

**State of Alaska, Department of Health and Social Services
Division of Public Assistance
Grants & Contracts Support Team
P.O. Box 110650, Juneau, AK 99811-0650**

SNAP EMPLOYMENT AND TRAINING PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS), for the purpose of providing Employment and Training services to eligible recipients of Supplemental Nutritional Assistance Program (SNAP) benefits. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the following Appendices:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. Privacy and Security Procedures for Providers
- C. Resolution for Alaska Native Entities
- D. Federal Assurances & Certifications

ATTACHMENTS:

- 1. Description of Employment and Training Components
- 2. Federal Allowable Costs
- 3. Alaska SNAP E&T Provider Monitoring Guide
- 4. Alaska SNAP E&T Client Case File Checklist
- 5. Alaska SNAP E&T Case File Review Checklist Roll-Up
- 6. Example - Invoice/Billing Form
- 7. Example - Monthly Data Report Form
- 8. Example - Supportive Services Log

I. PROVIDER ELIGIBILITY

The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A), as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Service Provider for this Agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. Proof of a Federal Tax ID Number;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DHSS must provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement using Appendix C;
- D. Certificates of Insurance per Section IX (B) of this Provider Agreement;
- E. Signed Federal Assurances & Certifications (Appendix D).

¹ "Alaska Native entity" means an Alaska Native organization that the Secretary of the Interior acknowledges to exist as an Indian tribe through the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.

By submission for the signed Agreement, the Provider further agrees that they will comply with the following:

- A. The provisions of Appendix B, Privacy & Security Procedures.
- B. Facilities utilized for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access.
- C. During the effective period of this Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required of the provider agency, staff and facility to qualify for providing services to DHSS clients through this Agreement and to keep current the necessary documentation on file with DHSS to demonstrate compliance.

II. DESCRIPTION OF SERVICES

SNAP Employment and Training (E&T) providers are responsible for assisting SNAP households and individuals in gaining skills, training, and work or experience that will increase their ability to obtain regular employment and gain self-sufficiency. The program goal is to increase education, skills and job seeking knowledge relevant to the current job market.

The SNAP E&T goals are met through employment and training components which include the following:

1. **Vocational Training** offers short-term training (defined as two years or less) for a specific trade, occupation, or support role that leads to certification or industry-recognized credentials, degrees, or licenser.
2. **Education Services** include individual or classroom instruction in adult literacy, adult basic education, and high school equivalence if not offered as an entitlement by the State, and English-as-a-second language.
3. **Supervised Job Search and Job Search Training** include activities, support and guidance designed to assist job seekers in securing employment. Classroom or individual instruction may cover information such as skills identification, successful job search and networking techniques, interviewing tips and practices, resume preparation, reviewing workplace etiquette, and employer expectations. Programs may provide job referrals.
4. **Work Components** include self-employment programs, on-the-job training, pre-apprenticeships or apprenticeships, and internship programs as defined by FNS.
5. **Post-employment Job Retention** assistance may be offered as part of supervised job search, including case management and provision of support services for up to 90 days after the client obtains employment.

Providers should refer to **Attachment #1** for a more thorough description of employment and training component services.

Expected program outcomes will include less reliance on public assistance, obtainment and longevity of employment, increased household income and improvement in other measures of household well-being.

It is the responsibility of the E&T service provider to design and deliver services that support the DPA mission to promote and protect the health and well-being of Alaskans.

All components must offer a common range of employment and training services including but not limited to:

- a) Outreach to current SNAP recipients;
- b) Application and intake;
- c) Assessment of work readiness;
- d) Case management;
- e) Record keeping and reporting, and
- f) Provision of supportive services directly to the client as a partially-reimbursable allowable expense where necessary and appropriate. Supportive services include but are not limited to transportation assistance, supplies, books and any other expenses directly related to the ability to participate in the program component.

In alignment with the Agriculture Improvement Act of 2018, and amended through Public Law 115 – 334, Case Management and Supervised Job Search are federally required for SNAP Employment & Training programs.

Mandatory Case Management must be a part of every component offered and must include employability intake assessments, individualized service plans, progress monitoring, and coordination with other service providers.

Assessments to identify employability skills (“employability assessments”) should help determine an individual’s readiness for employment, which includes a set of cross-cutting skills such as applied academic skills, interpersonal skills, critical thinking skills, communication skills, and barriers to work. Job skills assessments may be one piece of an employability assessment that determine whether an individual has the skills appropriate for a specific job.

