**Federal Fiscal Year/Program Year 2024 Workfare Agreement Template**

**Nonfinancial Cooperative Agreement between Workfare Provider and Supplemental Nutrition Assistance Program Employment and Training Administrator Authority**

The parties are authorized to enter into this nonfinancial agreement by, and all performance under this agreement is subject to, 7 USC §2029 and 7 CFR §273.7. The parties entering into this agreement are the local workfare provider and the Local Workforce Development Board (Board) or its designee.

Board/Designee:

Workfare Provider is a:

* public nonprofit; or
* private nonprofit.

**Period of Agreement**

This agreement is effective from the last signature date of the parties through September 30, 2024, or until terminated by mutual written agreement of both parties or by one party giving 30 days written notice to the other party.

**Purpose**

The purpose of this agreement is to establish policies and procedures for the provision of workfare opportunities for Able-Bodied Adults Without Dependents (ABAWDs) who receive Supplemental Nutrition Assistance Program (SNAP) benefits.

**Goals**

1.1 The goal of this agreement is to establish workfare jobsites for ABAWDs.

1.2 The primary goal of workfare is to improve a participant’s employability and enable the participant to attain regular employment (7 CFR §273.7(m)).

1.3 The Board or its designee will develop local work plans for each workfare participant. The local work plans must include the type of work to be performed, the number of workfare participation hours per month, and the contact at the employer site.

**Meetings and Coordination**

2.1 As needed, the workfare provider and the Board or its designee will meet to assess the activities conducted under this agreement and to make necessary adjustments in order to improve the workfare experience.

2.2 The workfare provider and the Board or its designee will establish a process for the workfare provider to report hours of participation, nonparticipation, and/or any other relevant participant information.

2.3 The contacts for this agreement are as follows:

Workfare Provider/Workfare Site:

Name:

Title:

Address:

Phone Number:

Board/Designee Name:

Title:

Address:

Phone Number:

**Mutual Agreements**

3.1 Performing the workfare activity tasks on a regular basis must be within the participant’s capability, including physical capacity, skills, experience, family responsibilities, and place of residence.

3.2 The Board or its designee will provide information to the workfare provider about the required hours of participation. ABAWDs may not participate in workfare beyond their maximum required participation hours as described in the SNAP Employment & Training (E&T) Guide.

3.3 All participants have the rights available under federal, state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age, or disability. Individuals alleging discrimination may choose to have their complaints processed as a SNAP E&T dispute or as a violation of other applicable state and local laws prohibiting discrimination in employment.

**Workfare Provider Agreements**

4.1 No participant will be required, with or without consent, to remain away from home overnight.

4.2 No participant will be required to work more than eight hours on any given day without his or her consent.

4.3 All workfare participants receive job-related benefits at the same levels and to the same extent as similar non-workfare employees employed by the workfare provider. These are benefits related to the actual work being performed, such as workers’ compensation, and not benefits related to the employment, such as health insurance. Of those benefits required to be offered, any elective benefit that requires a cash contribution by the participant will be optional at the discretion of the participant.

4.4 Workfare participants are subject to the same health and safety standards established under state and federal law that apply to non-ABAWDs in similar activities.

4.5 Operating agencies must not provide to a workfare participant work that will replace or prevent the employment of an individual not participating in the workfare program. Workfare jobs must not infringe upon the promotional opportunities available to regular employees.

4.6 Workfare jobs must not be related to political or partisan activities in any way.

4.7 The workfare provider must comply with the local work plan developed for each participant.

4.8 The workfare provider agrees to provide \_\_\_\_\_ workfare slots to workfare participants each year. A workfare slot is one workfare opening that may be filled by one individual.

**Texas Workforce Commission Agreements**

5.1 The conditions of participation must be reasonable and take the participant’s proficiency into consideration.

5.2 Complaints related to workfare services must be filed in accordance with Board policies, as outlined in Texas Workforce Commission Chapter 823 Integrated Complaints, Hearings, and Appeals rules.

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| By affixing your name below, you agree to the terms and conditions of this agreement:Name: | Name: |
| Title: | Title: |
| Workfare Provider: | Board/Designee:  |
| Date: | Date:  |