Services on behalf of an individual.
- 40. Eligibility.
- 50. Notification of potential service providers.
- 60. Issuance of a provider agreement.
- 70. Provider agreements.
- 80. Selection of a provider.
- 90. Subcontracts.
- 100. Equal employment opportunity.
- 110. Civil rights of recipients of services.
- 120. Confidentiality.
- 130. Administrative policies of providers.
- 140. Accounting requirements.
- 150. Reports.
- 160. Audit requirements.
- 170. Monitoring and evaluation.
- 180. Retention of records.
- 185. Transfer of records.
- 200. Request for appeal.
- 210. Appeal procedures.
- 220. Limitation of appropriations.
- 950. Definitions.

**7 AAC 81.010. Scope of chapter**

Except as provided in 7 AAC 81.020, this chapter applies to grant program services that the department provides to an individual.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.020. Limitation; waiver**

(a) If a state or federal statute or regulation addresses a particular grant program and is inconsistent with a provision of this chapter, the state or federal statute or regulation supersedes the provision of this chapter.

(b) The department may waive the requirements of this chapter for the purchase of services under AS 47.27.030.

(c) This chapter does not apply to payments made under

- (1) 7 AAC 53.300 - 7 AAC 53.370 in connection with children in state custody or under supervision; or
- (2) 7 AAC 39 in connection with the child care grant program.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170; am 6/23/2006, Register 178**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.25.071	AS 47.27.005	AS 47.27.050
AS 47.30.477	AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041
AS 47.40.120	AS 47.80.130			

**7 AAC 81.030. Services on behalf of an individual**

The department may obtain grant program services from an individual, organization, or political subdivision of the state by means of a provider agreement if the services to be provided are

restricted to an individual determined by the department to be eligible to receive services under the grant program from which the money will be paid.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.040. Eligibility**

(a) A provider may receive payment from the department for services provided under a provider agreement if

- (1) the services are eligible for payment under the grant program;
- (2) the department has determined that the individual on whose behalf payment is being requested is eligible for the services, based on the eligibility criteria for the grant program from which payment will be made;
- (3) the department has authorized the amount of payment the provider can receive for services provided based on
  - (A) an individualized service plan;
  - (B) a schedule of fees specific to the grant program; or
  - (C) a periodic rate per individual;
- (4) the provider meets applicable eligibility requirements for service providers under the grant program from which payment will be made;
- (5) the provider has on file with the department a fully executed provider agreement for the grant program under which the provider wishes to provide services; and
- (6) the commissioner determines that use of a provider agreement
  - (A) is in the best interest of the target population of the grant program;
  - (B) may increase the accessibility of services to the target population of the grant program; or
  - (C) may reduce the cost of services to the department.

(b) A provider may not request payment for services under this section if the provider has a grant under 7 AAC 78 to provide the same service.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.050. Notification of potential service providers**

(a) At least once every two years, the department will give public notice to inform potential providers of grant services that the department may enter into provider agreements for the provision of those services by eligible providers.

(b) The department will post a public notice under (a) of this section for at least 30 consecutive days on the Alaska Online Public Notice System established under AS 44.62.175. The notice will include

- (1) the name of the grant program for which a provider agreement may be issued;
- (2) a description of the services to be purchased;
- (3) eligibility requirements and the documentation required by the department to verify eligibility of the potential provider;
- (4) the terms of the provider agreement for the specific grant program; and
- (5) the department's address and the name of a contact person for the department.

**History: Eff. 7/21/2002, Register 163; 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.060. Issuance of a provider agreement**

(a) If a potential provider is interested in entering into a provider agreement with the department, the potential provider must send a letter to the department contact person identified in the public

notice issued under 7 AAC 81.050, expressing interest, and must include the documentation required by the department to verify eligibility for a provider agreement. A potential provider may send a letter expressing interest to the department at any time.

(b) The department will verify the eligibility of a potential provider for a provider agreement. If the department determines that a potential provider is eligible, the department will prepare a provider agreement and forward it to the provider for signature.

(c) If the department determines that the potential provider is ineligible for a provider agreement, the department will notify the provider, in writing within 30 days, of the reasons the provider was determined to be ineligible. If the potential provider later becomes eligible for a provider agreement, the provider may resubmit a letter expressing interest at any time.

(d) Unless the department determines approval to be necessary to protect public health and welfare, the department will disapprove an agreement regardless of eligibility if

(1) the potential provider has a history of noncompliance with grant requirements under 7 AAC 78 or this chapter; or

(2) monitoring and evaluation of the potential provider in the past has shown that the services provided did not meet applicable quality standards of the grant program.

(e) The signed provider agreement is a contract between the department and the provider.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.070. Provider agreements**

(a) In addition to any requirements specific to a grant program, the department will address the following in a provider agreement:

- (1) the services for which payment will be made;
- (2) that failure to meet the terms of the agreement, at any time, may result in termination of the agreement by the department;
- (3) provider eligibility requirements;
- (4) recipient eligibility requirements;