In addition to the program outcomes and components, SNAP E&T service providers must comply with additional program requirements and service standards noted below:

1. In collaboration with DPA, the provider must verify that the individual is receiving SNAP benefits and is not on the Alaska Temporary Assistance Program prior to services beginning. For each month thereafter that the individual receives services, the provider must confirm the individual is still receiving SNAP benefits only, before the provider seeks reimbursement for allowable expenditures.
2. The provider will keep and maintain documentation of activities related to informing current SNAP recipients of available SNAP E&T services (i.e., outreach activities).

3. Providers must retain copies of all application/intake/assessment documentation completed by the participant and individual service plans used to determine the most appropriate services for the individual.
4. Files must be maintained for all SNAP E&T participants. Client files may be kept in paper or electronic format and must be made available for audit and review by the State of Alaska and/or USDA Food and Nutrition Services.
5. Providers may be required to use State electronic case management systems as determined by the Division of Public Assistance

Providers will comply with the Alaska SNAP E&T Provider Monitoring Guide standards and procedures (Attachment #3, #4 and #5)

III. CLIENT ELIGIBILITY

Clients must be Alaska residents and E&T program eligibility must be determined through DHSS before any services may be invoiced by provider. Clients will not be actively referred through DHSS, instead they will be enrolled by the Provider on a walk-in basis. The service delivery area for E&T participation is statewide. Eligible clients must have an open or pended SNAP application currently on file with DHSS and must not have an open or pended ATAP case on file with DHSS. Clients must be age sixteen or older. A 16 or 17-year-old must be able to work upon completion of assigned SNAP E&T activities. Any interested individual receiving SNAP benefits is eligible to participate in a SNAP E&T program, provided they meet the enrollment criteria of the service provider and are not already receiving services eligible for reimbursement under the SNAP E&T program. The SNAP E&T program in Alaska is currently voluntary for the client.

IV. BILLING

Providers submitting claims to DHSS for services provided to a client shall include itemized charges describing only the DHSS approved services.

DHSS is the payer of last resort. If applicable to the services provided under this agreement, the Provider will have a Medicaid Provider Number and will make reasonable effort to bill all eligible services to Medicaid or any other available sources of payment before seeking payment through this provider agreement. Clients seen through DHSS funded services will not be charged any sliding-scale fee, deductible, co-pay or administrative fee for covered services.

Clients with a primary payer source such as private insurance or Medicaid are eligible to be enrolled in the services described in this agreement if they meet the client eligibility requirements. The Provider must bill the primary source first, and submit an Explanation of Benefits noting denial of payment for services if payment is being sought from DHSS for clients with a primary payer source. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall credit back to DHSS any other-source payments received by the provider.

Except when good cause for delay is shown, DHSS will not pay for services unless the Provider submits a claim within 30 days of the date the service was provided. DHSS is the payer of last resort; therefore determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

Claims for which DHSS issues payment are considered certified as true and accurate, unless written notice of an error is sent by the Provider to DHSS within 30 days after the receipt of electronically transferred funds or endorsement of the issued payment warrant.

Providers may submit claims in paper form, or electronically. Please refer to the Invoicing Procedure section below. Refer to Section VI of this document for explicit instructions about the submission of confidential or other sensitive information. Providers will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to DHSS until such information is received by DHSS.

Up-Front Funding Requirement

Service providers must pay one hundred percent (100%) of the cost of operating a SNAP E&T program upfront using non-federal funding and may seek fifty percent (50%) reimbursement of allowable and necessary costs from the State. Federally-recognized tribal entities may seek seventy-five percent (75%) reimbursement. The non-federal share cannot be used to match another federal program and must be available throughout the year. In-kind sources cannot be used as the non-federal share

To be allowable, all costs charged to Food and Nutrition Service (FNS) shall be valid obligations of the provider and shall be necessary and reasonable as charges under an approved State SNAP E&T plan. Charges to the Employment and Training (E&T) program must be consistent with charges to other Federal and State grants, awards and activities.

