

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

## **DISCOVERY 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 services to referred Work Services 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-1. Federal Assurances & Certifications

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

### **ATTACHMENTS**

- 1. Work Services Procedure Manual, Discovery Services Addendum
- 2. Discovery Services Training Announcement
- 3. Discovery Deliverables and Rates

#### **I. BACKGROUND AND OVERVIEW**

The Division of Public Assistance (DPA) Work Services Program offers Discovery services to clients to explore options for self-sufficiency including the potential of a job that best suits their life circumstances and family situation. Eligible clients include individuals who have been approved to receive cash assistance under Alaska's Temporary Assistance Program (ATAP). Discovery services are available to clients assigned to receive Families First case management services; designed to meet the needs of clients, and/or their family members that experience complexities or challenges that impact the client's employability. Discovery services, provided by a Discovery Specialist, is just one of many options available to the client to achieve self-sufficiency. Discovery services is a strengths-based model of service delivery and encompasses a continuum of activities. Potential outcomes range from the client's pursuit of a traditional job, to customizing a work situation using job negotiation. The overarching intent of the services provided by the Discovery Specialist under this Provider Agreement is to identify the client's work interests, contributions and conditions necessary to obtain and retain employment. While

this Agreement seeks to provide an overview of the services, the detailed, authoritative source for the delivery of these services is contained within *Attachment 1 - Work Services Procedure Manual, Discovery Services Addendum*.

## II. PROVIDER ELIGIBILITY

- A. Providers may be an agency employing one or more Discovery Specialists, or an individual; however, all Providers and Discovery Specialists must meet the requirements of this agreement.

*Note: In the case of agency, the term Provider refers to the agency. In the case of an individual, the term Provider refers to that individual who is also the Discovery Specialist.*

### 1. Provider Requirements

With the signed provider agreement, the Provider agrees to submit:

- a. Proof of a Federal Tax ID Number;
- b. Current State of Alaska Business License;

### 2. Discovery Specialist Requirements

For each Discovery Specialist covered by this Agreement, the Provider agrees to submit with this signed Provider Agreement:

- a. Valid Alaska Driver's License;
- b. Copies of transcripts to document education requirement, and/or a detailed work history or resume with references as documentation of the substitute experience as outlined below:
  - i. Transcripts proving an 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;
  - ii. Documentation of related experience, which may substitute for all or a portion of the required education on a year-to-year basis with approval by DPA's Discovery Services Coordinator;
- c. Certificate of successful completion meeting the required Discovery services training, Segment 1, in initial Discovery services training determined by DPA's Discovery Services Coordinator (see Section III.A. of this Agreement);
- d. Documentation necessary to confirm the satisfactory completion of a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services (DCHS), Background Check Program (BCP) (see Section XI.A.2. of this Agreement).

**B. Assurances**

By submission of the signed Agreement, the Provider agrees:

1. To abide by the provisions of *Appendix A - 7 AAC 81, Grant Services for Individuals, Revised 6/23/06* and *Appendix B - AS 47.27.030, Family Self-Sufficiency Services, and Attachment 1 - Work Services Procedure Manual, Discovery Services Addendum*, as well as all other applicable laws, regulations, policies and procedures and their subsequent updates.
2. That it has met all requirements of this Agreement.
3. That the 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. That it has the capability and agrees to meet with clients in a location that is convenient for the client, including the home or a community setting.
4. That during the effective period of this Agreement, the Provider agrees to keep current any and all licenses, certifications and credentials required by this Agreement and keep current copies on file with DHSS.
5. That all services provided by and on behalf of DPA shall be given in a respectful, professional, and positive manner.

**III. REQUIRED TRAINING, TECHNICAL ASSISTANCE, AND SERVICE STANDARDS****A. Required Training**

All required training for Discovery Specialists is provided, without charge, by DPA. Training will be held periodically in each region. There are 2 segments of training required of Discovery Specialists in addition to annual refresher courses.

