

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
700 GOVERNORS DRIVE
PIERRE, SD 57501

SNAP Employment & Training Third Party Partnerships

PROPOSALS ARE DUE NO LATER THAN JUNE 18, 2025 By 5PM CST

RFP14892

State POC: Kirsten Blachford

EMAIL: Kirsten.Blachford@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____
(Digital signature allowed)

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

South Dakota is seeking to identify and contract with agencies that are interested in providing Employment and Training services to SNAP participants. The goal is to develop partnerships with agencies and reimburse agencies for providing Employment and Training services to SNAP customers.

- **Background:** The Supplemental Nutrition Assistance Program (SNAP) includes regulations requiring certain participants to engage with an Employment and Training (E&T) program to receive food assistance benefits. The requirements are centered around providing SNAP participants opportunities to gain skills, education, training, work, or experience that will increase their ability to obtain gainful, unsubsidized employment and meet state or local workforce needs. In South Dakota, these requirements and the E&T program are referred to as the South Dakota Supplemental Nutrition Assistance Employment and Training (SNAP E&T) under the SDCareerLink system. SDCareerLink serves as a hub connecting South Dakotans with training, support, and resources needed to achieve meaningful, long-term employment. SNAP E&T is a state-administered program administered by the Department of Social Services (DSS).
- The SNAP E&T program is currently available to participants in three counties: Minnehaha, Pennington, and Yankton counties and Able-Bodied Adults Without Dependents (ABAWDs) statewide.

Minnehaha and Pennington Counties: Individuals 18 to 21 years old, who are the head of household, who live in Minnehaha or Pennington counties, and who are not otherwise exempt will be referred to SNAP E&T from DSS. This includes ABAWD and non-ABAWD participants.

Yankton County: All individuals in Yankton County can choose to take advantage of the opportunities available with SNAP E&T regardless of age, exemption, or ABAWD status.

ABAWDs Statewide: Any ABAWD statewide can participate in SNAP E&T. ABAWDs have specific requirements that must be met to continue to receive SNAP benefits.

- **Opportunity Overview:** SNAP E&T can partner with eligible agencies to provide employment and training services, potentially expanding services that are available to SNAP participants. These partnerships are referred to as "Third Party Partnerships (TPP)." The goal of a TPP is to leverage existing employment and training expertise in the community that will provide meaningful, intentional opportunities for SNAP participants to move towards career pathways to achieve self-sufficiency with living-wage employment. Implementing a network of TPP's will promote the growth, expansion, and sustainability of needed services and programs for SNAP participants in South Dakota.

TPP partnerships allow for support of agencies that are currently providing services to SNAP participants by reimbursing them for those services. Federally, a TPP can receive 50% reimbursement on allowable training services. Additionally, a State can withhold a portion of the 50% federal reimbursement to pay for administrative costs incurred.

There are four principal goals for a TPP to better help the outcomes of E&T participants:

- Provide specialized services for SNAP E&T participants.
 - Which specialized services?
 - How and why are services considered specialized?
 - How many participants will your agency serve?
- Increase employment readiness for SNAP E&T participants.
 - How will your agency specifically increase employment readiness?
 - Through which activities/services?
 - How many participants will be served?

- Increase employment outcomes for SNAP E&T participants, particularly to quality employment.
 - How will your agency specifically increase employment outcomes?
 - How will you work towards finding and securing quality employment for clients?
 - How many participants will be served?
- Offer credentials for SNAP E&T participants so that the participant can find quality employment.
 - Which credentials will you offer or what type of training will you provide (name, length, purpose, type, etc.)?
 - How long will those credentials/training lead to quality employment?
 - How many participants will be served?

Agencies responding to this RFP will need to meet at least one of the above goals and measurable outcomes.

- Funding
 - Funding Requirements
 - A Third-Party Partner must have a source of non-federal funding available for 50/50 reimbursement.
 - Funds must be non-committed as a match for other federally funded programs.
 - Funds are available throughout the entire federal fiscal year (October 1 through September 30).
 - Allowable Funding Examples
 - Local tax levies, donation from private firms or non-profit organizations.
 - Sub-grantees of a county agency or third-party funders and providers of approved Employment and Training services can fund Employment and Training activities and can be reimbursed with 50% Federal funds.
 - For non-governmental organizations, there must be a cash outlay for the SNAP Employment and Training goods or services provided to receive a 50% reimbursement.
 - If an agency is already serving SNAP participants or already receiving State funds, the agency must demonstrate that Third-Party funds will be used to serve clients above and beyond services currently being rendered.
 - Not Allowable Funding Examples
 - In-kind contributions from non-government organizations.
 - Federal Employment and Training funds cannot be used to reimburse expenses paid with other Federal funds unless specified by Federal legislation.
 - Cost Charging
 - The Contractor must charge SD SNAP E&T consistently with how the contractor would charge other local, State, or Federal grants.
 - No Cost Service
 - A service that is offered at no cost to non- SD SNAP E&T participants and that is not allocated to any other grant, cannot be charged to SD SNAP E&T- third party for reimbursement.
 - Financial Standing – The agency must have sufficient cash flow to support providing services to SD SNAP E&T clients. Reimbursements will be issued to the agency between 60 and 90 days after the month in which the services were provided.

- Please refer to the following documents which provide supportive information:
 - SNAP E&T Third Party Partnership Operations Handbook (see **Attachment B**)
 - See website: United States Department of Agriculture, Food and Nutrition Services SNAP E&T. <https://www.fns.usda.gov/snap-et/potential-provider>

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Division of Economic Assistance is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP14892. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

All interested offerors are requested to submit a non-binding Letter of Intent to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

Be sure to reference the RFP number in your letter.

The Letter of Intent must be submitted to Kirsten Blachford via email at Kirsten.Blachford@state.sd.us no later than 05/21/25. Please place the following in the subject line of your email: "Letter of Intent for RFP14892".

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	<u>05/14/2025</u>
Letter of Intent to Respond Due	<u>05/21/2025</u>
Offeror Questions Due	<u>05/28/2025</u>
Responses to Offeror Questions	<u>06/04/2025</u>
Request for SFTP folder	<u>06/17/2025</u>
Proposal Submission	<u>06/18/2025</u>
Oral Presentations/discussions (if required)	<u>TBD</u>
Proposal Revisions (if required)	<u>TBD</u>
Anticipated Award Decision/Contract Negotiation	<u>07/31/2025</u>

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be submitted as PDFs via Secured File Transfer Protocol (SFTP). Offerors must request an SFTP folder no later than the date indicated in the Schedule of Activities by emailing Kirsten Blachford at Kirsten.Blachford@state.sd.us.

The subject line should read "RFP14892 SFTP Request". The email should contain the name and the email of the person who will be responsible for uploading the document(s).

Please note, offeror will need to work with their own technical support staff to set up an SFTP compatible software on offeror's end. While the State of South Dakota can answer questions, State of South Dakota is not responsible for the software required.

All proposals may be signed in ink or digitally by an officer of the offeror legally authorized to bind the offeror to the proposal and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.10 CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.11 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic, or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.12 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Kirsten Blachford at Kirsten.Blachford@state.sd.us with the subject line "RFP14892".

The State will respond to offeror's inquiries (if required) via e-mail. In addition, all inquiries and the State's responses will be posted on the state's e-procurement system and the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx>. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.13 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.14 LENGTH OF CONTRACT

The contract resulting from this RFP will be issued for the period of one (1) year ending September 30, 2026, with the option for renewal for up to four (4) one (1) year contracts at the discretion of the State based on performance and/or the continued availability of funds. Contracts will be negotiated on an annual basis.

1.15 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.16 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a

working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below and as seen in **Attachment A**, along with any additional terms and conditions that may be necessary to the performance of the scope of work.

- 2.1** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3.0 of the RFP and by this reference incorporated herein.
- 2.2** The Contractor's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.
- 2.3** The Contractor will use State equipment, supplies or facilities. **YES () NO (X)**
- 2.4** The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.5** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ _____. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.
- 2.6** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
- 2.7** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
 - A. Commercial General Liability Insurance:**
The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
 - B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:**
The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.
 - C. Business Automobile Liability Insurance:**
The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
 - D. Worker's Compensation Insurance:**
The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy,

cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

- 2.8** While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.9** Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

- 2.10** This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.11** This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.12** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
- 2.13** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.14** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.15** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.16** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating

instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

- 2.17** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.18** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.19** In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- 2.20** All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

The Division of Economic Assistance is seeking to identify and contract with agencies that are interested in providing Employment and Training services to SNAP participants.

- The Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) program promotes long-term self-sufficiency and independence by preparing SNAP participants for meaningful employment through work-related education and training activities.
- South Dakota is seeking agencies to enter into a Third-Party Partnership (TPP), in which the agency will provide specialized services that increase employment readiness, increase employment outcomes, offer assistance and guidance in reskilling, upskilling, new skilling, and obtaining certificates and credentials that strengthen the employability of eligible SNAP participants.
- Eligible individuals are SNAP participants ages 16 and over who are receiving food assistance benefits through the State of South Dakota's SNAP program and are able to work upon program completion.
- This partnership will leverage existing expertise in the community and build upon already established employment and training-focused agencies that work with SNAP clients and assist the hardest-to-serve individuals to become economically self-sufficient.

3.1 GENERAL REQUIREMENTS

3.1.1 The Program Operator shall perform all work under all applicable federal and State statutes, regulations, and rules, including but not limited to provisions from the 2 CFR 200, 2 CFR 400, 7 CFR 271-285, 2018 Agricultural Improvement Act, SNAP E&T Toolkit, South Dakota's SNAP Employment and Training State Plan, and the SD SNAP E&T Third Party Partnership Operations Handbook as now and hereafter amended, and the requirements described in this Scope of Work.

3.1.2 The Department will provide the current version of the SD SNAP E&T Third Party Partnership

Operations Handbook and the Program Operator must adhere to the requirements outlined throughout the program year. The most current version of the SD SNAP E&T Third Party Partnership Operations Handbook (see **Attachment B**).

- 3.1.3** The Program Operator shall work closely and collaboratively with the Department, discuss suggestions or issues as issues occur, and incorporate guidance from the Department while performing the work described within this Statement of Work and the SD SNAP E&T Operations Handbook.
- 3.1.4** The Program Operator shall incorporate any policies deemed necessary and created for the SD DSS TPP program by the Department. These policies include but are not limited to Case Management, Fraud, and Supportive Services.
- 3.1.5** The Program Operator shall coordinate and prioritize all work to ensure all performance requirements are fulfilled by their deadlines.
- 3.1.6** The Program Operator shall employ an internal quality control process to ensure that all deliverables are complete, accurate, easy to understand, and of high quality. The Program Operator shall participate in the review and revision process until the Department provides written acceptance of the deliverable.
- 3.1.7** The Program Operator shall retain all supporting documentation for all deliverables for four years (Including the current contract period).
- 3.1.8** The Program Operator must provide copies of any supporting documentation to the Department upon request of the Department and without charge within three business days of the request.

3.2 DIRECT SERVICES

- 3.2.1** The Program Operator shall provide case management services, participant reimbursements, and at least one component to SNAP participants, in alignment with the costs, activity details, maximum limits, and method of disbursement from the Department and the FNS-approved SNAP E&T State Plan, to receive reimbursement for these direct services.
- 3.2.2** Case Management Services - refer to 3.3 Case Management Requirements and the SD SNAP E&T Third Party Partnership Operations Handbook for further details regarding case management services.
- 3.2.3** Participant Reimbursement - refer to the allowable supportive service reimbursement limits table provided in the SD SNAP E&T Third Party Partnership Operations Handbook for further details regarding participant reimbursements.
- 3.2.4** Components - refer to the SD SNAP E&T Third Party Partnership Operations Handbook for further details regarding which components are reimbursable to the Program Operator. The Program Operator may seek reimbursement on additional components AFTER written approval from both the Department and USDA Federal Nutrition Services (FNS).

3.3 CASE MANAGEMENT REQUIREMENTS

- 3.3.1** The Program Operator must provide case management services to all SNAP E&T participants. Case management services must include the following:

- 3.3.1.1** A comprehensive employability assessment. The comprehensive employability assessment is to be completed at the initial case management appointment and at least once a year (ongoing employability assessments are recommended). A Department- approved comprehensive employability assessment is provided in the SD SNAP E&T Third Party Partnership Operations Handbook. The Program Operator may use their own comprehensive employability assessment with written approval from the Program Administrator.
- 3.3.1.2** Individualized employment plans (IEP). IEPs are to be individualized to the client, developed in partnership between a client and case manager, and updated at least once every 120 days. A Department-approved IEP is provided in the SD SNAP E&T Third Party Partnership Operations Handbook. The Program Operator may use their own IEP with written approval from the Program Administrator.
- 3.3.1.3** Progress monitoring through case comments (attempted contact and contact with the client). Progress monitoring through case comments are to be completed at least once a month. Refer to the SNAP E&T Program Operations Handbook for further details on what should be included in a good, high-quality case comment.
- 3.3.1.4** Coordination with and referrals to other employment and training service providers, when applicable (must be developed and revisited when the individualized service plan is developed).
- 3.3.1.5** The Program Operator must conduct follow-up attempts (through email, phone, or written notification) for at least 60 days before closing the client's case when the client has stopped engaging in program services.

