# Appendix A – Statement of Work: EARN Program

1. **SUMMARY**

The Employment Advancement and Retention Network (EARN) program is designed to assist participants of Temporary Assistance for Needy Families (TANF) and the Supplemental Nutrition Assistance Program (SNAP) in their transition from receiving public benefits to sustained participation in the workforce, moving clients toward self-sufficiency and meaningful employment and eliminating their need for public assistance. SUBRECIPIENT will implement an innovative, integrated and holistic employment and training model to deliver EARN services that aligns with the PARTNER4WORK vision of an integrated workforce development system and complies with all federal, state and local rules and regulations governing EARN and other TANF and SNAP activities.

SUBRECIPIENT will provide workforce development and supportive services, including but not limited to job readiness, vocational training and education, work-based training, job search, job placement, job retention, credentialing, case management and other job-related services to eligible TANF and SNAP clients in Allegheny County per the requirements of the EARN program. The County Assistance Office (CAO) of the Pennsylvania Department of Human Services (PADHS) will determine client eligibility for the EARN program and refer clients to the EARN program based on CAO policies and procedures. SUBRECIPIENT will work closely with PARTNER4WORK to promote their program to the CAO and provide a high level of customer service to CAO staff at all points of interaction.

In providing the services described herein, SUBRECIPIENT will maintain and employ a current knowledge of effective workforce development and case management practices, ensure meaningful client participation in required work and work-related activities, as determined by the CAO, leverage the resources of the broader workforce development and social services system in Allegheny County and follow all applicable federal, state and local laws and policies. This will allow clients to receive comprehensive services and referrals from a variety of internal and external partners in one location, reducing previously known barriers to access.

Unless otherwise noted, the requirements of this STATEMENT OF WORK apply to both TANF and SNAP participants. SUBRECIPIENT must identify all criteria specific to TANF or SNAP only and structure services to those participants accordingly.

Central to successful delivery of services described in this STATEMENT OF WORK is compliance with all provisions of the EARN Program Policy and Procedures Manual (referred to hereafter as “the EARN Manual”), published by PADHS, including any subsequent changes to the EARN Manual. See the EARN Manual for a listing of employment and training activities that SUBRECIPIENT must be prepared to provide for EARN clients. PADHS typically publishes separate manuals for TANF and SNAP participants. SUBRECIPIENT must be familiar with and adhere to both. Although this STATEMENT OF WORK refers to the EARN Manual singularly, both the TANF and SNAP manuals will apply. SUBRECIPIENT must also be familiar and compliant with the PADHS Cash Assistance Handbook and the TANF State Plan for Pennsylvania.

As a provider of EARN services in Allegheny County, SUBRECIPIENT will actively participate with PARTNER4WORK in shaping and informing the local workforce development system. As such, SUBRECIPIENT will maintain current knowledge of and expertise in:

* Federal, state, and local policies, including Partner4Work, TANF, SNAP and their implementing guidance;
* Evidence-based workforce development practices and viable career pathways; and
* Local workforce development programs, services and related resources.
* Pennsylvania’s Combined State Plan for WIOA

1. **HEALTH AND SAFETY PLANNING**

PARTNER4WORK is committed to ensuring programs are equipped and prepared to operate safely. In delivering EARN and Work Ready services, the selected provider must follow all federal, state, and local regulations regarding health and safety, including but not limited to the Centers for Disease Control (CDC), the Pennsylvania Department of Health, and the Allegheny County Health Department. Provider must establish and maintain a plan to address all operational and programmatic considerations related to COVID-19 or other outbreaks and emergencies, including providing adequate protective equipment and other preventative measures, having a plan for swift action for containment or mitigation, social distancing and limitations on large gatherings, specific protections for vulnerable populations, and any other considerations defined federal, state, and local regulations and Partner4Work.

1. **REFERRAL AND OUTREACH**

SUBRECIPIENT will accept and engage all eligible client referrals from the CAO for the EARN program, including conducting outreach to clients referred by the CAO to encourage EARN participation and address any questions or concerns before enrollment. SUBRECIPIENT will contact participants prior to their start dates to introduce themselves, describe programming, confirm the participant’s attendance, and answer any questions the participant may have. SUBRECIPIENT must make a minimum of three contact attempts if the initial attempt is unsuccessful. SUBRECIPIENT will document all contact attempts, including date, time, result, and method of contact.

SUBRECIPIENT will also conduct outreach and promotion activities directly to the CAO, in close coordination with PARTNER4WORK, educating CAO staff about SUBRECIPIENT’s program and encouraging referrals from the CAO to SUBRECIPIENT’s program.

SUBRECIPIENT will propose referral strategies that support a coordinated, participant-centered approach, allowing individuals to receive personalized and seamless support. SUBRECIPIENT must be able to partner around integrated referral pathways to support EARN, Work Ready, and SNAP EARN participants with employment, training, and supportive services.

SUBRECIPIENT will conduct a case review for all referrals to become familiar with the client’s background and circumstances, including, if available:

* Case narratives (if applicable)
* Agreement of Mutual Responsibility (AMR) – a written individualized document for TANF participants establishing client responsibilities, including participation in approved work and work-related activities
* Employability Development Plan (EDP) – a written individualized plan for SNAP participants documenting a client’s employment capabilities, barriers, and support service needs
* Medical information, including physician, clinic and hospital records (if applicable)
* Work, family and social history
* Identified barriers to employment or participation in the EARN program
* Information regarding the client’s current and past participation in employment, training and educational programs, including outcomes of such experiences
* Information regarding services the client is receiving from other agencies/providers, and
* Any other pertinent information

The goal of direct outreach to potential clients and partners is to raise awareness regarding the value of EARN participation and encourage eligible individuals to seek a referral from the CAO, through a process known as “reverse referral.” SUBRECIPIENT will conduct outreach to potential EARN participants who have not yet received a referral from the CAO. SUBRECIPIENT must have a coordinated referral pathway for community organizations and workforce partners to connect to EARN and Work Ready. SUBRECIPIENT will make every attempt to generate a significant number of reverse referrals to the CAO, although the CAO will make all final decisions regarding referrals to SUBRECIPIENT programming.

1. **ENROLLMENT AND ORIENTATION**

Upon reporting to the EARN program, SUBRECIPIENT will complete enrollment and orient all EARN clients to program requirements and policies, including all responsibilities of the client and SUBRECIPIENT, resources and staff of the EARN program, work and work-related activities and hourly participation requirements. Orientation must occur within five business days of the participant’s referral. SUBRECIPIENT will work with clients to ensure all requirements of EARN program enrollment are completed, including registration in required information systems and completion of forms required by the EARN Manual and PARTNER4WORK.

SUBRECIPIENT may choose the timing of orientation sessions for new EARN cases, pending approval from PARTNER4WORK; however, SUBRECIPIENT should make reasonable attempts to accommodate referred individuals with legitimate scheduling conflicts. SUBRECIPIENT will offer flexible enrollment options for EARN cases unable to participate in SUBRECIPIENT’s standard enrollment process, including offsite enrollment. SUBRECIPIENT will make virtual enrollment arrangements available to clients who have the capacity and preference to enroll remotely, subject to guidance and approval from PADHS and PARTNER4WORK. A referred individual must be given every opportunity to enroll in the program and should not be immediately rejected if late for orientation or a scheduled appointment date. It is recommended that SUBRECIPIENT work with the CAO before rejecting a referred individual.