*Note: Potential Discovery Specialist candidates who have established and documented proficiency in equivalent Discovery services training, as evaluated and determined by DPA, will receive training individualized to their level of knowledge and practical skill.*

**1. Segment 1**

Initial Discovery training required by DPA typically takes place over a period of 5 days, not to exceed 32 hours total, covering the following topics:

- Discovery Activities
- Profile Writing
- Employment Planning
- Portfolio Development

Trainees who demonstrate proficiency in the first segment of Discovery training topics will be eligible to receive a certificate indicating successful completion that will allow submittal of the Provider Agreement and provisionally, once authorized, may begin Discovery services.

## 2. Segment 2

The second segment of required Discovery training will be offered within 6 months of Segment 1 training. Training will take place over a period of 2 days, not to exceed 16 hours total, covering the following topics:

- Negotiated Job Development
- Developing Hiring Agreements
- Employment Follow-Up Planning

Authorized Discovery Specialists who demonstrate proficiency in the second segment of Discovery training topics will be eligible to receive a certificate indicating mastery of DPA Discovery services required training, which will allow the Discovery Specialist to proceed to offer services under this Provider Agreement.

## 3. Refresher Courses

Discovery services trainees or authorized Discovery Specialists who have met training requirements will be further required to take a 4 hour refresher course annually (based on fiscal year). Failure to complete the refresher course may result in loss of eligibility to enter into the Provider Agreement or to continue as an authorized Discovery Specialist, to be evaluated and determined by DPA.

Discovery Specialist candidates' proficiency in Discovery services training topics will be evaluated by DPA through measurable standards, including a combination of observation, and written or oral review. The skill level of each Discovery Specialist candidate may require additional training, if appropriate.

*Note: Recipients of training between July, 2012 and June 2013 (FY13) who received a certificate of successful completion of Discovery and Profile training may follow the notation in Section III. A. under this Provider Agreement.*

### B. Technical Assistance

Upon submission of the signed Provider Agreement and all requirements of this Provider Agreement, and authorization by DPA to provide Discovery services, the Discovery Specialist will be required for the first 3 referred clients to complete formal weekly technical assistance meetings with the Discovery Services Coordinator (DSC). *Attachment 1 - Work Services Procedure Manual, Discovery Services Addendum* provides additional details. The purpose of technical assistance will be to monitor the Discovery Specialist's adherence to service procedures, training information, and best practice guidance in the provision of the continuum of Discovery services.

The Discovery Services Coordinator will submit to the Discovery Specialist documentation of conclusion of formally required technical assistance. Such documentation will confirm successful completion of formal technical assistance, verified by the following: For the first 3 clients, the Discovery Specialist will have adhered to all procedures contained in *Attachment 1 -*

*Work Services Procedure Manual, Discovery Services Addendum*, and completed the following with the approval of the Discovery Services Coordinator:

1. All steps of Discovery, including documentation requirements,
2. A Profile (Parts I, II and III),
3. An Employment Plan,
4. A Portfolio (1-3 versions),
5. A Hiring Agreement and/or Negotiated Job Development documentation.

### **C. Service Standards**

The Discovery Specialist will be required to meet and maintain service standards. At the discretion of the Discovery Services Coordinator, technical assistance may be required to continue as needed after the first 3 clients. If technical assistance is continued, the Discovery Services Coordinator may develop, implement and monitor a training plan to target reinforcement of additional skills in order to meet set standards. Likewise, the Discovery Specialist may request informal technical assistance from the Discovery Services Coordinator as needed at any point during the provision of the continuum of Discovery services.

*Note: When skills and performance standards are met and confirmed by the Discovery Services Coordinator, the Discovery Specialist will continue to submit documentation as both required and requested by the Discovery Services Coordinator in accordance with Attachment 1 - Work Services Procedure Manual, Discovery Services Addendum.*

## **IV. DESCRIPTION OF SERVICES**

The Discovery Specialist will be responsible for assisting Work Services clients seeking to become self-sufficient through employment. Primary duties include (see *Attachment 1 - Work Services Procedure Manual, Discovery Services Addendum*) a continuum of services that begin with Discovery:

### **A. Discovery Activities**

Carrying out conversational interviews and observational activities with client that identify their interests, skills, competencies and conditions applicable to meaningful and appropriate employment opportunities.

