

**State of Alaska, Department of Health and Social Services  
Division of Public Assistance  
Grants & Contracts Support Team  
P.O. Box 110650, Juneau, AK 99811-0650**

## **DISCOVERY & PROFILE SERVICES PROVIDER AGREEMENT**

\_\_\_\_\_, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health and Social Services (DHSS) for the purpose of providing Discovery and Profile services to referred Families First Work Services (FFWS) clients of the State of Alaska's Temporary Assistance Program (ATAP). **By entering into this Provider Agreement, the Provider agrees to all of the following terms and conditions, including all applicable provisions of the Appendices and Attachments, as updated periodically by DHSS:**

### **APPENDICES:**

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06 <sup>1</sup>
- B. AS 47.27.030 Family Self-Sufficiency Services <sup>1</sup>
- C. Privacy & Security Procedures for Providers
- D. Resolution for Alaska Native Entities <sup>2</sup>
- E. Federal Assurances & Certifications

### **ATTACHMENTS**

- 1. Work Services Procedure Manual (WSPM), Addendums  
<http://www.hss.state.ak.us/dpa/features/org/manuals.htm>
  - a. WSPM Addendum 1. Discovery and Profile
  - b. WSPM Addendum 2. Portfolio
- 2. Discovery and Profile Invoice
- 3. Regional Families First Facilitator Contact list
- 4. Technical Assistance Agreement

### **I. PROVIDER ELIGIBILITY**

- A. The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A) and AS 47.27.030, Family Self-Sufficiency Services (Appendix B), as well as all other applicable state and federal laws; 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. Items 1 and 2 must be submitted with each Agreement, accompanied by Items 3 through 7 below for each individual Discovery Specialist who will be performing services under this Agreement.
  - 1. Proof of a Federal Tax ID Number;
  - 2. Current State of Alaska Business License;
  - 3. Valid Alaska Driver's License;

1. Access State of Alaska statutes and Alaska Administrative Code (regulations) at <http://www.law.state.ak.us/doclibrary/doclib.html>.  
2. Required for all Alaska Native Tribal Entities as defined in 7 AAC 78.950(1)

4. Associate Degree in Human Services or a closely related field from an accredited university, OR 24 post-secondary credits in Human Services or a closely related field from an accredited university. Related experience may substitute for all or a portion of the required education on a year to year basis with approval by the Families First Program Manager. Submit copies of transcripts and program descriptions, and/or documentation of the substitute experience along with your signed Provider Agreement and other backup documents.
  5. Certificate of successful completion in Discovery and Profile training through Public Assistance's Regional Families First Facilitator or verified equitable training approved by Families First Program Manager.
  6. Documentation necessary to confirm the satisfactory completion valid criminal history check from the Department of Health and Social Services, Division of Public Health, Background Check Program (see Section X. A.2. of this Agreement).
  7. Submit a completed Discovery Specialist Technical Assistance Agreement with DHSS (Attachment #4) and conform to the requirements included therein.
- B. By submission of the signed Agreement, the Provider further agrees that they will maintain compliance with the following:
1. Facilities, if 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.
  2. Have the capability and agree to meet with clients in a location that is convenient for the client.
  3. During the effective period of this Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required to qualify for providing services to DHSS clients through this Agreement: for the provider agency, all individual staff acting as Discovery Specialist(s), and the facility where services are provided; and to keep current the documentation on file with DHSS to demonstrate compliance.
  4. All services provided by and on behalf of DPA shall be given in a respectful, professional, and positive manner.

## II. REQUIRED TRAINING

The sole Provider or Provider's staff who will be performing the services payable under this Provider Agreement will be referred to herein as a "Discovery Specialist."

A. Discovery training will be held periodically in each region. The training takes place over 3-7 hour days or 21 hours total, and will cover the topics of both Discovery and Profile development. To become a Discovery Specialist, attendance and mastery of training content is required. Mastery must be demonstrated through successful completion of an evaluation using measurable standards for both Discovery and Profile knowledge, and practical skill. Training attendees who pass the evaluation will receive a certificate indicating successful completion of Discovery and Profile training.

The certificate is effective for three years, if the Provider remains active (engaged with at least 3 clients annually) and maintains performance standards for services. Completion of a 4-hour refresher course is also required annually to keep the certificate in active status. If the Provider

fails to maintain the certificate in active status, the Provider Agreement will be terminated, and successful completion of the Discovery training will be required to enter into a new agreement.