During orientation, SUBRECIPIENT must review EARN policies and participant requirements, including but not limited to:

* The goals and purpose of the program
* The overall approach to reaching these goals including participation in a joint planning process to identify needs and appropriate activities
* Attendance requirements to include hourly requirements, holidays, excused, and unexcused absence policy
* Participant and SUBRECIPIENT rights and responsibilities
* Explanation of how participant progress is tracked and measured
* Information on the grievance procedure
* Confidentiality agreement
* Authorization for release of participant information, and
* Program requirements (lunch, breaks, behavior, dress code, reporting changes, income, submission of paystubs to the SUBRECIPIENT and the CAO)
* Relevant information related to accessing program services through the One-Stop System.

1. **PARTICIPATION AND ATTENDANCE**

SUBRECIPIENT will ensure EARN clients participate in the EARN program for at least the minimum number of hours as determined by the CAO, recorded on the client’s AMR or EDP, monitor the participant’s progress in each activity throughout participation, and maintain documentation verifying client participation and attendance in work and work-related activities per the EARN Manual. SUBRECIPIENT will conduct and document participant contacts on all days of engagement in unpaid activity time. This can be done via face-to-face meetings, telephone, or electronic means.

1. **ASSESSMENT AND PLANNING**

SUBRECIPIENT will conduct a comprehensive household assessment that identifies participant strengths and barriers to employment and family economic security. SUBRECIPIENT will complete this assessment within the timeframe listed in the program manuals’. SUBRECIPIENT will identify as part of the assessment the participant’s social indicators of health (SIOHs), including but not limited to:

| Social Indicators of Health | | |
| --- | --- | --- |
| Interests and goals | Household composition | Work experience |
| Current employment and financial status | Support network | Education |
| Work Capacity Assessment if required | Childcare and parenting | Pregnancy |
| Language/literacy (including English proficiency) | General and mental health | Transportation |
| Food security and nutritional education | Housing | Clothing |
| Drug and alcohol dependency | Domestic violence | Access to technology |
| Criminal background inquiry and checks | Criminal history | Digital skills |

SUBRECIPIENT will ensure the assessment is comprehensive, but also limits the burden on participants and utilizes known information accessible to SUBRECIPIENT, to reduce duplicative efforts.

SUBRECIPIENT will use the comprehensive household assessment in coordination with the participant to create and execute an Individualized Employment Plan (IEP) in the Commonwealth Workforce Development System (CWDS) within 14 calendar days of completing the participant’s household assessment. The IEP will be a living document, kept up-to-date and accurate by SUBRECIPIENT.

SUBRECIPIENT will develop and use the IEP as the comprehensive plan to:

* Describe goals, objectives, interests, and planned services for the participant, as determined from the assessment.
* Goals and objectives need to accurately reflect services provided, and should be revisited every 90 days with the participant to ensure the plan is up to date.
* Promote strategies to be instituted to address the participant’s barriers and achieve goals to gain and maintain family economic security such as:
  + Treatments (including substance use disorder treatment, mental health treatment, and other rehabilitative treatments);
  + Interventions (including crisis mitigation and barrier remediation);
  + Education;
  + Training and credentialing;
  + Work experience (such as pre-apprenticeship or other unpaid work experience);
  + Community service opportunities; and
  + Job readiness and skills (such as soft skills and employment tools, basic life skills, barrier remediation, career exploration, assessments, and aptitude testing).
* Measure goals, including specific outcomes to be achieved to demonstrate stabilization of the participant’s barriers and needs, the time frame(s) for achieving them, the resources available and to be used to realize the outcomes, and the desires and motivation of the participant that may have an impact on their success.
* If required, work with a multidisciplinary group consisting of a CAO worker or an agent authorized by PADHS and professionals from various disciplines, which may include physicians, psychologists and vocational or behavioral rehabilitation specialists to develop a service plan that meets the needs of the participant.

1. **CAREER SERVICES**

SUBRECIPIENT will deliver professional, high quality career services to all EARN clients that create opportunities for economic and career success by preparing for, securing and maintaining suitable employment, connecting clients with employer-driven job placement, education and training options. Such services include but are not limited to career counseling; provision of information and assistance regarding the labor market and available training programs; job readiness, job searching, job placement and retention services; and referral to partner organizations offering further career resources and services, as applicable. SUBRECIPIENT will also provide workshops to EARN clients. Workshops will cover but not be limited to job search and soft skills, such as interviewing techniques, resume preparation, networking, effective communications skills, conflict resolution, computer literacy and job readiness training.

SUBRECIPIENT will provide initial and ongoing career assessment of EARN clients, including identification of strengths and barriers to employment, educational and employment experience, basic skill levels and any other factors relevant to achieving personal and programmatic goals. SUBRECIPIENT will assist EARN clients in identifying employment goals and incorporating related activities into IEPs consistent with assessments to reach goals and fulfill required work and work-related activities, according to the standards and timeframes defined by the EARN Manual. In planning and delivering career services, SUBRECIPIENT will employ an evidence-based triage process that effectively assesses clients to determine and provide the most appropriate career services. SUBRECIPIENT will work with PARTNER4WORK, PADHS, and other Allegheny County EARN providers to standardize career assessment tools and practices, and to streamline initial and ongoing assessments for EARN clients.

SUBRECIPIENT will make career resources and information available to clients, including but not limited to current job listings; local labor market information; information on job search methods; lists of current training opportunities; information on partner community services and resources; technology for internet job search and resume preparation; telephones and fax machines for employer contacts; and a schedule of workshops, job fairs, and other events. SUBRECIPIENT will make these and other appropriate resources available to clients virtually to the maximum extent possible.

SUBRECIPIENT will work with and support development of a business engagement strategy for an integrated model of EARN, Work Ready, and SNAP EARN, and other system partners with a unified approach that builds relationships with employers, creates job opportunities for participants, aligns with local labor market needs, and self-sufficiency standards.

SUBRECIPIENT will provide activities and programs that lead to acquiring job-related and job readiness skills, including but not limited to:

* Time management;
* Analytical thinking;
* Executive function and decision making;
* Verbal and written communications;
* Leadership;
* Professional behaviors and attire;
* Career exploration;
* Aptitude testing;
* Interpersonal;
* Collaboration;
* Problem solving;
* Financial literacy;
* Resume writing;
* Interview techniques; and
* Education on regional High Priority Occupations and local job markets.

SUBRECIPIENT will focus career services toward the primary goal of placing participants in unsubsidized employment. To identify and fill employment opportunities, SUBRECIPIENT will utilize broad resources within the local area including but not limited to existing and newly developed relationships and partnerships with local employers, chambers of commerce, employer lead groups, career workshops, job fairs, and registered apprenticeship programs. SUBRECIPIENT will require participants to meet in-person or virtually with potential employers. SUBRECIPIENT will advocate and advise participants to accept employment consistent with their IEP. For participants involved in the supervised job search activity, SUBRECIPIENT must validate the job search through discussions with the participant, and provide guidance, local labor market information, and instruction in job-seeking skills as necessary throughout the process.

