

Southwestern Area Workforce Development Board

Board Meeting Agenda

Virtual Meeting via Zoom or Phone

To join meeting by phone, dial: (346) 248-7799, then enter Meeting ID: 829 6649 0916

To join meeting online via Zoom, go to: <https://us02web.zoom.us/j/82966490916>

Thursday, June 10, 2021 at 10:00 a.m. (MDT)

*Mr. Joshua Orozco—Board Chair
Ms. Alisa Estrada—Board Vice-Chair*

- I. Call to Order**
- II. Roll Call and Abstentions**
- III. **Public Comment (3-Minute Limit)**
- IV. Approval of Agenda** *(Items marked with an asterisk * are considered consent agenda items as shown in the consent agenda section below. These items are approved with the motion to approve of the agenda unless a member requests that a specific item be removed for its own action. There is no discussion on these items)*
- V. Consent Agenda Items**
 - a) *Approval of the April 8, 2021 meeting minutes **pg. 3**
 - b) *Resolution 20 – 40 approves the PY21 Open Meetings Act Resolution **pg. 9**
- VI. Discussion, Consideration and Possible Action Regarding**
 - a) Resolution 20 – 41 approves the PY21 Southwestern Area Workforce Development Board Budget **pg. 13**
 - b) Resolution 20 – 42 approves a government to government contract agreement with Alamo Navajo Schools to provide WIOA Youth Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement **pg. 16**
 - c) Resolution 20 – 43 approves a government to government contract agreement with the South Central Council of Governments to provide WIOA Administrative Entity Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement **pg. 65**
 - d) Resolution 20 – 44 approves a second-year contract agreement with Arbor E&T, LLC dba Equus Workforce Solutions to provide WIOA Adult & Dislocated Worker Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, with an option to renew annually for a total of three years, and authorizes the board chair or vice-chair to sign the agreement **pg. 98**

- e) Resolution 20 – 45 approves a second-year contract agreement with Arbor E&T, LLC dba Equus Workforce Solutions to provide WIOA One-Stop Operator Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement **pg. 175**
- f) Resolution 20 – 46 approves a third-year contract agreement with Youth Development Incorporated to provide WIOA Youth Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement **pg. 254**
- g) Resolution 20 – 47 amends the Southwestern Area Workforce Development Board Bylaws to include and cite sections of Code of Federal Regulation under the Workforce Innovation and Opportunity Act **pg. 296**
- h) Resolutions 20 – 48 amends the Southwestern Area Workforce Development Fiscal Policies to reflect the approval of Senate Bill 345 related to Sections 10-8-1 through 10-8-8 NMSA 1978, cited as the "Per Diem and Mileage Act". **pg. 312**

VII. Reports and Information Items

- a) Committees Reports
 - i. Youth Committee
 - ii. Disabilities Committee
 - iii. One-Stop/Agency Coordination Committee
 - iv. Monitoring/Performance Committee
 - v. Planning Committee
- a) Financial Reports
- b) Updates from DWS Liaison – Christina Garcia-Tenorio

VIII. Other

- a) Member Input

IX. *Public Comment (3-Minute Limit)**

X. Next Meeting

- a) Joint CEO and SAWDB Meeting on Thursday, June 24, 2021 at 10:00 a.m. via Zoom

XI. Adjournment

*Public comments can be emailed to angela1@sccog-nm.com before June 10, 2021 at 10:00 a.m. All public comments will be read at the meeting in the order received.

***Public comments may also be emailed during the meeting to angela1@sccog-nm.com. All public comments will be read at the meeting in the order received.

Mission: The Southwestern Area Workforce Development Board's mission is to empower individuals in the region by providing them with the tools and training they need to acquire higher paying jobs based on the needs of local businesses. With an emphasis on economic and employer-driven goals, SAWDB's cooperative programs will cater to the region's unique employment needs, allowing for more effective distribution of federal funds and serving local employers by cultivating a highly skilled workforce.

**Southwestern Area
Workforce Development Board
Virtual Meeting Via Zoom or Phone**

To join meeting by phone, dial: (346) 248-7799, then enter Webinar ID: 844 9648 6340

To join meeting online via Zoom, go to: <https://us02web.zoom.us/j/84496486340>

Thursday, April 8, 2021 at 10:00 a.m. (MDT)

DRAFT MEETING MINUTES

I. Call to Order

- a. Chairman Orozco called the meeting to order at 10:02 a.m. and welcomed all attendees.

II. Roll Call and Abstentions

- a. Ms. Longovia called roll. Ms. Thomas-Herrera abstained from voting on any items related to Youth.

Present:

Cassie Arias-Ward
Chris Boston
Alisa Estrada
Jacqueline Fryar
Rebecca Lescombes
Debbie Maldonado
Joshua Orozco
Erik Padilla
Anton Salome
Debbie Schoonover
Steve Siañez
Kim Skinner
Sharon Thomas
Marlene Thomas-Herrera
Mary Ulrich
Gary Whitehead

Absent:

Mary Ann Chavez-Lopez
Alonzo Gonzales
Glenda Greene
Joe Gristy
Robert Hawkins
Mario Juarez-Infante
Michael Olguin
Ricky Serna

Staff:

Jay Armijo, SCCOG Executive Director
Skylar Arnold, Fiscal Clerk
Steve Duran, WIOA Administrator
Angela Longovia, Communications Manager
Jaymi Simms, Program Manager

Guests:

Veronica Alonzo
Yvette Bayless
Concha Cordova
Maria Ethier
Diego Gallegos
Mary Gandara
Christina Garcia-Tenorio
Darleen Lopez
Fred Owensby
Marcos Peña
Cindy Quillin
Eric Rivera
Mike Stone

Chairman Orozco asked for a moment of silence for Kathleen Mrozek, the Administrative Specialist on the board staff who recently passed due to COVID.

46 **III. Public Comment**

- 47 a. No public comment

48 **IV. Approval of Agenda**

- 49 a. Approval of the agenda includes approval of the Consent Agenda Items. Ms. Fryar made a
50 motion to approve the agenda; seconded by Ms. Arias-Ward. Motion passed. Ms. Thomas-
51 Herrera abstained from Resolution 20-35. Roll call vote was as follows:

52	Ms. Arias-Ward – Yes	Mr. Salome – Yes
53	Mr. Boston – Yes	Ms. Schoonover – Yes
54	Ms. Estrada – Yes	Ms. Skinner – Yes
55	Ms. Fryar – Yes	Ms. Thomas – Yes
56	Ms. Lescombes – Yes	Ms. Thomas-Herrera – Yes
57	Ms. Maldonado – Yes	Ms. Ulrich – Yes
58	Mr. Orozco – Yes	Mr. Whitehead – Yes
59	Mr. Padilla – Yes	

60 **Consent Agenda Items – (These items were approved when the agenda was approved)**

- 61 a. *Approval of the February 5, 2021, meeting minutes
- 62 b. * Resolution 20 – 33 approves the Policy Committee’s recommendation to amend the
63 Customized Training Policy No. 19 – 01
- 64 c. *Resolution 20 – 34 approves the Policy Committee’s recommendation to amend the
65 Required Information in Communications Policy No. 19 – 02
- 66 d. *Resolution 20 – 35 approves an amendment to Contract PY20-WIOA-03 between the
67 Southwestern Area Workforce Development Board and Alamo Navajo School Board for
68 Youth services, and authorizes the chair or vice-chair to sign the agreement
- 69 e. *Resolution 20 – 36 approves an amendment to Contract PY20-WIOA-06 between the
70 Southwestern Area Workforce Development Board and Youth Development, Inc. for Youth
71 services, and authorizes the chair or vice-chair to sign the agreement

72 **V. Discussion, Consideration and Possible Action Regarding**

- 73 a. Resolution 20 – 37 accepts the Independent Auditor’s Report for the period of July 1, 2019
74 through June 30, 2020. Mr. Duran stated that an independent audit is done annually and
75 reviews the financials and other requirements as required by the Department of Workforce
76 Solutions and federal regulations under the WIOA contract. Ms. Arnold, the Fiscal
77 Administrator, introduced Mr. Mike Stone with Stone, McGee & Co. who performed the
78 audit. Mr. Stone stated that the board has an unmodified opinion on the financial
79 statements and compliance to federal regulations related to the WIOA program which is as
80 high an opinion as an auditor can give. They have no comments related to the internal
81 control system. They found it functional and adequate. Mr. Stone added that although this
82 report is presented to the board in April, the report was due to the State Auditor’s office by
83 December 1, 2020, and it was submitted before that date. The State Auditor’s office was
84 delayed in their review and this report was only released to Stone, McGee & Co. less than
85 a few weeks ago. Mr. Stone also added that the South Central Council of Governments is
86 doing a good job with internal controls especially through a change in personnel which
87 usually creates issues in the financial division. He stated that with the change in personnel,
88 staff didn’t miss a beat. Ms. Thomas asked if the board always uses the same auditor or if
89 there is a policy about changing the auditor every few years. Mr. Stone stated that there is
90 an annual contract between the board, the auditor, and the State Auditor’s office. However,
91 the board can request proposals every three years. Mr. Stone added that the State
92 Auditor’s policy previously stated that an auditor can be contracted for a maximum of six
93 consecutive years and not audit for a minimum of two consecutive years before they could
94 be considered again. The State Auditor’s office recently changed that and now an auditor
95 can be contracted for a maximum of eight consecutive years and would need to wait at

96 least two consecutive years before they can be contracted again. Mr. Whitehead made a
 97 motion to approve Resolution 20 – 37; seconded by Ms. Maldonado. By unanimous
 98 consent, motion passed. Roll call vote was as follows:

99	Ms. Arias-Ward – Yes	Mr. Salome – Yes
100	Mr. Boston – Yes	Ms. Schoonover – Yes
101	Ms. Estrada – Yes	Ms. Skinner – Yes
102	Ms. Fryar – Yes	Ms. Thomas – Yes
103	Ms. Lescombes – Yes	Ms. Thomas-Herrera – Yes
104	Ms. Maldonado – Yes	Ms. Ulrich – Yes
105	Mr. Orozco – Yes	Mr. Whitehead – Yes
106	Mr. Padilla – Yes	

107 Steve Siañez joined the meeting at 10:21 a.m. after the roll call vote.

108 b. Resolution 20 – 38 amends the PY20 Southwestern Area Workforce Development Board
 109 Budget. Mr. Duran stated the proposed budget amendment is for the amount of \$35,745.00
 110 to the One-Stop Operator contract, which will be presented in Resolution 20 – 39. The
 111 funds would come from the board’s Reserves for (July 1, 2020 – June 30, 2021). The
 112 budget is balanced and does not have any unobligated amounts. Mr. Duran presented the
 113 current budget, proposed budget, and a spreadsheet showing the difference between the
 114 two. Ms. Maldonado made a motion to approve Resolution 20 – 38; seconded by Ms.
 115 Estrada. By unanimous consent, motion passed. Roll call vote was as follows:

116	Ms. Arias-Ward – Yes	Mr. Salome – Yes
117	Mr. Boston – Yes	Ms. Schoonover – Yes
118	Ms. Estrada – Yes	Mr. Siañez – abstained
119	Ms. Fryar – Yes	Ms. Skinner – Yes
120	Ms. Lescombes – Yes	Ms. Thomas – Yes
121	Ms. Maldonado – Yes	Ms. Thomas-Herrera – Yes
122	Mr. Orozco – Yes	Ms. Ulrich – Yes
123	Mr. Padilla – Yes	Mr. Whitehead – Yes

124 c. Resolution 20 – 39 approves an amendment to Contract PY20-WIOA-04 between the
 125 Southwestern Area Workforce Development Board and Arbor E&T, LLC dba ResCare
 126 Workforce Services, now Equus, for One-Stop Operator services, and authorizes the chair
 127 or vice-chair to sign the agreement. Mr. Duran stated that the dollar amount of \$43,600.00
 128 shown on the Agenda Item Summary is incorrect. The correct amount of \$35,745.00 was
 129 just approved by the board in Resolution 20 – 38. Mr. Duran shared that this amendment
 130 will fund a new service delivery model proposed by Equus which includes hiring two
 131 temporary staff to support Re-Start NM, an initiative to re-employ New Mexicans and boost
 132 the economy, as well as support the One-Stop Operator core scope of work. One-Stop
 133 Operator, Ms. Lopez provided some background about the need for frontline customer
 134 service representatives at the workforce centers and presented the roles and
 135 responsibilities of the Customer Engagement Specialist. Ms. Maldonado asked if any of the
 136 partners co-located at the workforce center will need to contribute financially. Mr. Duran
 137 stated that the partners would not be required to pay into this. This will only go through
 138 June 30, 2021. We will visit with the partners to discuss how this position can be funded in
 139 the next program year. Ms. Maldonado made a motion to approve Resolution 20 – 39;
 140 seconded by Ms. Arias-Ward. By unanimous consent, motion passed. Roll call vote was as
 141 follows:

142	Ms. Arias-Ward – Yes	Mr. Salome – Yes
143	Mr. Boston – Yes	Ms. Schoonover – Yes
144	Ms. Estrada – Yes	Mr. Siañez – Yes
145	Ms. Fryar – Yes	Ms. Skinner – Yes
146	Ms. Lescombes – Yes	Ms. Thomas – Yes
147	Ms. Maldonado – Yes	Ms. Thomas-Herrera – Yes
148	Mr. Orozco – Yes	Ms. Ulrich – Yes
149	Mr. Padilla – Yes	Mr. Whitehead – Yes

- 150 d. Local Workforce Area Designation Recommendation by the New Mexico Workforce
 151 Development Board. Mr. Duran stated that this is a follow-up to information provided at a
 152 previous meeting regarding the State Workforce Board considering different proposed
 153 models to improve performance in New Mexico's workforce system. A Transformation
 154 Committee was formed to collect data and provided a report to the State Workforce Board
 155 titled *Making the Case for Transformation and Redesign of the New Mexico Workforce*
 156 *Development System*. On April 1, 2021, the State Workforce Board met and voted on the
 157 two-workforce board model consisting of a metro and a rural area. The metro area would
 158 cover four counties: Bernalillo, Sandoval, Santa Fe, and Doña Ana. The rural area would
 159 cover the remaining 29 counties. There was some discussion about this model and Ms.
 160 Garcia-Tenorio, the CEO & Local Workforce Board Liaison from the Department of
 161 Workforce Solutions stated that this model is a two-region area and not necessarily a two-
 162 board model. It was designed as an opportunity to provide a stronger voice to the rural
 163 areas. She added that they anticipate receiving information from the governor's office after
 164 about 30 days from submitting it to them. Once the governor's office gives their approval to
 165 move forward, that is when there will be a 30-day public comment period and there will be
 166 engagement with the Chief Elected Officials and the local boards. From the Transformation
 167 Committee's report, Mr. Duran shared that one item mentioned is that there were fiscal
 168 integrity concerns in the Southwestern region. The report states that the Southwestern
 169 region has inadequate or inconsistent budget planning, unreliable fiscal controls, and
 170 insufficient documentation of expenditures. Mr. Duran added that this statement is puzzling
 171 when we just heard the independent auditor state that we received the highest opinion an
 172 auditor can give and none of these items were mentioned as an issue by the auditor.
 173 Because this report was released only a few days before the April 1, 2021, State Workforce
 174 Board meeting, staff did not have time to ask about the information it contains. Ms. Garcia-
 175 Tenorio stated she will make some inquiries and asked that if there are additional questions
 176 about the information in the report, please email her. Chairman Orozco shared that he has
 177 been appointed to the State Workforce Board. He feels the transition period is essential
 178 and hopes this new appointment will provide him the opportunity to help craft the transition
 179 plan. He will do his best to share the local board's perspective when discussing the
 180 transition.
- 181 e. New Mexico Administrative Code, 11.2.4.7, Policy Revision, Workforce Innovation and
 182 Opportunity Act Local Governance. Mr. Duran stated this is another item that was
 183 presented at the April 1, 2021, State Workforce Board meeting. The Department of
 184 Workforce Solutions (DWS) presented a change to the New Mexico Administrative Code
 185 (NMAC) that will reduce the number of chief elected officials (CEOs) in New Mexico's
 186 workforce network. The CEO board currently consists of county commission chairs and
 187 mayors or their designee. The proposed change would only have county representatives
 188 and eliminate the mayor's seats.

189 The following is an excerpt was provided in the Agenda Item Summary on the definition for
 190 a chief elected official.

191 Chief elected official (CEO) is the chief elected executive officer of a unit of
 192 general local government in a local area. CEOs shall consist of one county
 193 commissioner from each county located in the area [; and in a case in which
 194 a local area includes more than one unit of general local government, the
 195 individuals designated under the agreement described in WIOA Section 107]
 196 In a case in which a local area includes more than one unit of general local
 197 government, the points of contact shall only be the recognized CEOs for
 198 each county located in that area.

199 With 27 members on the Region IV, CEO board, the proposed change would potentially
 200 remove 19 mayors. There is a 45-day public comment period before it will go back to the
 201 state workforce board for their adoption. Ms. Garcia-Tenorio shared that the goal is to bring
 202 voting items back to the county at a county level to ensure they are aware of what is
 203 occurring. It is not to necessarily take away the mayors, it is about having them come
 204 together collectively to vote on specific issues.

205 **VI. Reports and Information Items**

206 a. Committee Reports:

207 i. Monitoring / Performance Committee

208 Ms. Skinner stated that their last meeting was on February 8, 2021, and thanked Mr.
209 Salome for chairing that meeting. They reviewed the PY20 Service Provider Contract
210 Deliverables and Service Provider Performance Indicators. Ms. Simms provided an
211 update on the Technical Assistance and Trainings provided to service provider staff
212 and Ms. Longovia shared some new outreach activities which include the e-newsletter
213 and putting together some videos to help promote services. Their next meeting is
214 scheduled for May 10, 2021.

215 ii. Policy Committee

216 Mr. Boston reported that the committee met on March 18, 2021, and discussed two
217 policy amendments, the Customized Training policy and a policy on Communications
218 which centered around continuity of the New Mexico Workforce Connection branding.
219 The committee recommended to the board approving both policy amendments and
220 they were approved under the Consent Agenda items today. The next meeting will be
221 on May 20, 2021.

222 iii. Ad-hoc Outreach Committee

223 Ms. Fryar shared their first meeting was March 24, 2021, and the first item of business
224 was the election of a vice-chair and chair. Ms. Fryar was elected chair and Mr.
225 Whitehead was elected vice-chair. Mr. Duran discussed the proposed outreach plan for
226 PY21. Ms. Lopez, the One-Stop Operator, shared her outreach activities. The next
227 meeting will be on May 11, 2021.

228 iv. One-Stop / Agency Coordination Committee

229 Ms. Ulrich reported that the committee met on March 25, 2021. They discussed a
230 location for a satellite workforce center in Las Cruces, One-Stop Operator Ms. Lopez
231 talked about re-opening plans for the workforce centers and shared results of customer
232 satisfaction surveys.

233 b. One-Stop Operator Report

234 Ms. Lopez presented plans for Re-Start New Mexico, an initiative Governor Lujan Grisham
235 has dedicated to the workforce system to get the economy restarted and selected the
236 Southwestern region to get it launched. Some of the key components include job seeker and
237 employer focus, large push for training while receiving UI benefits, large commercial
238 advertising campaign provided by the State, dedicated statewide phone lines, and a new
239 website to help New Mexicans get back to work. Ms. Lopez shared the steps needed at the
240 local level to include developing strategies around intake, continuous quality improvement
241 mechanisms, partnering with higher education, reporting systems, and drafting staffing plans.
242 Ms. Lescombes stated as an employer, they are having a hard time staffing positions and
243 asked if the State has plans to help with that. Ms. Lopez replied that in our region, we plan to
244 encourage the public to understand that UI benefits are temporary and to take advantage of
245 all the opportunities available now. When UI benefits expire, the job market will be saturated
246 with job seekers and jobs will be hard to find.

247 c. Administrative and Fiscal Reports

248 i. Technical Assistance and Trainings

249 Ms. Simms shared the number of sessions and hours of Technical Assistance provided
250 to staff in the Adult, Dislocated Worker, and Youth programs. Ms. Simms shared the
251 various trainings from July through September.

252 ii. YDI Performance Plan

253 Mr. Duran reminded the board that with performance concerns in the first year of YDI's
254 contract, a plan was created with monthly performance goals. Mr. Duran shared the
255 spreadsheet showing the progress from July 2020 to date and stated that we are
256 seeing a lot of success. Ms. Cordova, Vice-President for YDI, addressed some areas of
257 focus and strategies for increasing successes.

- 258 iii. Financial Reports
 259 Ms. Arnold, the Fiscal Administrator, reported on the financial statements through
 260 February 28, 2021. Ms. Arnold presented the balance sheet, statement of revenues,
 261 expenditures, and changes in fund balances. Ms. Arnold also showed the expenditures
 262 by fund and by county.
- 263 d. Update from DWS Liaison Ms. Garcia-Tenorio
 264 Ms. Garcia-Tenorio shared that Maher & Maher will conduct a 90-minute training for state
 265 and local workforce boards across New Mexico on April 27, 2021. The objective is to provide
 266 broad brush strokes on the roles and responsibilities of the board members. Ms. Longovia will
 267 send the information to the board members.
- 268 **VII. Other**
 269 a. Member Input
 270 i. Chairman Orozco stated that a lot of change is proposed to occur with the workforce
 271 system. With his appointment to the State Workforce Board, he along with staff will try
 272 to keep the board informed on everything that is taking place.
- 273 **VIII. Public Comment**
 274 a. No public comment
- 275 **IX. Next Meeting**
 276 a. Thursday, June 10, 2021, at 10:00 a.m.
- 277 **X. Adjournment**
 278 a. Chairman Orozco adjourned the meeting at 12:09 p.m.

279 **ATTESTED**

280
 281

_____ _____ **Date**

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Consent Agenda Item *Resolution 20 – 40 approves the PY21 Open Meetings Act Resolution</p>	
<p>SUMMARY OF AGENDA ITEM</p> <ul style="list-style-type: none"> • The Open Meetings Act Resolution is presented for your review and approval for the period of July 1, 2021 through June 30, 2022. • Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Section 10-15-1 to 4) states that, except as may be otherwise provided in the Constitution or the provision of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the deregulated authority of such body, are declared to be public meetings open to the public at all times. <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 40.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Open Meetings Act Resolution 	

OPEN MEETINGS ACT RESOLUTION
of the
Southwestern Area Workforce Development Board

WHEREAS, the members of the Southwestern Area Workforce Development Board met at a special virtual meeting via Zoom due to the public health emergency declaration on **June 10, 2021**, as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the deregulated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Southwestern Area Workforce Development Board to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by the Southwestern Area Workforce Development Board that effective **July 1, 2021**:

1. All meetings shall be held at the time indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held at least once each quarter. The agenda for meetings will be available at least seventy-two (72) hours prior to the meeting from the Administrative Entity, whose office is located at 600 Highway 195, Suite C, Elephant Butte, New Mexico 87935. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. Special Meetings may be called by the Chair or a majority of the members upon three (3) days notice. The notice shall include information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting.
4. Emergency meetings will be called under only unforeseen circumstances which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. Emergency meetings may be called by the Chair or a majority of the members upon twenty-four (24) hours notice, unless threat of personal injury or property damage requires less

- notice. The notice for all emergency meetings shall include information on how the public may obtain a copy of the agenda.
5. For the purpose of regular meetings described in Paragraph 2 of this resolution, notice requirements are met if notice of the date, time, and location of meeting is placed in a newspaper of general circulation.
 6. For the purpose of special meetings or emergency meetings described in Paragraphs 3 and 4 of this resolution, notice requirements shall be met by posting notice of the date, time, and place of the meeting at all New Mexico Workforce Connection centers in the Southwestern area of New Mexico. The notice shall also be posted on the www.employnm.com website. In addition, the notice shall include broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request to receive such notices.
 7. In addition to the information specified above, all notices shall include the following language: “The Southwestern Area Workforce Development Board is an Equal Opportunity Employer and will make every effort to provide reasonable accommodations for people with disabilities who wish to attend a public meeting. Please provide notification at least 72 hours before the meeting by calling (575) 744-4857. WIOA Title I-financially assisted programs and activities are an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Funded by the U.S. Department of Labor”.
 8. The Southwestern Area Workforce Development Board may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.
 - B. If the decision to hold a closed meeting is made when the Southwestern Area Workforce Development Board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provisions of the law authorizing the closed meetings and the subjects to be discussed with reasonable specificity to be given to the members and to the general public.
 - C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters

discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

- D. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by a vote in an open public meeting.

Passed by the Southwestern Area Workforce Development Board the 10th day of June 2021.

Attested:

Chair

Date

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
--	---------------

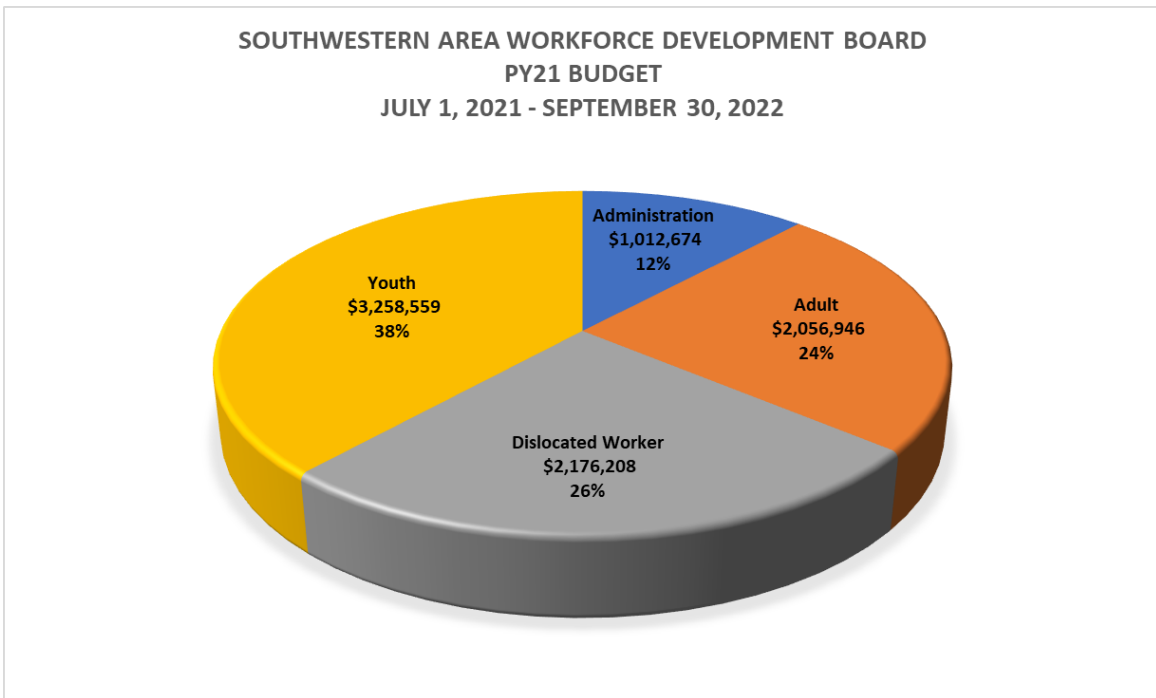
Agenda Item
Resolution 20 – 41 approves the PY21 Southwestern Area Workforce Development Board Budget

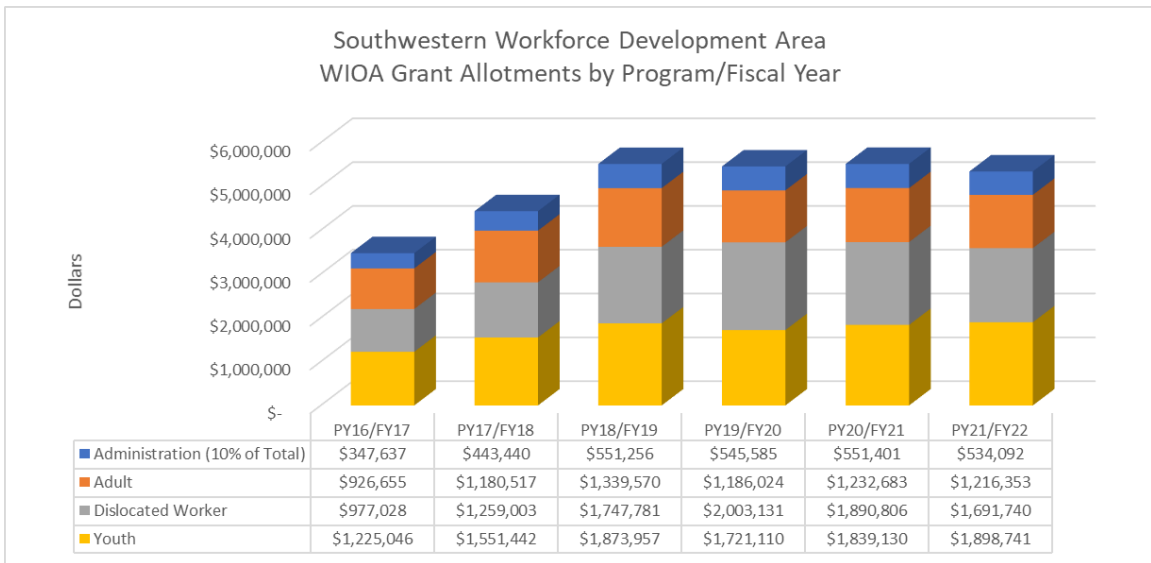
SUMMARY OF AGENDA ITEM

This item is presented for your review and consideration to approve the Workforce Innovation and Opportunity Act budget for the next funding cycle beginning July 1, 2021, and ending September 30, 2022. The total proposed budget is \$8,504,386.00, of which \$1,068,185.00 is reserved for the first quarter of the next program year.

Fiscal agent projections indicate \$2,857,284 to be carried in from PY20, which are allocated for use in PY20. The budget is balanced with no unobligated amounts.

The following pie chart illustrates the four funding streams and their allocations by amounts and percentages, as well as a bar graph showing the grant allotments to the board since PY16/FY17.





RECOMMENDATION

A motion to approve Resolution 20 – 41.

BOARD'S OPTIONS ARE TO

1. Accept the recommendation
2. Amend the recommendation
3. Reject the recommendation
4. Table the item
5. Take no action on the item

DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Budget for PY21/FY22

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Agenda Item Resolution 20 – 42 approves a government to government contract agreement with Alamo Navajo Schools to provide WIOA Youth Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is presented for your consideration to approve a government-to-government contract agreement with Alamo Navajo School Board in the amount of \$195,000.00. This is the same contract amount as in PY20 (July 1, 2020, through June 30, 2021).</p> <p>The scope of work provides WIOA youth services for individuals residing in the Alamo Navajo area and the term of the agreement is from July 1, 2021, through June 30, 2022. The number of individuals to be served are 33 participants, a 10% increase from the previous year. The Administrative Entity will obtain exhibits from the service provider for inclusion in the contract agreement.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 42.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Proposed Contract Agreement 	

WIOA SERVICES	1. CONTRACT/MODIFICATION NO.			CONTRACT PERIOD
CONTRACT COVER SHEET	PY21-WIOA-03			July 1, 2021 - June 30, 2022
<p>This Agreement is made and entered into by the Southwestern Area Workforce Development Board, hereinafter referred to as the LWDB, and ALAMO NAVAJO SCHOOL BOARD, INC., hereinafter referred to as the Sub-Grantee. The Sub-Grantee agrees to provide WIOA Youth Services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.</p> <p>This Agreement consists of this WIOA Contract Cover Sheet; Sub-Grant Agreement Provisions; Scope of Work; Budget; and Exhibits.</p>				
2. NAME OF PROVIDER		3. NAME OF PROVIDERS POINT OF CONTACT		
Alamo Navajo School Board, Inc.		Marlene Herrera		
ADDRESS		TITLE OF POINT OF CONTACT		
PO Box 5907		Community Services Director		
CITY, STATE & ZIP		TELEPHONE/FAX/EMAIL		
Alamo, NM 87825		Phone: 575-854-2609 ext. 1403 Fax: Email:		
4. FUNDING TYPE(S) (Check those that apply) TITLE I		5. TYPE OF CONTRACT ACTION		
<input type="checkbox"/> Adult <input type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Administration		<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Other _____		
AMOUNT OF CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
	\$0.00	\$0.00	\$195,000.00	\$195,000.00
AMOUNT OF MODIFICATION				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AMOUNT OF TOTAL CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$195,000.00	\$195,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

- (A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a “Sub-Grant Agreement.” The parties to this agreement are the Southwestern Area Workforce Development Board, as the Local Workforce Development Board (LWDB) and Alamo Navajo School Board the Sub-Grantee. The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA). The funding for this agreement is provided by the Workforce Innovation and Opportunity Act and the United States Department of Labor.
- (B) The purpose of the Workforce Innovation and Opportunity Act includes:
- (1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment
 - (2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system
 - (3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts
 - (4) Promoting improvement in the structure and delivery of services
 - (5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation
- (C) The Local Workforce Development Board has authorized the Local Administrative Entity to negotiate and issue this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide employment and training programs consistent with the WIOA, the State Plan, the LWDB’s local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

- (A) Duties and Obligations of LWDB
- (1) The LWDB shall serve as the Grantee for WIOA for the Southwestern region of New Mexico. Through its Administrative Entity (AE) and Fiscal Agent (FA), the LWDB shall provide staff support to the Sub-Grantee and shall be responsible for the day-to-day fiscal and program administration and oversight of the Workforce

Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantee through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(B) Duties and Obligations of the Sub-Grantee

- (1) The Sub-Grantee's duties and obligations are to comply with the federal, state, and local regulations, policies, and guidance letters, as well as the Sub-Grantee's scope of work and budget.

(C) Effective Date and Term

- (1) This Agreement shall be effective upon signature of the Chairperson of the contracting LWDB (or their respective designees), and the designated Sub-Grantee officer (or their respective designee). Performance of the Agreement shall commence and end on the dates indicated on the contract cover sheet, unless terminated earlier pursuant to the terms of this Agreement.

(D) Funding

- (1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers based on the USDOL-mandated formulas. Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct an early one-year recapture of funds for purposes of reallocation. The amount of recapture, if any, must be based on the amount by which the prior year's unobligated balance of allocated funds exceeds 20 percent (20%) of that year's allocation for the program, less any amount reserved (up to 10%) for the costs of administration. Unobligated balances must be determined based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.
- (2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.
- (3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

(A) Maintenance of Integrity in the Expenditure of Public Funds Under Penalty of Law

- (1) Sub-Grantee shall take every reasonable course of action to maintain integrity in the expenditure of public funds to avoid any favoritism, conflict of interest,

disallowed cost or other questionable or improper conduct as defined in WIOA, the Governmental Conduct Act, the New Mexico Procurement Code and other applicable laws and by-laws. The parties agree to administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gains or motives. In administering this Contract, the Sub-Grantee, its executive staff, and employees, shall avoid situations that, to a reasonable person, appear to call into question the party's loyalty to the highest fiduciary standard of conduct.

- (2) Expenditure Authorization Procedures: Sub-Grantee agrees to abide by LWDB rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.
 - (a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.
 - (b) Sub-Grantee will establish local policy and procedures for their sub-grantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.
 - (c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.
 - (d) Sub-Grantee acknowledges that USDOL, AE, FA, the State Auditor's Office or other authorized agent has the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.
- (3) Modification Procedures
 - (a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved waiver(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change result from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to the Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.
 - (b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.

- (c) If changes in labor market conditions, funding, or other factors require substantial deviation from an approved scope of work and/or budget, then Sub-Grantee shall submit a modification of such plan which shall be subject to review by the AE.

(4) Reporting Requirements

- (a) Financial: Sub-Grantee shall comply with the established policy as set forth by the AE and FA regarding fiscal reporting requirements. These include the tracking and reporting of stand-in costs and program income. Monthly Financial Reports must use the required AE and FA format. An electronic copy of the Monthly Financial Report complete with signature must be submitted to the AE and FA by the 15th day following the last day of each month. Original copies must be retained by the Sub-Grantee.
- (b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.

(5) Maintenance of Funds in Appropriate Financial Institutions

- (a) Sub-Grantee shall maintain all funds in cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage.

(6) Payment Contingency

- (a) The parties recognize that Sub-Grantee is to be paid, reimbursed, or otherwise compensated, in whole or in part, from available Federal funds. Therefore, Sub-Grantee understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the LWDB's receipt of such funds from the state and or federal government and upon the continued receipt of such funds.

(7) Performance Standards

- (a) Sub-Grantee shall comply with performance criteria negotiated with the AE. Upon request by the AE, Sub-Grantee shall provide such data as the AE may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The AE recognizes that Sub-Grantee has the authority and discretion to add its own internal policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.
- (b) If applicable, and with the approved subcontracts by the AE, Sub-Grantee shall assure that any subcontracts developed in conjunction with federal WIOA funds shall contain applicable performance standards for adults, dislocated workers, youth, and customer satisfaction, and any federal and state amendments established by law. Sub-Grantee shall perform any necessary data collection and evaluation for such additional local standards.

IV. CONFIDENTIALITY, DATA MANAGEMENT, RECORD MAINTENANCE, AND AUDITING

(A) Data Access and Automation Requirements

- (1) Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP, ACH Network, etc. Sub-Grantee shall ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.
- (2) Sub-Grantee agrees to:
 - (a) Maintain computer equipment to ensure connectivity with the State Workforce Connection On-Line System;
 - (b) Adhere to the requirements set forth in applicable state policy; and
 - (c) Use a common management information system as determined by DWS and require providers to also utilize it as the primary management information system.
 - (d) Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures.

(B) Retention of Records

- (1) Sub-Grantee and any subcontractors shall retain all such records in accordance with federal regulations and State record retention laws.
- (2) Fiscal Records
 - (a) In addition to any requirements imposed elsewhere in this Grant Agreement, Sub-Grantee shall retain accurate, current, separate, and complete fiscal records sufficient and otherwise adequate to provide full disclosure of the status of the funds received under this Agreement. All such records shall be adequate to allow USDOL, independent auditing firms and the AE and or FA to audit and monitor the Sub-Grantee at any time as deemed appropriate by the AE or FA All such records, documents, communications, and other materials shall be the property of the State and shall be maintained by Sub-Grantee in a central location as custodian for the LWDB.
- (3) Fixed Asset and Inventory Maintenance
 - (a) Sub-Grantee shall adhere to the requirements for maintenance of fixed assets in accordance with AE, FA, federal, state rules and regulations.
- (4) Retention of Complaint Records
 - (a) Sub-Grantee, and any subcontractors, shall retain, for a minimum period of not less than three (3) years from the date of resolution, all records

regarding program complaints and all actions taken to resolve such complaints and to assure resolution within established time frames.

- (b) Sub-Grantee will immediately notify the AE upon receipt of any complaints to obtain technical assistance in the resolution of such complaints and to assure resolution within established time frames. If pending litigation, an audit, or a claim involving a Sub-Grantee is initiated prior to the end of the referenced retention periods, then such retention period automatically renews for an additional period of three (3) years or until such litigation, audit, or claim is finally resolved.

(5) Confidentiality of Records

- (a) Sub-Grantee agrees to be bound by all confidentiality requirements of the WIOA and of the State of New Mexico, including but not limited to, the New Mexico Inspection of Public Records Act. Any breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, shall constitute good cause for the AE to cancel this Agreement, without liability to the LWDB. Any AE waiver of an alleged breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, does not constitute a waiver of any subsequent breach by Sub-Grantee, or third party agents of the Sub-Grantee.

(6) Ownership of Materials, Information, Data, Computer Software, Documentation, Studies, and Evaluations

- (a) Unless otherwise provided for in this Contract, the parties agree that all materials, information, data, computer software, etc., are the sole property of the State of New Mexico. The AE may request that Sub-Grantee deliver these items to the AE upon completion, termination, or cancellation of this Agreement. Sub-Grantee shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of Sub-Grantee's duties and obligations under this Agreement without the prior, express, written consent of AE and the State of New Mexico.

(7) Confidentiality of Data

- (a) Computer Matching and Privacy Protection Act (CMPPA) Agreement
 - (i) The Sub-Grantee will comply with the terms and conditions set forth in the CMPPA that is part of the Information Exchange Agreement (IEA) between the Social Security Administration (SSA) and the New Mexico Department of Workforce Solutions (DWS). The Sub-Grantee will not duplicate, disseminate, or disclose such data without first obtaining through DWS, SSA's prior written approval. A copy of the CMPPA and IEA are available from DWS upon request.
 - (ii) The Sub-Grantee understands that access, use or disclosure of social security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- (iii) IT resources shall not be used to reveal confidential or sensitive information, client data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Users who engage in the unauthorized release of confidential information via the state's IT resources, including but not limited to newsgroups or chat rooms, will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.
- (iv) Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.

(8) Compliance with Applicable Audit Requirements

- (a) Sub-Grantee shall ensure that it, and its sub-recipients, if any, will comply with all provisions of the Single Audit Act and 2 CFR Part 200 Subpart F (formally OMB Circular A-133) of the OMB Uniform Guidance Regulations, USDOL Exception at 2 CFR 2900.2 and the New Mexico State Auditor requirements. Sub-Grantee shall also institute policy and procedures for its sub-recipients that comply with these audit provisions. A complete copy of the audit must be submitted to the AE and FA within 30 days after completion of said audit. Failure to comply with the applicable audit requirement may result in the application of remedial actions, sanctions and and/or cancelation of the Agreement.

(9) Rights Of Inspection

- (a) In accordance with federal regulations, the AE, FA, SAE, USDOL, the Comptroller General of the United States, the New Mexico State Auditor's Office and any of their authorized representatives shall, during business hours, have access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staffing records, independent audit work papers and any other documents, and shall be allowed to monitor and review such through on-site review visits. The right to access may last beyond the prescribed period of record retention in accordance with State record retention laws.

(10) Financial and Performance Monitoring

- (a) Sub-Grantee shall permit the AE, FA, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.
 - (i) Sub-Grantee shall review the monitoring reports by the AE, FA, SAE, USDOL or its representatives, and shall act promptly, under direction of the AE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the AE may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

- (1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:
 - (a) State policy, SAE rules, program information notices or technical assistance guides;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
 - (c) The Wagner-Peyser Act of 1933;
 - (d) The Civil Rights Act of 1964, Title V;
 - (e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
 - (f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).
 - (g) Americans with Disabilities Act of 1990;
 - (h) The Hatch Act;
 - (i) Child Labor Laws;
 - (j) Occupational Safety and Health Act (OSHA);
 - (k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
 - (l) Social Security Act;
 - (m) Military Selective Services Act;
 - (n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);
 - (o) Fair Labor Standards Act;
 - (p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;
 - (q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;
 - (r) Age Discrimination Act of 1975;
 - (s) New Mexico Human Rights Act;
 - (t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,
 - (u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

- (1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.
- (2) If the Agreement is terminated by AE as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.
- (3) Sub-Grantee shall be obligated to return any payment advanced under the provisions of this Agreement over the amount needed to cover the compensation for services performed discussed in this section. If this Agreement is terminated for cause, or due to the fault of either party, the Termination for Cause or Default provision shall apply.

(B) Termination for Default (Cause)

- (1) If for any cause, either party to this Agreement shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement the other party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the non-performing party of its intent to terminate and provide at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination for cause, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. Sub-grantee shall be obligated to return any payment advanced under the provisions of this Agreement.
- (2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the AE withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the AE from Sub-grantee is determined.
- (3) If after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

- (1) In addition to any other remedies provided for in this Agreement, or by law, the parties may exercise the following remedial actions if the other party substantially fails to satisfy or perform its duties or obligations under this Agreement.
- (2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory,

insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:

- (a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;
- (b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Sub-grantee, or withholding of provision of further performance by Sub-grantee until necessary performance or corrective actions are satisfactorily completed by AE;
- (c) Deny payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.
- (d) Terminate this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

- (1) Sub-grantee shall maintain a written code of standards governing the performance of its boards, councils, and employees engaged in the award and administration of contracts. This Code of Conduct may substantially conform to the model code available from the New Mexico Secretary of State. No employee, officer or agent of Sub-grantee, shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of the employee's immediate family, the employee's partner; or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Sub-grantee, or officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Sub-grantee's, potential Sub-grantee's, or parties to subcontracts. Sub-grantee warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. Sub-grantee shall comply with the disclosure requirements of the Conflict of Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

(B) Insurance

- (1) Sub-grantee shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet

its liabilities under the Act. The Sub-grantee shall provide certificates showing adequate insurance coverage to AE with the signed Grant Agreement.

- (2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.
- (3) The insurance shall include provisions preventing cancellation without 60 days prior notice to AE and the State of New Mexico by certified mail.

(C) Notice of Pending Litigation

- (1) Unless otherwise provided for in this Agreement, Sub-grantee shall notify AE within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this Agreement and which has been filed in any federal or state court or administrative agency. Sub-grantee shall immediately deliver copies of any such documents to the AE.

(D) Certifications

- (1) By signing this Grant Agreement, Sub-grantee agrees to provide, comply with, and, execute the certifications attached to this Sub-Grant Agreement.

(E) Exhibits

- (1) The original Grant Agreement exhibits are incorporated into Grant Agreement Modifications and Sub-grantee agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:
 - (a) Exhibit A - Assurances and Certifications
 - (b) Exhibit B - Liability & Bonding Insurance
 - (c) Exhibit C - Indirect Cost Rate Agreement
 - (d) Exhibit D - Budget Information Summary
 - (e) Exhibit E - Information Request Form;
 - (f) Exhibit F - Campaign Contribution Form
 - (g) Exhibit G - Scope of Work and Budget

(F) Liability

- (1) Any liability incurred by SAE in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

(G) Sub-Grantee;

- (1) Shall provide service at the workforce centers located in the southwestern area, and may provide itinerant services at other locations and cities, as stated in the sub-grantee's scope of work.
- (2) Shall conduct periodic quality assurance reviews on participant files and operations in accordance with the state or local guidance letters and or policy.
- (3) May make budget adjustments and programmatic modifications with written approval of the WIOA Administrator.
- (4) Shall submit program activity and fiscal reports that are due to the Administrative Entity and Fiscal Agent's office not later than the 15th day of the following month.

- (5) Shall submit the contract close-out not later than 45 day after the term of this Agreement.

VIII. REFERENCES

- (A) Workforce Innovation and Opportunity Act (Pub. L 113-128)
- (B) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIA to WIOA)
- (C) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act))
- (D) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)
- (E) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)
- (F) Training and Employment Guidance Letter 27-14 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)
- (G) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)
- (H) Training and Employment Notice 37-14 (Complying with nondiscriminatory Requirements)
- (I) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)
- (J) Training and Employment Guidance Letter 1-15 (Implementation of Waivers approved under the Workforce Investment Act)
- (K) Training and Employment Guidance Letter 3-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)

IX. WIOA YOUTH SERVICE REQUIREMENTS

- (A) To provide guidance and direction regarding the administration of the provisions of the Workforce Innovation and Opportunity Act including Youth program services and activities.

(B) REQUIREMENTS AND PROGRAM ELEMENTS

Local youth providers and programs must make the following services available to youth participants:

- (1) tutoring, study skills training, instruction, and evidence- based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of

- attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- (2) alternative secondary school services, or dropout recovery services, as appropriate;
 - (3) paid and unpaid work experiences that have as a component academic and occupational education, which may include—
 - (a) summer employment opportunities and other employment opportunities available throughout the school year;
 - (b) pre-apprenticeship programs;
 - (c) internships and job shadowing; and
 - (d) on-the-job training opportunities;
 - (4) Occupational Skill Training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in section 123;
 - (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - (6) Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
 - (7) Supportive services;
 - (8) Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
 - (9) Follow-up services for not less than 12 months after the completion of participation, as appropriate;
 - (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
 - (11) Financial literacy education;
 - (12) Entrepreneurial skills training;
 - (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
 - (14) Activities that help youth prepare for and transition to postsecondary education and training.

X. YOUTH PROGRAM DESIGN

- (A) Required Youth Program Components: the following youth program components must be incorporated into youth provider contracts and reflected in contract scope of work.
- (B) Funds allocated to a local area for eligible youth under WIOA section 128(b) shall be used to carry out, for eligible youth, programs that—
 - (1) provide an objective assessment of the academic levels, skill levels, and service

needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;

- (2) develop service strategies for each participant that are directly linked to 1 or more of the indicators of performance described in WIOA section 116(b)(2)(A)(ii), and that shall identify career pathways that include education and employment goals (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted, except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program;
- (3) provide—
 - (a) activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential
 - (b) preparation for postsecondary educational and training opportunities
 - (c) strong linkages between academic instruction (based on State academic content and student academic achievement standards established under section 1111 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311)) and occupational education that lead to the attainment of recognized postsecondary credentials
 - (d) preparation for unsubsidized employment opportunities, in appropriate cases
 - (e) effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets
- (4) At the discretion of the local board, implement a pay-for-performance contract strategy for elements described in paragraph (2), for which the local board may reserve and use not more than 10 percent of the total funds allocated to the local area under WIOA section 128(b).

XI. OUT OF SCHOOL YOUTH (OSY) EXPENDITURE REQUIREMENT

- (A) WIOA requires a minimum OSY expenditure rate of 75% for youth formula-funded program. The 75% expenditure rate is a minimum requirement; therefore, local areas may spend up to 100 percent of their local area youth funds on OSY as directed by local board policy.

(1) Calculations

- (a) The OSY expenditure rate for local area funds is calculated after subtracting funds spent on administrative costs. For example, if a local area receives \$1 million and spends \$100,000 (10 percent) on administrative costs, the remaining \$900,000 is subject to the minimum OSY expenditure rate of 75 percent. In this example, the local area would be required to spend at least \$675,000 (75 percent) of the \$900,000 on OSY.

(2) Tracking

- (a) The OSY expenditure rate is tracked for a specific program year allotment. Determination of whether a local area meets the 75 percent OSY expenditure requirement is made upon completion of expenditures of all funds in the specific program year's allotment. Local areas must track funds spent on work experience.

XII. YOUTH - EXPANDED WORK EXPERIENCE FOCUS

- (A) Work experience is a critical WIOA youth program element. For WIOA youth funds, local areas must implement the 20 percent minimum work experience expenditure rate. Paid and unpaid work experiences that have as a component academic and occupational education may include the following four categories: summer employment opportunities and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.

(1) Calculations

- (a) Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences. The 20 percent minimum is calculated based on non-administrative local area youth funds and is not applied separately for ISY and OSY. All staffing costs included in the 20% minimum must be tracked, justified and documented. Staffing costs must be reasonable and not exceed 10% of the work experience expenditures.
- (b) For example, if a local area received \$1 million in local WIOA youth funds, and spent \$100,000 (10 percent) on administrative costs, the minimum work experience expenditure requirement would be based on the remaining \$900,000. In this case, local areas would need to spend a minimum of \$180,000 (20 percent) on the work experience program element with no more than \$18,000 to support staffing costs.

(2) Tracking

- (a) Sub-Grantee must track funds spent on the 20% work experience requirement.

XIII. PERFORMANCE MEASURES

- (A) The Sub-Grantee must comply with and are accountable for all negotiated performance

levels.

- (B) Sub-recipient must meet or exceed all the following performance measures and levels. These performance measures may be amended in writing through the LWDB’s administrative entity to match the LWDB’s negotiated performance measure with the SAE.

	Youth
Employment Rate 2nd Quarter After Exit	64.0%
Employment Rate 4th Quarter After Exit	62.0%
Median Earnings 2nd Quarter After Exit	\$3,190
Credential Attainment 4th Quarter After Exit	45.0%
Measurable Skills Gain	45.0%

XIV. CORRECTIVE ACTION AND SANCTIONS

- (A) Sub-Grantee may be subject to corrective action and sanctions for failure to comply with one or more contracted performance measures; contract provisions; federal or state statutes, regulations, guidance, directives, or circulars. To accomplish the purposes of this section, the Administrative Entity may require, at any point during the year that a WIOA Sub-Grantees cooperate with remedial actions, including, but not limited to, entering into a Performance Improvement Plan, additional performance reviews and technical assistance activities. The purpose of imposing sanctions is to ensure accountability of Sub-Grantees in meeting the needs of employers and job seekers; ensure the achievement of negotiated performance, outcomes and goals; ensure adequate returns on New Mexico investments.

LWDB: _____
 Authorized Signature

 Date

Sub-Grantee: _____
 Authorized Signature

 Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2021

By signing the Agreement and on the line below, the Sub-recipient's signatory official is providing the certifications and assurances referenced therein as detailed in the attached documents.

Sub-recipient (PRINTED NAME)	DATE
SIGNATURE	

ASSURANCES AND CERTIFICATIONS

The New Mexico Department of Workforce Solutions (NMDWS) will not award a grant or agreement where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under the Agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

By signing the face sheet of this Agreement, the Grantee is providing the above assurances and certifications as detailed below:

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.**

The prospective primary grantee certifies to the best of its knowledge and belief, that the grantee and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary grantee is unable to certify to any of the statements in this certification, such prospective grantee shall attach an explanation to this proposal.

B. CERTIFICATION REGARDING LOBBYING- Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this Agreement, the Grantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, additionally the LWDB may be subject to suspension of payments or termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about —
 - i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
 - . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:
 - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

- d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition of the award of financial assistance from the USDOL under Title I of WIOA, the Grantee assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;
- b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the Grantee makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

3. FINANCIAL CAPABILITY CERTIFICATION

- a. The Grantee certifies the organization has a financial management system capable of tracking and accounting for WIOA funds received and disbursed.

- b. The Grantee certifies the organization has the fiscal capability of providing services pending payment or reimbursement.
- c. The Grantee certifies the organization has resolved all questioned/disallowed costs from prior monitoring or audit reviews.
- d. The Grantee certifies all prior year audits have been resolved.

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

EXHIBIT C
INDIRECT COST RATE AGREEMENT

Exhibit D – Budget Information Summary

The budget information summary will be included in a subsequent amendment to this agreement. The delayed award notice from DWS does not provide sufficient time for the Sub-grantee to development the budget information summary.

**Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM**

This form is required by the New Mexico Department of Workforce Solutions (NMDWS) to fulfill federal requirements under the Federal Funding Accountability and Transparency Act (FFATA) Sub award Reporting System (FSRS). FFATA reporting is a requirement for sub awards of federal awards in excess of \$25,000. The FFATA requires information on federal awards to be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements, contracts, and subcontracts. The FFATA does not require inclusion of individual transactions below \$25,000. The information below is required before the Agreement can be executed.

Part I.

A. Subcontractor's Central Contractor Registration (CCR) Number and Dun and Bradstreet Data Universal Numbering System (DUNS) Number

To Be Completed by Subcontractor

* - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

Are you registered in CCR (<http://www.ccr.gov>)? Yes No

The CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements and other forms of federal assistance. Whether applying for assistance awards, contracts, or other business opportunities, all entities are considered "registrants." According to the FAR 4.11, vendors must be registered in CCR prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement.

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name: _____

Subcontractor's Physical Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

Executive compensation information is also required. In order to determine whether or not the following information must be reported in FSRS:

a. Does your company receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts (and subcontracts) and federal financial assistance awards subject to the FFATA?

Yes No If "yes," proceed to b. If "no," provide Subcontractor Contact Information below and return to DWS.

b. Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15.U.S.C. 78ma), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes No If "yes," provide Subcontractor Contact Information below and return form to NMDWS. If "no," provide compensation information below.

Name and Compensation

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Subcontractor Contact Information (person completing form):

Type Name	Title	Date

Entity Email Address: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Board or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state Board or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Board or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Alamo Navajo School Board, Inc.
Division of Community Services
Workforce Innovation & Opportunity Act
Southwestern Area Workforce Development Board
Scope of Work
PY2021

ABSTRACT

The Alamo Navajo School Board, Inc. (ANSBI) is a non-profit 501(c) 3 organization, applicant and lead partner/fiscal agent for this Workforce Innovation & Opportunity Act (WIOA), Southwestern Area Workforce Development Board. ANSBI operates under resolutions from the Alamo Navajo Chapter Government and Navajo Tribe to establish and operate Federal and State programs that serve the people of Alamo under Contracts, Grants, or Cooperative or Joint Powers Agreements.

Due to COVID-19, all safety guidelines advised by the CDC will be followed daily. The WIOA participants will receive instruction on the CDC safety guidelines upon entry to the program. All individuals will have their body temperature taken when entering the building as well as instructed to wear masks, wash hands, use hands-free sanitizer, and also practice social distancing.

The overall scope of work for the Alamo WIOA Youth Program is to address and support in-school youth (ISY) and out-of-school youth (OSY) by providing them with services that will guide them with career exploration activities, work readiness skills, and educational attainment opportunities for academic skills training. The program will assist unemployed and low income individuals to become economically self-sufficient. As a youth provider for the Southwestern Area Workforce Board, the board policies and procedures will be adhered to in regards to eligibility and implementation of services. The goals and objectives of the WIOA Youth Program will be delivered in a manner that provides safety to all participants enrolled in the WIOA program. The

delivery of instruction for meeting the participants' educational needs in basic skills will be through a combination of online learning and/or distance education. Services will include: Essential Education, online TABE testing, Job Readiness, Digital Literacy, and Career Exploration. Training and Work Experience will be delivered to participants in a manner that teaches them job readiness and employability skills. Participants will be directed to connect to the internet for job search and job readiness activities. Instruction will be delivered in this manner until it is safe to return to the worksite. In addition, on the job training (OJT) and individual training accounts (ITA) will be available if needed.

Memorandums of understanding (MOUs) are in place to offer postsecondary programs of study that include a sequence of courses that are aligned with an industry-recognized credential, certificate, and/or Associate degree programs that include academic standards and Career Technical Skills to prepare participants for continuing education and/or entering the workforce. The program will assist participants to overcome barriers that impede their educational success. Currently, most postsecondary institutions offer only online classes with the exception of those technical education programs that require more hands on instruction such as auto mechanic, construction trades, EMT, CNA, or Nursing.

INTRODUCTION

The Alamo Navajo reservation consists of 63,109 acres of arid rocky land in West Central, New Mexico and is considered one of the poorest and isolated areas in southwest New Mexico. A paved road (1982) connects the Reservation with the nearest town, Magdalena. Magdalena (pop. 800) is located 32 miles south of the Alamo Navajo Chapter. Socorro, New Mexico, located 60 miles southeast, is the county seat and only nearby town of appreciable size. The geographic remoteness separates Alamo from the mainstream of the state and creates a communications and services barrier for the Alamo Navajo people. The distance to services for

postsecondary education, staff development, and curriculum diversity is financially and physically prohibitive for most of the community members who are already educationally and financially disadvantaged.