B. The Provider will be required to meet and maintain program standards. Upon receipt of the Discovery and Profile training certificate, execution of this Provider Agreement and the Technical Assistance Agreement, the provider will be required to complete formal weekly technical assistance (TA) appointments with the Regional Families First Facilitator (Facilitator). The purpose of TA will be to monitor the Discovery Specialist's adherence to best practice guidance in the provision of Discovery activities and Profile development through the entire Discovery and Profile processes for the first 3 clients referred to that Discovery Specialist. TA will require the Discovery Specialist's awareness and mastery of training plus submission of documentation including the Discovery & Profile Log, Discovery notes, photos, and Profile draft(s) as requested by the Facilitator. The Facilitator will submit to the Discovery Specialist documentation of conclusion of formally required TA. Such documentation will consist of a technical assistance note that confirms successful completion of formal TA, verified by the following (see Attachment 1a, and Attachment 1b): For the first 3 clients, the Discovery Specialist will have:

1. Participated in all steps of Discovery, including all documentation requirements
  2. Completed a Profile (Parts I, II and III) approved by the client, the client's Family Support Team (FST) and Facilitator,
  3. Completed and approved an Employment Plan through the Employment Plan meeting, and
  4. Completed 1 or more Portfolios, that have been approved by the Facilitator.
- At the discretion of the Facilitator, technical assistance may be required to continue as needed after the first 3 clients referred to the Discovery Specialist, or the Provider Agreement may be terminated. If TA is continued, the Facilitator may develop and implement a training plan to target reinforcement of additional skills in order to meet set standards. When skills and performance standards are met and confirmed by the Facilitator, the Discovery Specialist will continue to submit documentation including at a minimum, the Discovery & Profile Log and Profile draft(s) along with the Discovery and Profile Invoice to the Facilitator. The Discovery Specialist must submit additional documentation requested by the Facilitator at any point during the Discovery process and Profile development.
  - Clients will be referred to a Discovery Specialist based on the Discovery Specialist's suitability as a match to the identified client, and the history of Discovery Specialist's and Provider's performance.
  - If the Facilitator has provided additional technical assistance based on a training plan for performance improvement, the Facilitator has the discretion to no longer use the Discovery Specialist for services based on performance.
  - The Discovery Specialist may request informal technical assistance from the Facilitator as needed at any point during the Discovery process and Profile writing, but remains responsible for meeting and maintaining performance standards.

- C. Attendance at Portfolio training, to be offered by the DHSS/Division of Public Assistance, is included in the mandatory TA and is not a prerequisite to becoming a Discovery Specialist. The Discovery Specialist must attend Portfolio training prior to the completion of their first Profile, and participate in the development of their first client's Portfolio.

### III. DESCRIPTION OF SERVICES

The Discovery Specialist will be responsible for assisting FFWS clients seeking to become self-sufficient through employment. Primary duties include carrying out interviews and observational activities with clients that identify their interests, skills, competencies and conditions applicable to meaningful and appropriate employment opportunities. The Discovery Specialist will additionally complete a detailed, written summary called a "Profile" as described in the Work Services Procedure Manual Addendum 1, Discovery and Profile (Attachment 1a).

A Division of Public Assistance (DPA) Families First Facilitator (Facilitator) will contact the Provider to refer a selected client and to coordinate an introductory meeting between the FFWS client, the Discovery Specialist, and the client's Families First Work Services Case Manager. At the introductory meeting, the client will be oriented to the Discovery process, and the initial Discovery appointments between the client and the Discovery Specialist will be scheduled.

Discovery activities will generally occur over a 6-8 week period consisting of 3-6 hours of weekly interaction, not to exceed 20 hours total during the 6-8 weeks (Attachment 1a). The Discovery Specialist will keep detailed notes during Discovery activities in order to accurately describe the client, using strengths-based language in the Profile, a written summary and product of Discovery (Attachment 1a). The period of time for completion of Profile writing will generally not exceed 2 weeks once Discovery activities conclude. Good Cause for a delay in services may be allowed under the following circumstances:

- The Facilitator confirms that the Provider has shown diligence in outreach to the FFWS client, but the client does not participate.
- A planned absence or break is known prior to the beginning of the Provider relationship with the client.
- The client or Discovery Specialist experiences an emergency that delays or interferes with their work together. The Provider must notify the Facilitator within 72 hours of the emergency to seek approval in writing for suspension of services.
- If for any reason the Discovery Specialist cannot perform the duties as outlined they must notify the Facilitator immediately and clearly define the reason for discontinuing services. If this step is missed the Discovery Specialist will be considered in non-compliance and the Provider Agreement may be terminated.
- If a client has been assigned and the Discovery Specialist realizes there may be conflict of interest, the Facilitator must be immediately notified, so the client can be referred to another Discovery Specialist.

The Discovery Specialist will also take photographs during Discovery activities that demonstrate the client's competence. These photographs may be used later in the employment process in the client's Portfolio (Attachment 1b). Additional information about appropriate photographs is included in the Discovery and Profile, and Portfolio training sessions.

