



**SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM
EMPLOYMENT AND TRAINING (SNAP E&T)
GRANT AWARD AGREEMENT**

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES		
1535 CONFEDERATE AVENUE EXTENSION POST OFFICE BOX 1520 COLUMBIA, SOUTH CAROLINA 29202-1520	GRANT NUMBER:	
	PROJECT:	SNAP E&T
	GRANT PERIOD:	
PROJECT TYPE: To provide employment and training and supportive services that improve the employability and employment of SNAP participants.		

GRANTOR:	APPROVED GRANT AWARD FOR BUDGET PERIOD
South Carolina Department of Social Services 1535 Confederate Avenue Extension Post Office Box 1520 Columbia, SC 29202-1520	Description\$0,000.00
GRANTEE:	
Name Address City, State Zip	Contact Person Name Phone Email
MATCH PROVIDED <input type="radio"/> YES <input type="radio"/> NO	MONETARY <input type="radio"/> IN-KIND <input type="radio"/>

TERMS AND CONDITIONS: This grant is being made to a community-based not-for-profit organization. The Grantee agrees to comply with and administer this initiative in accordance with the Description of Services which is indicated below. The grantee agrees to comply with and administer this SNAP E&T program in accordance with State and Federal rules and the Recitals as indicated below and the terms and conditions set forth herein by the South Carolina Department of Social Services (SCDSS).

RECITALS

WHEREAS, Congress established the Food Stamp Employment and Training program (now called the Supplemental Assistance Nutrition Program Employment and Training or “SNAP E&T” program) in 1987 to help able-bodied SNAP recipients find employment. From its inception, the purpose of the SNAP E&T Program has been to help SNAP households gain skills, training, work, or experience that will increase self-sufficiency. To increase employment and training opportunities for SNAP recipients, SCDSS intends to contract with a variety of non-profit, community-based organizations (CBOs) to implement creative and innovative education and training strategies leading directly to work.

Grantees must use available funds for SNAP E&T eligible individuals who request and volunteer for approved employment and training activities and services under the SNAP E&T State Plan.

This grant is to provide for any or all of the authorized SNAP E&T activities, including the recruitment, assessment, job search training and job search, and education and training programs that improve the basic skills and employability of SNAP recipients. The Governor of South Carolina has designated SCDSS as the single agency responsible for the administration of SNAP funds.

WHEREAS, SCDSS shall retain overall responsibility for the administration and implementation of SNAP E&T funds and shall serve as the single point of contact in resolving program issues.

WHEREAS, the Grantee has been awarded a grant of Federal funds for the provision of services and warrants their capability to fulfill all responsibilities pursuant to this contract and all applicable Federal and state regulations and policies.

NOW THEREFORE, the parties to this Grant Agreement, in consideration of the exchange between them of the mutual promises, covenants, and conditions set forth herein, agree as follows:

I. Description of Services

(Name of Grantee) has traditionally worked to provide employment and training services, in partnership with other agencies and employers in order to enhance and expand services and to ensure maximum benefit of services in local communities. **Attachment 1, Scope of Work** describes the specific services and benefits the grantee will provide under the grant.

Responsibilities of Grantee

The (Name of Grantee) will comply with the following requirements:

1. Assure that funds awarded under this grant will be used to pay for employment and training activities and services in compliance with SNAP E&T requirements.
2. Track all clients served and expenditures awarded under this grant.
3. Provide written documentation as indicated in Section V regarding the use of funds provided to grantee.

II. Match Provided

- a. **Type of Match (monetary)**
- b. **Amount of Match**

III. Grant Period and Termination

This grant shall take effect as of (effective date of providing services) and shall, unless terminated sooner by the Grantee or grantor, continue in full force and effect through (specify termination date, generally one year later than the effective date). Unless otherwise determined by SCDSS, the services described in this grant shall be provided throughout the period of this grant.

IV. Location of Services

(Describe the location where services will be provided and the geographical area covered.)

V. Reports

The Grantee shall collect, maintain, and report statistical and financial data and/or information as requested by SCDSS. Such information will be used for project monitoring and evaluation and will be subject to the Covenants and Conditions, F, of this grant agreement.

The Grantee shall submit a monthly report on program performance that includes, but is not limited to, information on referrals, sanctions, job placements, and 30, 60, and 90 day employment retention. SCDSS will provide the standard format and template for these reports.

