

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

FASD CASE MANAGEMENT SERVICES

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing FASD case management services to individuals previously diagnosed with FASD by a FASD team supported by a state provider agreement, for the State of Alaska's FASD Case Management Services Program. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the following Appendices and Attachments:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- C. Privacy & Security Procedures for Providers
- D. Resolution for Alaska Native Entities

ATTACHMENTS

- 1. FASD Case Management Forms Instructions
- 2. Case Management Record of Contact
- 3. FASD Case Management Invoice
- 4. Community Referral Form
- 5. Family Service Plan
- 6. Data Collection
- 7. Data Collection Forms
- 8. Release of Information

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 to the **Administrative Contact** listed in the Agreement.

- A. Proof of a Federal Tax ID Number;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DHSS must provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement using Appendix D;
- D. Necessary credentials for service personnel, such as copies of valid and current certifications or licenses;
- E. Documented proof of education and training, experience and agency policies that are necessary for eligibility determination;
 - 1. Providers must have, at a minimum, a bachelor's level degree in social work or a related clinical field, or applicants may substitute successful completion of the University of Alaska, Fairbanks Rural Human Service Program (RHS) and/or Human Service Associate Degree

¹ "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.

- program for the required bachelor's level degree, in addition to at least 5 years of paid professional experience working with individuals with FASD in a treatment, diagnostic, or medical context.
2. Providers must have at least 2 years of experience working with individuals with FASD in a professional treatment (mental health, developmental disabilities, special education), diagnostic, or medical context.
 3. If already completed, documentation of completion for FASD 101 and/or 201, and University of Washington course.
 4. The provider must complete the FASD Into Action training within 4 months of signing the provider agreement. If the training is unavailable in the provider's community, the provider will need to make special arrangements with the DHSS Program Manager.
- F. Applicants must provide a resume and cover letter that demonstrates they have effectively worked with individuals and families, demonstrating the capacity to provide all core elements of case management including client needs assessment, development of the individualized Family Service Plan (Attachment 5), implementation, coordination, and reassessment of client needs later in the therapeutic relationship.
- G. Applicants must provide three professional letters of recommendation from service providers within your community.

By submission of 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 DHSS clients through this Agreement, and to keep current the necessary documentation on file with DHSS to demonstrate compliance.
- D. The Provider agrees they are not currently a member of an FASD Diagnostic Treatment Team.
- E. The Provider further agrees they will meet monthly with the diagnostic team coordinator or another designated diagnostic team member for clinical review of the case management work, when they have active cases on their caseload.
- F. All Providers must participate in monthly FASD case management teleconferences hosted by the DHSS Program Manager. Additionally, Providers must participate in other state-required meetings and trainings as these opportunities become available.
- G. All Providers will be required to complete the FASD 101 and FASD 201 training prior to providing case management services to the target population. Both the FASD 101 and 201 training must be taken in a face to face format, and not online. If the Provider has completed the FASD 101 and/or FASD 201 training within six months prior to signing the Provider Agreement, they can waive this requirement once they have submitted documentation of course completion.
- H. Providers must also complete the University of Washington 4-digit diagnostic code training online within three months of signing the Provider Agreement. This training provides a strong foundation in the diagnostic process, along with information on the primary features of FASD. More information on this training can be found at <http://depts.washington.edu/fasdprn/htmls/online-train.html>
 1. The provider must complete the FASD Into Action training within 4 months of signing the provider agreement. If the training is unavailable in the provider's community, the provider will need to make special arrangements with the DHSS Program Manager.

II. DESCRIPTION OF SERVICES

Case management has been identified as the primary purpose of this provider agreement because the primary characteristics of FASD often inhibit an individual from accessing needed services in a community, even when the treatment services are available and funded. Individuals with FASD often have difficulty following through with referrals, maintaining a schedule, and coordinating services.

Clients who have received a diagnosis from a FASD Diagnostic Team with a provider agreement within the three years of their referral to the FASD Case Management Program are eligible for case management services. Clients who have received a diagnosis more than three years before their referral for case management service may be offered said services at the discretion of the DHSS Program Manager.

Case management means a supportive, rehabilitation service provided to recipients in the target population that assists the recipient and their family in the access and coordination of needed medical, psychiatric, mental health, educational, vocational, social-supports, or community-based services, related assessments, and post-diagnosis follow-up activities.