According to the Native American Data from the 2000 Census the population was 1,580, of which 140 are unemployed and 1,105 meet high poverty levels. In contrast to the 2010 Census population count is 2,035 Alamo residents who reside in this high poverty area. Many of Alamo Navajo community members reside in borderline towns such as Socorro or Magdalena, New Mexico. About 80% of the population speaks the Navajo language. A major concern of the elders of the Alamo community is the decrease of the Navajo Language spoken amongst the youth population. There is a need to restore the culture and language of the community to the youth so Navajo Language I & II is offered to the participants in High school. In 2020 the COVID-19 Pandemic hit the Alamo Reservation hard, interfering with the collection of the census data. Many of the families who reside in the Alamo Community were affected with illness and loss of life. In many cases multiple family members succumbed to the virus resulting in loss of life of more than one individual in a single family. None of the census counts are truly accurate because of the remoteness and isolation of many who live in the community who lack transportation or a mode of communication with others.

Community Population and Labor Market Information (LMI) of 2010

	Alamo	Socorro County	New Mexico	Navajo Nation	USA
Population	2,035 ¹	17866	2,059,179	178,100	308,745,528
Per Capita Income	\$5,273	\$18,206	\$23,537	\$10,248	\$27,915
% Unemployed	14.5%	6.2%	8.2%	24%	8.7%
% Not in Labor Force	63.5%	53.2%	38.4%	54.2%	35.2%

¹ Source: Census 2010.

% Native American	96.7%	10.2%	9.1%	94%	.9%
% Living in Poverty	43%	27.4%	19%%	37.2%%	10.5%%
% < HS Education	40.4%	22.2%%	17%	27.9%	14.6%
Some College	10.1%	19.2%	23.6%	20.9%	21%
Associate Degree	2.3%	4.7%	7.3%	9.6%	7.6%
Bachelor's Degree	3%	11.3%	14.7%	5.1%	17.7%
Master's Degree	0.26%	9.8%	10.8%	4.2%	10.5%
% Limited English	43.7%	14.2%	9.7%		8.7%
Public Assistance	9%	4.1%	2.6%	9.4%	2.6%
Food Stamps	41.4%	17.8%	11.2%	28.5%	10.2%
Median Age	30.4	36.3	36.7		37.2

As seen on the above chart, the Alamo Navajo population represents over 11% of the total county population and the Native American population in the county resides primarily on the Alamo Navajo Reservation. The data documents the isolation and poverty of the Alamo Community in its relation to the rest of the county, the rest of the state, and the rest of the Navajo Nation. Alamo is one of the poorest Reservation communities in the State of New Mexico with a 14.5% unemployment rate, with an additional 63.5% of the population not in the labor force, and 43% of the population living under the poverty level.

1. **OVERALL SERVICE STRATEGY.**

There will be an innovation or new method of delivering employability skills training each month to help prepare individuals with the skills needed to prepare for the workforce. The local radio is an excellent resource to broadcast information about the WIOA program to the community through a combination of Public Service Announcements (PSA's) and open forums. The initial intake process helps participants understand the expectations of the program as well as assist with Career Exploration activities. Participants complete an Individual Education Plan (IEP) that serves as a guide for creating their future short and long range goals. The IEP also helps participants understand the importance of goals in planning their future. Case Management and Reporting activities will be implemented according to local WIOA policies and procedures.

To address the adult education needs of the out of school population, Essential Education, an online HiSET educational program as well as the online Test of Adult Basic Education (TABE) have been purchased to allow the Alamo Adult Education to operate its own Adult Education Program that meets the needs of the WIOA participants. Upon successful completion of the high school diploma, participants will be transitioned to postsecondary education; industry recognized training, and/or employment. The priority of service to the Alamo community is Basic Skills Deficiency. The Alamo participants served are English Language learners. Even though Navajo is the primary spoken language in the home most of the people can't read the written Navajo Language and English language is a second language. Most of the population served in Alamo are neither fluent in Navajo or English. All eligible participants will be required to take the online Pre and Post TABE 11/12 assessment to determine academic abilities. For the southwestern area, the youth programs require an objective assessment of academic levels, skill levels, and service needs of each participant, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. The TABE assessment is the primary assessment used to determine English reading, writing, or math skills at or below the 8th grade level. The online instructional program, Essential Education, will be used to track student attendance and academic progress over a period of time. In addition, short term classes will be conducted to allow participants to concentrate on specific areas of study where there are gaps before preparing for the HiSet/GED exam. An educational consultant will assist with monitoring student progress on Essential Education.

2. YOUTH ACTIVITIES/PARTICIPANTS SERVED.

Youth activities will include work experience by offering job readiness training, career/college readiness, career exploration, and study skills/tutoring program to increase English

language usage, reading, and math skills needed to successfully attain an industry-recognized credential, certificate, licensure, and degrees, that will lead the participant to successful employment. The enrollment goals for PY21 is to serve a total of thirty (30) youth (10 in-school and 20 out-of-school). Ten (10) in-school youth will receive the required hours as noted in the scope of work for tutoring, study skills training, instruction, and evidence-based dropout prevention services and recovery strategies. The element will lead to the attainment of a high school diploma or its recognized equivalent or for a recognized post-secondary credential. Twenty (20) out-of-school youth will receive paid or unpaid work experience coupled with academic and occupational education. Work experience placement will depend upon the availability of local employers and will require staff assistance in evaluating the worksite, providing work experience orientation, and managing the overall work experience for youth. Included with the work experience is: soft skills, employability skills through job readiness training, OJT, and ITA's. All participants will receive the amounts as stated in the participant expenditures section of the contract's budget. According to the paid and unpaid work experience policy, the maximum number of hours is not to exceed seven hundred and twenty (720) hours. The participants served are from the Alamo Navajo reservation, which is considered a high poverty area that meets the eligibility criteria for WIOA eligibility and assistance.

Because of the Alamo's remote location and distance from Magdalena and Socorro, New Mexico, transportation services will be provided for WIOA participants. The Alamo Navajo Community School has a lease agreement with GSA to provide GSA vehicles for the local school district and other programs in need of transportation. This is an in-kind contribution by the school to allow Community Services to use a GSA Ford Expedition to transport participants to their job site. Insurance is covered by the administrative cost. The WIOA grant will **cover** wages for the Part-Time Driver and fuel cost as a supportive service cost. In addition, wages

will be covered for consultants to provide educational guidance and direction for occupational training and/or leadership development opportunities offered to the out-of-school population to develop the skills needed to pursue long-term employment and/or postsecondary training which includes training for an industry-recognized credential.

The online TABE assessment is available to all participants. Online TABE testing will be scheduled with no more than two or three individuals in the computer lab at one time. All participants are expected to follow CDC guidelines as instructed. Based on the TABE scores, a prescribed educational plan will be communicated to youth to help increase their basic skills sets through, employability skills training, and Essential Education programs. Independent study, online and distance learning, will be the methods of instruction. The assessment is to identify academic abilities and the goal is to assist individuals to make level gains on their educational functioning levels and/or to pass the HiSet assessment to attain a high school diploma. As part of the college readiness initiative, the Native American Career and Technical Education Program (NACTEP) funded under the U.S. Department of Education as a resource for individuals to seek post-secondary comprehensive guidance and counseling and preparation for an industry recognized credential and/or Associate degree. Eligible individuals will receive financial assistance as a last resort after all other grants and scholarships are exhausted.

3. **PARTICIPANT SERVICES.** Educational, training, and employment services are provided to eligible WIOA participants and will meet the requirements of the WIOA program and CDC recommendations for COVID-19 Pandemic. Distance learning opportunities through MOU's with New Mexico educational institutions are available. College credits are attained in Alamo through these agreements. The Administrative Office Specialist program of study is offered as distance learning towards a certificate and/or a Two-Year Associate of Applied Science Degree. Occupational training in the health fields such as CNA and EMT is provided based on the

availability of instructors. A Class A or B Commercial Driver's License for either School Bus Driver or Tractor/Trailer operator is offered to learners who are interested in public transportation or trucking fields. Distance learning/online training will be provided to participants to raise educational skills is required as a pre-requisite to the actual training. The training requires individuals to take an assessment to attain their license or industry recognized credential and many times this is a challenge for individuals to pass the assessments.

An *incentive program* will be initiated to encourage and award participants for their accomplishments and completions in the following categories:

1. Attainment of Degrees or Certificate for High School Diploma/GED. \$150.00; as measured by completion of hours, high school diploma or GED. Documentation of the high school diploma or GED will be placed in the student files. Placement in post-secondary education. College Transcripts.
2. Financial Literacy. \$100.00; as measured by a certificate of completion. Copy of the certificate of completion will be placed in the student files.
3. Work Readiness Skill Attaining. \$100.00. Test scores indicating level of increase in Reading, Writing, or Math; copy of work readiness pre and post test scores; transcripts indicating completed courses for one year or a minimum of two semesters related to reading, language, or math skills.
4. Keyboarding targeting Accuracy and Speed, \$100.00; measured by documentation showing completion test scores indicating level of increase in Accuracy and Speed.
5. Dual Credit Certificate of Completion, participants will receive \$100.00 and a copy of their certificate will be filed.

Certificates of completion will be placed in participant's electronic files and case notes will be updated to reflect the incentive. The documents will be entered into the NMWorkforce Connection website for credential attainment and/or measurable skill gains. The initiative will be used as encouragement to keep the participants engaged and to complete the program in good standing as well as become successful Adults. The incentives will be linked to an achievement

in educational attainment, work readiness skills, occupational skills, attainment of goals identified in the IEP, financial literacy, etc.

Supportive Services will be available to eligible participants who are participating in programs that require additional assistance. All supportive service needs will be outlined in the Individual Education Plan. This will be based upon the required need of the program. It will be documented and planned out. For example, if a participant needed a laptop as a requirement to continue their training for an industry-recognized credential, a laptop may be purchased. This will be based upon the availability of funds. Such supportive services may include: Vehicle Repair to get to work, background check/finger printing, clothing and footwear assistance, tools or equipment, car insurance, etc. OJT's and ITA's may become available when needed. All requests for supportive services will adhere to the SAWDB policies and procedures.

The Alamo WIOA Program will serve out-of-school youth who:

- Are not attending any school (as defined under state law)
- Not younger than 16 or older than age 24 at time of enrollment

AND have one or more of the following:

- A school dropout
- A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year, calendar quarter.
- A high school graduate who is a low income individual and is basic skills deficient or an English language learner.
- An individual who is subject to the juvenile or adult justice system
- A homeless individual, a runaway, and individual who is in foster care or has aged out of the foster care system
- An individual who is pregnant or parenting
- An individual with a disability
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

The Alamo Youth Service Program will serve in-school youth who have one or more of the following barriers:

- Basic Skill Deficient

- An English language learner
- An offender
- A homeless youth or a runaway, in foster care or has aged out of the foster care system
- Pregnant or parenting
- A youth who is an individual with a disability
- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

4. PERFORMANCE GOALS AND OBJECTIVES (Expected Outcomes)

A **Memorandum of Understanding (MOU)** between the local school districts and the Alamo WIOA Year Round Youth Program to define the performance goals and objectives addressed within FY21. The goals and objectives will reflect the 14 elements of WIOA and will comply with local approved policies and procedures for work experience and supportive services.

Orientations will be held as part of the recruitment and outreach activities to address the school staff, parents, and youth regarding the WIOA program and the benefits to youth. The presentations will clearly define the requirements as per WIOA law. The local radio station will be used as a resource of information to broadcast program information to the Alamo community.

The WIOA program goals and objectives will reflect the 14 program elements. The program elements are:

- 1) Tutoring, study skills training, instruction and drop-out prevention activities that leads to secondary credential completion including post-secondary credential
- 2) Alternative secondary school or dropout recovery
- 3) Paid and unpaid work experience coupled with academic and occupational education including:
 - i. summer employment
 - ii. Pre-apprenticeship program
 - iii. Internships and job shadowing and
 - iv. OJT
- 4) Occupational skills training
- 5) Education offered concurrently with and in the same context as workforce preparation activities
- 6) Leadership Development Opportunities including student government.
- 7) Supportive Services
- 8) Adult Mentoring to at least 12 months

- 9) Follow-up Services for not less than 12 months
- 10) Comprehensive Guidance and Counseling
- 11) Financial Literacy Education
- 12) Entrepreneurial Skills Training
- 13) Services that provide labor market and employment information
- 14) Career Pathways – help youth transition to post-secondary education/training

A brief description of the services includes:

a. **COMPREHENSIVE GUIDANCE AND COUNSELING.** The counselor will assist the WIOA Case Manager with work site placements to visit employers and help set-up worksites in the local area. Counselor will monitor performance of WIOA participants on the job and with program activities as well as assist with follow-up activities when participants end the program.

The Guidance Counselor will work one on one with all youth participants on postsecondary planning and preparation, career readiness, assessment (career interests), and placement. In addition, for individuals needing substance abuse prevention, counseling, and/or treatment will be referred to the Alamo Health Center, Behavioral Health Department to address these issues.

b. **ALTERNATIVE SECONDARY SCHOOL/DROP OUT RECOVERY/.**

The Alamo School has a strong attendance policy to address in-school attendance and follows up with contacting parents and home visits. The effectiveness of this method will be measured by the drop in student absence and decrease in student drop-out rates at school. Participants who have dropped out of high school are enrolled in the Essential Education HiSET online program (practice test that measures students' academic preparation and knowledge of if they need to improve in different subject areas to be considered ready) to prepare them for the paper based (online proctored tests that are also available for students' if they are unable to test at a testing facility and since the COVID 19 PANDEMIC, online testing has been more crucial, accessible, and safer) HiSET examination to receive their high school diploma.

c. **PAID OR UNPAID WORK EXPERIENCE:** Is a structured learning experience in a work place and provides opportunities for career exploration and skill development.

d. EMPLOYABILITY SKILLS TRAINING. Employability skills training classes are conducted monthly. Upon completing the training, participants receive a certificate of completion. Training includes: The job application, resume, and cover letter, requesting letters of recommendation, interview, and listen up, the follow-up letter, untangling the Internet, job search and how to choose a career. Hand-outs and booklets used in the Employability skills training class are given to each student as a resource. As part of Employability Skills Training, an emphasis is made on Financial Literacy so youth are prepared for the future with knowledge about financial literacy. In the class youth are exposed to knowledge, skills, along with ethical values about making consumer and financial decisions that impact the self, the household, and local and global communities. Through WIOA, the youth receive information on financial literacy.

5. LABOR MARKET DEMAND.

The New Mexico Workforce Connection website is an important tool for researching careers and employment information for the job seeker and participant. Each month the workforce connections print out and send monthly Labor Market Information for the state of New Mexico. New Mexico has five (5) workforce regions. Alamo, New Mexico which is part of Socorro County is represented under the Southwestern Area Workforce Development Board. According to the Four-Year plan for the southwestern area, the local board identified aerospace, agricultural, education, health care, information technology, logistic and warehousing, manufacturing, mining, hospitality and tourism, and utilities as its priority industries. The southwestern area encompasses seven counties from central southern New Mexico to the Arizona, Texas, and Mexico borders. New Mexico Institute of Mining and Technology, New Mexico State University and Western New Mexico University are three land grant universities that support the education need of the area. The Alamo Navajo community is not accustomed

with the southwestern areas and prefers to seek employment within the surrounding areas and/or to enroll in postsecondary institutions familiar to them such as the Southwestern Indian Polytechnic Institute and Central New Mexico Community College both located in Albuquerque, New Mexico, UNM Valencia in Los Lunas, New Mexico, or Navajo Technical University in Crownpoint, New Mexico. The community is more accustomed with these areas which have a higher concentration of Native American population as opposed to the southwestern area.

According to the Labor Market Information for New Mexico, the following is its priority industries: Ambulatory Health Care Services; Social Assistance; Food Services and Drinking Places; Educational Services; Professional, Scientific, and Technical Services; Self-Employed Workers/Primary Job; Specialty Trade Contractors, Hospitals, Administrative and Support Services; and Support Activities for Agriculture and Forestry. In review of this, many Alamo Navajo community members are seeking Certified Nursing Assistant (CNA) licensures to become employed in Home Health or Nursing home positions.

Below is a chart showing the projected employment growth by Major Industry, 2016-2026 in the Southwestern Region.

**Area Profile for Southwestern, NM
Industries by Project Growth Table**

The table below shows the industries with the highest annual openings in Southwestern, NM for the 2018-2028 time period.

Industries by Projected Growth

Industries by Projected Growth Table					
The table below shows the industries with the highest total employment change in Southwestern, NM for the 2018-2028 time period.					
Rank	Industry	2018 Estimated Employment	2028 Projected Employment	Total Annual Percent Change	Total 2018-2028 Employment Change
1	Ambulatory Health Care Services	8,456	10,581	2.27%	2,125
2	Social Assistance	4,952	6,026	1.98%	1,074
3	Food Services and Drinking Places	8,974	10,020	1.11%	1,046
4	Educational Services	13,728	14,270	0.39%	542
5	Professional, Scientific, and Technical Services	4,126	4,607	1.11%	481
6	Self-Employed Workers, Primary Job	6,669	6,989	0.47%	320
7	Specialty Trade Contractors	2,710	2,996	1.01%	286
8	Hospitals	4,107	4,338	0.55%	231
9	Administrative and Support Services	4,488	4,706	0.48%	218
10	Support Activities for Agriculture and Forestry	1,917	2,121	1.02%	204
Source: NMDWS, Employment Projections program Downloaded: 10/22/2020 12:33 PM					

6. EMPLOYER ENGAGEMENT.

A Memorandum of Understanding (MOU) between the Alamo Navajo School Board, Inc. and the Socorro Workforce Connection Office is in place to assist with job search and employment information.

7. PARTNERING.

The Division of Community Services is a one-stop service delivery program that provides various educational, training, and employment services to the Alamo community. Programs under the supervision of the Community Services Division are listed as well as those programs outside the umbrella of the Alamo Navajo School Board, Inc., which contribute to the one-stop center.

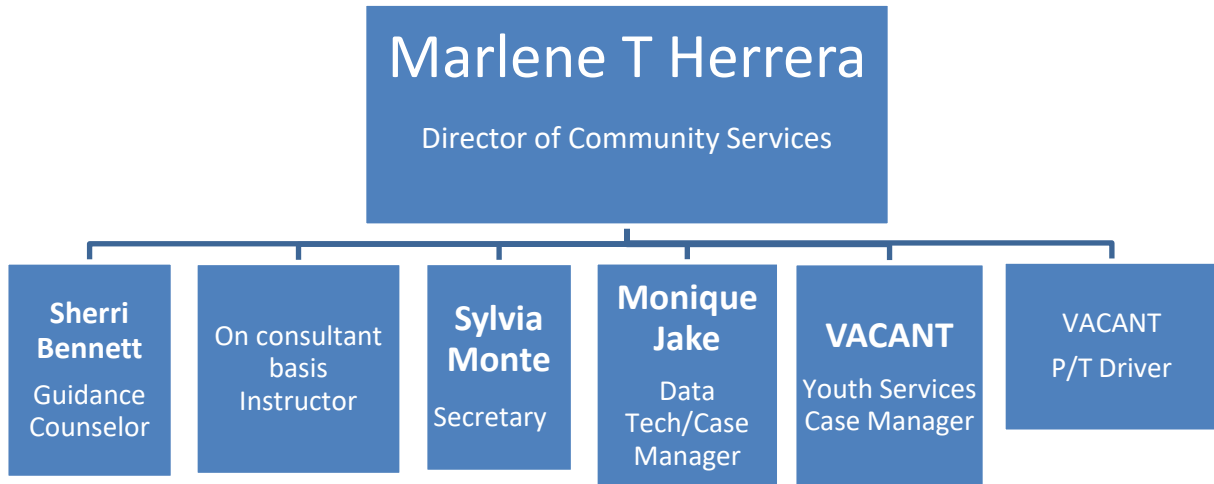
<i>Partners</i>	<i>Contact Person</i>	<i>Services</i>
Alamo Navajo Community School	School Counselor School Administrators	Comprehensive Guidance and Counseling, Academic/Enrichment programs to address needs of in-school – Career Technical

		Education/Dual Credit, financial literacy, mentoring programs, job shadowing, etc.
Native American Career and Technical Education Program (NACTEP)	NACTEP Postsecondary Counselor	Comprehensive Guidance and Counseling in Postsecondary Education, Dual Enrollment/Dual Credit, Career Exploration Training, Employment (CNA, HEO, School Bus Driver Training)Occupational Skills Training
Alamo Navajo Health Clinic and Wellness Center	Health Director	Native Visions for youth, Drug/Alcohol prevention programs, Healthy Families initiative, Alamo Behavioral Health, Parenting Curriculum
Alamo Navajo Natural Resource Department	Program Manager	Collaborative Forest Restoration Grant – provides Forest Worker Certification Training to community youth in preparation for employment.
UNM Valencia Branch Community College	Senior Program Manager	Articulation Agreement for Dual Enrollment for Dual Credit, Industry Recognized Credentials, Certificates, Degree Programs
Navajo Technical University	Dean of Participants	Dual Credit Program: Navajo Language Class Administrative Office Specialist Certificate Program Early Childhood
Southwestern Indian Polytechnic Institute	Vice President of Student Affairs	Early Childhood Program
Alamo Navajo School Board	WIOA Section 166 Case Manager,	Leveraging funds with Local Area Education, Training, and Employment Opportunities for youth and adults
New Mexico Job Corps	Albuquerque Director	Job Training Program for Alamo Youth

8. WORKFORCE SYSTEM RELATIONSHIPS.

The Alamo Navajo School Board, Inc. has in place a Memorandum of Understanding (MOU) with the Southwestern Area Workforce Development Board (SAWDB) and American Job Center (AJC) Partners in which ANSBI is a partner. The Division of Community Services director sits on the SAWDB and attends regularly scheduled meetings. The board is comprised of various partners within the seven county regions. Alamo Navajo is the only Native American partner in the group. The Workforce Connection Office is centralized in Las Cruces, New Mexico with job centers located throughout the seven county regions.

Below is a current organizational chart of ANSBI's Division of Community Services.



The WIOA grant is a need for the rural and isolated Native American community of Alamo where there are few opportunities for both in-school and out-of-school youth that have positive outcomes. In the past, there have been several success stories of WIOA participants completing the program and have either gained employment and/or entered postsecondary education. This is a hard-to-serve community and the challenges faced each day are to instill educational values along with the importance of becoming self-sufficient for a brighter future.

Facility Rental										
Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total	
Leases/rental - bldg.rent (classroom space)	\$ 375.00	\$ 1,125.00	\$ 1,500.00			\$ -	\$ 375.00	\$ 1,125.00	\$ 1,500.00	
							\$ -	\$ -	\$ -	
Total Facility Rental	\$ 375.00	\$ 1,125.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 375.00	\$ 1,125.00	\$ 1,500.00	
Miscellaneous										
Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total	
Telephone	\$ 250.00	\$ 750.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 750.00	\$ 1,000.00	
Utilities	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 1,500.00	\$ 2,000.00	
Dessemination	\$ 300.00	\$ 900.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 900.00	\$ 1,200.00	
Other			\$ -			\$ -			\$ -	
Total Miscellaneous	\$ 1,050.00	\$ 3,150.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ 3,150.00	\$ 4,200.00	
Professional Services										
Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Profit Incentives										
Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Profit Incentives	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Indirect Costs										
Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total	
Indirect Cost 15.00%	\$ 2,289.06	\$ 6,867.19	\$ 9,156.26			\$ -	\$ 2,289.06	\$ 6,867.19	\$ 9,156.26	
Total Indirect Cost Rate	\$ 2,289.06	\$ 6,867.19	\$ 9,156.26	\$ -	\$ -	\$ -	\$ 2,289.06	\$ 6,867.19	\$ 9,156.26	
Participant Training Costs										
Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total	
In-School Youth Services 255 hrs study skills/WEX x approximately 11 students; online learning, OJT, ITA's	\$ 25,200.00		\$ 25,200.00			\$ -	\$ 25,200.00		\$ 25,200.00	
Out-of-School Youth 290 hrs/WEX x approximately 22 students; online learning, job readiness, OJT, ITA's		\$ 57,600.00	\$ 57,600.00			\$ -		\$ 57,600.00	\$ 57,600.00	
FICA @ .0765	\$ 1,927.80	\$ 4,406.40	\$ 6,334.20			\$ -	\$ 1,927.80	\$ 4,406.40	\$ 6,334.20	
SUTA @ .0061	\$ 153.72	\$ 351.36	\$ 505.08			\$ -	\$ 153.72	\$ 351.36	\$ 505.08	
Supportive Service Costs and Incentives based on SAWDB policy and procedures for Credential Attainment, Financial Literacy, (assessments, educational supplies, vehicle fuel, computer supplies,	\$ 5,375.00	\$ 16,125.00	\$ 21,500.00			\$ -	\$ 5,375.00	\$ 16,125.00	\$ 21,500.00	
			\$ -							
			\$ -							
			\$ -							
			\$ -							
			\$ -							
			\$ -							
			\$ -							
			\$ -							
Total Participant Services	\$ 32,656.52	\$ 78,482.76	\$ 111,139.28				\$ 32,656.52	\$ 78,482.76	\$ 111,139.28	
TOTAL BUDGET EXPENSE	\$ 51,862	\$ 143,139	\$ 195,000				\$ 48,750	\$ 146,250	\$ 195,000	
AVERAGE PARTICIPANT COSTS										
	Current Budget			Budget Adjustment			Final Budget			
	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total	
Number of Participants	11	22	33				11	22	33	
Average Cost per Participant (Operating + Participant Training)	\$ 4,714.68	\$ 6,506.31	\$ 5,909.10				\$ 4,431.82	\$ 6,647.73	\$ 5,909.10	
Average Cost per Participant (Operating Costs Only)	\$ 1,745.91	\$ 2,938.91	\$ 2,541.24				\$ 1,463.05	\$ 3,080.34	\$ 2,541.24	
Average Cost per Participant (Participant Training Costs Only)	\$ 2,968.77	\$ 3,567.40	\$ 3,367.86				\$ 2,968.77	\$ 3,567.40	\$ 3,367.86	
Percentage of In-School Budget (Can not exceed 25% of Total Budget)							25.00%	75.00%	100.00%	

OFFEROR'S NAME:

MOD2 - November 2019

STAFFING PLAN

Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE
					WIOA Youth	Non - WIOA Programs	Total	WIOA Youth
Example: Supervisor	Las Cruces	Yes	\$ 18.00	800	80%	20%	100%	\$ 11,520.00
Community Services Director	Alamo	Yes	\$ 58.72	2,080	5%	95%	100%	\$ 6,106.88
Youth Services Case Manager	Alamo	Yes	\$ 14.86	2,080	60%	50%	110%	\$ 18,545.28
Data Tech	Alamo	Yes	\$ 12.00	2,080	10%	90%	100%	\$ 2,496.00
Counselor	Alamo	Yes	\$ 35.20	2,080	5%	95%	100%	\$ 3,660.80
Secretary	Alamo	Yes	\$ 14.99	2,080	30%	75%	105%	\$ 9,353.76
P/T Instructor	Alamo	Yes	\$ 14.00	400		0%	0%	\$ 5,600.00
P/T Van Driver	Alamo	Yes	\$ 8.25	1,000		0%	0%	\$ 8,250.00
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
						0%	0%	\$ -
TOTAL								\$ 54,012.72

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Agenda Item Resolution 20 – 43 approves a government to government contract agreement with the South Central Council of Governments to provide WIOA Administrative Entity Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is presented for your consideration to approve a government-to-government contract agreement with South Central Council of Governments in the amount of \$600,000.00. This is the same contract amount as in PY20 (July 1, 2020, through June 30, 2021).</p> <p>The term of the agreement is from July 1, 2021, through June 30, 2022. The scope of work provides WIOA administrative entity services in the Southwestern area of New Mexico. Services include, but are not limited to, issuing sub-recipient agreements, providing technical assistance, training, monitoring, reporting, developing policy and strategies, administering services in accordance with federal, state, and local regulations, and closing sub-recipient contracts.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 43.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Proposed contract agreement 	

WIOA SERVICES	1. CONTRACT/MODIFICATION NO.		CONTRACT PERIOD	
CONTRACT COVER SHEET	PY21-WIOA-05		July 1, 2021 - June 30, 2022	
<p>This Agreement is made and entered into by the Southwestern Area Workforce Development Board, hereinafter referred to as the LWDB, and South Central Council of Governments, hereinafter referred to as the Sub-Grantee. The Sub-Grantee agrees to provide administrative entity services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.</p> <p>This Agreement consists of this WIOA Contract Cover Sheet; Sub-Grant Agreement Provisions; Scope of Work; Budget; and Exhibits.</p>				
2. NAME OF PROVIDER			3. NAME OF PROVIDERS POINT OF CONTACT	
South Central Council of Governments			Jay Armijo	
ADDRESS			TITLE OF POINT OF CONTACT	
PO Box 1072			Executive Director	
CITY, STATE & ZIP			TELEPHONE/FAX/EMAIL	
Elephant Butte, NM 87935			Phone: 575-744-4857 Fax: 575-744-5021 Email: jarmijo@sccog-nm.com	
4. FUNDING TYPE(S) (Check those that apply) TITLE I			5. TYPE OF CONTRACT ACTION	
<input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input checked="" type="checkbox"/> Administration			<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Other _____	
AMOUNT OF CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$375,000.00	\$70,000.00	\$75,000.00	\$80,000.00	\$600,000.00
AMOUNT OF MODIFICATION				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AMOUNT OF TOTAL CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$375,000.00	\$70,000.00	\$75,000.00	\$80,000.00	\$600,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

- (A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a “Sub-Grant Agreement.” The parties to this agreement are the **Southwestern Area Workforce Development Board**, as the Local Workforce Development Board (LWDB) and **South Central Council of Governments**, the Sub-Grantee. The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA). The funding for this agreement is provided by the Workforce Innovation and Opportunity Act and the United States Department of Labor.
- (B) The purpose of the Workforce Innovation and Opportunity Act includes:
- (1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment
 - (2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system
 - (3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts
 - (4) Promoting improvement in the structure and delivery of services
 - (5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation
- (C) The LWDB has authorized this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide administrative entity services that provides employment and training programs consistent with the WIOA, the New Mexico Combined State Plan, the Southwestern Area Workforce Development Board’s (LWDB) local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

- (A) Duties and Obligations of the LWDB and Local CEOs
- (1) The CEOs in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area.
 - (2) The local grant recipient or an entity designated shall disburse the grant funds for

workforce investment activities at the direction of the local board, pursuant to the requirements of this title. The local grant recipient or entity designated shall disburse the funds immediately on receiving such direction from the local board.

- (3) As the local grant recipient, the CEOs are responsible for overseeing the activities of LWDB and sub-recipients.
- (4) The LWDB shall perform the obligations and duties as outlined in this agreement.

(B) Duties and Obligations of the Sub-Grantee

- (1) The Sub-Grantee's duties and obligations are to comply with the federal, state, and local regulations, policies, and guidance letters, as well as the Sub-Grantee's scope of work and budget.
- (2) On behalf of the CEOs and LWDB, the Administrative Entity (AE) shall provide staff support to the Sub-Grantees and shall be responsible for the day-to-day program administration and oversight of the Workforce Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantees through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(C) Effective Date and Term

- (1) This Agreement shall be effective upon signature of the Chairperson of the contracting LWDB (or their respective designees), the designated Sub-Grantee officer (or their respective designee). Performance of the Agreement shall commence and end on the dates indicated on the contract cover sheet, unless terminated earlier pursuant to the terms of this Agreement.

(D) Funding

- (1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers based on the USDOL-mandated formulas. Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct an early one-year recapture of funds for purposes of reallocation. The amount of recapture, if any, must be based on the amount by which the prior year's unobligated balance of allocated funds exceeds 20 percent (20%) of that year's allocation for the program, less any amount reserved (up to 10%) for the costs of administration. Unobligated balances must be determined based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.
- (2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.
- (3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation

letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

(A) Maintenance of Integrity in the Expenditure of Public Funds Under Penalty of Law

- (1) Sub-Grantee shall take every reasonable course of action to maintain integrity in the expenditure of public funds to avoid any favoritism, conflict of interest, disallowed cost or other questionable or improper conduct as defined in WIOA, the Governmental Conduct Act, the New Mexico Procurement Code and other applicable laws and by-laws. The parties agree to administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gains or motives. In administering this Contract, the Sub-Grantee, its executive staff, and employees, shall avoid situations that, to a reasonable person, appear to call into question the party's loyalty to the highest fiduciary standard of conduct.
- (2) Expenditure Authorization Procedures: Sub-Grantee agrees to abide by LWDB rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.
 - (a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.
 - (b) Sub-Grantee will establish local policy and procedures for their sub-grantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.
 - (c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.
 - (d) Sub-Grantee acknowledges that USDOL, SAE, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.
- (3) Modification Procedures
 - (a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved waiver(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change results from a

modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to this Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.

- (b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.
- (c) If changes in labor market conditions, funding, or other factors require substantial deviation from an approved scope of work and/or budget, then Sub-Grantee shall submit a modification of such plan which shall be subject to review by the LWDB.

(4) Reporting Requirements

- (a) Financial: Sub-Grantee shall comply with the established policy as set forth by the LWDB regarding fiscal reporting requirements. These include the tracking and reporting of stand-in costs and program income. Monthly Financial Reports must use the required SAE format. An electronic copy of the Monthly Financial Report complete with signature must be submitted to the Fiscal Agent by the 20th day following the last day of each month. Original copies must be retained by the Sub-Grantee.
- (b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.

(5) Maintenance of Funds in Appropriate Financial Institutions

- (a) Sub-Grantee shall maintain all funds in cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage.

(6) Payment Contingency

- (a) The parties recognize that Sub-Grantee is to be paid, reimbursed, or otherwise compensated, in whole or in part, from available Federal funds. Therefore, Sub-Grantee understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the LWDB's receipt of such funds from the state and or federal government and upon the continued receipt of such funds.

(7) Performance Standards

- (a) Sub-Grantee shall comply with performance criteria negotiated with the LWDB. Upon request by the LWDB, Sub-Grantee shall provide such data as the LWDB may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The LWDB recognizes that

Sub-Grantee has the authority and discretion to add its own internal policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.

- (b) If applicable, Sub-Grantee shall assure that any subcontracts developed in conjunction with federal WIOA funds shall contain applicable performance standards for adults, dislocated workers, youth, and customer satisfaction, and any federal and state amendments established by law. Sub-Grantee shall perform any necessary data collection and evaluation for such additional local standards.

IV. CONFIDENTIALITY, DATA MANAGEMENT, RECORD MAINTENANCE, AND AUDITING

(A) Data Access and Automation Requirements

- (1) Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP, ACH Network, etc. Sub-Grantee shall ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.
- (2) Sub-Grantee agrees to:
 - (a) Maintain computer equipment to ensure connectivity with the Workforce Connection On-Line System;
 - (b) Adhere to the requirements set forth in applicable state policy; and
 - (c) Use a common management information system as determined by NMDWS and require providers to also utilize it as the primary management information system.
 - (d) Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures.

(B) Retention of Records

- (1) Sub-Grantee and any subcontractors shall retain all such records in accordance with federal regulations and State record retention laws.
- (2) Fiscal Records
 - (a) In addition to any requirements imposed elsewhere in this Grant Agreement, Sub-Grantee shall retain accurate, current, separate, and complete fiscal records sufficient and otherwise adequate to provide full disclosure of the status of the funds received under this Agreement. All such records shall be adequate to allow USDOL, independent auditing firms and the LWDB to audit and monitor the Sub-Grantee at any time as deemed appropriate by the LWDB. All such records, documents, communications, and other materials shall be the property of the State

and shall be maintained by Sub-Grantee in a central location as custodian for the LWDB.

- (3) Fixed Asset and Inventory Maintenance
 - (a) Sub-Grantee shall adhere to the requirements for maintenance of fixed assets in accordance with LWDB, federal, state rules and regulations.
- (4) Retention of Complaint Records
 - (a) Sub-Grantee, and any subcontractors, shall retain, for a minimum period of not less than three (3) years from the date of resolution, all records regarding program complaints and all actions taken to resolve such complaints and to assure resolution within established time frames.
 - (b) Sub-Grantee will follow the NMAC grievance and complaint process on complaints and may obtain technical assistance from the SAE in the resolution of such complaints and to ensure resolution within established time frames. If pending litigation, an audit, or a claim involving a Sub-Grantee is initiated prior to the end of the referenced retention periods, then such retention period automatically renews for an additional period of three (3) years or until such litigation, audit, or claim is finally resolved.
- (5) Confidentiality of Records
 - (a) Sub-Grantee agrees to be bound by all confidentiality requirements of the WIOA and of the State of New Mexico, including but not limited to, the New Mexico Inspection of Public Records Act. Any breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, shall constitute good cause for the LWDB to cancel this Agreement, without liability to the LWDB. Any LWDB waiver of an alleged breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, does not constitute a waiver of any subsequent breach by Sub-Grantee, or third party agents of the Sub-Grantee.
- (6) Ownership of Materials, Information, Data, Computer Software, Documentation, Studies, and Evaluations
 - (a) Unless otherwise provided for in this Contract, the parties agree that all materials, information, data, computer software, etc., are the sole property of the State of New Mexico. The LWDB may request that Sub-Grantee deliver these items to the AE upon completion, termination, or cancellation of this Agreement. Sub-Grantee shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of Sub-Grantee's duties and obligations under this Agreement without the prior, express, written consent of LWDB and the State of New Mexico.

(7) Confidentiality of Data

(a) Computer Matching and Privacy Protection Act (CMPPA) Agreement

- (i) The Sub-Grantee will comply with the terms and conditions set forth in the CMPPA that is part of the Information Exchange Agreement (IEA) between the Social Security Administration (SSA) and the New Mexico Department of Workforce Solutions (DWS). The Sub-Grantee will not duplicate, disseminate, or disclose such data without first obtaining through DWS, SSA's prior written approval. A copy of the CMPPA and IEA are available from DWS upon request.
- (ii) The Sub-Grantee understands that access, use or disclosure of social security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
- (iii) IT resources shall not be used to reveal confidential or sensitive information, client data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Users who engage in the unauthorized release of confidential information via the state's IT resources, including but not limited to newsgroups or chat rooms, will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.
- (iv) Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.

(8) Compliance with Applicable Audit Requirements

- (a) Sub-Grantee shall ensure that it, and its sub-recipients, if any, will comply with all provisions of the Single Audit Act and 2 CFR Part 200 Subpart F (formally OMB Circular A-133) of the OMB Uniform Guidance Regulations, USDOL Exception at 2 CFR 2900.2 and the New Mexico State Auditor requirements. Sub-Grantee shall also institute policy and procedures for its sub-recipients that comply with these audit provisions. A complete copy of the audit must be submitted to the AE and FA within 30 days after completion of said audit. Failure to comply with the applicable audit requirement may result in the application of remedial actions, sanctions and and/or cancellation of the Agreement.

(9) Rights Of Inspection

- (a) In accordance with federal regulations, the LWDB, SAE, USDOL, the Comptroller General of the United States, the New Mexico State Auditor's Office and any of their authorized representatives shall, during business hours, have access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staffing records, independent audit work papers and any other documents, and shall be

allowed to monitor and review such through on-site review visits. The right to access may last beyond the prescribed period of record retention in accordance with State record retention laws.

(10) Financial and Performance Monitoring

- (a) Sub-Grantee shall permit the LWDB, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.
 - (i) Sub-Grantee shall review the monitoring reports by the LWDB, SAE, USDOL or its representatives, and shall act promptly to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the LWDB may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

- (1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:
 - (a) State policy, SAE rules, program information notices or technical assistance guides;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
 - (c) The Wagner-Peyser Act of 1933;
 - (d) The Civil Rights Act of 1964, Title V;
 - (e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
 - (f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).
 - (g) Americans with Disabilities Act of 1990;
 - (h) The Hatch Act;
 - (i) Child Labor Laws;
 - (j) Occupational Safety and Health Act (OSHA);
 - (k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
 - (l) Social Security Act;
 - (m) Military Selective Services Act;
 - (n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from

employment and training funds, improper inducement and obstruction of investigations);

- (o) Fair Labor Standards Act;
- (p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;
- (q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;
- (r) Age Discrimination Act of 1975;
- (s) New Mexico Human Rights Act;
- (t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,
- (u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

- (1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the LWDB, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.
- (2) If the Agreement is terminated by LWDB as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.
- (3) Sub-Grantee shall be obligated to return any payment advanced under the provisions of this Agreement over the amount needed to cover the compensation for services performed discussed in this section. If this Agreement is terminated for cause, or due to the fault of either party, the Termination for Cause or Default provision shall apply.

(B) Termination for Default (Cause)

- (1) If for any cause, either party to this Agreement shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement the other party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the non-performing party of its intent to terminate and provide at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination for cause, all finished or unfinished documents, data, etc., must be placed in the custody of the LWDB, and Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. Sub-grantee shall be obligated to return any payment advanced under the provisions of this Agreement.

- (2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the LWDB withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the LWDB from Sub-grantee is determined.
- (3) If, after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

- (1) In addition to any other remedies provided for in this Agreement, or by law, the parties may exercise the following remedial actions if the other party substantially fails to satisfy or perform its duties or obligations under this Agreement.
- (2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:
 - (a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;
 - (b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Sub-grantee, or withholding of provision of further performance by Sub-grantee until necessary performance or corrective actions are satisfactorily completed by LWDB;
 - (c) Denial of payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.
 - (d) Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

- (1) Sub-grantee shall maintain a written code of standards governing the performance of its boards, councils, and employees engaged in the award and administration of contracts. This Code of Conduct may substantially conform to the model code available from the New Mexico Secretary of State. No employee, officer or agent of Sub-grantee, shall participate in the selection, or in the award or administration

of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of the employee's immediate family, the employee's partner; or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Sub-grantee, or officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Sub-grantee's, potential Sub-grantee's, or parties to subcontracts. Sub-grantee warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. Sub-grantee shall comply with the disclosure requirements of the Conflict of Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

(B) Insurance

- (1) Sub-grantee shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The Sub-grantee shall provide certificates showing adequate insurance coverage to the LWDB with the signed Grant Agreement.
- (2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.
- (3) The insurance shall include provisions preventing cancellation without 60 days prior notice to LWDB by certified mail.

(C) Notice of Pending Litigation

- (1) Unless otherwise provided for in this Agreement, Sub-grantee shall notify SAE within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this Agreement and which has been filed in any federal or state court or administrative agency. Sub-grantee shall immediately deliver copies of any such documents to the SAE.

(D) Certifications

- (1) By signing this Grant Agreement, Sub-grantee agrees to provide, comply with, and, execute the certifications attached to this Sub-Grant Agreement.

(E) Exhibits

- (1) The original Grant Agreement exhibits are incorporated into Grant Agreement Modifications and Sub-grantee agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:
 - (a) Exhibit A - Assurances and Certifications
 - (b) Exhibit B - Liability & Bonding Insurance
 - (c) Exhibit C - Indirect Cost Rate Agreement
 - (d) Exhibit D - Budget Information Summary
 - (e) Exhibit E - Information Request Form
 - (f) Exhibit F – Campaign Contribution Form
 - (g) Exhibit G - Scope of Work and Budget

(F) Liability

- (1) Any liability incurred by LWDB in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

(G) Sub-Grantee;

- (1) May make budget line item adjustments with the approval of the Administrative Entity's WIOA Administrator or Executive Director.
- (2) May transfer funds from one program to another with the approval of the LWDB.
- (3) Shall submit the contract close-out not later than 45 days after the term of this Agreement.

VIII. REFERENCES

- (A) Workforce Innovation and Opportunity Act (Pub. L 113-128) and all other applicable federal statutes and regulations
- (B) All applicable state laws (once NMAC is updated to reflect WIOA), and state policy directives, including State Technical Assistance Guides
- (C) All relevant federal guidance documents, including, but not limited to the following:
 - (1) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)
 - (2) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)
 - (3) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)
 - (4) Training and Employment Guidance Letter 27-14, including Change 1 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)
 - (5) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIA to WIOA)
 - (6) Training and Employment Guidance Letter 41-14, including Change 1 (Workforce Innovation and Opportunity Act Title I Training Provider Eligibility Transition)
 - (7) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act))
 - (8) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)
 - (9) Training and Employment Notice 37-14 (Complying with nondiscriminatory

Requirements)

- (10) Training and Employment Notice 01-15 (Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide)
 - (11) Training and Employment Guidance Letter 01-15 (Implementation of Waivers approved under the Workforce Investment Act)
 - (12) Training and Employment Guidance Letter 03-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)
 - (13) Training and Employment Guidance Letter 04-15 (Vision for the One-Stop Delivery)
 - (14) System under the Workforce Innovation and Opportunity Act (WIOA)
 - (15) Training and Employment Guidance Letter 08-15 (Second Title 1 WIOA Youth Program Transition Guidance)
- (D) Unemployment Insurance Program Letter 20-15 (Unemployment Insurance and the Workforce Innovation and Opportunity Act of 2014)

IX. CORRECTIVE ACTION AND SANCTIONS

(A) Sub-Grantee may be subject to corrective action and sanctions for failure to comply with one or more contracted performance measures; contract provisions; federal or state statutes, regulations, guidance, directives, or circulars. To accomplish the purposes of this section, the LWDB may require, at any point during the year that a WIOA Sub-Grantees cooperate with remedial actions, including, but not limited to, entering into a Performance Improvement Plan, additional performance reviews and technical assistance activities. The purpose of imposing sanctions is to ensure accountability of Sub-Grantees in meeting the needs of employers and job seekers; ensure the achievement of negotiated performance, outcomes and goals; ensure adequate returns on New Mexico investments.

LWDB:

Authorized Signature

Date

Sub-Grantee:

Authorized Signature

Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2021

By signing the Agreement and on the line below, the Sub-recipient's signatory official is providing the certifications and assurances referenced therein as detailed in the attached documents.

Sub-recipient
(PRINTED NAME)

DATE

SIGNATURE

ASSURANCES AND CERTIFICATIONS

The New Mexico Department of Workforce Solutions (NMDWS) will not award a grant or agreement where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under the Agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

By signing the face sheet of this Agreement, the Grantee is providing the above assurances and certifications as detailed below:

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.**

The prospective primary grantee certifies to the best of its knowledge and belief, that the grantee and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary grantee is unable to certify to any of the statements in this certification, such prospective grantee shall attach an explanation to this proposal.

B. CERTIFICATION REGARDING LOBBYING- Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this Agreement, the Grantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, additionally the LWDB may be subject to suspension of payments or termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about —
 - i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
 - . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:
 - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

- d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition of the award of financial assistance from the USDOL under Title I of WIOA, the Grantee assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;
- b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the Grantee makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

3. FINANCIAL CAPABILITY CERTIFICATION

- a. The Grantee certifies the organization has a financial management system capable of tracking and accounting for WIOA funds received and disbursed.

- b. The Grantee certifies the organization has the fiscal capability of providing services pending payment or reimbursement.
- c. The Grantee certifies the organization has resolved all questioned/disallowed costs from prior monitoring or audit reviews.
- d. The Grantee certifies all prior year audits have been resolved.

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

EXHIBIT C
INDIRECT COST RATE AGREEMENT

INDIRECT COST RATE STATEMENT

The South Central Council of Government does not use an indirect cost rate.

Exhibit D – Budget Information Summary

The budget information summary will be included in a subsequent amendment to this agreement. The delayed award notice from DWS does not provide sufficient time for the Sub-grantee to development the budget information summary.

**Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM**

This form is required by the New Mexico Department of Workforce Solutions (NMDWS) to fulfill federal requirements under the Federal Funding Accountability and Transparency Act (FFATA) Sub award Reporting System (FSRS). FFATA reporting is a requirement for sub awards of federal awards in excess of \$25,000. The FFATA requires information on federal awards to be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements, contracts, and subcontracts. The FFATA does not require inclusion of individual transactions below \$25,000. The information below is required before the Agreement can be executed.

Part I.

A. Subcontractor's Central Contractor Registration (CCR) Number and Dun and Bradstreet Data Universal Numbering System (DUNS) Number

To Be Completed by Subcontractor

* - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

Are you registered in CCR (<http://www.ccr.gov>)? Yes No

The CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements and other forms of federal assistance. Whether applying for assistance awards, contracts, or other business opportunities, all entities are considered "registrants." According to the FAR 4.11, vendors must be registered in CCR prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement.

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name: _____

Subcontractor's Physical Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

Executive compensation information is also required. In order to determine whether or not the following information must be reported in FSRS:

a. Does your company receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts (and subcontracts) and federal financial assistance awards subject to the FFATA?

Yes No If "yes," proceed to b. If "no," provide Subcontractor Contact Information below and return to DWS.

b. Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15.U.S.C. 78ma), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes No If "yes," provide Subcontractor Contact Information below and return form to NMDWS. If "no," provide compensation information below.

Name and Compensation

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____

Subcontractor Contact Information (person completing form):

Type Name Title Date

Entity Email Address: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Board or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state Board or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Board or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

EXHIBIT G
SCOPE OF WORK

SCOPE OF WORK – ADMINISTRATIVE SERVICES

Administrative Organizational Development & Staff Support

- a. Facilitation of SAWDB, committee, and other meetings requested by the Board.
- b. Assistance in the development of meeting agendas/minutes, notice of public meetings, and recording minutes for all meetings.
- c. Ensure legal and compliance obligations of the Board are met. This includes compliance with SAWDB membership appointments.
- d. Solicit grant funding and prepare any associated RFP as approved by the SAWDB.
- e. Have an experienced, qualified administrator that is responsible for the daily operations of the SAWDB.

Policy Development & Education

- a. Provide information and/or analysis about national and state workforce development initiatives.
- b. Obtain and present to SAWDB labor market information specific to local employer needs. Labor market information should be obtained through outreach services from the local businesses, chamber organizations, educational institutions, as well as economic development organizations. This information should be distributed to the SAWDB on a quarterly basis. Based on the above, assist the SAWDB in preparing all local plans as required by the Department of Workforce Solutions (DWS) or any other agency. Employers should also be contacted to obtain current, future job openings, and a list of training needs.
- c. Draft policy recommendations, contracts, MOU's position papers, materials and/or talking point for SAWDB members, as directed.

Legislative Analysis

- a. Maintain tracking system of workforce-related legislative bills and hearing information both at the state and federal level.
- b. Monitor and provide reports on key legislative hearings, meetings, and activities.
- c. Draft testimony, and/or legislative recommendations, provide testimony on behalf of SAWDB and/or coordinated legislative activities as directed.

Communication and Promotion

- a. Act as a liaison between SAWDB, CEO, NM State Workforce Board, and all service providers.
- b. Develop and maintain relationships with partner associations, such as: Economic Development, chamber organizations, and education institutions.

Monitoring and Oversight, Technical Assistance and Training

- a. Conduct program and financial monitoring procedures of all providers receiving SAWDB funds in accordance with WIOA requirements and submit results to the Board. This includes service providers as well as individual training accounts.
- b. Provide quarterly reports to the SAWDB, and DWS, if required, on all performance, performance measures, monitoring, training and technical assistance, corrective actions, sanctions, fiscal expenditures, participant data, allocations, and other requested information.

Financial Control and Operating Systems

- a. Establish effective procedures to ensure that costs charged to the program are allowable, reasonable, and necessary. Review and approve sub-recipient budget adjustment requests within programs.
- b. Develop internal controls to ensure compliance with all federal and state regulations, including any applicable OMB Circulars.
- c. Provide SAWDB a copy of the organization's annual audit from the Office of the State Auditor.
- d. State Procurement shall be followed.

Facilities Available for Service to be Performed

- a. The South Central Council of Governments will provide the administrative services at its principle office and satellite office at the addresses listed below. This facility has sufficient space for staff, storage, plus a conference room.

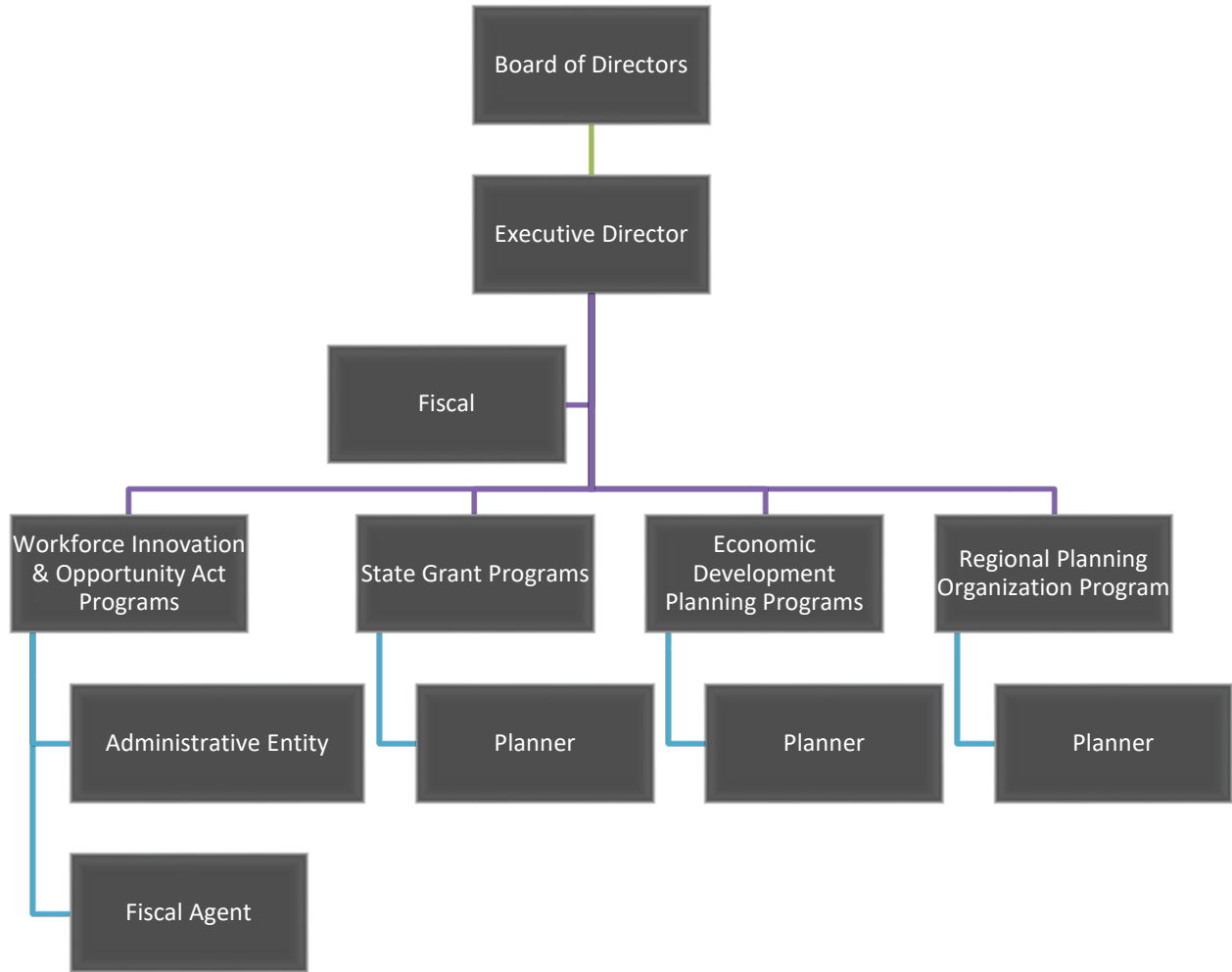
Principle Office

600 Hwy 195, Suite C
Elephant Butte, NM 87935

Las Cruces Office

2251 Calle de Santiago
Mesilla, NM 88046

South Central Council of Governments Organizational Chart by Program



COST OF PERFORMING THE SERVICES

BUDGET COST

a. Budget

	Total	Administrative	Adult	Dislocated Worker	Youth
WIOA Program	\$600,000.00	\$375,000.00	\$70,000.00	\$75,000.00	\$80,000.00

Sub-recipient is permitted to make line-item budget adjustments only within respective programs.

- b. If Indirect Costs are to be charged, a Copy of the Organization's Indirect Cost Rate Agreement must be attached. An Approved Indirect Cost Rate may be used by the Vendor Only in Determining Those Costs Properly Chargeable to the WIOA.

The South Central Council of Governments does not have an indirect cost rate that will be charged to the budget.

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Agenda Item Resolution 20 – 44 approves a second-year contract agreement with Arbor E&T, LLC dba Equus Workforce Solutions to provide WIOA Adult & Dislocated Worker Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, with an option to renew annually for a total of three years, and authorizes the board chair or vice-chair to sign the agreement</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is presented for your consideration to approve a contract agreement with Arbor E&T, LLC dba Equus Workforce Solutions in the amount of \$3,100,000.00. This is the same contract amount as in PY20 (July 1, 2020, through June 30, 2021).</p> <p>The scope of work provides WIOA adult and dislocated worker services for individuals within the seven-county region and the term of the agreement is from July 1, 2021, through June 30, 2022. The number of individuals to be served are 398 participants, a 10% increase from the previous year. The Administrative Entity will obtain exhibits from the service provider for inclusion in the contract agreement.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 44.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Proposed Contract Agreement 	

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/MODIFICATION NO. PY21-WIOA-02	CONTRACT PERIOD July 1, 2021 - June 30, 2022
---	--	---

This Contract Amendment is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **Arbor E&T, LLC dba Equus Workforce Services**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide WIOA Adult and Dislocated Worker services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

This Agreement consists of this WIOA Contract Cover Sheet; Sub-Grant Agreement Provisions; Scope of Work; Budget; and Exhibits.

2. NAME OF PROVIDER Arbor E&T, LLC dba Equus Workforce Services (previously Rescare Workforce Services)	3. NAME OF PROVIDERS POINT OF CONTACT Camille Padilla
ADDRESS 805 North Whittington Parkway	TITLE OF POINT OF CONTACT Regional Director
CITY, STATE & ZIP Louisville, KY 40222	TELEPHONE/FAX/EMAIL Phone: (949) 637-2491 Email: camille.padilla@equusworks.com
4. FUNDING TYPE(S) (Check those that apply) TITLE I <input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Dislocated Worker <input type="checkbox"/> Youth <input type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification/Amendment <input type="checkbox"/> Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$1,500,000.00	\$1,600,000.00	\$0.00	\$3,100,000.00

AMOUNT OF MODIFICATION

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF TOTAL CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$1,500,000.00	\$1,600,000.00	\$0.00	\$3,100,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

- (A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a “Sub-Grant Agreement.” The parties to this agreement are the **SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD**, as the Local Workforce Development Board (LWDB) and **Arbor E&T, LLC dba Equus Workforce Services**, the Sub- Grantee. The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA). The funding for this agreement is provided through the Workforce Innovation and Opportunity Act by the United States Department of Labor.

The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA) in accordance with the proposal submitted for the **WIOA Adult & Dislocated Worker Service Request for Proposals (RFP#2019 – 01)**.