3.3.2 Documentation for all case management services and activities must be retained in the client's physical program file as outlined in the SD SNAP E&T Third Party Partnership Operations Handbook.

3.3.3 All forms of case management services, communication, and activities must be entered as outlined in the SD SNAP E&T Third Party Partnership Operations Handbook.

3.3.4 Refer to the SD SNAP E&T Third Party Partnership Operations Handbook for further details on case management services and expectations.

3.4 PERFORMANCE REQUIREMENTS/REPORTING

3.4.1 Data Entry

3.4.1.1 The Program Operator shall use a manual tracking system of reporting as required in the SNAP E&T Program Operations Handbook for all reporting of programmatic activity.

3.4.1.2 These programmatic activities include, but are not limited to:

- Verifying client SNAP E&T program eligibility;
- Client activities;
- Client attendance hours;
- Client participant reimbursements;

- Client employment and credential outcomes; and
- Client case comments.

3.4.2 The Program Operator shall use data tracking reports to manage the data entry workload, ensure data entry completion by the 6th of each month (for services rendered in the previous month), and determine the number of SNAP participants and services that the Program Operator can request reimbursement for each month. These reports include, but are not limited to:

3.4.2.1 TPP Monthly Participation Report Form

3.4.2.2 Other reports recommended by the Program Administrator

3.4.3 Participant Logs and Invoices

3.4.3.1 The Program Operator shall submit Participant Logs and Invoices monthly via encrypted email, as outlined in the SD SNAP E&T Third Party Partnership Operations Handbook.

3.4.3.2 Participant Logs are due by the 5th of each month (for services rendered in the previous month), unless otherwise requested by the Program Administrator.

3.4.3.3 Invoices are due by the 15th of each month (for services rendered in the previous month), unless otherwise requested by the Program Administrator. The Program Administrator will review and approve invoices no earlier than the 7th of the following month.

3.4.3.4 If the above days do not fall on a business day, the participant logs/invoices will be due on the next business day.

3.4.3.5 If the Program Operator does not plan to submit an invoice, the Program Operator must inform the Program Administrator in writing by the 5th of the month.

3.4.3.6 If the Program Operator needs an extension to submit their monthly Participant Log and/or Invoice, the Program Operator must seek written approval from the Program Administrator prior to their submission deadline.

3.4.3.7 If the Program Administrator does not receive the Program Operator's invoice within 30 days of the invoice's due date, the Program Operator may forfeit their reimbursement at the Department's discretion.

3.4.4 Budget And Budget Amendments

3.4.4.1 A budget must be submitted using the budget template provided by the Department and include the following:

- Costs must be tied to services that meet or exceed the requirements and expected outcomes and a majority of the funding allocation are spent on participants.
- Costs must describe expenses and necessity and a reasonable cost per client amount for the services provided.
- Costs must be associated with personnel activities and program development work.
- A thorough budget narrative must be submitted.

- 3.4.4.2** Program Operators are responsible for using the invoice template provided by the Department for this program.
 - 3.4.4.3** It is at the Department's discretion to reduce or add funding to the existing contract via a contract amendment at any point during the contract period, based on program oversight findings and monitoring of spend-down.
 - 3.4.4.4** Any budget modifications, which may include an increase in the average cost/participant, adjusting or moving expenses from one line item to another (ex: Admin to PRM), must be submitted by email and approved by the Program Administrator before any changes or adjustments are made to the budget. Any budget adjustments greater than 10% shift across line items will require the Department's SNAP E&T Management approval and a contract amendment.
 - 3.4.4.5** The Program Operator shall provide the Department with an estimate of potential unspent funds for the remainder of the federal fiscal year by April 15, unless otherwise requested by the Program Administrator.
 - 3.4.4.6** Requests from Program Operators to increase their budget allocation must be submitted by email to the Program Administrator between April 16 through June 15. Requests to increase budget allocations will require the Department's SNAP E&T Management approval and a contract amendment.
 - 3.4.4.7** If the above dates do not fall on a business day, the certification will be due on the previous business day.
- 3.4.5 Success Stories**
- 3.4.5.1** The Program Operator shall provide success stories to the Department annually at the end of the Federal Fiscal Year.
- 3.4.6 Program Operator Plans and Request for Proposal (RFP)**
- 3.4.6.1** As a condition of a contract extension, the Program Operator shall provide an updated Program Operator Plan, or RFP application, between late spring and mid-summer, as part of the contract extension process for the next federal fiscal year. Deadlines and expectations for these documents will be communicated with the Program Operator by the Department 60-90 days in advance of the submission deadline.
 - 3.4.6.2** If the Department does not receive an updated Program Operator Plan (or RFP application), or the Department cannot approve the Program Operator's submitted plan by their internal procurement timeline, the Department will not be able to offer a contract extension for the new federal fiscal year; the Program Operator's current contract will expire as of the listed Current Contract Expiration Date.
 - 3.4.6.3** Program Operators are responsible for budgeting themselves appropriately to ensure the funding lasts through the fiscal year so that they can continue to provide services through the contract term.
 - 3.4.6.4** Program Operators must adhere to the program design and costs outlined in their approved Program Operator Plan (or RFP application).

- 3.4.6.5** Contract extensions will occur via a contract amendment and will include an updated budget, Statement of Work, and Exhibits for the new federal fiscal year. Contract extensions are not to exceed five years from the original Contract Performance Beginning Date.

3.4.7 Department-Led Training and Program Meetings

- 3.4.7.1** The Program Operator must have direct service staff in attendance at the SD SNAP E&T Kick-Off Meeting. This annual training is held at the start of the program year and discusses various topics, including but not limited to: program goals, governance structure, fiscal and budget information, billing process, program design and requirements.
- 3.4.7.2** The Program Operator must have at least one staff member in attendance at additional department-led training and program meetings. This may include, but is not limited to:
- SD SNAP E&T group training and group technical assistance meetings;
 - SD SNAP E&T Quarterly Forums;
 - Department-led Virtual Meetings;
 - Department-led special projects and initiatives (when appropriate); and
 - If the Program Operator is unsure if or when their staff should attend a department- led training and program meeting, they are to seek guidance from the Program Administrator.

3.4.8 Statewide Performance Outcomes

- 3.4.8.1** The Program Operator must track and report specific program performance outcome measures as outlined in the SD SNAP E&T Handbook.

3.5 MONITORING

- 3.5.1** The Department will conduct random, monthly spot-checks on client files and supporting documentation for completion and accuracy. Failure to complete data entry or provide supporting documentation may result in delayed invoice approval or denial of reimbursement expenses.
- 3.5.2** The Department will conduct a Management Evaluation for all new Program Operators during the first contract year, and at least every third year the Program Operator is contracted with the Department. The Department will conduct the management evaluations virtually or in person. The management evaluation will include a sample review of SNAP recipients' files. A report summarizing the management evaluation will be sent to the Program Operator within 14 days following the management evaluation.
- 3.5.3** The Department will conduct a fiscal review, file reviews, and interviews with the Program Operator and staff as needed in all other contract years.
- 3.5.4** The Department will inspect the Program Operator's records to ensure compliance regarding the performance and terms of this Statement of Work and the FNS-approved SD SNAP E&T State Plan.
- 3.5.5** The Program Operator shall adhere to any additional State and Federal audits that are deemed necessary by the Department.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP.
 - 4.3.1** Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - 4.3.2** Dates of the service/contract; and
 - 4.3.3** A brief, written description of the specific prior services performed and requirements thereof.
- 4.4** The offeror may be required to submit a copy of their most recent independently audited financial statements.
- 4.5** If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated. Examples include: Proposal was not received on time. Proposal was not signed. Electronic file was not provided.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1** Only a PDF copy shall be submitted via SFTP folder.
 - 5.1.1** The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2** All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 RFP Form.** The State's Request for Proposal form (1st page of RFP) completed and signed.
 - 5.2.2 Executive Summary.** The one-to-two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 Cost Proposal. Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

6.1.2 Resources available to perform the work, including specialized services, within the specified time limits for the project;

6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

6.1.4 Availability to the project locale;

6.1.5 Familiarity with the project locale;

6.1.6 Proposed project management techniques; and

6.1.7 Ability and proven history in handling special project constraints;

6.1.8 Cost proposal.

6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 Award: The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.

6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

6.5.3 Only the response of the vendor awarded work becomes public. Responses to work orders for vendors not selected and the evaluation criteria and scoring for all proposals are not public. Vendors may submit a redacted copy with the full proposal as stated in Section 1.12 Proprietary Information. SDCL 1-27-1.5 and See SDCL 1-27-1.5 and 1-27-1.6.

7.0 Cost Proposal

Offeror's cost proposal must address the Scope of Work as outlined in Section 3.0. Offerors must utilize the SD SNAP E&T Program Operators Budget Template (**see Attachment C**).

**STATE OF SOUTH DAKOTA
SUB-RECIPIENT AGREEMENT
Between**

[NAME OF SUBRECIPIENT] [ADDRESS] [CITY, STATE, ZIP CODE] [TELEPHONE NUMBER]	State of South Dakota Department of Social Services DIVISION OF ECONOMIC ASSISTANCE 700 Governors Drive Pierre, SD 57501-2291
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 Referred to as Sub-Recipient

 Referred to as State

The State hereby enters into this agreement (Agreement) for a grant award of Federal financial assistance to Sub-Recipient in consideration of and pursuant to the terms and conditions set forth herein.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

The pass-through entity requirements, as described in 2 CFR 200.332(b), are attached hereto as Exhibit A and incorporated herein. The information in Exhibit A may change without Sub-Recipient's consent if there is a change in the award or funding stream. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on October 1, 2025 and will end on September 30, 2026, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-Recipient will undertake and complete the work or performance described as:

B. If the State will undertake or complete any work or performance under this Agreement it is described as follows:

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of _____.

Amount provided by State/Grantor is	\$
Amount matched by Grantee	\$
Total Grant Amount	\$

Dollars provided by State/Grantor consist of the following:

Non-Federal State dollars \$
Federal Pass-Through dollars \$

Federal ALN #

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

The State shall evaluate each subrecipient's fraud risk and risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income

after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$1,000,000 or more in federal awards during the Sub-Recipient's fiscal year (\$750,000 for fiscal years on or before September 30, 2024), the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$1,000,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the nine months following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict-of-interest policy is enforced within the recipient's or Sub-Recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-Recipient's website;
- (C) An effective internal control system is employed by the recipient's or Sub-Recipient's organization; and
- (D) If applicable, the recipient or Sub-Recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-Recipient's website.

Sub-Recipient certifies that its internal control system includes cybersecurity and other measures to safeguard information.

Sub-Recipient certifies that it will take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

Whenever applying for funds, requesting payment, and submitting financial reports, Sub-Recipient asserts the following:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Sub-Recipient further represents that any concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict-of-interest policy, Sub-Recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-Recipient understands that any change in the conflict-of-interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

- a. For purposes of this Agreement, "Date of Completion" shall mean the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph 12.
- b. The Sub-Recipient shall submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments based on the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- c. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- e. Whether audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the date the State approves the final financial report.
- f. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.

- g. The Sub-Recipient shall provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.
- h. All close-out requirements must be completed within initial term. days after the “Date of Completion.”
- i. If additional closeout requirements are needed, as described in 2 CFR 200.332(b), they are attached hereto as Attachment and incorporated herein.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

(For Federally funded contracts only). The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination. If termination for breach is effected by the State, any payments due to Sub-Recipient at the time of termination may be adjusted to cover any additional costs to the State as a result of Sub-Recipient’s breach. Upon termination the State

may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If the State terminates for a breach by Sub-Recipient and it is determined that the Sub-Recipient was not at fault, then Sub-Recipient shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the confidentiality, indemnification, controlling law and venue, and sovereign immunity provisions.

13. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State upon five days written notice. Sub-Recipient agrees that termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State or any officer, agent or employee of the State and Sub-Recipient waives any claim against the same.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW AND VENUE:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERSESSSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted

with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS/SUB-RECIPIENTS:

The Sub-Recipient may not use subcontractors or subgrantees to perform the services described herein without the express prior written consent of the State. Sub-Recipient will include provisions in its subcontracts requiring its subgrantees to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Sub-Recipient will cause its subcontractors, subgrantees, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and or subgrantees. The Sub-recipient shall assist in the vetting process.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior, or is considered by the state to be a security risk.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict-of-interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment,

suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. This agreement is the result of request for proposal process, RFP # _____

25. Does this agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein and by this reference made a part hereof. See Attachment .