There may be more than one FASD case manager in the community. Individuals and families may choose the case manager who provides services.

The services offered under the umbrella of case management must meet the criteria outlined in the regulations 7 AAC 43.1990 Definitions, for “care coordination” and “case management.” The Department will pay a behavioral health provider for case management for a recipient or recipient’s family, only if it is for one of the following purposes:

1. coordinate assessments, treatment planning, and service delivery;
2. provide linkage between the recipient and other needed services, which include but are not limited to medical, mental health, substance abuse, physical therapy, occupational therapy, speech and language therapy, and educational services;
3. provide advocacy and support to the parents and foster parents of a child with an FASD.
4. provide overall advocacy and support for the recipient’s social, educational, legal, and treatment needs.

The department will not pay a case manager for the following;

- (1) travel to or from a meeting;
- (2) time spent in or preparing for a meeting;
- (3) serving as a member of an interdisciplinary team;
- (4) writing or monitoring a behavioral health treatment plan;
- (5) any case management services provided by a family member or foster parent of the recipient.

Case management may be provided within the home, workplace, school, or any other appropriate community setting.

Case management does not require the recipient to be present and may be provided at the same time the recipient is receiving another service. This means that contact with other service Providers in the interest of the client can be billable as long as it does not exceed 25% of the billable hours. The case manager shall develop a Family Service Plan (FSP) in conjunction with the client, family, and other diagnostic team members involved to identify needs, goals, outcomes, objectives, and issues identified during the diagnosis. This FSP will be completed collaboratively with the client, their family, and any other people important to the client’s recovery. The FSP will be reviewed and revised every six months. Please see the Family Service Plan (FSP) template, Attachment 5.

Case managers are encouraged to use Person-Centered Planning in developing the FSP with the client and their family. Person-Centered Planning recognizes that traditional models of planning for service provision have operated *around* the individual receiving the service, with professionals (such as doctors, psychiatrists, nurses, support workers, care managers, occupational therapists, and social workers) making decisions regarding the types of support received. Traditional models have also focused on the person's deficits and negative behaviors, labeling the person and creating a disempowering mindset from the start.

Person-Centered Planning offers an alternative to such models, striving to place the individual at the center of decision-making and treating family members as partners. The process focuses on discovering the person's gifts, skills and capacities, and listening for what is really important to the person. It is based on the values of human rights, independence, choice and social inclusion, and is designed to enable people to direct their own services and supports in a personalized way rather than attempting to fit within pre-existing service systems.

DHSS will provide case managers training in Person-Centered Planning within the first six months of their Provider Agreement.

Each increment of billable case management activity must be recorded on the Case Management Record of Contact (Attachment 2). This form will document both the type of case management service that has occurred and will track the events of each case management encounter and what the next steps will be. The original copy containing the clients identifying information will be kept by the case manager. This copy will remain in the auditable file of the case manager. The case manager will be given a file template and will maintain each client file to that standard.

Referral is one of the core tasks of the case manager, as many individuals with FASD have difficulty reaching out to and keeping track of the treatment services they need. Case managers will also be required to complete a FASD Case Management Community Referral Form (Attachment 4) for each referral they make with a client. A hard copy of this form will be kept in the auditable case management file for each client.

At the time of billing, case managers may hand deliver invoices and records of contact or send them through certified mail. The case manager may also use Direct Service Messaging (DSM) to submit the referral record along with the invoice for that month. The case manager will note the status of each referral completed by resubmitting the referral form with the 'three-month follow up' section completed. This will be submitted no later than the third billing cycle from the original referral date. The accurate tracking and rate of follow up on all referrals is one of the key components of the FASD case manager evaluation plan. More information about Direct Service Messaging (DSM) can be found in Section IV BILLING.

When making a referral for a client to other community services, case managers must be mindful of maintaining HIPAA regulations and get client consent if the case manager is to share identifying or sensitive information with another service provider. The case manager will have the client (or their legal representative) sign a release of information form before sharing any identifying or confidential information with another agency.