Funds must be expended on allowable, reasonable and necessary services for eligible SNAP participants; and approved under Alaska's SNAP E&T Plan by the United States Department of Agriculture, Food and Nutrition Services (USDA FNS). Please refer to Attachment #2 for Federal Allowable Costs. A copy of the Alaska SNAP E&T Plan is available upon request. Service providers will be notified of proposed inclusion in Alaska's SNAP E&T Plan, however services may not begin and reimbursements will not be issued until notification from FNS that the State Plan, as amended, is approved. No retroactive reimbursements will be issued. FNS approval of the State Plan or amendments will take a minimum of thirty days. The SNAP E&T Plan is submitted in early August for approval for the subsequent federal fiscal year beginning October 1st, or as amended throughout the year as providers are added to the Plan.

Invoicing Procedure

The Provider Invoice is a monthly report completed by the Provider that itemizes reimbursable expenditures related to allowable services and activities provided to SNAP E&T participants (see Attachment #6).

In addition to the monthly invoice, additional supporting fiscal documentation is also required to be submitted: 1) a General Ledger in a format to be approved by DPA that supports the expenditures reflected on the invoice 2) A supportive services log (see attachment #8) in a format to be approved by DPA detailing the date and person and purpose for which the supportive service was issued.

Invoicing and additional supporting fiscal documentation must be submitted via Direct Secure Messaging. Please refer to Section VI for the Direct Secure Messaging email address. Additional monthly reports must also be submitted with the invoicing and are outlined under Section VII.

SNAP E&T Essential Reimbursable Cost Principles

Please review **Attachment #2** for a complete explanation of general Federal allowable costs.

All expenses that receive reimbursement must be allowable, reasonable and necessary, and directly related to an E&T component approved in the State Plan by FNS.

Allowable costs for E&T must meet the following conditions:

- The product or service must directly relate to an approved E&T Program component and be necessary and reasonable;
- The product or service may not be for the purpose of overcoming barriers to participation that make clients exempt from Federal work registration altogether or from State E&T Program participation requirements;
- The product or service may not be available through another government program or available at no cost to the participant through a private source, e.g., charitable donations; and,
- The State Plan must contain information about the provider's approved product or service and its cost and the Regional office must review and approve the State Plan.

All costs covered by E&T also must meet a "reasonable and necessary" test:

- A cost is reasonable if, in its nature and amount, it 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. Thus, reasonable 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 within the scope of E&T.

A cost is necessary if it is needed in the performance of the program. Thus, necessary costs:

- Are incurred to carry out essential functions of E&T;
- May not be avoided without adversely affecting program operations;
- Are a priority expenditure relative to other demands on availability of administrative resources; and,
- Do not duplicate existing efforts.

Allowable Administrative Costs—Supports Overall Operations of SNAP E&T:

- Accounting services
- Human Resource Management
- Financial management
- Reporting
- Marketing the E&T program

Allowable Program Costs—directly related to providing SNAP E&T Services:

Costs attributable to participants:

- Staff salary, benefits, training, travel (attributed to staff who market, recruit, train, place, support, coordinate or supervise participants, or who develop materials used in such activities)
- Case management – Case management must be offered an adjunct to any component; it cannot be a component on its own.

Allowable Supportive Services—participant reimbursements directly supporting an approved SNAP E&T component:

- Must be allowable, necessary and reasonable
- Must not be available through another government program or at no cost
- Must be for the purpose of finding, obtaining or retaining employment related to an E&T component

Allowable Supportive Services Examples:

- Books
- Clothing for job interviews
- Course registration fees
- Dependent care costs
- Gasoline or Bus Passes for Transportation
- Licensing and bonding fees for work experience/placement
- Personal safety items
- Training materials
- Uniforms
- Driver's License or other ID

Allowable Supportive Services Examples (With Pre-Approval):

- Housing—Participant rent/utilities up to two months per program year
- Clothing required for a job
- Equipment
- Background Checks
- Fingerprinting
- Legal services
- Student activity fees
- Test fees
- Tools
- Tuition/fees
- Union dues

- Food

Not Allowable:

- Automobile purchase
- Automobile insurance or registration
- Drug/alcohol counseling or therapy
- Living stipends
- Mental health treatment
- Personal computers
- Relocation expenses
- Student loans
- Wages

Unallowable costs and supplanting:

E&T funds may not be used for SNAP eligibility determination, sanction activities, participant wages, or meals eaten away from home. These expenses are prohibited by SNAP regulations (at 7 CFR 273) and cannot be charged to the E&T program.

