

# Prospective Provider Packet SNAP Employment and Training Program

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#### **Definitions**

**Agency** – Iowa Department of Human Services (DHS)

**Business Associate Agreement (BAA)** – A written arrangement that specifies each party's responsibilities when it comes to PHI.

- Protected Health Information (PHI) Under HIPAA Rules is past, current, and future health information about medical conditions or physical and mental health related to the provision of care or payment for care. PHI is health information in any form, including physical records, electronic records, or spoken information.
- Qualified Service Organization (QSO) Under HIPAA Rules if information is shared related to substance abuse, the organization is determined as a QSO.

**Case Management** – The development, coordination, documentation, tracking, and reporting of all aspects of referral/enrollment, service provision and participation as required by the E&T program.

E&T requires that case management include of the following activities: comprehensive intake assessments, individualized service plans, progress monitoring, and/or coordination with other client service providers.

**Community Based Organization (CBO)** – A public or private nonprofit organization that provides educational or employment related services to eligible SNAP participants.

**Component** – As described in 7 CFR 273.7(e), a service, activity, or program designed to help SNAP recipients gain skills, training, or work experience that will increase their ability to obtain regular employment and achieve self–sufficiency.

**Employment and Training (E&T)** – lowa's federally mandated employment and training program.

**Family Investment Program (FIP)** – lowa's Temporary Assistance to Needy Families (TANF) program. FIP provides cash assistance to needy families as they become self-supporting so that children may be cared for in their own homes or in the homes of relatives.

PROMISE Jobs – "Promoting Independence and Self Sufficiency through Employment," is Iowa's TANF Employment & Training program designed to assist cash assistance recipients to become self-sufficient through participation in work ready activities.

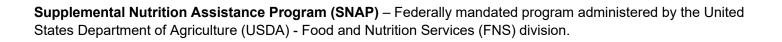
**Food and Nutrition Service (FNS)** – A division of the United States Department of Agriculture (USDA). FNS is the federal agency responsible for administering the nation's domestic nutrition assistance programs.

**Invoice** – Service Providers' claim for payment, using Agency approved billing workbook and submitted on General Accounting Expenditure (GAX) form.

**Participant** – An individual enrolled in the E&T program.

**Scope of Services** – All services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Service Provider, any agent of the Service Provider in connection with any Service Provider Agreement or Contract.

**Service Provider** – Means an entity that meets minimum requirements of the program and enters into Contract with the Agency.



#### **E&T Background**

DHS administers the Supplemental Nutrition Assistance Program (SNAP) as authorized by the <u>Food and Nutrition Act of 2008</u>, as the SNAP Program. The program helps low-income individuals obtain a more nutritious diet by supplementing their income with SNAP benefits issued on an electronic benefits transfer (EBT) card.

#### Factoids on SNAP for SFY 20 (July 2019 - June 2020):

- ◆ An average of 312,866 lowans in 152,297 received SNAP every month
- ♦ 54% of the people receiving SNAP were under the age of 18 or over the age of 59
- ◆ 46% of recipients meet the age requirement for E&T
- ♦ The average recipient is a 28-year-old Caucasian female

As a part of administering SNAP, states must provide employment and training services to program participants. In Iowa, E&T is the SNAP corresponding employment and training program.

Some SNAP recipients are required by federal regulation to register for work and participate in approved activities if asked to do so to maintain their eligibility for food SNAP benefits. Mandatory participants can meet the participation requirement by participating in approved employment and training activities like those provided by E&T. Currently, lowa's E&T program is voluntary; there are no mandatory participation requirements.

The program has expanded from initial partnerships with three colleges in 2015 to current partnerships with nine colleges. January of 2021 brought new opportunity as four community-based organizations joined the network of E&T Service Providers. The expansion of the E&T Service Provider network will increase accessibility and availability of training, education, supports and services to a larger segment of the population receiving SNAP benefits. Greater availability and accessibility will lead to improved outcomes of E&T participants by increasing the likelihood of achieving self-sufficiency.

#### **DHS Mission**

The Mission of the Iowa Department of Human Services (DHS) is to help individuals and families achieve safe, stable, self-sufficient, and healthy lives, thereby contributing to the economic growth of the state.

#### **E&T Purpose**

The purpose of Employment and Training (E&T) is to help individuals receiving SNAP benefits obtain employment through voluntary participation in supervised job search, training, or education activities that promote self-sufficiency.