### **B. Profile Writing**

Based on Discovery findings, complete a detailed, written summary called a "Profile".

### **C. Employment Planning**

Coordinate and facilitate an Employment Planning Meeting and complete a formal Employment Plan, including plans for assisting the client in employment pursuit, including potentially negotiating a customized job.

*Note: It is estimated that the above services (A-C) will generally be completed within 8 weeks of the initiation of Discovery services.*

**D. Portfolio**

Develop a visual Portfolio for use in negotiated job development that includes photos taken during Discovery observations and combines selected photos that are representative of the client's competencies and uses written highlights to describe the client's work contributions.

**E. Negotiated Job Development and Employment Support**

Assist in the client's job pursuit, and potentially negotiating a customized job on behalf of the client, including the provision of development of a hiring agreement and post-hire follow-up support.

*Note: It is estimated that the above services (D-E) will generally be completed within 8 weeks of the completion of the Employment Planning Meeting.*

The Discovery Services Coordinator will contact the Discovery Specialist to refer a selected client. The Discovery Specialist will carry out an introductory meeting to orient the Work Services client to the continuum of Discovery services. Discovery activities include conversational interviews with the client and others to whom the client has given authorization, as well as observation of the client engaged in activities that demonstrate his/her competence.

The Discovery Specialist will keep detailed notes during Discovery activities in order to accurately describe the client. Such notes and knowledge of the client will be incorporated into a comprehensive written summary called a "Profile" using strengths-based language. The Profile summary is considered a product of Discovery. The period of time for completion of Profile writing will generally not exceed 2 weeks once Discovery activities conclude.

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. The Portfolio is used as a visual representation of the client's work contributions, utilized to negotiate employment on behalf of the client.

The Discovery Specialist will communicate regularly with the Work Services Case Manager and attend meetings as part of the continuum of Discovery services (see *Attachment 1 - Work Services Procedure Manual, Discovery Services Addendum*). The purpose of such contact is to ensure the client has supports necessary to complete the Discovery process, to keep the Case Manager informed of issues that may impact the client's participation in Discovery services, and to assist the client toward employment opportunities.

Discovery activities are concluded with an Employment Planning Meeting in which the written Profile is used to guide meeting discussion. The Discovery Specialist coordinates and facilitates the meeting in order to identify the client's primary areas or fields of work interest, contributions and conditions of employment. Meeting discussion results in a written Employment Plan, one option or outcome being to negotiate a customized job.

In preparation for job negotiation, the Discovery Specialist will work collaboratively with the client to develop several versions of the Portfolio geared toward the client's primary areas of work interest. The Portfolio is developed based on the Employment Plan. The Discovery Specialist then assists the client with his/her job pursuit, which may include contact with potential employers to carry out Negotiated Job Development, guided by the Employment Plan.

If a client is offered a position, the Discovery Specialist must complete a Hiring Agreement that includes an employment follow-up plan. Post-hire the Discovery Specialist will meet with the employee and employer on an as needed basis for a minimum of 6 months. Typically, the Discovery Specialist will attend 2-3 follow-up meetings during a 6-month time period to ensure job retention.

*Note: In addition to the above noted tasks, the Discovery Specialist may be requested and assigned to support other local Discovery Specialists to carry out the Employment Planning Meeting, as a note taker for the meeting.*

The Discovery Specialist will provide services in a timely and complete manner, according to each client's plan. Any variation of the projected plan and requirements of this Agreement must receive approval of the DPA, or the Provider Agreement may be terminated.

## **V. CLIENT ELIGIBILITY**

To be referred to a Discovery Specialist, a client must be eligible for and be receiving benefits under the Alaska Temporary Assistance Program (ATAP), and assigned to the Families First (FF) service track under a Work Services Case Manager (CM).