At any time during normal business hours and as often as SCDSS may deem necessary, the Grant shall make all program records and service delivery sites open to SCDSS in order that program reviews may be performed. SCDSS shall have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of service delivery and to conduct on-site reviews of all matters relating to service delivery as specified by this grant. In order to prevent the loss or misuse of information or records, the transfer of any records in the custody of Grantee is prohibited without written SCDSS authorization.

VI. Budget Information

The detailed program budget for this grant agreement shall be included at **Attachment 2, Program Budget**. The budget shall clearly delineate the Federal reimbursement funding anticipated and the amount and source of non-Federal funds to be expended by the Grantee.

Allowable sources of the non-Federal funding to be expended by the Grantee may include General State funds, local tax levies, donations from private firms or non-profit organizations, provided those funds are not used as match for any other Federal program.

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. In-kind contributions from non-government organizations are not allowable as charges to this program.

Of the fifty percent (50%) Federal reimbursement awarded under the grant, grantee agrees to allow SCDSS to deduct from its payments five percent (5%) of Federal revenues received by SCDSS related to the grantee's reimbursement. The reasonableness of this monitoring fee will be reviewed annually and may be adjusted, with the approval of both parties.

Grantee agrees to use ("reinvest") the remaining ninety-five percent (95%) of Federal revenues generated under this grant to cover its direct costs (and for public agencies indirect costs) related to this grant and to expand services to eligible SNAP E&T individuals. Grantee agrees to report quarterly to SCDSS on the use of these reinvested funds during the past quarter and the planned use of funds during the coming quarter.

SCDSS agrees to use the five percent (5%) funds deducted from grantees' Federal reimbursement to fund administrative, training, technical assistance and quality assurance activities. SCDSS agrees to review grantees policies and procedures, to provide training and technical assistance to grantee staff as may be needed, to provide SNAP E&T eligibility information to grantee, and to provide direction and monitor Grantee performance as appropriate for the efficient and effective administration of the grant.

- a. **Type of Reimbursement (be detailed)**
- b. **Detail of match**

VII. TERMS AND CONDITIONS

In addition to all other stipulations, terms, and conditions contained in this grant, the parties to this grant (SCDSS and Grantee) agree to the following covenants and conditions:

A. Request for Reimbursement

SCDSS shall reimburse Grantee Federal reimbursement only for allowable expenditures reasonably and necessarily incurred by the Grantee in the course of the providing services pursuant to this agreement. Invoices will be filed quarterly and must be prepared on Grantee's letterhead and submitted in a timely manner, in the form, consistent with procedures established by SCDSS and completed in accordance with detailed instructions to be furnished for the applicable form. If Grantee fails to timely file any required report, all funds due to the Grantee shall be withheld by SCDSS until the late report is filed. If, or when, the grant is terminated, the final reimbursement will not be paid until the final financial report is reviewed and accepted. In the future, SCDSS intends to base a portion of Grantee reimbursement payments on program performance after the current 12-month grant period. Total reimbursement to the Grantee pursuant to this agreement shall not exceed \$0,000.00.

Requests for payment shall be made not later than (30) calendar days after the provision of services. Final billing must be received on or before **enter date here**. Invoices must be signed in ink.

The Grantee shall submit a SCDSS Financial Report Form 2215 (provided by SCDSS) with supporting documentation. Requests for reimbursement shall be mailed to:

**South Carolina Department of Social Services
Economic Services – SNAP E&T
Attn: Larry Young
Post Office Box 1520
Columbia, South Carolina 29202-1520**

B. Financial Reports

The Grantee shall collect, maintain, and report statistical and financial data and/or information as requested by SCDSS.

C. Fines/Penalties

Any fines or penalties imposed by grantor or other state or federal agencies pursuant to services provided through this grant are the responsibility of the Grantee and shall be paid by the Grantee. No grantor funds shall be used to pay such fines or penalties.