#### **E&T Vision**

**Every person deserves a pathway to success**. The program will expand opportunities for lowans and empower them to achieve sustainable wage employment through training, employment services, and job readiness activities in all 99 counties by December 31, 2025.

#### **E&T Objectives**

1. Provide a wide range of opportunity for SNAP recipients to have clear pathways to develop marketable and indemand skills that increase employability resulting in career advancement and self-sufficiency.

- 2. Establish a collaborative and inclusive environment for participants, providers, and communities to share a common vision and achieve positive outcomes for the individual, organization, and community.
- 3. Strengthen fiscal capacity of network providers to expand essential supports and services by maximizing use of non-federal funding sources.
- 4. Demonstrate efficient, effective, and responsible practices that result in positive outcomes and contribute to economic growth.

#### **Benefits of E&T**

For Service Providers	For Participants	For State
Increase capacity of non-federal funding sources by 50%	Increased opportunity for education & training programs	Maximize use of State funding sources
Increase staff capacity	Increased availability of	Increased accessibility and
Increase number of individuals served	supportive services while in training	availability of training opportunities
Expand scope of services and/or programs offered	Gain skills needed for gainful employment	Build stronger, more skilled workforce
F3	Achieve economic self- sufficiently	Contributes to economic growth

#### **Service Provider Requirements**

- Clientele base which includes individuals receiving SNAP benefits.
- Involved in the delivery of employment and training services (on a broad, not E&T only, basis).
- Provide programs or services that meet the purpose and parameters of E&T components for recognized industry credentialing, supervised job search activity, and supportive services necessary for participation in an E&T component in accordance with the most recently FNS approved State Plan and E&T Provider Handbook.
  - Non-federal funding source for 50/50 reimbursement: . Organizations must be able to "front" services for low-income individuals with non-federal funding sources
    - ♦ State,
- ♦ Local,
- ♦ Community organizations,
- ♦ Foundations,
- ♦ Social Enterprises, etc.
- Further, non-federal funds must include the following criteria:
  - Originate from a non-federal source.
  - Must not be committed as match for other federally funded programs
  - Available for entirety of the federal fiscal year (October 1 through September 30), unless otherwise specified in any Service Agreement.
  - Must be able to cost allocate to ensure billing is limited to allowable reimbursements for E&T participants, including any administrative costs.
- ♦ Capacity to enter and collect individual demographic data, document and track service provision, allocate and track funding, and report outcomes using state identified methodology and system.

- Experience or willingness to begin managing federal funds as required
- Must have audit capacity for examining program delivery and financial reporting procedures and agrees to periodic audits of program operations conducted by the State of Federal administering agencies.8. Must provide a Certificate of Coverage of insurance as shown in the table below.

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on	General Aggregate	\$2 Million
occurrence basis	Product/Completed	\$1 Million
	Operations Aggregate	
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

- ♦ Must be included in an amended State E&T Plan, approved through the Food and Nutrition Service (FNS), and have an executed service contract with the Agency prior to providing services through the E&T program.
- Must comply with all Federal, State, and Agency Civil Rights/Confidentiality Non-Disclosure requirements. General terms of contracting requires:
  - Confidential Information collected, maintained, or used in the course of performance of the Contract shall
    only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written
    consent of the Agency, either during the period of the Contract or thereafter. E&T allows reimbursement of
    medical related supports and the potential for collection, documentation, or use of PHI; including that
    related to substance abuse.
- All Contractors must sign a HIPAA Business Associate Agreement and is determined as a Qualified Service Organization <a href="https://dhs.iowa.gov/hipaa">https://dhs.iowa.gov/hipaa</a> Must either complete and submit a DHS provided Vendor Security Questionnaire if any data under this contract will be kept or gathered, regardless of source, in any manner outside of the DHS Approved systems, or submit a written statement attesting that no data, regardless of source, will be kept or gathered in any other hard copy or electronic system.