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

Executive Order 2020-01 provides that for contractors, vendors, suppliers or subcontractors with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement Contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

27. COMPLIANCE WITH SDCL ch 5-18A:

Sub-Recipient certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

28. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

29. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.

30. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

31. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

32. WORK PRODUCT:

Sub-recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by Sub-recipient in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by Sub-recipient without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

33. IT STANDARDS:

Any service, software or hardware provided under this agreement will comply with state standards which can be found at https://bit.sd.gov/bit?id=bit_standards_overview.

34. INDEMNIFICATION:

Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense.

This section does not require Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

35. SOVEREIGN IMMUNITY:

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

36. INSURANCE:

At all times during the term of this Agreement, Sub-recipient shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

Sub-recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

Sub-recipient agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than one million dollars \$1,000,000.

C. Business Automobile Liability Insurance:

Sub-recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

Sub-recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, Sub-recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-recipient shall furnish copies of insurance policies if requested by the State.

37. CONFIDENTIALITY OF INFORMATION:

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to Sub-recipient by the State and all information, regardless of its format, obtained by Sub-recipient through the provisions of services as contemplated by this Agreement. Sub-recipient, and any person or entity affiliated with Sub-recipient shall not disclose any Confidential Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-recipient, and any person or entity affiliated with Sub-recipient shall not: (i) disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of Confidential Information except to exercise rights and perform obligations under this Agreement; (iii) make Confidential Information available to any of its employees, officers, agents or sub-recipients except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Sub-recipient, and any person or entity affiliated with Sub-recipient is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. Sub-recipient, and any person or entity affiliated with Sub-recipient shall protect the confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced.

Confidential Information shall not include information that: (i) was in the public domain at the time it was disclosed to Sub-recipient or to any person or entity affiliated with Sub-recipient; (ii) was known to Sub-recipient, or to any person or entity affiliated with Sub-recipient, without restriction at the time of disclosure from the State; (iii) was disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-recipient, or by any person or entity

affiliated with Sub-recipient, without the benefit or influence of the State's information; or (v) becomes known to Sub-recipient, or to any person or entity affiliated with Sub-recipient, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers or other clients to whom the State provides services of any kind. Sub-recipient understands that this information may be confidential and protected under state or federal law. Sub-recipient agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-recipient agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Sub-recipient will enforce the terms of this Confidentiality Provision to its fullest extent.

Sub-recipient agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter.

Sub-recipient will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Sub-recipient agrees to return to the State, at Sub-recipient's cost, any Confidential Information or documentation maintained by Sub-recipient regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Sub-recipient and State.

38. DAVIS-BACON ACT:

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

39. COMPLIANCE WITH 40 U.S.C. 3702 AND 3704:

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

40. FUNDING AGREEMENT AND "RIGHTS TO INVENTION":

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

41. FORCE MAJEURE:

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or any causes beyond the party’s reasonable control provided, however that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

42. WAIVER OF BREACH:

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions in this Agreement.

43. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

44. AUTHORITY TO EXECUTE:

Sub-recipient represents and warrants that:

- A. Sub-recipient is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- B. The execution, delivery and performance of this Agreement has been duly authorized by Sub-recipient and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Sub-recipient to enter into this Agreement and perform its obligations under this Agreement;
- C. Sub-recipient is duly authorized to conduct business in and is in good standing in each jurisdiction in which Sub-recipient will conduct business in connection with this Agreement; and

- D. Sub-recipient has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Sub-recipient's performance of the services. Sub-recipient will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

AUTHORIZED SIGNATURES:

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

NO SIGNATURE REQUIRED AT THIS TIME

Grantee Signature

Date

Grantee Printed Name

State - DSS Division Director

Date

State - DSS Chief Financial Officer Jason Simmons

Date

State – DSS Cabinet Secretary Matthew K. Althoff

Date

Vendor Number **Group**

State Agency Coding:

ALN #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person _____
Phone _____

Subrecipient Program Contact Person _____
Phone _____
Subrecipient Program Email Address _____

Subrecipient Fiscal Contact Person _____
Phone _____
Subrecipient Fiscal Email Address _____

Federal Award Identification Information

* Sub-Recipient's name must match the name associated with its Unique Entity ID(SAM)

Exhibit A

a. Sub-Recipient Name*			
b. Sub-Recipient's Unique Entity ID(SAM)			
c. Federal Award Identification Number (FAIN)			
d. Federal Award Date			
e. Sub-Award Period of Performance Start and End Date			
f. Amount of Federal Funds obligated to the Sub-recipient	\$		
g. Total amount of the Federal Funds obligated to the Sub-recipient including current obligation	\$		
h. Total Amount of Federal Award Committed to Sub-recipient	\$		
i. Federal Award Project Description			
j. Federal Awarding Agency			
State Agency			
Agency Division			
State Program Contact			
k. ALN #		ALN Name	
l. Award for Research & Development?			
m. Indirect Cost Rate for Federal Award			
n. Funding Source(s)		Federal Grant Year	

SD SNAP E&T

Third Party Partnership Operations Handbook

State of South Dakota, Department of Social Services



Last updated 04/23/2024

<https://www.sd.gov>

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Acronyms

ABAWD	Able-bodied adults without dependents
CBO	Community Based Organization
CC	Community College
CFR	Code of Federal Regulations
E&T	Employment and Training
EW	Eligibility Worker
FLSA	Fair Labor Standards Act
FNS	Food and Nutrition Services
IEP	Individualized Employment Plan
ITO	Indian Tribal Organization
JR	Job Retention
JST	Job Search Training
LO	Local Office
LOE	Level of Effort
POC	Point of Contact
PR	Participant reimbursement
MIS	Management Information System (eligibility system)
MOU	Memorandum of Understanding
SA	State Agency
SJS	Supervised Job Search
SSI	Social Security Income
SNAP	Supplemental Nutrition Assistance Program
TANF	Temporary Assistance for Needy Families
TPP	Third Party Partner
WIOA	Workforce Innovations Opportunity Act
WR	Work Registrant

Section 1: General

SD E&T provides SNAP participants the opportunity to gain skills, education, training, work or experience that will increase their ability to obtain gainful, unsubsidized employment and meet state and local workforce needs.

Mission and Vision

The purpose of SD E&T is to assist members of SNAP households in gaining skills, training, work, or experience that will increase their ability to obtain regular employment and meet State or local workforce needs. SD E&T fulfills its purpose through interactive and timely case management, education and training services, barrier reduction and support services.

Use of the Provider Handbook

The purpose of this handbook is to provide each E&T partner resources and guidance to successfully operate an E&T Program. This handbook does not replace any existing contracts, MOUs, State or Federal regulation or guidance.

Point of Contact

SNAP Program Administrator 605-773-4678

Service delivery areas

SD E&T operates statewide for ABAWD participants and offers E&T services in the following areas:

- Minnehaha County
- Pennington County
- Yankton County

Third Party Partners

State agencies may enter into formal agreements with Third Party Partners (also referred to as Third Party Providers) to deliver services to E&T participants. These are often referred to as TPPs, E&T providers or contractors. TPPs may consist of several different types of agencies such as other government agencies, Community Based Organizations, Education facilities, etc.

Who do we serve in SD E&T?

E&T operates in three primary counties: Minnehaha, Pennington, and Yankton Counties. Minnehaha and Pennington Counties both operate a mandatory E&T Program. The mandatory population is comprised of 18-21 year old head of households. E&T is also operates in Yankton County as a voluntary only area.

Individuals who are not mandatory E&T and are living in Minnehaha or Pennington county may volunteer to participate in E&T program activities. ABAWDs statewide are offered E&T services.

SD E&T targets the following populations:

- 18-21 Head of household mandatory participants
- ABAWDs

SNAP Eligibility

As a condition of eligibility for SNAP benefits each non-exempt household member must comply with SNAP work requirements, known as Work Registrants. Along with work registration and work requirements the SNAP status should be verified monthly to ensure E&T participants continue to receive SNAP benefits. Below is a list of the exemptions that can directly impact an E&T participant's SNAP case. TPPs must always inform the Local Office of any exemptions during their routine work with an E&T participant.

Work Registrants

A work registrant is a SNAP applicant or recipient who must comply with the general work requirements unless exempt.

General Work Requirements (required of all Work Registrants regardless the type of E&T Program)

Work requirements include: registering for work at time of application and every 12 months thereafter; participating in a E&T program if assigned by the State agency; participating in a workfare program if assigned by the State agency; providing information on employment status; reporting to an employer if referred by the State agency; accepting a bona fide offer of suitable employment; and not voluntarily quitting a job without good cause or reducing work hours to less than 30 hours per week.

Federal Exemptions for General SNAP Work Requirement:

- Under age 16 or over age 59
- Physically or mentally unfit for employment
- Subject to and complying with work requirements for other programs (i.e. TANF)
- Caretaker for dependent child under age 6 or an incapacitated individual
- Applying/receiving/appealing unemployment insurance compensation
- Participating in a drug or alcohol treatment and rehabilitation program
- Employed 30 hours a week or earning the equivalent of federal minimum wage x 30 hours per week.
- A student enrolled at least half time.
- Participants applying for SSI benefits have work requirements waived until a decision is made and then the SA shall reevaluate exemption status.

ABAWD

ABAWDs are Able-Bodied Adults Without Dependents who are work registrants between the ages of 18 – 52 who have no one under the age of 18 in their SNAP household. ABAWDs have an additional work requirement in tandem to the general work requirements. See the ABAWD section for more information.

Expectations

State Agency staff will:

- Meet FNS guidelines for E&T Program
- Routinely update Local Office/TPPs regarding any policy or process changes in a timely manner. This includes, but is not limited to, updating the provider handbook, and interpret policy.
- Management Evaluations – program reviews
- Process invoices timely
- Coordinate with TPPs

Local Office staff will:

- Inform SNAP applicants and recipients regarding the benefits of E&T
- Emphasize the work requirement to ABAWDs
- Screen for appropriateness to E&T
- Refer participants to appropriate E&T partners

Third-Party Providers will:

- Provide quality services that support someone's reduction or elimination of SNAP benefits
- Ensure E&T participants are offered case management and at least one E&T component
- Provide participant reimbursements or support services as needed to eliminate barriers
- Refer to other agencies if participant reimbursements are not available in house

- Maintain records
- Inform State Agency of participation, exemptions, hours that meet the Work Requirement
- Data
- Billing with support documentation

Noncompliance with General SNAP Work Requirements

SNAP rules require the Local Office to routinely assess each recipient's circumstances as they relate to the SNAP work requirements. Report any information relating to the circumstances in Table 1: General SNAP Work Requirements within two (2) days of receipt, especially if the circumstances being shared are questionable or incomplete.

Table 1: Situations that relate to the General SNAP Work Requirements

	Reduction of time spent working (any)	
	Job separation (resignation or termination)	
	Noncompliance with mandatory (only) SNAP E&T	
	Limitation with being available to work	
	Job offer (and if declined for any reason)	

Section II: Communication and Training

TPPs are expected to routinely engage in two-way communication and routine professional development to strengthen the program, its objectives and above all else, support the SD E&T participant.

Communication includes:

- Confirmation of SNAP Eligibility
- Status changes
- Circumstances that could impact someone's SNAP eligibility
- Provider Determinations
- Data collection and validation
- Collaborative meetings
- Onboarding new staff
- Civil rights training
- Quality improvement

Confirmation of SNAP eligibility

SD E&T services may only be provided in any given month if someone is receiving SNAP benefits (see Job Retention for the only exception). SNAP status should be verified monthly by the TPP before providing SD E&T services.

This is completed by the TPP contacting designated state office staff to verify initial SNAP eligibility and ongoing monthly verification on the 1st of every subsequent month a participant receives services (except for Job Retention).

The State Agency will recoup any funds spent on someone that was ineligible upon the delivery of services being provided and reimbursed if this requirement is not strictly adhered to by the TPP. Any reimbursement or eligibility concerns should be explored with the State Agency proactively.

Status Changes

It is imperative that all SD E&T participations are correctly identified by the State Agency as well as the TPP. "Status" refers to the following conditions only:

- ABAWD vs Non-ABAWD
- Mandatory Participant vs Voluntary Participant
- Exit

Information, when received by the TPP or Local Office, should always be shared as promptly as possible. Therefore, this must be mutually shared within two (2) business days of the receipt of the information. This must be shared by secure exchange of information. All parties shall utilize Appendix XIV: Status Change form when sharing status change information.

The SA will adhere to this expectation by ensuring that the TPP is informed of a non-ABAWD becoming an ABAWD.