- (5) terms and conditions of payment, including
  - (A) the basis for payment, as described in 7 AAC 81.040(a) (3);
  - (B) that the provider must exercise reasonable efforts to obtain payment for the services provided to a recipient from other available sources of payment; and
  - (C) that the provider shall credit back to the department any other-source payments received by the provider for services for which the department has paid the provider;
- (6) that the provider's provision of services to eligible recipients and billing the department for those services constitutes the provider's agreement
  - (A) to cooperate in reports, surveys, or audits conducted by the department; and
  - (B) to comply with applicable statutes and regulations applicable to the grant program from which the provider will be paid;
- (7) retention by the provider of records necessary to disclose fully to the department the extent of services provided to recipient, with information regarding any specific payment to be made available to the department upon request;
- (8) on-site inspection by authorized representatives of the department of facilities used to provide services under the agreement;
- (9) that endorsement of a warrant received from the department by a provider or the provider's agent constitutes certification that the claim for which the warrant is issued is true and accurate, unless written notice of an error is sent by the provider to the department within 30 days after the date that the warrant is cashed;
- (10) that, except for good cause shown for the delay, the department will not pay a cost of service unless the provider of the service submits a bill for the service to the department within 30 days after the service was provided;
- (11) immediate notification by the provider to the department and automatic termination of the agreement if the provider is no longer eligible to provide services based on applicable provider eligibility requirements;
- (12) termination of the agreement by the department without prior notice if the provider fails to comply with the terms of the agreement;
- (13) except as otherwise provided in the agreement, termination of the agreement by the department at any time on 30 days prior notice;
- (14) termination of the agreement by the provider at any time upon 30 days prior notice under 7 AAC 81.185 and assistance by the provider to the department in making arrangements for transfer of the recipients of services under the agreement to other providers, if appropriate; and

(15) the effective date of the agreement.

(b) A provider agreement remains in force until the provider or the department terminates the agreement or a material term of the agreement is changed. If a material term of a provider agreement is changed, a new agreement must be executed.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.080. Selection of a provider**

(a) The department may refer eligible recipients to providers or may allow recipients to select providers.

(b) Repealed 6/24/2004.

(c) If a recipient chooses an individual, organization, or political subdivision to provide services for which the individual, organization, or political subdivision does not have a provider agreement to provide those services, that individual, organization, or political subdivision of the state must enter into a provider agreement before any costs incurred by the individual, organization, or political subdivision on behalf of the recipient are eligible for reimbursement.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.090. Subcontracts**

(a) Subject to prior department approval, a provider may enter into a subcontract for the performance of a service covered by the provider agreement only if the provider

- (1) remains administratively and financially responsible for the service and is responsible for the performance of the subcontractor;
- (2) ensures that the subcontractor's records are protected, preserved, and retained as required by this chapter; and
- (3) demonstrates that the method of procurement to be used to identify the subcontractor will be reasonably competitive.

(b) The provider shall ensure that a subcontract authorized under this section requires the subcontractor to provide the department, the provider, or a representative of the department or provider with reasonable access to the subcontractor's books, documents, papers, and records if the department or the provider determines that access to this information is necessary. The subcontract must state that the department may, at any time, obtain and retain the original of any records generated as a result of the provider agreement to which the subcontract applies.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.100. Equal employment opportunity**

- (a) The provider shall post in conspicuous places, accessible to employees and applicants for employment, at each location that services are provided under the provider agreement, notices setting out the provisions of AS 18.80.220.
- (b) The provider shall state, in solicitations or advertisements for employees to work under a provider agreement, that the provider is an equal opportunity employer and that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, physical or mental disability, gender, or any other condition or status described in AS 18.80.220 (a)(1).
- (c) The provider shall send to each labor union or representative of workers with which the provider has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the provider's commitments to equal employment opportunity and shall post copies of the notice in conspicuous places accessible to employees and applicants for employment, at each location that services are provided under the provider agreement.

(d) The provider shall include the requirements of this section in the provider's contracts that are paid, in whole or in part, with money from a grant program, and shall require compliance with the requirements of this section in contracts entered into by the provider's subcontractors.

(e) The provider shall promptly comply with state directives necessary to insure compliance with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.110. Civil rights of recipients of services**

(a) The provider shall comply with the requirements of the following federal statutes:

- (1) 42 U.S.C. 2000d (Civil Rights Act of 1964);
- (2) 41 U.S.C. 701 - 707 (Drug Free Workplace Act of 1988);
- (3) 42 U.S.C. 12101 - 12213 (Americans with Disabilities Act of 1990).

(b) The provider shall establish procedures for processing complaints alleging discrimination on the basis of race, religion, national origin, age, gender, physical or mental disability, or other status or condition described in AS 18.80.220 (a)(1).

(c) A provider may not exclude an eligible individual from receiving services under a provider agreement. However, with the department's concurrence, a provider may offer alternative services that meet the identified needs of a particular eligible individual if the health or safety of staff or other recipients of services may be endangered by inclusion of that individual.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.120. Confidentiality**

(a) If a federal or state statute or regulation requires confidentiality in a grant program, the department will establish procedures for preserving confidentiality before the department awards the provider agreement. The department will include the procedures as part of the terms of the provider agreement.

(b) Personally identifiable information obtained from a provider by the department relating to a recipient of services paid for, in whole or part, by the department remains confidential under AS 40.25.120 (a).

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.130. Administrative policies of providers**

(a) A provider shall establish written policies relating to employee salaries and overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the protection of vulnerable or dependent recipients of services, and conflicts of interest. The provider shall apply these policies consistently in the administration of the provider agreement without regard to the source of the money used for the purposes to which the policies relate.

(b) A provider that is a nonprofit organization must establish and adhere to a written policy stating that an employee of the provider may not be a member of the provider's governing board.