Federal funds may not be used to SUPPLANT non-Federal funds for existing activities. FNS may not be charged more than the general public (or what the client would pay if not participating in E&T) for an educational activity. Federal E&T reimbursements can be used to SUPPLEMENT, rather than supplant, State or local funding for existing education services or activities. Supplementing means to go above and beyond the educational services provided at no cost to non-E&T participants.

States are contracting with community colleges and using third-party reimbursement models to fund their E&T components. Costs not charged to the general public cannot be charged to the SNAP E&T program. Nor can these costs be used as the state share toward the 50 percent federal reimbursement. Unallowable costs cannot be used to match, or draw down, federal funds for the administration of the E&T program. Federal funds can be used to pay for some education and additional support services offered through community colleges, as long as these services are above and beyond those offered to non-E&T students or offered at cost. These components and services must be outlined in the State E&T plan and approved by FNS. Tuition, case management and other support services are allowable costs.

Cost Allocation:

Providers who serve both E&T and other clients must provide a plan as to how reimbursable costs will be allocated among them. For example, personnel costs may be allocated using positive timekeeping (actual hours working only with E&T clients) or by the results of a Time and Effort Study. Facilities or other costs may be allocated based on percentage of use by E&T clients out of all clients, or by another methodology. DPA and/or FNS will review and approve the methodology and justification behind the cost allocation. During the annual onsite reviews, DPA or FNS may request a copy of the Partner's cost allocation plan to ensure that allocated costs are in accordance with the Partner's plan. DPA recommends that the provider prepare a cost allocation plan along with their budget every Federal Fiscal Year (October 1st thru September 30th) and choose to either:

- Use the in-direct cost rate to cover the common goods; **or**
- Use the cost allocation plan to cover the common costs

The Provider may only use one method for the SNAP E&T program, and allocate all payroll/admin costs (i.e. fringe benefits) through the same method chosen.

V. SUBCONTRACTS

Subcontracts are not allowed under the terms of this Provider Agreement.

VI. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION

The Provider will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), the Health Information Technology for Economical and Clinical Health Act of 2009 (HITECH), and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for the privacy and security of protected health information the Provider receives, maintains, or transmits, whether in electronic or paper format. Client information is confidential and cannot be released without the HIPAA-compliant written authorization of the client and DHSS, except as permitted by other state or federal law.

By entering into this Agreement the Provider acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix B to this Agreement.

Confidential Reporting Instructions

Before transmitting personally identifiable client information reported under the terms of this Agreement, the Provider must call or email the DHSS Program Contact. To protect confidentiality, the Provider must first establish the mechanism for a secure electronic file transfer.

DHSS has adopted a platform called Direct Secure Messaging (DSM), which meets HIPAA requirements for data encryption. All monthly data reports must be submitted to DHSS via DSM. Do not, under any circumstances, send Electronically Protected Health Information (EPHI) or other sensitive data in email. In order to transfer these files in a HIPAA-compliant manner through email, the provider must use DSM. The provider is responsible for any associated costs or training required for DSM use. Please review the FAQs about DSM at this link: <http://dhss.alaska.gov/hit/pages/direct-secure-messaging.aspx> and information concerning the Alaska Personal Information Protection Act at <http://www.law.state.ak.us/departement/civil/consumer/4548.html>

All invoicing and required reporting must be submitted to the following DSM account:

dpasnapet@hss.soa.directak.net

VII. REPORTING AND EVALUATION

The Provider agrees to comply with 7 AAC 81.120, Confidentiality and 7 AAC 81.150, Reports, and other applicable state or federal law regarding the submission of information, including the provisions of Section VI of this Agreement. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DHSS to evaluate the effectiveness of service delivery or compliance with applicable state or federal statutes or regulations.

The Provider agrees to provide state officials and their representatives access to facilities, systems, books and records, for the purpose of monitoring compliance with this Agreement and evaluating services provided under this Agreement.

Reporting Expectations

1. Monthly reporting will consist of the following:
 - Invoice/Billing Form (see Section IV and Attachment #6).
 - General Ledger that supports the invoice/billing form (see Section IV).
 - Support Services Log (see Section IV and Attachment #8).
 - Monthly Data Report Form (see description below and Attachment #7).
2. All reports must be submitted via Direct Secure Messaging (see Section VI).
3. When job search participation ends, for whatever reason, the provider must enter a final closing note, document the outcome and explain why the participant stopped participation with job search, such as employment, loss of contact, or incarceration.