Sharing information that may impact SNAP eligibility

Everyone's individual and household circumstances can change quickly. Sometimes these changes can directly impact SNAP benefits. TPPs are not authorized to make any decisions that impact SNAP eligibility under any circumstances. However, the Local Office does require that TPPs share information that may impact SNAP eligibility. It is imperative that the TPP share information regarding these types of SNAP eligibility circumstances within two (2) business days from the receipt of information:

- Change in exemptions
- Noncompliance with the General SNAP Work Requirements
- Tracking and reporting activities that contribute to the [monthly] ABAWD work requirement
- Change in income
- Good cause circumstances

This information should be sent to the Local Office via the Status Change Form provided in Appendix XIV.

Change in exemptions

Any information the participant shares with the case manager that could be a potential work registration exemption must be shared with the Local Office. TPPs are expected to report the information to the Local Office within two (2) days of receipt, especially if the circumstances being shared are questionable or incomplete.

Provider Determinations

The TPP has the responsibility to issue a Provider Determination if a participant is not a good fit for the E&T program.

The TPP can move an E&T participant from any component to another component where the individual is better suited without needing a Provider Determination. In these instances, the TPP must inform the DSS Benefits Specialist of the participant's enrollment in a new component. Before the TPP explores a Provider Determination, they will review the good cause process and exemption criteria and refer to DSS as applicable.

TPP Responsibilities

Before a Provider Determination is made, a meeting should be scheduled with the SNAP Program Specialist to discuss the specifics of each situation. As the SNAP E&T provider, the TPP has the responsibility to issue a Provider Determination if a participant is not a good fit for an E&T component. If advised by the DSS SNAP Program Specialist to proceed, the following steps will occur:

- the TPP must inform DSS within 10 days of making the determination to include:
 - o The circumstances surrounding determination decision
 - o A suggested next step for the individual

Only the SD E&T TPP has the authority and responsibility to make the provider determination. Since SD E&T TPPs know their programs best, providers have flexibility to use their own judgment to determine if an individual is not a good fit for their program. SD E&T TPPs must not discriminate against protected classes when making provider determinations. State Agency staff should review provider determinations to ensure E&T providers are making reasonable decisions about which individuals are not a good fit for SD E&T.

Process

TPPs must utilize the Status Change form (see Section 2 page 8) when providing information for the State Agency to consider when deciding if someone is a SD E&T participant. TPPs must fully inform the State Agency as to the reason for the ill-suited determination, regardless of timeframe. Nonetheless, SD E&T TPPs are to strive to provide this information to the State Agency within 10 days of discovery. Once received the State Agency determines the next step for the participant.

Collaborative meetings

At a minimum the TPP will meet with State Agency staff no less than monthly.

Onboarding new staff

Civil rights training

Even though it is the primary responsibility of the State Agency to ensure the correct application of civil rights laws and regulations to SD E&T, TPPs are expected to support the State Agency with each of the below responsibilities (as applicable):

- Comply with Federal law and ensure that individuals eligible for and participating in SD E&T are not discriminated against based on race, color, national origin, age, sex (including gender identity and sexual orientation), religious creed, disability and political belief.
- Ensure policies are implemented in accordance with Title II of the Americans with Disabilities Act (ADA)/ Americans with Disabilities Act Amendments Act (ADAAA) and Section 504 of the Rehabilitation Act requirements.

- Ensure locations are physically accessible to individuals with disabilities and free auxiliary aids and services and other reasonable modifications are provided.
- Verify effective communication is provided to individuals with disabilities (i.e., Braille, large print, sign language interpreter, etc.).
- Display the appropriate And Justice For All poster in a prominent area for the public to view.
- Ensure public websites that provide information regarding SD E&T have the full nondiscrimination statement, or a direct hyperlink to it, on their respective program home webpages.
- There are no substantive differences in client referrals to SD E&T activities based on race and/or ethnicity.
- Ensure staff involved in all levels of SD E&T receive annual Civil Rights training.
- Ensure meaningful access to persons with limited English proficiency (LEP).
- Translate vital documents based on the results of the SA's language assessment of what languages other than English are spoken most frequently statewide and provide interpreter services to program applicants and participants free of charge.
- Notify program applicants and participants of the availability of free language assistance services.
- Ensure that citizenship and immigration status does not give rise to discrimination.

Required training

All TPP staff with any SD E&T duties must complete the civil rights annually. This includes managers, supervisors, frontline staff, volunteers and subrecipients. The State Agency provide the training to TPPs at no cost.

Application of Reasonable Modifications in SD E&T

The Americans with Disabilities Act requires public entities to make reasonable modifications to allow participants with disabilities to participate in programs. If the public entity can demonstrate that a particular modification would fundamentally alter the nature of its service, program, or activity, it is not required to make that modification. However, SNAP SAs (and representatives) are expected to begin a conversation with SNAP participants and potential SD E&T participants during eligibility to learn of any potential accessibility concerns. The SA considers the participant's concern and make timely and reasonable modifications to serve the household in SD E&T. TPPs should provide any information regarding potential modifications to the SA expeditiously.

Coordination of services

TPP will coordinate with other outside agencies to best help the SD E&T participant for any services that the TPP does not provide.

Section III: Key Elements of SD E&T

Key Services and Components

Anyone referred is considered a SD E&T participant the moment they engage with the SD E&T program, at any level. Table 2 is a graphical representation of the general flow of services within the SD E&T program.

Table 2: General Flow



Table 3: SD E&T Timeframes

Activity	Timeframe
Referral to SD E&T	Upon application/certification
Orientation / Intake	Within 10 business days of referral
Employability Assessment	Within 5 business days of orientation or intake
Individualized Employment Plan	Within 5 business days of employability assessment
Component Placement & Participation	Within 5 business days of IEP
CM/Progress Monitoring	Interactive appointment at least 1+/month
Exit	Determined by SA

ABAWD Time Frames:

Activity	Timeframe
Referral to SD E&T	Upon application/certification
Orientation / Intake	Within 5 business days of referral
Employability Assessment	Within 5 business days of orientation or intake
Individualized Employment Plan	Within 5 business days of orientation or intake
Component Placement & Participation	Within 5 business days of orientation or intake
CM/Progress Monitoring	Interactive appointment at least 1+/month
Exit	Determined by SA

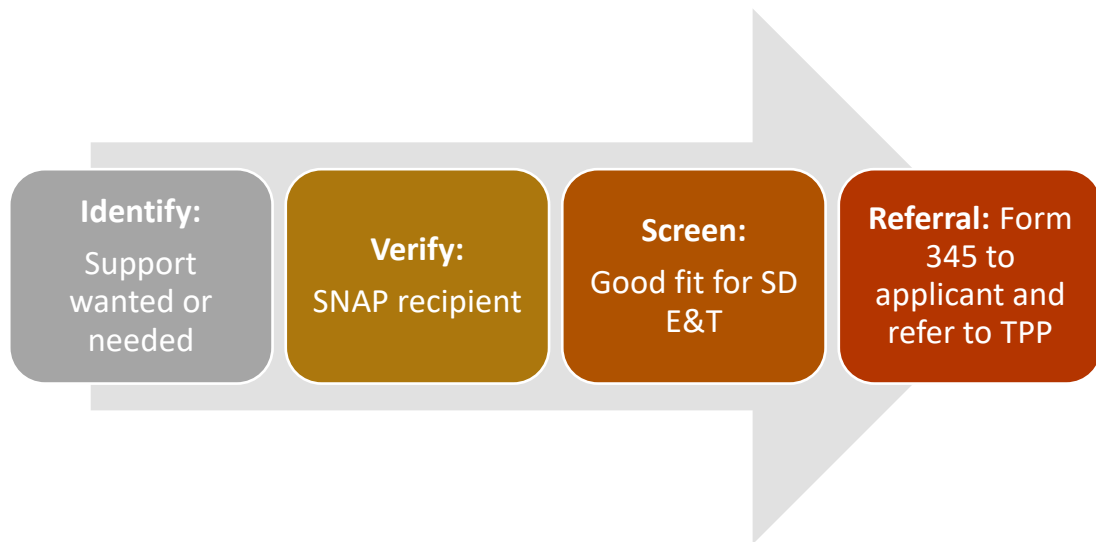
Referral to SD E&T

SD E&T operates under a “no wrong door” philosophy. SD E&T participants can enter the program via direct and reverse referrals. Moreover, TPPs refer SD E&T participants out for services as needed.

Screening and Referral to E&T Program

Eligibility workers must screen all work registrants against State-specific criteria to determine the appropriateness to refer to the E&T program. Screening is required for all work registrants prior to referral to all voluntary or mandatory E&T programs and reverse referrals. Direct referrals are the most common way that SNAP recipients enter SD E&T.

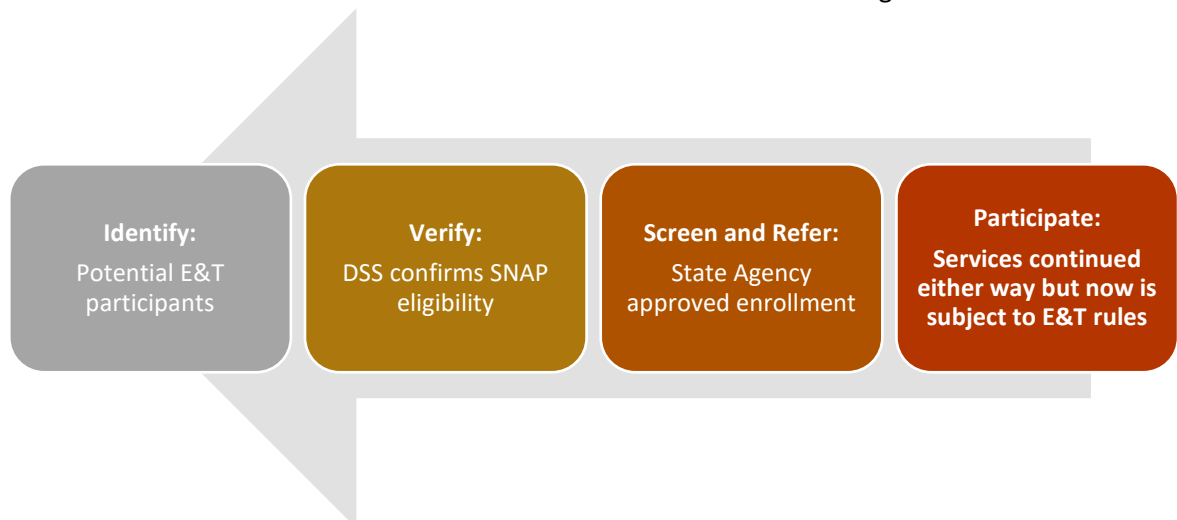
Table 4: Direct Referral Process Flow



Reverse Referrals

Individuals identified as potential E&T participants by E&T TPPs, providers or Community Based Organizations. Potential reverse referrals must be referred to the SNAP eligibility office for determination if eligible for SNAP benefits, already receiving SNAP benefits and screening for appropriateness for referral to the E&T program. SNAP funds cannot be billed until someone is approved for SNAP. Those not approved for SNAP will continue services with the TPP, outside of SD E&T until the date in which SNAP eligibility can be verified. Referrals to other Community Based Organizations are encouraged when support not currently offered is available.

Table 5: Reverse Referral Process for someone receiving SNAP



It is illegal to solicit participants to apply for SNAP benefits to join SD E&T. There are instances in which a provider is working with someone that may be SNAP eligible but has not applied for SNAP to date. TPPs are strongly encouraged to support these participants with information about the option to apply for SNAP.

Enrollment process: Intake/Orientation

Intake/orientation is a critical step. TPPs may choose which method (i.e. orientation or intake) is most appropriate to enroll someone referred into SD E&T. Both may be done individually or in a group setting. It may also be provided through audio-visual methods if participants have the opportunity for face-to-face appointments and provide answers to questions asked during the session.

Assessment

A SD E&T participant should be assessed prior to placement in a specific component. An assessment should include an in-depth evaluation of employability coupled with employment goals and skills assessments. The results of the assessment should be reviewed with the SD E&T participant and then utilized such that the individual can be matched with criteria for participation for individual components and specific SD E&T activities as well as drive the development of the IEP. SD E&T participants should be assessed prior to placement in a specific E&T component. The objective of the assessment is to determine the most appropriate E&T component and services for participants. An example is in Appendix XIV.