**History: Eff. 7/21/2002, Register 163**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.140. Accounting requirements**

A provider shall maintain the financial records and accounts of the provider agreement using accounting principles generally accepted in the United States, in a manner that permits those records and accounts to be audited as prescribed in 7 AAC 81.160.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.150. Reports**

To receive money under this chapter, the provider must, if requested by the department,

- (1) furnish the department with confidential information about the recipients of services paid for, in whole or part, by the department and comply with applicable state or federal statutes and regulations regarding the submission of that information; and
- (2) provide other information the department considers necessary to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes and regulations.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.160. Audit requirements**

(a) The department may conduct an audit of a provider's operations at any time that the department determines that an audit is needed. The auditor may be a representative of the department or an independent certified public accountant. If the provider agreement includes money provided by the federal government or a municipal government, and the federal or

municipal government conducts an audit, the auditor may be a representative of the federal or municipal government or an independent certified public accountant. For an audit conducted under this subsection, the provider shall provide the auditor with reasonable access to the provider's books, documents, papers, and records.

(b) An audit referred to in this section must be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in the most current version of *Government Auditing Standards*, issued by the Comptroller General of the United States.

(c) Within 30 days after a provider receives written notice of an audit report prepared under this section that questions a cost incurred by the provider or otherwise notes an audit exception, the provider shall furnish to the department a response to the question or exception. If the provider fails to respond, or if the department determines that the response does not adequately explain or justify the questioned cost or other audit exception, the department may require the provider to refund to the department the money paid on the questioned cost or other audit exception, as applicable. The provider shall refund the money as specified by the department.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.170. Monitoring and evaluation**

(a) A representative of the department may monitor and evaluate the performance of providers.

(b) The department may enter into a contract with a third party to provide for monitoring and evaluation of provider performance under (a) of this section.

**History: Eff. 7/21/2002, Register 163**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.180. Retention of records**

(a) A provider shall ensure that its records, and the records of each subcontractor under 7 AAC 81.190, are protected and preserved as required by this chapter and other applicable state and federal law. The provider shall safeguard confidential information and ensure that any disclosure of that information is made in a manner that is permissible under applicable state and federal law.

(b) The provider shall retain and preserve financial and administrative provider records, including records of the receipt and disposition of other-source income, for at least three years, subject to the following

(1) the provider shall retain the records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending;

(2) the retention period for each year's records begins on the date of submission to the department of the provider's annual or final financial status report or its equivalent.

(c) The provider shall retain and preserve records that relate directly to the care and treatment of a recipient of services for at least seven years following the termination of services to that recipient, subject to the following:

(1) if the provider or subcontractor is a hospital subject to AS 18.20.085 , the provider shall retain the records in accordance with AS 18.20.085 ;

(2) if the provider or subcontractor is not a hospital subject to AS 18.20.085 , and if a recipient of services is under the age of majority, the records must be kept for at least seven years after the recipient has reached the age of majority or until seven years after the termination of services, whichever is longer.

(d) If records described in this section are transferred under 7 AAC 81.185, any continuing board, officers, or successor organization must protect, retain, and preserve those records as required by this section through at least the applicable retention period that would have applied to those records if they had not been transferred.

(e) After the required retention period, or at any time during the retention period, the provider, or any continuing board, officers, or successor organization must seek approval from the department before destroying the records identified in this section. If the department approves the request, destruction of the records must be done in a manner approved by the department.

(f) The provisions of this section do not apply to records transferred to or maintained by the department. Notwithstanding (e) of this section, the department may request a transfer of the records described in this section to the custody of the department at any time during the retention period established under this section if the department determines that the records possess long-term retention value.



History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170

Authority:	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.185. Transfer of records**

(a) The provisions of this section apply to the records of a provider or a subcontractor that relate to a provider agreement, including the records of each recipient of service under the provider agreement, if the provider's business or organization closes or ceases to exist as a service provider under the provider agreement, or if the records must be transferred for any other reason.

(b) If a provider decides to close or cease to exist as a service provider under a provider agreement, the provider shall notify the department in writing within 48 hours of the decision. A notice under this subsection must

(1) be signed by the provider's board of directors or chief executive officer;

(2) indicate whether the provider will transfer its records to

(A) a continuing board or other officers; or

(B) the department, if no continuing board or other officers will assume the provider's responsibilities, and

(3) include a formal plan for the transfer of records that includes

(A) a description of how and when the provider will notify each recipient of service regarding where the files will be transferred, and how the recipient can continue to receive services and obtain a copy of that recipient's records; the plan for notice under this subparagraph must include those recipients for whom the provider has on file a signed release allowing the recipient's files to be transferred, and those for whom a signed release has not been obtained;

(B) a complete list of all files being transferred; and

(C) a complete list of all recipients of services who will be sent the notice under (A) of this paragraph.

(c) The department may require the provider to transfer its records to a successor organization selected by the department.

(d) Before transfer, the provider must

- (1) box all paper records and ensure that records of minors are in separate boxes from records of adults; and
- (2) contact the department for instructions regarding the most appropriate way to transfer electronic records, including the need for encryption of confidential records.
- (e) Records transferred under this section are subject to 7 AAC 81.180.
- (f) If records are transferred to the department, the department will, at the written request of a recipient of services, copy records to be sent to the recipient's next service provider.