D. Audits & Records

At any time during normal business hours and as often as SCDSS, the State Auditor, the Office of the Attorney General, GAO, USDA and any other appropriate federal agency and/or the designee of any of the above may deem necessary, the Grantee shall immediately make available for examination all records of the Grantee with respect to all matters covered by this contract. The Grantee shall permit any of the above to audit, examine, make copies, excerpts, or transcripts from such records and contact and conduct private interviews with Grantee clients and employees and on-site reviews of all matters relating to service delivery. If any audit, litigation, claim, or other action involving the records has been initiated prior to the expiration of a three (3) year period since the date of contract termination/expiration, this Article and the terms hereunder shall continue to apply until the action is completed and the issues are resolved.

1. AUDIT REQUIREMENTS

The Grantee agrees that it shall comply with any federal and/or state audit requirements.

i. Private for Profit

Private for Profit sub-recipient organizations that receive \$500,000 or more in federal financial assistance from SCDSS in a fiscal year shall obtain an annual audit conducted in accordance with the revised Office of Management and Budget (OMB) Circular A-133 or a financial related audit in accordance with Governmental Auditing Standards as determined by DSS.

ii. Audits of States, Local Governments and Non-Profit Organizations

States, local governments and nonprofit sub recipient organizations (both private and public) that expend \$500,000 or more in federal financial assistance from all sources in a fiscal year shall obtain an annual audit in accordance with the Single Audit Act and the revised Office of Management and Budget (OMB) Circular A-133.

iii. Additional Audit Requirements - State Funds

Organizations that receive more than \$75,000 in state funds from SCDSS in a fiscal year are required to obtain an annual financial audit. This Audit shall be performed in accordance with auditing standards and generally accepted accounting principles as defined by the AICPA.

iv. Filing Audit Reports

Each organization required to have an audit shall supply a copy of such audit, data collection form, reporting package, any management letters associated with the audit, and Grantee's

corrective action plan to the South Carolina Department of Social Services, Office of Audit Services, Post Office Box 1520, Columbia, South Carolina 29202-1520, within thirty (30) calendar days of the receipt of such report but not later than nine (9) months after the end of the organization's fiscal year.

v. Working Papers

Working papers are to be retained by the audit firm and must be available for examination by SCDSS or its designee for at least three (3) years following the issuance of the audit report to the auditee. Retention of working papers beyond three (3) years is required where questioned costs and/or practices have not been resolved with DSS.

2. CORRECTIVE ACTIONS PLANS

When the audit describes weaknesses in Internal Controls and/or Program compliance, the Grantee must submit a corrective action plan to eliminate the weaknesses indicating the actions taken, actions to be taken, dates of anticipated completion, and contact person responsible, or submit an explanation of specific reasons why no corrective action is required. The corrective action plan must be submitted along with the audit report or reporting package within thirty (30) days of the receipt of the final audit report/management letter. Corrective action should be initiated within six (6) months of the receipt of the audit report and proceed as rapidly as possible. In the event that an audit report contains audit exceptions or disallowances, it is agreed that the following procedures shall be used in making the appropriate audit adjustment(s):

i. Notice of Exception and Disallowances:

SCDSS shall furnish the Grantee with written notice containing the adjustment for each exception. Such notice shall state the total sum disallowed and that payment is due to SCDSS in the full amount within thirty (30) days after the receipt of notice. Notice will be sent to the Grantee by certified mail. Audit exceptions or disallowances shall be accepted as final unless appealed within thirty (30) days of receipt of the notice of disallowance. Payment shall be made within thirty (30) days from the receipt of notice of disallowance regardless of the filing of an appeal.

ii. Disallowances – Appeals

In the event the Grantee disagrees with the audit exceptions and disallowances, they may seek relief in accordance with Article VIII.

iii. Disallowances Sums, Set-Off

Any provision for contract resolution notwithstanding, SCDSS is authorized to recoup at any time after receipt of the notice of disallowances any funds owed to SCDSS. The means of recoupment shall be by withholding and/or offsetting such funds for which SCDSS may be obligated to the Grantee under this or any previous and/or future contracts. Provided, however, if the Grantee can demonstrate that such withholding or set-off would constitute a serious hazard to the quality of services, SCDSS may, in its sole discretion, grant such repayment terms as may be determined by SCDSS to be consonant with sound business practice.

iv. Interest Provision/Repayment (for Disallowed Amounts)

The Grantee shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) day following the date of receipt of the notice of disallowance. The Grantee may request that they be permitted to make repayment on an installment payment schedule. Such request must be made in writing within thirty (30) days of the receipt of the notice of disallowance and must contain evidence to support the Grantee's allegation of financial inability to pay the sum in full. At the sole option of SCDSS, SCDSS may agree in writing to permit the Grantee to repay pursuant to an installment payment schedule. The legal interest rate [S.C. Code Ann. ee34-31-20(B)] plus two percent (2%) is SCDSS rate on extended / installment repayment.

v. Audits During and After the Contract Period

The provisions of this Article shall apply to audits commenced during the contract period and audits commenced after termination of this contract and for a period of three (3) years thereafter.