Additional services, if determined appropriate for obtaining or retaining employment as identified by assessment, skill deficiency, or length of unemployment may consist of, but are not limited to:

* Comprehensive and specialized assessments of skill levels and service needs, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
* Group, individual, and career counseling which may include networking and job clubs.
* Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills and professional conduct.
* Work based experiences linked to career pathways.
* Provision of information and referral to additional services as appropriate including financial literacy services and English language acquisition programs.

1. **RETENTION SERVICES**

Retention services will help EARN clients stay employed and move along a defined career pathway, according to the standards and timeframes defined by the EARN Manual. Retention services involve more than asking for paystubs and attempted contact with clients. Retention services must focus on helping ensure the transition to work goes well. Retention services may include but are not limited to contact to determine work status; counseling regarding the workplace; additional career planning and counseling; job re-placement; and referral to supportive services.

Retention for TANF Participants: SUBRECIPIENT will assist and incentivize participants who obtain employment to achieve satisfactory performance, retain employment, and to increase earnings over time through the provision of retention services. Once placed in employment and the retention period begins, SUBRECIPIENT will contact participant weekly for the first three months and bi-weekly or as often as needed based on the participant’s IEP. SUBRECIPIENT will provide retention supports and services for one year after retention starts. SUBRECIPIENT will provide documentation of the participant’s retention in qualifying employment at the six-month and 12-month points. This documentation should show the participant is still employed and TANF benefits are closed.

Retention for SNAP Participants: SUBRECIPIENT will assist participants who obtain employment to achieve satisfactory performance, retain employment, and to increase earnings over time through the provision of retention services. SUBRECIPIENT will provide retention services when an individual obtains unsubsidized employment. Retention is defined as a period of 90 days for SNAP Participants. Once the participant is placed in employment and enters the retention period, SUBRECIPIENT will conduct participant contacts biweekly for the full 90 days of the retention period.

1. **CASE MANAGEMENT AND SUPPORTIVE SERVICES**

Central to the success of the EARN program is quality case management and provision of supportive services that enable EARN clients to overcome barriers to employment and complete the goals of the EARN program.

SUBRECIPIENT will provide case management services to EARN clients throughout their participation in the EARN program, including during retention, according to the standards and timeframes defined by the EARN Manual, which requires SUBRECIPIENT to identify and address clients’ social indicators of health. Case management will involve continually assessing and tracking the comprehensive needs of clients and facilitating the coordination of services and supports to address those needs, which may include involvement of multiple agencies and resources, to ensure clients can fully participate in the EARN program. SUBRECIPIENT will encourage self-determination and individual agency of EARN clients throughout provision of case management to promote self-sufficiency and ensure suitability of services.

SUBRECIPIENT will ensure EARN clients have access to basic supports needed to fully participate in the EARN program, especially individuals with barriers to employment, either by providing supportive services directly or leveraging a referral network of service agencies, according to the common needs of EARN clients. The case management model and related supportive services must incorporate a two generational strategy that intentionally promotes positive outcomes for both parents and children in the family unit, as described in the EARN Manual. SUBRECIPIENT must consider additional, essential approaches to case management and supportive services, including but not limited to culturally and linguistically appropriate services, trauma-informed care and motivational interviewing. SUBRECIPIENT will maintain current information related to such services and supports and refer the participant, the family, or both to the appropriate local community resource(s) to achieve goals identified in the IEP, including but not limited to:

* Shelter;
* Education;
  + Adult Basic Education
  + English as a Second Language
  + Post-secondary institutions
  + Keystone Education Yields Success (KEYS) providers
  + Education Leading to Employment and Career Training (ELECT)
  + WIOA Title I Individual Training Accounts
  + Registered Pre-Apprenticeships
* Legal Assistance;
  + Legal services
  + Criminal background inquiries and checks
  + Criminal record expungement
  + Pennsylvania Legal Aid Network
* Life skills, including;
  + Financial literacy
  + Parenting
  + Nutrition
  + Other appropriate information
* Another Employment & Training Provider;
  + EARN program in another area
  + Work Ready
  + KEYS
  + SNAP 50/50 partner organization
  + SNAP EARN
  + RSS program regional partner

SUBRECIPIENT will advocate for the participant and their family when connecting to local community resources by providing participants with an active connection and point of contact; assistance with application and scheduling; and ongoing case management and services while the participant engages with the community resource. SUBRECIPIENT will document and track the outcome of all referrals to resources or services outside the EARN program in CWDS.

SUBRECIPIENT will collaborate with the selected Language Services provider to offer language assistance services for EARN clients with Limited English Proficiency (LEP). SUBRECIPIENT will work to ensure all EARN clients with LEP have linguistically and culturally appropriate services and the meaningful opportunity for participation in the Allegheny County EARN Program.

SUBRECIPIENT will work with the selected transportation assistance provider to administer transportation assistance to eligible clients at the direction of PARTNER4WORK, mainly in the form of, but not limited to, bus passes and gas cards, including requesting such assistance, and supporting distribution to eligible clients and tracking usage of assistance.

SUBRECIPIENT will not issue special allowances (SPAL) to EARN clients, but if appropriate, SUBRECIPIENT will assist clients in making requests for SPALs to the CAO, including identifying a community resource to assist with such requests. SUBRECIPIENT will provide clients assistance with requesting a SPAL from the CAO to purchase a vehicle, as appropriate, or other types of SPALs from the CAO, as needed. SUBRECIPIENT will also facilitate a car payment matching program, in accordance with guidance from PARTNER4WORK, whereby participants may be granted additional funds to the SPAL issued by the CAO to purchase a vehicle.

1. **COUNSELING SERVICES (TANF only)**

SUBRECIPIENT will employ or have arrangements to provide access to licensed professional counselors, social workers, therapists, allied health professionals or a combination of these professionals to provide counseling services and outlets for discussion regarding any and all aspects of a participant’s life, inclusive of mental, social, physical, emotional, and behavioral health aspects that may be beyond the scope of regular staff. SUBRECIPIENT must have licensed professionals available in sufficient numbers so that each participant is able to have an introductory 1-on-1 meeting with an appropriately licensed professional. SUBRECIPIENT will require the licensed professionals, or their organization, to respond to participant requests for services within 24 hours. At a minimum, the response must include documented outreach to schedule an appointment. SUBRECIPIENT will require the professional to have flexible hours of contact, including but not limited to weekends and after “traditional” work hours. SUBRECIPIENT will continue to provide participants with access to these services as often as needed through the end of the 12-month retention period.

1. **DIRECT SERVICE TEAM (DST) MEETINGS**

SUBRECIPIENT, in partnership with local CAO staff, must conduct Direct Service Team meetings (DST). The meetings must be conducted at an established frequency. The purpose of the DST meetings is to discuss progress, challenges and barriers for individual clients with CAO and jointly determine the correct course of action. Topics to be covered at DST meetings include but are not limited to client outreach, enrollment, client barriers and challenges, service plans, client activities and progress, hours of participation, client incentives and terminations. SUBRECIPIENT will produce a report of DST meetings, which will be available upon request to PARTNER4WORK and CAO.