#### **Scope of Services**

#### **Case Management**

Service Providers must ensure that the following case management services are provided for each E&T participant:

♦ Employability assessment, including:

- Career interest assessment
- Skills assessment (example: National Career Readiness Assessment)
- Career and job search readiness assessment
- · Assessment of essential tools needed for success in training and career
- ◆ E&T Employability Plan (i.e. Individualized service plan)
- Two-way contact with each participant and supporting documentation to monitor progress :
  - at least every 30 days, during any education/training or job retention component.
  - at least weekly to actively engage, direct or track activities during Supervised Job Search component.
- Referral to other public service agencies for additional services, if necessary (i.e. coordination with service providers)
- ♦ Career and job search coaching and support

#### **E&T Components**

Offer at least one of the following E&T reimbursable components:

#### **Educational Program Basic/Foundational Skills Instruction (EPB)**

- Adult Basic Education (ABE) programs offer academic instruction and education services below the postsecondary level that increase an individual's basic literacy, math skills, and financial literacy skills necessary for the attainment of a secondary school diploma or its recognized equivalent.
- ♦ High School Equivalency Diploma (HSED)/Test (HiSET) prepares participants with basic skills needed to increase the likelihood of successfully participating in a HiSET course and testing. Participants enrolled in this component can be provided supportive services and testing fees to complete testing to obtain their HSED.

#### **Education Program English Language Acquisition (EPEL)**

Programs designed to help English language learners achieve competence in reading, writing, speaking, and comprehension of the English language; thereby, increasing employability and job-readiness

#### Educational Program Career/Technical Education Programs or other Vocational Training (EPC)

Expanded Education (EE) – post-secondary programs that provide academic and/or technical knowledge and skills to develop necessary skills for education or careers in current or emerging employment sectors. Participants may enroll in short term certificate programs and credit degree programs towards an associate degree, all in identified indemand industries. Participants may also enroll in vocation/occupational skills programs providing skills necessary to increase employability and ideally lead to an industry-recognized certificate or credential.

- Community Colleges (CC) provide post-secondary non-credit certificate programs and post-secondary credit programs leading to a diploma or associate degree.
- ♦ Community Based Organizations (CBO) provide occupational skills and vocational programs that lead to certificates or industry-recognized credentials.
- Training or educational activities must provide participants a direct link to jobs in their area of study that are available in the local job market.
- Education, training, industry-recognized credentials, certifications, diploma, and degree programs are limited to high demand occupations and hot jobs as defined by lowa's Labor Market Information (LMI) unit.

Training programs will be short term in duration, up to 24 months.

#### **Educational Program Integrated Education and Training/Bridge Programs (EPIE)**

Integrated Education and Training (IET) – provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation(s) for the purpose of educational and career advancement. In this component, participants may participate in both education and employment, or job training activities, during the week. This allows the participant to earn skills and wages, while completing required education. All wages earned are paid by the employer and are not reimbursable E&T expenses. The specific education and on-the-job training provided is determined by the Provider and employer.

#### Work Readiness (EPWRT)

Participants may receive skill and interest assessment and educational remediation services to prepare the participant for the workforce. Work readiness activities may focus on fundamental cognitive skills or non-cognitive, behavioral skills, soft skills. Fundamental cognitive skills may include but are not limited to literacy, basic math, problem solving and critical thinking. Behavioral skills may include, but are not limited to workplace relationships, communication, integrity, personal presentation, work ethic.

#### Supervised Job Search (SJS)

Development and tracking of a Job Search Plan (JSP) identifying job search activities fulfilling the minimum requirements of 10 hours per week and weekly communication that occur at State approved locations which include:

#### **Job Retention Services (JRS)**

Provides transitional supports including but not limited to, guidance, coaching, clothing/equipment, and other job-required fees, to participants who have secured employment, registered apprenticeship or other on-the-job training to E&T participants who have completed participation in another E&T component. JRS must be offered for a minimum of 30 days up to a maximum of 90 days from the employment start date.

#### **Entrepreneurship/Self-Employment Training (SET)**

Supports participants to improve employability by providing training to set and operate a small business or other self-employment venture.

#### **Work Component Internship (WBLI)**

A planned, structured learning experience that takes place in a workplace, and the contract must be limited to a specific period required for a participant to become proficient in a specific occupation. The term of the training period should consider the skill requirements for the occupation, academic and occupation skill level of the participant, prior work experience, and the participant's employability plan (20 CFR 680.700).

#### Work Component On- the- Job Training (WBLOJT)

A work placement made through a contract with an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector. The contract must be limited to a specific time period required for a participant to become proficient in the specific occupation. The term of the training period should consider skill requirements for the occupation, academic and occupation skill level of the participant, prior work experience, and the participants' employability plan (20 CFR 680.700). The provider and employer determine specific education and on-the-job training provided. All wages are paid by the employer and not reimbursable E&T expenses

#### Work Component Pre-Apprenticeship/Apprenticeship (WBLPA)

A combination of on-the-job training and related instruction in which workers learn the practical and theoretical aspects of a skilled occupation. Apprenticeship programs can be sponsored by individual employers, joint employer, and labor groups, and/or employer associations. Pre-Apprenticeship programs provide individuals with the basic and technical skills necessary to enter an apprenticeship program and should be directly linked to an apprenticeship program.

