



**STATE OF ALASKA**  
**Department of Health and Social Services**  
**Division of Public Assistance**

**Fee Agent Provider Agreement**

This is an agreement between, \_\_\_\_\_, Fee Agent, and the Division of Public Assistance, Department of Health and Social Services. Under the authority contained in AS 47.05.010(13), the Fee Agent has volunteered to serve as a local Division agent. It is expressly understood and agreed by the parties to this agreement that the Fee Agent is not an employee of the State of Alaska and has volunteered to perform work as set forth in Article I below. Since the Fee Agent is not an employee of the State of Alaska, the State will not withhold money from the Fee Agent's check to cover any possible tax liability. Fee Agents are not permitted to receive payments or any type of compensation from any individuals seeking services from the Division of Public Assistance.

This agreement is valid for a period of two (2) years. The term of the agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_ (*completed by Division of Public Assistance*). At the expiration of this agreement, if the interested party wishes to remain enrolled as a Fee Agent, the party must complete a new Fee Agent Provider Agreement and required training.

If the person applying to become a Fee Agent works for an entity that is also a Fee Agent, the individual must be evaluated and certified independent from the entity prior to completing any Fee Agent work.

**Article I – Services to be Performed**

As a Fee Agent, I agree that I will:

1. Assist all persons in my area who wish for my help in applying or reapplying for the Alaska Temporary Assistance Program (ATAP), Food Stamp Program (FS), Medicaid (ME), General Relief Assistance (GRA), Chronic and Acute Medical Assistance (CAMA), Senior Benefits (SB), Heating Assistance Program (HAP) and Adult Public Assistance (APA). I agree to do this without discrimination in any way because of a person's race, color, sex, age, religious creed, national origin, disability, political beliefs, or family relationship.
2. Obtain documents and verify all information required to complete a Public Assistance application as set out in the Fee Agent Manual.
3. Submit a Fee Agent Interview Report with each application that summarizes all information taken during the interview. (For HAP applications, complete the Fee Agent portion of the HAP application form.)
4. Make sure all required signatures and information on the application and other forms are correct to the best of my knowledge and belief.

5. Conduct interview with each applicant by the following day. I agree not to allow anyone to interview the applicant or to complete, sign and submit the Fee Agent Interview Report on my behalf. By signing the Fee Agent Interview Report, I hereby attest that I completed the interview with the applicant. Mail, scan or fax the application, Fee Agent Interview Report, and other documentation immediately after the interview.
6. Ensure to not keep or store any confidential client information or documentation.
7. Submit the Fee Agent Monthly Billing Report Form to the public assistance office no later than the 10<sup>th</sup> of the following month for timely payment. Billings received after the 10<sup>th</sup> of the month will be paid the following month. If billings are habitually late or not submitted until future months, the Division may decide to terminate the Fee Agent contract due to late submittals and not meeting contractual obligations. I agree to submit the billing as instructed, showing the names and details for each application taken by me during the month. I agree not to allow anyone to complete, sign and submit the Fee Agent Monthly Billing Report Form on my behalf. By signing the Fee Agent Monthly Billing Report, I hereby attest that I interviewed and/or assisted the applicant(s) listed on the form.
8. Choose a location at which I will provide Fee Agent services.
9. Select the hours during the week in which I will provide Fee Agent services.
10. Provide my own transportation as needed.
11. Complete and submit a Fee Agent Update Form (FA 36) if I have changes in my mailing address or telephone. Respond to any and all correspondence mailed to me by the Division of Public Assistance within the noted deadline date and participate in any training sessions offered to me by the Division of Public Assistance.

## **Article II – Consideration**

For the above volunteer work, the Division of Public Assistance agrees to:

1. Pay an honorarium of:
  - a. \$25 for ATAP, FS, APA-ME, CAMA, GRA, and APA applications using the Application for Services (Gen 50C);
  - b. \$25 for combinations of programs using the Application for Services (Gen 50C);
  - c. \$15 for Heating Assistance Application (HAP 1), Senior Benefits Application (Gen 152); and MAGI Medicaid only (GEN 50C)
  - d. \$15 for redetermination of applications using the Eligibility Review Form (Gen 72).
  - e. \$5 for proof of hours worked from employer for Temporary Assistance applicants and recipients.
2. Provide instructions to the Fee Agent before accepting applications; provide additional training as needed at no cost to the Fee Agent.
3. Provide postage and accept collect calls from the Fee Agent related to processing of the Division's applications, as instructed in the Fee Agent Manual.

### **Article III – Period of Performance**

This agreement is effective when signed by both parties and shall remain in full force and in effect for the length of period identified in the agreement or until terminated by one or both parties prior to the end of the agreed period.

### **Article IV – Termination**

This agreement may be terminated or canceled at any time by either party.