- (B) The purpose of the Workforce Innovation and Opportunity Act includes:
- (1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment
 - (2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system
 - (3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts
 - (4) Promoting improvement in the structure and delivery of services
 - (5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation
- (C) The Local Workforce Development Board has authorized this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide employment and training programs consistent with the WIOA, the New Mexico Combined State Plan, the LWDB’s local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

(A) Duties and Obligations of the Local CEOs and LWDB

- (1) The CEOs in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area.
- (2) The local grant recipient or an entity designated shall disburse the grant funds for Workforce Innovation and Opportunity Activities at the direction of the local board, pursuant to the requirements of this title. The local grant recipient or entity designated shall disburse the funds immediately on receiving such direction from the local board.
- (3) As the local grant recipient, the CEOs are responsible for overseeing the activities of LWDB and sub-recipients.
- (4) The LWDB shall perform the obligations and duties as outlined in this agreement.
- (5) On behalf of the CEOs and LWDB, the Administrative Entity (AE) and Fiscal Agent (FA) shall provide staff support to the Sub-Grantees and shall be responsible for the day-to-day fiscal and program administration and oversight of the Workforce Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantees through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(B) Duties and Obligations of the Sub-Grantee

- (1) The Sub-Grantee's duties and obligations are to comply with the federal, state, and local regulations, policies, and guidance letters, as well as the Sub-Grantee's scope of work and budget.

(C) Effective Date and Term

- (1) This Agreement shall be effective upon signature of the Chairperson of the contracting LWDB (or their respective designees), the designated Sub-Grantee officer (or their respective designee). Performance of the Agreement shall commence and end on the dates indicated on the contract cover sheet, unless terminated earlier pursuant to the terms of this Agreement.

(D) Funding

- (1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers in the amount stated in the Contract Cover Sheet of this Agreement.
- (2) Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct

an early one-year recapture of funds for purposes of reallocation. The amount of recapture, if any, must be based on the amount by which the prior year's unobligated balance of allocated funds exceeds 20 percent (20%) of that year's allocation for the program, less any amount reserved (up to 10%) for the costs of administration. Unobligated balances must be determined based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.

- (2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.
- (3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

(A) Maintenance of Integrity in the Expenditure of Public Funds Under Penalty of Law

- (1) Sub-Grantee shall take every reasonable course of action to maintain integrity in the expenditure of public funds to avoid any favoritism, conflict of interest, disallowed cost or other questionable or improper conduct as defined in WIOA, the Governmental Conduct Act, the New Mexico Procurement Code and other applicable laws and by-laws. The parties agree to administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gains or motives. In administering this Contract, the Sub-Grantee, its executive staff, and employees, shall avoid situations that, to a reasonable person, appear to call into question the party's loyalty to the highest fiduciary standard of conduct.
- (2) Expenditure Authorization Procedures: Sub-Grantee agrees to abide by LWDB rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.
 - (a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.
 - (b) Sub-Grantee will establish local policy and procedures for their subgrantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.

- (c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.
- (d) Sub-Grantee acknowledges that USDOL, SAE, AE, FA, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.

(3) Modification Procedures

- (a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved waiver(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change result from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to the Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.
- (b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.
- (c) If changes in labor market conditions, funding, or other factors require substantial deviation from an approved scope of work and/or budget, then Sub-Grantee shall submit a modification of such plan which shall be subject to review by the AE.

(4) Reporting Requirements

- (a) Financial: Sub-Grantee shall comply with the established policy as set forth by the AE and FA regarding fiscal reporting requirements. These include the tracking and reporting of stand-in costs and program income. Monthly Financial Reports must use the required AE and FA format. An electronic copy of the Monthly Financial Report complete with signature must be submitted to the AE and FA by the 15th day following the last day of each month. Original copies must be retained by the Sub-Grantee.

- (b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.
- (5) Maintenance of Funds in Appropriate Financial Institutions
 - (a) Sub-Grantee shall maintain all funds in cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage.
- (6) Payment Contingency
 - (a) The parties recognize that Sub-Grantee is to be paid, reimbursed, or otherwise compensated, in whole or in part, from available Federal funds. Therefore, Sub-Grantee understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the LWDB's receipt of such funds from the state and or federal government and upon the continued receipt of such funds.
- (7) Performance Standards
 - (a) Sub-Grantee shall comply with performance criteria negotiated with the AE. Upon request by the AE, Sub-Grantee shall provide such data as the AE may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The AE recognizes that Sub-Grantee has the authority and discretion to add its own internal policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.
 - (b) If applicable, and with the approved subcontracts by the AE, Subgrantee shall assure that any subcontracts developed in conjunction with federal WIOA funds shall contain applicable performance standards for adults, dislocated workers, youth, and customer satisfaction, and any federal and state amendments established by law. Sub-Grantee shall perform any necessary data collection and evaluation for such additional local standards.

IV. CONFIDENTIALITY, DATA MANAGEMENT, RECORD MAINTENANCE, AND AUDITING

(A) Data Access and Automation Requirements

- (1) Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP,

ACH Network, etc. Sub-Grantee shall ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.

(2) Sub-Grantee agrees to:

- (a) Maintain computer equipment to ensure connectivity with the State Workforce Connection On-Line System;
- (b) Adhere to the requirements set forth in applicable state policy; and
- (c) Use a common management information system as determined by DWS and require providers to also utilize it as the primary management information system.
- (d) Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures.

(B) Retention of Records

- (1) Sub-Grantee and any subcontractors shall retain all such records in accordance with federal regulations and State record retention laws.

(2) Fiscal Records

- (a) In addition to any requirements imposed elsewhere in this Grant Agreement, Sub-Grantee shall retain accurate, current, separate, and complete fiscal records sufficient and otherwise adequate to provide full disclosure of the status of the funds received under this Agreement. All such records shall be adequate to allow USDOL, independent auditing firms and the AE and or FA to audit and monitor the Sub-Grantee at any time as deemed appropriate by the AE or FA. All such records, documents, communications, and other materials shall be the property of the State and shall be maintained by Sub-Grantee in a central location as custodian for the LWDB.

(3) Fixed Asset and Inventory Maintenance

- (a) Sub-Grantee shall adhere to the requirements for maintenance of fixed assets in accordance with AE, FA, federal, state rules and regulations.

(4) Retention of Complaint Records

- (a) Sub-Grantee, and any subcontractors, shall retain, for a minimum period of not less than three (3) years from the date of resolution, all records regarding program complaints and all actions taken to resolve such complaints and to assure resolution within established time frames.

- (b) Sub-Grantee will immediately notify the AE upon receipt of any complaints to obtain technical assistance in the resolution of such complaints and to ensure resolution within established time frames. If pending litigation, an audit, or a claim involving a Sub-Grantee is initiated prior to the end of the referenced retention periods, then such retention period automatically renews for an additional period of three (3) years or until such litigation, audit, or claim is finally resolved.

- (5) Confidentiality of Records
 - (a) Sub-Grantee agrees to be bound by all confidentiality requirements of the WIOA and of the State of New Mexico, including but not limited to, the New Mexico Inspection of Public Records Act. Any breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, shall constitute good cause for the AE to cancel this Agreement, without liability to the LWDB. Any AE waiver of an alleged breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, does not constitute a waiver of any subsequent breach by Sub-Grantee, or third party agents of the Sub-Grantee.

- (6) Ownership of Materials, Information, Data, Computer Software, Documentation, Studies, and Evaluations
 - (a) Unless otherwise provided for in this Contract, the parties agree that all materials, information, data, computer software, etc., are the sole property of the State of New Mexico. The AE may request that Sub-Grantee deliver these items to the AE upon completion, termination, or cancellation of this Agreement. Sub-Grantee shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of Sub-Grantee's duties and obligations under this Agreement without the prior, express, written consent of AE and the State of New Mexico.

- (7) Confidentiality of Data
 - (a) Computer Matching and Privacy Protection Act (CMPPA) Agreement
 - (i) The Sub-Grantee will comply with the terms and conditions set forth in the CMPPA that is part of the Information Exchange Agreement (IEA) between the Social Security Administration (SSA) and the New Mexico Department of Workforce Solutions (DWS). The Sub-Grantee will not duplicate, disseminate, or disclose such data without first obtaining through DWS, SSA's prior written approval. A copy of the CMPPA and IEA are available from DWS upon request.

- (ii) The Sub-Grantee understands that access, use or disclosure of social security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
 - (iii) IT resources shall not be used to reveal confidential or sensitive information, client data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Users who engage in the unauthorized release of confidential information via the state's IT resources, including but not limited to newsgroups or chat rooms, will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.
 - (iv) Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.
- (8) Compliance with Applicable Audit Requirements
 - (a) Sub-Grantee shall ensure that it, and its sub-recipients, if any, will comply with all provisions of the Single Audit Act and 2 CFR Part 200 Subpart F (formally OMB Circular A-133) of the OMB Uniform Guidance Regulations, USDOL Exception at 2 CFR 2900.2 and the New Mexico State Auditor requirements. Sub-Grantee shall also institute policy and procedures for its sub-recipients that comply with these audit provisions. A complete copy of the audit must be submitted to the AE and FA within 30 days after completion of said audit. Failure to comply with the applicable audit requirement may result in the application of remedial actions, sanctions and and/or cancelation of the Agreement.
- (9) Right of Inspection
 - (a) In accordance with federal regulations, the AE, FA, SAE, USDOL, the Comptroller General of the United States, the New Mexico State Auditor's Office and any of their authorized representatives shall, during business hours, have access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staffing records, independent audit work papers and any other documents, and shall be allowed to monitor and review such through on-site review visits. The right to access may last beyond the prescribed period of record retention in accordance with State record retention laws.
- (10) Financial and Performance Monitoring

- (a) Sub-Grantee shall permit the AE, FA, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.
 - (i) Sub-Grantee shall review the monitoring reports by the AE, FA, SAE, USDOL or its representatives, and shall act promptly, under direction of the AE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the AE may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

- (1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:
 - (a) State policy, SAE rules, program information notices or technical assistance guides;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
 - (c) The Wagner-Peyser Act of 1933;
 - (d) The Civil Rights Act of 1964, Title V;
 - (e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
 - (f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).
 - (g) Americans with Disabilities Act of 1990;
 - (h) The Hatch Act;
 - (i) Child Labor Laws;
 - (j) Occupational Safety and Health Act (OSHA);

- (k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
- (l) Social Security Act;
- (m) Military Selective Services Act;
- (n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);
- (o) Fair Labor Standards Act;
- (p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;
- (q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;
- (r) Age Discrimination Act of 1975;
- (s) New Mexico Human Rights Act;
- (t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,
- (u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

- (1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.
- (2) If the Agreement is terminated by AE as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.

- (3) Sub-Grantee shall be obligated to return any payment advanced under the provisions of this Agreement over the amount needed to cover the compensation for services performed discussed in this section. If this Agreement is terminated for cause, or due to the fault of either party, the Termination for Cause or Default provision shall apply.

(B) Termination for Default (Cause)

- (1) If for any cause, either party to this Agreement shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement the other party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the non-performing party of its intent to terminate and provide at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination for cause, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. Sub-grantee shall be obligated to return any payment advanced under the provisions of this Agreement.
- (2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the AE withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the AE from Sub-grantee is determined.
- (3) If after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

- (1) In addition to any other remedies provided for in this Agreement, or by law, the parties may exercise the following remedial actions if the other party substantially fails to satisfy or perform its duties or obligations under this Agreement.
- (2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:
 - (a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;

- (b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Subgrantee, or withholding of provision of further performance by Subgrantee until necessary performance or corrective actions are satisfactorily completed by AE;
- (c) Deny payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.
- (d) Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

- (1) Sub-grantee shall maintain a written code of standards governing the performance of its boards, councils, and employees engaged in the award and administration of contracts. This Code of Conduct may substantially conform to the model code available from the New Mexico Secretary of State. No employee, officer or agent of Sub-grantee, shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of the employee's immediate family, the employee's partner; or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Sub-grantee, or officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Sub-grantee's, potential Sub-grantee's, or parties to subcontracts. Sub-grantee warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. Sub-grantee shall comply with the disclosure requirements of the Conflict of Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

(B) Insurance

- (1) Sub-grantee shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The Sub-grantee shall provide certificates showing adequate insurance coverage to AE with the signed Grant Agreement.

- (2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.
- (3) The insurance shall include provisions preventing cancellation without 60 days prior notice to the AE by certified mail.

(C) Notice of Pending Litigation

- (1) Unless otherwise provided for in this Agreement, Sub-grantee shall notify AE within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this Agreement and which has been filed in any federal or state court or administrative agency. Sub-grantee shall immediately deliver copies of any such documents to the AE.

(D) Certifications

- (1) By signing this Grant Agreement, Sub-grantee agrees to provide, comply with, and, execute the certifications attached to this Sub-Grant Agreement.

(E) Exhibits

- (1) The original Grant Agreement exhibits are incorporated into Grant Agreement Modifications and Sub-grantee agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:
 - (a) Exhibit A - Assurances and Certifications
 - (b) Exhibit B - Liability & Bonding Insurance
 - (c) Exhibit C - Indirect Cost Rate Agreement
 - (d) Exhibit D - Budget Information Summary
 - (e) Exhibit E - Information Request Form
 - (f) Exhibit F – Campaign Contribution Form
 - (g) Exhibit G – Scope of Work and Budget
- (2) The Scope of Work shall be performed in accordance with the proposal submitted for the WIOA Adult & Dislocated Worker Service Request for Proposals (RFP#2019 – 01).

(F) Liability

- (1) Any liability incurred by AE in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

(G) Sub-Grantee;

- (1) Shall provide service at the workforce centers located in the southwestern area,

and may provide itinerant services at other locations and cities, as stated in the sub-grantee's scope of work.

- (2) Shall conduct periodic quality assurance reviews on participant files and operations in accordance with the state or local guidance letters and or policy.
- (3) May make budget adjustments and programmatic modifications with written approval of the WIOA Administrator.
- (4) Shall submit program activity and fiscal reports that are due to the Administrative Entity and Fiscal Agent's office not later than the 15th day of the following month.
- (5) Shall submit the contract close-out not later than 45 day after the term of this Agreement.

VIII. REFERENCES

- (A) Workforce Innovation and Opportunity Act (Pub. L 113-128) and all other applicable federal statutes and regulations
- (B) All applicable state laws (once NMAC is updated to reflect WIOA), and state policy directives, including State Technical Assistance Guides
- (C) All relevant federal guidance documents, including, but not limited to the following:
 - (1) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)
 - (2) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)
 - (3) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)
 - (4) Training and Employment Guidance Letter 27-14, including Change 1 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)
 - (5) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIOA to WIOA)
 - (6) Training and Employment Guidance Letter 41-14, including Change 1 (Workforce Innovation and Opportunity Act Title I Training Provider Eligibility Transition)

- (7) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act))
 - (8) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)
 - (9) Training and Employment Notice 37-14 (Complying with nondiscriminatory Requirements)
 - (10) Training and Employment Notice 01-15 (Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide)
 - (11) Training and Employment Guidance Letter 01-15 (Implementation of Waivers approved under the Workforce Innovation and Opportunity Act)
 - (12) Training and Employment Guidance Letter 03-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)
 - (13) Training and Employment Guidance Letter 04-15 (Vision for the One-Stop Delivery)
 - (14) System under the Workforce Innovation and Opportunity Act (WIOA)
 - (15) Training and Employment Guidance Letter 08-15 (Second Title 1 WIOA Youth Program Transition Guidance)
- (D) Unemployment Insurance Program Letter 20-15 (Unemployment Insurance and the Workforce Innovation and Opportunity Act of 2014)

IX. WIOA ADULT & DISLOCATED WORKER SERVICE REQUIREMENTS

(A) PROGRAM DESIGN & ESSENTIAL ELEMENTS

- (1) Workforce Innovation and Opportunity Act (WIOA) funds may only be used for authorized WIOA activities as outlined in the Act. These services will be provided through the one-stop delivery system in accordance with federal, state and local rules, regulations and guidance. The following program design elements shall be applied to all programs and services.
 - (a) **BUSINESS DRIVEN-** Workforce Research and Regional Labor Market Analysis: All programs and services must be aligned with targeted industry and occupation strategies documented by the LWDB and based on local, regional and statewide economic conditions.

(b) OUTREACH/RECRUITMENT: Local areas shall conduct and document outreach to targeted populations including the following veterans and eligible spouses of veterans, low-income and public assistance recipients, and individuals that are basic skill deficient.

(c) WORKFORCE CONNECTION ON-LINE SYSTEM:

Adult,

Dislocated Workers and Youth who receive services must be registered in the Workforce Connection Online System consistent with federal, state and local policy.

(B) PROGRAM DESIGN AND EMPHASIS ON JOB-DRIVEN SERVICES AND TRAINING

(1) JOB DRIVEN STRATEGIES - Job-driven strategies must be reflected in contracts, operations, processes and performance. LWDBs shall establish and demonstrate job-driven services and training for all funding streams as follows:

(a) Work up-front with employers to determine local or regional hiring needs and design training programs that are responsive to those needs;

(b) Engage employers, employer associations, and labor organizations in the design and delivery of programs and services to meet current and future hiring needs that will likely result in employment for participating job seekers;

(c) Prioritize work-based learning opportunities including on-the-job training, internships, pre-apprenticeships, and Registered Apprenticeship as training paths to employment;

(d) Utilize timely, reliable, and readily accessible labor market information, in conjunction with program outcomes, to guide jobseekers in choosing the types of employment, or fields of study, training, and credentials to pursue. Labor market information includes current and projected local, regional, State, and national labor markets, such as the number and types of available jobs, future demand, job characteristics, training and skills requirements, and the composition, characteristics, and skills of the labor supply;

(e) Promote training programs that are part of a continuum of education and training leading to credential attainment, good jobs, increased earnings, and career advancement;

(f) Include career assistance and supportive services as needed to enable an individual to participate in, and complete, education and training activities and secure employment; and

- (g) Create local and regional collaborations among Workforce Connection Centers, education institutions, labor, and nonprofits.

(C) PRIORITY OF SERVICE

(a) VETERANS PRIORITY OF SERVICE

- (1) Local areas must incorporate priority of service provisions for veterans and eligible spouses sufficient to meet the requirements of 20 CFR parts 1010, published at Fed. Reg. 78132 on December 19, 2008, the regulations implementing priority of service for veterans and eligible spouses in USDOL job training programs under the Jobs for Veterans Act. Under sec. 1010.310(b)(3) of these regulations, when the veterans priority is applied in conjunction with another statutory priority like priority for recipients of public assistance and low-income individuals, veterans and eligible spouses who are members of the priority group must receive the highest priority within that priority group, followed by non-veteran members of the priority group.

(b) ADULT PRIORITY OF SERVICE

- (1) With respect to funds allocated to a local area for adult employment and training activities under WIOA paragraph (2)(A) or (3) of section 133(b), priority shall be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career services and training services.

(D) BASIC CAREER SERVICES - SELF-DIRECTED AND INFORMATIONAL SERVICES

- (1) Basic Career Services must be available to all individuals seeking services in the one-stop delivery system. At a minimum, Basic Career Services consist of the following:
 - (a) determinations of whether the individuals are eligible to receive assistance from the Adult, Dislocated Worker or Youth programs;
 - (b) outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits) and orientation to the information and other services available through the one-stop delivery system;
 - (c) initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
 - (d) labor exchange services, including—

- (i) job search and placement assistance and, in appropriate cases, career counseling, including the provision of information on in-demand industry sectors and occupations; the provision of information on nontraditional employment;
- (e) provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, in appropriate cases, other workforce development programs;
- (f) provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—
 - (i) job vacancy listings in such labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations;
- (g) provision of performance information and program cost information on eligible providers of training services as described in WIOA section 122, provided by program and type of provider;
- (h) provision of information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures described in WIOA section 116(c) and any additional performance information with respect to the one-stop delivery system in the local area;
- (i) provision of information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under the a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- (j) assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under this Act;

- (k) Provision of information and assistance regarding filing claims for unemployment compensation, including meaningful assistance to individuals seeking assistance in filing a claim. Meaningful assistance means providing assistance on-site using staff who are properly trained in UI claims filing, and/or the acceptance of information necessary to file a claim, or by phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time as directed by the State in coordination with the State Unemployment Insurance Operations Center. The costs associated in providing meaningful assistance may be paid for by the State's UI program, the WIOA Adult or Dislocated Worker programs, the Wagner Peyser Employment Service, or some combination of these funding services.
- (l) **Basic Career Services referenced above do not require coenrollment. A WIOA application does not need to be completed.**

(E) INDIVIDUALIZED CAREER SERVICES

- (1) Individualized Career Services must be made available to individuals if the one stop operator or service provide determine the services are appropriate in order for an individual to obtain or retain employment. Staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. Individualized Career Services consist of the following:
 - (a) comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, 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;
 - (b) development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;
 - (c) group counseling;
 - (d) individual counseling;
 - (e) career planning;
 - (f) short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, some instances

preapprenticeship programs may be considered short-term pre-vocational services;

- (g) internships and work experiences that are linked to careers;
 - (h) workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy, and self- management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training or employment;
 - (i) financial literacy services, such as the activities described in section WIOA 129(b)(2)(D);
 - (j) out-of-area job search assistance and relocation assistance;
 - (k) English language acquisition and integrated education and training programs; and
- (2) Follow-up services – follow up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service.
- (a) **Follow-up services do not extend the date of exit in performance reporting.**
- (3) A WIOA application must be completed for all individuals receiving Individualized Career Services. WIOA case managers are responsible for compiling eligibility and data validation documentation.
- (4) Participation for Adult and Dislocated Worker occurs after information is collected to support eligibility determination and begins when the individual receives a staff assisted service excluding those defined as a Basic Career Service.

(F) TRAINING SERVICES

- (1) Training Services shall be used to provide training services to adults and dislocated workers who, after an interview, evaluation, or assessment, and career planning, have been determined by a one-stop operator or one-stop partner, as appropriate, to meet the following:

- (a) be unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services described;
 - (b) be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
 - (c) have the skills and qualifications to successfully participate in the selected program of training services;
 - (d) who select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate;
 - (e) who are determined to be eligible in accordance with the priority system in effect
- (G) RULE OF CONSTRUCTION - Nothing in this subparagraph shall be construed to mean an individual is required to receive career services prior to receiving training services.

(1) Training services may include—

- (a) Occupational Skills Training, including training for nontraditional employment;
- (b) On-the-Job-Training;
- (c) Incumbent worker training that combine workplace training with related instruction, which may include cooperative education programs;
- (d) Training programs operated by the private sector;
- (e) Skill Upgrading and retraining;
- (f) Entrepreneurial Training
- (g) Transitional jobs
- (h) Job Readiness training provided in combination with services;
- (i) Adult Education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described

- (j) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

(H) ADDITIONAL INFORMATION

(1) CONSUMER CHOICE REQUIREMENTS

- (a) Training services provided under this paragraph shall be provided in a manner that maximizes consumer choice in the selection of an eligible provider of such services.

(2) ELIGIBLE TRAINING PROVIDERS

- (a) Each local board, through one-stop centers, shall make available the list of eligible providers of training services described in WIOA section 122(d). Current providers will be extended through December 31, 2015. Additional guidance will be provided for initial and subsequent determination of Eligible Training Providers pending state and federal guidance.

(3) CREDENTIALS

- (a) Priority consideration shall be given to programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in the local area involved.

(4) SUPPORTIVE SERVICES AND NEEDS-RELATED PAYMENTS

- (a) Supportive services and needs-related payments described in WIOA and as defined by state and local board policy must be made available to support employment and training needs.

X. PY 2021 PERFORMANCE MEASURES

- (A) Sub-recipient must meet or exceed all the following performance measures and levels. These performance measures may be amended in writing through the LWDB's administrative entity to match the LWDB's negotiated performance measure with the SAE.

	Adult	Dislocated Worker
Employment Rate 2nd Quarter After Exit	77.0%	68.0%
Employment Rate 4th Quarter After Exit	74.0%	68.5%

	Adult	Dislocated Worker
Median Earnings 2nd Quarter After Exit	\$6,500	\$6,100
Credential Attainment 4th Quarter After Exit	50.5%	53.0%
Measurable Skills Gain	56.0%	50.5%

XI. PROGRAM YEAR 2021 SELF-SUFFICIENCY WAGE

- (A) The SAE will annually calculate a self-sufficiency standard for each local area using a living wage model or comparable data that draws upon geographically specific expenditures that incorporates the income need of individuals, families and sub-state geographical considerations.
- (B) The Southwestern Local Area Workforce Development Board is \$32.62/Hour

XII. CORRECTIVE ACTION AND SANCTIONS

- (A) Sub-Grantee may be subject to corrective action and sanctions for failure to comply with one or more contracted performance measures; contract provisions; federal or state statutes, regulations, guidance, directives, or circulars. To accomplish the purposes of this section, the Administrative Entity may require, at any point during the year that a WIOA Sub-Grantees cooperate with remedial actions, including, but not limited to, entering into a Performance Improvement Plan, additional performance reviews and technical assistance activities. The purpose of imposing sanctions is to ensure accountability of Sub-Grantees in meeting the needs of employers and job seekers; ensure the achievement of negotiated performance, outcomes and goals; ensure adequate returns on New Mexico investments.

XIII. ADDITIONAL PROVISIONS

(A) Intensive Focal Area

- a. The sub-recipient will provide a dedicated full-time business workforce consultant to focus on employer services to the border industrial area of Santa Teresa, and Sunland Park in Southern Dona Ana county.

(B) Profit Incentives

- a. As part of this agreement, for-profit entities may negotiate a profit amount that is consistent with WIOA regulations. A Profit Incentives Schedule shall accompany the budget section of this agreement. The profit incentive shall be paid after the close-out is conducted and shall not exceed the amount stated in the Profit Incentives Schedule.

LWDB:

Authorized Signature

Date

Sub-Grantee:

Authorized Signature

Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2021

By signing the Agreement and on the line below, the Sub-recipient's signatory official is providing the certifications and assurances referenced therein as detailed in the attached documents.

Sub-recipient (PRINTED NAME)	DATE
SIGNATURE	

ASSURANCES AND CERTIFICATIONS

The New Mexico Department of Workforce Solutions (NMDWS) will not award a grant or agreement where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under the Agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

By signing the face sheet of this Agreement, the Grantee is providing the above assurances and certifications as detailed below:

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.**

The prospective primary grantee certifies to the best of its knowledge and belief, that the grantee and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary grantee is unable to certify to any of the statements in this certification, such prospective grantee shall attach an explanation to this proposal.

B. CERTIFICATION REGARDING LOBBYING- Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this Agreement, the Grantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, additionally the LWDB may be subject to suspension of payments or termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about —
 - i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
 - . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:
 - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

- d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition of the award of financial assistance from the USDOL under Title I of WIOA, the Grantee assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;
- b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the Grantee makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

3. FINANCIAL CAPABILITY CERTIFICATION

- a. The Grantee certifies the organization has a financial management system capable of tracking and accounting for WIOA funds received and disbursed.

- b. The Grantee certifies the organization has the fiscal capability of providing services pending payment or reimbursement.
- c. The Grantee certifies the organization has resolved all questioned/disallowed costs from prior monitoring or audit reviews.
- d. The Grantee certifies all prior year audits have been resolved.

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

EXHIBIT C
INDIRECT COST RATE AGREEMENT

Exhibit D – Budget Information Summary

The budget information summary will be included in a subsequent amendment to this agreement. The delayed award notice from DWS does not provide sufficient time for the Sub-grantee to development the budget information summary.

**Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM**

This form is required by the New Mexico Department of Workforce Solutions (NMDWS) to fulfill federal requirements under the Federal Funding Accountability and Transparency Act (FFATA) Sub award Reporting System (FSRS). FFATA reporting is a requirement for sub awards of federal awards in excess of \$25,000. The FFATA requires information on federal awards to be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements, contracts, and subcontracts. The FFATA does not require inclusion of individual transactions below \$25,000. The information below is required before the Agreement can be executed.

Part I.

A. Subcontractor's Central Contractor Registration (CCR) Number and Dun and Bradstreet Data Universal Numbering System (DUNS) Number

To Be Completed by Subcontractor

* - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

Are you registered in CCR (<http://www.ccr.gov>)? Yes No

The CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements and other forms of federal assistance. Whether applying for assistance awards, contracts, or other business opportunities, all entities are considered "registrants." According to the [FAR 4.11](#), vendors must be registered in CCR prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement.

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name: _____

Subcontractor's Physical Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

Executive compensation information is also required. In order to determine whether or not the following information must be reported in FSRS:

a. Does your company receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts (and subcontracts) and federal financial assistance awards subject to the FFATA?

Yes No If "yes," proceed to b. If "no," provide Subcontractor Contact Information below and return to DWS.

b. Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15.U.S.C. 78ma), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes No If "yes," provide Subcontractor Contact Information below and return form to NMDWS. If "no," provide compensation information below.

Name and Compensation

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Subcontractor Contact Information (person completing form):

Type Name	Title	Date

Entity Email Address: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Board or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state Board or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Board or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

PROPOSAL SUMMARY

The proposal summary must be two (2) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

With 51 years of national experience, Arbor E&T, LLC dba ResCare Workforce Services (RWS) has built a legacy of industry leadership, serving businesses in all sectors and millions of job seekers from all walks of life. We currently deliver workforce solutions in more than 350 locations across the United States, including Southwestern New Mexico. This affords us the advantage of coordinating and communicating best practices from around the country to serve all counties within this region. Our flexibility to customize local solutions for these communities, collect feedback from job seekers, partners and employers, and identify process improvements allows us to continuously improve the system and services while elevating the mission and meeting the goals of the Southwestern Area Workforce Development Board.

Since 2017, RWS has established working relationships with job seekers and employers in Southwestern New Mexico's seven-county area. Our team's impact on the residents of the region over the last two years has been built through our LEGACY core behaviors, resulting in an established environment where we achieve excellence. We invest in professional development and training of our staff. Through goals, expectations, and dedication to our value system, we inspire employees to deliver services with integrity, respect for one another, professionalism, accountability, investment and focus on community impact. Our service model is based on the fundamental principles of **Work Smart. Do Good. Make an Impact.** We use our four focused pillars to build customized solution that is right for the local area we serve: Leadership, Collaboration, Innovation and Performance.

Leadership. We recruit, hire and develop leaders who demonstrate humility, integrity, inclusion and a passion for their work. As leaders in the industry, we are committed to using our position to introduce technology, processes and systems that advance workforce programs and communities. Our leaders are purposeful in creating an environment of hope and success that enhances the lives of those we touch. We participate in community organizations and influence policy to better assist those we serve. We have helped develop a new generation of local leaders through programs like Office Supervisor on-the-job training in the city of Lordsburg's administration offices.

Collaboration. We bolster collaborative workforce models that prioritize our commitment to "work smart" by serving as highly engaged partners in a diverse group of stakeholders who work collectively to advance communities, families and businesses. We continue to build upon partnerships that produce positive outcomes. The result is a holistic workforce system that strengthens individuals and networks that support them. In Southwestern New Mexico, RWS is part of the Workforce Talent Collaborative with the Bridge of Southern New Mexico.

Innovation. We embrace innovation as a tool to facilitate our desire to constantly "get better." Our revolutionary innovation strategies often result in workforce inventions that help transform how we work. Our evolutionary innovation strategies encourage local staff to leverage unique approaches to solve problems and develop best practices. Both innovation strategies help support



the proliferation of new ideas that help advance the workforce industry.

Service delivery through mobile devices and internet connectivity is critical to reach rural area job seekers in the under-served, remote regions of Southwestern New Mexico, especially during closures and quarantines. Our technology-based platforms provide skills development any time and in any place.

Performance. It is the result of everything we do and the realization of our company philosophy. We develop high performance standards to direct strategies and practices that improve workforce systems. We use performance measures to achieve community goals by leveraging data to make informed decisions that become the foundation for quality process improvements that “do good.”

LIFE-CHANGING IMPACTS

RWS is more than a national corporation; we are part of Southwestern New Mexico. Our Adult and Dislocated Worker Program staff are all local. We put our hearts and souls into finding solutions for peers, family members, and friends. Throughout this proposal, we have included statements and testimonials from public officials, participants, and partner employers who have felt the impact our services have had on their own lives, their families, and the communities in the region. Our services are holistic and customer centered. We meet people where they are and address all their needs to help them truly succeed and meet their goals. We invest in every county in the Southwest region. To date, we have invested more than \$55,000 in the people and small businesses of Catron County – the largest WIOA investment the county has ever seen – to ensure those residents receive the same opportunities as those who live in any other part of the region.

AN EMPOWERED REGION THROUGH INNOVATION

The customized workforce services we provide are tailored to every part of the region and are made possible through innovation. We have evolved our service delivery to flex and adapt to constructive feedback from participants, businesses served, and our own employees. Our ability to adapt quickly is what helped Southwestern New Mexico remain calm when COVID-19 forced closures and swift changes throughout the local economy. Our response plans and tools let us lead the rest of the region and country in response preparedness. Part of this success was from our experience already tailoring services to meet unique needs, as we have been adjusting to provide services in rural regions for years. During the pandemic, our innovative tools allow us to continue serving individuals and businesses with no painful transitions or lapses in service.

INSPIRED FOR FUTURE OPPORTUNITIES

In Southwestern New Mexico, we have high hopes for the future. We are providing the groundwork for future success stories in the people influenced by our service. We focus on enhancing our impact on the entire region with a “no wrong door approach” to service delivery. As we navigate the weeks and months to come, we are poised to continue providing services through re-openings, the resulting needs, and whatever comes next, and to continue growing and developing methods to best serve the region. We look forward to continuing our mission as we navigate the “new normal” with dedicated workforce partners.



Work Smart. Do Good. Get Better.

RESPONSE TO CORE MANDATORY, AND CORE DESIRABLE SPECIFICATIONS

These specifications may be found in Section IV of the RFP. This section contains information required in the submission of proposals. Excluding the Core Mandatory Specifications, offerors must respond in the form of a thorough narrative to each numbered requirement in the order in which they appear in this section. The offeror must identify, in full, the question being answered and its response to that question.

A. CORE MANDATORY SPECIFICATION

Failure to respond to a mandatory specification will result in the disqualification of the proposal as non-responsive.

(1) Obligate a minimum of 80% and expend a minimum of 40% of current year funding by the end of the third quarter of the program year.

Per the request of the Board, RWS will obligate a minimum of 80% and expend a minimum of 40% of current year funding by the end of the third quarter of the program year.

(2) Implement the state's New Mexico Workforce Center One Stop System software for customer and program reporting.

The state's New Mexico Workforce Center One Stop System software will continue to be implemented for customer and program reporting.

(3) Recruit, enroll, case manage, and place participants in Board's special project short-term trainings or cohorts in response to industry needs. Additional operational and participant training funds will be provided for such trainings.

Participants will be recruited, enrolled, case managed, and placed in the Board's special project short-term trainings or cohorts in response to industry needs.

(4) Provide services in accordance with the scope of work to the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro.

Services will be provided in accordance with the scope of work to the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro.

(5) Station staff who provide direct face-to-face service with customers at each of the workforce centers in Deming, Las Cruces, Silver City, Sierra, Socorro, and Sunland Park NM; and provide itinerant services to Catron and Hidalgo counties.

Station staff will provide direct, face-to-face service with customers at each of the workforce centers in Deming, Las Cruces, Silver City, Sierra, Socorro, and Sunland Park, and provide itinerant services to Catron and Hidalgo counties.

(6) Participate in the "Welcome Function" (see Section I.H. Definition of Terminology) services at the workforce centers.

RWS will participate in the "Welcome Function" services at the workforce centers.

(7) Provide a copy of Financial Policies

Per RFP instructions, a copy of Financial Policies is included in the Polices & Report document.

(8) Provide a copy of Personnel Policies

Per RFP instructions, a copy of Personnel Policies is included in the Polices & Report document.

(9) Provide a copy of most recent Independent Auditor's Report, if applicable

Per RFP instructions, a copy of the most recent Independent Auditor's Report is included in the Polices & Report document.

B. CORE DESIRABLE SPECIFICATIONS AND EVALUATION FACTORS

The Core Desirable Specifications has a 30-page limit. Pages beyond the limit for this section will not be evaluated.

(1) Organization's Experience (150 points)

(a) *Provide a narrative of the offeror's experience during the past two years by listing the names of the programs, purpose of the programs, start and end time of the programs, contracted dollar amounts in comparison to actual dollars expended, performance goals, and monitored and measured outcomes. Experience with WIOA programs must be cited, if applicable.*

The WIOA Adult and Dislocated Worker program in Southwestern New Mexico (SWNM) has been operated by RWS since 2017. Since transitioning into the service provider role, we have impacted the lives of 2,340 residents in the region and their families and established relationships with more than 500 businesses by providing On the Job Training (OJT), Tuition Assistance and Support Services, to help meet a spectrum of workforce needs.

In addition to the SWNM region, ResCare Workforce Services provides employment and training solutions across the country to thousands of job seekers, representing all demographics, and thousands of businesses through the operation of federally funded workforce programs, including, but not limited to, WIOA. By preparing adults, dislocated workers, and young adults to be talented workforce members, we change lives, impact communities, provide the groundwork for future opportunities, and empower whole regions with innovation.

State Rep. Rebecca Dow, in a letter of support attached to this proposal, explains, "WIOA is a critical program, not only for New Mexico, but particularly for rural New Mexico. As an elected official, I am often contacted by business owners seeking assistance with gaining and retaining qualified staff. Constituents call seeking meaningful employment. Time and time again, I find myself referring folks to ResCare as their workforce solution. ResCare has demonstrated a strong understanding of the federal guidelines, has been responsive to my requests for assistance, and has provided the support needed to help their clients reach their goals."

Below are the details of our Southwest New Mexico A/DW performance for the past two years.

SWNM Adult and Dislocated Worker Program (Program Year 2018-19)		
Purpose of Program	Start and End Dates	
Provide comprehensive job seeker, adult and dislocated worker services in the Southwest region.	July 2017-present	
Performance for Program Year 2017-18		
Contract Measure	Contract Goal	RWS Performance
Employers Served	500	521
Job Seekers Served	900	1036
Agricultural Employers Served	100	100
Agricultural Employees Served	60	124
Adult Q2 Employment	80%	76%
Adult Median Earnings Q2	\$7606	\$7200
Adult Credential Attainment Rate	64%	56.3%
DW Q2 Employment	80%	70%
DW Median Earnings Q2	\$7606	\$7920
DW Credential Attainment Rate	64%	66.7%
Performance for Program Year 2018-19		
Contract Measure	Contract Goal	RWS Performance
Employers Served	500	585

Job Seekers Served	900	1304
Agricultural Employers Served	100	101
Agricultural Employees Served	60	183
Adult Q2 Employment	80%	70.86%
Adult Q4 Employment	78.9%	79.08%
Adult Median Earnings Q2	\$8580	\$6760
Adult Credential Attainment Rate	64%	73.49%
DW Q2 Employment	75.7%	75.76%
DW Q4 Employment	71.3%	84%
DW Median Earnings Q2	\$7811	\$6965
DW Credential Attainment Rate	58.3%	69.23%
Program Year 2017-18		
Contracted Amount: \$3,168,107.00		Program Year 2018-19
Amount Expended: \$2,013,385.18		Original Contracted Amount: \$2,581,916.00
		Amount Expended: \$2,704,674.00

Our mission is “to impact communities for the better, creating optimal environments through attentive and quality service principles, so people can live their best life.” With five decades of experience, navigating the transition to WIA to WIOA, we have stood the test of time and learned how to improve the services we offer to our funding partners, businesses, and job seekers. The table below demonstrates our performance in aggregate for our WIOA adult, dislocated worker, and youth programs nationwide. We operate 47 WIOA Adult and Dislocated Worker programs and 28 WIOA youth programs.

National WIOA Performance (Program Year 2018-19)		
WIOA Measure	Average Contract Goal	RWS Average Performance
Adult Q2 Employment	75.00%	80.85%
Adult Q4 Employment	72.50%	78.03%
Adult Median Earnings Q2	\$5,538.00	\$6,668.00
Adult Credential Attainment Rate	65.00%	68.76%
DW Q2 Employment	78.00%	82.97%
DW Q4 Employment	78.49%	84.04%
DW Median Earnings Q2	\$6,714.00	\$7,972.00
DW Credential Attainment Rate	67.00%	75.13%
Youth Q2 Employment/Education	68.00%	79.48%
Youth Q4 Employment/Education	66.00%	74.05%
Youth Credential	62.00%	66.82%
Youth Median Earnings	\$2,710.00	\$3,231.00

RWS also currently operates WIOA Adult, Dislocated Worker, and Youth programs in seven regions in Texas. Our contracted performance requirements align with the State’s Monthly Performance Report (MPR) standards, which include 21 measures specific to each population:

- Rates of employment at the 2nd quarter after exit
- Median earnings during the 2nd quarter after exit
- Credential attainment rates
- Employers assisted
- Unemployment Compensation Claimants Employed within 10 Weeks

Performance information for two regions in Texas is as follows:

Rural Capital, Texas (contractor since 2007)	
Contracted Amount/Amount Expended (Program Year 2017-18)	Contracted Amount/Amount Expended (Program Year 2018-19)
\$5,700,000/\$5,319,810	\$5,940,807/\$5,236,227
Performance 2017-18:	Performance 2018-19:
Met 92.31% of state contracted measures	Met 93.33% of state contracted measures
North Texas (contractor since 2011)	
Contracted Amount/Amount Expended (Program Year 2017-18)	Contracted Amount/Amount Expended (Program Year 2018-19)
\$2,528,000/\$1,971,840	\$2,400,041/\$1,627,948
Performance 2017-18:	Performance 2018-19:
Met 80% of state contracted measures	Met 100% of state contracted measures

(b) Provide a narrative on the offeror's experience in providing services relative to developing working relationships with employers, training, social services, and case management. Experience in WIOA programs should be cited, if applicable.

WORKING RELATIONSHIPS WITH EMPLOYERS. Our Adult and Dislocated Worker program in the region performs outreach to all seven counties, six of which are rural. We executed more than 100 on-the-job trainings (OJT) last year, making it one of the largest OJT programs in our corporate footprint.

Our largest employers in **Grant County** – Phelps Dodge, Chino, Tyrone, and the Santa Rita mines – furloughed staff recently due to COVID-19 and we are working with Western New Mexico University to develop skills training and short-term programs related to open positions to re-employ these individuals in professions such as welding and electrical. In total, approximately 1,200 people will be furloughed or laid off and we will be charged with finding them new employment and providing the skills they need to succeed in those positions.

Other relationships with employers include the construction apprenticeship model we operate with **Tierra del Sol Housing Corporation** and a special **Dona Ana County** project – the **Film Las Cruces Initiative** – we are developing to assist the growing film industry in the region by creating a robust workforce in the media arts field.

In early October, we also took part in conversations with **Virgin Galactic** in **Sierra County**, as they were seeking to fill two aerospace mechanic positions. This discussion was the catalyst for us to partner with the Eastern New Mexico Board for recruitment, as they are the only region in the state that has an Aviation Mechanic program. This was the first cross-region workforce partnership for enrollment, recruitment, and placement in New Mexico. The Eastern board helped us collect documentation for eligibility determination and gather signatures for contracts. Unfortunately, COVID-19 put these plans on hold, but once stay-at-home orders are lifted, we will continue with OJTs and customized training related to this partnership.

In the **Sunland Park /Borderland Area**, we partnered with **Stampede Meats** to create two OJT opportunities, and are working with their HR Manager, our Wagner-Peyser partners, and DACC to develop customized training courses, such as meat cutters and food inspectors.

Our next endeavor is partnering with the unique **Quemado School District** in **Catron County**. We discussed rolling out a similar initiative to the Alternative Licensure pilot program in Dona Ana County. Currently, we are working with utility companies in Catron County, assisting with OJT opportunities for those who seek to find employment in their own communities.

Hidalgo County has been a host to employment opportunities in the hospitality industry. We have contracted with hotels to provide OJT to people seeking to work in Hotel Management. We have been able to provide OJT opportunities to those seeking employment in Law Enforcement with the **Hidalgo County Sheriff's Office**, helping to build a safer, stronger community.

Law enforcement opportunities are blossoming in **Luna County**, thanks to our OJT program with training support from the county and the City of Deming. Deming is also a hot spot for students telecommuting to classes at **WNMU**. Just this year, 64 Luna County residents received assistance with tuition and books to pursue or continue higher education through WIOA ITA and Support Services.

Solaro Energy is a green energy tech company that has trained and employed **Socorro County** residents for the past three years, using our OJT program. Not only are we helping to contribute to a stronger economy, we are finding employers with powerful missions and even greater career opportunities in growing industries.

“This Program has allowed me to expand to a level never imaginable. I think that of the primary reasons we have been successful is because of the support I get from everyone ... This team has gone beyond what it required. I appreciate all the mentoring and help they provide.

– Christian Lira,
Owner of Primary Wellness Corporation

RWS has built a model that impacts our rural communities. **Amanda Chevraux, General Manager at Ag Country Propane**, noted: “I have been working with Workforce Solutions since March of 2019 when I was approached by James Fielder, who personally appeared at our business location to promote the program. He is extremely knowledgeable about the program and has gone above and beyond to assist us with navigating the trainings. Workforce Solutions has assisted our small, locally owned business grow from 7 employees to now 12 and growing. Our locations are over 2 hours away from any Workforce Solutions office, but yet James and Cheyenne have made us feel like we are right next door as they do not hesitate to make the commute to handle business face to face. I would highly recommend to any business to work with this program to improve wages and assist employees with their employment growth. Workforce Solutions not only assists us with improving the lives of employees with competitive wages but has assisted us with obtaining CDL licenses, rent assistance, and childcare assistance that is highly needed in these rural areas.”

TRAINING: Collaborative relationships are vital to our ability to provide training opportunities to those we serve. These relationships have contributed to the fact that RWS is the only service provider to ever have provided WIOA services in every county of this region. We utilize a number of tools to facilitate the employer-based training we offer, which provide training to individuals in need of up-skilling that are related to jobs in particular fields and even particular positions and they include OJT, transitional jobs, and ITAs. We have launched an Alternative Licensure Pilot initiative with Las Cruces Public Schools. Through this partnership, we sought policy changes to allow us to provide licensures to teachers who already held bachelor's degrees to fill the education gap and attract teachers to New Mexico. Through our dedication to this partnership, Southwest New Mexico is the pioneer in sector innovations. We are the only region in New Mexico, currently providing Alternative Licensure opportunities through WIOA.

In addition to those training opportunities, the following employers are a small example of notable OJT placements in the Southwest.

- **Bosque Brewing Company.** We currently have two OJT participants for managerial

positions at this new, local micro-brewery in Las Cruces.

- **Mesilla Valley Community of Hope.** We assisted eight participants in becoming employed as case managers at this non-profit homeless shelter in Dona Ana County.
- **Grant County Assessor's Office.** We assist in training new county appraisers and work with Grant County government offices to develop talent to sustain this small community.
- **AG Country Propane, in Catron County.** Through our OJT program, we have vetted and assisted with training two managers who oversee propane delivery and maintenance.
- **City of Lordsburg, Hidalgo County.** We have helped facilitate a first line Office Supervisor OJT. We also provide OJT's to the City of Lordsburg's administration offices to help train the next generation of local leadership.
- **Truth or Consequences Riverbend Hot Springs Resort in Sierra County.** At a job fair, we developed a relationship with this local resort and found the qualified staff they needed for a supervisor position, supporting the business and a job seeker in need of OJT.

SOCIAL SERVICES: Our A/DW program in SWNM is focused on supporting individuals who are hard to reach. The geographic challenges are universal, but we have been successful in serving these areas in ways not seen in the past. With a detailed plan and personal dedication, we help residents of these areas overcome barriers to employment.

Among the support services, we have experience facilitating childcare. RWS staff assisted the region in developing and transforming policies to provide childcare assistance, as needed, to those we serve. Similarly, we created and adapted a policy to provide transportation assistance. RWS programs in SWNM have also assisted participants in receiving car repairs and hearing aids, among other needs. We connect people to resources and provide remediation for any issue that keeps them from getting a job or going to school.

To address other priority populations requiring social services, RWS has partnered with several organizations that help meet those needs. In Luna and Dona Ana counties, we partner with the state H2A/H2B program. We work closely with the TANF (Temporary Assistance to Needy Families) provider – Creative Workforce Solutions (formerly SL Start), Roadrunner Foodbank, Gospel Rescue Mission, and the Mesilla Valley Community of Hope homeless shelter, among others.

Southwest New Mexico has a high population of Migrant Seasonal Farmworkers. Luna County and Dona Ana County are considered “Significant Offices.” Each year, in **Hatch, NM**, we work with our Wagner Peyer and **NFJP, National Farmworker Jobs Program** partners to host a Migrant Seasonal Farmworker Fair. The event is held in Spanish and provides farmworkers with information on seasonal job opportunities, immigration information, WIOA, and NFJP services, resources with colleges and Universities like NMSU's – CAMP-College Assistance Migrant Program, as well as other resources like food banks and community closet.

Southwest New Mexico has a high population of Migrant Seasonal Farmworkers. Luna County and Dona Ana County are considered “Significant Offices.” Each year, in Hatch, NM, we work with our Wagner-Peyer NFJP National Farmworker Jobs Program (NFJP) partners to host a Migrant Seasonal Farmworker Fair. The event is held in Spanish and provides farmworkers with information on seasonal job opportunities, immigration information, WIOA, and NFJP services, resources with colleges and Universities like NMSU's CAMP (College Assistance Migrant Program), as well as other resources like food banks and community closets.

CASE MANAGEMENT: We utilize our state system, New Mexico Workforce Connection Online

System, (NMWCOS), to document case notes for all participant contact and follow-ups with active participants, which are required every 30 days. These contacts are also tracked in RWS' system, ResCareWORCS™. The philosophy that guides our case management is relationship building. To that end, staff are trained on motivational interviewing and in-depth needs assessments to truly connect with the individuals we serve on a personal and candid level.

Nationwide experience providing thorough case management has informed several of the standard operating procedures that exist in the library/collection our local team uses to train and help our local team create a quality case management system. In addition to having written procedures in place for case management, case managers – our Talent Development Specialists, also operate in every office location in the region. Our quality assurance team also reviews staff work to advise that procedure is followed, and notes and reporting are handled correctly and efficiently.

The support we provide is made possible by our foundation of person-centered service displayed through case management. All new hires for RWS WIOA programs receive thorough training around customer-centered case management. The guiding principles of that training include:

- **Build Rapport:** Talent Development Specialists (TDS) shall follow our Legacy in Action Customer Experience principles and practices.
- **Understand Needs and Barriers:** Using comprehensive assessments, the TDS shall recognize and address the barriers and roadblocks to employment through the development of the Individual Employment Plan (IEP). The TDS shall continually “triage” the participant to determine if there are additional barriers to be addressed.
- **Coach:** Using the IEP and career planning, the TDS shall help participants set realistic goals and achievement timeframes related to career and training services, life skills development, and services provided by partners.
- **Motivate and Support:** The TDS shall use the participant’s motivation for change to keep the participant focused on completing activities and attaining goals. The TDS shall recognize the successes and achievements made by the participant, including accomplishing incremental goals.
- **Equip & Empower:** Using guidance counseling, support services, and referrals to partners, the TDS will help the participant overcome personal obstacles that may prevent the completion of planned activities and services.

(c) Describe the resources the organization brings to the workforce system that will assist in the coordination and delivery of services and how the organization will support the work of staff and programs.

Our human resources are the most personal and impactful resource RWS brings to any workforce system we serve. All Southwest New Mexico staff are local to our service area. The people they serve are not case numbers or statistics or percentages of a goal – they are peers, friends, and family. To assist them in the delivery of services, we bring other resources built on a strong organizational foundation.

ResCare is a member of the **Workforce Talent Collaborative** with the **Bridge of Southern New Mexico**. This collaborative is important to our community as it is business led and education focused and unites educational leaders in Dona Ana County. As a critical part of higher education support, we are front and center in community conversations and employment solutions.

We are in the beginning phases of an initiative with the **City of Las Cruces' Economic Development** team. The initiative includes supporting local business workforce needs through COVID-19 grants and WIOA, through which we will increase support by hosting hiring events, securing qualified applicants, and creating training opportunities.

Local RWS staff relies heavily on our corporate experience when undertaking local initiatives, especially in regard to federal compliance. Our various corporate departments, including Human Resources, Legal, Service Delivery, Regional Directors and others, provide structure and decades of national expertise to be sure every opportunity we approach is built on sound practice and every local staff member has any support needed to provide the most efficient service possible.

Offering person-centered services means we also provide an innovative approach to people-centered policies. We use data collected from the One Stop and support from operations in the rest of the country to provide policy samples for the Board to guide how guidelines adapt to allow us to provide better solutions for the individuals we serve. Just recently, we helped facilitate approval of a new transitional jobs policy that will help us provide time-limited, paid work experience to individuals in SWNM who have been chronically unemployed or have inconsistent work history, making it difficult to obtain employment without a referral or strong support.

In addition to policies and procedures, we bring an array of proprietary and technological tools to the local workforce system. One tool that sets us apart, our Quick Base application, allows us to track every aspect of our service delivery. In as little as two minutes, we can report how many OJTs and ITAs we are supporting, how many obligations exist at that moment, and how much everything costs. Our reports pulled from Quick Base are up-to-date, accurate, and can be provided directly to funders. The following is a summary of the tools used by our local staff and nationally by our company of WIOA experts:

Weekly Team Huddle Calls: Regional Director Janette Dunn holds weekly calls with the Project Director to review program services, program performance, contract performance, budget, and discuss challenges and solutions and staff training needs to increase performance.

Internal Communication Plan: The Project Director manages an Internal Communication Plan that outlines the types and frequencies of meetings with the leadership team and staff, including a morning huddle with all staff; weekly meetings between TDS and Business Services Consultants (BSC) for job matching and direct placement opportunities; and bi-weekly meetings between TDS and supervisors to review status of participants in job search, training, and placement.

Standard Operating Procedures (SOPs): SOPs have been developed for all tasks to ensure staff have the tools to serve participants and data management and documentation are consistent.

Posting Performance Charts: The Quality Assurance Analyst creates weekly performance charts to track actuals against goals for enrollments, placements, and credential attainment. This

“

The WIOA has a statement they use quite often, 'Earn as you Learn.' I can honestly say this statement is exactly what happens, and it benefits both the employee and the employer.

– Mary Ann Luevano,
Owner/President of
Glitz School of Cosmetology

”

ensures that all staff know how the project is performing.

Performance Tracking System (PTS): At initial contract award and for any subsequent modifications affecting performance requirements, RWS identifies all measures in a shared database and sets up a rolling 12-month tracking matrix. Each month, the Project Director updates the database with real-time performance information. The PTS report is reviewed by the Regional Director and Vice President and calls are held with any project that has deficiencies to collaborate on solutions and determine if additional resources from the Service Delivery Team are needed to assist the project in exceeding performance expectations.

Business Intelligence Dashboard (BI): RWS operates and reports all aspects of a project's functions, challenges and successes through the BI Dashboard. The dashboard pulls data from our fiscal, human resources, and performance management systems. In this way, we keep "everyone in the know" through all levels of leadership. The dashboard is the foundation used to report on the status of fiscal expenditure, staff levels, quality management, and contract-specific performance measures on a monthly call. The call is conducted by the President of the company, Mark Douglass, and attended by all department heads, Vice Presidents, and Regional Directors.

Quality Measurement Tool (QMT): The QMT is a quarterly assessment completed by the Project Director and leadership team to assess operational conformance to federal, local, and funding requirements, and to company policies and procedures. QMT is designed to facilitate the continual improvement of contract and project performance by identifying opportunities for improvement. A project may also be selected for an External QMT review completed by subject matter experts from the Service Delivery Team. The results of the QMT are reviewed by the Regional Director, Vice President, and President, and are reported to the RWS board.

Customer Feedback: RWS consistently develops feedback loops in our programs, through partners, businesses, and customers, to capture data as a means of driving system improvement. Our world-class customer-experience training, Legacy in Action, creates a common purpose across all team members, regardless of funding source or line of reporting, driving a culture of performance and high-quality service delivery throughout the system. Legacy in Action includes online customer satisfaction surveys that collect highly valuable feedback that we share with team members to discuss outcomes in team management meetings. As feedback is collected, our team analyzes it for continuous improvement and reacts promptly to concerns to ensure service recovery. We provide satisfaction surveys for customers to garner feedback from job seekers throughout the region. We follow up with employers that we host in-house events for, to obtain immediate feedback to ensuring continuous improvement procedures. All feedback is documented so that trends and improvements are made.

Corporate Site Reviews: We use site reviews documented in Quick Base, an application development platform, to observe programs, note strengths and deficiencies, and log activities with approvals and denials. The approval workflow allows shortcomings to be addressed and resubmitted. Subscription reports are disseminated to keep stakeholders informed during the approval process. A robust set of exception reports exist to identify records that may fall out of tolerance, such as missed milestones, delays in processing, etc.

In addition to Quick Base, we utilize the Semi-Autonomous Research Assistant (SARA). SARA is a mobile-centric, interactive participant communications and engagement platform that conducts and manages day-to-day participant tracking, follow-up, and case notes. This tool automates enough case management reporting that our TDS can focus more on offering guidance and counseling and less time on data entry. SARA's intensive and consistent client follow-up

provides staff with real-time information needed for timely intervention and it is fully integrated into the state's VOS system.

(d) Provide the most recent program monitoring report to demonstrate program performance. WIOA programs must be included their WIOA program's report, if applicable. (This must be provided as a separate attachment that is not counted toward the page limit in this section, and submitted in accordance with Section III.D.)

Our most recent program monitoring report is provided as an attachment on page 36. The report demonstrates our expertise and commitment to manage and oversee the Adult and Dislocated Worker program in accordance to local, state, and federal regulations. We accomplish this goal through the development of our Standard Operating Procedure Manual, our Quality Measurement Tool, and our in-depth training program for all staff. Our efforts have ensured our monitoring resulted in zero disallowed costs and minimal adjustments.

(e) Provide a past record of federal and/or state grants management that includes information of any disallowed costs for the past (5) five years.

Due to the scope and size of our organization, we manage \$244 million dollars in federal, state, and local funds. As the incumbent A/DW provider for SWNM for the past three years, we have only had one instance of disallowed costs. This disallowed cost was \$2,500 in our first year of service and was due to a misinterpretation of verbal training. To address the issue, we assisted the Board in providing more clear definitions of policy and re-trained staff appropriately.

(2) Management and Staffing (125 points)

(a) Provide an organizational chart that includes the WIOA Adult & Dislocated Worker service programs. Indicate whether the positions are full-time equivalent, part-time, or tele-work positions.