The Discovery Specialist will attend meetings as a member of the client's Family Support Team (FST) and will maintain contact with the FST during Discovery, Profile and Portfolio development to confirm FFWS client participation and to consider any circumstances identified that may impact the client's ability to successfully complete the Discovery process, or their Informed Family Self Sufficiency Plan (IFSSP). The FST works collaboratively to coordinate the client's activities, including those required as part of the Discovery process. In addition, some FST members will participate in Discovery interviews conducted by the Discovery Specialist. Throughout the Discovery process, the Discovery Specialist will communicate on a regular basis with the Work Services Case Manager regarding Discovery and Profile progress (Attachment 1a).

For all clients served under this agreement, the Discovery Specialist will attend, at a minimum:

- A. Introductory meeting with the FFWS client, and the Work Services Case Manager.
- B. Scheduled Discovery interviews and observations.
- C. Introductory meeting with the FST after initial visits with the client, an FST meeting to review the Profile, Part II (See Attachment 1a), and the Employment Planning Meeting.
- D. Portfolio development meeting with the Job Developer/Job Coach, the Work Services Case Manager and the client.

#### **IV. CLIENT ELIGIBILITY**

To be referred to a Discovery Specialist, a FFWS client must be eligible for and be receiving benefits under the Alaska Temporary Assistance Program (ATAP). Pre-selected FFWS clients will be referred by the Families First Facilitator (Facilitator) to the Discovery Specialist who best fits with the client's needs and circumstances.

Criteria for client referral to the Discovery Specialist includes:

- A history of life complexities that complicate their ability to obtain or maintain typical labor market employment.
- Sufficient case coordination by the Family Support Team (FST) to alleviate any programmatic requirements that contribute to challenges in the FFWS client and family's progression toward stability.
- Agreement by the FST that Discovery is the next step to support the client's employment planning.

#### **V. BILLING**

Providers submitting claims to DPA for services provided to a client shall include itemized charges describing completed services as prescribed in the Discovery and Profile training. All billing shall be submitted on the Discovery and Profile Invoice (Attachment #2).

Discovery and Profile Invoices must be submitted monthly; no later than 30 calendar days after the provision of services to the Facilitator. Billable services must be fully supported by the activities described in the Discovery and Profile Invoice and must be consistent with documentation submitted to the Facilitator during the Discovery process and Profile development.

All invoices must be initialed by first, the regional Facilitator and then approved by the Division of Public Assistance Policy and Program Development/Families First Program Manager.

**Note:** Section II above describes Technical Assistance requirements. During the Discovery Specialist's work with their first 3 Discovery and Profile clients, invoices must be submitted with associated technical assistance documentation required by the Facilitator. Invoices will be paid monthly. Vendors will be paid for the first three clients while working with the Facilitator.

A maximum of \$1400 will be paid for total Discovery and Profile services to a client:

Service	Amount	How paid
Discovery	\$35/hour not to exceed \$700	As invoiced
Profile	\$500	Upon completed and approved Profile
Meeting participation; Employment Planning, Portfolio Development	\$20/hour not to exceed \$200	As invoiced following confirmed completion of the activity

If the process is not completed through no fault of the Discovery Specialist, i.e. the client becomes ineligible, moves or is otherwise not available to continue the process, services to date will be paid upon invoice and further services to that client will not be compensated.

DHSS is the payer of last resort. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall credit back to DHSS any other-source payments received by the provider.

Except when good cause for delay is shown, DHSS will not pay for services unless the Provider submits a claim within 30 calendar days of the date the service was provided.

Endorsement of a DHSS payment warrant constitutes certification that the claim for which the warrant was issued was true and accurate, unless written notice of an error is sent by the Provider to DHSS within 30 days after the date that the warrant is redeemed.

Providers may submit claims in paper form, or electronically. Refer to Section VII of this document for explicit instructions about the submission of confidential or other sensitive information. Providers will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to DHSS until such information is received by DHSS.

Questions regarding or disagreement with a Facilitator's recommendations or payment approvals can be appealed to the Division of Public Assistance Policy and Program Development/Families First Program Manager.

## **VI. SUBCONTRACTS**

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

## **VII. 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 DHSS, 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 C to this Agreement.

Provider documentation will be maintained in a secure fashion in the DHSS offices.

### **Confidential Reporting Instructions**

To protect the confidentiality of personally identifiable client information, reported electronically, the Provider must first establish the mechanism for a secure file transfer in cooperation with the designated Facilitator (see Attachment 3 to this Agreement for contact information), or other appropriate contact person at DHSS/DPA.

Alternatively, the Provider may submit hard copy information, in a sealed envelope, stamped “confidential” and inside another envelope. This information must be sent by certified, registered or express mail, or by courier service, with a requested return receipt to verify that it was received by the appropriate individual or office. Or the Provider may fax the information to the Facilitator or other appropriate contact person at DHSS/DPA (see Attachment 3 to this Agreement for contact information). Call or email the Facilitator or the Program Contact identified under the DHSS signature at the end of this Agreement to arrange for secure transfer of protected client information.