#### **Supportive Services:**

FNS requires the provision of any services and supports that are reasonably necessary to successfully participate in the program. The intention of supportive services is to assist participants in acquiring fundamental skills and tools needed to increase employability and achieve self-sufficiency during the months a participant remains eligible for SNAP, training has commenced, and is active in an E&T component. Reimbursements occur only for those costs incurred after E&T enrollment. Iowa has determined minimally required supports and services for each participant.

Service Providers are not required to provide all allowable reimbursable supportive services, but lowa has determined minimally required supports and services which must be offered and provided either directly or through referral.

Documentation, in a participant's E&T record, is required to provide evidence of participant refusal, lack of need, or provision of the following supports and services:

- ◆ Tuition/Program Costs :Industry specific workplace skills/credentialing/training, including but not limited to
  - Books/Class Fees
- Background checks/fingerprinting, when required for training or necessary for employment.
- ◆ Transportation Assistance: To/from education, training, interviews, work by any of the following:
  - Fuel cards
  - Mileage
  - Bus passes
  - Taxi or ride share service vouchers
  - Other as determined cost effective and suitable, with prior approval
- ♦ Clothing/Uniforms Necessary and reasonable for education, training, interviewing, work
- ◆ Equipment/Tools Necessary and reasonable safety items and tools of the trade
- ♦ Work and Training Fees Necessary and reasonable for education, training, or work
  - Testing
  - Certifications
  - Permits
  - Licensing, bond fees, or union dues
- Reasonable accommodation supplies

#### Other Supports

- Dependent Care Assistance Historically E&T program participants are enrolled in the state's Child Care Assistance (CCA) program or have alternative sources of childcare. Most participants who need dependent care are anticipated to be able to access these services from other sources at no cost to the E&T program.
  - Available to participants who do not qualify for dependent care services from other programs. E&T does
    not cover additional childcare units above what CCA determines the participant is eligible to receive.

- Medical Supports Limited to items necessary and required of all students enrolled in specific training or course of study. These supports are only eligible for reimbursement if no other health care coverage is available. Allowable services include, but are not limited to:
  - Tuberculosis (TB) Testing
  - Immunizations
  - DOT Physical
  - Drug Screens
  - Dental Work minor and limited annual total not to exceed \$500/\$250 reimbursed
- ♦ Housing Assistance Only after all other potential resources have been exhausted
  - Housing assistance may include rental assistance when housing stability is reasonable and directly related to helping E&T participants prepare for self-sufficiency through training or other approved E&T activity.
  - Housing assistance is limited to one-time per E&T enrollment.
  - Assistance is limited to one month of the participant's monthly housing costs
- ♦ Utility Assistance Only after all other potential resources have been exhausted
  - Utility assistance may be used to prevent the shut-off of essential housing utilities such as electricity, water and heating. Participants who are eligible for E&T services should be eligible for Low Income Energy Assistance Program (LiHEAP).
  - Utility assistance is limited to one-time per E&T enrollment.
  - Assistance is limited to one month of the participant's monthly utility expense
- Vehicle Repair For participants enrolled in training, Supervised Job Search, or Job Retention activities in need of assistance with an emergency vehicle repair, to ensure retention of employment, completion of training, or support of self-sufficiency.
  - Limited to a one-time per participant lifetime assistance of \$1,000 (\$500 reimbursed), given the participant can produce a valid driver's license, valid insurance on the vehicle, and valid registration.
  - Repairs costing more than half of the Kelly Blue Book value of the car are not eligible.
- Other Any cost not listed, the DHS Program Manager determines if the reimbursement is allowable, reasonable, and necessary cost to allow for successful completion of the component.

#### **E&T Enrollment/Exit:**

Potential applicants interested in the E&T program, both self and Agency referred, must be provided Orientation and assessment before being enrolled in the program.

Orientation: Will include an overview of program, including expectations. Orientation must occur and be
documented during the intake and eligibility process. The Service Provider must complete intake and
assessment of the individual to ensure they are a good fit for the program.

