

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/AMENDMENT NO. PY22-WIOA-06		CONTRACT PERIOD July 1, 2022 to June 30, 2023	
<p>This Contract Amendment Agreement 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 Solutions, 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 Arbor E&T, LLC dba Equus Workforce Solutions			3. NAME OF PROVIDERS POINT OF CONTACT Marcos Pena	
ADDRESS 9200 Shelbyville Road, Suite 210			TITLE OF POINT OF CONTACT Project Director	
CITY, STATE & ZIP Louisville, KY 4022			TELEPHONE/FAX/EMAIL Phone: 915-248-7067 Fax: 502-812-1059 Email: marcos.pena@equusworks.com	
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	\$1,250,000.00	\$1,250,000.00
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	\$1,250,000.00	\$1,250,000.00

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 ET dba Equus Workforce Solutions 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: *Debra Estrada*
Authorized Signature

06/30/2022

Date

Sub-Grantee: *Mark Bouglass*
Authorized Signature

07/01/2022

Date



Southwest New Mexico WIOA Youth Services PY22 Scope of Work

Describe the objectives and methods that will be used to co-enroll out-of-school youth with the WIOA Adult or Dislocated Worker program.

Equus will be a critical partner to the integrated One-Stop System. The system is comprised of shared customers, shared costs, and shared resources that support co-enrollment and leveraged funding opportunities. We ensure cross-referrals and co-enrollments between our partners to increase each participant's access to opportunities, introduce potential participants to services they may not be aware of, and encourage ongoing participation by offering participants a comprehensive array of services. These partnerships provide resources, wraparound services, and a value-add to the center. When youth need training dollars, we will provide a warm hand-off to the adult Talent Development Specialist to co-enroll them in the Adult or Dislocated Worker program and braid funding streams for training. This provides maximum resources for training, paid WEX, Apprenticeship, and OJT. We will provide monthly follow-up services to continue to coordinate and facilitate communication between youth and the ADW program to ensure program quality.

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 be developed.

Equus Workforce Solutions serves as one of the nation's leading youth services providers by successfully recruiting, training, and placing young job seekers into jobs since 1968. Below is the PY22 Scope of Work (SOW) for the Southwestern Region WIOA Youth Program. Adhering to the 25% In-School (ISY) and 75% Out-of-School (OSY) Equus Workforce will serve **300 youth participants** in the seven-county region for PY22. Equus is dedicated to doing transformational work, one individual at a time, through a human-centered and trauma-informed approach. Equus will engage and make all the fourteen program elements available to all youth participants to receive the full benefit of the program.

In addition, Equus will provide referrals with warm hand-offs to staff at community-based organizations for supportive services based on the individual needs of youth to fulfill the fourteen elements of full engagement. Equus adopts a holistic, community-based approach to serving youth and young adults through meaningful referrals. This includes referring WIOA eligible youth and young adults when appropriate. Our hand-off process will focus on us scheduling appointments for the young adult for co-enrollment with partners. We will carefully track referrals, so our team will identify where and how impactful co-enrollments are and how this has added value to the young adult's experience within the workforce system. Memorandums of understanding (MOUs) will be created as needed to meet the needs of our participants.



Equus' mission is to prepare individuals for careers and connect businesses with qualified employees. This is aligned with the board's mission 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, Equus will support Southwest Area WDB's cooperative programs to 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.

Tutoring, Study Skills Training, Instruction, and Dropout Prevention activities that lead to completion of a high school diploma or recognized equivalent

Equus will engage all youth participants by providing connections to adult education providers and school districts to earn high school diplomas. All out-of-school youth who do not possess a diploma or equivalent are at risk of dropping out again. Equus has found that the best way to minimize this risk is through the comprehensive uncovering and mitigation of barriers. Equus will use the Test of Adult Basic Education (TABE) to inform tutoring and measure skills gains from pre to post-test. Each youth participant will be required to complete 15 tutoring hours through their participation in the program.