The Fee Agent agrees to give notice of termination to Division of Public Assistance for any reason whatsoever or without giving any reason at all, and provide the Division of Public Assistance 15 days advance written notice.

The Division of Public Assistance may terminate this agreement if:

1. The Fee Agent fails to comply with the agreement.
2. The Fee Agent relocates to another location or service area.
3. The Fee Agent is convicted of fraud in a court hearing, judged to have committed fraud in an administrative disqualification hearing, or sign a waiver of the right to a disqualification hearing with the Division of Public Assistance.
4. The Division of Public Assistance receives numerous complaints about the services provided by the Fee Agent.
5. The Fee Agent consistently shows inadequate work in completing the Fee Agent Interview Report.
6. The Fee Agent makes false reports on the Fee Agent Monthly Billing Report Form or on the Fee Agent Interview Report.
7. The Division of Public Assistance loses contact with the Fee Agent.
8. The Division of Public Assistance determines a need to terminate the agreement due to administrative reasons.

The Division of Public Assistance agrees to give the Fee Agent 15 days advance written notice when terminating this agreement.

### **Article V – Certification**

I, \_\_\_\_\_, enter into this agreement with the full knowledge that:

1. I am not a retail vendor of general merchandise, and not a member of the immediate family of a person who is so engaged. "A member of the immediate family" means spouse, child, parent, brother, sister, parent-in-law, brother-in-law, or sister in-law (Authority: AS 47.05.010(13)); or
2. I am a volunteer and not an employee of the State of Alaska, Department of Health and Social Services; or

3. I will not receive compensation for any Medicaid applications that are submitted while assisting individuals as a hospital staff member who is approved to make HPE (Hospital Presumptive Eligibility) determination. Hospital staff members making HPE determinations are prohibited from receiving compensation outside of their hospital wages when assisting individuals with the submission of an application for Medicaid as required by the HPE process. However, if other programs (Food Stamps, Alaska Temporary Assistance, etc.) are requested on the same GEN 50C application as the Medicaid, I will receive compensation for those programs only as long as I performed the services identified under Article I.
4. I will not allow anyone to interview the applicant listed on the Fee Agent Monthly Billing Report Form or the Fee Agent Interview Report on my behalf. Also, I will not allow anyone to complete, sign, and submit the Fee Agent Monthly Billing Report Form or the Fee Agent Interview Report on my behalf. I will submit all applications, reports and forms directly to the Division of Public Assistance myself.
5. I must complete an application (Fee Agent Application FA 50), have a signed and valid contract (Fee Agent Provider Agreement FA 33) on file, and complete the Fee Agent training by the Division of Public Assistance to be certified as a Fee Agent. I understand that I must be certified as a Fee Agent by the Division of Public Assistance to interview the applicant, and to complete, sign, and submit the Fee Agent Monthly Billing Report Form or the Fee Agent Interview Report to the Division of Public Assistance.

#### **Article VI – Confidentiality and Conflict of Interest**

There are very specific laws and regulations that protect information about Division of Public Assistance applicants and recipients. All information about an applicant or recipient is private or confidential most especially health care information. The Health Insurance Portability and Accountability Act (HIPAA) provide individuals with certain rights about how their health care information is used and disclosed. Information that is protected by HIPAA includes any information about an individual's medical or mental health condition.

As a Fee Agent, I agree that I will not give any information about Public Assistance applicants and recipients to anyone, or discuss it with anyone (including any other Fee Agents), except those who are employed with Division of Public Assistance.

Further, I understand that if I use any information I get through my Fee Agent position for personal gain that I can be prosecuted for "conflict of interest". Fee Agent who is found guilty of this conflict commits a Class-A misdemeanor and a conviction could result in up to one year in jail or a fine of up to \$5,000, or both (Authority: AS 47.15.030, 11.56.850, and 11.81.900).

By signing this agreement, I certify that I have been informed of and agree to the law and practice regarding conflict of interest and protection of privacy (Authority: AS 47.05.020 and AS 47.05.030).

**Volunteer Fee Agent**  
Please complete ALL sections

\_\_\_\_\_  
Fee Agent's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you currently working for an agency  
that provides fee agent services to DPA?  
**Yes** or **No** (please circle)

If yes, which agency?  
Name: \_\_\_\_\_  
EIN: \_\_\_\_\_

Distribution:  
Scan copy to Fee Agent Billing Coordinator/Field Services Unit  
Copy to Fee Agent  
Original to Division of Public Assistance Office File

**Division of Public Assistance**  
Do not sign and submit until after Fee Agent  
training is completed.

\_\_\_\_\_  
Division Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
District Office / Region

Date Fee Agent training completed:  
\_\_\_\_\_

Fee Agent Start Date:  
\_\_\_\_\_

Agreement Expiration Date:  
\_\_\_\_\_

Termination date and reason:  
\_\_\_\_\_