Clients typically benefit from Discovery under circumstances in which it is not easily identifiable why the FF client can't obtain or retain a job. For example, the client may present with (not all inclusive):

- Scattered employment (ex: gaps, multiple changes, focus of type/field of work)
- Chronic history of work dissatisfaction (ex: may be shown by history of work termination or job quit)
- Work interests unclear (ex: client may express confusion about direction of job pursuit, or a lack of motivation to move toward employment)
- Work interests are strong, but client skills do not exhibit ability or skill to match (ex: client has interest in helping others, but lacks social initiative)
- Specific work challenges/needs must be identified (ex: distracted by noises, has negative reaction to busy work settings, requires varied or flexible work hours)

- Skills appear limited, unclear or the client performs inconsistently (ex: limited work history, or employer evaluation is poor)

The client must show:

- Ability to follow through on appointments, either independently or with support
- The client's current life circumstances are deemed manageable to include work pursuit
- Continued challenges with employment (WSPM 1023-3, 2)
- No active legal issues involving a violent crime and no current issues with alcohol abuse or illegal drug use

## **VI. BILLING**

Providers submitting invoices to DPA for services provided to a client shall include itemized charges describing completed products and services as prescribed in the Attachment 1, Discovery Services Addendum and Discovery services training. All billing shall be submitted on the Discovery Services Invoice. In addition, all invoices must have an attached or included, a corresponding Discovery Services Log. These documents and other documents are available through the Discovery Services Coordinator.

Discovery Services Invoices and the Discovery Services Log must be submitted on a calendar month basis and be received by the Discovery Services Coordinator no later than 10 calendar days after the end of each calendar month in which billable services or products were completed. Bills submitted beyond that time may be denied. Billable services must be fully documented in the Discovery Services Invoice and must be consistent with other required or requested documentation submitted to the Discovery Services Coordinator. All invoices must be approved by the Division of Public Assistance for payment.

*Note: Section III above describes technical assistance requirements. Technical assistance hours spent with the Discovery Services Coordinator are not considered billable time.*

The rates and deliverables are indicated in *Attachment 3 – Discovery Deliverables and Rates*. This information may be changed periodically. Pending rate changes will be announced a minimum of 60 days prior to the date of change.

If the Discovery Specialist has been notified that the client is no longer eligible for Discovery services, any services conducted by the Discovery Specialist for that client beyond the date of notification will not be paid.

DHSS is the payor of last resort. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider agency or Discovery



Specialist must credit back to DHSS any other-source payments received by the Provider or Discovery Specialist.

Once a warrant for a bill has been settled, the Provider has 30 calendar days to protest the amount of the payment. If no protest is made within that 30 day period, the amount of the payment is assumed to be correct.

Provider agencies or Discovery Specialists may submit invoices in paper form, or electronically. Refer to Section VIII of this Provider Agreement for explicit instructions about the submission of confidential or other sensitive information. Provider agencies and Discovery Specialists 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 appeals of the Discovery Services Coordinator's recommendations or payment approvals can be appealed to the Chief of Policy & Program Development Team, Division of Public Assistance, Department of Health & Social Services, PO Box 110640, Juneau AK 99811-0640.

## **VII. SUBCONTRACTS**

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

## **VIII. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION**

The Provider agency and Discovery Specialist 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 agency or Discovery Specialist 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 agency and Discovery Specialist acknowledges and agrees to comply with the procedures set forth in *Appendix C - Privacy & Security Procedures for Providers*.

All Provider agency and Discovery Specialist submitted 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 agency or Discovery Specialist must first establish the mechanism

for a secure file transfer in cooperation with the Discovery Services Coordinator identified in this Provider Agreement.

Alternatively, the Provider agency or Discovery Specialist 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. The Provider may fax the information to the Discovery Services Coordinator identified in this Provider Agreement. Call or e-mail the Discovery Services Coordinator 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 Discovery Services Coordinator according to the instructions above.