Equus will assist youth to obtain their high school diploma or GED before placement in work experience. Youth will earn a GED, high school diploma, industry-recognized stackable certificates, associate's or even bachelor's degrees. With partners such as Doña Ana Community College Adult Basic Education Program and Western New Mexico University Adult Basic Education Program, Equus provides one-on-one or group instruction for academics and technology training to access the virtual learning platforms available 24/7. Partnerships are referral relationships and are not subject to MOUs. Equus seeks to reduce New Mexico's disconnected youth population, which, as previously noted, is the highest in the nation. We intend to move the needle on youth education and employment through extensive collaboration and commitment to innovative strategies that allow us to recruit and serve youth as contracted.

Alternative Secondary School and Dropout Recovery Services assist youth who have struggled in traditional secondary education or who have dropped out of school

Equus will partner with Doña Ana Community College Adult Basic Education Program and Western New Mexico University Adult Basic Education Program provide GED/HiSET preparation, ESL courses, and soft skills training. When appropriate, Equus also encourages youth to go back to high school for dropout recovery to earn a traditional accredited diploma. We also encourage youth to look at early college high schools so they can begin earning a credential while enrolled in high school.

This can sometimes be easier when working with charter schools, so we will build relationships as well. The specific schools we will partner with for early college opportunities include Alta Vista Early College High School, Arrowhead Park Early College High School, and Early College High School-Deming. High schools we will



target for partnership for dropout recovery include Desert Pride Academy, New Mexico National Guard Youth Challenge Academy, Las Montañas Charter High School, Alma D'Arte Charter High School, New America School, and the Rio Grande Preparatory School. Finally, as we do in many Equus Youth programs, we will use Penn Foster, an online school that allows students to earn a diploma.

To support youth's school completion, TDS provide ongoing case management and coaching; solutions to obstacles; and supportive services so the youth can stay in school to complete their diploma or equivalency. Through GED preparation through EssentialEd, the Youth Program will offer self-paced virtual GED instruction. GED Ready tests will be available for download and made available to all participants. For youth who need more live instruction to prepare for the GED, Equus will connect them to education providers.

Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development

Equus will conduct workshops for youth on appropriate work behaviors while simultaneously preparing employers to prepare and engage youth. Equus will develop worksites with private businesses. Equus will offer year-round youth employment opportunities, paid/unpaid internships, pre-apprenticeships and apprenticeships, and subsidized OJT. Pre-apprenticeship links to a registered apprenticeship. Through education, youth may earn nationally recognized, stackable industry credentials. WEX placements are determined by each youth's individual goals. The Career Pathways Specialist and Worksite Supervisor evaluate all young adult participants. Staff facilitate OJT opportunities.

Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field

Staff will use the ETPL in in-demand sectors following the WDB's policies and procedures for customer choice, enrollment, payment, documentation of attendance, progress for measurable skills gain, and credential attainment. Key partners include Doña Ana Community College Adult Basic Education Program and Western New Mexico University Adult Basic Education Program. TDS will guide participants through considering the competitiveness and earnings in all careers they are interested in pursuing.

Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills

Equus will ensure an integration of workforce preparation activities, starting with the *Design Your Future* curriculum, basic academic skills, and hands-on occupational skills training. Through the consumer-driven ISS development process, Equus will



customize solutions, such as a flexible education schedule, a work experience program that offers concurrent training, or paid/unpaid internship opportunities that are accompanied by college credit. Equus also partners with other education providers such as New Mexico State University, Western New Mexico University, and Doña Ana Community College Workforce Development and Career Readiness (CDL classes) who provide work-based learning through career technical education (CTE), apprenticeships, and OJT. This approach contextualizes what participants are learning and strengthens their engagement with the program.

Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors

Leadership development activities encourage responsibility and other positive social and civic behaviors. All youth participants will be given the chance to connect with organizations that foster leadership development. Some of the local organizations we will turn to for leadership opportunities include **AmeriCorps (through FYI+), Parks and Recreation Youth Board, Junior Leadership, Teen Connection Project (TCP), Teen Outreach Program, and 4-H Youth Development through New Mexico State University.**

Supportive Services enable an individual to participate in WIOA activities

Supportive services may include (as delineated in the contract budget), but are not limited to transportation, childcare, uniforms/worksites clothing, school supplies, test fees, health and mental health services, car repairs, food, rental assistance. Equus will provide comprehensive wrap-around services with warm hand-off referrals to community partners.

Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement

Mentorship is built into the case management and service delivery for no less than 12 months. Often program staff, particularly the TDS and, for out-of-school youth, the GED Instructor, are the sole adults in a participant's life that offer support, guidance, and encouragement. All participants are required to participate on a 1 hour mentoring weekly session through the duration of the program. Our staff take their role as a guide very seriously because we understand the difference the presence of even one caring adult can make in the life of a young adult facing any number of barriers. Mentoring is a key strategy woven into the program design. For youth who participate in work experience, staff facilitate the implementation of workplace mentoring by worksite supervisors, setting guidelines for what the match entails and recommending appropriate activities, e.g., watching and discussing LinkedIn Learning courses, check-in questions from the mentor, suggested readiness list, and quarterly café events. Equus will also connect youth with partners such as Big Brothers Big Sisters, Boys & Girls Clubs, and SCORE Las Cruces.



Follow-up Services are provided following a program exit to assist in the success of the youth in employment or education

Equus staff will follow up with youth to ensure retention in employment and/or education and training. Staff inform youth of this expectation at enrollment and before exit. Staff will contact youth regularly (weekly for the first month, bi-weekly for the second and third months, and then monthly for nine months) to provide additional support while they are in school and/or working.

Support may include, but is not limited to academic assistance, help with solving a work-related problem, contact employer if helpful, adult mentoring, arranging work-related peer support, suggesting Essential Ed and LinkedIn Learning courses for new skills development related to their job for advancement, and referrals to partners that provide support services. All contacts and services are documented in the participant's case record and case notes, and employment and education documentation are uploaded for performance outcomes (placement, median wage, credential attainment). Quarterly follow-ups are completed in NMWCOS.

Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling

Equus staff are trained in trauma informed care, motivational interviewing, and other effective modalities. Equus is thus well-suited to provide comprehensive career guidance and life coaching. Equus develops partnerships to provide substance use and mental health counseling. Staff refer participants to Doña Ana Crisis Triage Center, Roots Counseling Center, Camino Nuevo Counseling Services, and Mesilla Valley Hospital for mental health services for youth and families. All services are documented in the participant's case record, case notes are updated, and activities are added to the case record in NMWCOS.

Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability

Staff offer Money Essentials workshops, a curriculum that is part of Essential Education offerings which covers checking accounts, budgeting, credit and credit reports, and tax deductions. Equus has and will partner with New Mexico State University which offers workshops like Basic Financial Wellness, and Budgets Aren't Just For Parents. Equus will also use modules from the MoneySmart curriculum, EverFi, and LinkedIn Learning to provide 24/7 financial literacy information and workshops. Finally, Equus has developed relationships with financial aid advisors affiliated with education and training providers to assist participants with their FAFSA to leverage Pell grants, and if additional support is needed, we will provide Individual Training Accounts (ITA) for out-of-school youth. For in-school youth, through co-enrollment in the Adult and Dislocated Worker program, participants will have access to ITAs to provide tuition assistance. Our



relationship with the colleges also means they notify us when a student has obtained a credential or a degree.

Entrepreneurial Skills Training provides the basics of starting and operating a small business and assists in the development of entrepreneurial skills

Interested youth are taught the values and basics of running a business. Equus will work with mentors and the City of Las Cruces Economic Development Department to introduce entrepreneurship, business plans, small business loans and grants, and relevant work experience. Equus will use EverFi and Money Essentials, online learning platforms that includes entrepreneurial skills training. Equus will work with local Chambers of Commerce and Business Associations to invite lecturers and local entrepreneurs.

Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations

Equus prioritizes ensuring youth understand the labor market supply, demand, and other forces affecting the labor market to help them make informed choices and reach their career goals. First youth participants are guided to complete a brief two-minute Career Pathways Explorer tool to identify industries that may be a good fit. Then staff use information from local employers, the Las Cruces Chamber of Commerce, Deming-Luna Chamber of Commerce, Grant County Chamber of Commerce, and Lordsburg-Hidalgo County Chamber of Commerce and LMI provided by WDB to access employer hiring data in specified occupations and industries. The Youth Program will have access to JobsEQ, an aggregator of local LMI that sources information from the NMWCOS, the Bureau of Labor Statistics, and more. This tool provides current information about in-demand occupations and associated career pathways.

Post-secondary Preparation and Transition Activities help youth prepare for and transition to post-secondary education and training

Equus will host quarterly “College Days.” We will arrange for youth to tour campuses close to their homes and/or have admissions counselors on site. We will offer workshops on topics like FAFSA and Student Resources on Campus. Staff help youth complete FAFSA forms as needed. Youth are prepared for life after high school whether that means attending a junior college or four-year university, joining the military, attending a technical or trade school, or entering the workforce. The team also lets participants know about early college high schools that allow youth to earn transferrable college credits, provides free tuition and books, and academic support. Some of the schools we will target for early college partnership are Alta Vista Early College High School, Arrowhead Park Early College High School, and Early College High School-Deming.



Youth Incentive Policy:

Equus will implement participant incentives to promote the successful completion of services. Equus does use financial incentives for youth who complete ISS milestones or specific kinds of participation. Incentives are capped at \$500 per year per participant. Payments for various milestones are as follows:

- **Literacy/Numeracy Skills Attainment:** For basic skill deficient youth in Reading or Math, up to **\$75** may be earned for an increase of one Educational Function Level (EFL) in either subject.
- **Design Your Future:** Participants may earn up to **\$50** for successful completion of this course.
- **Financial Literacy:** Participants may earn up to **\$50** upon completion of a financial literacy course.
- **GED Testing:** Participants may earn up to **\$25** for each GED or HiSET test passed (up to 5 tests).
- **GED:** Participants may earn up to **\$200** upon GED completion.
- **High School Diploma:** Participants may earn up to **\$200** upon receiving a High School Diploma or attaining another state recognized High School Completion Certificate.
- **Activity Participation Incentive:** At program staff discretion, certain events or activities may be incentivized with a participation incentive of up to **\$100**. Staff will let participants know about the opportunity prior to the event, and the amount of the incentive that may be earned. Examples include first aid/CPR course, service-learning event, or other staff scheduled activity/training. College day, apprenticeship, trade.