Our organizational chart on page 90 depicts the organizational structure of the Project Accountant (Monica Silva), Quality Assurance Analyst (Eric Rivera), Business Services Supervisor (James Fielder), Talent Development Supervisor (Patrick Madrid), and Human Resources, reporting to our Project Director (Yvette Bayless) who reports to our Regional Director Janette Dunn. One Accounting Specialist reports to the Project Accountant. Three Business Services Consultants report to the Business Services Supervisor and seven Talent Development Specialists report to the Talent Development Supervisor.

(b) Provide a brief description for each member of the management and supervisory team that will work in this program. Describe their job, title, credentials, experience, and length of employment with the organization.

All RWS staff in SWNM are local to our service areas. They have unique local knowledge and are embedded in the communities we reach, investing in and caring for residents with a mission to uplift and serve each community in which we are invested. Since 2017, they have performed this exact scope of work and expanded the services and solutions it provides.

Name	Job Title	Credentials	Experience	Length of Employment
Yvette Bayless	Project Director	<ul style="list-style-type: none"> Linguistic Anthropology/Early Childhood Education Bilingual 	15 Years Operations Management/Banking	3 years
Eric Rivera	QA Analyst	<ul style="list-style-type: none"> A.A. in Business Administration 	10 Years Management/Banking	3 years
Monica	Project	<ul style="list-style-type: none"> A.A. in General Studies 	19 Years Accounting	2 years

Silva	Accountant			
James Fielder	BSC Supervisor	<ul style="list-style-type: none"> A.A. in Paralegal Studies/Business Administration 	12 Years in Business Services/ Management/ Paralegal	3 years
Patrick Madrid	TDS Supervisor	<ul style="list-style-type: none"> B.A. in Human Resource Management 	6 Years Management Experience/Banking	1 year

(c) Provide a brief description of your managements' experience in the delivery of services and how they are advantages to the performance of this program.

In addition to being local to SWNM, our staff members are experienced in the delivery of top-notch service. We have built relationships with the adults and dislocated workers in all seven SWNM counties and rapport with businesses in each of those counties. We have integrated ourselves in organizations influential in and impacted by our work. Project Director Yvette Bayless is the former chair of Amigo Ambassadors, with the Las Cruces Hispanic Chamber of Commerce and an Honorary Lifetime Executive Committee member.

In addition to working and seeking out involvement in the community, we take the initiative needed to craft detailed plans to help us provide the kinds of services which impact each community and lay groundwork for future workforce system successes. We open doors in each community we serve, and we invest in the people and communities in every single corner of our region. In parts of the region, such as Catron County, that have previously been underserved in terms of A/DW services, and where small populations are spread across large geographic space, we have the abilities – through remote service delivery, access points, and mobile staff – to ensure all residents receive quality services and are provided opportunities to thrive. In PY 2019-20, RWS met our program goals in these counties, which had never been done before. Our Business Outreach team works in all seven counties of the region, helping employers find employees who match their needs.

On top of these local initiatives during our tenure, local staff have support on a national and corporate level that includes best practices, focus groups, legal guidance, and government relations to stay abreast of policy and protocol on every level of WIOA service and performance. That support and expertise is also why the RWS COVID-19 response only weeks ago quickly became a model used throughout the state as businesses closed, and service models needed to change. Now, as the state re-opens, our return to work plans and health screening are being replicated across the region so service providers and partners can get back to business.

Our staff routinely sets precedents for performance for the rest of the state and prides themselves on quality assurance and self-monitoring, including with some of the techniques mentioned below that have been developed since taking over the A/DW program:

- 100% review of all case closures prior to exit. This has long-term impact on all performance measures, areas of focus are acquired employment information, measurable skills gain, and credential entry. Case notes are reviewed to determine if substantial enough action has been taken to obtain these results.
- Real time, active case load monitoring utilizing ResCareWORCS – our participant management and data collection tool – to track program status, follow ups completed, employment information, and Q2 earnings on exiters.
- Reporting on employment rates in real time based on quarterly follow ups completed in our state CMS and monthly monitoring of these cohorts up to the final deadline.
- A continual training process for all team members around performance goals, what

- standards are required of them, and how those standards impact performance directly.
- A team member whose duties include dedicated monitoring of performance reporting and the development and implementation of processes like these.
- Consistent communication with team members regarding team results and how their individual production has impacted that relationship.

(d) Provide a narrative of how management will self-monitor the following: contract deliverables, budget, customer service levels, participant eligibility documentation, employer eligibility documentation, case notes, participant and employer follow-ups, and financial reporting and reimbursement requests.

Efficient monitoring is essential to our service delivery process. Monitoring and quality assurance are rooted in our program design, staffing, and the culture we instill in and expect from staff members. With the basis being our LEGACY culture, we consider Quality Assurance one of our proudest SWNM accomplishments and our programmatic monitoring structure is multi-leveled to track every aspect of performance.

CONTRACT DELIVERABLES:

Active case load monitoring utilizing our WORCS database to track program status, follow-ups, employment information, and Q2 earnings help staff keep track of targets and deliverables. Reporting is conducted in real-time, based on quarterly follow ups and monthly monitoring. Staff are all trained on performance goals, standards, and how those standards impact performance directly. We also facilitate consistent communication with team members regarding results and how their individual production has impacted outcomes.

BUDGET: To self-monitor the program budget, the Project Accountant conducts bi-weekly financial forecasts to predict and drive fund utilization. Budget reviews, including fund utilization and line item analysis, are conducted monthly with the Project Director and Regional Director to determine strategies. Budgets are also reviewed at the corporate level, by the Business Manager, fiscal team and operations team. Fund utilization is captured in our fiscal software, expenditure database and performance reporting structures. Underutilized projects receive individualized assistance from our Director of Performance Optimization at the corporate level. Our Regional Business Manager works with our local Project Accountant on an ongoing basis to ensure expenditures are within budget limits and WIOA allowable.

CUSTOMER SERVICE LEVELS: Customer service levels are measured, and expectations set based on customer feedback surveys, specifically the survey aligned with our Legacy in Action system. Results from those surveys are included in the table to the right. In addition to scores, our system allows for participant comments. As a company dedicated to continuous quality improvement and excellent customer experience, we read comments and take them a mechanism to improve our process, staff training and service delivery efforts.

LEGACY IN ACTION SURVEY DATA	DEC 2017 - APRIL 2020
Number of surveys	776
Indicated they received a “good greeting” from staff	770
Rate the courtesy and professionalism of staff as “good” or “excellent”	95.0%
Rated the facilities and equipment as “good” or “excellent”	92.4%
Indicated that various service options were discussed with them	93.9%
Indicated that staff were helpful	95.6%

PARTICIPANT AND EMPLOYER ELIGIBILITY DOCUMENTATION: Using a common tool, the TDS prepare enrollments and program documents for participants and the BSCs prepare OJT

documents for review. The first review is conducted by the supervisor for the respective team, with the specific focus depending on whether the documents are for participants or employers. TDS documents and reviews cover enrollments, Individual Training Accounts (ITAs) and Support Services. OJT and incumbent worker/customized training programs are covered in BSC documents and reviews. All enrollments and program documents then go to Quality Assurance for final review prior to submission to our accounting team for a final review of any monetary impacts. The accounting team sends the final documents to the Board. This process weeds out the vast majority of any potential monitoring findings. We provide consistent training regarding any error trends that arise.

PARTICIPANT AND EMPLOYER FOLLOW-UPS: We review every case prior to exit. Our areas of focus are acquired employment information, measurable skills gain, and credential entry. Case notes are reviewed to determine if action has been taken to obtain the needed results. Follow-up with participants and employers is conducted routinely. Communications are tracked in Quick Base and feedback is collected via customer satisfaction surveys, namely our Legacy in Action survey, which is easily accessible online. Results are tracked automatically, and reports can be pulled to compile data or review individual comments.

FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS: Our local fiscal team is fully trained per local fiscal policy and procedure, as well as our corporate fiscal department policy and procedures. We manage our financial responsibilities to be in complete compliance with all federal, state, and local regulations. All expenses are managed through a “full revenue cycle” accounting procedure within corporate accounting software, from incurrence of the expense to invoicing. The local Project Director, Project Accountant, and Regional Business Manager review all journal entries, the general ledger to determine accuracy of expenses and allocation across programs. The invoice is reviewed against the general ledger to ensure all items being invoiced are accurate. Our Regional Business Manager reviews all journal entries, the general ledger, and our Income Statement prior to invoicing.

(3) Training (125 points)

(a) Describe the methods that will be used to train staff with regulations and policies, the completion of forms, use of the Geographic Solutions New Mexico Workforce Connection Online Software, case management methods, and quality assurance. In addition, list and describe the other types of staff trainings that will be offered.

Staff are all trained regularly on every aspect of service delivery, including regulation and policies, forms, use of required software, case management, and quality assurance. Our local training is advised by national best practice and experience working in SWNM since 2017. Training is delivered on a daily, weekly, and monthly basis. We determine training topics in various ways, error trends we observe in monitoring, topics that Quality Assurance is receiving common questions on, topics selected by the team, and topics requested by the Board.

REGULATIONS AND POLICY: Our extensive local library of SOPs offers a foundation for staff training. These documents exist on an electronic shared drive and are used by our entire team. Our Quality Assurance Analyst assesses them every quarter to ensure everything is up to date. When a policy is updated, our team is informed and trained in whatever new protocol needs to be implemented to adhere to changes in information to be sure everyone is in the know.

Aside from training called for by policy updates, our entire A/DW team is trained once a month and all new implementations are discussed in that forum. The modification of this training

meeting to accommodate COVID-19 responses is also an innovation we are proud of as it displays not only our professionalism, but our ability to act on our feet and continue to do the needed work despite barriers and setbacks.

GEOGRAPHIC SOLUTIONS NEW MEXICO WORKFORCE CONNECTION ONLINE SOFTWARE, COMPLETION OF FORMS AND CASE MANAGEMENT METHODS: We fully utilize the state system for all program and case management tracking. We have completed training specifically on data entry and data quality, case note quality, Individual Employment Plan development, and effective assessment interviews.

QUALITY ASSURANCE AND OTHER STAFF TRAINING: For all A/DW staff, we offer a fully developed menu of training, cross-training, and ongoing development structured around foundational training, job-specific certification, and project-specific training and learning. Additionally, through our national Adult and Dislocated Worker Community of Practice, staff participate in monthly video meetings and have immediate access to RWS peers across all projects who serve these populations and the best practices and knowledge they possess. Staff receive a host of trainings to improve overall operation as part of our annual compliance training, including HIPAA; You're Safe, I'm Safe behavior support; Embracing Diversity; and others. During onboarding, each SWNM team member receives comprehensive training on WIOA Title I rules and regulations, including Wagner-Peyser and WIOA eligibility and enrollment requirements. The table below details specialized and ongoing trainings:

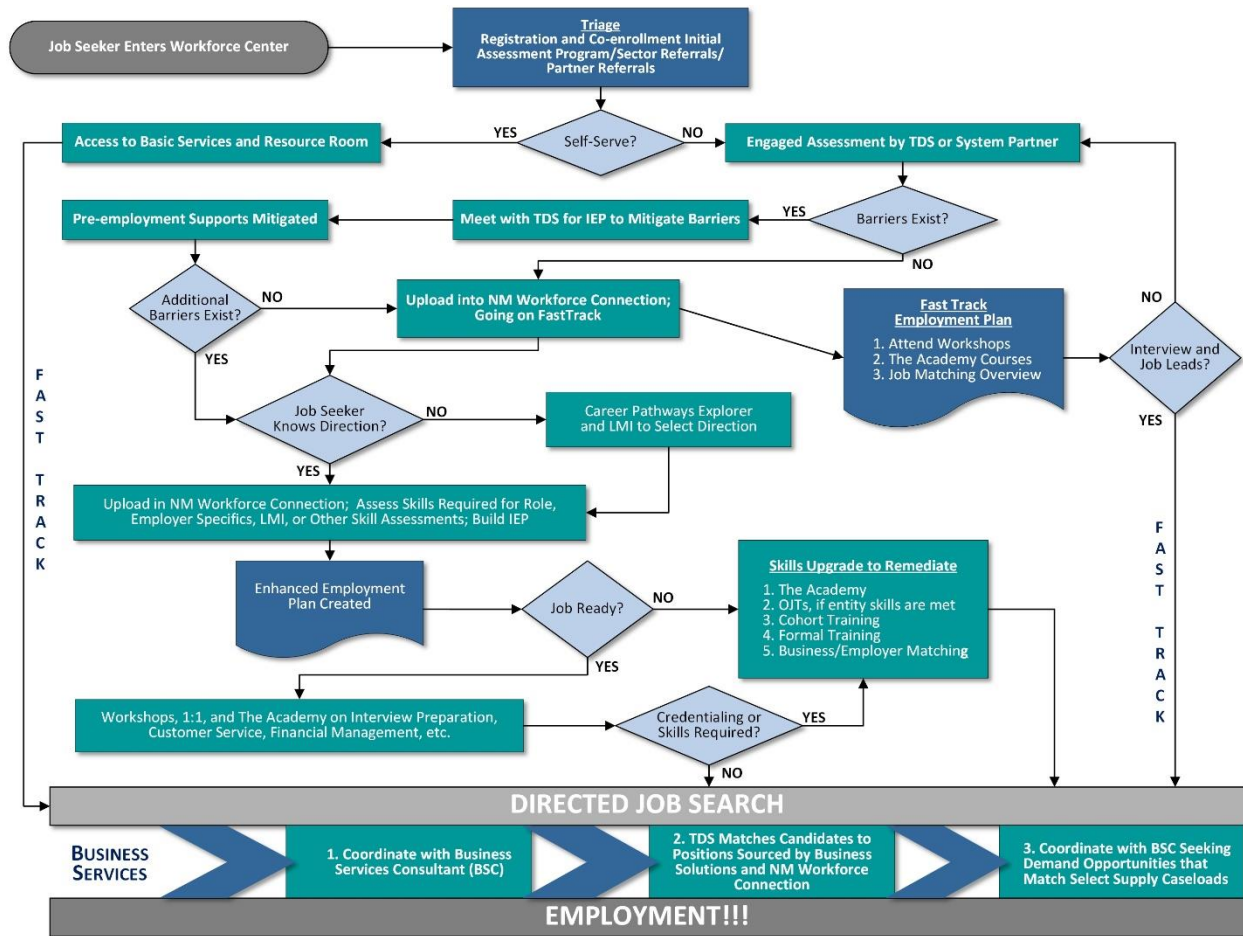
Trainings
Our Talent Development team is trained in career advising, developing employment plans, using the state systems, and case management. All staff complete the Talent Development Certification course to reinforce our talent delivery concepts, including assessments, career planning, case management principles, case noting, required documentation, follow-up and retention, and outcomes.
Our Business Services Consultant Certification curriculum was designed to coach staff on techniques and provide tools to prepare business solutions consultants to accurately assess the business needs and respond with solutions. These sessions require staff to research LMI; discuss, strategically plan, and develop critical deliverables necessary to serve the business community; and ensure performance objectives are met. Tier 1 training is available as an e-learning curriculum on RTS. Tier 2 training is a four-module customized training provided to staff at the career center or via webinars by a member of the national business solutions team.
Staff are also trained on targeted special populations, including veterans and justice-involved individuals. Staff receive training on working with individuals who speak limited English. Staff also participate in our comprehensive Opening Doors to Employment for Job Seekers with Disabilities . Frontline staff participate in our former offender training, Navigating the Transition from Corrections to Work , which was developed to enhance the programmatic expertise of our workforce professionals who work with this population.
RWS has developed new curricula for Sexual Harassment Prevention and Human Trafficking Training , as well as in-depth Resume Training , Interview Preparation Training , LGBTQ+ training , and Justice-Involved Training .

Further, our robust training includes courses in business skills, compliance, leadership, personal and professional development, and management training. ResCare employees may take advantage of online courses, increase knowledge, and encourage professional development of team members. Our standardized learning platform, the **ResCare Talent System**, ensures training is consistent across all operations, which makes our processes measurable; curriculum and content can be updated immediately, making us highly flexible; and all completed training is automatically tracked, which ensures peak compliance documentation. RWS invests in its people to ensure job seekers receive quality services with meaningful outcomes.

(4) Program Narrative (350 points)

(a) Service Delivery Strategy

This depiction of our service delivery process visualizes the steps our A/DW program participants move through, from program entry to employment.



i. Describe the eligibility, assessment, case management, and counseling services that will be provided to adults and dislocated workers in an integrated system.

The service delivery strategy our talent model represents is built on the belief we can open doors in the communities we invest in, especially those in rural counties, with the goal of uplifting individuals so they can succeed, but also improve their families and communities, whether all of that happens inside one of our offices, at a designated community access point, or remotely.

ELIGIBILITY: Our eligibility process is based on thorough and complete documentation. Individuals interested in participation after orientation to our services complete the WIOA eligibility and onboarding process with a Talent Development Specialist. We explain the purpose of our program and assist with or suggest the easiest way for each adult or dislocated worker to obtain/compile required eligibility documentation. Currently, with stay-at-home orders in place and potentially beyond, depending on the changing workforce landscape, we are offering orientation and eligibility determination remotely, via phone call or online. Our goal is to collect all required documents to certify eligibility within three to five days of beginning the eligibility process. We accomplish this by using electronic checklists to immediately provide participants with a list of required documents, collaborating with them on where to acquire each, and using third party sources as much as possible to verify information (i.e., TANF agency verify family

size/income; school records verify disability status). We have found this approach reduces job seeker stress and increases rapport with the TDS, who becomes a trusted partner in the enrollment process. This relationship is key to ongoing individualized support and progress through follow-up.

ASSESSMENT: Following orientation and eligibility determination, job seekers receive our Steps to Employment Plan (STEP) guide, which includes self-directed activities, opportunities for individualized help with career planning and employment, and referral information for partner agencies for services not directly provided by RWS. The assessments provided to help determine the needs of our customers are comprehensive and assessment tools include:

Topics	Assessment Tools
Academic Skills Level	WorkKeys ® to determine basic math, reading, and language skill levels and functioning in relationship to GED and other academic requirements, such as college entrance examinations. Prove It! , offered completely online, offers over 1,200 assessments in a variety of different fields and skill sets. Assessments can range from basic to advanced and include topics in Accounting, Behavioral, Call Center, Clerical, Financial, Healthcare, Legal, Software, and Technical environments. An evolving relationship between RWS and LinkedIn also offers participants access to additional assessments and job search resources.
Work Readiness	ResCare STEP : structured interview process to document work skills and preparedness. WorkKeys measures essential work skills needed for jobs across industries and occupations.
Occupational Skills/Work History	Prior Work History and Education identifies job experience and skills, establishes employment history, if any, and any formal skills.
Interests and Aptitudes	Career Pathways Explorer ™, a visual personality assessment through our partnership with Traitify, gives participants a better understanding of their personality as related to careers. This assessment links to O*NET and assists in understanding career aptitudes and interests related to local market demand.
Foundational and Supportive Needs	STEP identifies obstacles/barriers and teaches Change Talk to resolve troublesome feelings and insecurities which cause barriers. Trauma-Informed Care helps uncover past traumas that cause barriers to success. MoneySKILL ® and Financial Needs Analysis identify areas of financial need.

CASE MANAGEMENT: Our case management techniques are motivational, strength-based, and involve constant contact. They include referrals to a spectrum of wraparound services and truly holistic IEP planning in addition to connections to jobs. Our TDS use motivational interviewing, a customer-driven approach, to develop the IEP. They do so by asking open ended questions, listening, reframing answers, and asking follow-up questions. These techniques encourage participation, reduce ambivalence to change, and produce buy-in from the job seeker to own their plan. To ensure job seekers understand program requirements and expectations, the TDS identifies details from the customer's case files and assessments to help measure soft skills, program commitment, openness to working various shifts (if necessary), communication skills, and the ability to take direction. Job seekers choose their own career paths and identify environments they flourish in. The IEP is a thorough, strategic road map to each job seeker's selected career pathway. It includes both professional and personal goals and we link activities in the IEP to attainment of one or more of the WIOA performance measures. The TDS routinely checks in on job seeker progress and the IEP is revisited regularly.

COUNSELING: TDS facilitate career counseling to help each adult and dislocated worker set personal and professional goals based on their needs and abilities, set timelines to achieve each of those goals and the related training. Beyond career goals, they help explore life skills

development needs and identify any barriers that might not be as apparent and obtain necessary outside services to remedy them. Supportive services, including counseling beyond that which can be addressed by our TDS, are provided (as needed and in compliance with Board policies) by partner agencies. Currently, we partner with the TANF program for referrals through Wagner-Peyser. TANF participants are required to register with the workforce center in NMWCOS. Once registered, our Wagner-Peyser partners refer interested participants to WIOA Title I services.

ii. Describe strategies to provide services via technology and other means in rural communities.

Investment in every area of our service region is the key to a strong workforce program and a strong workforce system. This includes rural communities, where our persistence and adaptability are vital to ensuring we provide the exact same services and opportunities available to those who reside in more populated geographic regions with no additional costs or work for the Board. We do this with innovative platforms that can reach any customer, even those in rural areas with limited infrastructure.

We use the NM Career Solutions website to assist in determining career interests and compatibility. In addition, RWS brings the following tools and resources to deliver solutions:

- **ResCare Academy™**: an online training platform that offers thousands of free courses and credential-qualifying training in more than 100 industries.
- **Computer Essentials Online**: a self-paced, online digital literacy course to learn computer and internet skills required for college and careers
- **Money Essentials**: a self-paced, mobile-friendly financial literacy course that equips students with the tools they need to be successful at managing their money
- **Career Pathways Explorer**: an assessment tool through our partner Traitify, which determines what types of jobs best match the participant's personality
- **Virtual Orientations and Workshops**: face-to-face job readiness workshops and orientations, to inform job seekers about program services and prepare for employment
- **Virtual Job Fairs**: Virtual Job Fairs have recently been added to our service offerings for employers to reach potential applicants. Virtual Job Fairs are customizable, scalable, and 100% mobile friendly. They are designed to engage candidates and employers via a chat-based virtual environment.
- **Zoom and Webex**: customer engagement via conference call and video conference to meet the needs of customers where they are, including virtual case management. Our Service Delivery Team has been providing training on 'successful case management appointment using videoconferencing' since March 2020.
- **Legacy in Action**: online customer satisfaction survey tool
- **ResCare Talent System**: a database of more than 1,500 available staff development courses in Business Skills, Compliance, Leadership, Personal and Professional Development, and Management Training.

In addition to technology tools and platforms, Project Director Yvette Bayless created a strategic plan that allowed us to successfully provide our services in every county of the Southwest New Mexico region, including those never served before, by expanding A/DW services into Catron County in 2018 and 2019. Her plan exemplifies how we use multi-disciplinary strategies to take the initiative to address challenges rather than overlook or ignore them. The plan involved

cultivating and nurturing relationships with residents and public officials in even our smallest communities. For instance, Mayor Richard Rumpf in **Magdalena, NM**, allowed us to post our advertisements in his town and even helped create a remote access point there so individuals in his community can call-in to access our services. Access sites, satellite sites, and itinerant locations such as these throughout the region allow centrally located, office-type settings to provide services for those who cannot travel the distance to main offices.

Our response to COVID-19 has also prompted us to provide virtual orientations, workshops, career consultations, employment services, and virtual business services that can be adapted for regular use in our rural locations moving forward, including virtual training, hiring events, and job fairs. It has enabled us to hone our skills as far as offering orientation and assessment online, communicating with participants via online methods, and offering experiences online – through computers or any other internet-connected device.

iii. Describe the strategies that will be implemented in delivering career services, training, and work-based learning.

CAREER SERVICES: When providing career services, our mission is to always meet people where they are and present a menu of services which allows them to choose, with the informed guidance of staff members, which services are most beneficial to them, and which ones are most needed for them to succeed and meet their employment and life goals. TDS use regional labor market information to drive provision of personalized, informative career services.

TRAINING: Partnerships with colleges, technical schools, and employers, including businesses in high-demand industries, allow us to offer tailored and comprehensive education and training, including OJT. We fill education gaps by providing adult basic education to those who may be basic skills deficient and assist non-native English speakers and those who need help with their English skills.

WORK-BASED LEARNING: The current A/DW program has facilitated more than 180 OJT contracts in PY19. This is our most effective service provided consistently over the last two program years. Our business team's strategy is focused on relationship building, with numerous employers utilizing OJT services for more than one employee. We focus on skilled positions, pushing wages above listed averages, and working to ensure we look for upgrading the contract and further upskilling our participants, ensuring their long-term employability.

iv. Describe how the organization will ensure appropriate job placement in quality in-demand occupations.

Regional Labor Market Information, the state system, and information from Title 3 partners are all used to guide each of our job placements. In addition to research and knowledge, our BSCs form connections with employer customers to keep them abreast of the needs of in-demand industries in the region.

Our training programs are formed around regional business needs and in-demand skills. This assures individuals coming out of our training programs are thoroughly prepared for employment in the sectors that appeal to them and they have chosen to pursue. Once training is complete, they connect with a BSC who connects them to OJT or unsubsidized employment.

We also use the Marketability Assessment to assist with job searches. This is a comprehensive process to determine if an individual is job-search ready and possesses the skills after training to obtain successful employment in their field of choice.

v. *Describe how the career exploration online system “Why I Work” (www.dws.state.nm.us/whyiwork/) and the NM Career Solutions website (www.nmcareersolutions.com) will be used to enable participants in navigating labor market information with an understanding of how to interpret and analyze in-demand occupations by geographic area and their potential salaries.*

RWS does not shy away from web solutions. The career exploration online system, “Why I Work,” will be offered to all new participants to provide a realistic look at the salary they can expect based on their career pathway or industry of choice and provide a glimpse of the lifestyle it will afford them and their family. Talent Delivery staff always provide labor market information to participants as it relates to their training plans and directs them to the New Mexico Workforce Online System to further explore their options. Our Business Services team also actively uses the NM Career Solutions website by contributing to job postings, recruiting to fill positions, scouring the job seeker pool, and vetting applicants for employers.

Jennifer Johnson of Roots Counseling notes: “My interaction with NM Work and the OJT Program has been a positive and memorable time. ... All the participants that are working at Roots Counseling Center have had a wonderful opportunity, myself included. The program has shown me that I have a broader range of skills, that I am able to stand beside people that have masters degrees strategizing, giving my own input as a professional and be a part of the business/community, things that are bigger than just my own personal world. I would highly recommend the OJT program for anyone that wants to learn skills that can be utilized in the future and it is an opportunity to grow as an individual.”

vi. *Describe how participants will begin their job search process prior to completing credentialing (certificate, license, or degree) program.*

One thing that sets RWS apart from other providers is our dedication to job search and job placement from the beginning of the process. We discuss preferences, expectations, plans, and outcomes from the first steps of our process at intake and assessment. And we keep those discussions fresh throughout the development of the IEP and at every milestone check-in.

Upon completing any required credentialing, the TDS evaluates job readiness with help from the Marketability Assessment. This includes a review the participant’s resume, interview skills, life situation, and current and potential barriers. Participants are encouraged to prepare before this process to ensure they have begun this self-assessment when the TDS meets with them. We also address any barriers uncovered prior to the job search process at this step.

Once they are deemed job-ready, participants are assigned a BSC to direct them to employment in the sectors in which they have shown interest and studied. Current in-demand sectors include medical, education, and STEM fields. This direction is facilitated early in our process by IEP development, focus on specific employment, and resources that address existing social barriers.

The job search process is also guided by Business Services staff who have existing relationships with regional industry leaders. Knowledge of those business needs helps us place participants in quality employment that matches their needs and allows us to recruit for those employers in each sector field. This not only sustains and strengthens our relationships with these employers, it keeps our program’s placements up and common measures on track.

vii. *Describe the supportive service strategies to be used to address participant barriers, how frequently they will be monitored and analyzed with the participant.*

The need for supportive services to address barriers is addressed from the earliest stages of

enrollment in the A/DW program. These needs are included in forming the IEP and the successes and goals required to overcome them are included in each participant's program pathway alongside education and career goals because they are just as detrimental to success as lacking employment skills. These needs, as part of the IEP, will be addressed frequently with each participant – at any point that there is a status change, but at the very least on a monthly basis. These check-ins and discussions are part of why our TDS staff are trained to form personal relationships with participants. We are aware that discussion about some social barriers requires a deeper level of trust than career talk and the goal is always for staff to foster and nurture those relationships so interactions are truly transparent and open in a way which allows us to offer the best, most personal services possible. Because of this, each TDS will decide, based on the preferences of the participant, how these communications take place – via call, text, video call, or in-person (once social restrictions are lifted).

More recently, we were able to take initiative and demonstrate community leadership through work on policy modifications that allowed us to provide computers and internet access to participants who are attending school but unable to obtain those resources on their own. While some providers may reimburse participants who pay for their own internet services or equipment, our corporate backing allowed us to meet these needs immediately, helping the people of SWNM through a challenge rather than putting that burden on them or creating additional barriers.

viii. Describe the strategy for delivering services to customers through virtual, remote, and other services while under the New Mexico Governor's Public Health Emergency Declaration.

In light of the recent Public Health Emergency Declaration, we were able to remain the calm in the middle of a national storm. We kept our preparation and professionalism on full display. Our dependence on virtual services to reach rural customers and those with certain barriers means our familiarity with technology and distance delivery aided in our ability to be nimble and implement layers of ever-changing CDC safety guidelines and state regulations without significant challenges. We continue to provide options as orders are lifted and some facets of life are reopening and helping us to evolve our service delivery as the workforce system landscape changes nationwide to accommodate new public health guidelines.

The existence of our national network means that as soon as things started to shift, our national Service Delivery Team already had programs, policies, and procedures in place. In real-time, as closures were announced, we were able to guide the Board in structuring funds and approaches. Our A/DW program structure was in place within a day or so of stay-at-home orders. After our roll-out, the state reached out to our management specifically for guidance on staff working from home, tracking equipment, and other related logistics.

To assist RWS staff in adjusting to the new COVID-19 reality, the Service Delivery Team developed and hosted regularly scheduled webinars on topics such as:

- Best practices and tips and strategies for working from home
- Self-care, addressing anxiety
- Successful case management appointment using videoconferencing

Most recently, we have partnered with program funders to jointly lead business continuity planning as a result of the COVID-19 outbreak. This has included access to virtual service delivery options, remote staff work assignments, and an unwavering focus on health and safety for all system stakeholders. We have demonstrated a constructive navigation trajectory path and

continuity in service delivery while faced with COVID-19. We are committed to:

- Continuity of access to services in whatever form is best for the local area
- Use of technology as a platform for service delivery
- Use of learning management systems to ensure people have access to move forward with education and training
- Partnering together to ensure the highest quality services are available, guided by the constraints of our current environment, and strengthened by a spirit of collaboration and the ingenuity of our people and partners

As we partner to navigate the weeks and months to come, RWS has three primary areas of focus in the near term:

- 1. Maximizing our Capabilities** – Continue to support operations with expanded offerings, additional training on relevant topics, and access to a robust library of resources.
- 2. Expanding Capacity** – In April, RWS formed four separate “2020 and Beyond” taskforces focused on different service delivery phases (planning, development, preparation, and placement/retention). These teams are exploring ways to serve the significantly increased demand by leveraging technology and streamlining processes, factoring in realities such as social distancing. We look forward to sharing these concepts with our operations knowing that planning and implementation is ultimately local.
- 3. Re-Opening** – As offices are beginning to reopen, although there is not a COVID-19 vaccine, we have formed a Re-Opening Taskforce to provide guidance across the spectrum of considerations on topics that include:
 - Preparing the buildings
 - Controlling access
 - Preparing the employees and partners
 - Communicating with confidence to minimize fear and discomfort
 - Creating a social distancing plan
 - Continuing to facilitate virtual services
 - Reducing touchpoints and increasing cleaning
 - Working to collect feedback on virtual service offerings and platforms to continue to innovate service delivery

(b) Partnership and Collaboration Strategy

i. Describe the strategies for co-enrolling participants with other programs.

The SWNM workforce system is an ecosystem. We are one part of that system and our ability to function as a leader as well as a collaborative and active partner with all of the other pieces is what keeps an integrated system working fluidly. The existing RWS A/DW program has a strong partnership and integration with the One-Stop System. Our staff attend regular OSO meetings, present in those meetings and in other situations where education is beneficial to all partners, cross train among programs and partners, partake in common orientation, and facilitate co-enrollment through a common referral process.

We are aware upon eligibility determination and enrollment of each participant what other programs they may be eligible for. A relationship with the local WIOA youth provider enables us to co-enroll youth who are older than 18 and qualify for the adult and dislocated worker program. We ensure our work with the participant can mesh with the steps to the out-of-school youth program and that the two programs can work side-by-side to provide the best, most comprehensive services for the individual.

We are in the early stages of piloting an integrated education and training (IET) program with Title 2 providers at Dona Ana Community College. The first co-enrollment cohort for this program will be in the fall. We have worked to co-enroll with veterans' services on numerous occasions and co-enrolled participants with TANF and DVR.

Teamwork, referrals, and common goals help us to promote co-enrollment to A/DW participants, which helps to boost performance across the entire system.

ii. Describe the strategies that will be used to coordinate and collaborate with other workforce partners to meet the goals of the Board and State of New Mexico.

Knowing there is a common purpose among other workforce partners enables us to take a united approach to meeting the goals of the Board and the state of New Mexico. Each partner is one factor in the full state workforce equation. Operating with a comprehensive system approach allows each partner to function as part of a collective, collaborating in development of system standards, processes, client tracking, and information and resource sharing.

As the A/DW provider in the region since 2017, we have forged relationships with mandated workforce partners and other partners and service providers that we can rely on to reinforce the strength of the state system as a whole and develop the SWMN goals of outreach, small community participant training, and meeting performance measures.

Aligned with the Southwestern Area Workforce Development Board's Strategic Vision and Goals, as outlined in the Modified Local Four-Year Plan PY 2016-2019, entitled "Building a Skilled & Ready Workforce: For an Ever-Changing Economy in Southwestern New Mexico, moving forward, we plan to work more intricately with other partners, and put our innovation into action to evolve from services we offer now to enhanced options that make our process more efficient for those we serve. We plan to focus on:

- Transitional jobs, specifically senior employment programs, helping find training and employment for justice-involved individuals, and focusing more on transitioning youth co-enrollments to A/DW programming. Focusing on youth co-enrollments aligns our work with **Goal 3: Establish an effective system of communication with Youth and Adult Service Providers to inform youth participants of the occupations in demand, along with the opportunities available to enroll in adult training programs. This goal is designed to align the youth and adult service programs. And Goal 4: Build relationships that promote long term success and connect youth to the workforce system.**
- An agriculture initiative with New Mexico State University to be implemented next fall. This collaborative, two-week residential training program will result in six agricultural certifications for participants, which aligns with **Goal 6: Increase outreach and assistance for farm workers, migrant seasonal farm workers, and agricultural employers.**
- Enrollment of dislocated workers. Rapid Response services and co-enrollment with TANF is going to increase significantly as we are called to serve individuals impacted by COVID-19 across the region who have been furloughed or laid off. While the Great Recession mentioned in the 2016-19 plan is different, this aligns to **Goal 13 – Develop innovative initiatives to address those who are underemployed in the aftermath of the Great Recession that will benefit the economy – as there will, most certainly be a similar scenario as the economy and workforce reopen and recover from recent events.**
- We will be focusing heavily in the coming weeks and months on our COVID-19 response toolbox, which includes previously addressed tools such as plans for following safety

guidelines, plans for staff to work remotely, and work on remote service provision, as displayed by our leadership over the past few months. We will continue that leadership as we set examples and precedence with our re-opening protocols, flexibility to evolving health guidelines, and newly implemented health screenings to assure individuals are safe to return to work and in-person events.

(c) Serving Target Populations

- i. Describe the service delivery strategies for the following priority populations: Individuals with disabilities; Veterans; Migrant Seasonal Farm Workers; Native Americans, Low Income Individuals; Older Individuals; and Individuals with Low literacy.*

Serving SWNM for three years has provided RWS experience serving a variety of populations that exist in each of its counties. It has allowed us the opportunity to create a strong network of organizations we can reach out to when an individual is a member of a priority population that requires more intensive or tailored assistance than we are able to offer independently. The customized nature of our services allows us to be flexible as we adjust our offerings to accommodate every individual. The table below details some of the current partnerships and strategies we use to provide quality, holistic services in the region.

Population	Strategies and Examples
Individuals with Disabilities	We established a partnership and reverse referral system for individuals with disabilities through DVR. An RWS staff member used to serve on the state ADA board and is passionate about serving this population.
Veterans	A/DW staff are co-located with the veteran program and work very closely with the area veteran's services representative.
Migrant Seasonal Farm Workers	A/DW offices in Luna and Dona Ana counties are considered significant offices – indicating that they operate in high-population migrant seasonal farm worker areas. These counties have several agriculture opportunities and large Spanish-speaking populations. We host specific events for this population to provide support services. We work with H2A/H2B program with the state to help MSFW job seekers apply for work. The H2A/H2B representative we work closely with is from Luna County and we have a strong partnership with the area National Farmworker Jobs Program that allows us to offer even more specialized services to these individuals.
Native Americans	One of the employers we work in close coordination in Socorro County is a member of the Alamo Navajo Nation and provides a liaison between our staff and members of that population. In coordination with the State, we attended a Native American Summit at which we learned about workforce investment needs and we were able to help educate our Native partners about WIOA programs and how we could better serve their communities.
Low-Income Individuals	90% of A/DW participants fall into this population and we focus intently on the low-income individuals in all of the other listed priority populations. To assist in serving them, we work closely with the Creative Workforce Solutions, formerly SL Start, Roadrunner Foodbank, Gospel Rescue Mission, and the Mesilla Valley Community of Hope homeless shelter. We prioritize self-esteem building and education gaps with this population as these can be common barriers to success for those deemed low-income.
Older Individuals	When the opportunity presents itself, we partner with the Senior Community Employment Service Program by providing our Roadmaps to Success job readiness workshops at the Workforce centers and assisting participants with job skills, support services, and other job seeking services.
Individuals with Low Literacy	We provide skills testing for every participant and those in need of assistance are co-enrolled in adult education such as Dona Ana Community College and Western New Mexico University.

(d) Participant Training Goals

- i. The minimum number of participants to be served by the program is: 110 WIOA Adult training participants; and 150 WIOA Dislocated Workers. Provide the number of individuals to be served from July 1, 2020 to June 30, 2021 in training programs (i.e., classroom training; on-the-job training, customized training, incumbent worker training, and other types trainings) for the WIOA Adult program; and Dislocated Worker program.*

We plan to identify and address community needs as we serve 145 individuals from July 1, 2020, to June 30, 2021, in training programs for the WIOA Adult program, and 195 individuals in the Dislocated Worker program. We will operate with a targeted focus on creating opportunities through rapid response efforts, including our previously mentioned mining initiative. We believe this participant training number is a reasonable goal as it was calculated based on averages for our training programs for PY19 and the training budgets provided.

We know the entire workforce landscape of the U.S. will be vastly different in PY20 due to COVID-19. We anticipate the number of Dislocated Worker enrollments to be well above previous levels due to the massive unemployment suffered by many people. We effectively deliver remote services, which will have a long-lasting impact on our ability to serve rural areas and individuals with transportation barriers. We have the ability to responded to the change with extreme dexterity. The strategies of the past are no longer an indicator of future success.

(e) Customer Service Strategy

- i. Describe the strategy that will be used to deliver excellent customer service. Explain how customers will be surveyed, and how the results will be reported to the One Stop Operator, Administrative Entity and the Board.*

Providing excellent customer service is vital to the success of our workforce programs. Customizing every opportunity to the participant sets us apart in regard to customer experience. We meet people where they are: in offices, through access points, or even online. We assess the skills they possess and compare them to the expectations and requirements to help them meet their goals, then help them fill in the gaps on their path to success. To make this work as seamlessly as possible, and to continue to evolve services and revolutionize the workforce services landscape, we rely on participant feedback. We value the information provided to us and use it as the baseline when we implement change, on both a local and a national scale.

We provide a warm, inviting atmosphere for first impressions and make every potential participant feel welcome when seeking assistance at our One Stop Centers. A Welcome Team triages each job seeker to identify their immediate needs, determine the most appropriate next steps, help relieve any anxiety, offer needed assessments, provide information about available services and referrals, make referrals to job coaching and training resources, and empower participants to become marketable candidates.

To gauge our success, we rely on our Legacy in Action survey (formerly RAYS), part of our Legacy in Action customer experience program. This participant feedback survey is available online through links, QR code scanning, and posters and marketing materials in the center asking for feedback. Because the survey exists online, results are easily organized, reviewed and reporting to the One Stop Operator, AE and the Board.

We developed our Legacy in Action world-class customer experience in collaboration with the Disney Institute – a world-renowned organization that creates real and memorable experiences

for customers. Our work with the Disney Institute led us to a defined Chain of Excellence that supports the Legacy in Action program. It emphasizes:

1. Leadership excellence to create an environment for staff to perform at the highest level.
2. Employee excellence that requires hiring talented, motivated, high-performing staff who constantly innovate creative and smart ways to deliver complex programs in ways that make a meaningful, positive impact on lives of those we serve
3. Customer satisfaction that has brought about the creation of an environment of hope and success through highly engaged staff and outstanding service offerings
4. Customer success that includes the opportunity for job seekers to truly live their best lives

To observe staff and reinforce our Legacy in Action Service Expectations, we have developed a mobile enabled observation tool that allows supervisors and colleagues to conduct on the spot observations and for participants to offer immediate feedback to supervisors and the individual. The training and observation tool are available to partners at no cost.

(f) Business Engagement

- i. Describe how business services teams will develop long-term relationships with employers and your organization's role in the sector partnership strategy process.*

Our Business Outreach Team is built on national best practices for fostering employer relationships and two years of relationships with SWNM industry leaders and employers. The collaboration we use when we work with other WIOA partners serves us well as we work to meet the need of employers and further the sector strategies important in the region – specifically those related to medical, education, STEM, and agricultural fields. Our Business Outreach Team was able to facilitate more than 180 OJT in PY19, and these were provided in all seven counties of our region.

Staff use a consultative approach to serve businesses and employers. We consult with business clients, assess their dynamic and unique needs using a Business Needs Assessment, and respond with services and solutions that not only meet, but exceed them. The Business Needs Assessment allows the Business Services Consultants (BSC) to get to know the business customer – plans for growth/reduction, recruitment/hiring/onboarding processes, current vacancies, details about ideal candidates, pain points, skills needed, culture, and solutions RWS offers (LMI, wage review, job description development, etc.). If the business partner is not ready to hire, we offer a menu of other solutions to build and maintain a partnership, ensuring that when they are ready to hire, they look to us. Staff are trained to identify business needs, provide salary range information and data on the availability of skilled job seekers, and to research the availability of training opportunities. BSCs work closely with the Talent Development team to

“I am a small business where most, if not all, duties are completed by me and my small staff. It is not easy however to find employees when I need them. The Workforce Solutions staff here in Deming have taken the time to get to know my agency, what I require as far as a staff member and what many of the duties are that we do in my agency. When we need more assistance in my office, I always know that I can count on them for a referral or to help me post a job needed for my agency. One of my current agents in my office came from Workforce Solutions and I can't be more blessed to have her. I have had four contracts with Workforce Solutions in which my agency has hired a referral from them and I was grateful they had already been trained by our local Workforce Solutions staff.”

Sonia Terrazas, Terrazas Insurance Agency

ensure training investments are targeted in high-growth industries with occupational shortages.

In Dona Ana County, we are building a strong and steady workforce pipeline for a groundbreaking new company, Electronic Caregiver. They provide around-the-clock, virtual medical care and we are steadily recruiting talent to help develop a new model in the medical field. We will be able to help fund training through ITAs as well as OJT.

As business demands change, especially in the post-COVID-19 environment, our proactive approach allows us to remain nimble, changing with the employment landscape. Recent examples include the business services team's use of Zoom calls to connect with employers and the use of virtual job fairs to keep business connected to job seekers.

(g) Community Outreach Strategy

- i. Describe the outreach process and how employers will be engaged to support the Board's targeted industries; to include, but not limited to, chambers of commerce, rotaries, and other employer groups.*

Outreach is done face-to-face, over the phone, via email, and through our BSC team operating prominently in the communities we serve. In February 2019, there were no participants engaged in the A/DW program from Catron County. To outreach specifically to the towns there, three BSCs were specifically tasked with building relationships with Catron County adult and dislocated workers. In following the outreach strategy and plan, we were able to provide WIOA services to our very rural counties for the first time. In some cases, we far exceeded our goal. In Catron County we exceeded our investment goal by approximately \$30,000. Every dollar expended/invested, means we helped to change someone's life. This outreach plan was divided into three phases measured by these goals:

- Build a relationship with the County Commissioners in order to extend the outreach efforts within Catron County with the assistance and support of the Commissioners, by obtaining invitations to job fairs, community events, school events, health fairs, and other community activities.
- Re-establish the OJT participation within Catron County and to serve as an example of the success of the OJT program
- Reach out to local businesses that would be willing to participate in the OJT program and provide the opportunity to reach out to potential participants become part of the WIOA program. The strategy is to reach out to local businesses such as small businesses, local police department, sheriff department, local senior programs, and public schools, to include childcare facilities. Once the WIOA program is established with participant, the TDS assigned to Catron County will continue assisting the participants.

The plan was supplemented with work by a TDS in our Las Cruces office who conducted outreach by utilizing the RESEA tool and reaching out to the dislocated workers – adults, unemployed, under-employed, college students, displaced homemakers – via telephone call.

Success of this thorough planning enabled us to successfully outreach, for the first time, to all seven counties in the region. Similar strategies are used in every other county to seek out and outreach to other perspective participants.

- ii. Describe how the availability of services to adults and dislocated workers will be marketed in all communities within the region as well as how recruitment of these populations will be conducted.*

In SWNM, we make services available to every individual in every community in the same ways. We offer face-to-face services when possible, but also tailored and efficient virtual service to be sure that no area in the region is neglected or receives sub-par service because of location. Moving forward, as we restructure services post-COVID-19, we will continue to offer virtual services and offer modified, non-traditional office hours across the region to accommodate a variety of schedules for those who seek out a return to in-person services. We have expanded our offerings in light of COVID-19 to include a range of webinars that help facilitate service delivery and offering the most efficient and comprehensive services available for every customer. One of these webinars occurred on April 7, 2020. The RWS Government Relations teams hosted a CARES Act webinar for RWS teams, our funding customers, and community partners. Robert Knight, RWS Director of Workforce Policy and Government Relations, presented on the CARES Act and bills that greatly impact local and national workforce systems that were moving through to legislation. We were share that information to the full workforce systems to provide up-to-date information on how these bills affect our customers, operators, partners, and communities.

Our A/DW program will also benefit from the OSO Awareness Campaign that allows for messaging to be posted on local public transportation. We ensure staff participate in local events in every county as opportunities arise, and we provide literature, sponsor public service announcements, and outreach to public organizations, presenting our services as beneficial to employers, employees, and job seekers.

So far, this year alone, we have outreached to over 560 new employers. Our Business Services Team has established a business support system that provides solution-driven services to build stronger communities and strengthen our local economies. Small businesses thrive with support through OJT, and bigger businesses depend on our development of a steady workforce pipeline, through ITAs, and support services. Our Business Services team has provided the Workforce Solutions and Workforce Connections that Southwest New Mexico has come to depend on. This was clearly evident during the initial COVID-19 response. We were able to provide resources and education to local business with lightning fast speed, showing again, our strength in supporting our business community.

(5) Performance Management (250 points)

(a) Describe the quality assurance methods that will be used to meet the contractual deliverables, to include but not limited to participant goals, budget, and performance incentives.

Our Quality Assurance process is a detailed, thorough record keeping that tracks participant goals, budget, and performance incentives. There is 100% review of all new enrollments and all training documentation and staff conduct regular and consistent case management reviews, all backed up by a full set of SOP documents that have been shared with and approved by our Board. We operate with a tested and efficient case review checklist, used by the TDS through enrollment. This checklist process funnels directly into supervisor and QA reviews.

We track daily, weekly, and monthly progress against contract benchmarks and keep up with quality, customer relations, financials, and human resources. Corporate and regional participate in monthly reviews to compare performance with contract goals and project leadership meets monthly to review individual and program performance.

PARTICIPANT GOALS: Our Quick Base platform is used to capture and report performance in key areas. Weekly reports document human resources, critical performance, funder relations, and

financial information, while monthly reports detail performance against contract benchmarks for the period and contract-to-date. The management team and corporate leadership review all submitted information and use it to take a proactive approach to identifying and addressing any potential deficiencies in operations. Summary reports of each project's performance are pulled in real time for analysis to ensure we are always managing operations to the Board's expectations.

BUDGET: The Project Accountant conducts bi-weekly reviews of the budget and financial forecasts and regular use of our QMT identifies opportunities for improvement and itemizes standards for fiscal, program, and human resources management internal assessment.

PERFORMANCE INCENTIVES: When it comes to performance, the management team focuses on numbers and results. They strategize around areas of concern and focus the rest of the team there. That focus the leadership team delivers to the team is based around behaviors. They ensure our team is delivering the right services to each individual they meet with. Numbers, results, and goals are delivered to the team and they are kept informed, but they are to focus on the people they serve, altering their behaviors to achieve goals.

We manage our performance incentives through our Quick Base Performance Tracking System. The system allows us to monitor and drive performance through weekly reviews and oversight. We maintain back up documentation files, from the state system and our internal ResCareWORCs system to substantiate our performance claims. We take pride in the fact that since our inception in 2017, we have not had a reversal of performance claim, which is a testimony to our in-depth record keeping and dedication to accuracy.

(b) What internal monitoring systems and techniques will be used to ensure there are no disallowed costs and contract budget expenditures are monitored? Include in your description:

i. techniques to be used to measure fiscal performance;

Fiscal responsibility is relied on to ensure we have no disallowed costs and expenditures are monitored. This fiscal responsibility – backed by our SOPs on fiscal integrity – contributed to the A/DW program having zero disallowed costs in PY 19-20.

Our fiscal responsibility is structured with assistance from our Quality Measurement Tool (QMT). The QMT is a quarterly assessment completed by the Project Director and leadership team designed to facilitate the continual improvement of contract and project performance by identifying opportunities for improvement through assessing operational conformance to federal, state, and Board requirements, and to accompany policies and procedures. The QMT itemizes standards for fiscal, program, and human resources management internal assessment. In addition, each project is provided an external QMT by a WIOA expert from our national Service Delivery Team. We put extensive monitoring practices in place to reduce the risk for disallowed or questioned costs and we rely on our clear understanding of federal, state and local policies to ensure we operate efficiently and in compliance with all guidelines and regulations.

In addition to the QMT, our SWMN team conducts regular site reviews. The Site Review captures program service delivery, file reviews, participant expenditure reviews, staff professionalism and alignment to LEGACY standards, customer experience observation, performance management tools, and facility standards.

Our Vice President and Regional Director use the Microsoft Business Intelligence (BI) dashboard to monitor SWNM performance. Our BI dashboard documents the real-time status of

each project in a number of key areas that support operational excellence. Specifically, it allows leadership to monitor total contract funding and investments for the month and contract-to-date to ensure we make timely investments without under- or over-committing resources entrusted to us. Furthermore, our Performance Tracking System (PTS), driven by Quick Base, reports performance and financial data, tracking every contract benchmark. The PTS database displays performance for the past 12 months and indicates the monthly variance from goals.

ii. techniques to compare costs against planned budgets;

The Project Accountant reviews expenditures weekly. Using WORCS and its reporting capabilities, we are able to drill down to Center and program levels, which is key to monitoring benchmarks and driving expenditures. We use WORCS to track ITA and support services obligations and payments. Actual financial performance is compared to budget. Excessive variances are flagged and brought to the attention of the operations manager. Strategic plans are designed and implemented as needed. Financial forecasting is an ongoing part of operations. A review of contract to date expenditures and a forecast through the end of the contract occurs monthly in order to maximize funding.

iii. actions to assure the accuracy and allowability of expenditures; and

Our corporate Planning & Analysis Department monitors contract expenditures and assists the project in order to prevent cost overruns, ensure proper fund expenditure, and plan for future operations. When increases or decreases in funding occur, a review is performed to ensure operations are sustainable and operating efficiently. Our quality assurance monitoring reviews check for proper eligibility documentation, allowability of program expenses, timely data entry and verify that program policies and procedures are being followed. Training helps ensure staff knows and follows program funding regulations. Our internal auditors check for proper usage of contracted funds. If any discrepancies occur through any of these processes, RWS immediately acts on findings and implements corrective action and policy reviews.

iv. techniques to be used to guarantee data integrity.

Our corporate standard operating procedures address the process and expectations for accurate and timely data entry. Training material is developed with these standards and all local policies, and the Project Director and Quality Assurance Analyst conduct reviews for data integrity and accuracy in the A/DW program for 100% of contracts submitted to the Administrative Entity.

(c) If certain costs are determined to be disallowed, does your organization have a procedure and source for reimbursing such costs to Board? If so, describe that procedure and the source these costs will be paid from. (Federal funds may not be used to repay any disallowed costs.)

In the unlikely event of a disallowed cost, RWS is secure in our financial resources, and reimbursement is made from non-governmental funds. With \$244 million in annual revenue in 2019, RWS has the full financial backing of its parent company. Arbor E&T, LLC dba ResCare Workforce Services is a wholly owned subsidiary of Res-Care, Inc. dba BrightSpring® Health Services. Res-Care, Inc. dba BrightSpring Health Services is a wholly owned subsidiary of Phoenix Guarantor, Inc., with annual revenue in excess of \$4.5 billion. This capital structure provides RWS with ample capacity to meet obligations. Res-Care, Inc. also maintains a \$320 million line of credit with Morgan Stanley Senior Funding, Inc.

(d) Describe the methods to monitor data entry in the New Mexico Workforce Connection Online System, how it will be analyzed and reported.

To ensure accuracy and monitoring when data is entered into the New Mexico Workforce Connection Online System, we train every staff member in appropriate and efficient use of the system, local policies and general data entry. We conduct thorough reviews on 100% of cases to assure that our training is effective, and that staff are entering data into the system as required.

These reviews are conducted on each enrollment, program document, and case closure. We utilize a well-developed case review checklist to analyze each case in detail with up to 68 points of review. All aspects of data entry in the system are reviewed for 100% new enrollments and a random selection of active participants on a monthly basis and all review are tracked in a monitoring data spreadsheet with accuracy rates calculated for ease of reporting.

(e) Describe management's approach to monitoring the progress and challenges of participants in training programs. Explain the method to detect participants who are struggling in their training program and what measures will be used to assist the participant.

Consistent contact with every single participant helps staff to ensure each job seeker is progressing as expected and that any challenges that arise in their plans and training programs are addressed. Participant contact is required every 30 days and focuses primarily on IEP goals and barriers that keep participants from meeting them. This contact can be conducted in a variety of ways depending on what works best for the participant and their communication style.

These monitoring check-ins have allowed us to target transportation as a large barrier to the individuals we serve in SWMN. We utilized support services to assist 77 individuals with barriers in PY19, and the largest percentage of those, based on check-ins and need, were for transportation assistance.

(f) Describe the strategies to place participants into employment in their field of study by the second quarter after exit, and how they will retain employment through the fourth quarter after exit.

Quality job placement and retention in that employment begin early in our process with stringent interest assessment and deep knowledge of local career pathways, in-demand regional industries and local employer needs. Our Talent Development staff operate with standard procedures for Marketability Assessment. They are trained to work with individuals to determine their marketable skills and how to improve those through education and training to become the ideal candidates for local employment. They are trained in use of the New Mexico Career Solutions website to help provide direction and prioritize needs based on career goals for participants who are unsure of the pathway or career sector they want to pursue. This helps ensure participants are not only aware of the expectations of their pathway and field up-front, but also that they are invested in and dedicated the employment they obtain. We make placements that really are about solutions and overcoming, and not just paychecks.

This process relies heavily on the coordination of our Talent Development team with our Business Services team. Candidates are referred to the business team for job development based on business partner needs. We make the most efficient job placements based on the needs of both the employer and the employee. Establishing that bond and communication early in the process and before placement not only aids in retention, it assures we can step in and become involved as needed to address new barriers as they arise and keep employees engaged.

(g) Describe the strategies for participants' credential completion and how this will be monitored while in their training activities.

To help participants earn credentials required by their employment of choice, we set clear expectations up front with the help of our Participant Agreement. This ensures everyone involved is aware of the expectations required and comfortable with the responsibility required and being held accountable. On the road to completion, we maintain monthly contact with participants and focus conversations on what they are learning, their status in the credentialing program, any needed assistance we can provide or help them find, any new barriers that emerge and any additional supportive services opportunities we can provide to make the process and achievement of their goals easier to obtain.

(h) Describe the strategies and objective to re-engage participants who have become disengaged as a participant in their training activity.

When we need to re-engage, we focus on addressing barriers. When it becomes apparent that a participant has become disengaged in their training activity, a TDS continues to attempt regular contact and shifts the focus of discussion to new needs-based questions to determine the reason for disengagement. Once new needs or barriers have been identified, additional supportive services are offered, and new plans are introduced.

In PY19, to help address new barriers leading to disengagement, we worked with the Board on significantly widening the supportive services the local policy allows us to provide. Many of the new options we have been able to provide have been utilized by our participants – auto repair, clothing, and equipment and utility assistance, to name a few.