3. ACCURACY OF DATA AND REPORTS

The Grantee agrees that all statements, reports, and claims, financial and otherwise, shall be certified as true, accurate, and complete, and the Grantee shall not submit those claims, statements, or reports which they know, or has reason to know, are not properly prepared or payable pursuant to federal and state laws, applicable regulations, this contract, and SCDSS policy.

i. Maintenance of Records

The Grantee must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this contract and all applicable laws, regulations, and policies. The Grantee shall keep one (1) copy of the OMB approved Data Collection Form and one (1) copy of the OMB A-133 reporting package on file for three (3) years from the date of submission to the Federal Clearinghouse. The Grantee further agrees to retain all financial and programmatic records, supporting documents, and statistical records under this contract for a period of three (3) years after the expiration of this contract. Property and equipment records must be maintained until three (3) years after transfer, replacement, sale, or junking of the item. If any audit, litigation, claims, or other actions involving the records have been initiated prior to the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues.

E. Suspension/Debarment

The Grantee/provider certifies by its representative's signature to this contract/agreement that neither the Grantee/provider nor any of its principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. The Grantee/provider agrees to and shall inform SCDSS immediately if at any point it is suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If at any point the SCDSS and/or the State of South Carolina determines that the Grantee/provider knowingly or in bad faith rendered an erroneous certification and/or that either the Grantee/provider or any of its principals are suspended or debarred, then, in addition to other remedies available to the SCDSS, the SCDSS may terminate this contract immediately and, upon such termination, the Grantee/provider agrees to and shall, within thirty (30) days, return to the SCDSS all funds paid to it under this contract with a 2% penalty.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head or a subsidiary, division, or business segment, and similar positions).

F. Termination

This grant award may be terminated at any time by the Grantor for convenience, such reason being within the sole discretion of the Grantor. The Grantor shall give notice of termination to the Grantee in writing. Upon notice of any type of termination and/or expiration of the grant, the Grantee agrees to return immediately to the Grantor all unused funds awarded to it by the Grantor.

In the alternative and in a situation where the Grantee materially fails to comply with any term of this grant award, then the Grantor may choose, instead of termination for convenience, to enforce one or more of the remedial actions outlined in 45 CFR §92.43, as appropriate in the circumstances.

The Grantee may terminate the grant award for convenience upon 30 days written notification to the Grantor, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the

portion of the award to be terminated. However, if, in the case of a partial termination, the Grantor determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Grantor may terminate the award in its entirety. This determination is within the sole discretion of the Grantor.

G. Notification of Investigation or Inquiry

The Grantee must notify SCDSS of any investigation of inquiry about suspected, or actual, child or adult protective services violations. The Grantee must notify SCDSS in writing within one (1) day of its notice of the investigation or inquiry. Communication by letter should be sent to the contract manager at SCDSS.

The Grantee must also provide copies of any written results of the investigation or inquiry within three (3) working days of the Grantee's receipt of this information. Failure to provide the required information to SCDSS within the above timeframes may be grounds for termination of the agreement.

The Grantee also must notify SCDSS of any investigation or inquiry initiated by any governmental entities concerning possible violations of health and safety laws or regulations. The Grantee must notify SCDSS within one (1) working day of the Grantee's notice of investigation or inquiry.

The Grantee must provide copies of the written results of the investigation or inquiry within three (3) working days of receipt of this information. Failure to provide the required information to SCDSS within the above timeframes may be grounds for termination of the agreement.

H. Applicable Laws and Regulations

The Grantee agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (U.S.C. 7401, et seq.).
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
3. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 1994).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
7. Americans with Disabilities Act, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto, 42 CFR Parts 35 and 36.
8. Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (1976, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 45 CFR Part 76, Subpart F (1994).
9. Health Insurance Portability and Accountability Act of 1996 (HIPAA)(45 C.F.R.), PART 164.502(e), 164.504(e), 164.532(d) and (e).

I. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act".

J. Restrictions on Lobbying.

In accordance with 31 U.S.C. 1352, funds received through this contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all sub-contractors.

K. Integration and Amendment. This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in a written contract executed and approved by both parties or added as an attachment specifically authorized in this contract.

L. Option to Renew

At the end of the term of this contract, DSS shall have the option to renew this contract upon the same terms and conditions as contained herein for a period not to exceed _____ one (1) year periods; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section F of this Article.

M. Security and Confidentiality of Personally Identifying and other Confidential Client

Grantee agrees to be fully responsible to SCDSS for the security of the storage, processing, compilation, and transmission of all personally identifying and other confidential client data supplied to it by SCDSS, and of all equipment, storage facilities, transmission facilities on or from which any such data is stored, processed, compiled, or transmitted.

1. Grantee agrees that it will not access, use, or disclose such data supplied by SCDSS beyond its limited authorization under this agreement or for any purpose outside the scope of this agreement.
2. Grantee agrees that it will protect such data in a secure environment and ensure that its computer site(s) and related infrastructure will have adequate physical security and that in situations such as remote terminals or other office work sites where all the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection and shall be consistent with Internal Revenue Service publication requirements on alternate work sites. Grantee agrees that it will not allow any such data supplied to it by SCDSS to be held on mobile, remote, or portable storage devices.
3. Grantee agrees that it will protect the confidentiality of such data in accordance with the requirements of all applicable state and federal laws, regulations, standards, and guidelines, as well as all applicable industry standards, including, but not limited to, Internal Revenue Service requirements, federal information processing standards, the federal Privacy Act, Payment Card Industry (PCI) data security standards, and functional and assurance requirements for the operating security features of its systems.

4. Grantee agrees that it will ensure that appropriate background checks are performed on each employee/agent/sub-contractor to whom it grants access to any such data; that it will ensure that an appropriate and effective authorization process for user access is maintained; that it will ensure that each of its employees and agents to whom data is disclosed is notified in writing of the confidentiality and security requirements of this agreement and of criminal and civil sanctions under applicable laws; and that it will notify SCDSS immediately in writing if the relationship ends between Grantee and any employee/agent/sub-contractor to whom it granted access or who obtained access to any SCDSS data.
5. Grantee agrees that, in the event of any unauthorized disclosure or loss of such data supplied to it by SCDSS, it will immediately notify SCDSS of the extent of the breach of security, the reason therefore, the sources, the affected data, and mitigation actions. The parties agree that the actual harm to a third party caused by a security breach is difficult to estimate, and that a reasonable forecast of just compensation is for the Grantee to provide to such individual: (1) timely and adequate notice of the facts surrounding the compromise of information; (2) actual damages sustained by the individual as a result of the breach and any prescribed or ordered damages; and (3) two (2) years of credit monitoring services, at no cost to such individual.
6. Grantee agrees that, prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, zip drives, and any other media used in containing sensitive data supplied to it by SCDSS, must be destroyed in compliance with federal and industry legal and standard operating procedures standards to sufficiently ensure that data is non-recoverable, prior to disposal of any such media, equipment, data holders. All hardcopy records that contain sensitive data must be disposed of through a cross cut paper shredder or equivalent secure destruction process.

Grantee agrees that, prior to any disclosure of data or information supplied to it by SCDSS, regardless of instance or whether court-ordered, legally mandated, or otherwise, it will timely notify SCDSS in writing of its intent to disclose and secure the prior written permission of SCDSS before disclose.

In witness whereof, the Grantor and the Grantee by their authorized agents, in consideration of the mutual promises, covenants and conditions exchanged between them have executed this agreement as of the first date of **enter date here**.

SOUTH CAROLINA DEPARTMENT OF
SOCIAL SERVICES (Grantor)

NAME OF GRANTEE (Grantee)

By: _____
Lillian B. Koller, J.D., State Director

By: _____

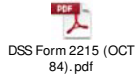
Witnesses

Witnesses

Attachments

The attachments contained herein are hereby incorporated into this agreement.

- A. DSS Financial Form 2215



- B. Drug-Free Workplace Act



- C. Additional Exhibits (list all included)