- ◆ Intake/Eligibility: Prior to determining SNAP eligibility, obtain signed consent forms allowing information to be shared with DHS from all individuals who are subject to the verification process, even if the individual does not enroll in E&T. If the participant prefers to communicate in a language other than English, all forms and services must be communicated and/or interpreted to the participant in their preferred language, according to each Provider's policy and procedure
  - An individual is eligible to receive services if all the following are true:
    - ♦ A SNAP recipient.
    - ♦ Not receiving FIP assistance of other cash assistance, such as Tribal TANF, under Title IV.
    - ♦ Age 18 or older (16-17 if enrolled or already obtained high school diploma).
    - ♦ Physically and mentally able to work or will be able to work within the next one (1) year.
    - ♦ Resides in one of the service areas offering E&T.
- Assessment: The Provider must complete an Employability Assessment with the participant to ensure they are a good fit for the program. During the assessment, an individual will be evaluated in the following areas:
  - Education level/literacy/academic skills/obstacles
  - Education restriction the person has less than a bachelor's degree unless any of the following apply:
    - ♦ The training requested is a progression in a specific career that moves a participant from entry-level positions to higher levels of pay, skill, responsibility, or authority
    - ♦ The previous training is in a field where current labor market information statistics or emerging business trends show little or no employment opportunity
    - ♦ Changes in the participant's physical or mental status make employment in the area in which the participant is currently trained no longer appropriate
    - ♦ The participant must provide supportive evidence from a qualified medical or mental health professional or Iowa Vocational Rehabilitation Services (IVRS)
- Enrollment: Within five business days of completed assessment, providers must complete the enrollment process. Enrollment may occur within the 30-day period prior to education/training start date.
- ♦ Authorization of Services: To remain enrolled in E&T, participant eligibility for SNAP must be verified monthly.
- Exit: When a participant has ended active participation in any E&T component, required contact has not been maintained, or SNAP eligibility is lost (except while active in JRS), the participant must exit from the E&T program. DHS must be notified of exit, including end component and result or reason of exit.
- Participant Reimbursement: Reimbursement requests may only be submitted for supportive services that are reasonable and necessary for the successful participation in the enrolled components, have been fully funded, and provided to the participant during month(s) in which the participant remains E&T eligible as an active recipient of SNAP benefits; with the exception of active participation in JRS.

#### Service Provider Responsibilities

- ♦ Service Provision: The Contractor shall provide at least one E&T component and ensure provision of Case Management services and required Supports.
  - Service Providers shall fund, at time of provision, the total cost of supportive services necessary to participate in the program component, on behalf of the participant
  - Services Providers shall request reimbursement, on behalf of the participant, for expenses incurred only during months in which the participant is receiving SNAP or determined eligible for E&T.

- Annual Projections: Service Providers shall calculate annual enrollment and budget based on identified non-federal funding sources and current populations served receiving SNAP benefits. E&T projections shall be calculated and submitted using the Agency approved methodology to be discussed and provided during the applicant informational meeting.
  - Once the application and Prospective Provider Packet has been reviewed and prior to completing the
    projected enrollment and budgeting sections of the application, send a request to the email below to request
    a virtual applicant informational meeting <a href="mailto:ETApplications@dhs.state.ia.us">ETApplications@dhs.state.ia.us</a>.
- Billings & Obligation Tracking: Service Providers must submit requests for reimbursments as directed by the Agency and maintain a tracking system to ensure financial obligations do not exceed approved funding.
- ♦ Information/Notification requests: Service Providers must provide information requested by the Agency within three business days, unless otherwise specified.
- Records Retention: All records related to the application, enrollment, and participation in E&T must be available upon request. Service Providers must maintain these records for three Federal Fiscal Years (FFY), plus current year in active record and retain other records in accordance with the general terms of an executed contract.
- ♦ Staff Development: Service Providers shall train staff and comply with all E&T policies and processes, the applicable Service Provider or Contractor manual, and communicate updates as provided by the Agency.
  - A. Service Providers are required to ensure that all staff; including frontline staff and volunteers, and their supervisors, are trained prior to the provision of any E&T Services and annually thereafter in Agency provided Civil Rights and Confidentiality policies.
  - B. Service Providers are required to have at least one representative, actively involved in the E&T program, attend scheduled E&T provider trainings, calls or meetings, unless excused by the Agency.
- Systems: Service Providers will enter individual demographic data, document and track service provision, allocate and track funding, and report outcomes using Agency approved methodology and systems.
- Outcomes: Service Providers shall support participants in successfully completing the E&T program to attain programs goals set forth by the Agency
  - A. The number of participants who successfully complete each E&T component.
  - B. The number of participants who begin, but do not complete each E&T component and reason for component closure.
- Reporting: Service Providers shall ensure all enrollment, participation status and outcome information for each
  participant is up to date and available, as directed by the Agency, to meet quarterly and end of year state and
  federal reporting requirements.
- ♦ Appeals: In the event of an appeal, Service Providers shall provide appropriate information and supporting documentation to the Agency and shall participate in any meetings or hearings as needed. Appeal rules found in 441 lowa Adminsitrative Code, Chapter 7.
- Communication: Service Providers must maintain or attempt communication when a loss of contact with a participant has occurred and all direct Agency referrals. The following documentation for outcome information of attempted communication is required:
  - Method and date of contractor/sub-contractor contact. If unable to contact in-person, by phone or electronic means, at least two attempts must be documented.
  - Outcome of contact
  - Reason for denial when participant not referred to the E&T program