**History: Eff. 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.200. Request for appeal**

- (a) A provider may appeal the following decisions under 7 AAC 81.210:
  - (1) ineligibility decision under 7 AAC 81.060(c) ;
  - (2) disapproval of a provider agreement under 7 AAC 81.060(d) ;
  - (3) a decision to terminate an agreement under the provisions of the provider agreement.
- (b) The provider must submit, within 15 days after receipt of notification of the decision, a written request for appeal to the commissioner. The request must contain the reasons for the appeal and must cite the statute, regulation, or terms of the provider agreement upon which the appeal is based.
- (c) The commissioner will review the request for appeal and, within 15 days after receipt of the request, will advise the appellant of acceptance or rejection of the appeal and, if the appeal is rejected, inform the provider of the reason for the rejection.
- (d) If the appeal is accepted, the commissioner will
  - (1) find that the appeal has merit and remedy the problem by whatever means within the commissioner's authority; or
  - (2) appoint a hearing officer to hear the appeal under 7 AAC 81.210.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.210. Appeal procedures**

- (a) If the commissioner appoints a hearing officer under 7 AAC 81.200(d) to hear an appeal, the hearing officer will set a date for a hearing that is no more than 15 days after the appointment.
- (b) The hearing officer may
  - (1) upon the agreement of the appellant, for good cause shown, or as is otherwise in the interest of the state, extend the time set for the hearing;
  - (2) arrange for the hearing to be held by teleconference;
  - (3) with the agreement of the appellant, review the appeal on the basis of the written submissions of the appellant and the department, without a hearing.
- (c) In a hearing under this section,
  - (1) the hearing officer shall regulate the order of testimony and presentation of the appeal;
  - (2) interested persons may attend, give testimony, or submit written statements;
  - (3) formal rules of evidence do not apply; however, testimony must be given under oath; and
  - (4) the hearing must be recorded and will be transcribed at the request and expense of the person requesting the transcript.
- (d) The appellant has the burden to prove by a preponderance of the evidence that the appellant is entitled to the remedy requested.
- (e) The hearing officer shall provide a written recommendation to the commissioner. The commissioner will
  - (1) accept the hearing officer's recommendation;
  - (2) reject the hearing officer's recommendation and remand the recommendation back to the hearing officer with instructions; or
  - (3) issue a written decision based on the appeal record.
- (f) The commissioner will mail or deliver to the appellant or the appellant's representative a copy of any decision or order the commissioner issues on the appeal.

(g) The commissioner's decision on the appeal is a final administrative decision of the department that may be appealed to the superior court under the Alaska Rules of Appellate Procedure.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.220. Limitation of appropriations**

(a) During each state fiscal year, the department will authorize the payment of costs under a provider agreement only to the extent of money allocated in the state budget for the grant program for that fiscal year.

(b) The department will determine the amount of money, if any, that it will keep in reserve at a particular time, based on the part of the fiscal year that remains and the demand for services of the program that the department expects during the balance of the fiscal year.

(c) If authorized financing for a grant program is less than the amount required to provide service to all individuals who meet applicable eligibility criteria and seek those services, the department will prioritize which individuals will receive services.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**7 AAC 81.950. Definitions**

Unless the context indicates otherwise, in this chapter

(1) "approval" means a written agreement or permission to proceed, signed by the department, in response to a written request from a provider for approval of a proposed action;

- (2) "approve" means to issue an approval;
- (3) "commissioner" means the commissioner of the Department of Health and Social Services;
- (4) "criminal background check" means a report of criminal justice information under 13 AAC 68.300 - 13 AAC 68.345;
- (5) "department" means the Department of Health and Social Services;
- (6) "grant program" means a program established by the department, or created under state or federal law, for which the department awards a provider agreement for the services or activities the provider provides;
- (7) "individualized service plan" means the list of services to be provided to an individual determined according to the individual's strengths and needs without regard to the population as a whole;
- (8) "other-source payments" means payments received by a provider with respect to services provided under a provider agreement, including Medicaid reimbursements and other third-party payments and payments received from or on behalf of the recipient of the services;
- (9) "political subdivision of the state" means a
  - (A) municipality; or
  - (B) regional educational attendance area organized under AS 14.08 and AS 29.03.020 ;
- (10) "provider" means an individual or legal entity, including a state agency or a political subdivision of the state, that provides services under a provider agreement;
- (11) "provider agreement" means an agreement that is entered between the department and a provider for the provision of services under this chapter.

**History: Eff. 7/21/2002, Register 163; am 6/24/2004, Register 170**

<b>Authority:</b>	AS 18.05.040	AS 18.08.010	AS 18.08.080	AS 18.25.100
AS 18.28.010	AS 18.28.050	AS 29.60.600	AS 44.29.020	AS 47.05.010
AS 47.20.075	AS 47.20.110	AS 47.27.005	AS 47.27.050	AS 47.30.477
AS 47.30.530	AS 47.37.030	AS 47.37.045	AS 47.40.041	AS 47.40.120
AS 47.80.130				

**ALASKA DEPARTMENT OF FAMILY AND COMMUNITY SERVICES  
PRIVACY AND SECURITY PROCEDURES FOR PROVIDERS under 7 AAC 81  
PROVIDER AGREEMENT APPENDIX B**

**POLICY:**

This policy and its accompanying procedures are based on the following: (1) DFCS' obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. 1320d – 3120d-8), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act") and their implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule") to protect the privacy and security of protected health information (2) where applicable, the obligations of Providers under HIPAA, HITECH Act and the Privacy and Security Rule; (3) where applicable, the obligations of Providers that are federally assisted alcohol and drug abuse programs and subject to the confidentiality protections of 42 C.F.R. Part 2; and (4) obligations for records retention and transfer of records codified as 7 AAC 81.180 - 81.185.