1. **TRAINING, EDUCATION AND CREDENTIALING SERVICES**

SUBRECIPIENT will implement an approach to training, credentialing, and education services for EARN clients in close coordination and consultation with PARTNER4WORK, and One-Stop PA CareerLink® partners driven by in-demand employment opportunities that provide career pathways and self-sustaining wages. SUBRECIPIENT will provide or connect eligible EARN clients to training and educational opportunities likely to enhance client employability and career prospects, including but not limited to:

* Industry skill certifications to achieve and demonstrate skills necessary for specific occupations;
* Upgrades of an individual’s job-related skills including instructional certificate programs that are awarded based upon completion or accumulated credits;
* Associate degree programs including those that result in an Associate of Arts, Associate of Science, or an Associate of Applied Science degree;
* Baccalaureate degree programs including those that result in a Bachelor of Arts, Bachelor of Science, or a Bachelor of Applied Science degree;
* Organized educational programs that are directly related to the preparation of individuals for employment in current or emerging occupations requiring training other than a degree; and
* High School Equivalency (HSE), General Equivalency Degree, Adult Basic Education, and English as a Second Language programs as part of a career pathway when these classes are integrated within, being taken concurrently with, or for a limited-duration prerequisite to post-secondary education or training as part of a career pathway program.

SUBRECIPIENT will ensure that participation in training, credentialing, and educational programs is well-aligned with AMR or EDP requirements and provides a meaningful opportunity for clients to progress toward goals of IEPs. Eligibility to participate in training, credentialing, and education services will be determined by the CAO and must comply with the provisions of the EARN Manual.

PARTNER4WORK prioritizes the achievement of industry-recognized credentials by EARN clients that reflect valuable and marketable skills directly related to employment and expects that SUBRECIPIENT will do the same. SUBRECIPIENT will utilize a combination of in-house and external activities to provide clients with the opportunity to obtain an EARN-recognized credential, making opportunities available in multiple participation formats to increase client access, including virtual, remote, offsite and onsite. Activities leading to an EARN-recognized credential may include but are not limited to vocational education, On-the-Job Training (OJT), Paid Work Experience (PWE) and other activities deemed suitable by PADHS and PARTNER4WORK. All credentialing activities are subject to PARTNER4WORK approval and must be submitted to PARTNER4WORK to receive recognition as a credentialing activity under this Agreement. PARTNER4WORK will work with PADHS to determine which credentialing activities lead to credentials that are EARN-recognized using the following definitions and guidelines, among other factors:

* Credentials consist of an industry recognized certificate or certification, a certificate of completion of a registered pre-apprenticeship, a license issued by the Pennsylvania Department of State or Federal Government, or an associate’s or baccalaureate degree. Credentials measure competence in core content and performance standards in a specific set of work-related tasks. The work-related tasks and assessment must connect with workforce demands. Credentialing programs must effectively address the following, as determined by PARTNER4WORK and PADHS:
  + Credentialing area: A statement explaining what marketable, valuable skill(s) are earned when the program is completed.
  + Program’s value: Justification of why the credential is valuable in the local area, and how developing the skill will improve the participant’s chance of gaining employment in a high priority occupation for the area and moving towards family economic security.
  + CIP code: The CIP code most closely associated with the certification program.
  + Perkins Indicator: A yes/no indication of whether the program is a program of career and technical education as defined in section 3 of the Carl D. Perkins Act of 2006.
  + Curriculum: The subjects that the credentialing program will cover.
  + Syllabus: A day-to-day outline of the progression of the program, including time frames, detail on how the curriculum will be taught, and the goal of each lesson.
  + Assessment: The methods to be used in measuring participant progress.
  + Statement of study time requirements (if applicable): Study time will not automatically be granted. If a participant is required to study outside of class time, study time requirements must be well-described and directly connected to participant progress in the program.

As appropriate, and as allowed by applicable rules and regulations, SUBRECIPIENT will provide or connect EARN clients with adult basic education and remediation services who require such services in order to participate in training or obtain meaningful employment. SUBRECIPIENT will also ensure participants have reasonable access to secondary equivalent opportunities, defined as participation in and completion of a credible high school equivalency (HSE) program. The structure of the HSE program must be suitable to the participant’s knowledge base and learning style based on SUBRECIPIENT assessment. HSE can be obtained through the General Equivalency Diploma (GED) exam or High School Equivalency Test (HiSET). PARTNER4WORK may select a third party to deliver adult education services to EARN clients, in which case SUBRECIPIENT will work closely with the selected service provider to facilitate client participation and related outcomes.

SUBRECIPIENT will develop and maintain strong connections with employers to facilitate work-based training opportunities that result in EARN-recognized credentials and provide meaningful opportunities for clients to obtain sustainable, unsubsidized employment.

SUBRECIPIENT will facilitate selection of, application to, and participation in external vocational training programs, as appropriate, including counseling clients on training opportunities and related career pathways and maintaining close communication with training providers. In considering vocational training for clients offered by external providers, SUBRECIPIENT will follow all guidelines established by PARTNER4WORK and PADHS to determine client eligibility, readiness, and suitability.

TANF Training Vouchers (TANF only): PARTNER4WORK intends to make funds available to SUBRECIPIENT and other providers of EARN services on a first-come, first-served basis to cover all or part of client tuition costs for external vocational training programs, depending on the availability of funds, and in accordance with PARTNER4WORK guidelines issued to SUBRECIPIENT. These funds will be held by PARTNER4WORK, not included in SUBRECIPIENT’s program budget, and only made available for use by TANF clients of EARN. For a client to be eligible to receive tuition support from PARTNER4WORK, SUBRECIPIENT must submit an application to PARTNER4WORK on the client’s behalf, the content of which will be defined by PARTNER4WORK, to be reviewed and approved by PARTNER4WORK on a case-by-case basis. SUBRECIPIENT will communicate closely with PARTNER4WORK to determine the status and availability of funds to cover all or part of client tuition costs for external vocational training programs. PARTNER4WORK is not obligated to make any funds available to cover client tuition costs for external vocational training programs.

1. **COMMUNITY SERVICE**

SUBRECIPIENT will identify, establish and coordinate Community Service (CS) activities for EARN clients, in accordance with the EARN Manual. CS is a beneficial activity available for individuals with minimal work history or who live in communities with limited employment. CS allows individuals who receive TANF the opportunity to work in their community and gain valuable work experience. SUBRECIPIENT will build organizational and community partnerships to ensure EARN clients have access to quality CS opportunities that provide meaningful work-related experiences. The CAO calculates the number of weekly hours an individual may participate in CS, which must be listed on the Agreement of Mutual Responsibility (AMR). A Community Service Agency Agreement (PA 1694) conveys the maximum number of weekly hours of participation. Upon agreement by the CS agency and the client, this form must be submitted to the CAO to identify the location of the CS site and describe the job duties.

1. **CLIENT INCENTIVES (TANF only)**

Client incentives are positive reinforcements to promote TANF client participation and achievement. Incentives are available to clients upon meeting an objective or standard. Incentives are not based on need. SUBRECIPIENT will administer, distribute and document all incentives to EARN clients in accordance with the EARN Manual and PARTNER4WORK policies and protocols. SUBRECIPIENT will maintain a list of all incentives issued that includes the following information, at minimum: amount and type of incentive issued, name of individual receiving incentive, date issued and reason for issuance of incentive. All incentives given to a participant should also be recorded in the CWDS case narrative. The issuance of client incentives is subject to monitoring. To be eligible for an incentive, an EARN participant must be enrolled, in compliance with required hours and meeting all other program expectations, including expectations regarding conduct and active involvement in activities. SUBRECIPIENT must maintain and submit to PARTNER4WORK an up-to-date plan detailing planned use of client incentives.