In the monthly data report (Attachment #7) the Provider will obtain, track and report to DHSS monthly on client identifiers (Social Security Number, Name and Birthdate, last date of attendance), client intake demographics (education level, age, English proficiency etc.) as well as documentation of client progress and outcomes in the program:

- The name of the component(s) the participant is enrolled in;
- Start and end dates of participation in the component;
- Documentation of regular progress notes;
- Documentation of referrals to other programs;
- Documentation of supportive services provided;
- Documentation of new employment information if obtainable; and
- Client outcomes (i.e., completion of an activity, job placement information, or referral to another activity or program).

The monthly data report also includes, but is not limited to, the following demographic and performance information:

New SNAP E&T Enrollees:

- Number and list of new enrollees beginning a component that month, including the start date and name of the component;
- Number that have received a high school diploma or GED prior to beginning a SNAP E&T component;
- Number of participants that speak English as a second language;
- Are male or female;
- Age at start of the activity; and
- Employment Status.

On-going SNAP E&T Enrollees:

- The number and percentage of SNAP E&T participants that completed a training, education, or job search component;
- Number and list of individuals that received certification or accreditation by component and type of certification/accreditation;
- Number and list of SNAP E&T participants gaining employment that month

Quality Assurance Reviews as detailed in the DPA Quality Control Monitoring Guide may be conducted by DHSS staff to ensure compliance with service protocols. The Provider will ensure that DHSS staff has access to program files and electronic case management tracking systems for the purposes of follow-up, quality assurance monitoring and fiscal administration of the program.

VIII. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix B to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DHSS before destroying those records in a manner approved by DHSS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DHSS in a manner in compliance with 7 AAC 81.185 and Appendix B to this Agreement.

IX. ADMINISTRATIVE POLICIES

- A. The Provider must have established written administrative policies and apply these policies consistently in the administration of the Provider Agreement without regard to the source of the money used for the purposes to which the policies relate. These policies include: employee salaries, and overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the protection of vulnerable or dependent recipients of services, and conflicts of interest, as well as the following:
 1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;

2. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the provider in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free);
 3. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults;
 4. If providing residential and/or critical care services to clients of DHSS, the Provider shall have an emergency response and recovery plan, providing for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
- B. Without limiting the provider’s indemnification, it is agreed that the Provider shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Provider’s policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DHSS with the signed Provider Agreement prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Provider’s services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.
1. Worker’s Compensation Insurance: The Provider shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
 2. Commercial General Liability Insurance: Covering all business premises and operations used by the Provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per claim.
 3. Commercial General Automobile Liability Insurance: Covering all vehicles used by the Provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per claim.
 4. Professional Liability Insurance: Covering all errors, omissions, or negligent acts in the performance of professional services under this Agreement. This insurance is required for all Providers of clinical or residential services, or for any other Provider

for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement. Limits required per the following schedule:

Agreement Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to State of Alaska Risk Management

X EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall adhere to Alaska State Statutes regarding equal employment opportunities for all persons without regard to race, religion, color, national origin, age, physical or mental disability, gender or any other condition or status described in AS 18.80.220(a)(1) and 7 AAC 81.100. Notice to this effect must be conspicuously posted and made available to employees or applicants for employment at each location that services are provided under this Provider Agreement; and sent to each labor union with which the provider has a collective bargaining agreement. The Provider must include the requirements for equal opportunity employment for contracts and subcontracts paid in whole or in part with funds earned through this Agreement. Further, the Provider shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

XI CIVIL RIGHTS

The Provider shall comply with the requirements of 7 AAC 81.110 and all other applicable state or federal laws preventing discrimination, including the following federal statutes:

- A. The Civil Rights Act of 1964, (42 U.S.C. 2000d);
- B. Drug Free Workplace Act of 1988, (41 U.S.C. 701-707);
- C. Americans with Disabilities Act of 1990, 41 U.S.C.12101-12213).

The Provider will establish procedures for processing complaints alleging discrimination on the basis of race, religion, national origin, age, gender, physical or mental disability or other status or condition described in AS 18.80.220(a)(1) and 7 AAC 81.110(b).

In compliance with 7 AAC 81.110(c), the Provider may not exclude an eligible individual from receiving services, but with concurrence from DHSS, may offer alternative services to an individual if the health or safety of staff or other individuals may be endangered by inclusion of that individual.