Examples:

Skill or Knowledge	Assessment Tool
Literacy Level	Standardized tests, one-on-one interview/observations (i.e., client's ability to read and complete forms)
Communication Skills (including English proficiency)	Standardized test, one-on-one interview
Education	Questionnaire, resume, or one-on-one interview
Employment History	Questionnaire, resume, or one-on-one interview
Employment-Related Skills, Abilities and Interests	Questionnaire, one-on-one interview, or online assessment
Employment Barriers and Steps Necessary to Overcome Barriers	Questionnaire, one-on-one interview

Individualized Employment Plan (IEP)

TPPs should be prepared to assist participants in developing their IEP. The IEP should outline the overarching goal: *enhanced employability*. This is typically completed (or at least updated) after assessment to incorporate one's interests, goals, strengths, and barriers. An example is in Appendix XIV. All IEPs are personalized and may include things such as:

- Employment/training objective (should be consistent with assessment)
- Activities that connect between the services to be provided and the desired outcomes
- Field in which the participant wants to obtain employment or education
- Type of desired employment or education
- Expected and preferred salary range

- Amount of training/education required for desired position(s)
- Steps required to remove barriers (including services and agency for the referral if external)
- Frequency for updates to IEP
- Tentative timeframes, dates or locations for completion of each step
- Plan for hours to meet the ABAWD's work requirement (if applicable)
- Statement regarding the participant's responsibilities and consequences of failing to comply
- Signature and date of the participant and TPP staff

Physical Case File Requirements:

The following items must be retained in the physical file and available for review at any time by the State Agency:

- Comprehensive Employability Assessment
- Individualized Employment Plan
- Case Management Notes and progress comments
- Coordination with and referrals to other employment providers or needs
- Initial contact and follow up contact attempts noted in file
- Component activity information on start/end dates and monthly updates
- Participant Tracking items on excel sheet
- Participant Reimbursements/Supportive Service payments made
- Other items as needed

Section IV: Components

Activities

E&T activities are several types of employment or training services that compose an E&T component. E&T components are made up of E&T activities. For example, the Job Search Training component is made up of several activities including employment assessments, assistance with resume writing and interviewing skills, instruction on performing a job search and possibly other activities.

Component Placement and Participation

SD E&T participants must be matched with the SD E&T components and activities that meet their unique training needs and that are likely to lead to new skills and improved employment. SD E&T participants should consider the (1) criteria for placement and (2) minimum level of effort for each component before participation. Participants should be placed in components that align with their assessment and employment plan to increase their ability to obtain suitable employment. TPPs are encouraged and supported with ongoing reassessment and reassignment based on participants needs. SD E&T participants may be assigned to multiple components concurrently.

Timeframe

Participants should be placed in an appropriate E&T component following the creation of their individualized employment plan has been put together. This should occur no later than four (4) weeks of referral except for ABAWDs which should occur within ten business (10) days of referral to SD E&T in order to support them with meeting the work requirements timely. Refer to above table 3 for ABAWDs

Level of Effort

In general, SD E&T strives for the activities for most components to amount to the equivalent of twelve (12) hours of participation monthly. However, the specific level of SD E&T participation varies by component, but must be sufficient to effectively and efficiently structured such that participants make satisfactory progress towards employment. Some components such as Workfare and Work Activity participation level is calculated differently.

Subsidized wages

Currently SD E&T does not include this component in the State Plan. Please consult with the State Agency if this component aligns with your current program.

Ineligible activities

Only activities listed in the contract and/or this handbook are allowable SD E&T activities. TPPs must consult with the State Agency if there is any uncertainty regarding SD E&T activities.

Qualifying vs non-qualifying components

Components can be divided into two groups: qualifying and non-qualifying. Only qualifying components can contribute to the ABAWD work requirement. The State Agency has developed specific SD E&T components to meet the needs of SD E&T participants. Any questions relating to the components, current or future, should be addressed directly with the SA.

Types of Components

Table 6: Component Groupings

Non-Education, Non-Work Components	<ul style="list-style-type: none">•Supervised Job Search•Job Search Training•Job Retention•Self-Employment Training•Workfare
Work Experience Components	<ul style="list-style-type: none">•Work activity•Internship•Pre-Apprenticeship/Apprenticeship•Transitional Jobs•On-the-job training•Work based learning (other)
Educational Components	<ul style="list-style-type: none">•Basic/foundational skills instruction•Career/technical education programs or other vocational training•English Language Acquisition•Integrated education and training/bridge programs•Work readiness training•Education program (other)
Subsidized Work Based Learning Components	<ul style="list-style-type: none">•Internship Subsidized•Pre-Apprenticeship Subsidized by E&T•Apprenticeship Subsidized by E&T•Transitional Jobs Subsidized by E&T•Work Based Learning Other Subsidized by E&T

Fair Labor Standards Act (FLSA)

Several work components that the State of South Dakota uses are subject to the FLSA. Please refer to the federal Department of Labor website for the most updated information. <https://www.dol.gov/agencies/whd/flsa>

Supervised Job Search Component

Participants in SJS receive direct supervision and support from a skilled TPP worker while searching for new employment. Typical activities include, but are not limited to reviewing job search activities, getting feedback, troubleshooting issues, and discussing next steps in someone's search for increased wages. Participants must have at least one meeting per month, this can be in person, remotely or both and can be independently or in a group setting.

Unsupervised Job Search Component

This activity is allowed within SD E&T only if comprises less than half of the time spent in any of the components listed in this handbook. Job search, whether supervised or unsupervised, can count towards the ABAWD work requirement.

Job Search Training Component

Job search training activities may include but are not limited to the following: employability assessment, goal setting, developing a personal marketing strategy, tough question anticipation techniques, self-image development, interviewing techniques, telephone canvassing, basic sales techniques, and development of appropriate work behavior and attitudes necessary to compete successfully in the labor market. These sorts of activities will be a precursor to supervised job search to ensure the customer is fully prepared and able to be successful as they look for employment.

Job Retention Component

Participants in JR receive Case Management and Provider Reimbursements to assist with maintaining [new] employment. This includes services like job coaching and troubleshooting issues that may impact employment. For instance, a job coach could help a participant find constructive ways to handle a dispute with a fellow employee, or help a participant identify a childcare provider. Participation should range for a minimum of 30 days but no longer than 90 days after the person's SNAP case closes. There is no limit to the number of times an individual may receive job retention services, if the individual has re-engaged with SD E&T prior to obtaining new employment. Currently SD E&T does not include this component in the State Plan. Please consult with the State Agency if this component aligns with your current program.

Workfare Component

Workfare is an opportunity for SNAP recipients to perform public service work in exchange for SNAP benefits. This is accomplished through an assignment at a private or public non-profit agency including community-based organizations. The number of sites vary by area of the state and the skills vary dependent upon the site needs and offerings. Workfare is designed to improve a participant's employability through supervised work experience, enabling them to obtain the skills necessary to succeed in a permanent, unsubsidized employment setting. They will not be paid either by the State or by the work site. The number of hours the participant will work is determined by the amount of their SNAP allotment divided by the greater of the State or Federal Minimum Wage with a maximum of 30 hours per week, or 120 hours per month. The goal of Workfare is to gain new skills and move into regular employment and give back to the community simultaneously.

Self-Employment Training Component

Self-Employment training is a component that provides training to design and operate a small business or another self-employment venture. Training should include developing business and financial plans, marketing plans and learn how to access small business grants. Currently SD E&T does not include this component in the State Plan. Please consult with the State Agency if this component aligns with your current program.

Educational Components

Education components include a wide range of activities that improves the skills and employability of E&T participants. Can include basic education and GED courses, vocational training, and post-secondary education. For this group of components, it is imperative TPP's follow the specific FNS funding regulations:

- Do not supplant non-federal funds for existing educational services and activities; and
- SD E&T is not charged more than what the general public would pay for the same service; and
- Information pertaining to students is always transmitted to SNAP eligibility staff to ensure that those enrolled in institutes of higher education meet the SNAP student eligibility regulations.

Basic/Foundational Skills Instruction Component

Basic educational activities may include high school, alternative high school, GED, or basic/remedial education programs. Level of effort is determined by the educational program that the participant is engaged in. Criteria for participation in this component includes participants who have (1) limited English, (2) reading skills below 7th grade level, (3) not completed high school or GED. The participant must be assessed by the educational institution as having the potential to complete: (1) GED, (2) high school diploma, or (3) improve reading/math skills. The participant must have regular and consistent attendance.

Career/Technical Education Programs or other Vocational Training (Secondary Education) Component

Participants in an education work component to secure specific certifications or skills associated with a specific trade. Individuals are provided with the academic and technical knowledge and skills necessary to prepare for further education and careers in current or emerging employment sectors. These activities are typically organized at the post-secondary level for those beyond the age of compulsory high school attendance.

On-the-Job Training Component

Participants in OJT receive Case Management and Supportive Services while placed in work settings with specific training objectives by an employer or registered apprenticeship program sponsor in the public, private or nonprofit sector. Settings in which a contract is not established cannot be utilized for this component. OJT considerations include someone's skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. Activities in this component must be planned and structured.

Work Based Learning Component

Work based learning activities must involve a planned and structured learning experience and emphasize employer engagement, including specific training objectives and leads to subsidized employment. This can include apprenticeships, pre-apprenticeships, customized training, transitional jobs and can be both subsidized and unsubsidized.

Subsidized Employment Component

Currently SD E&T does not include this component in the State Plan. Please consult with the State Agency if this component aligns with your current program.

Volunteering for more hours in work experience components

Mandatory and voluntary participants in any of the work experience program components can volunteer for more hours, so long as the voluntary SD E&T participant receives the same compensation for comparable work for comparable hours earned by non-SNAP SD E&T participant, and no minimum wage laws are violated. However, participants in a work activity or workfare cannot work additional hours, even on a voluntary basis, because their participation is limited to working off the value of their benefit. TPPs should work in conjunction with the State Agency to understand and support SD E&T participation and policy implications.

Case Management

CM is a standalone activity with the SD E&T program. This connection to the SD E&T participant is the key to the program's success since it ensures that program participants are:

- Complete a comprehensive Employability Assessment at initial appointment and at least once a year going forward to ensure that program activities meet participant needs and skills
- Complete an Individualized Employment Plan (IEP) developed in partnership with the participant and updated at least once every 120 days thereafter for active engagement and progress
- Progress monitoring through case comments (attempted contact and contact with the client), timelines and tasks that lead to self-sufficiency
- Record component activities within 14 days or by the 6th of the next month
- Support participant in reducing or removing barriers by receiving support services
- Refer participant to community partners and/or services when needed
- Provide information about the participant's ability to meet the work requirement
- Conduct follow-up attempts (through email, phone, or written notification) for at least 60 days before closing the client's case when the client has stopped engaging in program services.

Each SD E&T participant must receive case management, employment and training activities (i.e. components) and participant reimbursements at a minimum. TPPs must document that CM is occurring a minimum of once per month, regardless of the forum (face-to-face, by phone, virtually, etcetera).

Case Notes

TPPs are expected to maintain case notes for each SD E&T participant regarding each case management appointment. The elements of each case should include the following elements:

- Date
- Type of case management
- Amount of time spent with the participant
- Summary of interactions
- Next steps if needed

The best case notes include content regarding:

- Topics discussed during the appointment
- How the appointment related to the IEP
- How the IEP goals and objectives are being met
- Interventions and techniques used during the appointment and their effectiveness
- General observations about the SD E&T participant
- Any progress or setbacks
- The SD E&T participant's current strengths and challenges
- Next steps

Case notes are routinely reviewed during all monitoring sessions to evaluate compliance and identify opportunities for improvement.

Section V: Participant Reimbursements

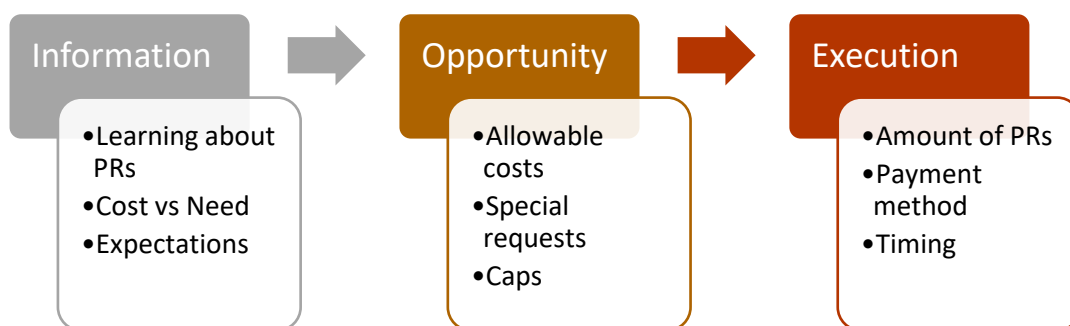
Funding

Only 50/50 participant reimbursement funds can be used for SD E&T Participant Reimbursements. See Section X: Fiscal for more information about match source and other funding considerations with 50/50 participant reimbursement funds.

Participant Reimbursement Process

Supportive services are provided to SD E&T participants via participant reimbursements. All PRs must support program goals and requirements. Table 7 illustrates the typical stages of PRs:

Table 7: Overview of PR Process



Learning about Participant Reimbursements

SD E&T participants are informed about the use and availability of Participant Reimbursements at several points in time: general public-facing marketing efforts, eligibility interview, written notices, intake/orientation, one-on-one case management appointments, various workers, etcetera. Interactive conversations should always occur to assess and support each SD E&T participant's overall employability.