1. **EMPLOYER ENGAGEMENT**

SUBRECIPIENT will engage employers through a proven, demand-driven model, to better connect EARN clients with employment opportunities and sustainable careers. SUBRECIPIENT will coordinate all employer engagement activities closely with PARTNER4WORK, PA CareerLink® Pittsburgh/Allegheny County, and other system partners to promote the EARN Program and ensure an aligned approach that secures job openings and work-based learning experiences for EARN clients and assists employers in overcoming the challenges of recruiting, retaining and developing talent.

SUBRECIPIENT will build and maintain relationships with local employers and ensure EARN programming reflects employer needs and preferences so participants can experience relevant and realistic career exploration, work-based learning, subsidized employment, mentoring, volunteer opportunities, and ultimately, sustainable employment. To support area employers and industry sectors most effectively, SUBRECIPIENT will have a clear understanding of industry skill needs; identify appropriate strategies for assisting employers; and employ an integrated business services strategy with One-Stop partners.

SUBRECIPIENT will perform the following employer engagement activities:

* Establish relationships with employers who use the EARN Program as a viable source of talent.
* Assist employers in effectively understanding and utilizing the EARN Program and other workforce resources, such as the Work Opportunity Tax Credit (WOTC).
* Explore employer hiring needs and requirements to develop job opportunities for EARN clients.
* Develop and promote employer job openings to EARN clients.
* Prepare jobseekers for applications and interviews with engaged employers.
* Facilitate space for employers to conduct interviews, recruitment events and other meetings.
* Connect employers with resources and opportunities available through PARTNER4WORK and the larger workforce development system.
* Assist employers in understanding and utilizing the job quality framework.
* Assist employers with resources that are available to support and engage language learners, refugees and immigrants.
* Assist employers with resources in recovery friendly workforce and support services.
* Assist employers with resources to support justice impacted individuals in workforce engagement.
* Work with PARTNER4WORK and employers to identify and develop customized training and pre-employment opportunities.
* Provide PARTNER4WORK with data, analysis and observations gained through employer engagement efforts.
* Collaborate with One-Stop partners around business engagement and employer partnerships

1. **SITE ADMINISTRATION AND OPERATIONS**

SUBRECIPIENT offering services at PA CareerLink® will collaborate with the One-Stop Operator, site administrator, and the integrated delivery staff at the PA CareerLink® offices approved by Partner4Work.

SUBRECIPIENT with neighborhood/alternative EARN and Work Ready site proposals will establish a convenient, accessible location, from which clients and partner organizations can fully participate in the EARN and Work Ready Program. Location and space arrangements must be approved by PARTNER4WORK; however, SUBRECIPIENT will be responsible for site administration, operations and service delivery. SUBRECIPIENT must provide consistent access for clients during normal business hours, and maintain a safe, professional and Americans with Disabilities Act (ADA) compliant environment for EARN participants and staff.

SUBRECIPIENT will provide access outside of normal business hours and in community settings to accommodate the needs of EARN clients, as appropriate and as capacity allows. As a responsible site administrator, SUBRECIPIENT must maintain written policies and procedures governing the security, delivery of services and use of space. PARTNER4WORK reserves the right to exercise site control or change locations at any time during the effective dates of this Agreement.

SUBRECIPIENT must follow all applicable regulations regarding health and safety as they relate to site administration, including but not limited to the Centers for Disease Control (CDC), the Pennsylvania Department of Health, and the Allegheny County Health Department.

1. **PARTNER COLLABORATION AND REFERRALS**

SUBRECIPIENT will participate in EARN-related meetings and other events, including but not limited to the Local Management Committee (LMC), Direct Service Team (DST) meetings, and meetings convened by the CAO. SUBRECIPIENT will also collaborate with PARTNER4WORK to represent EARN at meetings, forums and conferences and promote EARN by identifying and creating content to highlight in communication tools.

SUBRECIPIENT will propose referral strategies that support a coordinated, participant-centered approach, allowing individuals receive personalized and seamless support in an intentional and effective co-located system. SUBRECIPIENT must be able to partner around integrated referral pathways to support EARN, Work Ready, and SNAP EARN participants with employment, training, and supportive services.

PARTNER4WORK is committed to effectively leading the workforce development system in Pittsburgh and Allegheny County, including funding and supporting various workforce activities outside the scope of this Agreement. SUBRECIPIENT will work closely with PARTNER4WORK to collaborate and coordinate activities with the stakeholders and initiatives that comprise the larger workforce development system led by PARTNER4WORK, especially PA CareerLink® Pittsburgh/Allegheny County. Such initiatives include but are not limited to PARTNER4WORK programs funded by WIOA, TANF, and other public and private funds. To facilitate collaboration and coordination of activities, SUBRECIPIENT will:

* Share information and best practices with PARTNER4WORK and its network of providers
* Coordinate and integrate service delivery with partners to increase efficiency and reduce duplication, including career services, training services, business engagement and supportive services
* Assist PARTNER4WORK in developing a strong portfolio of workforce programs
* Assist PARTNER4WORK in developing strategies for co-enrollment with partner programs
* Participate in meetings, conference calls, pilot programs and recruitment events organized by PARTNER4WORK and its network of providers
* Assist PARTNER4WORK in obtaining additional public and private funds that build capacity of the local workforce development system

SUBRECIPIENT will coordinate program management closely with One-Stop partners to deliver integrated services for the Allegheny County EARN and Work Ready Programs, including conducting joint events, coordinating referrals, and working with the CAO and other EARN providers to facilitate transfers between EARN providers, as appropriate. Such coordination is needed to ensure consistency of services, share best practices that could improve performance of partner agencies, and present a unified message to stakeholders of the Allegheny County EARN Program. PARTNER4WORK expects SUBRECIPIENT and all agencies delivering services for the Allegheny County EARN Program to fully collaborate and foster an open community of practice.

To ensure all EARN clients have access to the services that best meet their needs, SUBRECIPIENT will readily embrace collaboration and coordination with partner agencies, developing strong referral networks and providing referrals to other workforce and supportive service organizations and partners appropriately, including but not limited to PA CareerLink® and PARTNER4WORK provider networks. SUBRECIPIENT will track, monitor and report on referrals made by and received from community partners to identify trends and opportunities for system improvements. Additionally, SUBRECIPIENT will work closely with PARTNER4WORK to identify and integrate services and enhancements that help to better serve job seekers.

SUBRECIPIENT will work with PARTNER4WORK to select quality candidates for partnership opportunities that include occupational training, work-based training, employment and/or additional opportunities. SUBRECIPIENT will respond to PARTNER4WORK requests for work ready candidates in a timely fashion and will refer candidates appropriately, according to the criteria of requests by PARTNER4WORK.

SUBRECIPIENT will facilitate the transfer of EARN participants to other PADHS employment and training programs, when appropriate and approved by both the CAO and the receiving program. Program transfer options include but are not limited to KEYS (Keystone Education Yields Success) and ELECT (Education Leading to Employment and Career Training).