XII ACCOUNTING AND AUDIT REQUIREMENTS

The Provider shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

DHSS may conduct an audit of a provider's operations at any time the department determines that an audit is needed. The auditor may be a representative of DHSS; or a representative of the federal or municipal government, if the Agreement is provided in part by the federal or municipal government; or an independent certified public accountant. The Provider will afford an auditor representing DHSS or other agency funding the agreement, reasonable access to the Provider's books, documents, papers, and records if requested. Audits must be conducted in accordance with the requirements of 7 AAC 81.160; including the requirement for a Provider to refund money paid on a questioned cost or other audit exception, if they fail to furnish DHSS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

XIII LIMITATION OF APPROPRIATIONS

DHSS's SNAP E&T program is funded with Federal funds, which are awarded on an annual basis. During each state fiscal year, DHSS may authorize payment of costs under a Provider Agreement only to the extent of money allocated to that fiscal year. Because there is a fixed amount of funding on an annual basis, it may at times be necessary for DHSS to prioritize the client population served under this agreement. Limitations may include but are not limited to a moratorium on types of services, or a moratorium by geographic region served, or a restriction of services to clients with defined needs. The decision to limit billable services shall be based solely on available funding.

XIV INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

The Provider shall indemnify, hold harmless, and defend DHSS from and against any claim of, or liability for error, omission, or negligent or intentional act of the Provider under this Agreement. The Provider shall not be required to indemnify DHSS for a claim of, or liability for, the independent negligence of DHSS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DHSS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

"Provider" and "DHSS," as used within this section and Section IX (B), include the employees, agents, or Providers who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DHSS's selection, administration, monitoring, or controlling of the Provider and in approving or accepting the Provider's work.

XV AMENDMENT

The Provider acknowledges that state and federal laws relating to information privacy and security, protection against discriminatory practices, and other provisions included in this agreement may be evolving and that further amendment to this Agreement may be necessary to insure compliance with applicable law. Upon receipt of notification from DHSS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DHSS to amend this Agreement to ensure compliance with those changes.

XVI TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DHSS immediately if it is no longer eligible to provide services based on applicable Provider eligibility requirements set out in Section I of this Agreement. Notification of non-eligibility will result in automatic termination of this Agreement. Failure to comply with the terms of this Agreement and/or standards outlined in the Agreement and its appendices may result in non-payment and automatic termination of the Agreement by DHSS.

A Provider may appeal the decision to terminate a Provider Agreement under 7 AAC 81.200. All appeals will be conducted in accordance with Section 7AAC 81.200-210 of the Alaska Administrative Code.

Except as noted above, DHSS may terminate this Agreement with 30 days' notice. A Provider may also terminate the Agreement with 30 days' notice, but must provide assistance in making arrangements for safe and orderly transfer of clients and information to other Providers, as directed by DHSS.

This Agreement remains in force until the Provider or DHSS terminates the Agreement or a material term of the Agreement is changed.

I certify that I am authorized to negotiate, execute and administer this agreement on behalf of the Provider agency named in this agreement, and hereby consent to the terms and conditions of this agreement, and its appendices and attachments.

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Authorized Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Amy Burke, Grants and Contracts Manager
Name and Title of DHSS Representative

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Mark Walker, PAFSM I
DPA SNAP E&T Program
865 West Commercial Drive
Wasilla, AK 99654
Phone 907-352-4106
Email: mark.walker@alaska.gov

Provider Phone Number/Fax Number

ADMINISTRATIVE CONTACT
John Gissel, Grants Administrator
Grants & Contracts Support Team
PO Box 110650

Provider Email Address

Juneau, AK 99811-0650
Phone 907-465-4823 / Fax 907- 465-8678
Email: john.gissel@alaska.gov

**Provider's Federal Tax ID Number - Do
Not list Social Security Numbers**

Provider's IRIS Vendor Number

Providers must identify the business entity type under which they are legally eligible to provide service and intending to enter into this Provider Agreement.

Check Entity Type:

- ☐ Private For-profit Business, licensed to do business in the State of Alaska
- ☐ Non-Profit Organization Incorporated in the State of Alaska, or tax exempt under 26 U.S.C. 501(c)(3)
- ☐ Alaska Native Entity, as defined in 7 AAC 78.950(1) All applicants under this provision must submit with their signed Agreement, a Waiver of Sovereign Immunity, using the form provided as Appendix C to this Provider Agreement.
- ☐ Political Subdivision of the State (City, Borough or REAA)