Cost vs Need

State agencies must provide payment to SD E&T participants for expenses that are reasonably necessary and directly related to participation in SD E&T. Participants should be informed that expenses more than the State Agency's allowable reimbursement amount may not be allowed or require special approval.

Table 8: Reimbursement Limits

Support Services:	Limits:
CC – Dependent Care Costs	Going rate up to \$1,000 after other resources have been explored and exhausted
CL – Work Clothing	Up to \$250 Maximum
CS – Workfare Allowance	\$25 each month the ABAWD completes workfare
JE – Job Related Education	Actual cost of fees and equipment rental up to \$500 maximum
JS – Job Search Related Expenses	\$25 Stipend for each occurrence up to \$250 maximum
TO – Tools	Up to \$250 maximum
TR – Transportation (including minor auto repairs)	Current state rate of \$.42/mile, up to \$350 maximum
OT – Other	Up to \$250 maximum

Expectations

The State Agency is mandated to provide supportive services to all SD E&T participants. Anyone working with a SD E&T participant is expected to routinely communicate the availability of Participant Reimbursements and advocate for exceptions, if warranted, to support their path to employability and training and be successful in SD E&T. This includes special requests.

Allowable Costs

Table 9 is a high-level summary of what elements must be in compliance in order for something to be considered an allowable cost.

Table 9: Required elements of allowable costs

Required Element	Description	Example
Reasonable	Provides a program benefit generally commensurate with the costs incurred	TB test required to begin new job
Necessary	Needed to carry out the functions of NETP; cannot be avoided without adverse effects; no duplication of effort	Yes, test is a condition of employment
Directly related	Must have a connection to participation in an approved activity	Yes
Pass prudent person test	Nature and amount do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs	No compliance concerns if publicized or audited

Payment Method

TPP will pay all costs and submit receipts for reimbursement.

Section VI: Exit from Program
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Exit from E&T

Participation can pause and/or end for a variety of reasons: barriers, employment, services available, etc. Providers should routinely inform and consult with the Local Office within 5 days of any difficulties with completing appointments with mandatory SD E&T participants regardless of the reason in which SD E&T participation pauses or ends. If the participant is voluntary then the provider must inform the State Agency within 5 days of any difficulties with completing appointments.

Participant initiated

Participants may choose to end participation at any time. When requested by the participant, TPPs should complete the Status Change Form (see Appendix X) and email to Jennifer.Sterling@State.SD.US within two (2) business days.

Exit date

The exit date is the date in which the individual, regardless of status, was formally exited from SD E&T. This, along with the date of last contact, should be entered on the Status Change Form in Appendix XIV.

Section VII: ABAWDs

Overview

The term ABAWD stands for Able-Bodied Adult without Dependents. Generally, ABAWDs are work registrants that are:

- 18 to 53 years old; and
- Not pregnant; and
- Not responsible for a dependent or residing in a household with a child 18 or younger; and
- Not a Veteran, a homeless individual, or aged out of the foster care system at age 18 until they reach age 25; and
- Without any mental or physical limitations to work (i.e. fit for work); and
- May not meet an exemption listed in (Section 1 Federal Exemptions).

Federal rules dictate that ABAWDs are limited to three full months of SNAP benefits in a three-year period (commonly referred to as the time limit) unless they are fulfilling the ABAWD work requirement.

Countable months

ABAWDs receive a countable month each time they fail to meet the ABAWD work requirement and receive a full month of SNAP benefits. Once ABAWDs have three countable months and may no longer be eligible for SNAP benefits. For the State of South Dakota, the current three-year period in which someone can receive three (3) or less countable months and continue with SNAP is December 2023 to November 2026.

At-risk ABAWDs

An at-risk ABAWD is anyone that has used two (2) of their three (3) countable months to date. This group of ABAWDs are “at risk” of losing their SNAP benefits. Even though TPPs are expected to prioritize serving ABAWDs within SD E&T, at-risk ABAWDs are an even greater priority since they are one of the most vulnerable populations.

Importance of ABAWDs in SD E&T

For SNAP purposes, someone is an ABAWD regardless of their status as a SD E&T volunteer or mandatory participant. It is encouraged that ABAWDs meet their work requirement through the E&T program. Accuracy with tracking and immediate placement in qualifying SD E&T activities are vital to supporting them meeting their work requirement and employability.

Status changes

TPPs are notified if anyone referred to SD E&T is an ABAWD on the referral form (see Appendix XIV) or status change form (see Appendix XIV). It is common for an ABAWD’s status to change through time. For example, someone is considered to be a non-ABAWD once pregnant or meets another potential exemption listed in Section 1 page 6. Even though the Local Office routinely seek to properly identify SNAP recipients, TPPs should always communicate any information that may impact someone’s ABAWD status.

ABAWD Work Requirement

ABAWDs can fulfill the ABAWD work requirement in a variety of ways. ABAWDs must demonstrate that they spend eighty (80) hours or more in any combination of the following activities each month:

- Work (paid or unpaid)
- Volunteering
- In-Kind (work done in exchange for goods or services)
- Participation in qualifying SNAP E&T components
- Participation in another Federal, State or local work program (outside of SNAP E&T)

The required monthly hours for ABAWDs enrolled in the Workfare component varies by ABAWD since they are dependent on the household’s SNAP allotment. The ABAWD household’s required monthly hours are calculated by dividing the household SNAP allotment by the federal or state minimum wage (whichever is higher).

Regaining SNAP Eligibility

ABAWDs may regain SNAP eligibility once they have exhausted their three countable months and should always be referred to their eligibility office for determination of regaining benefits.

Keys to working with ABAWDs

TPPs can best support ABAWDs within SD E&T by:

- Prioritizing placement of ABAWDs in qualifying SD E&T components; and
- Assigning ABAWDs to activities that meet the ABAWD work requirement concurrently within days of their intake or orientation appointment; and
- Staying informed about one's status (ABAWD vs non-ABAWD) and number of countable months accrued to date from month to month; and
- Keeping the SA/LO informed of any situations that may impact SNAP eligibility; and
- Ensuring routine understanding of and support with meeting the ABAWD work requirement, with or without SD E&T; and
- Consulting the SA/LO regarding any calculations pertaining to fulfilling the ABAWD work requirement at a threshold less than the 80-hours a month before informing the ABAWD (when applicable); and
- Assisting with reporting the activities that meet the ABAWD work requirement to the SA/LO in a timely manner; and
- Providing information to the SA/LO regarding situation in which an ABAWD came close, yet was unsuccessful, with meeting the ABAWD work requirement such that it may be waived for a fixed period of time; and
- Making community referrals for needed support if the TPP/SA cannot support the ABAWD with the reduction/removal of barriers; and
- Participating in ongoing trainings and professional development to stay abreast on policies, processes and overall best practices to utilizing when working with all SD E&T participants.

Section VIII: Mandatory SD E&T

SD E&T operates a mandatory E&T program and must disqualify participants who fail to comply with the E&T program without good cause. Failure to comply includes missing appointments or failing to complete the required level of effort of a component. TPP's must inform the State Agency within 2 days of non-compliance but are encouraged to report the non-compliance as quickly as possible.

SA administrative responsibilities

The State must ensure that:

- SD E&T participants must receive the consolidated work notice and oral explanation explaining the mandatory E&T requirement, as applicable;
- individuals referred to E&T must be properly screened for an exemption and appropriateness to the mandatory E&T program;
- ensure there is an appropriate and available opening in SD E&T for each participant referred;
- individuals are exempted if the costs of Participant Reimbursements exceed the State Agency cap, or if the participant reimbursement is not available;
- If a mandatory SD E&T participant fails to comply, the State Agency must establish if the non-compliance is without good cause, and issue a Notice of Adverse Action if appropriate;

TPP Responsibilities

- Set appointments according to Table 3 to ensure timely participation
- Report status change information that can effect eligibility.
- Correct component placement.
- Track participation hours.
- Provide ABAWDs with guidance regarding components and meeting the work requirement.
- Timely report noncompliance or information regarding ABAWDs to the State.

Lack of participation

Lack of participation is defined as no services delivered contact (for a SD E&T component or one-on-one meeting). Any missed or rescheduled appointments should be noted in each participant's case files maintained by the provider. Special attention should be given to mandatory or ABAWD participants since noncompliance without good cause may impact the individual's SNAP eligibility. Providers are expected to provide any helpful information about missed appointments when completing the Status Change Form (see Appendix XIV). This form should be sent to the State Agency within 2 days.

Non-compliance (Conciliation Process)

Assessing for noncompliance

If a participant fails to participate with program requirements, they are sent a Notice of Failure to Participate immediately (See Appendix XIV). The Notice of Failure to Participate schedules an additional appointment for the participant within 7 to 10 days, giving them another opportunity to participate, address barriers, or discuss good cause, and notifies them that their benefits could be affected if they do not keep the appointment. If the appointment is not kept, TPP will notify the State Agency that the participant is non-compliant. TPPs have 2 days to inform the State Agency of the second request for participation that results in noncompliance. This should occur by the TPP using the Status Change form (See Appendix XIV).

The participant is then sent notice of adverse action explains the act of noncompliance committed and the proposed period of disqualification by the Local Office. The notice must also specify that the individual may request a fair hearing and may, if appropriate, reapply at the end of the disqualification period. Information must be included on or with the notice describing the action that can be taken to avoid the disqualification before the disqualification period begins.

If good cause doesn't exist, the SD E&T participant is sanctioned for noncompliance based on the number of occurrences that the individual has failed to meet the SNAP work requirements, including mandatory SD E&T. Table 10 notes the amount of time associated with each occurrence of noncompliance. Note – this applies to the individual's lifetime. The disqualification period for the sanction begins with the first month following the expiration of the 10-day adverse notice period, unless a fair hearing is requested.

Table 10: Timeframes for SNAP Sanctions

1 st occurrence	1 month
2 nd occurrence	6 months
3 rd occurrence and thereafter	12 months

Good cause

It is imperative that TPP staff communicate, not decide, information regarding the circumstances in which someone was noncompliant with mandatory SD E&T. FNS requires State Agencies to assess for good cause within [no more than] ten (10) days upon learning of noncompliance before imposing a SNAP sanction. Consequently, the State Agency/Local Office expect for each TPP to convey any pertinent information for the State Agency to consider with the noncompliance with the status change form (see Appendix XIV).

Good cause includes circumstances beyond the member's control, such as, but not limited to, illness, illness of another household member requiring the presence of the member, a household emergency, the unavailability of transportation, or the lack of adequate childcare. The State Agency will automatically grant good cause to any mandatory SD E&T participant that cannot comply with the requirement if an appropriate spot is not available within the program for their unique needs.

The State Agency will attempt to contact the SNAP recipient and take into account the facts and circumstances, including information submitted by an employer or SD E&T TPP and by the household member involved, in determining whether or not good cause exists.

Participant Reimbursements in Mandatory E&T Programs

State agencies may set caps on the amount of reimbursements that will be paid. However, if a State agency cannot pay for or reimburse participants, or the individual's allowable monthly expenses exceed the State agency cap, then the State agency must exempt the participant from E&T or find another suitable component for which the participant's expenses do not exceed the State's ability to pay. Voluntary participants should be informed that expenses in excess of the State agency's allowable reimbursement amount will not be paid with E&T funds.

Anyone identified as a SD E&T participant cannot be required to participate in SD E&T by the State Agency or TPP for more than 120 hours per month. Consult the State Agency as anyone in SD E&T approaches this threshold since this is a federal requirement.

Limiting the number of SD E&T participants

The State Agency strives to ensure that those referred to SD E&T are suited for immediate participation. The TPP, on behalf of the State Agency, strives to ensure that individuals are referred to appropriate SD E&T components, components are well-matched to the participants' needs, program activities advance the participants' training or experience and that there are enough slots are available to serve all that are referred. This is especially vital for mandatory programs.

In the instances in which there are more SD E&T referrals than available slots in SD E&T, the TPP should contact the State Agency for exemption or good cause. The TPP must keep the State Agency abreast of their capacity status throughout the program but especially when 80% or more of the resources are in unavailable. The work registrants must be either exempted or provided good cause until there is an appropriate component for them to participate and maintain their SNAP eligibility.

Section VIII: Tracking and Reporting

Tracking

All participant activities and components requiring tracking and reported to the State Agency. TPP will use Participant Tracking excel sheet (See Appendix XIV) and provide State Agency information monthly. TPPs are expected to actively collect and regularly inform the State Agency about activities that contribute to an ABAWD's Work Requirements each month. Timeliness is vital since it may directly impact someone's SNAP benefits.