KEYS: SUBRECIPIENT will transfer to the KEYS program those participants who have enrolled at a Pennsylvania community college to pursue an education activity that leads to receipt of a diploma or certificate. SUBRECIPIENT will coordinate educational activities at community colleges with the KEYS program and terminate the EARN participation of clients who meet all requirements for KEYS and desire to participate in KEYS. SUBRECIPIENT will not terminate the EARN participation of clients who have expressed interest in community college but have not yet enrolled.

ELECT: ELECT is a joint initiative between PADHS and the Pennsylvania Department of Education that enables school districts and intermediate units to help pregnant and parenting teens earn HSE, become better parents and make the transition to employment, career training or higher education. ELECT services are available to students ages 22 and younger. SUBRECIPIENT will coordinate educational activities with ELECT programs and terminate the EARN participation of TANF participants who meet all requirements to enroll in ELECT and desire to participate in ELECT. SUBRECIPIENT will not terminate the EARN participation of clients who have expressed interest in ELECT but have not yet enrolled.

SNAP 50/50 Third-Party Partnerships. SNAP 50/50 partnerships are direct contractual relationships between PADHS and community-based organizations that serve as specialized training providers. Each SNAP 50/50 partner sets its own prerequisites for admission to the program. SUBRECIPIENT will work with each local SNAP 50/50 partner organization(s) to identify when referrals to that organization are appropriate. SUBRECIPIENT will transfer identified participants to the SNAP 50/50 program who have been thusly identified. While PADHS reimburses partner organizations for expenses related to SNAP participants, some partner organizations may provide a similar package of services to TANF participants. SUBRECIPIENT may refer TANF participants to partner organizations but will not characterize the referral as a “SNAP 50/50” or a “50/50” referral. SUBRECIPIENT will continue to serve and track TANF participants referred to these partner organizations.

1. **LOCAL MANAGEMENT COMMITTEE (LMC)**

SUBRECIPIENT will fully participate in all meetings of the Local Management Committee (LMC), led by PARTNER4WORK and other stakeholders of the Allegheny County EARN Program, responsible for the coordination of EARN operations and services provided in Allegheny County. SUBRECIPIENT will contribute to LMC agendas, share program updates during LMC meetings and implement directives resulting from the LMC.

1. **STAFF TRAINING AND DEVELOPMENT**

SUBRECIPIENT must employ highly qualified and professional staff at all levels throughout the period of performance whose quality of work is reflective of the integrated workforce development model sought by PARTNER4WORK. SUBRECIPIENT will ensure all staff have the tools, resources and professional development opportunities needed to excel in service delivery and achieve optimum performance. Staff are required to maintain current knowledge and expertise in the following:

* Career counseling and customer service best practices
* Delivery of services to clients and businesses remotely, through virtual platforms
* Case management competencies and integrating supportive services into programming
* Labor market information, including characteristics of supply (labor) and demand (employers)
* Training, understanding and implementation of self sufficiency measurements and income calculator
* Initiatives, programs and services of PARTNER4WORK and the broader workforce development system
* Viable career pathways and how to connect EARN clients appropriately
* Availability of industry and employer-recognized training and educational opportunities
* Commonwealth Workforce Development System (CWDS)
* Impact of trauma and poverty on job seekers and related interpersonal strategies
* Local resources and services to assist individuals facing barriers to employment
* Commitment to job quality for staff
* Culturally and linguistically competent service delivery
* Competency in recovery friendly framework and supportive services
* Competency in workforce and supportive services for justice impacted individuals

Staff must have the capacity to effectively work remotely and deliver the services required by this STATEMENT OF WORK through virtual mediums.

1. **PERFORMANCE STANDARDS AND GOALS**

The primary performance standards and related goals for the EARN program are established by PADHS, as defined in the EARN Manual and shown below, and will be used as measures of SUBRECIPIENT’s success for this Agreement. SUBRECIPIENT must meet or exceed these goals for each of the defined standards.

| **PADHS Performance Standards for TANF Participants** | | | |
| --- | --- | --- | --- |
| **Category** | **Description** | **Threshold/Goal** | **Corrective Action** |
| Assessment | SUBRECIPIENT shall conduct and complete a comprehensive household assessment as defined in this STATEMENT OF WORK, within seven business days of a participant’s enrollment. | 90% of all participants enrolled with SUBRECIPIENT for whom an assessment is required. | SUBRECIPIENT must submit a corrective action plan. |
| Individual Employment Plan (IEP) | SUBRECIPIENT shall complete and document a detailed IEP that includes plans to address participant challenges (barriers) and agreed upon plan for resolution within 14 calendar days of the assessment. | 90% of all enrolled participants for whom an IEP is required. | SUBRECIPIENT must submit a corrective action plan. |
| Licensed Counselor or Social Worker | SUBRECIPIENT shall meet the counseling services requirement established by this STATEMENT OF WORK so that eligible participants have a one-on-one meeting within 14 calendar days of their program enrollment. | 80% of all enrolled participants for whom a meeting is required will have an introductory one-on-one meeting with the licensed professional within 14 days from the participant’s program start. | SUBRECIPIENT must submit a corrective action plan. |
| Secondary Equivalent and Credentialing (including referrals to outside programs) | SUBRECIPIENT shall coordinate educational activities with ELECT service providers and the KEYS program.  --OR--  A participant must receive a diploma or certification that will provide the participant with an industry-recognized certificate or certification, as defined in this STATEMENT OF WORK, and marketable skill directly related to their employment goals listed in their AMR and IEP. | 50% of all participants in an activity that results in a transfer or credential.  \*Additional Credentialing Goal: In addition to the PADHS goal defined above, SUBRECIPIENT must ensure 25% of all participants enrolled obtain a credential recognized by PADHS, as defined herein. | SUBRECIPIENT must submit a corrective action plan. |
| Placement | SUBRECIPIENT achieves Placement of participants in employment where participant is meeting in unsubsidized employment at least 20 hours in a four consecutive week period and is paid at least two dollars above the higher of the federal or state minimum wage as of July 1 of the program year. | 65% of all enrolled participants who become employed achieve Placement.  \*Additional Placement Goal: In addition to the PADHS Placement goal defined above, SUBRECIPIENT must ensure 65% of all participants enrolled obtain Placement, as defined herein. | SUBRECIPIENT must submit a corrective action plan. |
| Retention | Retention is achieved when an individual obtains unsubsidized employment and is placed in CWDS extended hold as specified in this STATEMENT OF WORK. | 70% of all enrolled participants who met the employment reporting measure at six-months will achieve the benchmark  50% of all enrolled participants who met the employment reporting measure at twelve-months will achieve the benchmark | SUBRECIPIENT must submit a corrective action plan. |
| Earned Income | For participants that have achieved Placement, at the conclusion of the 12-month retention period, the participant has increased their earned income. | 75% of all enrolled participants who have achieved Placement have increased earnings. | SUBRECIPIENT must submit a corrective action plan. |