WORKFORCE INNOVATION AND OPPORTUNITY ACT Budget Worksheet - Youth Services										
Sub-grant Number		Contract Period				Name of Provider				
WIOA - Youth Service		July 1, 2022 - June 30, 2023				ArborE&T, LLC dba Equus Workforce Solutions				
Budget Category		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									
Example: Program Manager		\$ 520.00	\$ 2,130.00	\$ 2,650.00	\$ 520.00	\$ 2,130.00	\$ 2,650.00	\$ 1,050.00	\$ 4,290.00	\$ 5,320.00
Project Director - Las Cruces		\$38.46 x 37% x 2080 hours	\$ 7,400.00	\$ 22,200.00	\$ 29,600.00			\$ -	\$ 7,400.00	\$ 29,600.00
Project Accountant - Las Cruces		\$36.06 x 33% x 2080 hours	\$ 6,187.90	\$ 18,563.69	\$ 24,751.58			\$ -	\$ 6,187.90	\$ 24,751.58
Quality Assurance Analyst - Las Cruces		\$27.75 x 37% x 2080 hours	\$ 5,339.10	\$ 16,017.30	\$ 21,356.40			\$ -	\$ 5,339.10	\$ 21,356.40
Human Resources - Las Cruces		\$21.25 x 33% x 2080 hours	\$ 3,645.50	\$ 10,939.50	\$ 14,585.00			\$ -	\$ 3,645.50	\$ 14,585.00
Supervisor - Las Cruces		\$25 x 100% x 2080 hours	\$ 13,000.00	\$ 39,000.00	\$ 52,000.00			\$ -	\$ 13,000.00	\$ 52,000.00
Talent Development Specialist - Las Cruces		\$19.32 x 100% x 2080 hours	\$ 10,046.40	\$ 30,139.20	\$ 40,185.60			\$ -	\$ 10,046.40	\$ 40,185.60
Talent Development Specialist - Sunland		\$19.32 x 100% x 2080 hours	\$ 10,046.40	\$ 30,139.20	\$ 40,185.60			\$ -	\$ 10,046.40	\$ 40,185.60
Talent Development Specialist - Silver City		\$19.32 x 100% x 2080 hours	\$ 10,046.40	\$ 30,139.20	\$ 40,185.60			\$ -	\$ 10,046.40	\$ 40,185.60
Talent Development Specialist - Deming		\$19.32 x 100% x 2080 hours	\$ 10,046.40	\$ 30,139.20	\$ 40,185.60			\$ -	\$ 10,046.40	\$ 40,185.60
Talent Development Specialist - Socorro		\$19.32 x 100% x 2080 hours	\$ 10,046.40	\$ 30,139.20	\$ 40,185.60			\$ -	\$ 10,046.40	\$ 40,185.60
Talent Development Specialist - TorC		\$19.32 x 100% x 2080 hours	\$ 10,046.40	\$ 30,139.20	\$ 40,185.60			\$ -	\$ 10,046.40	\$ 40,185.60
Project Director Performance Based Incentive		Equals 15% of Project Director allocated salary	\$ 1,110.00	\$ 3,330.00	\$ 4,440.00			\$ -	\$ 1,110.00	\$ 4,440.00
Vacancy Rate		3% vacancy rate	\$ (2,875.56)	\$ (8,626.67)	\$ (11,502.23)			\$ -	\$ (2,875.56)	\$ (11,502.23)
Total Staff Salaries			\$ 94,086.34	\$ 282,259.02	\$ 376,345.36	\$ -	\$ -	\$ -	\$ 94,086.34	\$ 282,259.02
Fringe Benefits		Percentage or Cost	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School
FICA/Medicare		7.65%	\$ 7,197.60	\$ 21,692.81	\$ 28,890.42	\$ -	\$ 7,197.60	\$ 7,197.60	\$ 28,890.42	\$ 28,890.42
FUTA		0.25%	\$ 231.00	\$ 693.00	\$ 924.00	\$ -	\$ 231.00	\$ 231.00	\$ 924.00	\$ 924.00
SUTA		1.70%	\$ 1,600.73	\$ 4,802.18	\$ 6,402.91	\$ -	\$ 1,600.73	\$ 1,600.73	\$ 6,402.91	\$ 6,402.91
Workmans Comp. Ins.		2.43%	\$ 2,265.30	\$ 6,855.89	\$ 9,121.19	\$ -	\$ 2,265.30	\$ 2,265.30	\$ 9,121.19	\$ 9,121.19
Workmans Comp. Fee		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Care Ins.		8.50%	\$ 7,997.34	\$ 23,992.02	\$ 31,989.36	\$ -	\$ 7,997.34	\$ 7,997.34	\$ 31,989.36	\$ 31,989.36
Retirement		0.27%	\$ 254.03	\$ 762.10	\$ 1,016.13	\$ -	\$ 254.03	\$ 254.03	\$ 1,016.13	\$ 1,016.13
Life Insurance		0.06%	\$ 56.45	\$ 169.35	\$ 225.81	\$ -	\$ 56.45	\$ 56.45	\$ 225.81	\$ 225.81
Long Term Disability		0.41%	\$ 369.75	\$ 1,159.25	\$ 1,529.00	\$ -	\$ 369.75	\$ 369.75	\$ 1,529.00	\$ 1,529.00
Total Fringe Benefits			\$ 20,009.21	\$ 60,027.62	\$ 80,036.83	\$ -	\$ -	\$ -	\$ 20,009.21	\$ 80,036.83