## **IX. REPORTING AND EVALUATION**

The Provider agency and Discovery Specialist agree 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 VIII of this Agreement. The Provider agency and Discovery Specialist agree to submit any reporting information required under this Provider 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 agency and Discovery Specialist agree 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 agency and Discovery Specialist 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 services. Additional TA services may be required at the discretion of the Discovery Services Coordinator or by request of the Discovery Specialist based on identified need. (see section III in this Agreement). Failure to complete the required TA or failure to meet standards for services as outlined in *Attachment 1 - Work Services Procedure Manual, Discovery Services Addendum* and described in Discovery services training materials may result in termination of this Provider Agreement.

## **X. RECORD RETENTION**

The Provider agency and Discovery Specialist will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 Retention of Records and with *Appendix C - Privacy & Security Procedures for Providers*. Upon request, the Provider agency and Discovery Specialist agree to provide copies of records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider agency and Discovery Specialist will seek approval and instruction from DHSS before destroying those records in a manner approved by DHSS. In the event a Provider 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 - Privacy & Security Procedures for Providers*.

## **XI. ADMINISTRATIVE POLICIES**

- A. Regardless of whether a Provider is an agency or an individual, the Provider must demonstrate:
1. Compliance with AS 47.05.300-390 Criminal History; Registry ,and 7 AAC 10.900-990 Licensing, Certification, and Approvals. 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 Health Care Services (DHCS), 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://abcs.dhss.alaska.gov> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free);
  2. 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;
- B. If the Provider is an agency, it 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 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.
- C. Regardless of whether a Provider is an agency or an individual, the Provider must demonstrate that is has in place, and agrees to maintain, the following levels of insurance:

1. 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.
  2. 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.
- D. If the Provider is an agency, the Provider must demonstrate that is has in place, and agrees to maintain, the following levels of insurance:
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.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

The Provider agency 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 Unlawful Employment Practices; Exception, and 7 AAC 81.100 Equal Employment Opportunity. 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 agency 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 agency shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

## **XIII. CIVIL RIGHTS**

The Provider agency or Discovery Specialist 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 agency or Discovery Specialist 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 agency or Discovery Specialist 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.

#### **XIV. ACCOUNTING AND AUDIT REQUIREMENTS**

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

DHSS may conduct an audit of a Provider agency's or Discovery Specialist'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 agency or Discovery Specialist will afford an auditor representing DHSS or other agency funding the agreement, reasonable access to the Provider agency's or Discovery Specialist's books, documents, papers, and records if requested. Audits must be conducted in accordance with the requirements of 7 AAC 81.160 Audit Requirements; including the requirement for a Provider agency or Discovery Specialist 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.

#### **XV. 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.

#### **XVI. 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 or Discovery Specialist 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”, “Discovery Specialist” 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.

#### **XVII. 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.

#### **XVIII. 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 II 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 Request for Appeal. 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

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.

**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)

**PROVIDER**

**DEPT. OF HEALTH & SOCIAL SERVICES**

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

\_\_\_\_\_  
**Darla Madden, Chief,  
 Grants & Contracts Support Team**

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

**DHSS Contacts & Mailing Addresses**

**Provider Contact Name & Mailing Address:**

**PROGRAM CONTACT**

Melanie Reif,  
 Discovery Services Coordinator  
 DPA Policy & Program Development Team  
 201 Katlian St Ste 107 Sitka AK 99835  
 Phone 907-747-5533  
 Fax 907-747-8224  
 Cell 907-738-4570  
[melanie.reif@alaska.gov](mailto:melanie.reif@alaska.gov)

**Provider Phone Number/ Fax Number:**

**ADMINISTRATIVE CONTACT**

Stephen Bower, Grants Administrator  
 Grants & Contracts Support Team  
 PO Box 110650  
 Juneau, AK 99811-0650  
 Phone 907-465-6924  
 Fax 907- 465-8678  
[stephen.bower@alaska.gov](mailto:stephen.bower@alaska.gov)

**Provider's Federal Tax ID Number:**

**Provider Email Address:**