



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.

Article I – Services to be Performed

As a Fee Agent, I agree that I will:

1. Assist all persons in my area who wish 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. This includes verifying that I have seen the original or certified copies of citizenship and identity documents for the Medicaid program.
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 within two days. Mail or fax the application, Fee Agent Interview Report (FA 1), and other documentation immediately after the interview. If unable to interview within two days, mail or fax application immediately.
6. Ensure to not keep or store any confidential client information or documentation.
7. Submit the Fee Agent Monthly Billing Report Form (FA #48) to the public assistance office as instructed, showing the names and details for each application taken by me during the month.
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. 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, ME, CAMA, GRA, and APA applications using the Application for Services (Gen 50B);
 - b. \$25 for combinations of programs using the Application for Services (Gen 50B);
 - c. \$15 for redetermination of applications using the Eligibility Review Form (Gen 72), Denali KidCare Application (Gen 132), and Denali KidCare Renewal Form (Gen 75 or Gen 148);
 - d. \$15 for Heating Assistance Application (06-3637) and Senior Benefits Application (Gen 152); and
 - e. \$5 for viewing and verifying original and certified copies of citizenship and identity documents when presented with a Medicaid pend letter or confirmation is obtained from eligibility worker.
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 until terminated by one or both parties.

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 (FA #1).
6. The Fee Agent makes false reports on the Fee Agent Monthly Billing Report Form (FA #48).
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, _____, certify that 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)). I further certify that I enter into this agreement with the full knowledge that I am a volunteer and not an employee of the State of Alaska, Department of Health and Social Services.

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) provides 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, 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”. A 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 .030).

Volunteer Fee Agent

Fee Agent's Signature

Printed Name

Social Security Number

Date

Phone Number / Fax Number

Email Address

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: _____

Division of Public Assistance

Division Representative's Signature

Printed Name

Date

Phone Number / Fax Number

District Office / Region

*Distribution:
Original to Statewide Fee Agent Coordinator/Field Services Unit
Copy to Fee Agent
Copy to Division of Public Assistance Office File*