- Promotional Materials: Service Providers shall ensure the Agency reviews and approves any of the following prior to release:
  - Flyers, brochures, posters
  - Other published materials the Service Provider uses for the E&T program
  - Training material for staff handling the E&T program
- Media: The Service Provider shall refer all media requests about the E&T program to the Agency. Service
  Providers will promote the E&T program as long as the information provided is that of the organization and does
  not reflect the official policy or position of the Agency

#### **Agency Responsibilities**

- ♦ The Agency shall provide the Service Provider with a copy of the State E&T plan, including any amendments.
- ♦ The Agency shall respond to Service Provider requests to clarify and answer any questions about E&T policies within three business days.
- The Agency shall review and approve any of the following prior to release:
  - Flyers, brochures, posters
  - Other published materials the Service Provider uses for the E&T program
  - Training material for staff handling the E&T program
  - Presentations regarding the E&T Program
  - The Agency will handle media requests, including those referred by the Service Provider.
  - The Agency will provide required training and materials for:
    - ♦ Civil Rights Training
      - ♦ New Provider Training
      - ♦ C. Participant Orientation

#### **Performance Measures**

- ♦ Service Providers shall provide at least one E&T component, ensure provision of Case Management services, and minimally required supports for 100% of enrolled E&T participants.
- Service Providers shall have annual participant enrollment at a rate of at least 50%, of the number proposed in the most recently approved State Plan, during the first contract year and 90% in subsequent years of the Service Agreement.
- Service Providers shall provide timely and accurate billing statements 95% of the time.
- Service Providers shall provide timely responses to Agency requests for information 100% of the time.
- Service Providers shall provide evidence of record retention upon Agency request 100% of the time.
- ♦ Service Providers shall train all staff on E&T policies and processes prior to provisions of E&T reimbursable services; communicating any updates as provided and directed by the Agency 100% of the time.
  - Service Providers shall ensure all staff (and volunteers, if applicable) who interact with participants, or have access to participant information, and their supervisors have completed Agency provided Civil Rights training at employee orientation and annually thereafter 100% of the time.
  - Service Providers shall have at least one representative, actively involved in the E&T Program; attend scheduled E&T provider trainings, calls or meetings, unless excused by the Agency 100% of the time.
- Service Providers shall use Agency approved methodology and systems 100% of the time.

- ♦ Service Providers shall ensure that at least 75% of participants completing E&T participation have attained program goals as set forth by the Agency.
- ♦ Service Providers shall ensure all enrollment, participation status or outcomes for each participant is up to date and available, as directed by the Agency 100% of the time
- ♦ In the event of an appeal, the Service Provider shall submit all necessary documentation and attend any hearings as directed by the Agency 100% of the time.
- ♦ Service Providers shall provide required documentation of attempted communication with participants and direct Agency referrals 100% of the time.
- ♦ Service Providers shall receive Agency approval for any promotional materials prior to release 100% of the time.
- Service Providers shall refer media requests about the E&T program to the Agency 100% of the time.

#### Resources

- ◆ Code of Federal Regulations 7 CFR 273.7(e): <a href="https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-C/part-273">https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-C/part-273</a>
- ◆ Food and Nutrition Service, U.S. Department of Agriculture: https://www.fns.usda.gov/snap/et
- ♦ Iowa Department of Human Services, SNAP: (open in Chrome)
- https://dhs.iowa.gov/food-assistance
- Iowa Department of Human Services, Employment and Training: (open in Chrome)
- https://dhs.iowa.gov/food-assistance/related-programs/employment-and-training
- USDA SNAP to Skills: https://snaptoskills.fns.usda.gov/
- ♦ E&T Service Provider Readiness Roadmap Part 1 : <u>Provider Readiness Roadmap</u>

#### Attachment 1: Service Provider Self-Assessment

**SNAP** 

**Employment and Training Program** 

#### Service Provider Self-Assessment

There are specific factors to consider when deciding if your organization aligns with lowa's E&T program and is a good fit as a Service Provider.