(i) Describe the strategies for meeting the following performance measures:

Adult

Employment Rate 2nd Quarter Exit 77.0%
Employment Rate 4th Quarter Exit 78.0%
Median Earnings 2nd Quarter Exit \$7,500
Credential Attainment Rate 60.0%

Dislocated Worker

Employment Rate 2nd Quarter Exit 72.0%
Employment Rate 4th Quarter Exit 59.0%
Median Earnings 2nd Quarter Exit \$7,100
Credential Attainment Rate 67.0%

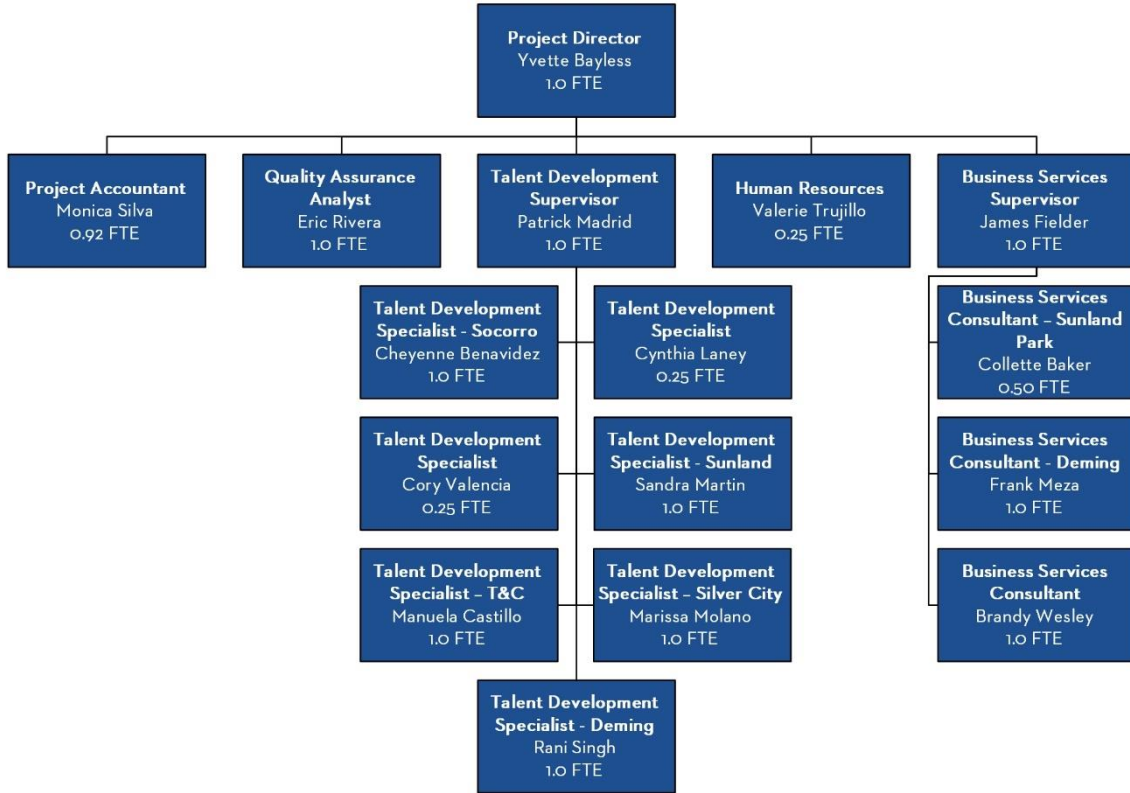
The performance measures are subject to change and will be the same as the SAWDB's negotiated performance measures with the New Mexico Department of Workforce Solution for PY20.

Performance is cornerstone of all we do. We set goals, analyze data, and receive feedback. We track daily, weekly, and monthly progress against each of our contract benchmarks and keep up high quality, customer relations, financials, and human resources. Leadership across our corporate support team and our regional leadership participate in monthly reviews to compare performance with contract goals and project leadership meets monthly to review individual and program performance. Specifically:

- To meet employment rate goals, our business services team researches and provides real time employment rates to our team. We maintain a focus on case management with the end goal of our process always being employment placement. We ensure career interest compatibility early in our training process to ensure stability. We provide continual communication and supportive services after participants exit to employment so any new barriers to employment and success can be addressed quickly and efficiently.
- To meet wage goals, we issue OJTs according to policy and keep ITA training focused on occupations to ensure we meet median earnings goals.
- To meet credential attainment goals, we continue to maintain and build collaborative relationships with training providers to ensure a smooth process for participants to earn credentials required or beneficial to their career pathways.

REQUESTED ATTACHMENTS
ORGANIZATIONAL CHART

Southwestern New Mexico Adult and Dislocated Worker Organizational Chart



**WORKFORCE INNOVATION AND OPPORTUNITY ACT
Budget Worksheet**

Sub-grant Number WIOA - Adult and Dislocated Worker Services	Contract Period July 1, 2021 - June 30, 2022	Name of Provider Arbor E&T, LLC dba Equus Workforce Service
---	---	--

Budget Category	Original Budget	Budget			Final Budget		
		Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total

Budget Category	Original Budget	Budget	Final Budget
Adult	Dislocated Worker	Total	Total
Staff Salaries	Wage x % of Program x Project Hours		
<i>Example: Program Manager</i>	\$20 x 100% x 800 hours	\$ 530.00 \$ 2,130.00 \$ 2,660.00	\$ 1,060.00 \$ 4,260.00 \$ 5,320.00
Project Director	\$43.78 x 100% x 2,088 hours	\$ 44,792.19 \$ 46,620.45 \$ 91,412.64	\$ - \$ 44,792.19 \$ 46,620.45 \$ 91,412.64
Project Accountant	\$33.25 x 100% x 1,879 hours	\$ 30,616.87 \$ 31,866.53 \$ 62,483.40	\$ - \$ 30,616.87 \$ 31,866.53 \$ 62,483.40
Accounting Specialist	\$22.60 x 100% x 2,088 hours	\$ 23,122.51 \$ 24,066.29 \$ 47,188.80	\$ - \$ 23,122.51 \$ 24,066.29 \$ 47,188.80
Quality Assurance Analyst	\$33.25 x 100% x 2,088 hours	\$ 34,018.74 \$ 35,407.26 \$ 69,426.00	\$ - \$ 34,018.74 \$ 35,407.26 \$ 69,426.00
Human Resources	\$20.23 x 100% x 1,984 hours	\$ 19,662.83 \$ 20,465.40 \$ 40,128.23	\$ - \$ 19,662.83 \$ 20,465.40 \$ 40,128.23
Reporting Specialist	\$20 x 100% x 2,088 hours	\$ 20,462.40 \$ 21,297.60 \$ 41,760.00	\$ - \$ 20,462.40 \$ 21,297.60 \$ 41,760.00
Business Services Supervisor	\$29.04 x 100% x 2,088 hours	\$ 29,711.40 \$ 30,924.12 \$ 60,635.52	\$ - \$ 29,711.40 \$ 30,924.12 \$ 60,635.52
Talent Development Supervisor	\$25.04 x 100% x 2,088 hours	\$ 25,618.92 \$ 26,664.60 \$ 52,283.52	\$ - \$ 25,618.92 \$ 26,664.60 \$ 52,283.52
Business Services Consultant	\$20.23 x 100% x 2,088 hours	\$ 20,697.72 \$ 21,542.52 \$ 42,240.24	\$ - \$ 20,697.72 \$ 21,542.52 \$ 42,240.24
Business Services Consultant	\$19.23 x 100% x 2,088 hours	\$ 19,674.60 \$ 20,477.64 \$ 40,152.24	\$ - \$ 19,674.60 \$ 20,477.64 \$ 40,152.24
Business Services Consultant	\$21.23 x 100% x 2,088 hours	\$ 22,334.71 \$ 23,246.33 \$ 45,581.04	\$ - \$ 22,334.71 \$ 23,246.33 \$ 45,581.04
Talent Development Specialist	\$18.02 x 100% x 2,088 hours	\$ 18,436.62 \$ 19,189.14 \$ 37,625.76	\$ - \$ 18,436.62 \$ 19,189.14 \$ 37,625.76
Talent Development Specialist	\$18.02 x 100% x 2,088 hours	\$ 18,436.62 \$ 19,189.14 \$ 37,625.76	\$ - \$ 18,436.62 \$ 19,189.14 \$ 37,625.76
Talent Development Specialist	\$18.02 x 100% x 2,088 hours	\$ 18,436.62 \$ 19,189.14 \$ 37,625.76	\$ - \$ 18,436.62 \$ 19,189.14 \$ 37,625.76
Talent Development Specialist	\$17.02 x 100% x 2,088 hours	\$ 17,413.50 \$ 18,124.26 \$ 35,537.76	\$ - \$ 17,413.50 \$ 18,124.26 \$ 35,537.76
Talent Development Specialist	\$17.02 x 100% x 2,088 hours	\$ 17,413.50 \$ 18,124.26 \$ 35,537.76	\$ - \$ 17,413.50 \$ 18,124.26 \$ 35,537.76
Talent Development Specialist	\$19.02 x 100% x 2,088 hours	\$ 19,459.74 \$ 20,254.02 \$ 39,713.76	\$ - \$ 19,459.74 \$ 20,254.02 \$ 39,713.76
Talent Development Specialist	\$17.02 x 100% x 2,088 hours	\$ 17,413.50 \$ 18,124.26 \$ 35,537.76	\$ - \$ 17,413.50 \$ 18,124.26 \$ 35,537.76
Talent Development Specialist	\$19.02 x 100% x 2,088 hours	\$ 19,459.74 \$ 20,254.02 \$ 39,713.76	\$ - \$ 19,459.74 \$ 20,254.02 \$ 39,713.76
Attrition		\$ (13,121.88) \$ (13,657.46) \$ (26,779.34)	\$ - \$ (13,121.88) \$ (13,657.46) \$ (26,779.34)
Total Staff Salaries		\$ 424,060.85 \$ 441,369.52 \$ 865,430.37	\$ - \$ 424,060.85 \$ 441,369.52 \$ 865,430.37

Fringe Benefits	Percentage or Cost	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
FICA/Medicare	7.65% of total staff salaries	\$ 32,440.66	\$ 33,764.77	\$ 66,205.42	\$ -	\$ -	\$ -	\$ 32,440.66	\$ 33,764.77	\$ 66,205.42
FUTA	0.23% of total staff salaries	\$ 975.34	\$ 1,015.15	\$ 1,990.49	\$ -	\$ -	\$ -	\$ 975.34	\$ 1,015.15	\$ 1,990.49
SUTA	0.32% of total staff salaries	\$ 1,356.99	\$ 1,412.38	\$ 2,769.38	\$ -	\$ -	\$ -	\$ 1,356.99	\$ 1,412.38	\$ 2,769.38
Workmans Comp. Ins.	2.32% of total staff salaries	\$ 9,838.21	\$ 10,239.77	\$ 20,077.98	\$ -	\$ -	\$ -	\$ 9,838.21	\$ 10,239.77	\$ 20,077.98
Workmans Comp. Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Care Ins.	8.50% of total staff salaries	\$ 36,045.17	\$ 37,516.41	\$ 73,561.58	\$ -	\$ -	\$ -	\$ 36,045.17	\$ 37,516.41	\$ 73,561.58
Retirement	0.27% of total staff salaries	\$ 1,144.96	\$ 1,191.70	\$ 2,336.66	\$ -	\$ -	\$ -	\$ 1,144.96	\$ 1,191.70	\$ 2,336.66
Life Insurance	0.06% of total staff salaries	\$ 254.44	\$ 264.82	\$ 519.26	\$ -	\$ -	\$ -	\$ 254.44	\$ 264.82	\$ 519.26
Disability Insurance	0.41% of total staff salaries	\$ 1,738.65	\$ 1,809.62	\$ 3,548.26	\$ -	\$ -	\$ -	\$ 1,738.65	\$ 1,809.62	\$ 3,548.26
Total Fringe Benefits		\$ 83,794.42	\$ 87,214.62	\$ 171,009.04	\$ -	\$ -	\$ -	\$ 83,794.42	\$ 87,214.62	\$ 171,009.04

Travel	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
In-State Travel										
Mileage & Per Diem	400 miles per month at \$0.32 per mile for 12 months	\$ 921.60	\$ 998.40	\$ 1,920.00	\$ -	\$ -	\$ -	\$ 921.60	\$ 998.40	\$ 1,920.00
Hotels	15 nights hotel at \$150 per night for in-state travel related to operations	\$ 1,080.00	\$ 1,170.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 1,080.00	\$ 1,170.00	\$ 2,250.00
Meals	20 days of meals at \$80 per day for in-state travel related to operations	\$ 768.00	\$ 832.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 768.00	\$ 832.00	\$ 1,600.00
Car Rental	5 in-state trips related to operations with car rental at \$150 per trip	\$ 360.00	\$ 390.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 360.00	\$ 390.00	\$ 750.00
Out-of-State Travel										
Airfare	1 airline tickets at \$750 per trip for Project Director	\$ 360.00	\$ 390.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 360.00	\$ 390.00	\$ 750.00
Hotels	4 nights hotel at \$150 per night for Project Director	\$ 288.00	\$ 312.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 288.00	\$ 312.00	\$ 600.00
Meals	4 days of meals at \$80 per day for Project Director	\$ 153.60	\$ 166.40	\$ 320.00	\$ -	\$ -	\$ -	\$ 153.60	\$ 166.40	\$ 320.00
Total Travel		\$ 3,931.20	\$ 4,258.80	\$ 8,190.00	\$ -	\$ -	\$ -	\$ 3,931.20	\$ 4,258.80	\$ 8,190.00

Materials & Supplies	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Office Supplies		\$ 4,496.20	\$ 3,088.38	\$ 7,584.58	\$ -	\$ -	\$ -	\$ 4,496.20	\$ 3,088.38	\$ 7,584.58
Postage	\$184 per month for 12 months	\$ 1,059.84	\$ 1,148.17	\$ 2,208.01	\$ -	\$ -	\$ -	\$ 1,059.84	\$ 1,148.17	\$ 2,208.01
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Materials & Supplies		\$ 5,556.04	\$ 4,236.55	\$ 9,792.59	\$ -	\$ -	\$ -	\$ 5,556.04	\$ 4,236.55	\$ 9,792.59

Property	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Property		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Facility Rental	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Deming Workforce Center	\$583.33 per month for 12 months	\$ 3,360.00	\$ 3,640.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 3,360.00	\$ 3,640.00	\$ 7,000.00
Las Cruces Workforce Center	\$333.33 per month for 12 months	\$ 1,920.00	\$ 2,080.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 1,920.00	\$ 2,080.00	\$ 4,000.00
Silver City Workforce Center	\$333.33 per month for 12 months	\$ 1,920.00	\$ 2,080.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 1,920.00	\$ 2,080.00	\$ 4,000.00
Socorro Workforce Center	\$416.67 per month for 12 months	\$ 2,400.00	\$ 2,600.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 2,600.00	\$ 5,000.00
Sunland Park Workforce Center	\$791.67 per month for 12 months	\$ 4,560.00	\$ 4,940.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 4,560.00	\$ 4,940.00	\$ 9,500.00
Truth and Consequences Office	\$400.00 per month for 12 months	\$ 2,304.00	\$ 2,496.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 2,304.00	\$ 2,496.00	\$ 4,800.00
Loretto Towne Center - Las Cruces Office	\$400.00 per month for 12 months	\$ 2,304.00	\$ 2,496.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 2,304.00	\$ 2,496.00	\$ 4,800.00
Total Facility Rental		\$ 36,624.00	\$ 39,676.00	\$ 76,300.00	\$ -	\$ -	\$ -	\$ 36,624.00	\$ 39,676.00	\$ 76,300.00

Miscellaneous	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Copier Maintenance	\$25 per month for 12 months	\$ 720.00	\$ 780.00	\$ 1,500.00			\$ -	\$ 720.00	\$ 780.00	\$ 1,500.00
Copier Lease	\$250 per month for 12 months	\$ 144.00	\$ 156.00	\$ 300.00			\$ -	\$ 144.00	\$ 156.00	\$ 300.00
General and Professional Liability Insurance	\$5.46 per \$1,000 of revenue	\$ 4,445.76	\$ 4,816.24	\$ 9,262.00			\$ -	\$ 4,445.76	\$ 4,816.24	\$ 9,262.00
Communications	\$75 per month cell phone stipend for 15 FTEs	\$ 6,480.00	\$ 7,020.00	\$ 13,500.00			\$ -	\$ 6,480.00	\$ 7,020.00	\$ 13,500.00
Dues and Subscriptions	\$30 per month for 12 months	\$ 172.80	\$ 187.20	\$ 360.00			\$ -	\$ 172.80	\$ 187.20	\$ 360.00
Sales Tax	Average of 7.32% on all operating expenses	\$ 54,460.80	\$ 58,999.20	\$ 113,460.00			\$ -	\$ 54,460.80	\$ 58,999.20	\$ 113,460.00
Janitorial Services	\$545 per month for 12 months	\$ 3,139.20	\$ 3,400.80	\$ 6,540.00			\$ -	\$ 3,139.20	\$ 3,400.80	\$ 6,540.00
		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Total Miscellaneous		\$ 69,562.56	\$ 75,359.44	\$ 144,922.00	\$ -	\$ -	\$ -	\$ 69,562.56	\$ 75,359.44	\$ 144,922.00
Professional Services	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Audit	0.20% of revenue	\$ 1,628.64	\$ 1,764.36	\$ 3,393.00			\$ -	\$ 1,628.64	\$ 1,764.36	\$ 3,393.00
Payroll Processing Fees	\$3 per paycheck per FTE for 24 paychecks and 19 FTEs	\$ 653.76	\$ 708.24	\$ 1,362.00			\$ -	\$ 653.76	\$ 708.24	\$ 1,362.00
User fees - Performance Management Tool	\$35 per per month for 19 users over 12 months	\$ 3,830.40	\$ 4,149.60	\$ 7,980.00			\$ -	\$ 3,830.40	\$ 4,149.60	\$ 7,980.00
Employee Background Checks	3 background checks at \$70 per check	\$ 100.80	\$ 109.20	\$ 210.00			\$ -	\$ 100.80	\$ 109.20	\$ 210.00
		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Total Professional Services		\$ 6,213.60	\$ 6,731.40	\$ 12,945.00	\$ -	\$ -	\$ -	\$ 6,213.60	\$ 6,731.40	\$ 12,945.00
Profit Incentives	Descriptions	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Profit Incentives	9.02% on all operating & indirect costs	\$ 61,584.00	\$ 66,716.00	\$ 128,300.00			\$ -	\$ 61,584.00	\$ 66,716.00	\$ 128,300.00
Total Profit Incentives		\$ 61,584.00	\$ 66,716.00	\$ 128,300.00	\$ -	\$ -	\$ -	\$ 61,584.00	\$ 66,716.00	\$ 128,300.00
Indirect Costs	Descriptions	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Indirect Costs	10.33% on operation costs	\$ 63,893.28	\$ 69,217.72	\$ 133,111.00			\$ -	\$ 63,893.28	\$ 69,217.72	\$ 133,111.00
Total Indirect Cost Rate		\$ 63,893.28	\$ 69,217.72	\$ 133,111.00	\$ -	\$ -	\$ -	\$ 63,893.28	\$ 69,217.72	\$ 133,111.00
Participant Training Costs	Descriptions	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
Transitional Jobs	Transitional Jobs	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00			\$ -	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00
Participant Training	All participant training services	\$ 669,780.00	\$ 730,220.00	\$ 1,400,000.00			\$ -	\$ 669,780.00	\$ 730,220.00	\$ 1,400,000.00
		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Total Participant Services		\$ 744,780.00	\$ 805,220.00	\$ 1,550,000.00	\$ -	\$ -	\$ -	\$ 744,780.00	\$ 805,220.00	\$ 1,550,000.00
TOTAL BUDGET EXPENSE		\$ 1,500,000	\$ 1,600,000	\$ 3,100,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,600,000	\$ 3,100,000
AVERAGE PARTICIPANT COSTS		Original Budget			Budget Adjustment			Final Budget		
Number of Participants		Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
		191	207	398				191	207	398
Average Cost per Participant (Operating + Participant Training)		\$ 7,853.40	\$ 7,729.47	\$ 15,582.87	#DIV/0!	#DIV/0!	#DIV/0!	\$ 7,853.40	\$ 7,729.47	\$ 15,582.87
Average Cost per Participant (Operating Costs Only)		\$ 3,954.03	\$ 3,839.52	\$ 7,793.55	#DIV/0!	#DIV/0!	#DIV/0!	\$ 3,954.03	\$ 3,839.52	\$ 7,793.55
Average Cost per Participant (Participant Training Costs Only)		\$ 3,899.37	\$ 3,889.95	\$ 7,789.32	#DIV/0!	#DIV/0!	#DIV/0!	\$ 3,899.37	\$ 3,889.95	\$ 7,789.32
								50.40%	49.60%	100.00%

OFFEROR'S NAME:

Arbor E&T, LLC dba Equus Workforce Service

STAFFING PLAN

Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE	
					WIOA	Non - WIOA Programs	Total	WIOA	
Example: Supervisor	Las Cruces	Yes	\$ 18.00	800	80%	20%	100%	\$	11,520.00
Project Director	Las Cruces	Yes	\$ 43.78	2,088	100%	0%	100%	\$	91,412.64
Project Accountant	Las Cruces	No	\$ 33.25	1,879	100%	0%	100%	\$	62,483.40
Accounting Specialist	Las Cruces	No	\$ 22.60	2,088	100%	0%	100%	\$	47,188.80
Quality Assurance Analyst	Las Cruces	No	\$ 33.25	2,088	100%	0%	100%	\$	69,426.00
Human Resources	Las Cruces	No	\$ 20.23	1,984	100%	0%	100%	\$	40,128.23
Reporting Specialist	Telework	No	\$ 20.00	2,088	100%	0%	100%	\$	41,760.00
Business Services Supervisor	Las Cruces	No	\$ 29.04	2,088	100%	0%	100%	\$	60,635.52
Talent Development Supervisor	Las Cruces	No	\$ 25.04	2,088	100%	0%	100%	\$	52,283.52
Business Services Consultant	Sunland Park	Yes	\$ 20.23	2,088	100%	0%	100%	\$	42,240.24
Business Services Consultant	Silver City	Yes	\$ 19.23	2,088	100%	0%	100%	\$	40,152.24
Business Services Consultant	Las Cruces	Yes	\$ 21.83	2,088	100%	0%	100%	\$	45,581.04
Talent Development Specialist	Las Cruces	Yes	\$ 18.02	2,088	100%	0%	100%	\$	37,625.76
Talent Development Specialist	Las Cruces	Yes	\$ 18.02	2,088	100%	0%	100%	\$	37,625.76
Talent Development Specialist	Sunland Park	Yes	\$ 18.02	2,088	100%	0%	100%	\$	37,625.76
Talent Development Specialist	Silver City	Yes	\$ 17.02	2,088	100%	0%	100%	\$	35,537.76
Talent Development Specialist	Silver City	Yes	\$ 17.02	2,088	100%	0%	100%	\$	35,537.76
Talent Development Specialist	Deming	Yes	\$ 19.02	2,088	100%	0%	100%	\$	39,713.76
Talent Development Specialist	Socorro	Yes	\$ 17.02	2,088	100%	0%	100%	\$	35,537.76
Talent Development Specialist	T&C	Yes	\$ 19.02	2,088	100%	0%	100%	\$	39,713.76
Attrition							0%	\$	(26,779.34)
							0%	\$	-
							0%	\$	-
TOTAL								\$	865,430.37

PROFIT INCENTIVE SCHEDULE

Attachment A-1 Revised Profit Incentive Schedules

WIOA PROGRAM	PROFIT INCENTIVE
Adult	\$ 61,584

PROFIT INCENTIVE GOALS - WIOA ADULT PROGRAM

Outreach (Prorated)	Target	Percentage Allocation	Amount
Employer	500	3%	\$ 1,847.52
Job Seekers	900	3%	\$ 1,847.52
Agricultural Employers	100	3%	\$ 1,847.52
Agricultural Farmworkers	60	3%	\$ 1,847.52
Total		12%	\$ 7,390.08

Small Community Participant Training Participants (Prorated)

Catron	3	4%	\$ 2,463.36
Grant	17	4%	\$ 2,463.36
Hidalgo	3	4%	\$ 2,463.36
Luna	15	4%	\$ 2,463.36
Sierra	7	4%	\$ 2,463.36
Socorro	10	4%	\$ 2,463.36
Total	55	24%	\$ 14,780.16

Performance Measures (Prorated)

Employment Rate at Date of Exit	77%	6.50%	\$ 4,002.96
Median Earnings at Date of Exit	\$ 7,800	6.50%	\$ 4,002.96
Credential Attainment at Training Completion	63%	7.00%	\$ 4,310.88
Customer Satisfaction Rate	85%	4.00%	\$ 2,463.36
Total		24.00%	\$ 14,780.16

Contractual Obligations and Expenditure Rates

Obligate not less than 80% and Expend 40% of the contract amount by March 31, 2021. (Pass or Fail)	30%	\$ 18,475.20
Expend not less than 95% of the contract amount by June 30, 2021 (Prorated at 90% or higher) (Fail if less than 90%)	10%	\$ 6,158.40
Total	40%	\$ 24,633.60

Overall Total	100%	\$ 61,584.00
----------------------	-------------	---------------------

(1) Profit incentives will be reported quarterly not later than October 15, 2021, January 15, 2022, April 15, 2022, and July 15, 2022. A one time (year-end) payment for the profit incentives will be paid no later than August 31, 2022.

(2) **Prorated amounts**, as indicated above, are a product of the actual amount of target units delivered divided by the target goal. (Example: Catron Participant Training Expenditures - \$27,000/\$30,000 = 90%; \$1,899.36 x 90% = \$1,709.42.) **Pass or Fail amounts**, as indicated above, are not prorated, and the actual amount of the target units delivered must meet or exceed the target goal to receive the incentive.)

(3) The sub-recipient will measure performance indicators using their internal tracking and reporting system for participants who exit during the 2021 Program Year, July 1, 2021 through June 30, 2022. Credential Attainment will be measured for participants ending relevant training with no intention of resuming, based on case management findings documented via case notes. The information will be submitted to the administrative entity of the SAWDB on a quarterly basis starting October 15, 2021.

(4) Profit incentives earned will be paid after the close-out report is accepted by the administrative entity and will be paid no later than August 31, 2022.

PROFIT INCENTIVE SCHEDULE

Attachment A-1 Revised Profit Incentive Schedules

WIOA PROGRAM	PROFIT INCENTIVE
Dislocated Worker	\$ 66,716

PROFIT INCENTIVE GOALS - WIOA ADULT PROGRAM

Outreach (Prorated)	Target	Percentage Allocation	Amount
Employer	500	3%	\$ 2,001.48
Job Seekers	900	3%	\$ 2,001.48
Agricultural Employers	100	3%	\$ 2,001.48
Agricultural Farmworkers	60	3%	\$ 2,001.48
Total		12%	\$ 8,005.92

Small Community Participant Training Participants (Prorated)

Catron	2	4%	\$ 2,668.64
Grant	24	4%	\$ 2,668.64
Hidalgo	3	4%	\$ 2,668.64
Luna	26	4%	\$ 2,668.64
Sierra	8	4%	\$ 2,668.64
Socorro	9	4%	\$ 2,668.64
Total	72	24%	\$ 16,011.84

Performance Measures (Prorated)

Employment Rate at Date of Exit	75%	6.50%	\$ 4,336.54
Median Earnings at Date of Exit	\$ 7,400	6.50%	\$ 4,336.54
Credential Attainment at Training Completion	70%	7.00%	\$ 4,670.12
Customer Satisfaction Rate	85%	4.00%	\$ 2,668.64
Total		24.00%	\$ 16,011.84

Contractual Obligations and Expenditure Rates

Obligate not less than 80% and Expend 40% of the contract amount by March 31, 2021. (Pass or Fail)	30%	\$ 20,014.80
Expend not less than 95% of the contract amount by June 30, 2021 (Prorated at 80% or higher) (Fail if less than 80%)	10%	\$ 6,671.60
Total	40%	\$ 26,686.40

Overall Total	100%	\$ 66,716.00
----------------------	-------------	---------------------

(1) Profit incentives will be reported quarterly not later than October 15, 2021, January 15, 2022, April 15, 2022, and July 15, 2022. A one time (year-end) payment for the profit incentives will be paid no later than August 31, 2022.

(2) **Prorated amounts**, as indicated above, are a product of the actual amount of target units delivered divided by the target goal. (Example: Catron Participant Training Expenditures - \$27,000/\$30,000 = 90%; \$1,899.36 x 90% = \$1,709.42.) **Pass or Fail amounts**, as indicated above, are not prorated, and the actual amount of the target units delivered must meet or exceed the target goal to receive the incentive.)

(3) The sub-recipient will measure performance indicators using their internal tracking and reporting system for participants who exit during the 2021 Program Year, July 1, 2021 through June 30, 2022. Credential Attainment will be measured for participants ending relevant training with no intention of resuming, based on case management findings documented via case notes. The information will be submitted to the administrative entity of the SAWDB on a quarterly basis starting October 15, 2021.

(4) Profit incentives earned will be paid after the close-out report is accepted by the administrative entity and will be paid no later than August 31, 2022.

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Agenda Item Resolution 20 – 45 approves a second-year contract agreement with Arbor E&T, LLC dba Equus Workforce Solutions to provide WIOA One-Stop Operator Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is presented for your consideration to approve a contract agreement with Arbor E&T, LLC dba Equus Workforce Solutions in the amount of \$325,745.00. This is the same contract amount as in PY20 (July 1, 2020, through June 30, 2021).</p> <p>The scope of work provides WIOA One-Stop Operator services for operations within the seven-county region and the term of the agreement is from July 1, 2021, through June 30, 2022. The Administrative Entity will obtain exhibits from the service provider for inclusion in the contract agreement.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 45.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Proposed Contract Agreement 	

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/MODIFICATION NO. PY21-WIOA-04	CONTRACT PERIOD July 1, 2021 - June 30, 2022
---	--	---

This Contract Amendment is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **Arbor E&T, LLC dba Equus Workforce Services**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide WIOA One Stop Operator services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

This Agreement consists of this WIOA Contract Cover Sheet; Sub-Grant Agreement Provisions; Scope of Work; Budget; and Exhibits.

2. NAME OF PROVIDER Arbor E&T, LLC dba Equus Workforce Services (previously Rescare Workforce Services)	3. NAME OF PROVIDERS POINT OF CONTACT Camille Padilla
ADDRESS 805 North Whittington Parkway	TITLE OF POINT OF CONTACT Regional Director
CITY, STATE & ZIP Louisville, KY 40222	TELEPHONE/FAX/EMAIL Phone: (949) 637-2491 Email: camille.padilla@equusworks.com
4. FUNDING TYPE(S) (Check those that apply) TITLE I <input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification/Amendment <input type="checkbox"/> Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$134,579.00	\$113,335.00	\$77,831.00	\$325,745.00

AMOUNT OF MODIFICATION

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF TOTAL CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$134,579.00	\$113,335.00	\$77,831.00	\$325,745.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

- (A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a “Sub-Grant Agreement.” The parties to this agreement are the **SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD**, as the Local Workforce Development Board (LWDB) and **Arbor E&T, LLC dba Equus Workforce Services**, the Sub- Grantee. The funding for this agreement is provided by the Workforce Innovation and Opportunity Act and the United States Department of Labor.

The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA) in accordance with the proposal submitted for the **WIOA One Stop Operator Service Request for Proposals (RFP#2019 – 01)**.

- (B) The purpose of the Workforce Innovation and Opportunity Act includes:
- (1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment
 - (2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system
 - (3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts
 - (4) Promoting improvement in the structure and delivery of services
 - (5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation
- (C) The Local Workforce Development Board has authorized this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide employment and training programs consistent with the WIOA, the New Mexico Combined State Plan, the LWDB’s local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

(A) Duties and Obligations of the Local CEOs and LWDB

- (1) The CEOs in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area.
- (2) The local grant recipient or an entity designated shall disburse the grant funds for Workforce Innovation and Opportunity Activities at the direction of the local board, pursuant to the requirements of this title. The local grant recipient or entity designated shall disburse the funds immediately on receiving such direction from the local board.
- (3) As the local grant recipient, the CEOs are responsible for overseeing the activities of LWDB and sub-recipients.
- (4) The LWDB shall perform the obligations and duties as outlined in this agreement.
- (5) On behalf of the CEOs and LWDB, the Administrative Entity (AE) and Fiscal Agent (FA) shall provide staff support to the Sub-Grantees and shall be responsible for the day-to-day fiscal and program administration and oversight of the Workforce Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantees through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(B) Duties and Obligations of the Sub-Grantee

- (1) The Sub-Grantee's duties and obligations are to comply with the federal, state, and local regulations, policies, and guidance letters, as well as the Sub-Grantee's scope of work and budget.

(C) Effective Date and Term

- (1) This Agreement shall be effective upon signature of the Chairperson of the contracting LWDB (or their respective designees), the designated Sub-Grantee officer (or their respective designee). Performance of the Agreement shall commence and end on the dates indicated on the contract cover sheet, unless terminated earlier pursuant to the terms of this Agreement.

(D) Funding

- (1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers in the amount stated in the Contract Cover Sheet of this Agreement.
- (2) Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct an

early one-year recapture of funds for purposes of reallocation. The amount of recapture, if any, must be based on the amount by which the prior year's unobligated balance of allocated funds exceeds 20 percent (20%) of that year's allocation for the program, less any amount reserved (up to 10%) for the costs of administration. Unobligated balances must be determined based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.

- (2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.
- (3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

(A) Maintenance of Integrity in the Expenditure of Public Funds Under Penalty of Law

- (1) Sub-Grantee shall take every reasonable course of action to maintain integrity in the expenditure of public funds to avoid any favoritism, conflict of interest, disallowed cost or other questionable or improper conduct as defined in WIOA, the Governmental Conduct Act, the New Mexico Procurement Code and other applicable laws and by-laws. The parties agree to administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gains or motives. In administering this Contract, the Sub-Grantee, its executive staff, and employees, shall avoid situations that, to a reasonable person, appear to call into question the party's loyalty to the highest fiduciary standard of conduct.
- (2) Expenditure Authorization Procedures: Sub-Grantee agrees to abide by LWDB rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.
 - (a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.
 - (b) Sub-Grantee will establish local policy and procedures for their subgrantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.

- (c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.
- (d) Sub-Grantee acknowledges that USDOL, SAE, AE, FA, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.

(3) Modification Procedures

- (a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved waiver(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change result from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to the Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.
- (b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.
- (c) If changes in labor market conditions, funding, or other factors require substantial deviation from an approved scope of work and/or budget, then Sub-Grantee shall submit a modification of such plan which shall be subject to review by the AE.

(4) Reporting Requirements

- (a) Financial: Sub-Grantee shall comply with the established policy as set forth by the AE and FA regarding fiscal reporting requirements. These include the tracking and reporting of stand-in costs and program income. Monthly Financial Reports must use the required AE and FA format. An electronic copy of the Monthly Financial Report complete with signature must be submitted to the AE and FA by the 15th day following the last day of each month. Original copies must be retained by the Sub-Grantee.

- (b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.
- (5) Maintenance of Funds in Appropriate Financial Institutions
 - (a) Sub-Grantee shall maintain all funds in cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage.
- (6) Payment Contingency
 - (a) The parties recognize that Sub-Grantee is to be paid, reimbursed, or otherwise compensated, in whole or in part, from available Federal funds. Therefore, Sub-Grantee understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the LWDB's receipt of such funds from the state and or federal government and upon the continued receipt of such funds.
- (7) Performance Standards
 - (a) Sub-Grantee shall comply with performance criteria negotiated with the AE. Upon request by the AE, Sub-Grantee shall provide such data as the AE may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The AE recognizes that Sub-Grantee has the authority and discretion to add its own internal policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.
 - (b) If applicable, and with the approved subcontracts by the AE, Subgrantee shall assure that any subcontracts developed in conjunction with federal WIOA funds shall contain applicable performance standards for adults, dislocated workers, youth, and customer satisfaction, and any federal and state amendments established by law. Sub-Grantee shall perform any necessary data collection and evaluation for such additional local standards.

IV. CONFIDENTIALITY, DATA MANAGEMENT, RECORD MAINTENANCE, AND AUDITING

(A) Data Access and Automation Requirements

- (1) Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP,

ACH Network, etc. Sub-Grantee shall ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.

- (2) Sub-Grantee agrees to:
 - (a) Maintain computer equipment to ensure connectivity with the State Workforce Connection On-Line System;
 - (b) Adhere to the requirements set forth in applicable state policy; and
 - (c) Use a common management information system as determined by DWS and require providers to also utilize it as the primary management information system.
 - (d) Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures.

(B) Retention of Records

- (1) Sub-Grantee and any subcontractors shall retain all such records in accordance with federal regulations and State record retention laws.

(2) Fiscal Records

- (a) In addition to any requirements imposed elsewhere in this Grant Agreement, Sub-Grantee shall retain accurate, current, separate, and complete fiscal records sufficient and otherwise adequate to provide full disclosure of the status of the funds received under this Agreement. All such records shall be adequate to allow USDOL, independent auditing firms and the AE and or FA to audit and monitor the Sub-Grantee at any time as deemed appropriate by the AE or FA All such records, documents, communications, and other materials shall be the property of the State and shall be maintained by Sub-Grantee in a central location as custodian for the LWDB.

(3) Fixed Asset and Inventory Maintenance

- (a) Sub-Grantee shall adhere to the requirements for maintenance of fixed assets in accordance with AE, FA, federal, state rules and regulations.

(4) Retention of Complaint Records

- (a) Sub-Grantee, and any subcontractors, shall retain, for a minimum period of not less than three (3) years from the date of resolution, all records regarding program complaints and all actions taken to resolve such complaints and to assure resolution within established time frames.

- (b) Sub-Grantee will immediately notify the AE upon receipt of any complaints to obtain technical assistance in the resolution of such complaints and to ensure resolution within established time frames. If pending litigation, an audit, or a claim involving a Sub-Grantee is initiated prior to the end of the referenced retention periods, then such retention period automatically renews for an additional period of three (3) years or until such litigation, audit, or claim is finally resolved.

- (5) Confidentiality of Records
 - (a) Sub-Grantee agrees to be bound by all confidentiality requirements of the WIOA and of the State of New Mexico, including but not limited to, the New Mexico Inspection of Public Records Act. Any breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, shall constitute good cause for the AE to cancel this Agreement, without liability to the LWDB. Any AE waiver of an alleged breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, does not constitute a waiver of any subsequent breach by Sub-Grantee, or third party agents of the Sub-Grantee.

- (6) Ownership of Materials, Information, Data, Computer Software, Documentation, Studies, and Evaluations
 - (a) Unless otherwise provided for in this Contract, the parties agree that all materials, information, data, computer software, etc., are the sole property of the State of New Mexico. The AE may request that SubGrantee deliver these items to the AE upon completion, termination, or cancellation of this Agreement. Sub-Grantee shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of Sub-Grantee's duties and obligations under this Agreement without the prior, express, written consent of AE and the State of New Mexico.

- (7) Confidentiality of Data
 - (a) Computer Matching and Privacy Protection Act (CMPPA) Agreement
 - (i) The Sub-Grantee will comply with the terms and conditions set forth in the CMPPA that is part of the Information Exchange Agreement (IEA) between the Social Security Administration (SSA) and the New Mexico Department of Workforce Solutions (DWS). The Sub-Grantee will not duplicate, disseminate, or disclose such data without first obtaining through DWS, SSA's prior written approval. A copy of the CMPPA and IEA are available from DWS upon request.

- (ii) The Sub-Grantee understands that access, use or disclosure of social security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.
 - (iii) IT resources shall not be used to reveal confidential or sensitive information, client data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Users who engage in the unauthorized release of confidential information via the state's IT resources, including but not limited to newsgroups or chat rooms, will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.
 - (iv) Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.
- (8) Compliance with Applicable Audit Requirements
 - (a) Sub-Grantee shall ensure that it, and its sub-recipients, if any, will comply with all provisions of the Single Audit Act and 2 CFR Part 200 Subpart F (formally OMB Circular A-133) of the OMB Uniform Guidance Regulations, USDOL Exception at 2 CFR 2900.2 and the New Mexico State Auditor requirements. Sub-Grantee shall also institute policy and procedures for its sub-recipients that comply with these audit provisions. A complete copy of the audit must be submitted to the AE and FA within 30 days after completion of said audit. Failure to comply with the applicable audit requirement may result in the application of remedial actions, sanctions and and/or cancelation of the Agreement.
- (9) Right of Inspection
 - (a) In accordance with federal regulations, the AE, FA, SAE, USDOL, the Comptroller General of the United States, the New Mexico State Auditor's Office and any of their authorized representatives shall, during business hours, have access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staffing records, independent audit work papers and any other documents, and shall be allowed to monitor and review such through on-site review visits. The right to access may last beyond the prescribed period of record retention in accordance with State record retention laws.
- (10) Financial and Performance Monitoring

- (a) Sub-Grantee shall permit the AE, FA, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.
 - (i) Sub-Grantee shall review the monitoring reports by the AE, FA, SAE, USDOL or its representatives, and shall act promptly, under direction of the AE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the AE may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

- (1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:
 - (a) State policy, SAE rules, program information notices or technical assistance guides;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
 - (c) The Wagner-Peyser Act of 1933;
 - (d) The Civil Rights Act of 1964, Title V;
 - (e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
 - (f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).
 - (g) Americans with Disabilities Act of 1990;
 - (h) The Hatch Act;
 - (i) Child Labor Laws;
 - (j) Occupational Safety and Health Act (OSHA);

- (k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
- (l) Social Security Act;
- (m) Military Selective Services Act;
- (n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);
- (o) Fair Labor Standards Act;
- (p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;
- (q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;
- (r) Age Discrimination Act of 1975;
- (s) New Mexico Human Rights Act;
- (t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,
- (u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

- (1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.
- (2) If the Agreement is terminated by AE as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.

- (3) Sub-Grantee shall be obligated to return any payment advanced under the provisions of this Agreement over the amount needed to cover the compensation for services performed discussed in this section. If this Agreement is terminated for cause, or due to the fault of either party, the Termination for Cause or Default provision shall apply.

(B) Termination for Default (Cause)

- (1) If for any cause, either party to this Agreement shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement the other party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the non-performing party of its intent to terminate and provide at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination for cause, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. Sub-grantee shall be obligated to return any payment advanced under the provisions of this Agreement.
- (2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the AE withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the AE from Sub-grantee is determined.
- (3) If after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

- (1) In addition to any other remedies provided for in this Agreement, or by law, the parties may exercise the following remedial actions if the other party substantially fails to satisfy or perform its duties or obligations under this Agreement.
- (2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:
 - (a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;

- (b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Subgrantee, or withholding of provision of further performance by Subgrantee until necessary performance or corrective actions are satisfactorily completed by AE;
- (c) Deny payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.
- (d) Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

- (1) Sub-grantee shall maintain a written code of standards governing the performance of its boards, councils, and employees engaged in the award and administration of contracts. This Code of Conduct may substantially conform to the model code available from the New Mexico Secretary of State. No employee, officer or agent of Sub-grantee, shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of the employee's immediate family, the employee's partner; or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Sub-grantee, or officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Sub-grantee's, potential Sub-grantee's, or parties to subcontracts. Sub-grantee warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. Sub-grantee shall comply with the disclosure requirements of the Conflict of Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

(B) Insurance

- (1) Sub-grantee shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The Sub-grantee shall provide certificates showing adequate insurance coverage to AE with the signed Grant Agreement.

- (2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.
- (3) The insurance shall include provisions preventing cancellation without 60 days prior notice to the AE by certified mail.

(C) Notice of Pending Litigation

- (1) Unless otherwise provided for in this Agreement, Sub-grantee shall notify AE within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this Agreement and which has been filed in any federal or state court or administrative agency. Sub-grantee shall immediately deliver copies of any such documents to the AE.

(D) Certifications

- (1) By signing this Grant Agreement, Sub-grantee agrees to provide, comply with, and, execute the certifications attached to this Sub-Grant Agreement.

(E) Exhibits

- (1) The original Grant Agreement exhibits are incorporated into Grant Agreement Modifications and Sub-grantee agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:
 - (a) Exhibit A - Assurances and Certifications
 - (b) Exhibit B - Liability & Bonding Insurance
 - (c) Exhibit C - Indirect Cost Rate Agreement
 - (d) Exhibit D - Budget Information Summary
 - (e) Exhibit E - Information Request Form
 - (f) Exhibit F – Campaign Contribution Form
 - (g) Exhibit G – Scope of Work and Budget
- (2) The Scope of Work shall be performed in accordance with the proposal submitted for the WIOA One Stop Operator Service Request for Proposals (RFP#2019 – 01).

(F) Liability

- (1) Any liability incurred by AE in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

(G) Sub-Grantee;

- (1) Shall provide service at the workforce centers located in the southwestern area, and may provide itinerant services at other locations and cities, as stated in the

sub-grantee's scope of work.

- (2) Shall conduct periodic quality assurance reviews on participant files and operations in accordance with the state or local guidance letters and or policy.
- (3) May make budget adjustments and programmatic modifications with written approval of the WIOA Administrator.
- (4) Shall submit program activity and fiscal reports that are due to the Administrative Entity and Fiscal Agent's office not later than the 15th day of the following month.
- (5) Shall submit the contract close-out not later than 45 day after the term of this Agreement.

VIII. REFERENCES

- (A) Workforce Innovation and Opportunity Act (Pub. L 113-128) and all other applicable federal statutes and regulations
- (B) All applicable state laws (once NMAC is updated to reflect WIOA), and state policy directives, including State Technical Assistance Guides
- (C) All relevant federal guidance documents, including, but not limited to the following:
 - (1) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)
 - (2) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)
 - (3) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)
 - (4) Training and Employment Guidance Letter 27-14, including Change 1 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)
 - (5) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIOA to WIOA)
 - (6) Training and Employment Guidance Letter 41-14, including Change 1 (Workforce Innovation and Opportunity Act Title I Training Provider Eligibility Transition)

- (7) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act))
 - (8) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)
 - (9) Training and Employment Notice 37-14 (Complying with nondiscriminatory Requirements)
 - (10) Training and Employment Notice 01-15 (Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide)
 - (11) Training and Employment Guidance Letter 01-15 (Implementation of Waivers approved under the Workforce Innovation and Opportunity Act)
 - (12) Training and Employment Guidance Letter 03-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)
 - (13) Training and Employment Guidance Letter 04-15 (Vision for the One-Stop Delivery)
 - (14) System under the Workforce Innovation and Opportunity Act (WIOA)
 - (15) Training and Employment Guidance Letter 08-15 (Second Title 1 WIOA Youth Program Transition Guidance)
- (D) Unemployment Insurance Program Letter 20-15 (Unemployment Insurance and the Workforce Innovation and Opportunity Act of 2014)

IX. CORRECTIVE ACTION AND SANCTIONS

- (A) Sub-Grantee may be subject to corrective action and sanctions for failure to comply with one or more contracted performance measures; contract provisions; federal or state statutes, regulations, guidance, directives, or circulars. To accomplish the purposes of this section, the Administrative Entity may require, at any point during the year that a WIOA Sub-Grantees cooperate with remedial actions, including, but not limited to, entering into a Performance Improvement Plan, additional performance reviews and technical assistance activities. The purpose of imposing sanctions is to ensure accountability of Sub-Grantees in meeting the needs of employers and job seekers; ensure the achievement of negotiated performance, outcomes and goals; ensure adequate returns on New Mexico investments.

X. ADDITIONAL PROVISIONS

(A) Profit Incentives

- a. As part of this agreement, for-profit entities may negotiate a profit amount that is consistent with WIOA regulations. A Profit Incentives Schedule shall accompany the budget section of this agreement. The profit incentive shall be paid on a quarterly basis and shall not exceed the amount stated in the Profit Incentives Schedule.

LWDB:

Authorized Signature

Date

Sub-Grantee:

Authorized Signature

Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2021

By signing the Agreement and on the line below, the Sub-recipient's signatory official is providing the certifications and assurances referenced therein as detailed in the attached documents.

Sub-recipient (PRINTED NAME)	DATE
SIGNATURE	

ASSURANCES AND CERTIFICATIONS

The New Mexico Department of Workforce Solutions (NMDWS) will not award a grant or agreement where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under the Agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

By signing the face sheet of this Agreement, the Grantee is providing the above assurances and certifications as detailed below:

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.**

The prospective primary grantee certifies to the best of its knowledge and belief, that the grantee and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary grantee is unable to certify to any of the statements in this certification, such prospective grantee shall attach an explanation to this proposal.

B. CERTIFICATION REGARDING LOBBYING- Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this Agreement, the Grantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, additionally the LWDB may be subject to suspension of payments or termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about —
 - i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
 - . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:
 - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

- d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition of the award of financial assistance from the USDOL under Title I of WIOA, the Grantee assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;
- b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the Grantee makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

3. FINANCIAL CAPABILITY CERTIFICATION

- a. The Grantee certifies the organization has a financial management system capable of tracking and accounting for WIOA funds received and disbursed.

- b. The Grantee certifies the organization has the fiscal capability of providing services pending payment or reimbursement.
- c. The Grantee certifies the organization has resolved all questioned/disallowed costs from prior monitoring or audit reviews.
- d. The Grantee certifies all prior year audits have been resolved.

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

EXHIBIT C
INDIRECT COST RATE AGREEMENT

Exhibit D – Budget Information Summary

The budget information summary will be included in a subsequent amendment to this agreement. The delayed award notice from DWS does not provide sufficient time for the Sub-grantee to development the budget information summary.

**Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM**

This form is required by the New Mexico Department of Workforce Solutions (NMDWS) to fulfill federal requirements under the Federal Funding Accountability and Transparency Act (FFATA) Sub award Reporting System (FSRS). FFATA reporting is a requirement for sub awards of federal awards in excess of \$25,000. The FFATA requires information on federal awards to be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements, contracts, and subcontracts. The FFATA does not require inclusion of individual transactions below \$25,000. The information below is required before the Agreement can be executed.

Part I.

A. Subcontractor's Central Contractor Registration (CCR) Number and Dun and Bradstreet Data Universal Numbering System (DUNS) Number

To Be Completed by Subcontractor

* - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

Are you registered in CCR (<http://www.ccr.gov>)? Yes No

The CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements and other forms of federal assistance. Whether applying for assistance awards, contracts, or other business opportunities, all entities are considered "registrants." According to the FAR 4.11, vendors must be registered in CCR prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement.

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name: _____

Subcontractor's Physical Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

Executive compensation information is also required. In order to determine whether or not the following information must be reported in FSRS:

a. Does your company receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts (and subcontracts) and federal financial assistance awards subject to the FFATA?

Yes No If "yes," proceed to b. If "no," provide Subcontractor Contact Information below and return to DWS.

b. Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15.U.S.C. 78ma), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes No If "yes," provide Subcontractor Contact Information below and return form to NMDWS. If "no," provide compensation information below.

Name and Compensation

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____

Subcontractor Contact Information (person completing form):

 Type Name

 Title

 Date

Entity Email Address: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Board or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state Board or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Board or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date



PROPOSAL FOR
Service Provider of WIOA
One Stop Operator Services
RFP # 2019-01

Southwestern Area Workforce Development Board



SIGNED LETTER OF TRANSMITTAL



805 North Whittington Parkway
 Louisville, KY 40222
 502.394.2100 · www.ResCareWorks.com

June 3, 2020

Mr. Steve Duran
 Procurement Manager
 Southwestern Area Workforce Development Board
 600 Hwy 195, Suite C
 Elephant Butte, NM 87935

Re: *RFP #2019-01, Southwestern Area Workforce Development Board: Service Provider of Workforce Innovation and Opportunity Act One Stop Operator Services*

Dear Mr. Duran,

Arbor E&T, LLC dba ResCare Workforce Services (RWS) is pleased to provide our proposal for One Stop Operator Services on behalf of the Southwestern Area Workforce Development Board. As the incumbent operator, we remain committed to working with the Board to meet the needs of job seekers and businesses.

Person authorized to contractually obligate RWS:

Contact: Mark Douglass, President
 Email: Mark.Douglass@ResCare.com
 Phone: 502-630-7307

Person authorized to negotiate the contract on behalf of RWS:

Contact: Michael Vu, Vice President of Operations
 Email: Michael.Vu@ResCare.com
 Phone: 714-349-9739

Person to be contacted for clarification:

Contact: Janette Dunn, Regional Director
 Email: Janette.Dunn@ResCare.com
 Phone: 714-856-0194

We accept the Conditions Governing the Procurement and Other factors as stated on page 15 of the RFP in section II.C.(1)) and acknowledge receipt of Amendment #1.

We are proud to be your current operator and service provider and commit to never stand still by working smart, doing good and getting better every day.

Sincerely,

Mark Douglass
 President
 Arbor E&T, LLC dba ResCare Workforce Services

TABLE OF CONTENTS

Signed Letter of Transmittal	1
Table of Contents	2
Proposal Summary	3
Response to Core Mandatory, and Core Desirable Specifications	5
A. Core Mandatory Specification	5
B. Core Desirable Specifications and Evaluation Factors	6
Most Recent Program Monitoring Report, if applicable	31
Required Attachments.....	37
Organizational Chart.....	37
Job Descriptions.....	38
Resume.....	39
Letters of Support	40

PROPOSAL SUMMARY

The proposal summary must be two (2) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

With 51 years of national experience, Arbor E&T, LLC dba ResCare Workforce Services (RWS) has built a legacy of industry leadership, serving businesses in all sectors and millions of job seekers from all walks of life. We currently deliver workforce solutions in more than 350 locations across the United States, including 27 operator contracts in 15 states. This gives us the advantage to coordinate and communicate best practices from around the country as we serve every county in the Southwestern New Mexico region. It allows us the flexibility to customize solutions for those communities, collect feedback from job seekers, partners and employers, and identify process improvements to continuously improve while elevating the mission and meeting the goals of the Southwestern Area Workforce Development Board.

Since 2017, RWS has worked with system partners, community organizations, educational providers, the community, job seekers, and employers in Southwestern New Mexico's seven-county area. Our One Stop Operator, Darleen Lopez, is a business professional with more than a decade of administrative management experience and a certified peer support worker. She coordinates system activity, community partners, continuous quality improvement programming, training and events for seven county region – in six workforce centers and three satellite offices – to further our mission and that of the Board.

With the foundation of a collaborative atmosphere and LEGACY core behaviors, we have built an environment of continuous quality improvement, solution development and innovation. Our efforts lead to the delivery of comprehensive, easily accessible and effective services to the residents of Southwest New Mexico. We invest in professional development and training our staff and partner staff. Through goals, expectations, and dedicated community outreach, we touch lives and inspire customers and employees to maintain integrity, respect for one another, professionalism, accountability, investment and focus on success. Our services are geared to **Work Smart. Do Good. Make an Impact.** Our work is guided and supported by our four core strategies: Leadership, Collaboration, Innovation and Performance.

The individuals we recruit, hire and support display **leadership** as they demonstrate humility, integrity, inclusion, and a passion for their work. As industry leaders, our approach represents the outcome of years of experience in workforce services and has undergone rigorous testing across the nation.

We bolster **collaborative** workforce models that prioritize our commitment to serve as partners in a diverse ecosystem of stakeholders working collectively to advance communities, families, and businesses. We expand partnerships by identifying organizations willing to align missions, pool resources, and strategize together to have the most impact with the end result being a better life for those we serve.



We embrace **innovation** to constantly improve our programs. We invest in new technology, seek opportunities to adapt, refresh, and keep the workforce ecosystem flourishing. Service delivery through meaningful partnerships, mobile devices and internet connectivity have been the cornerstone of how we have successfully reached job seekers in the most rural areas of Southwestern New Mexico. Recent closures and quarantines have only emphasized the need to further our progress. Our technology-based platforms supplement traditional service models and allows services to be rendered any time and in any place.

Performance is the realization of our philosophy and the cornerstone of all we do. Through our commitment to management, we set goals, analyze data and receive feedback. We track daily, weekly and monthly progress against each of our contract benchmarks and keep up high quality, customer relations, financials and human resources. Monthly reviews compare performance with contract goals and leadership meets monthly to review individual and program performance.

INDIVIDUAL AND COMMUNITY IMPACTS: RWS is more than an employer with employees; we are an integral part of the communities we serve. The customized, customer-centered, business-driven service delivery approach we offer involves serving people and investing in every county, despite unique needs or geographic challenges. We ensure job seekers who need an array of services to overcome barriers to education, training, and employment receive everything required to succeed, at a level appropriate for their needs and goals. We realize impacting one individual positively also impacts their family and community. We realize the power of individuals through strength-based motivation can accomplish great things and unlock their full potential.

ALIGNMENT ENVIRONMENT: We engage at least 26 partner groups across the Southwestern New Mexico region, including economic development, adult education services, higher education and community-based organizations, among others. Our goal is to build upon the partnerships we can forge as a system leader and incumbent provider and expand coordination and synergies that exist today. We look for organizations whose missions and visions align with our own and that of the Board. We drive toward excellence in customer service by creating common goal and working together to streamline processes. As the One Stop Operator our goal is to grow and align core and community partners into the local, regional, and state strategic plan initiatives for the purpose of continuity and excellence across the seven counties we serve

COLLABORATIVE, MISSION-DRIVEN SYSTEM: Our future in Southwestern New Mexico is focused on enhancing our impact on the communities within each county and partnering with the Board and other organizations to integrate programs and resources through a “no wrong door approach.” We deliver exceptional customer experience by coordinating communication and initiatives across all partner, cross-training and spreading awareness of our services, and continuous improvement throughout the system. The COVID-19 pandemic has highlighted our ability to blend national best practices with local plans to continue to provide best-in-class, impactful services despite closures and needed modifications for health and safety. Our team was well-positioned to increase virtual services, using many of the strategies already used to serve members of Southwestern New Mexico’s rural counties. We are proud of our response, acting thoughtfully, and swiftly so not to have services interruptions. As described within this proposal, we are prepared to navigate the weeks and months to come, to continue providing quality services, to have the mobility and flexibility to adapted to new information and environments including COVID closures, re-opens, new CDC guidance, changing economic conditions, and the needs of our job seekers and businesses. We look forward to our continued partnership with Southwestern New Mexico as we navigate the “new normal.”

RESPONSE TO CORE MANDATORY, AND CORE DESIRABLE SPECIFICATIONS

These specifications may be found in Section IV of the RFP. This section contains information required in the submission of proposals. Excluding the Core Mandatory Specifications, offerors must respond in the form of a thorough narrative to each numbered requirement in the order in which they appear in this section. The offeror must identify, in full, the question being answered and its response to that question.

A. CORE MANDATORY SPECIFICATION

Failure to respond to a mandatory specification will result in the disqualification of the proposal as non-responsive.

(1) Implement the state's New Mexico Workforce Center One Stop System software for customer and program reporting.

As the current One Stop Operator, Arbor E&T, LLC dba ResCare Workforce Services (RWS) is familiar with and currently uses the New Mexico Workforce Center One Stop System (WCOS) software, the New Mexico Workforce Connection Online System or VOS for customer programming and reporting.

(2) Provide One Stop Operator services in accordance with the scope of work to the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro.

As the current One Stop Operator and in accordance with the scope of work RWS will provide services to the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro. We oversee the day-to-day operations and create controls and Standard Operating Procedures to promote productivity and safety for all partner staff. We also facilitate cross trainings in order to strengthen the system, continuously invoke partnerships with other community organizations to more holistically serve our customers and support continuous quality improvement through various monitoring mechanisms.

(3) Obligate a minimum of 80% and expend a minimum of 40% of current year funding by the end of the third quarter of the program year.

The existing RWS OSO contract budget tracks expenditures and expenditure rates. Our budget explains that we plan to achieve a 75% expenditure rate by Q3 and at a minimum, a 95% expenditure rate by close of contract.

(4) Provide a copy of Financial Policies.