Outcome tracking

TPP must complete tracking excel sheet on the Participation Report Form each month to support outcome tracking. This should include:

- verifying client SNAP E&T program eligibility
- participant activities
- participant attendance hours
- participant reimbursements
- participant employment and credential outcomes
- participant case comments
- participant new hire information at exit of rate per hour and number of hours per week expected to work
- number of individuals who get new jobs in the 2nd quarter following program exit date and their starting wage
- average 2nd quarter wages of individuals who successfully complete an education activity after their exit date
- job retention rate at 30 days upon exit from Workfare component

The defined elements are reported on the Annual Outcomes Report to FNS, not for participant compliance within SD E&T.

Success Stories

At the end of each fiscal year please provide at least one success story.

Section X: Fiscal

E&T is funded through three major funding streams: 100 percent funds, 50/50 funds, and ABAWD Pledge funds. Each of these types of funding is discussed more below.

E&T 100% Funds

100% funds are federal grant funds and can be used for any allowable cost that is necessary and reasonable for the planning, implementation, and operation of a State E&T program. This can include administrative costs, salaries, contracts, and marketing.

100% funds are appropriated annually and cannot be carried over from one federal fiscal year to another, however, if unspent FNS can reallocated these funds to States who request additional 100% funds.

Unallowable Costs

100% E&T funds cannot be used cover the costs of non-E&T processes such as SNAP eligibility, disqualification or on TANF participants. These funds cannot be used for participant reimbursement or supportive services or incentives. Contact the SA/LO for more information regarding allowable costs.

E&T 50/50 Funds

There are two kinds of 50/50 funds, the first one is 50% reimbursement for additional administrative costs to the planning, implementing, and operating of an E&T program that exceed the 100% funds. The second kind of 50/50 funds is a 50% reimbursement for participant reimbursements.

ABAWD Pledge Funds

Every Federal fiscal year States can opt into the additional \$20 million E&T 100% ABAWD Pledge funds. States that pledge must have at-risk ABAWDs that they are prepared to place into qualifying components.

At-Risk ABAWDs

An at-risk ABAWD is an ABAWD who is in their last month of the three-month ABAWD time limit who is not exempt from the time limit and who is not subject to a waiver and is not granted a discretionary exemption. At-risk can be either an applicant or recipient of SNAP benefits.

Qualifying Components

Qualifying activities include education, training and workfare activities that fulfill the ABAWD work requirement. Job search is not a qualifying component on its own but can be offered as part of other E&T components as long as it comprises less than half of the total required time an ABAWD spends in the E&T component.

Allowable Costs – General

Expenditures must be valid obligations of the State or contractor and must be necessary, reasonable and allocable charges under an approved E&T State plan. Allowable costs are specified in the Office of Management and Budget (OMB) cost circulars, SNAP regulations and FNS policy and guidance.

- Must directly relate to an approved E&T component or service;
- Must be necessary and reasonable;
- Must not be for products or services that are outside of the scope of the E&T program; and
- Must not be a general expense required to carry out the overall responsibilities of a State or local government, such as a state's funding for education provided for by statute.
 - Salaries and benefits of personnel involved in the in E&T and administrative support;

- Office equipment, supplies, postage, and copying/printing costs;
- Lease or rental costs;
- Maintenance expenses
- Other indirect costs; and
- Travel for the purpose of fulfilling the objectives of the E&T program.

Reasonable and Necessary

A cost is reasonable if the nature and amount does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

- Provide a program benefit generally commensurate with the costs incurred;
- Are in proportion to other program costs for the function that the costs serve; and
- Are what a prudent person would incur in like circumstances.

A cost is necessary if it is needed in the performance of the program.

- Are incurred to carry functions of E&T;
- Cannot be avoided without adversely affecting program operations;
- Do not duplicate existing efforts; and
- Are the net cost after applicable credits. For example, an organization receives a 5 percent discount for paying for an item with case that has a list price of \$100, so the organization only pays \$95. The organization must identify the cost of the item as \$95 in the SNAP budget.

Educational Activities

E&T funding should be used for educational activities to enhance the employability of SNAP participants, rather than supplant present State funding for existing activities. In addition, all E&T activities, including educational activities, must adhere to Federal cost principles. Federal regulations at 2 CFR 200.444(a)(5) provide that Federal funds cannot be used for the general costs of State or local government. This includes general types of government services normally provided to the general public, such as public education. Lastly, SNAP regulations at 7 CFR 273.7(d)(1)(ii)(C) have specific requirements for E&T funds used for education. These regulations state that Federal funds made available to a State agency for the education component shall not be used to supplant non-Federal funds used for existing services and activities that promote the purposes of the education component.

Examples:

What if an educational activity, such as vocational training, is provided by State or local government, but space and funds are limited and more classes would be required to serve E&T participants? Can a State agency use E&T funds to pay for additional slots?

Answer:

It depends. If the activity is provided as a result of a State commitment to offer the service to any qualifying individual, then using E&T funds to pay for SNAP participants to receive those services would constitute supplanting. This holds even if the State's funds are insufficient to cover the number of individuals for whom the State has committed to provide education services

However, if a training is funded through the State or local government and the State has only committed to serve a limited number of individuals, E&T funds can be used to supplement the State or local funding to cover additional "slots" for E&T participants. This enhances the capacity of the State or local government above and beyond what it currently is to enable additional SNAP E&T participants to receive the training. As in all E&T components, reimbursements for education activities must be reasonable, necessary, and allocable.

What if a community-based organization offers educational activities? Can a State agency use E&T funds to pay for E&T participants?

Answer:

A State agency may use E&T funds to pay for educational activities at community-based organizations provided that they supplement the capacity of the organization to serve E&T participants without displacing existing funds for current students. The community-based organization would also need to figure out the per student cost of its educational activities

and allocate costs to the E&T program accordingly. If the community-based organization charges other grants for these services, the E&T program must be charged consistently with how the other grants are charged. Costs charged to the E&T program must be reasonable and necessary. Funds used to receive reimbursement must not be from a federal source and cannot be used to meet the matching requirements of another program.

Third Party Reimbursement

What State or private funds can be used as the 50/50 share for a 50/50 reimbursement? General State funds, local tax levies, donations from private or non-profit organizations. Subrecipients of a State agency or TPP funders and providers of approved E&T services, can fund E&T activities and the State agency can reimburse them with 50 percent Federal funds. For nongovernmental organizations there must be a cash outlay for the SNAP E&T goods or services provided in order to receive a 50 percent reimbursement. The State share of the E&T funding for a 50 percent reimbursement cannot be from a federal source. Federal E&T funds cannot be used to reimburse expenses paid with other Federal funds unless specified by Federal legislation.

Invoicing

Participant Logs and Invoices must be submitted via encrypted email by the 5th of each month (for services rendered in the previous month). The Program Administrator will review and approve invoices no earlier than the 7th of the following month. If the above days do not fall on a business day, the log/invoices will be due the next business day. If the TPP does not plan to submit an invoice the TPP must inform the State Agency in writing by the 5th of the month. If the TPP needs an extension to submit their monthly log/invoice, the TPP must seek written approval from the State Agency prior to their submission deadline. If the State Agency does not receive the TPP invoice within 30 days of the invoice's due date, the TPP may forfeit their reimbursement at the Department's discretion.

Section XI: Other Considerations

Record Retention

Providers are expected to retain records for a minimum of past three (3) full calendar years in addition to the current year. This will be verified at each monitoring event.

Monitoring

FNS requires the State Agency to routinely monitor TPPs both programmatically and fiscally for compliance with all federal regulations and guidance that relate to all of the SNAP work requirements. The monitoring methodology generally includes a detailed document review, observation of program services and interactive interviews of staff by the SA no less than once every year or more often at the discretion of the State Agency.

Marketing

Marketing directed to individuals already enrolled in SNAP to inform them about SD E&T is allowable. If a TPP intends to use any radio, television, or billboards advertisements to conduct this effort, the SA or Intermediary must ensure they do not promote SNAP benefits or enrollment but can provide information about SD E&T to SNAP participants. Staff may also use social media and websites as part of an informational campaign to encourage participation in SD E&T among SNAP participants.

Section XII: Resources

There following are various resources available to support SNAP SD E&T operations.

Guidance:

- ✓ Work requirements [7 CFR 273.7](#)
- ✓ ABAWD definition [7 CFR 273.24](#)
- ✓ [SD SNAP Policy Manual](#)
- ✓ [FNS E&T Toolkit](#)
- ✓ [Civil Rights Training Video](#)

Reference:

- ✓ [Federal Minimum Wage](#)
- ✓ [State of South Dakota Minimum Wage](#)
- ✓ [Fair Labor Standards Act](#)

State resources:

- ✓ [State of South Dakota TANF program information and online application](#)
- ✓ [State of South Dakota Medicaid program information and online application](#)
- ✓ [State of South Dakota Child Support program information and online application](#)
- ✓ [State of South Dakota Reemployment Assistance program information](#)

SNAP to Skills resources:

- ✓ [SNAP to Skills landing page](#)

Work resources:

- ✓ [WIOA](#)
- ✓ [WIOA Programs](#)
- ✓ workforce partnerships [7 CFR 273.7\(n\)](#)
- ✓ [South Dakota Workforce Development Council](#)

Fiscal oriented:

- ✓ OMB regulations: [2 CFR 200](#)
- ✓ Departmental rules: [2 CFR 400](#)
- ✓ SNAP rules: [7 CFR 271 through 285](#)

Section XIII: Disclosures

Non-Discrimination Statement (NDS)

FNS requires for a NDS to be included on any printed materials funded by SNAP, both for the State Agency and any subrecipients. The long version must be included when space permits whereas the short version is allowable when space does not permit. Nothing within the NDS of either version can be modified whatsoever: font, punctuation, spacing, content, etc. The State Agency must approve any materials produced for SD E&T participants prior to use with SD E&T participants.

Long Version of [NDS](#)

This is the long version of the NDS that TPPs may use for SD E&T materials:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Short Version of NDS

This is the short version of the NDS that TPPs may use for SD E&T materials:

This institution is an equal opportunity provider.

USDA Funding Credit Statement

Per FNS, the following funding credit statement must be included on printed materials as well:

This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.

Section XIV: Appendix
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- H.** Employability assessment
- I.** Individualized Employment plan (IEP)
- J.** Status Change form
- K.** Participant Tracking excel Sheet
- L.** Notice to Participate letter
- M.** Notice of Failure to Participate letter
- N.** Invoice Examples

Employability Assessment
SNAP WORKS PROGRAM EMPLOYABILITY ASSESSMENT

Case Name _____ Case Number _____
Client Name _____ Case Manager/Caseload _____
Client ID _____ Case Manager Telephone _____
Number DOB _____

1. a. Have you ever been employed? ☐ Yes ☐ No (skip to question 2)
b. Are you currently employed? ☐ Yes ☐ No
c. Current or most recent employer: _____
d. Wage/salary \$ _____ per ☐ hour ☐ week ☐ month
☐ every other week ☐ twice a month ☐ year
e. Hours worked per week _____
f. Job title/duties _____
g. Start date _____ h. End date (if not currently employed) _____
i. Reason left (if not currently employed) _____

2. a. If you are not employed, are you looking for work? ☐ Yes ☐ No (skip to question 2c)
b. What are you doing to look for work? (check all that apply) (skip to question 3)
☐ Contacting employers ☐ Looking at job advertisements ☐ Sending out resumes/filling out applications
c. If you are not looking for work, why not?
☐ Injury, illness, disability ☐ Transportation problems
☐ Legal troubles ☐ Going to school/attending training/need credentials
☐ Pregnant ☐ Family responsibilities
☐ Other _____

3. a. What type of work do you like to do? (check all that apply)
☐ Transportation ☐ Warehousing/storage ☐ Office and administrative support
☐ Manufacturing/welding ☐ Building maintenance ☐ Personal care (e.g. hair, makeup, nails)
☐ Automotive ☐ Retail ☐ Food service/preparation
☐ Medical ☐ Other _____
b. Which of the types of work you checked in question 3A would be your first choice? _____
c. Please describe what steps you believe you need to take to reach your employment goal.

4. a. What is the highest level of education that you have completed?

☐ Did not graduate high school or obtain GED ☐ High school diploma ☐ GED

☐ Some college or advanced training certificate ☐ Associate's degree ☐ Four-year college degree or higher

b. Have you had difficulty learning in school? ☐ Yes ☐ No

c. Have you received special help in school? ☐ Yes ☐ No

5. a. Are you currently attending school or a training program?

☐ Yes ☐ No (skip to question 6)

b. If yes, when will you graduate or complete the program? MM/YYYY

6. a. How interested are you in attending vocational training?