Budget

BUDGET AND STAFFING PLAN

Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services

Southwestern Area Workforce Development Board

[illegible]

Indirect Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Indirect Costs	9.77% of subtotal direct costs.	\$ 25,177.72	\$ 50,552.12	\$ 75,729.84			\$ -	\$ 25,177.72	\$ 50,552.12	\$ 75,729.84
Total Indirect Cost Rate		\$ 25,177.72	\$ 50,552.12	\$ 75,729.84	\$ -	\$ -	\$ -	\$ 25,177.72	\$ 50,552.12	\$ 75,729.84
Participant Training Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Work Experience	Wages at \$11.50/hour x 20 hours x 12 weeks x 28 in school participants. Wages at \$11.50/hour x 20 hours x 12 weeks x 79 out of school participants.	\$ 77,280.00	\$ 218,040.00	\$ 295,320.00						\$ 295,320.00
Work Experience	Fringe benefits (FICA and Workers' Compensation) at 10.95% of total work experience wages.	\$ 7,789.82	\$ 21,978.43	\$ 29,768.26			\$ -	\$ 7,789.82	\$ 21,978.43	\$ 29,768.26
Work Experience	ADP payroll processing for work experience is calculated at \$2.31 per participant per week.	\$ 776.16	\$ 2,189.88	\$ 2,966.04			\$ -	\$ 776.16	\$ 2,189.88	\$ 2,966.04
Work Experience	Work experience processing fees include the work to be performed, and benefit received and is calculated at \$152 per participant.	\$ 4,253.49	\$ 12,000.92	\$ 16,254.41			\$ -	\$ 4,253.49	\$ 12,000.92	\$ 16,254.41
Participant Training	Participant training expenses including transportation, support services, and incentives.	\$ 21,217.76	\$ 71,653.27	\$ 92,871.03			\$ -	\$ 21,217.76	\$ 71,653.27	\$ 92,871.03
			\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Total Participant Services		\$ 111,317.23	\$ 325,862.51	\$ 437,179.74	\$ -	\$ -	\$ -	\$ 111,317.23	\$ 325,862.51	\$ 437,179.74
TOTAL BUDGET EXPENSE		\$ 321,269	\$ 928,731	\$ 1,250,000	\$ -	\$ -	\$ -	\$ 321,269	\$ 928,731	\$ 1,250,000
		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		223	77	300	223	77	300	446	154	600
Average Cost per Participant (Operating + Participant Training)		\$ 1,440.67	\$ 12,051.44	\$ 13,502.11	\$ -	\$ -	\$ -	\$ 1,440.67	\$ 12,051.44	\$ 13,502.11
Average Cost per Participant (Operating Costs Only)		\$ 941.49	\$ 7,829.46	\$ 8,770.95	\$ -	\$ -	\$ -	\$ 941.49	\$ 7,829.46	\$ 8,770.95
Average Cost per Participant (Participant Training Costs Only)		\$ 499.18	\$ 4,231.98	\$ 4,731.16	\$ -	\$ -	\$ -	\$ 499.18	\$ 4,231.98	\$ 4,731.16
Percentage of In-School Budget (Can not exceed 25% of Total Budget)								10.67%	89.32%	100.00%

Staffing Plan

Arbor E&T, LLC dba Equus Workforce Solutions

[illegible]

Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services

PERFORMANCE INCENTIVES

Per Q&A requirements, the following has been returned.