Per RFP instructions, a copy of our Financial Policies is included in the Policies & Report document.

(5) Provide a copy of Personnel Policies.

Per RFP instructions, a copy of our Personnel Policies is included in the Policies & Report document.

(6) Provide a copy of most recent Independent Auditor's Report, if applicable.

Per RFP instructions, a copy of most recent Independent Auditor's Report is included in the Policies & Report document.

B. CORE DESIRABLE SPECIFICATIONS AND EVALUATION FACTORS

(1) Organization's Experience (200 points)

(a) Provide a narrative of the offeror's experience during the past two years by listing the names of the programs, purpose of the programs, start and end time of the programs, contracted dollar amounts in comparison to actual dollars expended, performance goals, and monitored and measured outcomes. Experience with WIOA programs must be cited, if applicable.

The One Stop Operator program in Southwestern New Mexico has been operated by Arbor E&T, LLC dba ResCare Workforce Services (RWS) since 2017. We are proud of our success and life-changing work in Southwest New Mexico. Since transitioning into the service provider role, we have provided life-impacting services to thousands of residents in the region and their families and established relationships with more than 26 groups of partners to help meet a spectrum of workforce needs. Our success in the delivery of these services is guided by our understanding of the local and regional markets we serve and by leveraging existing resources that currently serve the market.

As the most comprehensive and innovative workforce development service provider in the U.S., each year, RWS provides employment and training solutions to thousands of job seekers representing and businesses through the operation of federally funded workforce programs, including, but not limited to, WIOA. By preparing adults, dislocated workers, and young adults to be talented workforce members, we change lives, impact communities, provide the groundwork for future opportunities, and empower whole regions with innovation.

We align missions and collaborate with partners to ensure service delivery is focused on individual and community impact. Our achievements in the Southwestern New Mexico center around our workforce system outreach in every county, resulting in new partners. We have built and enforced a strong network in the region. Evidence can be seen in the performance data detailed below.

Southwestern New Mexico One Stop Operator Program		
Purpose of Program: To serve as the One-Stop Operator for the Southwestern New Mexico region	Start and End Dates: 7/1/17-present	
Contracted Amount/Amount Expended (Program Year 2017-18): \$116,000/\$81,738	Contracted Amount/Amount Expended (Program Year 2018-19): \$250,000/\$109,952	
Performance for Program Year 2018-19		
Contract Measure	Contract Goal	RWS Performance
Completion and Submission of Monthly OSO Report	12 (1/month)	12 (1/month)
Schedule and Coordinate Monthly OSO Meeting	12 (1/month)	12 (1/month)
Complete Monthly System Data Report	12 (1/month)	12 (1/month)
Conduct Rural County Outreach Events	12 (1/month)	12 (1/month)
Ensure all Offices are Equipped with Assistive Technology	Ongoing	Completed
Integrate all Customer Service and Referral Processes in all Offices	By end of contract period	Completed
Develop Standard Operating Procedures for all Processes	By end of Contract Period	Completed
Develop Shared Workforce Development Information Materials	By end of Contract Period	Completed

Coordinate Monthly Business Solutions Team Meetings	12 (1/month)	12 (1/moth)
Coordinate Monthly all team Member Meetings	12 (1/month)	12 (1/month)

(b) Describe your expertise with similar contracts as a provider of One-Stop Operator services; and provide a narrative on two project successes and failures. Describe how did these experiences strengthen the project.

In addition to a wealth of national experience providing WIOA and One-Stop Operator (OSO) services, RWS has a breadth of local experience from spending more than two years operating the Southwestern New Mexico OSO contract. Staff are embedded in the communities we serve, and we have tailored our national service model to the needs of the region – including even its most rural counties. Locally and nationally, our programs have experience several successes that have shined a spotlight on facets of programs where we can continue to shine, but also pinpointed weaknesses and some failures that have helped shape our service delivery and overall process by requiring us to acknowledge pain points and put in the intensive work and molding required to make imperative improvements.

We have numerous local successes over the course of years we have served as One Stop Operator. From creating the foundation for new One Stop Operator services through the development of a Standard Operating Procedure Manual to the implementation of our Continuous Quality Improvement Site Review system, and recently our regionwide Awareness Campaign. We would like to share two recent successes that demonstrate our commitment to the region, our innovative abilities, and our dedication to having an effective impact with system partners and residents. The following are two examples:

- **OSO Regional) COVID-19 Response Business Continuity, COVID-19 Toolkit and Re-Open Plan:** RWS was the first in the state to develop and submit a comprehensive response and plan to address the urgent and long-term needs associated with COVID-19. This plan demonstrated our commitment to:
 - Continuity of access to services in whatever form is best for the local area
 - Use of technology as a platform for delivery
 - Use of learning management systems to ensure people have access to move forward with education and training
 - Partnering together to ensure the highest quality services are available, guided by the constraints of our current environment and strengthened by a spirit of collaboration and the ingenuity of our people and partners

RWS' dedicated and passionate team of workforce professionals continued to operate in the moment, meeting communities, businesses, and individuals where they were and where some still are. We are here to support businesses and their efforts to secure qualified employees, help job seekers and students prepare for and connect with self-sustaining employment opportunities, and build trusted community partnerships in every market where we operate. Below are just some of the tools and resources we provide to Southwestern New Mexico and other regions we serve to help deliver solutions:

- **Business Continuity Toolkit:** Informed by best practices and designed by our team of national experts, this aids each workforce team to develop an ever-evolving plan and set of solutions for addressing the current environment.
- **The Academy:** An online training platform that offers thousands of free courses and credential-qualifying training in more than 100 industries.
- **TABE Academy™:** An online, stand-alone, self-paced, and fully customizable

- program that prepares students for the TABE faster and better than ever.
- **GED, HiSET and TASC Academies:** Self-directed, cloud-based software applications that prepare students for the GED®, HiSET, and TASC tests and college/career readiness.
 - **Computer Essentials Online:** A self-paced, online digital literacy course to learn computer and internet skills required for college and careers.
 - **Money Essentials:** A self-paced, mobile-friendly financial literacy course that equips students with the tools they need to be successful at managing their money.
 - **Career Pathways Explorer:** An assessment tool through our partner Traitify, which determines what types of jobs best match the participant's personality.
 - **Talent Market:** An interactive employment tool that simplifies the process of filling positions in communities by using job listings, social media, video conferencing, and other technologies to ensure quality matches between employers and job seekers.
 - **Virtual Orientations and Workshops:** Face-to-face job readiness workshops and orientations, to inform job seekers about program services and prepare for employment.

The plan, toolkit, and resources were shared with OSO partners and the workforce system. Many RWS resources and plans became the new standard for continuity plans for the rest of the state. All of this allowed us to remain flexible to adhere to ever-changing guideless and will help us adapt as we navigate the changes to the workforce services industry that will result from this crisis and related re-openings.

- **Dona Ana County Library Partnership.** The Southwestern New Mexico OSO program recently implemented a partnership with the library in Dona Ana County. In addition to acting as an access point for our services, the library supplements the services we provide by offering year-round, rolling enrollment in adult basic education courses in English and Spanish, providing an avenue to ensure youth who miss community college cohort deadlines are able to receive needed services in a timely fashion. This successful partnership strengthened and broadened our partner

New Mexico
Workforce Connection
A Proud Partner of the American Job Center Network

www.employnm.com
www.facebook.com/employnm
www.instagram.com/employnm

Connecting
EMPLOYERS with
JOB SEEKERS

**NEED HELP
LOGGING IN?
GIVE US
A CALL!**

New Mexico Workforce Connection
226 S. Alameda, Las Cruces, NM
575-524-6250
Monday through Thursday - 8:00am to 7:00pm
Friday - 8:00am to 5:00pm

EQUAL OPPORTUNITY EMPLOYER/PROGRAM. AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES. RELAY NEW MEXICO: 711 (VOICE) OR 1-800-659-8321 (TTY). FUNDED BY THE U.S. DEPARTMENT OF LABOR

Our partnership with the library in Dona Ana County offers a remote access point to workforce services to those in the region and also benefits the mission of the library.

network, allowing us another outlet to leverage that network to offer additional services to Dona Ana job seekers. The library offered us exclusive access to their education opportunities and their youth program department because we, in turn, were helping them with traffic in their job search area. Job seekers benefited from increased access, especially those who struggle with transportation. We expect this relationship to set a precedent for others moving forward, as we plan to expand the program to other libraries across the region. This expansion of services and ease of access increases our ability to impact those we serve by broadening the audience we reach with our customer-oriented solutions.

RWS is committed to a continuous quality improvement approach to program development and innovation. We have a focus on the future and find ways to implement new ideas to support the system. To this end, we are flexible and adaptable to change when needed. The following examples demonstrate initiatives we took, although did not come to fruition from our original idea, we did find a way to adapt and improve the system through other ideas:

- **“Hot Jobs” Site.** RWS worked in partnership to develop a “hot jobs” site that had the capability to highlight employment opportunities for job seekers being served by partner agencies. During that time, we were made aware the state was developing a similar platform, “All Hands NM.” We quickly adapted to the state platform, making it a unifying project with all partners. We then took it one step further, using it to revamp and improve our triage process for job seekers to maximize the positive impact of the hot jobs site.
- **Intake and Referral Form.** Initially, after implementing our intake and referral form, the OSO observed that it was only being distributed consistently in one office and that the forms being returned were not filled out appropriately or completely. The OSO sought feedback to determine why the form was not being used consistently and how to encourage customers to complete it thoroughly. Via an email to supervisors across the system, she provided expectations and steps to ensure the form was used appropriately in every office. The result has been more consistent usage of the intake and referral form, more complete forms returned, and an increase in partner referrals.

c) Describe your experience with facilities management, to include custodial and security services, and the type of system used to manage workorders.

RWS currently manages facilities through three primary systems established to ensure all sites are safe, healthy, and fully operational. The following is a summary of how we manage facilities throughout the Southwestern Region:

- 1) **Administrative Entity’s Work Order System:** The current work order system is embedded in the regional website and allows the OSO to formally submit requests for equipment, supplies or services for centers. This system, implemented in July 2019, has a reporting mechanism allowing staff to pull reports, review past requests and validate successful completion of tasks.
- 2) **Continuous Quality Improvement Site Review:** RWS developed and uses the Continuous Quality Improvement Site Review (CQISR) tool to purposefully observe and review operations and facilities at all sites monthly. The tool allows for a checklist to ensure all safety and health features at sites are in work order, such as locks, safety doors, plumbing, HVAC, fire equipment, windows and all entrances and exits. In addition, the tool provides the OSO the ability to interview staff and job

seekers, eliciting information on office service flow and overall customer service. Telephone, computers, and other equipment are tested. The site review is provided to the Administrative Entity (AE) as documentation of facility operations. RWS proposes offering our CQISV tool in a web-based, easily accessible format. Access to the site visit results would be accessible to site managers, board staff and other stakeholders with interests in maintaining safe, healthy, productive and inviting environments.

- 3) **Incident Reporting:** The OSO is notified of all facility related issues via email. Facility onsite managers or staff notify the OSO of all incidents at facilities, from plumbing issues to law enforcement interventions. The incidents are triaged to determine urgency level and the need for immediate action. All incidents are reported to the Administrative Entity (AE) and state as needed per protocols. We have recently developed a formal Incident Reporting form for site managers and staff to complete. The form itemizes issues which may affect operations and provides for an urgency assessment level.

In addition to the local Incident Reporting processes, RWS has an internal Incident Reporting system used to document and escalate incidents. The web-based, protected system allows the OSO to report break ins, thefts, property damage, law enforcement involvement, and other incidents for review by our Service Delivery, Quality and Compliance, Legal and Leadership departments. In this way, we bring our national expertise to a local region to document and resolve incidents and the local One Stop Operator benefits from the knowledge of national professionals.

RWS applies our communication and partnership experience even to this level of operation and assists the Board in any means necessary to ensure the facilities we utilize are cared for and managed well. The OSO was key in the procurement of a security guard at the Las Cruces comprehensive center. She obtained letters from staff and sought out an evaluation by law enforcement to demonstrate the need for this position. In addition to staffing the position, the security vendor she partnered with offers training materials, protocols and updates to keep center staff informed and safe. The guard serves as a greeter and impacts the welcome function and improved the customer experience in that office. That safety was vital in the face of COVID-19. As concerns over civil unrest increased in the state, with tensions building around unemployment, many state and private agencies procured security services. Public health orders also produced a spike in crime rates in Dona Ana County – specifically break-ins, theft and even violence. Thankfully, our guard was in place on March 25 and we avoided all those issues.

The OSO implemented a weekly center report for facilities management and to track personal protective equipment (PPE) usage and needs and has also implemented a Standard Operating Procedure for customer and staff daily health screening. Related to this, RWS is providing and has been instrumental in procuring:

- gloves
- no-touch thermometers
- masks for customers and staff
- plexiglass shields
- signage
- physical distancing floor stickers
- traffic control materials

d) Provide the most recent program monitoring report to demonstrate program performance. WIOA programs must be included their WIOA program's report, if

applicable. (This must be provided as a separate attachment that is not counted toward the page limit in this section, and submitted in accordance with Section III.D.)

Our most recent program monitoring report for the One Stop Operator contract, dated April 2020, resulted in no fiscal findings, including no disallowed costs and is included as an attachment on page 31. The monitoring did find there was a lag time in the issuance and deposit of payments. RWS has implemented a system whereas the Project Accountant will track all checks issued to RWS to ensure timely deposits.

e) Provide a past record of federal and/or state grants management that includes information of any disallowed costs for the past (5) five years.

The current Southwestern New Mexico OSO program, in existence since 2017, does not have any record of disallowed costs.

(2) Management and Training (175 points)

(a) Provide an organizational chart that includes the WIOA One Stop Operator service programs. Indicate whether the positions are full-time equivalent, part-time, or tele-work positions.

Our organizational chart on page 37 depicts the organizational structure of the Project Accountant (Monica Silva, 0.08 FTE) and One Stop Operator Assistant (Cindy Quillin, 1 FTE) reporting to our One Stop Operator (Darleen Lopez, 1 FTE) who reports to our Regional Director Janette Dunn.

(b) Provide a brief description for each member of the management and supervisory team that will work in this program. Describe their job, title, credentials, experience, and length of employment with the organization. Provide each managers' resume as an attachment to the proposal (This does not count as part of the 30-page limit)

Darleen Lopez is our fully dedicated One Stop Operator. She holds a bachelor's degree in public administration and an associate degree in hospitality services. She is a certified managerial accountant and a certified peer support worker. She is certified in OSHA, ADA, HIPAA, EEOC, CPR, and CPSW. Ms. Lopez has a decade of administrative management experience with a history of being able to handle and efficiently manage large projects and work efficiently with other people. She uses a professional approach to problem solving and event and team coordination. This experience combined with her training in peer support is key in her ability to lead our One Stop partners and assist in providing efficient and streamlined services to those who enter our center and access points in need of assistance. Ms. Lopez has worked with RWS since 2018, functioning as both a Business Services Specialist and One Stop Operator responsible for community engagement and building partnerships. Her accounting background has been beneficial in keeping up our history of financial integrity and her experience with event coordination and managing people is beneficial to our company and the Southwestern New Mexico region as she works to develop strategies and initiatives and exercises oversight and operations management for the seven county region –in six workforce centers and three satellite offices – to further our mission and that of the Board.

Ms. Lopez is actively involved in the Workforce Talent Collaborative, Silver City Workforce Alliance and the SELL for disabled youth. She is in the process of applying for a position with the City of Las Cruces Economic Development Board. Her resume is included on page 39.

(c) Provide a brief describe your managements' experience in the delivery of services and how they are advantages to the performance of this program.

OSO staff members are local to our service areas. They have unique local knowledge and are embedded in the communities, investing in and caring for residents with a mission to uplift and serve each community. Since 2017, we have been the boots on the ground in Southwestern New Mexico, performing this exact scope of work and expanding the services and solutions it provides and integrating themselves in organizations impacted by their work.

Our staff routinely leads the way in innovation for the rest of the state. Our One Stop Operator conducts efficient site reviews to ensure program efficiency and success. We take the initiative to develop detailed plans that help us provide the kinds of services which impact whole communities and lay groundwork for future workforce system successes. We invest in the ways needed to reach every single corner of our region. We spearhead local initiatives and take the risks needed to get things done that provide the solutions our customers need.

Corporate support and national presence mean we have a wealth of resources to pull from that provide advantages for our local programming, including our National Service Delivery Team and Communities of Practice. The National Service Delivery Team is a group of subject matter experts who support our projects in program design, technology implementation, innovation, and performance management from a best practice's standpoint. Our Communities of Practice are focus groups made up of team members from our operations across the country who share promising practices, develop new approaches for service implementation, and provide policy guidance and training. RWS One-Stop Operators also receive direct support from Jeramey Harrison, our national Program Solutions and Quality Manager.

Since taking on the role of OSO in 2017, our service delivery has increased the number of registered individuals from 4,420 in PY17 to 9,121 in PY19, even during the limits of COVID-19.

(d) Provide a narrative of how management will self-monitor the following: contract deliverables, budget, customer service levels, and financial reporting and reimbursement requests.

Efficient monitoring is essential to our entire operator process. That monitoring and quality assurance is rooted in our program design, our staffing and the culture we instill in and expect from our staff members.

Staff track everything we do, including spending, customer service levels and other deliverables, in our Quick Base database. Our One Stop Operator reports every month to keep our expenditures and budgets aligned and deliverables and progress are reported to our funder monthly. We perform thorough budget reviews and forecasting, and our OSO works closely with our project accountant to keep track of invoicing and submit invoices to the AE in a timely fashion.

Our Vice President and Regional Director use the Microsoft Business Intelligence (BI) dashboard to monitor Southwestern New Mexico performance. Our BI dashboard documents the real-time status of each project in a number of key areas that support operational excellence. Specifically, it allows leadership to monitor total contract funding and investments for the month and contract-to-date to ensure we make timely investments without under- or over-committing resources entrusted to us. Furthermore, our Performance Tracking System (PTS), driven by Quick Base, reports performance and financial data, tracking every contract benchmark. The PTS database displays performance for the past 12 months and indicates the monthly variance from goals.

In addition to digital monitoring and records, our operator performs monthly continuous quality improvement site reviews for all centers. The Site Review captures program service delivery, file reviews, participant expenditure reviews, staff professionalism, and alignment to LEGACY standards, customer experience observation, performance management tools, and facility standards.

Our One Stop Operator procedures and protocol were crafted from years of workforce experience and tailored to meet the specific needs of the people and businesses we serve in Southwest New Mexico. The procedures and protocol help inform customer flow through system services. Staff are trained through the lens of our LEGACY philosophy and culture.

We believe the secret to successfully meeting the needs of employers, job seekers, and community partners and accurately monitoring that success relies up building and maintaining strong disciplined practices, hiring and nurturing passionate people embedded in their community, and building a LEGACY culture. This culture is built into the fabric of everything we do including focusing on strategies that support and foster **leadership, collaboration, innovation, and performance** and are ultimately tied to our philosophy of **Work Smart. Do Good. Get Better.**

With the basis being our LEGACY culture, we consider Quality Assurance one of our proudest Southwestern New Mexico accomplishments. We complete a 100% review of all case closures prior to exit. This has a long-term impact on our performance measures. Our areas of focus are acquired employment info, measurable skills gain, and credential entry. Case notes are reviewed to determine if action has been taken to obtain the needed results.

We operate in a near-continual training process for all team members around performance goals, what standards are required of them, and how those standards impact performance directly and we facilitate consistent communication with team members regarding team results and how their individual production has impacted those outcomes.

(e) Describe the methods that will be used to train staff with regulations and policies, use of the Geographic Solutions New Mexico Workforce Connection Online Software, customer service, and quality assurance. List and describe the other types of staff trainings that will be offered.

We offer a fully developed menu of training, cross-training, and ongoing development structured around foundational training, job-specific certification, and project-specific training and learning, and customizable to each location we serve. The OSO coordinates with the state and AE to develop team training regarding Geographic Solutions New Mexico Workforce Connection Online Software. They offer the formal training, but the OSO facilitates refresher training when needed. The AE hosted a customer relationship management (CRM) module training in January and the OSO coordinated a similar training in April for all the staff. She has also coordinated all trainings coming for the state in the face of COVID, including unemployment insurance call



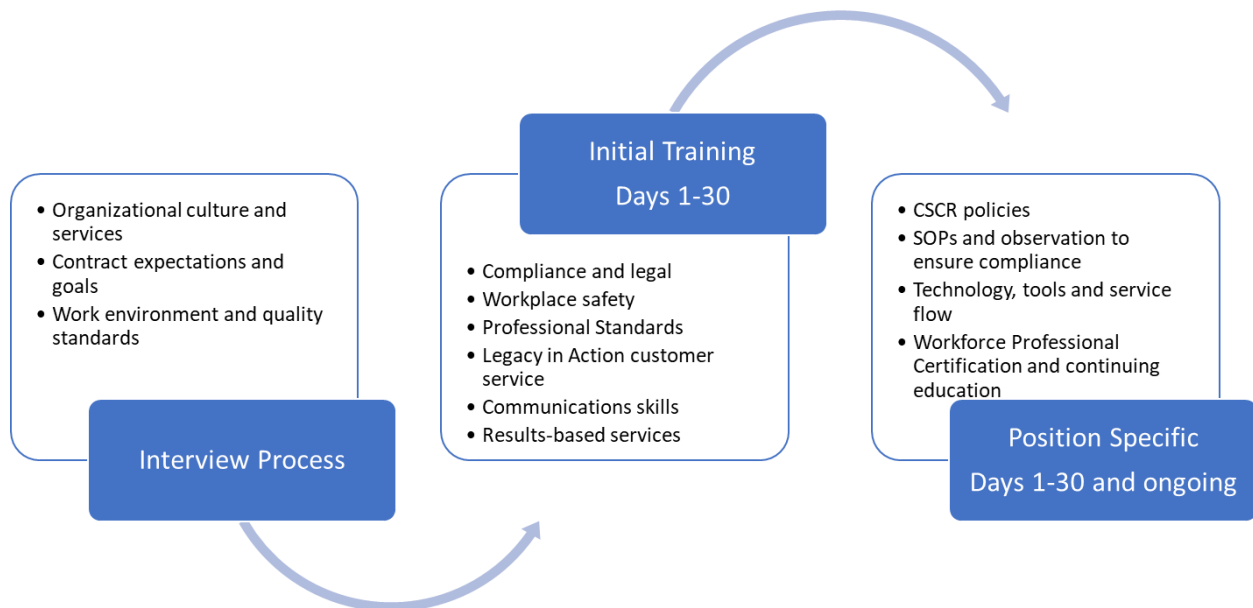
support basic overviews, a review of the latest policies around the CARE Act, and changes to Department of Workforce Solutions (DWS) protocols.

In addition to specialized training, staff receive a host of trainings to improve overall operation as part of our annual compliance training, including HIPAA; You're Safe, I'm Safe; Embracing Diversity; and others. During onboarding, all team members receive comprehensive training on WIOA Title I rules and regulations, including Wagner-Peyser and WIOA eligibility and enrollment requirements. We encourage participation in and provide opportunities for professional development through a multitude of sources, including conferences, seminars, etc., as appropriate.

The basic flow of training we will support includes three phases – the interview process, initial training (days 1-30) and position-specific (days 1-30 and beyond). This flow is depicted in the image at the bottom of this page.

Training begins with the interview process to make sure we are making the right fit for the culture of the organization and the work expectations. Staff receive training within 30 days and annually in Compliance and Ethics, HIPAA, ResCare Legacy Standards, Preventing Sexual Harassment, and ResCare policies and procedures.

Additionally, during the first 30 days, all staff receive training on policies and procedures they are required to follow for quality assurance and delivering each program's services; data management information systems; labor market information; and program goals and measures. As in each of our projects, team members will participate in comprehensive training regarding local and state systems. Team members complete required Workforce Development Professional certification training within the first year, complete annual continuing education requirements, and participate in any training and technical assistance instruction offered by the Board. We ensure our team members are fully trained on how to use auxiliary aids and services provided for customers with disabilities.



To enhance our customer service experience, RWS partnered with the Disney Institute to create the Legacy in Action customer experience training, an innovative program designed to “create an environment of hope and success by empowering those we serve with respect and care.”

Through Legacy in Action, we develop quality standards that set parameters for decision making, prioritize the details of service delivery, allow consistent measurement of quality of service delivery, and provide a framework to drive greater customer experience. RWS implements exemplary customer service delivery by taking the results of our research and making sure team members are trained to our standards. This provides a roadmap for interactions with Boards, businesses, and job seekers. Our approach inspires employees and customers to maintain the highest levels of integrity, respect for one another, professionalism, and accountability, as we focus on customer success.

While the state typically provides training on Geographic Solutions New Mexico Workforce Connection Online Software to new staff, the OSO coordinates efforts to re-train and offer refresher training on the software as needed. Refresher training and updated training are offered and required any time a policy or protocol changes or as other interests and needs arise.

RWS staff also participate in the training made available to partner staff detailed on page 20.

(3) Program Narrative (400 points)

(a) Partnership and Collaboration Strategy

i. Describe the strategies that will be used to coordinate and collaborate with other workforce partners to meet the goals of the Board and State of New Mexico.

One of the most valued roles of the One Stop Operator is that of partnerships builder and reinforcer. These relationships are beneficial to the system as a whole and to the individuals served. As the current OSO in Southwestern New Mexico, we have established several relationships with organizations and other service providers on the foundation of our common purpose: spurring impactful change for individuals and communities. These partnerships are all intertwined, and part of a comprehensive systems approach based on aligned goals. We work together to develop system standards, track clients through the various avenues of service we make available to them, and ensure we are constantly sharing resources and information.

Communication and collaboration are vital to solid relationships. For that reason, we have established an array of meetings and communication opportunities for the partners we have engaged. These meetings allow us to keep a pulse on community needs to see how we can best expand and adapt.

- Every Monday, our OSO hosts a cross-partner outreach meeting focused exclusively on outreach and related strategies. This meeting is for only outreach personnel from our WIOA partners and their supervisors. These meetings are typically held in person at our Las Cruces center, as we believe that method renders some of the best interaction, however, current stay-at-home orders and public health guidelines have led us to facilitate them virtually.
- Monthly, we convene a meeting with our core WIOA partners and with the funder in attendance. This meeting is typically virtual because some of our core partners are located hours away and this delivery option allows them to interact as if they were all in the same room.
- We facilitate virtual monthly workforce partner meetings, due in part to the size of the group and the location of participants across our entire region.

- Quarterly, we hold similar, face-to-face, workforce partner meetings which are open to every partner organization. We host these meetings in several locations to accommodate everyone in our service area – one in Deming, one in Las Cruces, one in Truth or Consequences. The hope is for these meetings to reconvene in-person, modified as needed, after stay-at-home and emergency orders are lifted.

While the current environment could be challenging to some providers, we have embraced remote delivery of services as well as all other necessary communication. It is a resource we have harnessed and fine-tuned over the years to provide best-in-class services to remote areas. We have adapted and mastered virtual meeting tools which enhance how effectively we provide services to our entire region. The strong virtual meeting environment we have been able to create thus far is reassuring that in the future, based on need or evolving service landscape, we can conduct meetings in whatever method is best for all involved with no lapse in services or drop in quality.

Throughout our One Stop experience, we have seen how new partners have struggled with geographic layout of the Southwestern New Mexico region. The fact that we have been able to master service delivery here not only bolsters our own confidence, it allows us to share what we have learned and advise those partners on how they, too, can adapt.

Moving forward, the goal is to continue and expand co-located supervisors' meetings implemented by the current RWS OSO in August 2019. These meetings are monthly and flexible in platform.



In my one-year or so of my interactions with you as the One-Stop Operator, I first saw an attitude of service and a willingness to listen people and the honesty to speak about the challenges, followed by proposing changes. I have experienced an intentional willingness to collaborate, share information, and be available to answer questions that before no one was available/able/willing to answer. This speaks to me about the vision of changing the culture attached to Workforce Solutions and Workforce Connections to truly make it a place to help those in need – businesses and job seekers alike. I applaud the brave attitude to change the system and the culture, two of the hardest things to change from my perspective, but if successful of long-term impact to the community.

An example of this approach to collaboration is reaching out to our department to look for options and leverage upon resources beyond the Workforce Solutions system to be ready to tackle the challenges coming up with the reopening of the economy and now more than ever, the need to provide the resources available to those in need. I am very hopeful that we have someone of influence within the complex institutional workforce development system that is has the will, the interest, and the expertise to make this so needed changes.

I am supportive of the work you have started, and I am a willing partner to continue pushing for improvements, transparency, and a pathway that will result in long-term positive changes to our community.

Dr. Griselda T. Martínez

Las Cruces Director of Economic Development

Those in attendance are the supervisors and leadership for organizations located in our workforce centers – Adult Education, Adult and Dislocated Worker, Youth, Labor and Industrial, the Department of Workforce Solutions, and others. These meetings center around operations discussion like customer flow, staffing, planning individualized meetings, and increasing communication between supervisors. Since implementing these meetings, we have seen a decrease in general system miscommunication and an increase in cohesion between staff across the system operating with a unified front.

Expanding those meetings will be based on how well we expand our network. Since taking over operation as Southwestern New Mexico OSO, we brought key partner of Labor and Industrial Bureau: Labor Relations Division: New Mexico Department of Workforce Solutions back into the system and that group is now attending meetings and trainings and has participated in a job fair. Our OSO has brought on Economic Development as a key partner, representing the entire Southwest, including Silver City Workforce Alliance, Las Cruces Economic Development, Deming Economic Development, and Middle Rio Grande Economic Development, to name a few. She has also brought in Film Las Cruces and several regional film board members.

We have also refreshed and made official a partnership with Job Corps and that group has evolved from merely a resource and communicator to a co-located partner.

Strategies we will embrace to continue partnership expansion include becoming strategically involved with chambers of commerce in our region, working an expanded selection of boards and outside organizations to develop new partnerships and strengthen existing ones, and developing and utilizing an OSO survey to obtain suggestions and feedback from our key partners on what innovations are needed and who else should be invited to the table.

ii. Describe the strategies to increase and promote the participation in monthly workforce partner meetings that involve the required workforce partners in WIOA.

To promote participation in monthly workforce partner meetings, we offer inclusive engagement. We know our audience and when we encourage others to participate in our meetings, we not only promote our partnership, we explain how joining our network and becoming actively involved benefits them as well. It is essential that every partner realizes how important they are to the system as whole and we facilitate the action and discussion that leads to that. These meetings are regularly scheduled so staff from each organization can plan to be present. The location rotates so each partner has the opportunity to host, actively participate and present their own program. These meetings are not just protocol, they are platforms for training and sharing information. Moving forward, the plan is to be sure the focus of every other month's meeting is cross-training and, at least quarterly, these meetings focus on team building across all partners.

A visible and impactful success from our meeting model so far is the renewed triage and customer flow Standard Operating Procedures that supervisors from every workforce partner created collaboratively. Our OSO staff noticed there was a tension and general confusion among partner staff about how the triage process was supposed to work and we dedicated a large amount of time to mediating related misunderstandings. Triage can certainly be confusing across a large number of partners and when serving so many individuals with different needs. What we needed was a reference guide, on paper, to assure each staff member was informed about how that process was supposed to work and had something to check when they had questions. To directly address this issue, we charged the staff members of our workforce partners to work together to improve our triage process and create their own Standard Operating Procedures,

outlining steps of the process. This collaboration allowed us to innovate the process, allowing us to move customers through every step of the process in a more streamlined and efficient manner.

We are building and implementing a feedback survey for partners to help determine how best to improve our meetings and processes to be sure everyone is represented and feels their voices are heard. Ms. Lopez held a meeting in the most recent program year to gather direct feedback and advise how to collect suggestions in the future. The goal of this meeting, reinforced with an agenda structured to include all counties, was to ensure every representative from every area of our region had the opportunity to share their needs and know they were heard so we could address them appropriately.

iii. Describe how effective partnerships will be established to strategically serve those with significant barriers to employment, including but not limited to; Temporary Assistance for Needy Families (TANF), which services low-income individuals, Adult Basic Education (ABE), which serves individuals with basic skills deficiency and English language challenges, Department of Vocational Rehabilitation (DVR), which serves individuals with disabilities, Wagner-Peyser, Senior Community Service Employment Program (SCSEP), Job Corps, postsecondary career and technical programs, and veterans programs.

An extensive network of partner organizations operating across the region in offices and through various other access points, makes it easier for us to efficiently engage individuals in every county of Southwestern New Mexico. Integration with a range of partners enhances our service offerings to meet a variety of needs and address all kinds of barriers. We work with our partners to analyze who is currently using services in each location, their demographics, where they live, and other information about the current job seeker base will help us develop plans to adequately address any gaps. Our service strategies and examples for how we already reach a sample of target populations includes:

Population with Barriers	How We Engage
Temporary Assistance for Needy Families (TANF)	We work closely with area managers in each county for referrals. During the region's youth pilot program, we partnered with the current TANF provider, Creative Work Solutions (formerly SL Start), and started working on an MOU. In recent months we have done more collaborative work and have discussed implementing an internal system for referrals between TANF and other system programs. We currently utilize a universal intake and referral tool to ensure referrals between TANF and WIOA programs.
Adult Basic Education (ABE)	Adult Basic Education (ABE) is offered through community colleges and those programs are co-located in two of our centers in the region. We provide ongoing referrals and there is a project underway to braid funding for a transitional education program (TEP) with ABE, Youth and Adult and Dislocated Worker. Our intake forms inquire about high school education and completion and if a participant is deficient, we provide an automatic referral to ABE. The OSO has facilitated meetings with the partners and the funder over the TEP program since August 2019 and plans are in process to launch the pilot program in the

	fall.
Department of Vocational Rehabilitation (DVR)	<p>We work closely with the regional DVR who is also a board member. We partner for events and initiatives frequently. DVR supports job fairs with staffing needs, and we support their initiatives by bringing partners to the table and attending launches.</p> <p>DVR recently joined with an agency called E3 to develop a strategic plan, Bridges Out of Poverty, to wrap partners around vocational rehab clients. The OSO assisted in coordinating and facilitating community workshops and meetings beginning in November by assigning staff to assist and pulling partners together to register for as presenters at the events.</p>
Wagner-Peyser	<p>Co-located in all but one center, all customers are to be seen by Wagner-Peyser staff as the first step in our triage process. We collaborate specifically with the program through use of our intake and referral form, our triage team, Reemployment Services and Eligibility Assessment (RESEA) referrals and shared orientations. We collaborate with Wagner-Peyser on rapid hire, rapid response and job fair events, workshops, orientations and community events.</p>
Senior Community Service Employment Program (SCSEP)	<p>We have supported SCSEP by establishing work sites for SCSEP participants and serving as a program work site. SCSEP participants have received OJT in the areas of technical support in the resource rooms, administrative support and maintenance areas of our centers. Representatives attend our partner meetings and are invited to collaborate on job fairs in order to align participants with potential employers.</p>
Job Corps	<p>We work closely with Job Corps to serve youth clients. This program has routinely used our facilities across the region to host eligibility appointments and we are working on an infrastructure agreement to bring them into our centers an official and permanent co-located partner.</p>
Postsecondary Career and Technical Programs	<p>RWS has strong relationships with all the training providers in our region via our ITA program through Adult and Dislocated Worker and other special initiatives launched by cabinet secretary and funder. Continuous communication with these training providers year-round on referrals and program braiding. We have worked diligently to incorporate programs throughout the region into our eligible training provider system as approved providers. We have collaborated on campus events, took part in several meetings with department heads and assigned outreach team members to make regular visits to each campus to inform the students of our services. In 2018, we launched a two-day Q&A workshop in collaboration with Dona Ana Community College. Also, in 2018, we developed strategic plans for a pilot youth program to coordinate on-campus visits based on participant career interests across the region. We worked with every postsecondary</p>

	program in Southwestern New Mexico to accommodate participants' career pathways. We collaborate on co-enrollments with our Adult and Youth program year-round.
Veterans programs	Co-located in three centers, our OSO is routinely referring individuals to the Disabled Veterans Outreach Program Specialist. This veteran's program regularly holds meetings for updates on new regulations or guideline as applicable to all workforce staff and, as a part of the triage process, all veterans are routed through the VET process before any additional referrals are made. They refer to partners as needed once participants are embedded in their program. All centers operate under the Veterans Preference Act and we take guidance from our Department of Workforce Solutions Veterans Program leadership on related process and standards, including resource room preference and 24-hour job post hold.

(b) Cross Training Partner Staff

- i. Describe how you will lead and facilitate cross-training with workforce partners, to include, staff development among different workforce partners and creating a library of digital onboarding orientations on each of the core program partners' programs no later than October 31, 2020.*

The OSO facilitates training and cross-training for partner staff. Apart from our quarterly scheduled training, we provide one-on-one training for new partner staff when individuals come aboard or more formal sessions when people are hired in groups. We offer refresher training on state software and full-system training when policy and protocol change.

Staff development is a key piece of every training we offer. A half-day meeting in February focused on the OSO addressing customer service, de-escalation and other service strategies with staff from every partner.

Being responsible for cross-training of system staff allows us an opportunity to supplement our knowledge of local needs with our national experience. Our corporate training, including Legacy in Action customer satisfaction training and other instruction provided by our National Service Delivery Team can be provided remotely to staff from every partner organization. This training shares our customer service strategies and knowledge from a workforce expert with decades of experience directly with our partners in a way that cannot be easily duplicated by someone with smaller reach.

The table below details other cross-training we have offered to the full system and training sessions are planned with our corporate tools as we resume normal scheduling and delivery of services.

Training	Frequency
Customer Relations Module Training	Quarterly Moving Forward
Care Act	Monthly Moving Forward
Trauma Informed Care/Resiliency/Self Care	Annually Moving Forward
Virtual Job Fair Training	2-3 Sessions Until Mastered
Virtual Monitoring	As Needed

Virtual Phone Line Management	As Needed
Town Hall: Benefits W/ Cab Secretary	As Needed
WIOA Youth Program COVID-19 Webinar	As Needed
WIOA ADW Cross Training	Quarterly Moving Forward
Unemployment Insurance Basics Cross Training	As Needed
Work Opportunities Tax Credit (WOTC) Cross Training	Annually Moving Forward
Recession Readiness Planning	As Needed
Migrant and Seasonal Farm Worker Training	Quarterly Moving Forward
Project E3 Bridges Out of Poverty Training	1 More Next PY
De-Escalation, Customer Experience& Triage	Quarterly Moving Forward
Rapid Hire Applicant Screening Training	Annually Moving Forward
Regional Outreach (4 Year Plan) Training	1 More Next PY
Future Works (Data Pulling) Training	Quarterly Moving Forward
National Farm Worker Program Cross Training	Quarterly Moving Forward
Active Shooter Training	Annually Moving Forward
Youth Program Cross Training	Quarterly Moving Forward
Customer Flow Triage Training	Based on Need
Ring Central Cross Training	As Needed
Trainings Available Through RWS To All Partners	
Computer Essentials (Using RWS Materials)	Scheduled/In Process
GED Academy Training (Using RWS Materials)	Scheduled/In Process
Money Essentials Training (Using RWS Materials)	Scheduled/In Process
TABE Testing Training (Using RWS Materials)	Scheduled/In Process
Talent Market Training (Using RWS Materials)	Scheduled/In Process
Tips for Conducting Virtual Workshops	Scheduled/In Process
Drive Through Career Fairs Webinar	Scheduled/In Process
Virtual Workflow Monitoring Training	Scheduled/In Process
Virtual Case Management Training	Scheduled/In Process
Self-Care/Anxiety Training	Scheduled/In Process

In our role as incumbent OSO provider, we have begun work on a library of digital onboarding orientations and tools for each core program partner with the goal of having this project prepared for integration on the regional website by October 31, 2020. Ms. Lopez has created a video orientation for business services staff for this library and we have requested all partners submit voiceover orientation to the services they provide. These files have been embedded on the regional website and can be accessible by all partners during onboarding as a system-wide resource. We plan to expand this library to include other related presentations, a training syllabus and general timeline for completion, and links to full recorded trainings can all become part of a full one-stop training toolbox.

(c) Customer Service Strategy

- i. Describe the strategy that will be used to deliver excellent customer service. Explain how customers will be greeted and received upon entry to the workforce centers, the type of customer experience they will receive, and how they will be surveyed to*

monitor their experience. Include how these results will be provided on a real-time basis through online surveying and how it will be accessible to management, One Stop Operator, Administrative Entity, and the Board.

Legacy in Action is RWS' proprietary customer experience program used to provide unparalleled customer experience and service. All RWS staff are certified in the Legacy in Action program. As described on page 27, as a forthcoming innovation, RWS proposes to expand Legacy in Action training to system partner staff.

To develop Legacy in Action, we collaborated with the Disney Institute – a world-renowned organization that creates real and memorable experiences for their customers. This collaboration resulted in transforming the service experience of both our internal and external customers.

Through Legacy in Action, our vision of world-class customer experience is created by developing an environment of hope and success, paired with individualized services to assist each customer in reaching their highest potential and living their best life. To do this, we identify and provide customized services – a tangible item – but, more importantly, we focus on the ways in which we deliver these services/resources. These intangibles matter most. They make the difference between just meeting expectations and making memorable and life-changing impacts on those we serve.

Our work with the Disney Institute also led us to a defined Chain of Excellence that supports the Legacy in Action program, and therefore is the foundation of our work. The Chain of Excellence emphasizes:

- 1) **Leadership excellence** that requires strong leaders whose vision inspires the passion and excellence necessary to create an inspiring environment for staff to perform at their highest level.
- 2) **Employee excellence** that requires hiring talented, motivated, and high-performing staff who constantly innovate creative and smart ways to deliver complex programs in ways that make a meaningful, positive impact on lives of those we serve.
- 3) **Customer satisfaction** that is brought about the creation of an environment of hope and success through highly engaged staff and outstanding service offerings.
- 4) **Customer success** that includes the opportunity for our job seekers to reach their highest level of independence and truly live their best lives.

Through our staff training and setting behavioral competency goals and service expectations, we have transformed our organization from one that gets the job done, to one that inspires customers and employees to maintain integrity, respect for one another, professionalism, accountability, and focuses on and celebrates customer success.

RWS staff are introduced to Legacy in Action within one week of hire date, then required to complete training and take a competency test within 90 days of hire date.

To reinforce our Legacy in Action Service Expectations and to observe staff positively executing service expectations, we have developed a mobile observation tool that allows supervisors and colleagues to conduct on the spot observations delivering immediate feedback to supervisors and the individual. The training and observation tool are available to all partners at no cost.

The Legacy in Action participant feedback survey is available online through links, QR code scanning, and posters and marketing materials in the center asking for feedback. Because the survey exists online, results are easily organized, reviewed and reporting to the One Stop

Operator, AE, and the Board. To make this work as seamlessly as possible, and to continue to evolve service offerings and revolutionize the workforce services landscape, we rely on participant feedback. We value the information provided to us and use it as the baseline when we implement change, on both a local and a national scale.

In addition to our Legacy in Action model, we operate our Southwestern New Mexico programs with an automated intake and referral process. Implemented by RWS, this system exists within Geographic Solutions New Mexico Workforce Connection Online Software and can be done virtually instead of needing intake forms that have been used in the past, which increases efficiency. This is the only source of referral tracking and demographic data recording. at the local level and once the appropriate clearance is received, staff will be trained to use it appropriately.

(d) Business Engagement

i. Describe how business services teams will develop long-term relationships with employers and your organization's role in the sector partnership strategy process.

Our sector knowledge and refined business acumen make us well-aligned to facilitate the development and expansion of existing business relationships. We know how to communicate with business leaders and industry officials to determine the skills needed to fill positions in those fields. RWS also operates the Adult and Dislocated Worker program in Southwestern New Mexico and our trained business outreach team that operates in that capacity represents business services for all programs within the system. They have developed expertise working with employers in the entire region, especially in the harder-to-serve rural areas. They attend the events and make the referrals that make our employer network as strong as it is. They have been trained in asking the right questions and building the strong rapport informs us of their needs and how to best meet them.

RWS business services staff are trained with our two-tier Business Solutions Consultant Certification curriculum. This training was designed to coach our staff on techniques and provide tools to prepare business solutions consultants who can accurately assess the business needs and respond with solutions. These sessions require staff to research LMI, discuss, strategically plan and develop critical deliverables necessary to serve the business community and ensure performance objectives are met. Tier 1 training is available as an e-learning curriculum on RTS. Tier 2 training is a four-module customized training provided to staff at the career center or via webinars by a member of the national business solutions team. As part of our ongoing efforts to train all partner staff efficiently, this training can be made available to the full One Stop system.

To deepen our business relationships, we will work with the Board to create a regional outreach plan broad enough to allow flexibility to all involved, but stringent enough to ensure goals and metrics are met. This plan will align with the Southwestern Area Workforce Development Board's Strategic Vision and Goals, as outlined in the Modified Local Four-Year Plan PY 2016-2019, entitled "Building a Skilled & Ready Workforce: For an Ever-Changing Economy in Southwestern New Mexico" and will be aligned to specifically help meet the following goals:

Goal 1 - Establish stronger relationships with businesses and other trade or labor groups to better understand and prepare to meet their employment needs.

Goal 4 - Build relationships that promote long term success and connect youth to the workforce system.

We have furthered these goals in our work so far by expanding monthly workforce partner meetings to include economic development boards from around the region in an effort to build more direct bridges to our system for businesses in each community.

In addition to training and coordinating, the OSO's role is to support board's efforts to ensure the plan and goals come to fruition. We will develop our business relationships more thoroughly through use of our new Awareness Campaign, which is explained in greater detail in the following response.

ii. Describe the outreach process and how employers will be engaged to support the Board's targeted industries; to include, but not limited to, chambers of commerce, rotaries, and other employer groups.

Outreach at the present includes involvement in chambers of commerce and presence at local events, as well as the work we have done to participate in job fairs and the work we will continue to do to provide job fairs to every area of the region – even virtually – in the coming months.

OSO Darleen Lopez worked closely with the City of Las Cruces Economic Development Board to gain insight on business most impacted by COVID-19 and provide needed support, with efforts focused heavily on healthcare. She has also worked with the Deming Economic Development Board on a similar initiative to align forces in support of COVID-19 impacted businesses in Luna County. She recently applied for a committee position that would allow her to help advise City of Las Cruces economic programs and policies.

In addition to that economic outreach, one of our most notable achievements is implementation of our recently launched Awareness Campaign. Starting in April 2020 and budgeted for PY 20-21, we have contracted with a local vendor to ensure our outreach message and awareness of our service offerings is shared across all seven counties of the Southwestern New Mexico region.

This campaign has already started to be, and will continue to be, instrumental in spreading workforce system awareness. It is flexible enough to keep the message aligned with the current climate and evolving workforce services environment. This campaign reaches beyond the more densely populated areas of our service region to include impactful messaging for use in the smaller, more rural counties as well. In those areas, the approach is tailored, and our messages appear on billboards and in radio spots, based on proven ways to reach those residents.

iii. Describe the process and frequency of hosting hiring and job fair events by county for the program year. Describe the collaboration strategies to be used with workforce partners and the expected outcomes for both employers and job seekers. Include the method of how customer satisfaction surveys will be obtained and analyzed.

Major job fairs are currently held quarterly and each center partners with their local municipality, city, or economic development board to facilitate. In addition to those events, smaller job fairs happen throughout the year in coordination with individual employers or specific industries based on need.

The Mock It Till You Rock It! interview event was a state initiative and, in partnership with the AE and the public schools, RWS formed the planning committee and put on the event March 6, with a second event held a week later. RWS was instrumental in bringing together 358 jobseekers and 45 employers for the Convention Center Job Fair. During a Rapid Hire event in December, RWS staff helped the Department of Workforce Solutions interview and virtually interview individuals to fill their openings.

RWS will create a more formal partnership program for hosting job fairs, specifically virtual job fairs. Working with a contracted vendor, RWS is in the process of planning these future events based on best practices. These virtual events will be offered via Zoom video conferencing. The Zoom software is cost-effective, supports participation of several panelists, and allows ongoing audience engagement. The flexibility of the platform means workforce system staff can use it to facilitate follow-up with participants based on unique individual and business needs.

These virtual job fairs will allow us to host large group presentations (of up to 1,000 people), in addition to small-group or one-on-one breakout sessions in up to 50 separate “rooms.”

Registration is simple and can be tailored to each participating individual and employer. Employers can be provided the specific date, time, and log-in credentials and all workforce partners will be granted access and can participate. Job seeker participants can register simply by obtaining the link, so pre-registration is not required. Pre-registration can be encouraged to allow for planning based on estimated participation levels and because it enables staff to perform “light touch” screening of interested participants as they accept each registration. The ability to offer pre-registration means participants can submit questions and share their interests and employers they are most curious about in advance. URL tracking of registrations is possible and adds value because organizers will be able to see what source registrations are coming from, allowing us to target outreach to be sure every area in the region is represented.

(e) Community Outreach Strategy

- i. Describe how workforce services will be promoted in all communities within the Southwestern region, and how recruitment of priority populations will be conducted with partners.*

The newly implemented Awareness Campaign will help us to promote even more specifically our available system services in every single Southwestern New Mexico community. This campaign allows us the flexibility to change our mode of communication for each community and to change our message to better target those populations and to better fit the ever-changing climate. The related printed materials and radio ads will reflect our available services.

As part of this campaign, our contracted vendor will design and deliver community outreach and awareness materials within our seven-county region. The vendor is executing and leading content development for outlets including developing content and messaging for our One Stop services to be included on YouTube, Pandora online radio, and other digital and traditional channels and platforms to inform individuals across the region, via a variety of media, how to apply for unemployment and obtain our assistance and services.

Outreach is strategically designed to increase resource availability for those communities we serve where people are most in need. An additional aspect of our outreach effort has recently included the successful opening of a new office in Sunland and a new satellite location in Las Cruces. These locations were selected to bring services closer to the people who needed them. Individuals in the industrialized border corridor no longer have to seek out transportation or travel hours to obtain our services. We believe the best way to truly help people overcome barriers is to find ways to assist them without creating new obstacles.

- ii. Describe the strategies to collaborate and set recruitment goals with workforce partners to develop outreach campaigns to serve youth who are target populations within the public workforce system.*

One advantage of the collaborative and mission driven system we operate is that our programs

are integrated in a way we can provide a smooth and efficient transition from the WIOA Youth program to the WIOA ADW program. We place great focus on our ability to co-enroll those participants in programs when they are eligible for more than one – this includes youth who are old enough to be considered out-of-school and also adults – and provide cross referrals to youth and other participants who can benefit from the services of more than one partner program simultaneously.

Ms. Lopez was integral in bringing the current Youth provider into the system and has met with the Youth program director on several occasions and has previously supervised the youth career pilot program. She was able to reach in to our corporate toolbox to use national best practices to help develop an initiative and plan an event that not only recruited eligible youth, but helped them through touring and got them involved in the program in cohorts rather than individually and moved them through services efficiently to work experience. Her initiative was able to help address a Youth program struggle with enrollments and completion because it turned single exits into groups of 10 or 12 at a time.

The system also serves youth through our relationship with Job Corps. As a new co-located partner, Job Corps offers a different avenue for youth success than most services offer with its residential component. This developing partnership spotlights our ability to bring in new partnerships to strengthen not only our entire youth outreach scope, but the system as a whole.

Other partnerships to boost youth opportunities are our Alternative Licensure program with the Las Cruces Public Schools and our summer internship program with Gadsden Independent Schools. The Alternative Licensure program is allowing us to provide licensure to teachers who already have bachelor's degrees to help fill the education gap and attract teachers to New Mexico.

The summer internship program we are developing with Gadsden Independent Schools will provide paid summer internships for youth participants, ages 14 to 21, in agricultural mechanics, agricultural plant systems, architectural drafting, automotive, construction, welding, or creative media. Informational sessions for these programs were scheduled for March and deferred because of COVID-19 closures. We plan to move ahead with the program as soon as possible and according to safety and health guidelines.

(f) Board's Inventory Control

- i. Describe how the Board's inventory at the workforce centers will be inventoried, tracked, and reported. The Board currently has approximately 120 computers and monitors, 25 desktop scanner, and copier/printers throughout the seven workforce*

Paid Summer Internships
for ages 14 - 21

Get paid while learning in one of the following fields:

- Agricultural Mechanics •
- Agricultural Plant Systems •
- Architectural Drafting (CAD) •
- Automotive •
- Construction Trades •
- Welding •
- Creative Media •

Attend a student / parent orientation meeting to learn more:

- Tuesday, March 26, 2019 from 5:30 p.m. to 6:30 p.m. at Chaparral High School, 800 S. County Line Dr., Chaparral, NM 88081
- Thursday, March 28, 2019 from 5:30 p.m. to 6:30 p.m. at Gadsden ISD Board Room, 4950 McNutt Rd., Sunland Park, NM 88063

Contact Haydee Ramirez at (575) 524-6250 ext. 1029 or haydee.ramirez@helpnm.com to see if you qualify
www.EmployNM.com/gisd_summer_intern.php

Gadsden Independent School District in partnership with New Mexico Workforce Connection
A proud partner of the American Job Center

Federal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Relay New Mexico: 711 (Voice) or 1-800-526-8333 (TTY). Igualdad de oportunidades de Empleo/Programas. Igual to all: un servicio de apoyo está disponible para personas con discapacidades al ser requerido. Relay Nuevo México: 711 (Voz) o 1-800-526-8333 (TDD).

Our summer internship program with Gadsden Public Schools will offer paid internships for youth ages 14 to 21.

offices and in the two suites located at 500 S. Main Street in Las Cruces, New Mexico.

Currently, site managers track their individual inventory and report it to the OSO. The OSO and Assistant OSO use our internal inventory tracking system to keep all items accounted for and report quarterly to the AE. This consists of signature logs and forms to track equipment movement and inventory lists and tagging systems help ensure we are always aware of where existing items are and where each new item ends up within the system. Per the existing operational plan “An inventory list of furniture, equipment, technology (computers, printers, etc.) is maintained and organized by funder-owned and RWS-owned. New items purchased are added to the list while items that are inoperative are noted on the list. The project follows property disposal procedures.”

Currently, the OSO is researching automated inventory software we may be in position to implement in the future to supplement the Board’s system.

(g) Americans with Disabilities Act

- i. Describe the strategies and process, to include but not limited to equipment, all media messaging, and personal services, for maintaining physical and programmatic accessibility for individuals with disabilities in accordance with the Americans with Disability Act in all centers.*

A recent, region-wide assessment performed by the ADA Commission culminated in a report on every office location in our region. In collaboration with the ADA Commission, DVR and the Board, the OSO program has inventoried and is in the process of ordering equipment and items indicated in this report as being necessary to ensure our facilities are ADA compliant. To ensure consistency, we will conduct an annual ADA review of signage and equipment to assure we are fully accessible to every individual in need of our services. The OSO maintains the responsibility of tracking any and all changes to our accessibility and making any needed requests for updated signage or equipment. RWS OSO staff will continue to provide training to all staff, on an ongoing and as-needed basis, to assure every individual working for every partner is informed on how to offer the best services to job seekers regardless of any visible or invisible disability and how to help them locate services most efficiently that will offer them needed barrier remediation.

To aid in these efforts, we propose instituting a feedback survey available specifically to customers who require ADA accommodations to inform us first-hand how well we meet the needs of these individuals and how we can improve any related facets of service delivery in the future.

(4) Innovation & Continuous Improvement (225 points)

- (a) Provide a narrative to describe one (1) innovative initiative for the delivery of excellent customer service within the workforce system in Southwestern New Mexico. Include a timeline and expected outcomes.*

One innovative initiative we plan to implement to continue delivery of excellent customer service throughout the workforce system is the Welcome Team function derived from the Disney experience. Our OSO plans to implement this solution by offering our RWS Legacy in Action customer satisfaction training to all system partners.

At Disney, attention to detail is something of an art form. In the book, *Be Our Guest*, entire passages talk about this passion. This kind of creativity and attention to detail is woven throughout the Disney guest experience. From the signature “Have a magical day” that guests

hear when speaking to telephone agents, to the “Welcome foolish mortals,” they hear at the Haunted Mansion, these small, but important touchpoints demonstrate a devotion to detail that lets everyone know Disney guests are worth extra effort.

This is the model we want to execute for our centers. We want to present an immersive, catering, bold and customer focused triage process that begins as soon as the customer swings open the door. We want them to see a beautiful and welcoming space and be met with smiling, friendly faces that assure them they are where they need to be. We are eager to help them find any solution we can to help them meet their goals, even if that means referring them elsewhere to be sure they have any and all resources we can help them obtain. We want everyone who walks in to receive some benefit from doing so, and we want to be sure, from the first second of engagement, that we are proud of the work we are sharing.

One of our corporate resources, our Legacy in Action customer service training, can help make this vision a reality in Southwestern New Mexico. This training will be facilitated by a member of our National Service Delivery Team, in-person or virtually if needed. And it can be tailored to meet any customer service need that should arise as a result of the closing and reopening of facilities and any changing public health guidelines.

TIMELINE

We propose to begin implementing this initiative by the end of the first quarter of the next program year.

OUTCOME

Our primary goal is to provide a “no wrong door” feeling for customers that provides a quality experience for every single person who enters our centers despite their needs or eligibility, and a glowing first impression for them to retain as they work through our service offerings. An equally important goal is to ensure staff and the Board are proud of the services being offered and the impression their staff and attention to detail leave on those they serve and on the entire community.

(b) Provide a narrative describing the continuous improvement processes with partners that will be applied to improve the quality of services and effectiveness of the workforce system in Southwestern New Mexico. Include a timeline and expected outcomes.

RWS relies on timely and accurate collection, reporting, and review of data covering all workforce system partners. We focus heavily on quality as a company and conduct monthly Quality Measurement Tool (QMT) reviews of each location. Our QMT quality improvement and measurement system assesses operational conformance to customer requirements and to company policies and procedures, facilitates continual performance improvement and identifies best practices. The goal of this process is to identify strengths and opportunities for improvement, and to assist all involved staff in addressing areas that need improvement.

One of the QMT standards requires the annual development/update of detailed internal monitoring plans. The plan details standards for client file maintenance and review, documentation requirements, and level and frequency of internal monitoring of each file. It includes an internal self-assessment and an onsite review conducted by trained reviewers. Strengths and gaps are identified through these site reviews. Our continuous improvement model constantly assesses and addresses performance and customer satisfaction issues.

Our Continuous Quality Improvement Site visits are documented in Quick Base to observe

programs, note strengths and deficiencies, and log activities. The approval workflow allows shortcomings to be addressed and resubmitted. Reports are shared to keep partners and stakeholders fully informed. In response to the data collected, we implement training and Standard Operating Procedures accordingly with partner staff.