| **PADHS Performance Standards for SNAP Participants** | | | |
| --- | --- | --- | --- |
| **Category** | **Description** | **Threshold/Goal** | **Corrective Action** |
| Assessment | All SNAP Participants shall receive a comprehensive assessment completed within seven business days of enrollment. | 90% of all enrolled participants for whom an assessment is required. | SUBRECIPIENT must submit a corrective action plan. |
| Individual Employment Plan (IEP) | SUBRECIPIENT shall complete and document a detailed IEP within 14 calendar days of enrollment. | 90% of all enrolled participants for whom an IEP is required. | SUBRECIPIENT must submit a corrective action plan. |
| Credentialing (including referrals to outside programs) | A participant must receive a diploma or certification that will provide the participant with an industry-recognized certificate or certification, as defined by this STATEMENT OF WORK, and marketable skill directly related to their employment goals listed in their EDP and IEP. | 50% of all enrolled participants. | SUBRECIPIENT must submit a corrective action plan. |
| Placement | Placement in employment where participant is meeting 20 hours per week (80 hours per month) in Unsubsidized Employment and is earning at least two dollars above the higher of the federal or state minimum wage as of July 1 of the current program year. | 65% of all enrolled participants. | SUBRECIPIENT must submit a corrective action plan. |
| Retention | Participants are still employed 90 days after starting the retention activity. | 50% of all enrolled participants. | SUBRECIPIENT must submit a corrective action plan. |

In addition to the performance standards and related goals defined by PADHS, as shown above, SUBRECIPIENT must maintain a referral to enrollment rate of 65% for both TANF and SNAP participants, defined as the number of cases enrolled in the EARN program within the contract period divided by the number of referrals made to the EARN program by the CAO within the contract period.

SUBRECIPIENT is highly encouraged to work with participants toward the goal of employment that provides an income at or above the self-sufficiency wage, as defined by PARTNER4WORK.[[1]](#footnote-0) PARTNER4WORK will track the number of participants who earn an income at or above the self-sufficiency wage, either at the time of placement or during retention, which will be considered a factor in measuring success of SUBRECIPIENT. PARTNER4WORK may introduce goals for SUBRECIPIENT regarding the number or proportion of participants who obtain employment that provides an income at or above the self-sufficiency wage at any time during this or subsequent contract periods.

PARTNER4WORK may also measure and evaluate SUBRECIPIENT’s performance across other indicators, including but not limited to the following, applicable to both TANF and SNAP participants:

* Activity Compliance Rate (ACR), defined as the number of cases fulfilling the activity requirements of their EARN participation divided by the number of new EARN cases within the contract period;
* SUBRECIPIENT’s ability to successfully:
  + Refer clients to partnership opportunities promoted by PARTNER4WORK, including specific occupational training, work-based training, employment, educational services, and human services;
  + Training and understanding of self-sufficiency income calculator, initiatives, programs, and services of PARTNER4WORK and the broader workforce development system
  + Place clients in occupational and work-based training that results in quality employment;
  + Facilitate special initiatives and emerging program components, including car purchase payment matching, TANF training vouchers, IRTP, and two-generational programming, ;
  + Conduct reverse referrals, as described herein.
  + Work based training opportunities
  + Placements that align the PARTNER4WORK self-sufficiency policy
  + Placements that align with the high priority occupations of Pittsburgh/Allegheny County
  + Referrals to system partners for training, education, and supportive services

SUBRECIPIENT’s ability to meet or exceed the goals established by PADHS and PARTNER4WORK will be a primary factor in determining continuance of this Agreement in future contract periods.

Poor Performance: In the event SUBRECIPIENT’s performance of the services described herein does not result in the goals defined by PARTNER4WORK and PADHS, PARTNER4WORK will work with SUBRECIPIENT to improve performance; however, especially in cases of chronic underperformance, PARTNER4WORK may implement corrective measures or terminate the Agreement upon notice to SUBRECIPIENT.

1. **DATA MANAGEMENT AND REPORTING**

SUBRECIPIENT must regularly track and monitor data related to EARN participation and outcomes, using observations and evaluation to ensure continuous program improvement. Such efforts must be supported by strong internal systems and applications. SUBRECIPIENT is required to provide PARTNER4WORK with timely reports and supporting documentation that clearly demonstrate program enrollment, participation, activity compliance, progress, outputs and outcomes. PARTNER4WORK will work with SUBRECIPIENT to understand reporting requirements and program exiting procedures, and to determine the appropriate template for reporting outcomes and performance. Reporting frequency and content are subject to change at the discretion of PARTNER4WORK. Possible areas of reporting include but are not limited to:

* Outreach activities
* Referrals and enrollments
* Activities and services clients are engaged in
* Participant and employer stories; included successes and major challenges
* Barriers to employment faced by clients
* Efforts to remediate barriers to employment, including related results
* Credentials attained, including credentialing program characteristics
* Job placements and retentions
* Client wages and benefits
* Incentives issued to clients
* Business engagement efforts
* Partner referrals
* Customer satisfaction rates
* Number and volume of employer engagement

1. **PROGRAM IMPLEMENTATION PLAN**

SUBRECIPIENT must submit separate Program Implementation Plans (PIP) for the TANF and SNAP components of the EARN program to PARTNER4WORK no later than July 31,2025. The PIP is a requirement of PADHS and will be used by PARTNER4WORK and PADHS to evaluate the effectiveness of SUBRECIPIENT’s program design and service delivery throughout the term of this Agreement, based on the requirements outlined in this STATEMENT OF WORK and the EARN Manual. PARTNER4WORK will provide further guidance regarding completion and required content of the PIP to SUBRICIPIENT directly from PADHS.

Program Implementation Plans must be submitted for both the TANF and SNAP components of the EARN program, separately, for the following service areas:

* Program Referrals
  + Outreach Plan to CAO staff
  + Outreach Plan to conduct reverse referrals
* Enrollments
  + Orientation
  + Assessment Tool
  + Individualized Employment Plan (IEP)
* Activities and Services
  + Counseling Services
  + Case Management
  + Program Activities and Offerings
  + Credentialing Programs
  + Unsubsidized Employment Opportunities
  + Wraparound Services
  + Barrier Remediation Services
* Collaboration and External Referrals
  + ELECT and KEYS Referral Plan
  + Collaboration Plan
* Retention and Incentives
  + Retention Plan
  + Incentives
* TANF Fund Expenditures
* Technical Assistance

1. **COMMONWEALTH WORKFORCE DEVELOPMENT SYSTEM (CWDS)**

SUBRECIPIENT will be required to utilize the Commonwealth Workforce Development System (CWDS) as the information system of record for all participant and employer communication, service provision and other program activity and must ensure that all data is entered accurately and in a timely manner, adhering to all applicable data rules, regulations and entry time requirements. Staff must be fully competent in utilizing CWDS and providing basic guidance regarding CWDS to other service providers within the PARTNER4WORK network, including querying and producing reports from CWDS regarding the EARN Program. PARTNER4WORK will utilize data from CWDS, as well as data collected from other sources, to determine program compliance and evaluate performance of SUBRECIPIENT.

SUBRECIPIENT will follow guidelines for proper use of CWDS provided by PADHS and/or PARTNER4WORK and maintain internal protocols for uniformed and detailed case notes to ensure clear and consistent tracking and documentation of progress throughout the program. SUBRECIPIENT will participate in data quality, validation and compliance activities required by PADHS and/or PARTNER4WORK, as well as regular meetings and review of performance reports, and other written reports when requested.