Confidential reporting is required for the transmission of all documentation completed by the Discovery Specialist for this Agreement. Documentation of completed work must be submitted to the Regional Families First Facilitator according to the instructions above. See Attachment #3 for a list of contacts.

## **VIII. 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 VII of this Agreement. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DHSS 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.

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

The Discovery Specialist will be required to participate in weekly telephonic Technical Assistance (TA) for a minimum of the first 3 clients referred for Discovery and Profile services. Additional TA services may be required at the discretion of the Facilitator or by request of the Discovery Specialist based on identified need. Failure to complete the required TA or failure to meet standards for services as outlined in the Work Service Procedure Manual (see attachments 1a, and 1b) may result in termination of this Provider Agreement.

An acceptable Profile meets the standard outlined in the WSPM Addendum 1; Discovery and Profile (Attachment 1a) as well as in training and associated materials:

- The Profile must describe the necessary attributes that exemplify transferrable skills related to employment.
- The Profile must reflect a positive picture of the FFWS client; highlighting opportunities and success.
- Discovery activities across multiple conditions must be described with sufficient detail to identify potential employment pursuits.
- Complexities or challenges experienced by the client and/or family must be written in a way that directs the FST to identify appropriate strategies to minimize the impact of issues on the FFWS client, their family members, and/or potential employers.
- The FFWS client, the FST and the Facilitator must agree with the final Profile product, inclusive of Parts I, II and III, as defined in the WSPM attachments.

Additional details and assistance are provided in the Discovery and Profile training, through Technical Assistance meetings provided by the Facilitator and the WSPM addendums 1 and 2 (Attachments 1a and 1b).

## **IX. 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, including all Discovery Specialist's records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DHSS before destroying those records in a manner approved by DHSS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DHSS in a manner compliant with 7 AAC 81.185 and Appendix C to this Agreement.

## **X. 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 and 7 AAC 10.900-990. 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 Health and Social Services, Division of Public Health, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://www.hss.state.ak.us/dhcs/CL/bgcheck/default.htm> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free);
  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 DHSS, 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. The Provider agrees to maintain appropriate levels of insurance necessary to the responsible delivery of services under this Agreement, which will include items 1 and 2 below, and may include all the following that apply to the circumstances of the services provided.
1. Worker’s Compensation Insurance for all staff employed in the provision of services under this Agreement, as required by AS 23.30.045. 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 occurrence.
  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 occurrence.
  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.

## **XI. 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.

## **XII. 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 DHSS, 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.

## **XIII. ACCOUNTING AND AUDIT REQUIREMENTS**

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

DHSS 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 DHSS; 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 DHSS 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 DHSS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

## **XIV. LIMITATION OF APPROPRIATIONS**

DHSS is funded with State funds, which are awarded on an annual basis. During each state fiscal year, DHSS 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 DHSS 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.

**XV. INDEMNIFICATION AND HOLD HARMLESS OBLIGATION**

The Provider shall indemnify, hold harmless, and defend DHSS 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 DHSS for a claim of, or liability for, the independent negligence of DHSS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DHSS, fault shall be apportioned on a comparative fault basis.

“Provider” and “DHSS,” as used within this section, include the employees, agents, or Providers who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in DHSS’s selection, administration, monitoring, or controlling of the Provider and in approving or accepting the Provider’s work.

**XVI. 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 DHSS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DHSS to amend this Agreement to ensure compliance with those changes.

**XVII. TERMINATION OF AGREEMENT AND APPEALS**

The Provider agrees to notify DHSS 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 DHSS.

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

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

By my signature below, 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 HEALTH &amp; SOCIAL SERVICES

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**Signature of Provider Representative & Date**


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**Signature of DHSS Representative & Date**


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**Printed Name Provider Representative & Title**


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**Printed Name - DHSS Representative & Title**


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**Provider Contact Name & Mailing Address**


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**DHSS Contacts & Mailing Addresses**


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**PROGRAM CONTACT**

Nathalie M. Stout, Program Manager  
 Division of Public Assistance  
 3600 C Street Suite 460, Anchorage AK 99503  
 Nathalie.Stout@Alaska.gov  
 Ph. 907-269-7874 Fax 907-269-3099

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**Provider Phone Number/ Fax Number**
**ADMINISTRATIVE CONTACT**

Janine Place, Grants Administrator  
 Grants & Contracts Support Team  
 PO Box 110650  
 Juneau, AK 99811-0650  
 Ph. 907-465-5424 Fax 907- 465-8678

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**Provider Email Address**

[Janine.Place@Alaska.gov](mailto:Janine.Place@Alaska.gov)

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**Provider's Federal Tax ID Number**

Providers must identify the business entity type under which they are legally eligible to provide services and are 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)