To facilitate customer feedback that contributes to our continuous quality improvement, we have refreshed the existing customer feedback survey. The form was reduced to 14 questions and the model shifted to a “happy or not” emoji style from a long form to make the experience quicker and more user-friendly. After this change, we went from 14 surveys completed in one center to 200 submitted in a month. We will be expanding this form of the survey to all centers.

TIMELINE

The goal is to have all RWS-controlled factors of this system operational by September, implementing them in a phased approach between now and then.

OUTCOME

Our primary goal would be to capture feedback more efficiently in every center so the OSO can more efficiently track performance and monitor the customer experience and use that feedback as the catalyst for future innovations that help meet goals and enhance the customer experience.

(c) Provide a narrative describing innovative outreach efforts with partners to those without internet, hard to serve populations in remote areas, and populations such as out-of-school youth.

The recently implemented Awareness Campaign is our most innovative outreach thus far and ensures our message and those of our partners are visible in every community we serve, despite remote locations and limited or no internet or communication access. This outreach is tailored to each service area and even customized to the audience we choose to target with each message, providing awareness across a variety of media platforms. This campaign has helped us more efficiently share the investment we have in every single county and community in our region.

To deepen that investment and make it even more apparent to those who have not yet bought in to what we can offer, and to continue to build on that outreach, the OSO is working to bring a mobile service unit to the Southwestern New Mexico region. A mobile location would offer all services available in our offices to every single resident in our region and require nothing of the individual to obtain them. It could mean the difference between providing life-altering opportunity to someone right outside their door to requiring them have internet or transportation to make it the hour or more to even a satellite location. It would allow us to ensure, without a doubt, that our integrated service model was truly “for all,” even those in the deepest corners of the region. And it would provide them the exact same access to resources we provide elsewhere, without requiring anything of them or giving them additional barriers to overcome to reach their goals.

(d) Describe an innovative approach to conduct customer follow-ups with customers to enhance their customer experience.

One way RWS has innovated customer follow-up that enhances the customer experience is by organizing and facilitating a weekly meeting with our co-located Business Services Team. Led by our One Stop Operator, these meetings focus on collaborative outreach, new job opportunities, economic trends, and other information essential to the job seekers our system serves. In establishing weekly meetings, our business team is held to a high standard of team

communication, which encourages more broad communication and encourages case managers to reach out to customers and share relevant information and good news as a form of follow-up. Our Awareness Campaign also allows us to connect to customers via text to alert them to opportunities and events, such as job fairs. Both of these examples are valuable because they allow for job seekers to not only walk out of our One Stop offices empowered but remain engaged with the workforce system and continue to have information about education and employment opportunities available at their fingertips with no additional work required from them.

MOST RECENT PROGRAM MONITORING REPORT, IF APPLICABLE

Administrative Entity
Southwestern Workforce Development Area

[REDACTED]

New Mexico
Workforce Connection

A Proud Partner of the American Job Center Network

May 6, 2020

[REDACTED]

Dear [REDACTED]

The Administrative Entity and Fiscal Agent for the Southwestern Workforce Development Board conducted a review of your organizations Workforce Innovation & Opportunity Act (WIOA) One Stop Operator for Program Year PY19 in the ResCare, Inc office. After the review of your response this Monitoring Report is closed.

I hope that the review has been helpful to you. Please express our appreciation to your staff for their cooperation and assistance during this review. If you have any questions, please feel free to contact

[REDACTED] or [REDACTED] at [REDACTED]

Sincerely,

[REDACTED]

Program Manager

cc: [REDACTED] WIOA Administrator
[REDACTED] Regional Director
[REDACTED], Vice President RWS
Monitoring file
Contract file

1

MONITORING REPORT

Performed on ResCare Workforce Services

Workforce Innovation & Opportunity Act
One Stop Operator
2019 Program Year

Issued by the
Southwestern Area Workforce Development Board

February 21, 2020

New Mexico
Workforce Connection

A Proud Partner of the American Job Center Network

EXECUTIVE SUMMARY

The Administrative Entity in conjunction the Fiscal Administrator for the Southwestern Area Workforce Development Board conducted a program and fiscal monitoring review of ResCare One Stop Operator Contract, its service provider for the Workforce Innovation & Opportunity Act (WIOA), Title I.

The purpose of the review was to evaluate the management and administration of the program, the quality of the services, and performance in order to determine if the program is operating in compliance with the approved local plan and in a manner that will ensure the achievement of the negotiated performance levels and outcomes.

The monitoring review was conducted in accordance with the requirements set forth in the Workforce Innovation & Opportunity Act, federal and state regulations, local policies and guidance letters. An approved desk review tool, which was revised in 2016, was used for this review. The tool contains a comprehensive review of the contract.

In addition, reviews are conducted on the sub recipient contract, support service documentation, performance measures, programmatic and fiscal practices, administrative practices, EEO requirements, individual employment plans, scanning documents into NMWOS as well as interviews with WIOA staff members.

In summary, this review found compliance in the areas monitored, there was one fiscal finding which is noted in this report.

Additional information may be obtained by contacting [REDACTED] at [REDACTED], email at [REDACTED] or [REDACTED] at [REDACTED], email at [REDACTED].

Fiscal finding

Finding Number 1	Finding	Sub recipient on multiple occasions has lost track of the reimbursement from the SAWDB. Timely depositing of Federal funds is essential for fiscally responsible management of federal funds.
	Required Action	Sub Recipient needs to implement a procedure that minimizes the amount of time between receipt of payment and the depositing the funds.
	Management Response	<i>Service provider, please use this section to respond to the finding. The accounting team has implemented a new procedure to ensure timely receipt and processing of all invoices and reimbursements. This method has been proven effective to date.</i>
	Status of Finding	<i>For monitors' use only: April 9, 2020: Mailing the checks to the Local Office vs. Corporate does seem to minimize the time for payment being received and deposited.</i>

MONITORING PROFILE**Date of Desk Review**

February 21, 2020

Site(s) Visited

One Stop Operator ResCare Office

Administrative Entity Monitors

██████████ Program Manager ██████████ Training & Development Specialist

██████████ Fiscal Administrator

Program(s) Reviewed

Workforce Innovation & Opportunity Act, Title I, One Stop Operator

Time Period for Data Covered in Review

July 1, 2019 – December 31, 2019 PY19

Entrance Conference

The entrance conference was conducted on February 21, 2020 at the One Stop Operator-ResCare Office

Attendees:ResCare

██████████ One Stop Operator

██████████ Assistant One Stop Operator

Southwestern Area Workforce Development Board

██████████ Program Manager

██████████ Training and Development Specialist

██████████ Fiscal Administrator

Exit Conference

The exit conference was conducted on March 3, 2020.

Attendees:ResCare

██████████ Regional Director

██████████ One Stop Operator

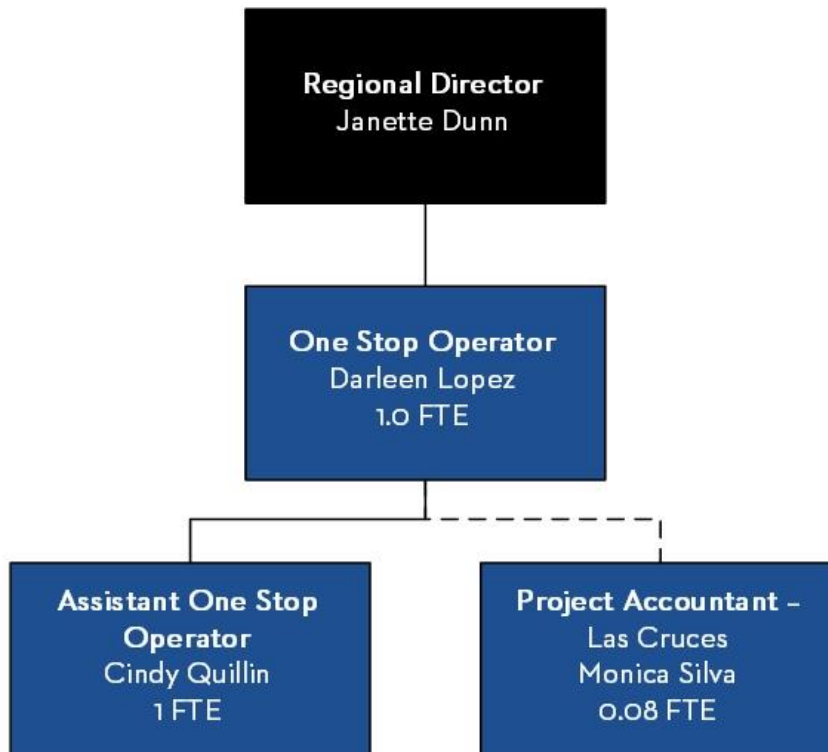
██████████, Assistant One Stop Operator
██████████, Project Accountant

Southwestern Area Workforce Development Board

██████████/Program Manager
██████████/Training and Development Specialist
██████████, Fiscal Administrator

REQUIRED ATTACHMENTS
ORGANIZATIONAL CHART

Southwestern New Mexico One Stop Operator Organizational Chart



JOB DESCRIPTIONS**ONE STOP OPERATOR****Reports to:**

Regional Director

Key Areas of Responsibilities

- Coordinates the service delivery of required and voluntary one-stop partners and service providers with a focus on common goals around access and quality of services for customers
- Provides oversight to One-Stop System and technical assistance, including assessment of customer satisfaction and customer experience with program services
- Convenes all partners and providers on a regular basis to determine, assess, and report on common goals
- Assists in the development of policies and processes to support the mission and vision of the One-Stop System
- Fosters an environment of clear communication between one-stop partners and providers, as well as customers
- Implements policies and initiatives developed by the funder
- Provides recommendations for professional development and service delivery innovations
- Ensures that One-Stop System performance is on target with overall system goals; reports System activities and outcomes (i.e., referrals, results, customer feedback, staff feedback, etc.) to the funder; provides recommendations for improved outcomes
- Partners with the funder to strengthen the One-Stop System through communication, service delivery, and other opportunities for enhancement
- Recruits new partners and providers to the One-Stop System based on local need and assists the funder in articulating the value proposition
- Ensures contract compliance with federal, state, and local mandates and contractual goals
- Supports One-Stop System staff development to increase overall knowledge and awareness
- May assist the funder in the development of content for and the coordination of receiving signed MOU and/or RSA agreements
- Serves as liaison with the funding source, mandated and voluntary partners and providers, businesses and business-serving organizations, training providers, and RWS
- Other duties as assigned

Education/Certificates, Licenses, Registrations

Bachelor's degree from an accredited university or college, or equivalent work experience.

Qualifications

Counseling or related workforce development experience. Career skills development experience. Five years professional experience organizing, planning and developing programs and services at a management level plus two years upper level management experience or equivalent combinations thereof. Demonstrated planning, training and supervisory abilities. Excellent written and verbal communication skills. Ability to delegate, monitor and evaluate complex and technical programs. Human resources and management skills. Bilingual a plus.

RESUME

DARLEEN LOPEZ
One Stop Operator

QUALIFICATIONS

Ms. Lopez is an esteemed visionary with strong communication and organizational skills and 10 years of administrative management experience. An excellent track record of dominating large tasks and special projects. Gifted coordinator and team leader with experience independently organizing the funding and execution of multiple community events. Intensely motivated by challenges and equipped to meet expectations with a professional demeanor.

EXPERIENCE
2018 to Present One Stop Operator – ResCare Workforce Services, Las Cruces, NM

- Community engagement, sourcing and partnership building
- Fiscal management, reporting, presenting, strategy development and initiative and systemic oversight

2014 to 2018 Administrative Manager – Overhead Door of Las Cruces, Las Cruces, NM

- Accounts payable/ receivable, reconciliations, coordinating meetings and scheduling
- Training, purchasing, disputes, marketing, sourcing, compliance and project planning.

2010 to 2018 Bookkeeper – First National 1870 Bank, Las Cruces, NM

- Fraud management, Accounts Payable/receivable, reconciliations, research and tax preparations. Compliance, data entry and HR assistant

EDUCATION

- Bachelor of Arts, Public Administration, Southern New Hampshire University, Manchester, NH
- Associate of Applied Science, Hospitality Services, New Mexico State University, Las Cruces, NM

LETTERS OF SUPPORT

Darlene, Good Morning,

I want to take a moment to send you this note in appreciation of the work that we have been discussing and putting in motion for the enhancement of the opportunities for our community. Before I go into the specifics of my experience with you, I want to share with you some background that will help fitting in my experience working with you.

I have been involved in the regional economic development for this region for about 10 years. During this time, we keep hearing about all the negative numbers we are #1's and very little on how to change it. From my perspective, one key element to changing the challenges into opportunities is to come into the game with a perspective of hope backed up with solutions and willingness to act on possibilities. In the workforce development conversation, I have found that the system is so complicated that even during years of intentional research to better understand it, I am still not knowledgeable enough to be of great influence to connect resources to those in need.

In my one-year or so of my interactions with you as the One-Stop Operator, I first saw an attitude of service and an willingness to listen people and the honesty to speak about the challenges, followed by proposing changes. I have experience an intentional willingness to collaborate, share information, and be available to answer questions that before no one was available/able/willing to answer. This speaks to me about the vision of changing the culture attached to Workforce Solutions and Workforce Connections to truly make it a place to help those in need – businesses and job seekers alike. I applaud the brave attitude to change the system and the culture, two of the hardest things to change form my perspective, but if successful of long-term impact to the community.

An example of this approach to collaboration is reaching out to our department to look for options and leverage upon resources beyond the Workforce Solutions system to be ready to tackle the challenges coming up with the reopening of the economy and now more than ever, the need to provide the resources available to those in need. I am very hopeful that we have someone of influence within the complex institutional workforce development system that is has the will, the interest, and the expertise to make this so needed changes.

I am supportive of the work you have started and I am a willing partner to continue pushing for improvements, transparency, and a pathway that will result in long-term positive changes to our community.

Thank you for your leadership, more to come!

Dr. Griselda T. Martínez

Director / Economic Development

Phone: 575-541-2428 Direct / 575-528-3477 Main / Email: gtmartinez@las-cruces.org



 Please consider the environment before printing this email

Darleen-Thank you for the opportunity.

I am very appreciative for the concise and frequent communication you maintain with all stakeholders. Myself in particular. For the time I have had the pleasure of working with you concerning various site issues, you have always been a good listener and have responded very much in support of common goals and objectives. Thank you very much and I look forward to maintaining open and honest communication.

Regards,

Ray Jojola

BSBM/MAOM

Bureau Chief/ Operations Manager

Labor and Industrial Bureau

Labor Relations Division

NM Department of Workforce Solutions

401 Broadway NE

Albuquerque, NM 87103

505-917-6042 cell

50-5-841-8611 desk

COORDINATION OF COMPREHENSIVE JOB CENTER OPERATIONS

Equus would like to bring current and relevant solutions to Southwestern Area Workforce Development. During 2020, we have expanded and enhanced our delivery model in ways that further support our ability to address the necessary volume and pace of services, while maintaining a focus on job seekers' individual needs in relationship to local labor markets. Key features we will promote in the New Mexico Workforce Connection network include:

- No wrong way to initially engage
- No one waits to begin receiving services
- Assessment that quickly identifies customized services needed

While operating as OSO, we will use this Talent Delivery Model as the standard for how system partners will be expected provide services to jobseekers and businesses. While this foundation will not impact signature service delivery of partners or overhaul processes already in motion, it will be used moving forward to influence general service structure and quality of services.



To facilitate a smooth, streamlined process across all New Mexico Workforce Connection centers, staff will be housed at the Centers. To maintain day-to-day operations at each center, Customer Services Specialists will be providing support on connecting with job seekers walking to the center or connecting with us via phone and/or virtually.

In alignment with the Southwestern Area Workforce Development Board employment initiative, our process flow will operate with assistance from the VOS kiosk. Upon entering any center, a first-time visitor will be able to select their reason for seeking center services and a Customer Services Specialist assigned to them will be able to engage them as appropriate and offer a one-on-one orientation to New Mexico Workforce Connection services and partners and the benefits of a membership. This orientation will also include registration in VOS System. Using our Legacy in Action customer service model, a customer-centered approach, relationship building and being intentional in connection with customers, an Equus facilitates Welcome function will link customers to the most appropriate services and referrals to meet their unique needs.

The remainder of the service flow will be dependent on and tailored to the needs customers and will evolve with implementation of our coordination and development of our network organization but will be based on the basic steps of engagement, needs evaluation, activity, and service connectivity.

Beyond engagement and orientation, the Customer Services Specialists will assist the visitor with an initial needs assessment to guide decisions on how to assist them. Equus can also offer our Career Pathways Explorer assessment tool. Developed through our partner Traitify, this assessment links to O*NET to help determine what types of jobs best match the participant's personality.

With information collected from both assessments, the Customer Services Specialists can refer each visitor immediately to partners that can provide needed services – demonstrating efficiency and assuring no one waits for services, transitioning them from the Welcome function to Skills Development.

We will coordinate the three system functions of Welcome, Skills Development, and Employment by operating each center as a true, integrated cooperative. We will foster open communication between each function just as we will each system partner. We will enforce the belief that each function is part of an ecosystem, co-dependent on each other to provide the smoothest, most effective customer service possible. The OSO will work with partner staff representative of each branch to modify the service flow as needed to ensure each function is operating as intended, meeting benchmarks, facilitating warm hand-offs of customers through each stage of the process, and communicating efficiently so employer needs are also being met. Once the system is operating with services fully aligned and a streamlined flow, the OSO can focus on functional coordination of services to meet broad system benchmarks.

To ensure customer control over and investment in the decision-making process, customers who choose self-service will also be able to receive basic services and referrals to partner programs as needed. These basic services would include registration in New Mexico Workforce Connection and resume creation tips, but also tele-coaching utilizing Equus tools that integrate with current Microsoft products and can offer broad access to connect individuals to workshops and virtual activities being held online.

In addition to Career Pathways Explorer, Equus brings a full suite of tools that can be offer to and utilized by any partners independently of the state system and we will work with partner staff on usage. A sample of those tools and descriptions of each is included below.

- **The Academy:** To address the need of job seekers for personalized skills training and remedial education, Equus developed The Academy. The Academy is our web-based learning tool that offers a library of more than 8,400 courses and credential-qualifying training in more than 100 industries. This platform serves as the portal to LinkedIn Learning, Money Essentials, Essential Education and Work Essentials.
- **Money Essentials:** This self-paced, mobile-friendly financial literacy course equips students with the tools they need to be successful at managing their money.
- **Essential Education:** We offer participants the opportunity to take advantage of GED Academy™, a component of The Academy that was developed in partnership with Essential Education, the premier publisher of adult learning materials. GED Academy is an online, stand-alone, self-paced, and fully customizable preparation program consisting of 600 interactive lessons for ABE instruction and GED/HSE tests.

As a current One-Stop Operator, Equus complies with all firewall requirements to avoid any perceived or actual conflicts of interest. Equus' internal document, Firewall Functional Roles, explains our practice on maintaining firewalls between the Job Center Operator and all service provider contracts. This is in clear alignment with WIOA's requirements related to firewalls for procurement, financial system, and oversight and monitoring.

The One-Stop Operator and ADW Project Director do not have a direct reporting relationship. Regional Director Adrineh Terantonians will serve as the organization's single point of contact with the funder and supervise the Job Center Operator. The Operator is supported by Mr. Harrison, who provides training, guidance, and access to best practices nationwide to include a national Community of Practice of One-Stop Operators, SOP templates, and numerous other resources for successfully and innovatively executing the functions of the One-Stop Operator.

Equus also has a specific policy relevant to the One-Stop Operator function and maintaining the firewall and avoidance of any real or perceived conflicts of interest.

In addition to those training resources, Mr. Harrison provides ongoing training and support to our current Operator. He facilitates a monthly One-Stop Operator Community of Practice that focuses on providing updates on policies, sharing of best practices about partner coordination and integrating services, and sharing resources including procedures and referral tracking.

Our System Partner Coordination Philosophy is that relationships we forge, and foster are all mutually beneficial – to us, to the partner, to the jobseeker, to the board, and to the community.

Our goal is to build upon the existing system partnerships and, as a system leader, expand through coordination and outreach the breadth of Southwestern area Workforce Development network.

Equus uses several strategies to pursue new relationships and establish solid relationships with co-located partners, including those relationships that might be strained or in need of objective solutions to overcome challenges and, ultimately, provide better service for customers. It is our goal for jobseekers and employers to see New Mexico Workforce Connection Centers as the place to go for all their workforce needs.



OFFEROR'S NAME: _____

STAFFING PLAN

Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE	
					WIOA	Non - WIOA Programs	Total	WIOA	
Example: Supervisor	Las Cruces	Yes	\$ 18.00	800	80%	20%	100%	\$	11,520.00
One Stop Operator	Las Cruces	Yes	\$ 33.30	2,088	100%	0%	100%	\$	69,530.40
Project Accountant	Las Cruces	No	\$ 33.25	209	100%	0%	100%	\$	6,942.60
One Stop Assistant	Las Cruces	Yes	\$ 19.52	2,088	100%	0%	100%	\$	40,757.76
HR	Las Cruces	Yes	\$ 20.23	104	100%	0%	100%	\$	2,112.01
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
							0%	\$	-
TOTAL								\$	119,342.77

PROFIT INCENTIVE SCHEDULE

WIOA PROGRAM

QUARTERLY PROFIT INCENTIVE (\$6,525 per quarter for a total annual amount of \$26,100)	\$ 6,525
--	----------

PROFIT INCENTIVE GOALS

** Pass or Fail Measure*

Quarterly Workforce Center Customer Satisfaction Rate*	Number	Percentage Allocation	Amount
Deming	90%	4%	\$ 261.00
Las Cruces	95%	4%	\$ 261.00
Lordsburg	90%	4%	\$ 261.00
Silver City	90%	4%	\$ 261.00
Socorro	90%	4%	\$ 261.00
Sunland Park	90%	4%	\$ 261.00
TorC	90%	4%	\$ 261.00
Total		28%	\$ 1,827.00

Quarterly Business Services Team Customer Satisfaction Rate*	Number	Percentage Allocation	Amount
Deming	90%	4%	\$ 261.00
Las Cruces	90%	4%	\$ 261.00
Lordsburg	90%	4%	\$ 261.00
Silver City	90%	4%	\$ 261.00
Socorro	90%	4%	\$ 261.00
Sunland Park	90%	4%	\$ 261.00
TorC	90%	4%	\$ 261.00
Total		28%	\$ 1,827.00

Monthly Workforce One Stop Partner Meeting Attendance Rate*	Number	Percentage Allocation	Amount
Meeting Attendance of Required WIOA Partners**	80%	22%	\$ 1,435.50
Total			\$ 1,435.50

Contractual Obligations and Expenditure Rates *

Expend not less than 90% of the quarterly projection amounts as stated in the Budget Information Summary	22%	\$ 1,435.50
Total		\$ 1,435.50

Overall Total	100%	\$ 6,525.00
----------------------	-------------	--------------------

1) The administrative entity will conduct online customer satisfaction surveys for both workforce center customers and businesses.

*Profit incentives will be reported quarterly not later than October 15, 2021, January 15, 2022, April 15, 2022, and July 15, 2022. Quarterly payments will be made within 30 days from receipt report.

**WIOA Require Partners per 20 CFR § 678.400. The One Stop Operator is required to host monthly partners meetings with required WIOA partners. This incentive requires not less than 80% of the partners to attend in-person or online.

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Agenda Item Resolution 20 – 46 approves a third-year contract agreement with Youth Development Incorporated to provide WIOA Youth Services in the amount approved in the PY21 SAWDB Budget for the period of July 1, 2021 through June 30, 2022, and authorizes the board chair or vice-chair to sign the agreement</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is presented for your consideration to approve a contract agreement with Youth Development Inc. in the amount of \$2,100,000.00. This is the same contract amount as in PY20 (July 1, 2020, through June 30, 2021).</p> <p>The scope of work provides WIOA youth services for individuals within the seven-county region and the term of the agreement is from July 1, 2021, through June 30, 2022. The number of individuals to be served are 370 participants, a 10.45% increase from the previous year. The Administrative Entity will obtain exhibits from the service provider for inclusion in the contract agreement.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 46.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Proposed Contract Agreement 	

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/AMENDMENT NO. PY21-WIOA-06	CONTRACT PERIOD July 1, 2021 to June 30, 2022
--	---	--

This **Contract Amendment Agreement** is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **Youth Development, Inc.**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide **WIOA Youth Services** in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

This Agreement consists of this WIOA Contract Cover Sheet; Sub-Grant Agreement Provisions; Scope of Work; Budget; and Exhibits.

2. NAME OF PROVIDER Youth Development, Inc.	3. NAME OF PROVIDERS POINT OF CONTACT Diego Gallegos, Ed.d.
ADDRESS 6301 Central Ave, NW	TITLE OF POINT OF CONTACT Chief Operating Officer
CITY, STATE & ZIP Albuquerque, NM 87105	TELEPHONE/FAX/EMAIL Phone: 505-831-6308 Fax: 505-352-3400 Email: dgallegos@ydi.org
4. FUNDING TYPE(S) (Check those that apply) TITLE I <input type="checkbox"/> Adult <input type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$2,100,000.00	\$2,100,000.00

AMOUNT OF MODIFICATION

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AMOUNT OF TOTAL CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$2,100,000.00	\$2,100,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

- (A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a “Sub-Grant Agreement.” The parties to this agreement are the Southwestern Area Workforce Development Board, as the Local Workforce Development Board (LWDB) and **Youth Development Inc.**, the Sub-Grantee. The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA). The funding for this agreement is provided by the Workforce Innovation and Opportunity Act and the United States Department of Labor.
- (B) The purpose of the Workforce Innovation and Opportunity Act includes:
- (1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment
 - (2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system
 - (3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts
 - (4) Promoting improvement in the structure and delivery of services
 - (5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation
- (C) The Local Workforce Development Board has authorized the Local Administrative Entity to negotiate and issue this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide employment and training programs consistent with the WIOA, the State Plan, the LWDB’s local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

- (A) Duties and Obligations of LWDB
- (1) The LWDB shall serve as the Grantee for WIOA for the Southwestern region of New Mexico. Through its Administrative Entity (AE) and Fiscal Agent (FA), the LWDB shall provide staff support to the Sub-Grantee and shall be responsible for the day-to-day fiscal and program administration and oversight of the Workforce

Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantee through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(B) Duties and Obligations of the Sub-Grantee

- (1) The Sub-Grantee's duties and obligations are to comply with the federal, state, and local regulations, policies, and guidance letters, as well as the Sub-Grantee's scope of work and budget.

(C) Effective Date and Term

- (1) This Agreement shall be effective upon signature of the Chairperson of the contracting LWDB (or their respective designees), and the designated Sub-Grantee officer (or their respective designee). Performance of the Agreement shall commence and end on the dates indicated on the contract cover sheet, unless terminated earlier pursuant to the terms of this Agreement.

(D) Funding

- (1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers based on the USDOL-mandated formulas. Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct an early one-year recapture of funds for purposes of reallocation. The amount of recapture, if any, must be based on the amount by which the prior year's unobligated balance of allocated funds exceeds 20 percent (20%) of that year's allocation for the program, less any amount reserved (up to 10%) for the costs of administration. Unobligated balances must be determined based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.
- (2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.
- (3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

(A) Maintenance of Integrity in the Expenditure of Public Funds Under Penalty of Law

- (1) Sub-Grantee shall take every reasonable course of action to maintain integrity in the expenditure of public funds to avoid any favoritism, conflict of interest,

disallowed cost or other questionable or improper conduct as defined in WIOA, the Governmental Conduct Act, the New Mexico Procurement Code and other applicable laws and by-laws. The parties agree to administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gains or motives. In administering this Contract, the Sub-Grantee, its executive staff, and employees, shall avoid situations that, to a reasonable person, appear to call into question the party's loyalty to the highest fiduciary standard of conduct.

- (2) Expenditure Authorization Procedures: Sub-Grantee agrees to abide by LWDB rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.
 - (a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.
 - (b) Sub-Grantee will establish local policy and procedures for their sub-grantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.
 - (c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.
 - (d) Sub-Grantee acknowledges that USDOL, AE, FA, the State Auditor's Office or other authorized agent has the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.
- (3) Modification Procedures
 - (a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved waiver(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change result from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to the Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.
 - (b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.

- (c) If changes in labor market conditions, funding, or other factors require substantial deviation from an approved scope of work and/or budget, then Sub-Grantee shall submit a modification of such plan which shall be subject to review by the AE.

(4) Reporting Requirements

- (a) Financial: Sub-Grantee shall comply with the established policy as set forth by the AE and FA regarding fiscal reporting requirements. These include the tracking and reporting of stand-in costs and program income. Monthly Financial Reports must use the required AE and FA format. An electronic copy of the Monthly Financial Report complete with signature must be submitted to the AE and FA by the 15th day following the last day of each month. Original copies must be retained by the Sub-Grantee.
- (b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.

(5) Maintenance of Funds in Appropriate Financial Institutions

- (a) Sub-Grantee shall maintain all funds in cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage.

(6) Payment Contingency

- (a) The parties recognize that Sub-Grantee is to be paid, reimbursed, or otherwise compensated, in whole or in part, from available Federal funds. Therefore, Sub-Grantee understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the LWDB's receipt of such funds from the state and or federal government and upon the continued receipt of such funds.

(7) Performance Standards

- (a) Sub-Grantee shall comply with performance criteria negotiated with the AE. Upon request by the AE, Sub-Grantee shall provide such data as the AE may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The AE recognizes that Sub-Grantee has the authority and discretion to add its own internal policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.
- (b) If applicable, and with the approved subcontracts by the AE, Sub-Grantee shall assure that any subcontracts developed in conjunction with federal WIOA funds shall contain applicable performance standards for adults, dislocated workers, youth, and customer satisfaction, and any federal and state amendments established by law. Sub-Grantee shall perform any necessary data collection and evaluation for such additional local standards.

IV. CONFIDENTIALITY, DATA MANAGEMENT, RECORD MAINTENANCE, AND AUDITING

(A) Data Access and Automation Requirements

- (1) Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP, ACH Network, etc. Sub-Grantee shall ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.
- (2) Sub-Grantee agrees to:
 - (a) Maintain computer equipment to ensure connectivity with the State Workforce Connection On-Line System;
 - (b) Adhere to the requirements set forth in applicable state policy; and
 - (c) Use a common management information system as determined by DWS and require providers to also utilize it as the primary management information system.
 - (d) Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures.

(B) Retention of Records

- (1) Sub-Grantee and any subcontractors shall retain all such records in accordance with federal regulations and State record retention laws.
- (2) Fiscal Records
 - (a) In addition to any requirements imposed elsewhere in this Grant Agreement, Sub-Grantee shall retain accurate, current, separate, and complete fiscal records sufficient and otherwise adequate to provide full disclosure of the status of the funds received under this Agreement. All such records shall be adequate to allow USDOL, independent auditing firms and the AE and or FA to audit and monitor the Sub-Grantee at any time as deemed appropriate by the AE or FA All such records, documents, communications, and other materials shall be the property of the State and shall be maintained by Sub-Grantee in a central location as custodian for the LWDB.
- (3) Fixed Asset and Inventory Maintenance
 - (a) Sub-Grantee shall adhere to the requirements for maintenance of fixed assets in accordance with AE, FA, federal, state rules and regulations.
- (4) Retention of Complaint Records
 - (a) Sub-Grantee, and any subcontractors, shall retain, for a minimum period of not less than three (3) years from the date of resolution, all records

regarding program complaints and all actions taken to resolve such complaints and to assure resolution within established time frames.

- (b) Sub-Grantee will immediately notify the AE upon receipt of any complaints to obtain technical assistance in the resolution of such complaints and to assure resolution within established time frames. If pending litigation, an audit, or a claim involving a Sub-Grantee is initiated prior to the end of the referenced retention periods, then such retention period automatically renews for an additional period of three (3) years or until such litigation, audit, or claim is finally resolved.

(5) Confidentiality of Records

- (a) Sub-Grantee agrees to be bound by all confidentiality requirements of the WIOA and of the State of New Mexico, including but not limited to, the New Mexico Inspection of Public Records Act. Any breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, shall constitute good cause for the AE to cancel this Agreement, without liability to the LWDB. Any AE waiver of an alleged breach of confidentiality by Sub-Grantee, or third party agents of Sub-Grantee, does not constitute a waiver of any subsequent breach by Sub-Grantee, or third party agents of the Sub-Grantee.

(6) Ownership of Materials, Information, Data, Computer Software, Documentation, Studies, and Evaluations

- (a) Unless otherwise provided for in this Contract, the parties agree that all materials, information, data, computer software, etc., are the sole property of the State of New Mexico. The AE may request that Sub-Grantee deliver these items to the AE upon completion, termination, or cancellation of this Agreement. Sub-Grantee shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of Sub-Grantee's duties and obligations under this Agreement without the prior, express, written consent of AE and the State of New Mexico.

(7) Confidentiality of Data

- (a) Computer Matching and Privacy Protection Act (CMPPA) Agreement
 - (i) The Sub-Grantee will comply with the terms and conditions set forth in the CMPPA that is part of the Information Exchange Agreement (IEA) between the Social Security Administration (SSA) and the New Mexico Department of Workforce Solutions (DWS). The Sub-Grantee will not duplicate, disseminate, or disclose such data without first obtaining through DWS, SSA's prior written approval. A copy of the CMPPA and IEA are available from DWS upon request.
 - (ii) The Sub-Grantee understands that access, use or disclosure of social security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

- (iii) IT resources shall not be used to reveal confidential or sensitive information, client data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Users who engage in the unauthorized release of confidential information via the state's IT resources, including but not limited to newsgroups or chat rooms, will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.
- (iv) Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.

(8) Compliance with Applicable Audit Requirements

- (a) Sub-Grantee shall ensure that it, and its sub-recipients, if any, will comply with all provisions of the Single Audit Act and 2 CFR Part 200 Subpart F (formally OMB Circular A-133) of the OMB Uniform Guidance Regulations, USDOL Exception at 2 CFR 2900.2 and the New Mexico State Auditor requirements. Sub-Grantee shall also institute policy and procedures for its sub-recipients that comply with these audit provisions. A complete copy of the audit must be submitted to the AE and FA within 30 days after completion of said audit. Failure to comply with the applicable audit requirement may result in the application of remedial actions, sanctions and and/or cancelation of the Agreement.

(9) Rights Of Inspection

- (a) In accordance with federal regulations, the AE, FA, SAE, USDOL, the Comptroller General of the United States, the New Mexico State Auditor's Office and any of their authorized representatives shall, during business hours, have access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staffing records, independent audit work papers and any other documents, and shall be allowed to monitor and review such through on-site review visits. The right to access may last beyond the prescribed period of record retention in accordance with State record retention laws.

(10) Financial and Performance Monitoring

- (a) Sub-Grantee shall permit the AE, FA, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.
 - (i) Sub-Grantee shall review the monitoring reports by the AE, FA, SAE, USDOL or its representatives, and shall act promptly, under direction of the AE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the AE may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

- (1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:
 - (a) State policy, SAE rules, program information notices or technical assistance guides;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
 - (c) The Wagner-Peyser Act of 1933;
 - (d) The Civil Rights Act of 1964, Title V;
 - (e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
 - (f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).
 - (g) Americans with Disabilities Act of 1990;
 - (h) The Hatch Act;
 - (i) Child Labor Laws;
 - (j) Occupational Safety and Health Act (OSHA);
 - (k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
 - (l) Social Security Act;
 - (m) Military Selective Services Act;
 - (n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);
 - (o) Fair Labor Standards Act;
 - (p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;
 - (q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;
 - (r) Age Discrimination Act of 1975;
 - (s) New Mexico Human Rights Act;
 - (t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,
 - (u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

- (1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.
- (2) If the Agreement is terminated by AE as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.
- (3) Sub-Grantee shall be obligated to return any payment advanced under the provisions of this Agreement over the amount needed to cover the compensation for services performed discussed in this section. If this Agreement is terminated for cause, or due to the fault of either party, the Termination for Cause or Default provision shall apply.

(B) Termination for Default (Cause)

- (1) If for any cause, either party to this Agreement shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement the other party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the non-performing party of its intent to terminate and provide at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination for cause, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. Sub-grantee shall be obligated to return any payment advanced under the provisions of this Agreement.
- (2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the AE withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the AE from Sub-grantee is determined.
- (3) If after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

- (1) In addition to any other remedies provided for in this Agreement, or by law, the parties may exercise the following remedial actions if the other party substantially fails to satisfy or perform its duties or obligations under this Agreement.
- (2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory,

insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:

- (a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;
- (b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Sub-grantee, or withholding of provision of further performance by Sub-grantee until necessary performance or corrective actions are satisfactorily completed by AE;
- (c) Deny payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.
- (d) Terminate this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

- (1) Sub-grantee shall maintain a written code of standards governing the performance of its boards, councils, and employees engaged in the award and administration of contracts. This Code of Conduct may substantially conform to the model code available from the New Mexico Secretary of State. No employee, officer or agent of Sub-grantee, shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of the employee's immediate family, the employee's partner; or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Sub-grantee, or officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Sub-grantee's, potential Sub-grantee's, or parties to subcontracts. Sub-grantee warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this agreement. Sub-grantee shall comply with the disclosure requirements of the Conflict of Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

(B) Insurance

- (1) Sub-grantee shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet

its liabilities under the Act. The Sub-grantee shall provide certificates showing adequate insurance coverage to AE with the signed Grant Agreement.

- (2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.
- (3) The insurance shall include provisions preventing cancellation without 60 days prior notice to AE and the State of New Mexico by certified mail.

(C) Notice of Pending Litigation

- (1) Unless otherwise provided for in this Agreement, Sub-grantee shall notify AE within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this Agreement and which has been filed in any federal or state court or administrative agency. Sub-grantee shall immediately deliver copies of any such documents to the AE.

(D) Certifications

- (1) By signing this Grant Agreement, Sub-grantee agrees to provide, comply with, and, execute the certifications attached to this Sub-Grant Agreement.

(E) Exhibits

- (1) The original Grant Agreement exhibits are incorporated into Grant Agreement Modifications and Sub-grantee agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:
 - (a) Exhibit A - Assurances and Certifications
 - (b) Exhibit B - Liability & Bonding Insurance
 - (c) Exhibit C - Indirect Cost Rate Agreement
 - (d) Exhibit D - Budget Information Summary
 - (e) Exhibit E - Information Request Form;
 - (f) Exhibit F - Campaign Contribution Form
 - (g) Exhibit G - Scope of Work and Budget

(F) Liability

- (1) Any liability incurred by SAE in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

(G) Sub-Grantee;

- (1) Shall provide service at the workforce centers located in the southwestern area, and may provide itinerant services at other locations and cities, as stated in the sub-grantee's scope of work.
- (2) Shall conduct periodic quality assurance reviews on participant files and operations in accordance with the state or local guidance letters and or policy.
- (3) May make budget adjustments and programmatic modifications with written approval of the WIOA Administrator.
- (4) Shall submit program activity and fiscal reports that are due to the Administrative Entity and Fiscal Agent's office not later than the 15th day of the following month.

- (5) Shall submit the contract close-out not later than 45 day after the term of this Agreement.

VIII. REFERENCES

- (A) Workforce Innovation and Opportunity Act (Pub. L 113-128)
- (B) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIA to WIOA)
- (C) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act))
- (D) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)
- (E) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)
- (F) Training and Employment Guidance Letter 27-14 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)
- (G) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)
- (H) Training and Employment Notice 37-14 (Complying with nondiscriminatory Requirements)
- (I) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)
- (J) Training and Employment Guidance Letter 1-15 (Implementation of Waivers approved under the Workforce Investment Act)
- (K) Training and Employment Guidance Letter 3-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)

IX. WIOA YOUTH SERVICE REQUIREMENTS

- (A) To provide guidance and direction regarding the administration of the provisions of the Workforce Innovation and Opportunity Act including Youth program services and activities.

(B) REQUIREMENTS AND PROGRAM ELEMENTS

Local youth providers and programs must make the following services available to youth participants:

- (1) tutoring, study skills training, instruction, and evidence- based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of

- attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- (2) alternative secondary school services, or dropout recovery services, as appropriate;
 - (3) paid and unpaid work experiences that have as a component academic and occupational education, which may include—
 - (a) summer employment opportunities and other employment opportunities available throughout the school year;
 - (b) pre-apprenticeship programs;
 - (c) internships and job shadowing; and
 - (d) on-the-job training opportunities;
 - (4) Occupational Skill Training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in section 123;
 - (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - (6) Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
 - (7) Supportive services;
 - (8) Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
 - (9) Follow-up services for not less than 12 months after the completion of participation, as appropriate;
 - (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
 - (11) Financial literacy education;
 - (12) Entrepreneurial skills training;
 - (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
 - (14) Activities that help youth prepare for and transition to postsecondary education and training.

X. YOUTH PROGRAM DESIGN

- (A) Required Youth Program Components: the following youth program components must be incorporated into youth provider contracts and reflected in contract scope of work.
- (B) Funds allocated to a local area for eligible youth under WIOA section 128(b) shall be used to carry out, for eligible youth, programs that—
 - (1) provide an objective assessment of the academic levels, skill levels, and service

needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;

- (2) develop service strategies for each participant that are directly linked to 1 or more of the indicators of performance described in WIOA section 116(b)(2)(A)(ii), and that shall identify career pathways that include education and employment goals (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted, except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program;
- (3) provide—
 - (a) activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential
 - (b) preparation for postsecondary educational and training opportunities
 - (c) strong linkages between academic instruction (based on State academic content and student academic achievement standards established under section 1111 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311)) and occupational education that lead to the attainment of recognized postsecondary credentials
 - (d) preparation for unsubsidized employment opportunities, in appropriate cases
 - (e) effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets
- (4) At the discretion of the local board, implement a pay-for-performance contract strategy for elements described in paragraph (2), for which the local board may reserve and use not more than 10 percent of the total funds allocated to the local area under WIOA section 128(b).

XI. OUT OF SCHOOL YOUTH (OSY) EXPENDITURE REQUIREMENT

- (A) WIOA requires a minimum OSY expenditure rate of 75% for youth formula-funded program. The 75% expenditure rate is a minimum requirement; therefore, local areas may spend up to 100 percent of their local area youth funds on OSY as directed by local board policy.

(1) Calculations

- (a) The OSY expenditure rate for local area funds is calculated after subtracting funds spent on administrative costs. For example, if a local area receives \$1 million and spends \$100,000 (10 percent) on administrative costs, the remaining \$900,000 is subject to the minimum OSY expenditure rate of 75 percent. In this example, the local area would be required to spend at least \$675,000 (75 percent) of the \$900,000 on OSY.

(2) Tracking

- (a) The OSY expenditure rate is tracked for a specific program year allotment. Determination of whether a local area meets the 75 percent OSY expenditure requirement is made upon completion of expenditures of all funds in the specific program year's allotment. Local areas must track funds spent on work experience.

XII. YOUTH - EXPANDED WORK EXPERIENCE FOCUS

- (A) Work experience is a critical WIOA youth program element. For WIOA youth funds, local areas must implement the 20 percent minimum work experience expenditure rate. Paid and unpaid work experiences that have as a component academic and occupational education may include the following four categories: summer employment opportunities and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.

(1) Calculations

- (a) Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences. The 20 percent minimum is calculated based on non-administrative local area youth funds and is not applied separately for ISY and OSY. All staffing costs included in the 20% minimum must be tracked, justified and documented. Staffing costs must be reasonable and not exceed 10% of the work experience expenditures.
- (b) For example, if a local area received \$1 million in local WIOA youth funds, and spent \$100,000 (10 percent) on administrative costs, the minimum work experience expenditure requirement would be based on the remaining \$900,000. In this case, local areas would need to spend a minimum of \$180,000 (20 percent) on the work experience program element with no more than \$18,000 to support staffing costs.

(2) Tracking

- (a) Sub-Grantee must track funds spent on the 20% work experience requirement.

XIII. PERFORMANCE MEASURES

- (A) The Sub-Grantee must comply with and are accountable for all negotiated performance

levels.

- (B) Sub-recipient must meet or exceed all the following performance measures and levels. These performance measures may be amended in writing through the LWDB’s administrative entity to match the LWDB’s negotiated performance measure with the SAE.

	Youth
Employment Rate 2nd Quarter After Exit	64.0%
Employment Rate 4th Quarter After Exit	62.0%
Median Earnings 2nd Quarter After Exit	\$3,190
Credential Attainment 4th Quarter After Exit	45.0%
Measurable Skills Gain	45.0%

XIV. CORRECTIVE ACTION AND SANCTIONS

- (A) Sub-Grantee may be subject to corrective action and sanctions for failure to comply with one or more contracted performance measures; contract provisions; federal or state statutes, regulations, guidance, directives, or circulars. To accomplish the purposes of this section, the Administrative Entity may require, at any point during the year that a WIOA Sub-Grantees cooperate with remedial actions, including, but not limited to, entering into a Performance Improvement Plan, additional performance reviews and technical assistance activities. The purpose of imposing sanctions is to ensure accountability of Sub-Grantees in meeting the needs of employers and job seekers; ensure the achievement of negotiated performance, outcomes and goals; ensure adequate returns on New Mexico investments.

LWDB: _____
 Authorized Signature

 Date

Sub-Grantee: _____
 Authorized Signature

 Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2021

By signing the Agreement and on the line below, the Sub-recipient's signatory official is providing the certifications and assurances referenced therein as detailed in the attached documents.

Sub-recipient (PRINTED NAME)	DATE
SIGNATURE	

ASSURANCES AND CERTIFICATIONS

The New Mexico Department of Workforce Solutions (NMDWS) will not award a grant or agreement where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under the Agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

By signing the face sheet of this Agreement, the Grantee is providing the above assurances and certifications as detailed below:

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS.**

The prospective primary grantee certifies to the best of its knowledge and belief, that the grantee and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary grantee is unable to certify to any of the statements in this certification, such prospective grantee shall attach an explanation to this proposal.

B. CERTIFICATION REGARDING LOBBYING- Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this Agreement, the Grantee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, additionally the LWDB may be subject to suspension of payments or termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about —
 - i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
 - . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:
 - c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

- d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or;
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition of the award of financial assistance from the USDOL under Title I of WIOA, the Grantee assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;
- b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Grantee's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the Grantee makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance.

3. FINANCIAL CAPABILITY CERTIFICATION

- a. The Grantee certifies the organization has a financial management system capable of tracking and accounting for WIOA funds received and disbursed.

- b. The Grantee certifies the organization has the fiscal capability of providing services pending payment or reimbursement.
- c. The Grantee certifies the organization has resolved all questioned/disallowed costs from prior monitoring or audit reviews.
- d. The Grantee certifies all prior year audits have been resolved.

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

EXHIBIT C
INDIRECT COST RATE AGREEMENT

Exhibit D – Budget Information Summary

The budget information summary will be included in a subsequent amendment to this agreement. The delayed award notice from DWS does not provide sufficient time for the Sub-grantee to development the budget information summary.

Federal Funding Accountability and Transparency Act INFORMATION REQUEST FORM

This form is required by the New Mexico Department of Workforce Solutions (NMDWS) to fulfill federal requirements under the Federal Funding Accountability and Transparency Act (FFATA) Sub award Reporting System (FSRS). FFATA reporting is a requirement for sub awards of federal awards in excess of \$25,000. The FFATA requires information on federal awards to be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements, contracts, and subcontracts. The FFATA does not require inclusion of individual transactions below \$25,000. The information below is required before the Agreement can be executed.

Part I.

A. Subcontractor's Central Contractor Registration (CCR) Number and Dun and Bradstreet Data Universal Numbering System (DUNS) Number

To Be Completed by Subcontractor

* - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

Are you registered in CCR (<http://www.ccr.gov>)? Yes No

The CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements and other forms of federal assistance. Whether applying for assistance awards, contracts, or other business opportunities, all entities are considered "registrants." According to the FAR 4.11, vendors must be registered in CCR prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement.

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name: _____

Subcontractor's Physical Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

Executive compensation information is also required. In order to determine whether or not the following information must be reported in FSRS:

a. Does your company receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts (and subcontracts) and federal financial assistance awards subject to the FFATA?

Yes No If "yes," proceed to b. If "no," provide Subcontractor Contact Information below and return to DWS.

b. Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15.U.S.C. 78ma), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes No If "yes," provide Subcontractor Contact Information below and return form to NMDWS. If "no," provide compensation information below.

Name and Compensation

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Subcontractor Contact Information (person completing form):

Type Name	Title	Date
-----------	-------	------

Entity Email Address: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Board or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state Board or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state Board or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
Budget Worksheet - Youth Services**

Sub-grant Number	Contract Period	Name of Provider
WIOA - Youth Service	July 1, 2021 - June 30, 2022	Youth Development, Inc. (YDI)

Budget Category	Description	Budget								
		Original Budget			Budget Adjustment			Final Budget		
		In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Staff Salaries	Wage x % of Program x Project Hours									
Vice-President - Concha Cordova	\$56.06 x 40% x 2080 hours	\$ 10,261.22	\$ 36,380.70	\$ 46,641.92			\$ -	\$ 10,261.22	\$ 36,380.70	\$ 46,641.92
Program Manager	\$27.15 x 100% x 2080 hours	\$ 12,423.84	\$ 44,048.16	\$ 56,472.00			\$ -	\$ 12,423.84	\$ 44,048.16	\$ 56,472.00
Program Manager	\$27.15 x 100% x 2080 hours	\$ 12,423.84	\$ 44,048.16	\$ 56,472.00			\$ -	\$ 12,423.84	\$ 44,048.16	\$ 56,472.00
Quality Assurance Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Business Practitioner	\$22.53 x 100% x 2080 hours	\$ 10,309.73	\$ 36,552.67	\$ 46,862.40			\$ -	\$ 10,309.73	\$ 36,552.67	\$ 46,862.40
MIS Data Coordinator	\$18.15 x 100% x 2080 hours	\$ 8,305.44	\$ 29,446.56	\$ 37,752.00			\$ -	\$ 8,305.44	\$ 29,446.56	\$ 37,752.00
WIOA Trainer	\$22.98 x 100% x 2080 hours	\$ 10,515.65	\$ 37,282.75	\$ 47,798.40			\$ -	\$ 10,515.65	\$ 37,282.75	\$ 47,798.40
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
Youth Development Practitioner	\$20.51 x 100% x 2080 hours	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80			\$ -	\$ 9,385.37	\$ 33,275.43	\$ 42,660.80
				\$ -			\$ -	\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -	\$ -
Total Staff Salaries		\$ 148,708.05	\$ 527,237.87	\$ 675,945.92	\$ -	\$ -	\$ -	\$ 148,708.05	\$ 527,237.87	\$ 675,945.92
Fringe Benefits	Percentage or Cost	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
FICA/Medicare	7.65% x \$675,945.92	\$ 11,376.17	\$ 40,333.69	\$ 51,709.86			\$ -	\$ 11,376.17	\$ 40,333.69	\$ 51,709.86
FUTA				\$ -			\$ -	\$ -	\$ -	\$ -
SUTA	5.61% x \$675,945.92	\$ 8,342.52	\$ 29,578.04	\$ 37,920.56			\$ -	\$ 8,342.52	\$ 29,578.04	\$ 37,920.56
Workmans Comp. Ins.	3.0% x \$675,945.92	\$ 4,461.24	\$ 15,817.13	\$ 20,278.37			\$ -	\$ 4,461.24	\$ 15,817.13	\$ 20,278.37
Workmans Comp. Fee				\$ -			\$ -	\$ -	\$ -	\$ -
Health Care Ins.	7.27% x \$675,945.92	\$ 10,811.08	\$ 38,330.18	\$ 49,141.26			\$ -	\$ 10,811.08	\$ 38,330.18	\$ 49,141.26
Retirement	6% x \$675,945.92	\$ 8,922.48	\$ 31,634.27	\$ 40,556.75			\$ -	\$ 8,922.48	\$ 31,634.27	\$ 40,556.75
Total Fringe Benefits		\$ 43,913.49	\$ 155,693.31	\$ 199,606.80	\$ -	\$ -	\$ -	\$ 43,913.49	\$ 155,693.31	\$ 199,606.80
Travel	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
In-State Travel										
Mileage reimbursement for local travel	Average 200 miles per month x \$0.405/mile per employee	\$ 7,576.80	\$ 26,863.20	\$ 34,440.00			\$ -	\$ 7,576.80	\$ 26,863.20	\$ 34,440.00
Out-of-State Travel										
				\$ -			\$ -	\$ -	\$ -	\$ -
Total Travel		\$ 7,576.80	\$ 26,863.20	\$ 34,440.00	\$ -	\$ -	\$ -	\$ 7,576.80	\$ 26,863.20	\$ 34,440.00
Materials & Supplies	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Consumables	files, paper, pens, etc.	\$ 1,760.00	\$ 6,240.00	\$ 8,000.00			\$ -	\$ 1,760.00	\$ 6,240.00	\$ 8,000.00
Cellular phones	\$46/month average x 14 lines + usage	\$ 1,694.00	\$ 6,006.00	\$ 7,700.00			\$ -	\$ 1,694.00	\$ 6,006.00	\$ 7,700.00
Staff onboarding costs	CPR training, backgrounds	\$ 264.00	\$ 936.00	\$ 1,200.00			\$ -	\$ 264.00	\$ 936.00	\$ 1,200.00
				\$ -			\$ -	\$ -	\$ -	\$ -
Total Materials & Supplies		\$ 3,718.00	\$ 13,182.00	\$ 16,900.00	\$ -	\$ -	\$ -	\$ 3,718.00	\$ 13,182.00	\$ 16,900.00

Property	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
				\$ -			\$ -	\$ -	\$ -	\$ -
				\$ -			\$ -	\$ -	\$ -	\$ -
Total Property		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Rental	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Rent costs for 7 NMWC Offices, 1 satellite office & 1 support staff office	includes utilities, phones, and copier fees	\$ 14,300.00	\$ 50,700.00	\$ 65,000.00			\$ -	\$ 14,300.00	\$ 50,700.00	\$ 65,000.00
				\$ -			\$ -	\$ -	\$ -	\$ -
Total Facility Rental		\$ 14,300.00	\$ 50,700.00	\$ 65,000.00	\$ -	\$ -	\$ -	\$ 14,300.00	\$ 50,700.00	\$ 65,000.00
Miscellaneous	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Equipment Rental	Cost allocation for equipment use - VP	\$ 50.60	\$ 179.40	\$ 230.00			\$ -	\$ 50.60	\$ 179.40	\$ 230.00
Commercial Insurance	Building rental coverage, vehicle and liability	\$ 191.40	\$ 678.60	\$ 870.00			\$ -	\$ 191.40	\$ 678.60	\$ 870.00
Subscription & dues	membership fees for chambers & associations	\$ 125.00	\$ 375.00	\$ 500.00				\$ 125.00	\$ 375.00	\$ 500.00
Utility Expense	Cost allocation for utility expense-VP	\$ 33.00	\$ 117.00	\$ 150.00				\$ 33.00	\$ 117.00	\$ 150.00
Postage costs	mailing of participant checks - \$333/mth/avg x 12 months	\$ 880.00	\$ 3,120.00	\$ 4,000.00			\$ -	\$ 880.00	\$ 3,120.00	\$ 4,000.00
Total Miscellaneous		\$ 1,280.00	\$ 4,470.00	\$ 5,750.00	\$ -	\$ -	\$ -	\$ 1,280.00	\$ 4,470.00	\$ 5,750.00
Professional Services	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Contractual Services	CES/Systems MD (IT Provider)	\$ 880.00	\$ 3,120.00	\$ 4,000.00			\$ -	\$ 880.00	\$ 3,120.00	\$ 4,000.00
Staff Training classes/workshops	\$357/avg x 14 employees	\$ 880.00	\$ 3,120.00	\$ 4,000.00				\$ 880.00	\$ 3,120.00	\$ 4,000.00
Advertising	Staff or participant recruitment @ \$416/mth/avg x 12 months	\$ 880.00	\$ 3,120.00	\$ 4,000.00			\$ -	\$ 880.00	\$ 3,120.00	\$ 4,000.00
Total Professional Services		\$ 2,640.00	\$ 9,360.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 2,640.00	\$ 9,360.00	\$ 12,000.00

Profit Incentives	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
				\$ -			\$ -	\$ -	\$ -	\$ -
Total Profit Incentives		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Indirect Costs	10.75% of operating costs of \$1,009,642.72	\$ 23,878.05	\$ 84,658.54	\$ 108,536.59			\$ -	\$ 23,878.05	\$ 84,658.54	\$ 108,536.59
Total Indirect Cost Rate		\$ 23,878.05	\$ 84,658.54	\$ 108,536.59	\$ -	\$ -	\$ -	\$ 23,878.05	\$ 84,658.54	\$ 108,536.59
Participant Training Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
In School Work Experience	Estimated 54 participants	\$ 127,575.00		\$ 127,575.00			\$ -	\$ 127,575.00	\$ -	\$ 127,575.00
	FICA, WC, Unemployment	\$ 13,586.74		\$ 13,586.74			\$ -	\$ 13,586.74	\$ -	\$ 13,586.74
Out of School Work Experience	Estimated 144 participants		\$ 491,400.00	\$ 491,400.00			\$ -	\$ -	\$ 491,400.00	\$ 491,400.00
	FICA, WC, Unemployment		\$ 52,334.10	\$ 52,334.10			\$ -	\$ -	\$ 52,334.10	\$ 52,334.10
Supportive Services	Estimated 100 participants in need	\$ 6,400.00	\$ 13,600.00	\$ 20,000.00			\$ -	\$ 6,400.00	\$ 13,600.00	\$ 20,000.00
Participant Incentives	Estimated 100 participants that qualify	\$ 6,400.00	\$ 13,600.00	\$ 20,000.00			\$ -	\$ 6,400.00	\$ 13,600.00	\$ 20,000.00
Individual Training Accounts	\$4,000 PP x estimated 25 participants		\$ 100,000.00	\$ 100,000.00			\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
Online Training	Estimated 100 participants	\$ 70,411.16	\$ 37,913.70	\$ 108,324.86			\$ -	\$ 70,411.16	\$ 37,913.70	\$ 108,324.86
On-the-Job Training	Estimated 5 participants	\$ 19,440.00	\$ 29,160.00	\$ 48,600.00			\$ -	\$ 19,440.00	\$ 29,160.00	\$ 48,600.00
Total Participant Services		\$ 243,812.90	\$ 738,007.80	\$ 981,820.70	\$ -	\$ -	\$ -	\$ 243,812.90	\$ 738,007.80	\$ 981,820.70
TOTAL BUDGET EXPENSE		\$ 489,827	\$ 1,610,173	\$ 2,100,000	\$ -	\$ -	\$ -	\$ 489,827	\$ 1,610,173	\$ 2,100,000
		Original Budget			Budget Adjustment			Final Budget		
AVERAGE PARTICIPANT COSTS		In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Number of Participants		82	288	370			0	82	288	370
Average Cost per Participant (Operating + Participant Training)		\$ 5,973.50	\$ 5,590.88	\$ 11,564.38	#DIV/0!	#DIV/0!	#DIV/0!	\$ 5,973.50	\$ 5,590.88	\$ 5,675.68
Average Cost per Participant (Operating Costs Only)		\$ 3,000.18	\$ 3,028.35	\$ 6,028.53	#DIV/0!	#DIV/0!	#DIV/0!	\$ 3,000.18	\$ 3,028.35	\$ 3,022.11
Average Cost per Participant (Participant Training Costs Only)		\$ 2,973.33	\$ 2,562.53	\$ 5,535.86	#DIV/0!	#DIV/0!	#DIV/0!	\$ 2,973.33	\$ 2,562.53	\$ 2,653.57
Percentage of In-School Budget (Can not exceed 25% of Total Budget)								23.33%	76.67%	100.00%

OFFEROR'S NAME: Youth Development, Inc.