SUBRECIPIENT will identify staff members whose work requires access to CWDS and submit applications for CWDS access per local protocols, subject to approval by PARTNER4WORK. Appropriate staff members to receive CWDS access include case managers, employment specialists, job developers, and other staff members who have regular contact with participants or whose work requires monitoring and oversight of participant data maintained in CWDS. CWDS account credentials and login information may not be shared between staff members or other individuals. SUBRECIPIENT must submit notification if any staff member with CWDS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in revocation of CWDS access for SUBRECIPIENT and contract termination.

SUBRECIPIENT must have capacity to utilize additional information systems, as needed and according to the Uniform Guidance and related policies governing Personally Identifiable Information and technology. Examples include eCIS—PADHS’ customer information system, and any complimentary case management platforms, recognizing CWDS as the System of Record for the EARN programs.

1. **RECORDS AND DOCUMENTATION**

SUBRECIPIENT must retain, secure, and ensure the accuracy of all program files and records, whether related to clients, employers, or general operations, in compliance with related federal and state regulations, and PARTNER4WORK’s record retention requirements. Files must be retained for SEVEN (7) years after PARTNER4WORK reports final expenditures to the funding source. SUBRECIPIENT must allow PARTNER4WORK and representatives of other regulatory authorities access to all records, program materials, staff and participants related to this Agreement.

SUBRECIPIENT is responsible for maintaining and securing participant case files at all times, as well as ensuring privacy and protection of all personal information collected from participants per the EARN Manual and applicable laws, regulations and PARTNER4WORK policies. Accurate documentation showing evidence of time spent in activities and work are critical to meeting performance. Case files are the property of PARTNER4WORK and must contain a variety of documentation including but not limited to:

* Identification and contact information
* Release of Information Form
* Assessment information and service plans
* Attendance forms, time sheets and excused absences
* Client contacts and updates
* Job search logs, time and attendance sheets
* Employment Verification Forms (EVF) and paystubs
* Verification of retention
* Other relevant forms and information

SUBRECIPIENT is also responsible for maintaining clear and detailed narratives for each client in their case file. Case narratives must include but are not limited to:

* Date, time and location of all EARN-related contacts
* Purpose and outcome of all EARN-related contacts
* Any changes in the client's conditions or circumstances
* Solutions offered and related client responses
* Services and supports needed, requested or provided
* Pertinent information received from the CAO
* Other relevant information.

SUBRECIPIENT will participate in regular data and document validation requests initiated by PARTNER4WORK and PADHS, responding to such requests in a timely manner, according to the deadlines defined by PARTNER4WORK. To effectively respond to data and document validation requests by PARTNER4WORK, SUBRECIPIENT must have ready access to client data and documentation, and the capacity to send client data and documentation to PARTNER4WORK electronically. When transmitting client data and documentation to PARTNER4WORK in response to such requests, SUBRECIPIENT will utilize a secure online application, as determined by PARTNER4WORK, and follow all related privacy rules and regulations.

1. **CONFIDENTIALITY**

Confidentiality of client information must be maintained to meet the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any other confidentiality requirements applicable to the services delivered through this Agreement. HIPAA requires that organizations protect identifiable individual health care information. SUBRECIPIENT must provide each staff member who has contact with participants or participant information with HIPAA training at least once yearly. SUBRECIPIENT must retain documentation of all training. SUBRECIPIENT must train new staff members on HIPAA requirements within 14 business days of the start of employment. SUBRECIPIENT must require that all subcontractors, if applicable, comply with the same HIPAA training and documentation requirements. Documentation of training must provide the name of SUBRECIPIENT or subcontractor staff persons who were trained.

SUBRECIPIENT acknowledges that the use or disclosure of information concerning applicants or recipients of public assistance for purposes other than as provided for in this Agreement is strictly prohibited by state and federal law. SUBRECIPIENT shall keep such information confidential and shall require its employees, subcontractors, and employees accessing confidential information received under this Agreement to sign an acknowledgement to evidence their understanding and agreement concerning the confidential nature of the information. SUBRECIPIENT shall use the information only as agreed to in this Agreement and for no other purpose. SUBRECIPIENT shall properly instruct any person having access to this information as to security requirements and obligations, and to inform persons having access that they are bound by the confidentiality provisions of this Agreement. SUBRECIPIENT must inform all employees that violation of this Agreement may result in disciplinary action, including discharge or criminal prosecution if the employee knowingly uses the information for fraudulent purposes. SUBRECIPIENT and its employees shall have access to this information only on a “need to know” basis. These obligations will survive the expiration or termination of this Agreement.

1. **CONTRACT OVERSIGHT AND EVALUATION**

PARTNER4WORK is responsible for all levels of program monitoring, compliance and evaluation for all activities of the Allegheny County EARN and Work Ready programs. SUBRECIPIENT is required to keep good records and collect data that will help PARTNER4WORK comply with such requirements.

PARTNER4WORK Responsibilities: PARTNER4WORK will monitor, evaluate and provide guidance and direction to SUBRECIPIENT in the conduct of services performed under this Agreement. PARTNER4WORK has the responsibility to determine whether SUBRECIPIENT has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of SUBRECIPIENT to ensure such requirements are met. PARTNER4WORK may require SUBRECIPIENT to take corrective action if deficiencies are found.

SUBRECIPIENT Responsibilities: SUBRECIPIENT will permit PARTNER4WORK to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, and funding source guidelines, and SUBRECIPIENT agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

SUBRECIPIENT shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of PARTNER4WORK or federal or state agencies and SUBRECIPIENT agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

SUBRECIPIENT understands that all books and records pertaining to this Agreement, including payroll and attendance records of participating employees, are subject to inspection by PARTNER4WORK, federal or state agencies and others for auditing, monitoring or investigating activities pursuant to this Agreement. Said books and records shall be maintained for a period of SEVEN (7) years beyond the completion of this Agreement. If SUBRECIPIENT receives notice of any litigation or claim involving this Agreement, SUBRECIPIENT shall retain records until otherwise instructed by PARTNER4WORK.

1. **TRANSITION**

In the event SUBRECIPIENT does not receive a continuation of contract or should either partner not wish to continue this Agreement, SUBRECIPIENT will work with PARTNER4WORK to ensure a smooth transition for customers and partners in the system. SUBRECIPIENT will, at a minimum:

* Assist PARTNER4WORK with the messaging of the transition and execute a detailed timeline and plan
* Submit all requested information, including but not limited to customers, service delivery models, carry-over funding, obligations, partner relationships, tracking information, and data elements, at PARTNER4WORK’s request
* Provide any and all requested information to the new provider of EARN services for Allegheny County

1. **CONTRACTOR PARTNERSHIP PROGRAM (CPP)**

SUBRECIPIENT will participate in the DHS Contractor Partnership Program (CPP) and follow related guidelines, including establishing goals for hiring TANF beneficiaries, implementing activities to employ and retain TANF beneficiaries, and reporting to PARTNER4WORK and/or DHS on the status of such activities. More information about CPP can be found here: <https://www.dhs.pa.gov/providers/Providers/Pages/Contractor-Partnership-Program.aspx>

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1. <https://www.partner4work.org/document/self-sufficiency-policy-rev.-2024/> [↑](#footnote-ref-0)