It is the policy of DFCS that the following procedures be incorporated as terms of DFCS' Provider Agreements. When used in the accompanying procedures, the following terms shall be defined as set forth at 45 C.F.R. Part 160 and 164: "electronic protected health care information," "protected health information," "use," "disclosure," "workforce," "availability," "confidentiality," "integrity," "security," "breach," and "health oversight agency."

**PROCEDURES AND REQUIREMENTS:**

1. Security Practices. The Provider that creates, receives, maintains, or transmits electronic protected health information in its role as a provider shall undertake the following acts regarding such information:
  - a. Ensure the information's confidentiality, integrity, and availability. 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to the Provider in the same manner that such sections apply to DFCS, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to covered entities shall also apply to the Provider and are incorporated into this Privacy and Security Procedures.
  - b. Protect against any reasonably anticipated threats or hazards to the security or integrity of such information, including during its transmission to and from the provider.
  - c. Protect against reasonably anticipated uses or disclosures of such information when the use or disclosure is not required or permitted by law.
  - d. Implement protections that govern the receipt, removal, disposition, and re-use of hardware and electronic media (which includes, but is not limited to hard disks, magnetic tapes, compact disks, videotapes, audiotapes, handheld electronic devices and removable storage devices such as floppy disks, zip disks, and memory cards) that contain or have contained electronic protected health information. In particular, the provider shall:
    - i. Ensure that all hardware used or electronic media developed by the provider through the provision of services under the agreement be cleaned with a wipe utility that prevents the recovery of any information from the device, prior to the hardware or device being re-used, salvaged, surplussed, or disposed.

- ii. For each piece of hardware or electronic media to be re-used, salvaged, surplus, or disposed, furnish a Disposal Assurance Form (attached as Exhibit 1 to these procedures) to the contact person named in the Provider Agreement.
      - e. Ensure that its workforce protect the security of such information.
- 2. Privacy Practices. The Provider that creates, receives, maintains, or transmits protected health information through the provision of services under the Provider Agreement shall undertake the following acts regarding such information:
  - a. Establish physical, technical, and administrative safeguards that prevent the improper use or disclosure of the information, including:
    - i. Designating a person or persons to be responsible for assuring the privacy of the information.
    - ii. Developing and implementing privacy policies and procedures regarding required and permissible use and disclosure of the information. Toward that end, the Provider may only use and disclose protected health information owned by DFCS that it accesses, maintains, retains, modifies, records, stores, receives, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to the Provider and are incorporated into this Privacy and Security Procedures.

To the extent that the Provider discloses protected health information to a third party, the Provider must obtain, prior to making any such disclosure: (1) reasonable assurances from the third party that the protected health information will be held confidential as provided in this Privacy and Security Procedures and only disclosed as required by law or for the purposes for which it was disclosed to the third party; and (2) an agreement from the third party to notify the Provider within one business day of any breach of confidentiality of the protected health information, to the extent it obtained knowledge of the breach.
    - iii. Identifying a contact person responsible for receiving complaints, appropriately investigating, and, if necessary, taking prompt corrective action to cure any deficiencies that result from breaches of security, intrusion, or unauthorized use or disclosure of service recipient information;
    - iv. Permitting the disclosure of the information to DFCS as a health oversight agency (without requiring the authorization of a recipient of services) for purposes of DFCS' determination of compliance with, administration of the terms, or termination of the Provider Agreement, or assignment of services to an approved subcontractor or another provider.
  - b. Take reasonable steps to mitigate the harmful effects of any improper use or disclosure of the information.
  - c. Discipline workforce that violate the Provider's privacy policies and procedures.
  - d. Not coerce, discriminate, or retaliate against any person for exercising his or her rights regarding such information or for reporting any alleged violation of the Provider's privacy policies and procedures.

3. Reporting of Unauthorized Disclosures and Breaches. The Provider that creates, receives, maintains, or transmits protected health information in its role as a service provider under this agreement shall notify DFCS within 24 hours of any suspected or actual breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of protected health information in violation of any applicable federal or state law. The Provider shall use a Notification of Suspected Breach Form (attached as Exhibit 2 to this Privacy and Security Procedures) to the contact person named in the Provider Agreement and to the Privacy and Security Officers of DFCS. The Provider shall identify for DFCS the individuals whose unsecured protected health information has been, or is reasonably believed to have been, breached so that DFCS can comply with any notification requirements if necessary. The Provider shall also indicate whether the protected health information subject to the suspected or actual breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. The Provider will be responsible for complying with any notification requirements under HIPAA, the HITECH Act, the Privacy and Security Rule or other law. The Provider will take prompt corrective action to cure any deficiencies that result in breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. The Provider shall indemnify and hold harmless DFCS for any civil monetary penalty imposed, monetary settlement with, or award of damages against, DFCS for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy and Security Rule that are committed by the Provider or a member of its workforce. Provider shall also reimburse DFCS for all costs incurred by DFCS that are associated with any mitigation, investigation, or notice of breach DFCS undertakes or provides under HIPAA, the HITECH Act, the Privacy and Security Rule, or other applicable law as a result of a breach of DFCS' protected health information caused by the Provider or Provider's agent or subcontractor. The Provider is not an agent of DFCS.
4. Internal Practices. The Provider shall make its internal practices, books and records relating to the use and disclosure of DFCS' protected health information available to DFCS and all appropriate federal agencies to determine DFCS' and the Provider's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
5. Substance Abuse Treatment Records. DFCS is mindful that some Providers are subject to 42 C.F.R. Part 2, because they are in receipt of federal funds for the operation of alcohol and drug abuse services. Such Providers shall undertake the following acts regarding protected health information concerning such programs for which the Provider also receives funding for services from DFCS:
  - a. Protect the confidentiality of alcohol and drug abuse patient records as required by 42 C.F.R. Part 2, including:
    - i. Restricting the use and disclosure of information, whether recorded or not, which would identify a patient as an alcohol or drug abuser, all as permitted or required by 42 C.F.R. Part 2;
    - ii. Providing security for written records as required by 42 C.F.R. § 2.16;
    - iii. Adopting written procedures which regulate and control access to and use of written records, as required by 42 C.F.R. § 2.16(b);
    - iv. Applying the restrictions for disclosures of information with patient consent, as set forth at 42 C.F.R. §§ 2.31 - 2.35; and