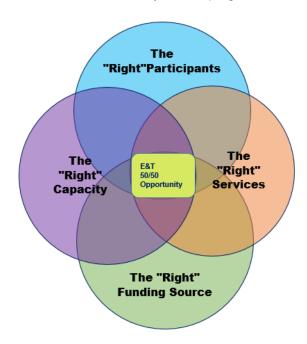
Checklist of factors to consider include:

☐ The Right Participants. Individuals participating in an education,	training of Job search program AND receiving SNAP if
lowa.	
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The Right Services: Provider of education, training, job search or job retention activities that promote and provide a path to self- sufficiency.

The Right Funding Source(s): Non-Federal funding source(s) that is not used as a match in another federally funded program.

The Right Capacity: The administrative requirements of the E&T program are specific and can be rigorous. Appropriate staffing and financial capacity to assess and enroll participants, provide appropriate services and supports, track and record participant progress and outcomes, collect and report required data, track and appropriately bill program costs associated with a federally funded program are essential.



#### **Participant & Service Capacity**

- 1. Does your organization offer appropriate and allowable employment and training activities and related support services?
- 2. Is your organization able to recruit its own E&T participants and accept referrals?
- 3. Is your organization already serving a significant number of SNAP recipients or low-income individuals potentially eligible for SNAP?
- 4. Does your organization have staff to provide required assessment and employability plan development related to enrollment of E&T participants, monitor, track, document and report progress and outcomes?
- 5. Does your organization provide case management and reimbursable E&T supportive services in-house or work with community partners to provide those services?

6. Does your organization have the ability and intent to expand to additional service provision and/or data collection to meet E&T requirements?

#### **Staff & Funding Capacity**

- 1. Does your organization have up front funding available for 50/50 reimbursement of employment and training services which is:
  - a. Non-federal
  - b. Not committed as match for other federally funded programs
  - c. Available for entirety of entirety of the federal fiscal year (October 1 through September 30), unless otherwise specified in any Service Agreement
- 2. Will your organization be able to allocate and track federal funds and guarantee that the source of matching funds is non-federal and allowable?
- 3. Does your organization have the capacity to allocate, track and invoice for staff time spent on the E&T program? Service Providers must keep time records in order to bill for staff time.
- 4. Does your organization have the capacity to prepare and submit monthly billing documents based on E&T participation and program expenditure data?
- 5. As all E&T funds are federal sub-recipient awards, and your organization would be a Service Provider, is your organization willing to participate in any required federal or state audits; or other mandated reporting requirements, and state monitoring at least annually and as determined necessary by the Agency?
- 6. Has your organization been disqualified from receiving federal grants over the past five years?
- 7. Are there any current or pending lawsuits that would impact the organization's financial position and ability to fund E&T services and supports?
- 8. How does your organization anticipate utilizing the reimbursement funds to expand or enhance the E&T program?

### **Attachment 2: Sample Contract**



## SNAP EMPLOYMENT AND TRAINING

## SERVICE PROVIDER

## SAMPLE CONTRACT

(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable applicants to better evaluate the costs associated with the APPLICATION and the potential resulting contract. Applicants should plan on such terms being included in any contract entered into as a result of this APPLICATION. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the applicant. See APPLICATION Section 3.1 regarding Bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

## CONTRACT DECLARATIONS AND EXECUTION

APPLICATION #	Contract #
***APPLICATION #***	{To be completed when contract is drafted.}

Title of Contract	
{To be completed when contract is drafted.}	

All parties must sign this contract before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before all parties have signed the contract. The following parties enter into this Contract:

Agency Billing Contact Name/Address:
{To be completed when contract is drafted.}
Agency Contract Owner (hereafter "Contract Owner") /Address:  {To be completed when contract is drafted.}

Contractor: (hereafter "Contractor")	
<b>Legal Name:</b> {To be completed when contract is drafted.}	Contractor's Principal Address:
	{To be completed when contract is drafted.}
Tax ID #: {To be completed when contract is drafted.}	Organized under the laws of: {To be completed when contract is drafted.}