STAFFING PLAN

Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE
					WIOA Youth	Non - WIOA Programs	Total	WIOA Youth
Example: Supervisor	Las Cruces	Yes	\$ 18.00	800	80%	20%	100%	\$ 11,520.00
Vice-President - Concha Cordova	Albuquerque	No	\$ 56.06	2,080	40%	60%	100%	\$ 46,641.92
Program Manager	Las Cruces	Yes	\$ 27.15	2,080	100%	0%	100%	\$ 56,472.00
Program Manager	Las Cruces	Yes	\$ 27.15	2,080	100%	0%	100%	\$ 56,472.00
Quality Assurance Practitioner	Silver City	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Business Practitioner	Las Cruces	Yes	\$ 22.53	2,080	100%	0%	100%	\$ 46,862.40
MIS Data Coordinator	Las Cruces	No	\$ 18.15	2,080	100%	0%	100%	\$ 37,752.00
WIOA Trainer	Las Cruces	No	\$ 22.98	2,080	100%	0%	100%	\$ 47,798.40
Youth Development Practitioner	Las Cruces	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Youth Development Practitioner	Las Cruces	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Youth Development Practitioner	Sunland Park	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Youth Development Practitioner	Deming	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Youth Development Practitioner	Silver City	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Youth Development Practitioner	Socorro	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Youth Development Practitioner	Truth or Consequences	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
Youth Development Practitioner	Lordsburg	Yes	\$ 20.51	2,080	100%	0%	100%	\$ 42,660.80
							0%	\$ -
							0%	\$ -
							0%	\$ -
							0%	\$ -
							0%	\$ -
							0%	\$ -
							0%	\$ -
TOTAL								\$ 675,945.92

- (a) Describe how services will be delivered for each of the fourteen program elements listed below. Specify, if any, what services will be provided by other organizations; indicate if existing Memorandums of Understanding exist or will they be developed.**

Below is the PY21 Scope of work (SOW) for the WIOA Youth Program for the Southwestern Region. YDI will serve a total of 370 youth participants adhering to the 25% In-School and 75% Out-of-School requirement. The 14 Elements under the Act will guide program services to address the needs of youth participants and provide a high-quality and comprehensive service delivery leading to performance outcomes. YDI's goal is that each participant will engage in at least 4 elements (excluding follow-up) to receive the full benefit of the program. The 14 Elements will be provided directly by YDI or through partnerships established in each community by organizations or agencies specialized in the service. YDI believes in the importance of partnerships for implementing solutions to change and will continue to maintain and develop partnerships that will enhance and contribute to the program. At this time, no Memorandum of Understandings (MOUs) exist with partners, but as YDI enters our 3rd year with a more stable ground, developing MOUs with partners will be one of our focus areas.

YDI will utilize the Southwestern Region's 4-Year Plan to guide services and meet program outcomes. YDI staff will engage in all partner meetings, taskforces, and committees to ensure the youth program is involved and meeting the needs of the communities and youth population of the Region. The program will place a high emphasis on work experience and training focusing on sector strategies and career pathways.

- i. Tutoring, Study Skills Training, Instruction, and Dropout Prevention activities that lead to completion of a high school diploma or recognized equivalent.**

YDI will utilize dropout prevention strategies to keep youth in school until graduation. Tutoring is designed to improve the academic knowledge and skills of youth in specific areas while improving study skills. To meet the Measurable Skills Gain of Literacy/Numeracy, all participants testing basic skills deficient (8.9 or lower) in reading and/or math must attend tutoring sessions for a minimum of 20 hours but as much is needed to increase 1 functioning level (2 grade levels). Participants not testing basic skills deficient will be encouraged but are not required to do so. Tutoring services are provided internally and externally. Internally, YDI utilizes online software programs that provide remediation courses in math and reading such as ACT Curriculum and Kahn Academy. Externally, YDI partners with schools, community colleges and other tutoring programs to provide this service. The following counts towards tutoring: attendance in high school equivalency (HSE) classes, attendance in post-secondary education as long as the participant is enrolled in math and/or reading classes, and tutoring classes/programs provided by community partners or private tutors.

Participants will be required to complete the 20 hours of tutoring during the course of the program or up until post-test. YDI staff will track tutoring hours by verifying completion with instructors or printouts from the online systems. Post-tests will be administered at 3 months, 6

months, 9 months and at 12 months to determine if an increase of 1 functioning level was achieved. If not, participant must repeat entire process. Once participant achieves an increase of 1 functioning level on either one of the subjects – math OR reading, tutoring and post-testing can stop. WIOA services and activities should be put on hold for participants that do not abide by post testing requirements and provided additional support and encouragement to complete.

In addition to tutoring for education increases, the program will offer online training for participants to increase their employability and occupational skills required for successful employment placement. YDI will utilize the **14 Elements** online training software developed and maintained by the Success Training Institute. 14 Elements provides four tracks of essential soft skills training courses to improve work skills and expand career opportunities. The program also contains a virtual internship component that provides training in six technical areas: basic coding, social media marketing, web design, data entry and administration, video editing, and online video production. The participant will work with an online mentor to complete courses and assignments and learn how to work independently and in a remote setting. YDI will design an 8-12 week course utilizing 14 Elements that encompasses a comprehensive soft and technical skill learning experience that will increase work skills and prepare participants for a work experience or employment placement. Stipends will be provided for successful completion of the program.

ii. Alternative Secondary School and Dropout Recovery Services assist youth who have struggled in traditional secondary education or who have dropped out of school.

Youth in need of completing their high school diploma are required to enroll and engage in an academic program prior to being referred for employment. Education is a priority in order to increase opportunity for employment placement. Participants will be referred to local charter or alternative schools or High School Equivalency (HSE) programs to complete their secondary education. Work experience is placed on hold for participants not willing to complete their education or not attending classes regularly. Exceptions will be made for participants on waiting lists due to low/no capacity of providers. YDI staff collaborate with Adult Basic Education (ABE) providers and other partners in their areas to provide this service. Enrollment verification will be maintained in WCOS.

iii. Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development.

One of YDI's most recognized best practices is the placement of youth into meaningful work placements. Work experience is short-term paid and unpaid, planned, structured learning experiences that occur in a workplace and are focused on career exploration and the development of work readiness skills. Work experience will be provided to both in-school and out-of-school youth that are currently enrolled in school or an HSE class or have completed secondary education. Work placements will be based on the following goals for each targeted group:

- In-school Youth – to introduce them to the world of work and help them gain the employability skills and experience needed to develop a solid resume to apply for other jobs.

- Out-of-school Youth – strategic placements with opportunity for increased foundational work skills and unsubsidized employment placements. Out-of-school placements should focus on entry level positions aligned with career interest and provide exposure in the field. *In smaller, rural communities where worksites aligned to career interest may not be available, placement will align with participants second selected career interest specified on IEP or Youth Development Practitioner will select a placement that will provide the same or similar skills required by the selected career.

YDI utilizes the SMART (Specific, Measureable, Aligned, Relevant, Timely) method for work placements. Youth Development Practitioners consider the following when making a placement; skills, transportation, past experience, schedules, career interest or pathway. Each participant referred to work experience will be required to complete the BEST (Basic Employability Skills Training) which consists of the online Career Solutions training and the “Why I Work?” assessment through the Department of Workforce Solutions and incorporates training on pre-employment skills beneficial to attaining and retaining employment. Participants must complete this 4 hour training PRIOR to being placed for work experience. The BEST covers the foundational employability skills to be successful in the work environment.

Participants will be paid per hour a wage not below the minimum wage rate with in-school youth authorized a total of **225** hours and out- of-school youth authorized **325** hours total. YDI has a priority of placing only 16-24 year olds in the work experience element. A 16 year old will be allowed if they are within one year of receiving their high school diploma or HSE. 14 and 15 year olds looking for work experience will be referred to other programs or employers hiring that age group.

The program will also partner with available apprenticeship programs in the Region to guide participants towards industry-related training and work experience. YDI will work with these programs to develop and/or tailor programs that meet the needs of youth allowing for a more successful participation and completion.

iv. Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field

YDI values the need for further education, training and certification to make a successful transition into the workforce and ensures effective partnerships are in place with public and private training providers, apprenticeship programs, and other occupational skills programs to refer youth participants for training. YDI has been successful in partnering with training providers in the Region to offer Individual Training Accounts (ITA’s) for youth participants in need of training. YDI will ensure compliance of the local area ITA policy and utilize the Eligible Training Provider list and Labor Market information to guide participants towards a training in demand and emerging occupations, with a focus on the priority industries identified by the local workforce board. A Labor market workshop will be completed by the participant as explained under xiii. Labor Market information prior to issuance of the ITA to ensure the best suited placement.

v. Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills.

YDI will collaborate with other organizations and training programs that offer these services to make appropriate referrals. YDI staff will monitor progress and support participants enrolled in these programs. Programs that meet this element include YouthBuild, Job Corps and the NM Youth Challenge Academy.

vi. Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors.

Participants in need of leadership development will be referred to programs or services in their community that offer these services. Examples of these program include AmeriCorps, Teen Court and Junior Achievement programs. Staff will maintain contact with these providers to ensure ongoing support and successful completion by the participant.

vii. Supportive Services enable an individual to participate in WIOA activities.

Supportive services are available and designed to support the successful completion of each participant's Individual Service Strategy (ISS). The need for supportive services will be determined by the participant and YDI staff at intake and throughout the program and will be documented in each participants file. All supportive services are contingent upon the participant's satisfactory performance while participating in and completing the WIOA service elements, as well as, available funding. YDI will comply with the local areas Supportive Service policy and authorize supportive services with the allowable amount and with proper documentation. YDI staff make every effort to access supportive services from partner agencies before utilizing WIOA funds. All paperwork will be maintained in the participant file.

Time Limitations for supportive services is the time required to complete their ISS objectives, but shall not exceed the participation time limitation established by state policy, which is one program year. Supportive services must be renewed yearly to determine continued need.

viii. Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement.

YDI will continue its current mentoring model integrated with the work experience component. All participants placed for paid work experience will engage in mentoring with their worksite supervisor or another employee at the worksite. In addition to the job expectations, worksite mentors are encouraged to lead weekly conversations with their youth participant on career pathways, training and certification, and job opportunities. Worksite mentors will also assist participants with requested needs and address concerns and engage YDI staff as needed. All adult mentors receive a training by YDI staff that provides information on allowable mentoring activities, tips for engaging in a positive mentoring experience, cultural diversity, and when to engage YDI staff. Adult mentors are required to submit a bi-weekly mentor log that details the mentoring activities taking place and provides the opportunity for both the mentor and

participant to rate the experience. All mentoring activities and forms will be maintained in WCOS.

All other participants requesting mentoring services will be referred to mentoring programs in their communities. YDI will partner with other community organizations and schools that provide mentoring services and maintain contact with these providers to ensure ongoing support and successful completion by the participant.

ix. Follow-up Services are provided following a program exit to assist in the success of the youth in employment or education.

Follow-up services are vital to the performance of the program. Outcome information and the need for additional support services is gathered during the follow-up phase. Follow-ups may provide: leadership development, supportive services, including assistance with work-related issues, jobs, career development, peer support groups, guidance and counseling, adult mentoring, and tracking the progress of youth during employment. Participants that have completed all elements of their Individual Service Strategy/Plan and Objectives and no longer need any additional services will be exited from the program. All participants should have met a Measurable Skills Gain, completed their IEP successfully, attained a credential and be in process of transitioning into an education or employment placement. NO negative exits from the program will be allowed. Hard exits will not be allowed unless it is for a global exclusion (death, medical, institutionalized, or military). Manager review and approval of all exits will be required to ensure this criteria. Staff will perform soft exits by closing out all activities and the Plan/goals and objectives in VOSS and completing the case closure and allowing WCOS to perform the exit in 30 days. Exit date will coincide with the date of the last activity. Exit will be documented in WCOS in the case note section.

Follow-up will start in the next quarter following the exit. Follow-up notes will be entered in WCOS. Staff will conduct quarterly follow-ups and use the following procedure when conducting follow-ups:

- a. 1st quarter – staff will make 3 attempts utilizing 3 different methods at 3 different times of the day to contact the participant by phone. All attempts will be documented in WCOS.
- b. 2nd quarter – staff will make 3 attempts utilizing 3 different methods at 3 different times of the day to contact the participant by phone. All attempts will be documented in WCOS. If these attempts are unsuccessful, staff will contact the person listed as an alternative contact to obtain information. If that attempt is unsuccessful, a survey letter will be mailed to the participant to obtain the information needed.
- c. 3rd quarter - staff will make 3 attempts utilizing 3 different methods at 3 different times of the day to contact the participant by phone. All attempts will be documented in WCOS.
- d. 4th quarter - staff will make 3 attempts utilizing 3 different methods at 3 different times of the day to contact the participant by phone. All attempts will be documented in WCOS. If that attempt is unsuccessful, staff will contact person listed as an alternative contact to obtain information. If that attempt is unsuccessful, a second survey letter will be mailed to the participant to obtain the information needed.

In addition to contacting an alternate contact and with a Release of Information signed by the participant at intake, additional contacts may be called to include; the participants school, previous

employer, counselor, partner agencies, etc. to obtain the information needed for a successful follow up. Wage records will also be utilized to record employment and wages if the information cannot be obtained from the participant.

x. Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling.

YDI staff will utilize partnerships with existing Community Based Organizations in the Southwestern Area to provide behavioral health services to WIOA participants. These services include mental health assessments, substance abuse screening and counseling, and individual and family therapy. Participants that request this service or disclose drug/alcohol use or fail a drug test will be automatically referred. Staff will maintain close contact with behavioral health service providers to ensure that participants are attending counseling sessions on a consistent basis and to document completion.

xi. Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability.

Participants will be required to complete the “Why I Work” exercise through the Department of Workforce Solutions Career Exploration training site. “Why I Work” is a budget tool that assists individuals with becoming aware of the income that is needed in order to afford basic needs or the lifestyle desired. Understanding how much income is needed is important in making employment and career decisions. Upon completion of the exercise, participants have the opportunity to research occupations that provide the wage needed for their desired lifestyle. This financial tool will allow participants to make informed decisions around their education and training needs and assist in making better financial choices.

YDI will also collaborate with financial institutions in the areas to offer formal classes to increase a participant’s financial awareness including how to manage, save and invest in their finances. Participants will also be encouraged to complete financial literacy classes through available online courses.

xii. Entrepreneurial Skills Training provides the basics of starting and operating a small business and assists in the development of entrepreneurial skills.

YDI will partner with organizations in the communities to refer participants interested in Entrepreneurial Skills Training. Youth participants are highly encouraged to utilize their skills and strengths and invest time in these training programs to create their own business leading to economic well-being and growth. Participants that possess the following skills have great potential as entrepreneurs: ambition, willingness to learn, ability to listen, creativity, assertiveness and confidence, perseverance, and courage and risk taking. YDI will coordinate with the referring agency to ensure adequate support is provided for success completion. Participants will also be encouraged to complete entrepreneurial skills training through online courses.

xiii. Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations.

YDI staff are at the forefront of the local Labor Market Information to tailor program services and guide youth into sectors that will result in employment placement with livable wages. YDI utilizes Labor Market Information (LMI) from the New Mexico Department of Workforce Solutions LASER to guide our work in engaging employers in emerging and demand occupations and gearing youth towards a career that will result in livable wages. An LMI workshop will be conducted with participants receiving an ITA or OJT to research and present information on occupations in demand, “affordable” training programs, and starting wages. In addition to comparing training programs, a job search will be conducted by the participant by researching and/or calling employers in their preferred industry to determine need. This work done directly by the participant gives youth a real-time overview so they can make an informed decision. All participants also take a career interest inventory through the Career Exploration online training tool to determine field of interest.

xiv. Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training.

Youth Development Practitioners assist participants with post-secondary preparation and transition services to include completion of entrance, financial aid, and scholarship applications. To determine the best suited placement, transition services must be based on student preferences and interests. YDI also partners with community colleges, universities, and other organizations in their community that provide this service and can assist in a more thorough process and coordinate with the referring agency to ensure all services are provided.

In addition to the 14 elements, the program will provide On-the-Job Training (OJT) contracts for out-of-school youth and for in-school youth when it does not conflict with education activities and goals. Participants in OJT’s receive training while employed and are paid wages and benefits comparable to other similar positions. OJT also provides employers the opportunity to be reimbursed a percentage of the wages paid to WIOA participants who are engaged in productive work. YDI will comply with the local areas OJT Policy.

Incentive Policy:

YDI will implement an incentive policy to promote successful participation and achievement of expected outcomes. The incentive will be aligned with training and/or education and must result in a measurable achievement. Incentives will be documented in the participant file and contain backup documentation for auditing purposes. Participants may only receive incentives one time in each category.

Assessment/Measurable Skills Attainment Incentive - \$150.00

Participants are eligible for this one-time incentive after successfully completing all TABE post-testing requirements and increasing one education functioning level (2 grade levels) in Math and/or Reading, while enrolled in the program. Participants will receive an incentive not to exceed \$150.00 (Reading \$75.00 incentive and/or Math \$75.00 incentive or both). A copy of the TABE level increase will verify achievement and will be maintained in WCOS.

Secondary School/Measurable Skills Attainment Incentive - \$150.00/Dual enrollment +\$50.00

Participants are eligible for this one-time incentive following the submission of official records or test scores from the test site verifying the participant has achieved their High School Diploma or High School Equivalency. Achievement must have occurred during participation in the program or by the 3rd quarter of follow-up. Participants achieving their high school diploma with dual credit will receive an additional \$50.00. Documentation will be maintained in WCOS.

Secondary or Post-Secondary Achievement/Measurable Skills Attainment Incentive - \$125.00

Participants are eligible for this one-time incentive for successfully completing one full semester of secondary or post-secondary education. It does not have to be the first semester of the year. Secondary – transcript or report card for one semester achieving state academic standards. Post-Secondary – participant must have been enrolled in a full time schedule of at least 12 credit hours (may be less than 12 semester hours for participants with a disability) and achieved a “C” average or higher for the semester. Documentation will be maintained in WCOS.

OJT or Apprenticeship Completion/Measurable Skills Attainment Incentive - \$125.00

Participants are eligible for this one-time incentive for satisfactory progress toward established milestones for completion of OJT or one year apprenticeship program. Official documentation from the program or worksite will be required and will be maintained in WCOS.

Skill Progression/Measurable Skills Attainment Incentive - \$125.00

Participants are eligible for this one-time incentive for successfully completing an occupational skills certification exam. The certification must lead to potential employment opportunities. Official documentation from the test site verifying the participant passed is required and such documentation will be maintained in WCOS.

Employment Retention - \$100.00

Participants are eligible for this one-time incentive for successful retention of employment in 2nd and/or 4th quarter follow-up. Documentation from the employer will be required and will be maintained in WCOS.

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Agenda Item Resolution 20 – 47 amends the Southwestern Area Workforce Development Board Bylaws to include and cite sections of Code of Federal Regulation under the Workforce Innovation and Opportunity Act</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is presented for your review and consideration to approve an amendment to the bylaws to cite language from federal and state regulations. The state monitors have indicated that these items are necessary to make the bylaws compliant. The changes are indicated with RED as additions; and deletions shown on the right-side column. The state monitor has reviewed and indicated that they proposed bylaws now meet the requirements.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 47.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Bylaws 	

**Bylaws of the
Southwestern Area
Workforce Development Board**

**ARTICLE I
ESTABLISHMENT**

- A. The Southwestern Area Workforce Development Board of the State of New Mexico is established in accordance with the Workforce Innovation and Opportunity Act [Section 107 \(a\) and \(b\)](#) and the State of New Mexico Workforce Development Act (WDA) Statutes and Regulations.

**ARTICLE II
NAME**

- A. The name of this Board shall be The Southwestern Area Workforce Development Board, hereinafter referred to as the SAWDB.

**ARTICLE III
PURPOSE**

- A. It shall be the purpose of the SAWDB to set policy for, and provide operational oversight of, the local workforce system geographically comprised of the counties of Catron, Socorro, Grant, Sierra, Luna, Doña Ana, and Hidalgo for the State of New Mexico.
- B. The purpose of the SAWDB shall not preclude direct relationships between any local government and any other regional job development organization, public or private.
- C. The SAWDB shall remain autonomous with each of the local governments in the SAWDB and retain all rights and authority provided to them under their charters and ordinances, the laws of the State of New Mexico, or any other procedures and regulations not in conflict with state or federal law.
- D. The intent of the SAWDB is to carry out functions and responsibilities according to the Act and its Regulations under WIOA.
- E. The SAWDB shall assist the Governor, recommend, comment, plan, coordinate, review, identify, provide, develop, monitor, advise, and report as follows:
- (1) Provide a forum to facilitate the development of workforce training and development under the WIOA and WDA.
 - (2) Increase the capacity of each local government to assist in the development of

programs that will provide meaningful job opportunities to all of its citizens.

- (3) Provide and support workforce development initiatives to the New Mexico Legislature, the Governor of New Mexico, the New Mexico Department of Workforce Solutions (NMDWS), and other local, state, and federal executive and legislative branches of government.
- (4) Enhance productivity of business competitiveness of New Mexico Business and Industry.

ARTICLE IV DUTIES AND RESPONSIBILITIES

- A. The SAWDB will carry out its duties and responsibilities according to the federal WIOA, the New Mexico WDA, and all federal and State regulations duly promulgated under these acts.
- B. Specifically, as set forth in the WDA, the SAWDB shall:
 - (1) Advise the New Mexico State Workforce Development Board (hereinafter referred to as the “State Board”) on issues relating to regional and local workforce development needs.
 - (2) Develop and submit to the State Board and the Governor a Southwestern Area five- year workforce plan that shall be updated and revised annually in accordance with the WIOA.
 - (3) Designate or certify one-stop program operators in accordance with the WIOA
 - (4) Terminate, for cause, the eligibility of one-stop operators.
 - (5) Select providers and provide grants to youth activity providers in accordance with the WIOA.
 - (6) Identify eligible training and intensive service providers in accordance with the WIOA.
 - (7) Develop a budget subject to the approval of the chief elected officials of the SAWDB.
 - (8) Develop and negotiate local performance measurements, as described in the WIOA, with the chief elected officials of the Southwestern Area and the Governor.
 - (9) Ensure linkages with economic development activities.
 - (10) Encourage employer participation and assist employers in meeting their hiring needs.

- (11) Conduct oversight of; local programs and youth programs, in partnership with the chief elected officials, authorized pursuant to the WIOA; employment and training activities pursuant to the WIOA; and the one-stop delivery system in the Southwestern Area.

C. Provide information regarding the following:

- (1) The Southwestern Area plan
- (2) Membership of the SAWDB
- (3) Designation and certification of one-stop operators; and the award of grants or contracts to eligible providers of youth activities.

D. The SAWDB shall also:

- (1) Develop a partnership agreement with the Chief Elected Officials, in accordance with 20 CFR 679.310 and DWS 16-003, addressing the following requirements. The SAWDB,
 - (a) in partnership with the chief elected official(s), must set policy for the workforce development system within the local area, consistent with State policies.
 - (b) and their chief elected official(s) must enter into an agreement that describes the respective roles and responsibilities of the respective parties.
 - (c) in partnership with their chief elected official(s), must develop the local plan consistent with WIOA, the State Combined Plan, and other administrative entity requirements, performs the following functions (per WIOA sec. 107(d) and 20 CFR Part 679.370).
- (2) Review and evaluate the performance of all Southwestern Area Workforce
- (3) Development activities and state agencies involved with workforce development.
- (4) Develop coordination with the State Board regarding its linkages with the State Board of Education to ensure coordination and no duplication of vocational education, apprenticeship, adult education, and vocational rehabilitation programs with other workforce development and training programs.
- (5) Provide policy advice, in coordination with the State Board, regarding the application of federal or state laws that pertain to workforce development.
- (6) Provide information for the annual report for the State Board and the Governor.
- (7) Annually review, for potential inclusion in the Southwestern Area five-year

plan, any goals, objectives, and policies submitted by state agencies involved in workforce development activities in the Southwestern Area.

- (8) Administer WIOA funds allocated to the Southwestern Area workforce activities pursuant to the WIOA and WDA.
- (9) Contract with public entities to further the directives of the WIOA and WDA as deemed necessary.
- (10) Assist with statewide employment statistics system under Wagner-Peyser.

ARTICLE V MEMBERSHIP

A. Membership of the SAWDB: Pursuant to Section 107 of the WIOA, Southwestern Area membership shall include the following:

- (1) Board members shall be appointed by the chief elected officials of the SAWDB, based on criteria established by the Governor and the State Board. The staggered terms are determined by the chief elected officials and are generally for a period of two years. There are no term limits.
- (2) The composition of the SAWDB shall be in compliance with Section 107 (b) (2)(A),(B), and (C) of the WIOA. officer, or other individual with optimum policy-making or hiring authority.
- (3) ~~The SAWDB shall contain “a minimum of fifty-one percent (51%) of its members coming from the private sector and shall also include representatives of education, labor, government, economic development, and community-based organizations, and others as appropriate.”~~
- (4) Terms of Appointments pursuant to Section 107 (c)(2) of the WIOA, the Governor shall certify the membership of the SAWDB once every two years.
- (5) Board member appointments shall be staggered so that a portion of the memberships expire in alternate years.
- (6) Consideration of all appointments shall include gender, ethnicity, categorical representation, and geographic diversity.
- (7) The mandatory orientation for new members pursuant to the Act shall include specific duties and responsibilities of individual board members.
- (8) The SAWDB members, who miss three consecutive scheduled Board and/or Committee meetings without cause, will be considered to have resigned their Board position. Their name shall be submitted to the Chief Elected Officials in writing for replacement to be made. Exceptions are based on absences for a special reason, as determined by the SAWDB Chair. The affected member

Deleted: <#>-----Section Break (Continuous)-----

may request their retention in writing and receive written approval from the AE, with approval from the SAWDB Chair.

- (9) A vacancy/replacement on the SAWDB shall be filled in the same manner as regular appointments.
- (10) Section 107 (b)(2) and 20 CFR 679.320 (b) requires a majority of the board represent businesses in the local area and meet the criteria of (1) Be an owner, chief executive officer, chief operating officer or other individual with optimum policy-making or hiring authority; and (2) Provide employment opportunities in in-demand industry sectors or occupations, as those terms are defined in WIOA sec. 3(23). A majority of members of the SAWDB shall be from the private sector. ▽
- (11) At least 20 percent of the members of the Local WDB must be workforce representatives.
- (12) Vacancies on the SAWDB shall exist upon the death, resignation, or removal of a member.
- (13) A person selected to fill a vacancy as provided in these bylaws shall hold office for the unexpired term of her/his predecessor or until her/his death, removal, or resignation.

Deleted: Preference shall be given to persons who are owners of businesses, Chief Executives Officers (CEO's), or Chief Operating Officers (CEO's) of business and other business executives or employers with optimum policymaking or hiring authority....

B. Membership Responsibilities:

- (1) Members shall have the responsibility to inform the SAWDB, through her/his designated representative, of any changes in status which would affect their categorical representation.
- (2) All members must go through the "Mandated Training Certification" process to complete membership on the Board.

C. Committee Service:

- (1) Members shall serve on committees, subcommittees, and taskforces as appointed by the SAWDB Chair. SAWDB members may serve on more than one committee. The board chair will be a member of all committees.
- (2) Once a committee meeting date has been set by the Committee Chair and its Members, the committee date can only be changed with that Committee Chair's prior approval before it can be rescheduled.

D. Conflict of Interest:

- (1) All members of the SAWDB, including the Chair, shall have the authority to vote on all matters that come before the Board where there is no conflict, or the

appearance of a conflict of interest. The Code of Conduct/ Conflict of Interest Policy was approved and signed by the SAWDB and the CEO's on September 22, 2004. This Code of Conduct/ Conflict of Interest Policy applies to the members of the SAWDB, the CEO's, the SCCOG, Administrative Entity, Fiscal Agent, and all Adult and Youth Providers.

E. Compensation/Reimbursement of Expenses:

- (1) Members of SAWDB shall not receive any salaries or wages for their services, but may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties. Every claim for reimbursement for per diem and travel, as allowed by the Per Diem and Mileage Act of the State of New Mexico, shall be submitted on a travel voucher and in accordance with the appropriate rules, formats, and informational requirements of the State Department of Finance and Administration.
- (2) Per House Bill 220 relating to reimbursement for per diem and mileage expenses increasing rates; providing for the reimbursement of members of the Southwestern Area Workforce Development Board (SAWDB) will receive a fixed and regular travel reimbursement of \$95.00 per meeting day for Board and all approved committee meetings in place of per diem and mileage.
- (3) Non-voting board members, and government employees using government vehicles and receiving government compensation, are excluded from the \$95.00 fixed and regular reimbursement.
- (4) Board members traveling to special events and/or events at the request of the SAWDB, Board Chairman, or their designee will be reimbursed for expenses by submitting regular travel request forms.

F. Liability:

- (1) Members of the SAWDB and staff, while acting under the direction of the SAWDB, shall not be held personally liable for the debts, decisions, liabilities, or other obligations of the SAWDB.

G. Gifts and Contributions:

- (1) SAWDB members may not accept any contribution, gift, bequest, or devise of any property whatsoever that would personally or professionally benefit the member. Contributions, gifts, bequests, or other devises of property directly benefiting the WIOA mission and participants may be accepted without reimbursement of any kind to the donor.

H. Representation of the SAWDB:

- (1) Members appointed to the SAWDB are considered representatives of the State in matters of workforce development programs in the Southwestern area and are entitled to any rights attendant to membership on the SAWDB; however, no SAWDB

member may take any action or carry out any activity on behalf of the SAWDB not permitted to be taken or carried out without the approval, by vote, of the SAWDB.

I. Staff:

- (1) Staff support for the SAWDB shall be provided as determined by resolution of the membership at scheduled meetings. Contract with staff shall include specific duties of administrative support staff.

J. Operating Procedures:

- (1) Operating procedures shall be adopted by the SAWDB for committees, staff, and the SAWDB.

**ARTICLE VI
OFFICERS**

A. The officers of the SAWDB, including the Chair and Vice-Chair, shall be members from the private sector and shall be nongovernmental persons:

- (1) **Chair:** The SAWDB Chair shall be elected by a majority of the SAWDB members present at scheduled meetings. The term of office of the Chair shall be for one (1) year and he/she shall preside at all meetings of the SAWDB and perform general and active management of the administrative business of the SAWDB. It shall also be the Chair's duty to:
 - (a) Perform all duties that are incidental to his/her office and such other duties as may be required by the WIOA and the WDA, of which may be prescribed by the SAWDB.
 - (b) Preside at meetings of the SAWDB and the executive committee
- (2) Execute legal documents when authorized by the SAWDB, the WIOA, and the WDA
- (3) Appoint all committees subject to the approval of the SAWDB, except as otherwise provided by the WIOA and WDA.
- (4) **Vice-Chair:** The term of the Vice-Chair shall be for one (1) year. The Vice-Chair shall also perform additional duties from time to time as assigned by the

Chair.

- (a) In the absence of the Chair or in the event of their inability or refusal to act, or if the office of Chair is vacant, the Vice-Chair shall perform all the duties of the Chair and, when so acting, shall have all the powers and be subject to all the restrictions of the Chair.
 - (b) The Vice-Chair shall have such other powers and perform such other duties as may be prescribed by the WIOA, the WDA, these bylaws, or the SAWDB.
- (5) In accordance with Section 107(b)(3) of the Workforce Innovation and Opportunity Act, only members of the private sector shall be qualified to serve as Chair and Vice- Chair to be voted on at the first meeting of the program year.
 - (6) The start date for the Chair and Vice-Chair shall begin on September 1 of each year.
 - (7) Upon approval of the SAWDB, the Chair may continue in office for two consecutive terms.
 - (8) The SAWDB may elect such other officers as it deems appropriate and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed by the SAWDB.
 - (9) Any SAWDB Chair or Vice-Chair may be removed for cause by a two-thirds majority of the SAWDB at any scheduled or special meeting. Any board member, Chair, or Vice-Chair may resign at any time by giving written notice to the Chair or Vice-Chair. Any such resignation shall take effect on the date of such notice or any time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In these events, the Board will appoint a temporary Chair and Vice-Chair to preside over the next meeting to have an election to fill the positions of Chair and Vice-Chair.
 - (10) In the event of a vacancy of any office, other than that of Chair, the vacancy may be filled temporarily by appointment of the Chair until such time as the SAWDB shall fill that vacancy.
 - (11) In the event that the Chief Elected Officials do not appoint the sitting Chair or Vice- Chair, at the next Board meeting there would be a special election held to fill the position of Chair and Vice-Chair.
 - (12) In addition to the Chair and Vice-Chair, the Board may also appoint other board members to have signature authority for the purpose of banking and contracts.

ARTICLE VII MEETINGS

A. Regular and Other Meetings:

- (1) The SAWDB shall meet at least once each quarter. The time and location will be determined at a prior meeting. The State Board, the Chair, or a majority of SAWDB members, at his/hers/their discretion, may call special meetings. The time and location shall be determined by the individual(s) calling the meeting. All meetings shall be held in the Region 4 (Southwestern) of New Mexico.
- (2) The SAWDB member may participate in a meeting of the public body by means of a telephonic conference or other similar communications equipment as set forth in the New Mexico's Open Meetings Act, Section 10-15-1, and NMSA 1978 Compilation.

B. Open Meeting Requirements:

- 1) All meetings shall be in compliance with New Mexico's Open Meetings Act, Section 10-15-1, and NMSA 1978 Compilation. An open meeting resolution shall be adopted each year to establish reasonable notice of meetings.

C. Meeting Announcement:

- (1) Once the meeting date, time, and location are established and the agenda developed, a written announcement along with the agenda will be transmitted to all SAWDB members.
 - (a) All SAWDB members shall receive notice of any meetings at least ten (10) days prior to the date of the meeting. All SAWDB members shall receive notice of any special meeting at least three (3) days prior to the date of the meeting. It shall be presumed that the addressee will receive the notice emailed or otherwise transmitted from the SAWDB office on the following business day.
 - (b) Notice of all meetings shall specify the nature of business to be conducted at such meeting. No action can be taken except on business specified in the notice. New business, not specified in the notice, may be raised; no vote or action shall be taken on such business at that time.

D. Quorum:

- (1) A quorum of the SAWDB shall consist of a simple majority of the currently appointed membership. A quorum of a committee shall consist of a simple majority of the members of the specific committee. If a quorum is present, the affirmative vote of the majority shall be the official act of the SAWDB. A quorum of the SAWDB has been determined to be a simple majority of the respective membership, and a minimum of three members for committees.

E. Minutes:

- (1) Minutes of the proceedings for each SAWDB meeting shall be recorded and maintained in the permanent files for the SAWDB. A draft summary of the recorded minutes will be prepared and distributed to each member two weeks after a scheduled Board meeting. The minutes and agenda, as well as supporting and informational material of any meeting of the SAWDB, shall be made available to the public upon written request. Minutes for the committee meetings shall be recorded and made available upon request and will be maintained in the permanent files of the SAWDB.

F. Voting:

- (1) All members of the SAWDB, including the Chair, shall have the authority to vote on all matters that come before the Board where there is no conflict of interest or appearance of a conflict of interest.
- (2) As stated in the Code of Conduct/ Conflict of Interest Policy approved and signed by the SAWDB and the CEO's on September 22, 2004 , a member of the SAWDB, the CEO's, the SCCOG, Administrative Entity, Fiscal Agent, and all Adult and Youth Providers shall not vote on a matter under consideration by the Board relating to provision of services by the member, or by the entity the member represents, if such provisions of services might provide personal, private, or professional benefit to the member or his or her immediate family or business represented.
- (3) A member shall abstain from any evaluation of an affiliate organization with which that member is associated.
- (4) In accordance with the NMAC 11.2.4.12, local boards are not permitted to use proxies or alternates as a delegation of local board duties.

**ARTICLE VIII
COMMITTEES**

A. Committee Selection:

- (1) The SAWDB shall establish an Executive Committee and may establish such other committees or advisory groups as it deems necessary in order to carry out its duties and discharge its responsibilities. The Chair shall define the duties and responsibilities of all committees, subject to approval of the SAWDB. The Chair shall appoint committee members of all committees, but all such committee members and Chairs must be certified by a majority vote of a quorum of SAWDB members.
- (2) Appointments to all committees shall encompass categorical and geographical

representations as broadly as possible to ensure that each committee reasonably represents the membership of the SAWDB.

- (3) When appointing committee members, the SAWDB Chair shall do so considering the knowledge, experience, and preference of the particular members so appointed.
- (4) The SAWDB Chair shall serve as an ex-officio member on all committees; however, the SAWDB Chair at his/ her discretion may appoint the Vice-Chair to serve as an ex-officio on all or part of the committees.
- (5) Committees shall elect their own Chair, in the event a Committee Chair resigns or is no longer a Board member, the Vice-Chair shall be Acting Chair until such time the committee elects a new Chair. The meeting of each committee to appoint its own Chair shall be at a time and place selected by the SAWDB Chair.

B. Executive Committee:

- (1) The Executive Committee ensures consistency of policies and action with the mission statement, core values, and strategic priorities of the Southwestern Area Workforce Development Board (SAWDB).
- (2) Membership:
 - (a) The Executive Committee shall consist of the Board Chair, the Vice-Chair, and the Chair of all standing committees. The SAWDB Chair may add one at-large voting member and non-voting advisory members as necessary. The Chair may appoint Ad Hoc committees as needed to support the work of the Board. Ad Hoc committees organized for addressing temporary work or issues are not considered standing committees.
 - (b) The SAWDB Chair shall act as the Executive Committee Chair and will exercise the power to vote on the Executive Committee only to break a tie vote.
 - (c) Terms on the Executive Committee are naturally staggered as officers and committee chairs change. In the event of interim vacancies, the Chair, with ratification of the Board, will appoint individuals to temporarily serve in the respective roles.
 - (d) In the event of vacancy in the Chair position, the Vice-Chair will assume the responsibilities of the Chair until the position is filled.
- (3) Committee Responsibilities:
 - (a) The Executive Committee shall act on behalf of the SAWDB on business that cannot wait until the next regularly scheduled meeting as determined

by the Chair. The Executive Committee may exercise all such powers in a manner consistent with the Board's mission statement and in the best interest of the Board.

- (b) All meetings of the Executive Committee will be held in accordance with the Open Meetings Act.
- (c) Meetings of the Executive Committee shall be called by the Chair and held in locations the Chair designates as appropriate.
- (d) A quorum consisting of a simple majority of the members of the Executive Committee is required to take official action on behalf of the Board. Proxies shall not be used to constitute a quorum.
- (e) The Executive Committee shall review and coordinate the work of the other committees prior to the Chair of those committees reporting to the SAWDB. The Executive Committee may recommend to the Chairs of the other committees that additional work be completed before reporting to the Board, but it may not block the Committee Chairs from reporting to the Board.

(4) Limitations:

- (a) The Executive Committee is accountable to report all actions taken to the Board. Any action taken by the Executive Committee must be in accordance with the Board's mission statement and is subject to ratification by the Board. Ratification may include revisions by the Board, provided that such revision does not affect any officer, employee, or third party that took action based on direction from the Executive Committee.
- (b) The Executive Committee shall not have the power or authority of the Board to elect, appoint, or remove any member of the Board, or any officer required to be elected by the Board; or in reference to amending or repealing of Board approved policies or bylaws; in addition, the Executive Committee shall not have the power or authority of the Board in reference to any matter which under these Bylaws or the Workforce Innovation and Opportunity Act is vested exclusively in the SAWDB or the CEO's.

C. Committee Description:

- (1) **Executive Committee:** This committee has the responsibility for reviewing and coordinating the work of the other committees prior to the Chair of those committees reporting to the SAWDB. This committee is accountable to and reports all actions taken to the Board. Any action taken by the Executive Committee must be in accordance with the Board's mission statement and is subject to ratification by the Board.

- (2) **Planning Committee:** This committee has responsibility for reviewing and making recommendations pertaining to workforce development planning and operation. This includes reviewing state and local plans, resources for those workforce areas, and identification of education needs for services and training. The Planning Committee shall develop a five-year plan with Board approval and CEO concurrence and annually review and update said plan as necessary, as outlined in the local plan.
- (3) **Monitoring/Performance Committee:** The responsibility of this committee is to oversee and evaluate workforce development areas and local programs for compliance with rules and regulations to determine program success or failure. Additionally, it will review and approve state and local performance goals, review monitoring and performance reports, make recommendations for recognition, award incentive grants for program success, take corrective action, and/or impose sanctions for non-compliance or program failure. The goal of this committee is to assure the continuous improvement of State training programs.
- (4) **Disabilities Committee:** This committee will provide information and assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.
- (5) **One-Stop Partner Committee:** This committee will facilitate the integration of all the One- Stops Workforce Connections Centers in the Southwest area. They will make efforts to minimize program duplication, facilitate coordination and communication between agencies, employers, and training providers. The committee will research and identify employment and training activities, services available, and facilitate the interaction between the government and private sector to assure they do not overlap and are effective and efficient to promote a clear strategy leading to program success.
- (6) **Youth and Young Adult Committee:** This committee will provide recommendations to the SAWDB on matter related the WIOA Youth program, its related policies, measures, and practices. The committee shall also review the youth services provider's performance reports, to include quarterly performance measures.

**ARTICLE IX
ANNUAL REPORT**

A. Annual Report:

- (1) SAWDB shall submit information to the WIOA State Administrative Entity to include in the annual report to the Governor, the New Mexico Legislature, the Chief Executive Officers of the counties and municipalities of the Southwestern Area, and to such other federal, state, and local government units as deemed appropriate.

**ARTICLE X
PARLIAMENTARY AUTHORITY**

A. Rules:

- (1) Where not otherwise provided for in these bylaws, rules similar to Robert Rules of Order may be followed to maintain order in conducting all meetings of the SAWDB and its committees. The SAWDB Chair shall appoint a parliamentarian for the SAWDB and its committees as appropriate.

**ARTICLE XI
AMENDMENT OF BYLAWS**

A. First Revision:

- (1) The bylaws as contained herein have been revised and amended in accordance with the provision for amendment contained in Section B herein, and these bylaws, as amended, shall replace all bylaws previously enacted by the Southwestern Area Workforce Development Board, and shall constitute the duly enacted and governing bylaws of the Southwestern Area Workforce Development Board.

B. Amendments:

- (1) These bylaws may be amended or repealed by a two-thirds (2/3) majority vote at any regular, or special business meeting at which a quorum is present, after notification of such an amendment to the SAWDB Membership, in compliance with Article VII of these bylaws. A committee may be appointed by the SAWDB Chair to review these bylaws on an as needed basis. This committee shall also review and recommend policies and procedures, as needed, for committees, staff, and the SAWDB for board approval.

ARTICLE XII DISSOLUTION

A. Dissolution:

- (1) Upon any dissolution of the SAWDB, the Southwestern Board shall, after paying or making provision for payment of liabilities, dispose of all of the assets in accordance with the WIOA and the WDA and any other applicable laws of the State of New Mexico.

ARTICLE XIII COMPLIANCE WITH LAW

A. Compliance:

- (1) The SAWDB, in execution of its business, shall comply with all applicable New Mexico Statutes and regulations including, but not limited to, the State Procurement Code, the State Open Meetings Act, as provided in Section 10-15-1, NMSA 1978 Compilation, and the State Mileage and Per Diem Act.

This amendment to the Bylaws was approved in accordance with Article XIV. B. of the Bylaws on June 10, 2021.

Deleted: July 9, 2015

ATTESTED BY:

Joshua Orozco, Chair

Deleted: Gary Whitehead

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Meeting	June 10, 2021
<p>Agenda Item Resolutions 20 – 48 amends the Southwestern Area Workforce Development Fiscal Policies to reflect the approval of Senate Bill 345 related to Sections 10-8-1 through 10-8-8 NMSA 1978, cited as the "Per Diem and Mileage Act".</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is currently under review by staff to develop a policy that meets the requirements of state statute and federal regulations. Senate Bill 345 that was signed by the Governor on April 6, 2021, now allows virtual meetings to be reimbursed. This item will first be reviewed by DWS and the board's policy committee for recommendation to the board at the June 24, 2021 board meeting.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 20 – 48.</p> <p>BOARD'S OPTIONS ARE TO</p> <ol style="list-style-type: none"> 1. Accept the recommendation 2. Amend the recommendation 3. Reject the recommendation 4. Table the item 5. Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • None 	



Reports & Information Items



Reports & Information Items



Committee Reports:

Youth & Young Adult Committee

Ms. Schoonover

Disabilities Committee

Mr. Padilla

One-Stop/Agency Coordination Committee

Ms. Ulrich

Monitoring/Performance Committee

Mr. Salome

Planning Committee

Mr. Whitehead

PY20 Adult Program

Office/Location	Active Cases	Closed Cases	Exit Cases
NMWC - Luna - Hidalgo	<u>37</u>	<u>1</u>	<u>9</u>
NMWC - Dona Ana - Las Cruces	<u>121</u>	<u>5</u>	<u>61</u>
NMWC - Grant - Catron	<u>43</u>	<u>1</u>	<u>21</u>
NMWC - Socorro	<u>19</u>	<u>1</u>	<u>8</u>
NMWC - Dona Ana - Sunland Park	<u>14</u>	0	<u>5</u>
NMWC - Sierra	<u>7</u>	0	<u>4</u>
NMWC-Youth - Grant	<u>1</u>	0	<u>1</u>
Office/Location	Active Cases	Closed Cases	Exit Cases
Total:	<u>242</u>	<u>8</u>	<u>109</u>
Total Rows: 7			

PY20 Dislocated Worker Program

Office/Location	Active Cases	Closed Cases	Exit Cases
NMWC - Luna - Hidalgo	<u>20</u>	<u>2</u>	<u>4</u>
NMWC - Dona Ana - Las Cruces	<u>76</u>	<u>3</u>	<u>24</u>
NMWC - Grant - Catron	<u>15</u>	0	<u>5</u>
NMWC - Socorro	<u>14</u>	0	<u>2</u>
NMWC - Dona Ana - Sunland Park	<u>12</u>	0	<u>1</u>
NMWC - Sierra	<u>2</u>	0	0
Office/Location	Active Cases	Closed Cases	Exit Cases
Total:	<u>139</u>	<u>5</u>	<u>36</u>

Total Rows: 6

WORCS - WIOA : Obligations | **PY20 Adult Participants - All Counties** JUN-10-2021 11:32 AM

PY20 Adult Participants - All Counties

Participant County	Participant Name (distinct count)
<u>Catron</u>	3
<u>Dona Ana</u>	82
<u>Grant</u>	32
<u>Hidalgo</u>	4
<u>Luna</u>	29
<u>Sierra</u>	8
<u>Socorro</u>	17
Totals (7 groups)	175

WORCS - WIOA : Obligations | **PY20 DW Participants - All Counties** JUN-10-2021 11:32 AM

PY20 DW Participants - All Counties

Participant County	Participant Name (distinct count)
<u>Catron</u>	1
<u>Dona Ana</u>	50
<u>Grant</u>	10
<u>Hidalgo</u>	2
<u>Luna</u>	12
<u>Sierra</u>	1
<u>Socorro</u>	7
Totals (7 groups)	83

Youth Development, Inc.

WIOA Youth Program - Southwestern Region

Enrollments through May 2021

COUNTY	IN-SCHOOL	OUT-OF-SCHOOL	TOTAL
Catron	0	1	1
Dona Ana	46	113	159
Grant	19	28	47
Hidalgo	6	9	15
Luna	10	14	24
Sierra	8	25	33
Socorro	13	19	32
	102	209	311



Financial Report

Skylar Arnold

Workforce Innovation and Opportunity Act
Southwestern Area Workforce Development Board
Balance Sheet
April 30, 2021

	<u>WIOA</u>
ASSETS:	
Cash and cash equivalents	\$ 58,759
Accounts Receivable-Grants	144,501
Total assets	\$ <u>203,260</u>
LIABILITIES AND FUND BALANCE:	
Accounts payable	\$ 203,260
Deferred Revenue	-
Total liabilities	<u>203,260</u>
Fund Balance	
Unreserved and designated for future expenditures	<u>-</u>
Total fund balance	<u>-</u>
Total liabilities and fund balance	\$ <u>203,260</u>

**Workforce Innovation and Opportunity Act
Southwestern Area Workforce Development Board
Statement of Revenues, Expenditures, and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
For the Fiscal Year 20-21
April 30, 2021**

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:			
Federal grants	\$ 8,515,137	3,588,873	4,926,263
Expenditures:			
Employment services:			
Program Year 20/Fiscal Year 21			
Adult	1,232,683	510,312	722,371
Dislocated Worker	1,890,806	229,653	1,661,153
Youth	1,839,130		1,839,130
Administration	545,585		545,585
Program Year 19/Fiscal Year 20			
Adult	723,516	723,516	0
Dislocated Worker	583,390	555,452	27,939
Youth	1,187,938	1,094,541	93,397
Administration	454,867	418,178	36,689
Program Year 18			
Youth	57,221	57,221	-
Total general governmental	<u>8,515,137</u>	<u>3,588,873</u>	<u>4,926,263</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	<u>\$ -</u>	<u>-</u>	<u>-</u>

Southwestern Area Workforce Development Board
Workforce Innovation and Opportunity Act
April 30, 2021

Expenditures by Fund

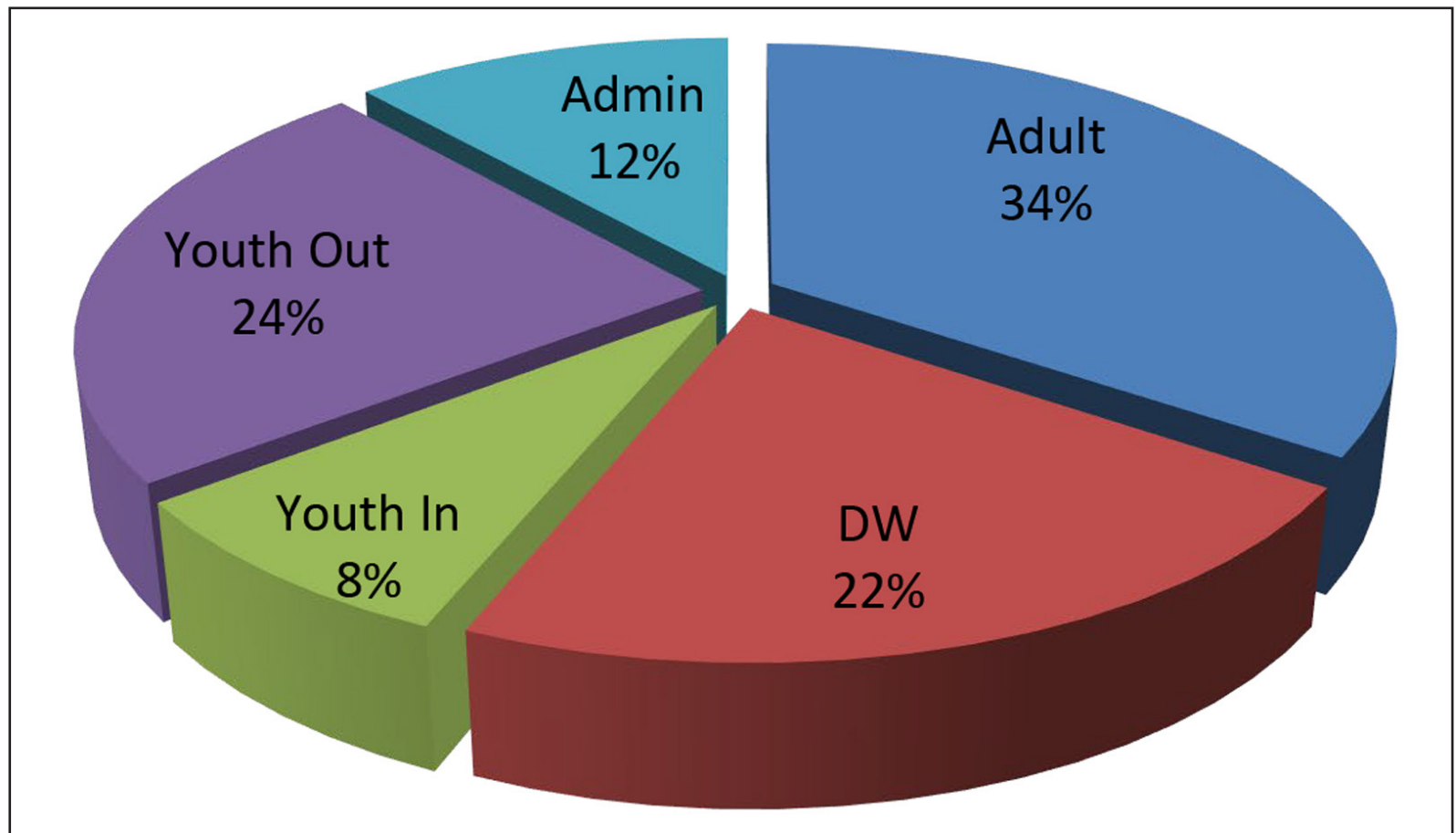
Adult
\$ 1,233,828

DW
\$ 785,105

Youth In
\$ 300,203

Youth Out
\$ 851,559

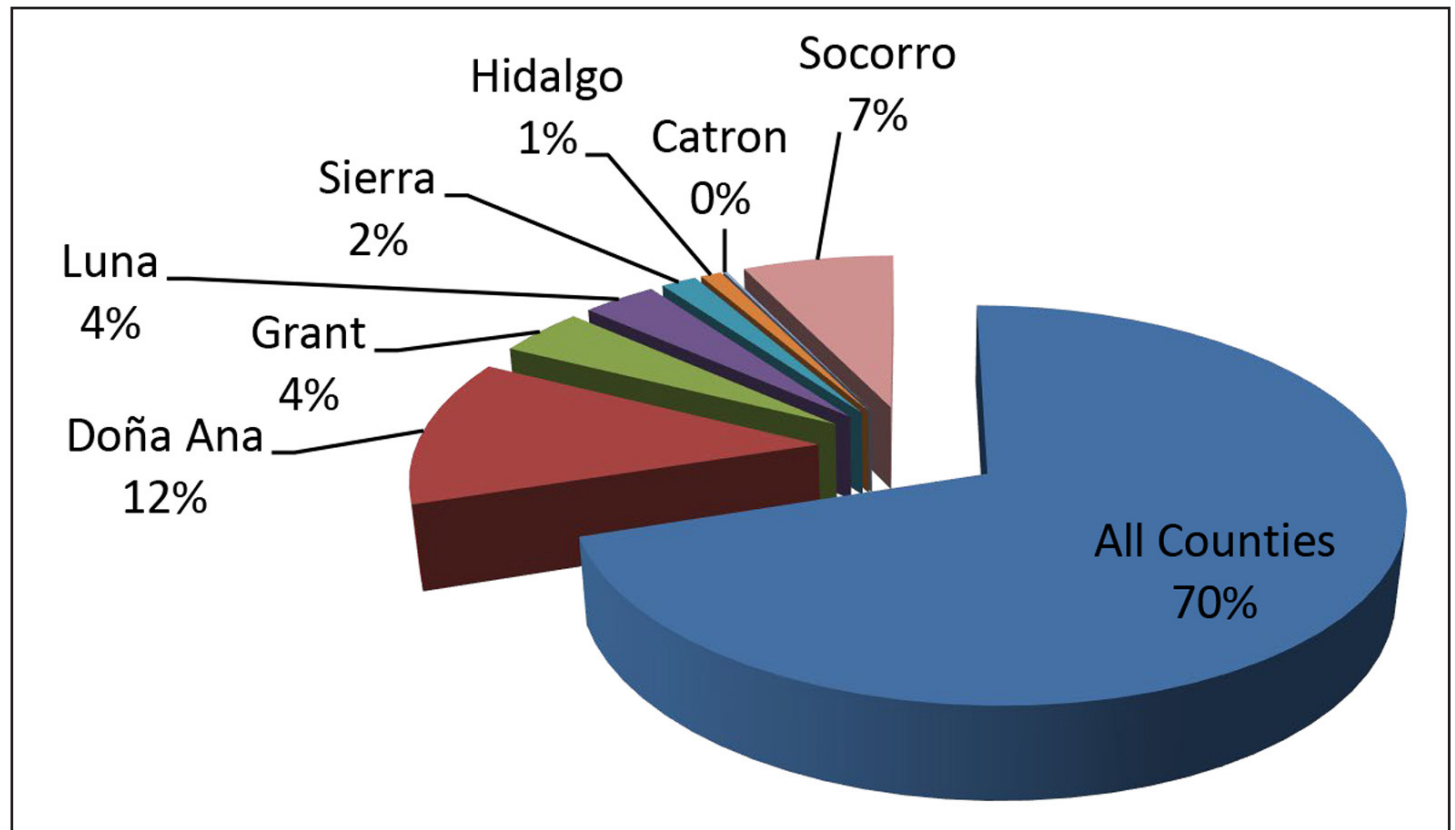
Admin
\$ 418,178



Southwestern Area Workforce Development Board
 Workforce Innovation and Opportunity Act
 April 30, 2021

Expenditures by County

<u>All Counties</u>	<u>Doña Ana</u>	<u>Grant</u>	<u>Luna</u>	<u>Sierra</u>	<u>Hidalgo</u>	<u>Catron</u>	<u>Socorro</u>
\$ 2,513,074	\$ 444,628	\$ 147,519	\$ 125,162	\$ 60,418	\$ 35,303	\$ 5,703	\$ 257,065





Updates from DWS Liaison



Member Input



Public Comment



Next Meeting

Joint Meeting
Thursday, June 24, 2021
at 10:00 a.m.

2021

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



Meeting Adjourned

***Thank You for
Attending***

Have a great day!