- v. Applying the restrictions for disclosures without patient consent, as set forth at 42 C.F.R. §§ 2.51 -2.67.
6. Resolve any conflict between these procedures or any other law in favor of the protection of the confidentiality of alcohol and drug abuse patient records.
7. Retention of Records. The Provider shall undertake the following acts:
  - a. Retain documents relating to the Provider's privacy and security practices for six years.
  - b. Ensure that its records are retained as required by 7 AAC 81.180, which includes the following obligations:
    - i. Retaining and preserving financial and administrative records for services provided under the Provider Agreement, including records of the receipt and disposition of other-source income that are necessary to meet auditing requirements, for at least three years. Such records shall be retained longer, all as set forth at 7 AAC 81.180, if an audit is in progress or audit findings, litigation, or claims involving the records are pending.
    - ii. Retaining and preserving records that relate directly to the care and treatment of a recipient of services for at least seven years following the termination of services to that recipient, subject to the following:
      - (A) Any additional obligations required by AS 18.20.085 for hospital records;
      - (B) If a minor's care is at issue and the provider is not a hospital already subject to AS 18.20.085, retaining and preserving records that relate directly to the care and treatment of a minor for at least seven years after the minor has reached the age of majority or until seven years after the termination of services, whichever is longer.
8. Storage and Transfer of Records.
  - a. If a Provider's business or organization closes or ceases to exist as a service provider under the Provider Agreement, or if the records must be transferred for any other reason, the Provider must notify the contact person named in the Provider Agreement within 48 hours of such decision. The notice shall:
    - i. Be signed by the Provider's board of directors or chief executive officer;
    - ii. Indicate whether the Provider will retain and store its records in an appropriate, secure fashion or transfer its records to a continuing board, or to DFCS; and
    - iii. Include a formal plan for the retention or transfer of records that provides:
      - (A) A description of how and when the Provider will notify each recipient of services regarding where the files will be transferred or stored and how the recipient can continue to receive services and obtain a copy of the recipient's records;
      - (B) A complete list of all files being transferred or stored; and
      - (C) A complete list of all recipients who will be sent the notice.

- b. A Provider that is storing or transferring records must also:
  - i. Box all paper records, ensuring:
    - (A) Financial and operating records are in separate boxes from treatment records; and
    - (B) As it pertains to treatment records, records of minors are in separate boxes from records of adults.
  - ii. Contact the contact person named in the Provider Agreement for instructions regarding the transfer of electronic records.
- c. If the Provider is a federally assisted substance abuse treatment program, the Provider shall follow the procedures for disposition of records set forth at 42 C.F.R. § 2.19. If a specific requirement of 42 C.F.R. Part 2 conflicts with a requirement of these procedures, the Provider shall follow the requirements of 42 C.F.R. § 2.19 as it pertains to any such conflict.

**Exhibit 1 - Appendix B**  
**STATE OF ALASKA**  
**DEPARTMENT OF FAMILY AND COMMUNITY**  
**SERVICES**

**Media Disposal Assurance Form**  
 Grants & Contracts (907) 465-8216

Salvage/Surplus       Destruction       Other: Re-use

**Technical Contact Information**

Provider or Grantee Agency Name:	Provider/Grantee Technician Contact Name:	Phone #:
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**Computer or Drive Information (or attach list)**

Computer Make:	Computer Model #:	Computer S/N #:	Drive Model #:	Drive Make #:	Drive S/N #:
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**Provider/Grantee Authorizing Officer Contact Information**

Provider or Grantee Authorizing Officer Name:	Phone #:	Date:
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**Terms and Conditions**

The Department of Family and Community Services requires all electronic media to be cleaned with a wipe utility that prevents the recovery of any Department data or data acquired in the performance of services on behalf of the Department from the device, prior to being re-used, salvaged, surplused, or disposed of. The Department further requires:

**Re-used/Salvage/Surplus Devices:**

- A three (3) pass random wipe, where each sector of a disk is erased and written to a minimum of three times. A wipe utility that is compliant with the DoD 5220.22-M clearing and sanitization method must be used.
- The Media Disposal Assurance Form signed by the Technician performing the electronic wipe and by the Authorizing Officer of the Provider/Grantee Agency confirming the required action.
- A copy of the completed Media Disposal Assurance Form is submitted to the Grants & Contracts office.

**Disposal of Devices:**

- One of the following approved methods must be used. Please indicate which method was used:
  - A three (3) pass random wipe, where each sector of the disk is erased and written to a minimum of three times.

**Or**

The device destroyed in such a manner that the media is not recoverable.