Contractor's Contract Manager Name/Address	Contractor's Billing Contact Name/Address:
("Notice Address"):	{To be completed when contract is drafted.}
{To be completed when contract is drafted.}	

Contract Information	
Start Date: {To be completed when contract is drafted.}	End Date of Base Term of Contract:
	End Date of Contract: {To be completed when
	contract is drafted.}
Possible Extension(s): {To be completed when contract is draft	ed.}
Contract Contingent on Approval of Another Agency:	ISPO Number: 12345
Yes	
Which Agency? FNS	
Contract Include Sharing SSA Data? No	

#### **Contract Execution**

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

## **SECTION 1: SPECIAL TERMS**

#### 1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

#### 1.2 Contract Purpose.

{To be completed when contract is drafted.}

#### 1.3 Scope of Work.

#### 1.3.1 Deliverables.

The Contractor shall provide the following:

See Service Provider Responsibilities in Prospective Provider Packet

#### 1.3.2 Performance Measures.

See Performance Measures in Prospective Provider Packet

#### 1.3.3 Agency Responsibilities.

See Agency Responsibilities in Prospective Provider Packet

#### 1.3.4 Monitoring, Review, and Problem Reporting.

#### 1.3.4.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
  - a. May occur at any E&T on-site location or remotely via email, phone and other appropriate formats.
  - b. At least monthly for the first three months of the contract and then quarterly for the remainder of the contract, more often at Agency discretion or Contractor request to review.
  - c. Monitoring may include informal record review, participation levels, outcomes, technical assistance, or training in order to ensure providers have a clear understanding of program expectations, rules, and regulations.
- **1.3.4.2 Agency Review Clause.** The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review semi-annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities. One hundred percent (100%) of the Disbursements shall be verified by the Agency.

**1.3.4.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.4.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

#### 1.3.5 Contract Payment Clause.

**1.3.5.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows: *{To be completed when contract is drafted.}* 

#### 1.3.5.2 Payment Methodology.

{To be completed when contract is drafted.}

- **1.3.5.3** Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.
- **1.3.5.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1<sup>st</sup> for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).
- **1.3.5.5 Payment of Invoices.** The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <a href="http://www.dom.state.ia.us/appeals/general\_claims.html">http://www.dom.state.ia.us/appeals/general\_claims.html</a>. The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
- 1.3.5.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

  1.3.5.7 Travel Expenses. Travel expenses will not be paid to the Contractor unless specifically required by the Agency and funding is available. Costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210, <a href="https://das.iowa.gov/state-accounting/sae-policies-procedures-manual">https://das.iowa.gov/state-accounting/sae-policies-procedures-manual</a> and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

#### 1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed	\$1 Million
	Operations Aggregate	
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa
		law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

- 1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:
- 1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:
- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed
  web application scans (when applicable) prior to implementation of the system <u>and</u> again annually thereafter. For
  purposes of this section, "passed" means no unresolved high or critical findings.
- **1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).
- **1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:
- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.
- **1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.
- 1.6 Reserved. (Labor Standards Provisions.)
- 1.8 Incorporation of General and Contingent Terms.

- **1.8.1 General Terms for Service Contracts ("Section 2").** The version of the General Terms for Services Contracts Section posted to the Agency's website at <a href="https://dhs.iowa.gov/contract-terms">https://dhs.iowa.gov/contract-terms</a> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2. The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.
- **1.8.2 Contingent Terms for Service Contracts ("Section 3").** The version of the Contingent Terms for Services Contracts posted to the Agency's website at <a href="https://dhs.iowa.gov/contract-terms">https://dhs.iowa.gov/contract-terms</a> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3. All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

#### Contract Payments include Federal Funds? Yes

{The items below will be completed if the Contract includes Federal Funds}

The Contractor for federal reporting purposes under this Contract is a: {To be completed when contract is drafted.}

Office of Child Support Enforcement ("OCSE") Funded Percentage: {To be completed when contract is drafted.}

**Federal Funds Include Food and Nutrition Service (FNS) funds?** *{To be completed when contract is drafted.}* 

**DUNS #**: {To be completed when contract is drafted.}

The Name of the Pass-Through Entity: {To be completed when contract is drafted.}

**CFDA #**: {To be completed when contract is drafted.} **Grant Name**: {To be completed when contract is drafted.}

Federal Awarding Agency Name: {To be completed when contract is drafted.}

Contractor a Business Associate? Yes	Contractor a Qualified Service Organization? Yes
Contractor subject to Iowa Code Chapter 8F? Unknown	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No