1 - uninterested 2 - undecided 3 - interested

b. Would you attend training in:

i. Manufacturing/Welding ☐ Yes ☐ No

ii. Building maintenance ☐ Yes ☐ No

iii. Warehousing ☐ Yes ☐ No

iv. Medical ☐ Yes ☐ No

v. Automotive/Truck Driving ☐ Yes ☐ No

vi. Other ☐ Yes ☐ No

c. Have you previously obtained a license or certificate within one of following industries?

i. Manufacturing/Welding ☐ Yes ☐ No

ii. Building maintenance ☐ Yes ☐ No

iii. Warehousing ☐ Yes ☐ No

iv. Medical ☐ Yes ☐ No

v. Automotive/Truck Driving ☐ Yes ☐ No

vi. Other ☐ Yes ☐ No

7. a. Do you care for a disabled household member?

☐ Yes ☐ No (skip to question 8)

b. If yes, for whom, and for what disability? _____

8. a. What is your usual means of transportation to go shopping, pay bills, etc.? _____

b. Do you have a driver's license?

☐ Yes

☐ No (skip to question 9)

c. Do you own a car?

☐ Yes

☐ No (skip to question 9)

d. Do you have car insurance?

☐ Yes

☐ No

9 a. Do you have children who will need day care? ☐ Yes ☐ No (skip to question 10)

b. If yes, what is the age/DOB of your youngest child? _____

10.a. Do you have a condition that limits the kind or amount of work you can do? ☐ Yes ☐ No (skip to question 11)

b. If yes, what problems do you have that may make it hard for you to work? _____

11. In the space below please provide us with any information you think we should know about you and/or your job search.

IEP

*Note: This is a living document that may
be modified or updated at any time

Name:	ID:	Date:
Assessment		
Summarize prior work experience:	Summarize academic and occupational skills levels:	
<p>Is the participant currently employed? Yes or No (circle one)</p> <p> If yes, do the wages lead to economic self-sufficiency? Yes or No (circle one)</p> <p> If no, can the participant probably find employment leading to economic self-sufficiency with current academic and occupational skills? Yes or No (circle one)</p> <p>Explain reasoning for answers (why or why not?)</p>		
List Strengths:	List interests:	
List potential pathways or occupations: 1. 2. 3. 4.	Summarize steps to employment in occupation: 1. 2. 3. 4.	

<p>Is participant currently enrolled in postsecondary education? Yes or No (circle one)</p> <p>If yes give details of enrollment:</p>	<p>Is participant currently enrolled in any type of workplace training? Yes or No (circle one)</p>
<p>Long term goal(s)</p>	<p>Short-term goal(s)</p>
<p>What are barriers to meeting these goal(s)?</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>	<p>How will these barriers be overcome?</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p>
<p>Are these goals realistic? Yes or No (circle one) Explain your answer:</p> <p>Will these goals probably lead to employment that leads to self-sufficiency? Yes or No (circle one)</p>	
<p>Career Services</p>	
<p>What Career Services are appropriate for the participant to reach their goals?</p>	

Training	
<p>Must explain how participant meets the 4 requirements before training services may be funded:</p> <p>Unlikely to obtain or retain self-sufficient (or comparable to past) employment with present skills Explain:</p> <p>Training will lead to self-sufficiency (or comparable to past wages) Explain:</p> <p>Have skills and abilities to successfully participate in and complete training Explain:</p> <p>Desired program of study is on ETPL or is a work-based training Explain:</p> <p>STOP if not all 4 eligibility requirements are met. Participant is not eligible for training. Proceed if all 4 are met</p> <p>Training Plan: _____</p> <p>Expected start Date: _____ Expected Completion Date: _____</p>	
Supportive Services	
<p>What supportive services are needed to meet the goal?</p>	
Other Plans:	
<p>Summarize the steps to meeting the primary goal:</p>	<p>What appropriate referrals to outside agencies are needed (or co-enrollment) to meet goals?</p>

<p>What are the participant responsibilities in meeting the goal?</p>	<p>What are the program provider's responsibilities in meeting the goal?</p>
---	--

Signatures:

This IEP was jointly prepared by (participant)_____ and
 (case manager)_____ on (date)_____.

It may be modified an/or updated at any time.

Modified/Updated Individual Employment Plan

Name:	ID:	Date:
-------	-----	-------

The following modifications/updates are made to Individual Employment Plan:

Signatures:

This IEP was jointly prepared by (participant)_____ and
(case manager)_____ on (date)_____.

Participant Tracking Excel Sheet

A	B	C	D	E
enrollment date	3rd party partner	Participant last name	Participant first name	Recipient ID

F	G	H	I	J	K	L
ABAWD	work code	mand/vol	GED/HS prior to start	speak English as a second language	Male/Female	age range

M	N	O	P	Q
component start date	Component name	component end date	wages at exit	notes

R	S	T
employed in 2nd Quarter following program exit	Wages for new job in 2nd Quarter following program exit	Job Retention 30 days after exit from Workfare

Status Change form

Date of the form submission: _____

Participant name: _____

Date of the change: _____

Nature of the change: _____

Mandatory or Voluntary: _____

ABAWD: Yes or No

If appointment was missed, was this the first scheduled appointment or the second?

when was scheduled appointment?

How was the participant notified of the appointment?

Did the participant call later to reschedule or offer reason for absence?

If Exit, date of exit: _____

If Exit, reason for exit: _____

Notice to Participate

[Participant Address]

[Date]

[Name of Participant] IS REQUIRED TO SCHEDULE AN APPOINTMENT TO MEET WITH [TPP Case manager] BY [Date]. TO SCHEDULE AN APPOINTMENT CALL THE PERSON AND PHONE NUMBER LISTED AT THE BOTTOM OF THIS NOTICE.

PLEASE SCHEDULE AN APPOINTMENT FOR THE REASONS LISTED BELOW.

-MEET WITH YOUR EMPLOYMENT REPRESENTATIVE TO DISCUSS PARTICIPATION IN THE EMPLOYMENT AND TRAINING PROGRAM.

SINCE YOU ARE MANDATORY FOR THE EMPLOYMENT AND TRAINING PROGRAM, YOU NEED TO DO WHAT IS EXPLAINED ABOVE. FAILURE TO DO SO WILL RESULT IN A SANCTION. IF YOU ARE SANCTIONED, YOU WILL BE REMOVED FROM THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM. IT IS IMPORTANT FOR YOU TO COMPLY WITH THIS REQUEST.

[Date]

[TPP address]

[TPP PHONE]

[TPP EMAIL]

***** END OF NOTICE *****

Notice of Failure to Participate:

[Participant address]

[Date]

NOTICE OF FAILURE TO PARTICIPATE

[Name of Participant] QUALIFIES TO PARTICIPATE IN THE SNAP EMPLOYMENT AND TRAINING (SNAP E AND T) PROGRAM.

AN APPOINTMENT HAS BEEN MADE WITH THE [TPP] OFFICE TO DISCUSS YOUR PARTICIPATION.

WE LOOK FORWARD TO DISCUSSING THE OPPORTUNITIES AVAILABLE TO YOU, WHICH INCLUDE RECEIVING SUPPORT FROM AN EMPLOYMENT SPECIALIST, CREATING A COVER LETTER AND RESUME, JOB SEARCH ASSISTANCE, SKILLS DEVELOPMENT, TRAINING, EDUCATION, AND MORE.

YOUR APPOINTMENT DETAILS ARE LISTED BELOW.

YOUR APPOINTMENT HAS BEEN SCHEDULED ON [Date] AT [Time] [AM/PM] WITH [Case manager] AT:

[TPP address]

[TPP PHONE]

[TPP EMAIL]

PLEASE CONTACT US TO DISCUSS ALTERNATIVE APPOINTMENT TIMES IF THE DATE OR TIME DOES NOT WORK FOR YOU. IF YOU DO NOT KEEP THIS APPOINTMENT, THE DEPARTMENT OF SOCIAL SERVICES WILL BE NOTIFIED, AND YOUR SNAP BENEFITS MAY BE AFFECTED.

[Date]

[TPP Case manager]

[TPP Phone]

[TPP Address]

***** END OF NOTICE *****

E&T Invoice Example

STATE OF SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES REQUEST FOR REIMBURSEMENT FEDERAL FISCAL YEAR FFY2025 - INVOICE						
Report Month:		Date:				
Contractor:		Agency Contact:				
Contract Number:		Telephone Number:				
Contract Period:		Email Address:				
Program:	SNAP E&T					
COMPONENT	A	B	C	D	E	F
	CONTRACT AMOUNT	TOTAL CURRENT MONTH EXPENDITURES	APPLIED TO ADVANCE	AMOUNT REIMBURSED THIS INVOICE	TOTAL YTD EXPENDITURES (including current month)	CONTRACT BALANCE (A minus E)
SNAP E&T Admin (100% E&T)		\$0.00		\$0.00		\$0.00
Supportive Services*		\$0.00		\$0.00		\$0.00
Contractor Admin 50/50 Reimbursement**		\$0.00		\$0.00		\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INSTRUCTIONS:						
1. Year to date expenditures may not exceed the contract amount listed in column A above						
2. The expenses to be reimbursed must be actual expenses for the report month and be submitted by the 10th of the following month						
3. Backup data is required and must be generated from the Contractor's accounting system and equal the amount requested						
4. All contractor information is required for payment						
5. The Department may pay the Contractor an advance of not more than one month average of the total contract or amendment amount upon the execution of the contract or amendment by both parties						
6. If the Contractor has not offset advanced funds with current expenditures before the last two months of the contract term the Department may adjust monthly payment to the Contractor to reduce or eliminate any expected overpayment						
* <u>Contractor Supportive Services</u> - The contractor will enter the full amount of the expenditure supported by financial documentation and the contractor will be reimbursed 50% of the expenditure up to a maximum reimbursement of \$6,000; if reimbursement is being requested for this component, the completion of the "50% Funding Source" tab must be completed and accompany the request						
** <u>Contractor Admin 50/50 Reimbursement</u> - The contractor will enter the full amount of the expenditure supported by financial documentation and the contractor will be reimbursed 50% of the expenditure up to a maximum reimbursement of \$79,370; if reimbursement is being requested for this component, the completion of the "50% Funding Source" tab must be completed and accompany the request						
Please email to:						
or Fax to:						
PROVIDER/CONTRACTOR APPROVAL				DEPARTMENT APPROVAL		
I certify that the amounts reflected on this invoice represent services actually furnished, and the individuals were eligible to receive said services and that payment has not been received.				Invoice Number:		
I also certify that 50% of 50/50 expenditures were funded with non-federal funds.				Amount Approved:		
Provider / Contractor Signature				Approved by		
Date				Date		
Print name of person preparing the report				Authorized by		
Telephone Number				Date		
				Revised 04/08/2021		

STATE OF SOUTH DAKOTA			
DEPARTMENT OF SOCIAL SERVICES			
REQUEST FOR REIMBURSEMENT			
FEDERAL FISCAL YEAR FFY2025 - 50/50 FUNDING SOURCE ID			
Report Month:		Date:	
Contractor:		Agency Contact:	
Contract Number:		Telephone Number:	
Contract Period:		Email Address:	
Program:	SNAP E&T		

NAME OF MATCHING FUNDING SOURCE	A	B	C
	TOTAL COST OF QUALIFYING EXPENSE	NON-FEDERAL FUNDS EXPENDED BY E&T PROVIDER ON QUALIFYING EXPENSE (50%)	FEDERAL FUNDS OWED TO PROVIDER FOR REIMBURSEMENT (50%)
	(B + C)	(A - C)	(A - B)
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

INSTRUCTIONS:

- Complete this form and submit with the invoice only in months when requesting 50/50 reimbursement for Supportive Services and/or Contractor Administrative costs.
- You can include sources of funding for both Supportive Services and Contractor Administrative costs on the same form for one month.
- Enter information as follows:
 - * **Name of Matching Funding Source** = full name of Non-Federal funding source being used to support the additional 50%
 - * **Section A** = total amount of funds from Non-Federal funding source being applied to reimbursement request (this should be 50% of total amount spent)
 - * **Section B** = total amount of Federal funds being requested from Department to be applied to reimbursement request (this should be 50% of total amount spent and not exceed total contract amount)
 - * **Section C** = displays the total of Non-Federal funding plus amount of Federal funds requested from Department (the grand total should match the combined total months expenditures recorded on the invoice for Supportive Services & Contractor Administrative costs)

Please email to: _____

or Fax to: _____

PROVIDER/CONTRACTOR APPROVAL	DEPARTMENT APPROVAL
actually furnished, that the individuals were eligible to receive said services and that reimbursement for Federal funding has not been received. I also certify that 50% of Supportive Services and/or Administrative expenditures were funded with non-federal funds.	Invoice Number: _____
	Amount Approved: _____

Provider / Contractor Signature _____	Approved by _____
Date _____	Date _____
Print name of person preparing the report _____	Authorized by _____
Telephone Number _____	Date _____

Revised 04/08/2021