  - Removal Media – Magnetic Media Cut or Severed
  - Hard drives – Magnetic Platters Drilled or removed and broken
- The Media Disposal Assurance Form signed by the Technician performing the electronic wipe and by the Authorizing Officer of the Provider/Grantee Agency confirming the required action.
- A copy of the completed Media Disposal Assurance Form is submitted to the Grants & Contracts office.

**I hereby certify the terms and conditions for the Media Disposal Assurance has been met for the device(s) listed above.**

Technician Signature: _____	Date: _____
Authorizing Officer Signature: _____	Date: _____

Exhibit 2 - Appendix B  
**NOTIFICATION OF SUSPECTED BREACH**

Provider or Grantee Organization Name: \_\_\_\_\_

Provider or Grantee Address: \_\_\_\_\_

Provider or Grantee Contact Person: \_\_\_\_\_

Provider or Grantee Contact Person's Telephone Number: \_\_\_\_\_

Identify the suspected or actual breach of security, intrusion, or unauthorized use or disclosure of service recipient information (Please be as specific as possible and include names, dates, times, and specific actions or concerns. Use the other side of this form if you need more room. Attach any relevant documents.)

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Attached documents include:

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Identify actions taken or to be taken to remedy the suspected or actual breach:

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APPENDIX C  
RESOLUTION FOR TRIBAL ENTITIES for A PROVIDER AGREEMENT  
RESOLUTION NO. \_\_\_\_\_

WHEREAS, the \_\_\_\_\_ (Name of Alaska Native Entity), a federally recognized tribe (the Tribe) wishes to waive its sovereign immunity, and to enter into a Provider Agreement with the Department of Family and Community Services to provide ENTER PROGRAM NAME services; and

WHEREAS, the State of Alaska, Department of Family and Community Services requires a resolution approved by the entity's governing body that waives the entity's sovereign immunity from suit with respect to claims by the state arising out of the activities related to the Provider Agreement; and

THEREFORE, BE IT RESOLVED THAT, in the event that a ENTER PROGRAM NAME Provider Agreement is executed, the Tribe hereby waives its sovereign immunity and consents to suit in Alaska State Courts or in a state administrative agency proceeding for any cause of action (including any allowable interest, costs and attorneys fees) or claim filed by the state arising out of or related to the Provider Agreement; to enforcement of any court or agency order entered in such action or agency proceeding and to levy and execution of any judgment entered in any such lawsuit or agency proceeding against all property and funds of the Tribe, however held and wherever located. Suits relating to this agreement shall be governed by State law, and allowed solely in State courts or State administrative proceedings unless otherwise required by law.

BE IT FURTHER RESOLVED THAT: \_\_\_\_\_(Name & Title of the Chief Administrative Officer, Chief, President or other authorized Tribal representative) is hereby authorized to negotiate, execute, and administer any and all documents and contracts required to enter into and administer a Provider Agreement on behalf of the Tribe and manage funds on behalf of this entity, including any subsequent amendments to said Provider Agreement.

BE IT FURTHER RESOLVED THAT, this waiver shall remain in effect so long as the Provider Agreement remains in effect, plus the longest records retention period applicable to the Provider Agreement as set forth in the terms of the Agreement or state regulations, plus the expiration of the statute of limitations on any cause of action or claim arising out of or related to the Provider Agreement. The statute of limitations on any cause of action or claims shall begin to run from the end of the records retention period. This waiver includes, but is not limited to, any cause of action or claim related to a demand for reimbursement of funds following an audit.

**For Tribes for which the Tribal Council is authorized to approve Waivers of Sovereign Immunity**

This resolution was adopted at a duly convened meeting of the \_\_\_\_\_  
\_\_\_\_\_(Name of Grant Recipient Entity) on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_. This resolution and waiver complies with all current specific constitutional requirements and constitutional limitations of the tribe and any other tribal ordinances or customs required for the \_\_\_\_\_(Name of Alaska Native Entity) to validly waive its sovereign immunity.

IN WITNESS THERETO:

By: \_\_\_\_\_  
Signature Council or Board Principal Administrative Officer Title

Attest: \_\_\_\_\_  
Signature Clerk or Secretary of Organization Title

**For Tribes Requiring Approval of Waivers of Sovereign Immunity  
by Affirmative Vote of the Membership of the Tribe**

This resolution was adopted at a duly convened meeting of the \_\_\_\_\_  
(Name of Alaska Native Entity) on \_\_\_\_\_, 20\_\_\_\_ after this waiver of sovereign immunity was approved by an affirmative vote of the majority of the entire adult membership of the tribe as required under the tribe's constitution. The membership vote was held on \_\_\_\_\_(date) and the vote was \_\_\_\_\_ in favor and \_\_\_\_\_ opposed. This resolution and waiver complies with all current specific constitutional requirements and constitutional limitations of the tribe and any other tribal ordinances or customs required for the \_\_\_\_\_(Name of Alaska Native Entity) to validly waive its sovereign immunity.