Case managers will also be expected to have their clients participate in data collection for the DHSS by completing the Data Collection tools detailed in Attachment 7: the Client Status Review (CSR), the Alaska Screening Tool (AST), and the Client Satisfaction Survey. Please see (Attachment 7) Data Collection Forms for examples of these DHSS data collection measures.

INSTRUCTIONS FOR SUBMITTING A CLAIM TO THE STATE FOR PAYMENT:

At the time a client is enrolled with a case manager, that client will receive a unique case number from the State. In order to submit a claim to the State for payment, the case manager must submit the following to the **Program Contact**:

- i. Case Management Record of Contact (Attachment 2)
- ii. Billing Record (Attachment 3)
- iii. FASD Case Management Community Referral Form (Attachment 4)

Please see Section VI. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION for submission procedures, and (Attachment 1) FASD Case Management Forms Instructions, for completion of all the required forms.

Training on billing and data collection will be offered by DHSS monthly or as needed.

III. CLIENT ELIGIBILITY

Any individual who has received an FASD diagnosis statewide; AND was diagnosed with FASD within the three years prior to referral to the case management program will be eligible for FASD case management services. Individuals of any age may be eligible for case management services.

IV. BILLING

Providers submitting claims to DHSS for services provided to a client shall include itemized charges describing only the DHSS approved services.

Case management services (as defined, under section II. DESCRIPTION OF SERVICES) will be billed in 15 minute increments and reimbursed at a rate of \$64.00 per hour. No more than 180 hours of case management services can be reimbursed for each recipient per fiscal year. This equates to roughly 3.75 hours of client contact per week each year.

DHSS is the payer of last resort. If applicable to the services provided under this agreement, the Provider will have a Medicaid Provider Number and will make reasonable effort to bill all eligible services to Medicaid or any other available sources of payment before seeking payment through this provider agreement. Clients seen through DHSS funded services will not be charged any sliding-scale fee, deductible, co-pay or administrative fee for covered services.

Clients with a primary payer source such as private insurance or Medicaid are eligible to be enrolled in the services described in this agreement if they meet the client eligibility requirements. The Provider must bill the primary source first, and submit an Explanation of Benefits noting denial of payment for services if payment is being sought from DHSS for clients with a primary payer source. 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 days of the date the service was provided. DHSS is the payer of last resort; therefore determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

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 cashed.

Providers may submit claims in paper form, or electronically. Refer to Section VI 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.

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 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.

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. DHSS has recently adopted a platform called Direct Service Messenger (DSM), which meets HIPAA requirements for data encryption. Do not, under any circumstances, send Electronically Protected Health Information (EPHI) or other sensitive data in email. In order to transfer these files in a HIPAA-compliant manner, the Provider must use DSM. Additionally, DSM must be used **only** for the transfer of EPHI or other sensitive data, and not for other communications. More information on DSM is available through the DHSS IT Help Desk.

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. Call or email the Program Contact identified under the DHSS signature at the end of this Agreement to arrange for secure transfer of protected client information to be reported directly to your DHSS Program Contact.

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 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 representative's 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 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.

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 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 in compliance with 7 AAC 81.185 and Appendix C 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 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.html> 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.

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 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.

XII 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.

XIII 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.

It is the Division's intention to fund \$300,000 per fiscal year for FASD Case Management (CM) services. While we expect these funds to cover all fiscal year, if it appears the funds will run out before the year is complete, a notice will be sent to all approved providers notifying them that funding of services will cease. Once the next fiscal cycle begins, providers will be able to resume billing for FASD Case Management services.

XIV 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.

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 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.

XVI 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' 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 DHSS.

This Agreement remains in force until the Provider or DHSS 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 HEALTH & SOCIAL SERVICES

Signature of Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Darla Madden, Chief, Grants and Contracts
Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT
Genevieve Casey, Program Manager
 Division of Behavioral Health
 P.O. Box 110620
 Juneau, AK 99811-0620
 (907) 465-4984
Genevieve.Casey@alaska.gov

Provider Phone Number(s)

ADMINISTRATIVE CONTACT
Victoria Gibson, Grants Administrator
 Grants & Contracts Support Team
 PO Box 110650
 Juneau, AK 99811-0650
 (907) 465-4738
Victoria.Gibson@alaska.gov

Provider Email Address

Provider's Federal Tax ID 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)