IN WITNESS THERETO:

By: \_\_\_\_\_  
Signature Council or Board Principal Administrative Officer Title

Attest: \_\_\_\_\_  
Signature Clerk or Secretary of Organization Title

**APPENDIX D**  
**FEDERAL ASSURANCES & CERTIFICATIONS for FEDERALLY  
FUNDED SUBRECIPIENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest as a federally funded subrecipient; and review the instructions for certification included in the regulations before completing this form. The Applicant hereby assures and certifies compliance with Title 2 CFR Part 200 Uniform administrative Guidance, all applicable Federal statutes, regulations, policies, guidelines and requirements, Ex. Order 12372 (intergovernmental review of federal programs); and 28 CFR pts. 66 or 70 (administrative requirements for grants and cooperative agreements); as well as all lawful requirements imposed by the awarding agency. The applicant also specifically assures the following:

## 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, (45 CFR Part 93), the applicant certifies that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## 2. CONFLICT OF INTEREST

It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

## 3. ACCESS TO RECORDS

It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

## 4. DRUG-FREE WORKPLACE (APPLICABLE TO APPLICANTS OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for applicants, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

i. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about—
  1. The dangers of drug abuse in the workplace;
  2. The applicant's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant/agreement, the employee will—
  1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the awarding agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant/agreement activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant/agreement;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;



**APPENDIX D**  
**FEDERAL ASSURANCES & CERTIFICATIONS for FEDERALLY FUNDED**  
**SUBRECIPIENTS**

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ii. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant/agreement:

Place of Performance (Street address, city, county, state, zip code)

Check here  if there are workplaces on file that are not identified.

As a condition of the grant/agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant/agreement activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the awarding agency.

**5. CERTIFICATION REGARDING SMOKE-FREE WORKPLACE AND PRO-CHILDREN ACT**

Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or imposition of administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

**6. NONDISCRIMINATION**

The Applicant assures and certifies that:

It will comply (and will require any subrecipients, subgrantees or subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964, (42 U.S.C. § 2000d); The Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07; and Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); 28 CFR, pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations), 45 CFR. § 87.1 (Department of Health and Human Services Equal Treatment for Faith-Based Organizations); and will provide meaningful access to its programs and activities by persons with Limited English Proficiency in accordance with Title VI and the Safe Streets Act.

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward copies of the finding to the Grants Administrator identified as the contact in the Alaska Department of Health and Social Services grant/agreement to which this document is appended, and to the Office for Civil Rights, Office of Justice Programs.

It will provide an Equal Opportunity Program if required to maintain one. For subrecipients receiving less than \$25,000; or subrecipient's agencies with less than 50 employees, regardless of the amount of award, no EEOP is required. Information on civil rights obligations of subrecipients can be found at <http://www.ojp.gov/about/offices/ocr.htm>.

**7. NATIONAL HISTORIC PRESERVATION**

It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**8. IF A STATE OR LOCAL GOVERNMENTAL ENTITY —**

- i. It will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4604 et seq.), and
- ii. It will comply with requirements of the Hatch Act 5 U.S.C. §§ 1501-28 and §§ 7321-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**APPENDIX D**  
**FEDERAL ASSURANCES & CERTIFICATIONS for FEDERALLY FUNDED**  
**SUBRECIPIENTS**

**9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The applicant certifies that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

- i. The applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (i)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- ii. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**10. PRIVACY RUL AND CONFIDENTIALITY OF RECORDS**

- i. The applicant agrees to implement the “Standard of Privacy of Individually Identifiable Health Information (the Privacy Rule) per the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C 1320d et seq. which governs the protection in individually identifiable health information. The Privacy Rule applies only to “covered entities” as defined by the rule, which includes health plans and most health-care providers.
- ii. Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes.

**11. THE SUBRECIPIENT IS SUBJECT TO THE REQUIREMENTS OF THE FOLLOWING:**

- i. Federal Funding Accountability and Transparency Act (FFATA) of 2006, which provisions include, but may not be limited to, a requirement for subrecipients to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- ii. Trafficking Victims Protection Act (TVPA) of 2000, as amended.
- iii. Consolidated Appropriations Act, 2017, Pub. L. 115-31, signed into law on May 5, 2017.
- iv. National Defense Authorization Act of 2013 extending whistleblower protections for contractor employees applies to this grant/agreement. Pub. L. 112-239, as amended.
- v. Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.
- vi. USA PATRIOT Act amends 18 U.S.C. 175-175c and Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

**APPENDIX D**  
**FEDERAL ASSURANCES & CERTIFICATIONS for FEDERALLY FUNDED**  
**SUBRECIPIENTS**

12. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees to comply with all the terms and conditions of award if a grant/agreement is awarded as a result of this application.

1. Applicant Name and Address:

2. Application Number and/ or Project Name

3. Applicant IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature \_\_\_\_\_

6. Date

**If you are not a vendor/do not receive payments from the State of Alaska you will need to register with the State of Alaska to become a new vendor.**

There are two ways to register as a **new** vendor with the State of Alaska:

1. You may register online through the Vendor Self Service (VSS) portal at <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Once on the VSS home page, look to our Job Aids/Registration section, and download the **Create a New Account** job aid in order to start the registration process. Once your profile is established via VSS you will become a new active vendor in the State of Alaska accounting system. Registering via VSS will also allow you to view payments and track/update some of your vendor information directly online.
2. *If you choose not to register as a new vendor through the online VSS portal you must complete a paper State of Alaska Substitute W9 form and mail or fax it directly to the Vendor Help Desk at 907-465-2169. The link to the Substitute W9 is: [http://doa.alaska.gov/dof/forms/resource/sub\\_form\\_w9.pdf](http://doa.alaska.gov/dof/forms/resource/sub_form_w9.pdf). The Vendor Help Desk will register you as a new vendor manually in the State of Alaska accounting system.*

If you have trouble registering via VSS or have general vendor questions please contact the State of Alaska Department of Administration, Division of Finance, Vendor Help Desk at (907) 465-5555, or email [doa.dof.vendor.helpdesk@alaska.gov](mailto:doa.dof.vendor.helpdesk@alaska.gov).