PROFIT PERFORMANCE INCENTIVES

WIOA PROGRAM	Total Amount
WIOA Youth Services	\$ 50,000.00

Minimum Recruitment Levels (Based on total PY participant goal in contract)	Percentage Allocation of Total		Amount
	Target	Incentive	
Catron	5%	5%	\$ 2,500.00
Dona Ana (not to exceed)	40%	5%	\$ 2,500.00
Grant	15%	5%	\$ 2,500.00
Hidalgo	5%	5%	\$ 2,500.00
Luna	13%	5%	\$ 2,500.00
Sierra	10%	5%	\$ 2,500.00
Socorro	12%	5%	\$ 2,500.00
Total	100%	35%	\$ 17,500.00

Minimum Retention Levels (Based on total amount of participants in program year)	Percentage Allocation of Total		Amount
	Target	Incentive	
Retention Level of 85% or greater	85%	20%	\$ 10,000.00

Participant File Data Accuracy	Percentage Allocation of Total		Amount
	Target	Incentive	
1st Quater Data Participant File Accuracy	85%	8%	\$ 4,000.00
2nd Quater Data Participant File Accuracy	85%	8%	\$ 4,000.00
3rd Quater Data Participant File Accuracy	85%	8%	\$ 4,000.00
4th Quater Data Participant File Accuracy	85%	8%	\$ 4,000.00
Total		32%	\$ 16,000.00

Satisfaction Rates	Percentage Allocation of Total		Amount
	Target	Incentive	
Employer Work Experience Satisfaction Rate of 85% or greater	85%	6%	\$ 3,000.00
Participant Satisfaction Rate of 85% or greater	85%	7%	\$ 3,500.00
Total		13%	\$ 6,500.00

Overall Total	100%	\$ 50,000.00
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(1) Profit incentives are monitored throughout the program year.

A one time payment for the profit incentives will be paid 30 days after the close-out report has been accepted.

(2) Only incentive goals meeting or exceeding the target amount will receive 100% of amount. Pro-rated amount are not permitted.

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

ASSURANCES AND CERTIFICATIONS

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

**ASSURANCES AND CERTIFICATIONS FOR
PROGRAM YEAR 2022**

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.

Arbor E&T, LLC dba Equus
Workforce Solutions

4/20/2022

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

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

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);

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

- 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.

Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services

- 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.

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

"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:	N/A
Relation to Prospective Contractor:	N/A
Name of Applicable Public Official:	N/A
Date Contribution(s) Made:	N/A
Amount(s) of Contribution(s)	N/A
Nature of Contribution(s)	N/A
Purpose of Contribution(s)	N/A

(Attach extra pages if necessary)


N/A	N/A
Signature	Date
N/A	

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

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

4/20/2022

Date

President

Title (Position)

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Per Q&A requirements, the following has been returned.

**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: _____

Entity Email Address: _____

SIGNATURE CERTIFICATE



REFERENCE NUMBER

B589A69E-692D-4C9D-86D0-DEAA92869607

TRANSACTION DETAILS

Reference Number

B589A69E-692D-4C9D-86D0-DEAA92869607

Transaction Type

Signature Request

Sent At

06/28/2022 17:17 EDT

Executed At

07/01/2022 09:47 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

e52abc1fca21f77fc87806847d33a2fd87935f98d04de469a18d41ca16be2ee

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

PY22 WIOA Youth Contract-Equus

Filename

py22_wioa_youth_contract-equus.pdf

Pages

38 pages

Content Type

application/pdf



File Size

2.87 MB

Original Checksum

b55faf60c029ba46f16d58c3ff77fcf1fd722795ce6f5ff06dacbd3d8525af8af

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Mark Douglass	Status signed	Viewed At 07/01/2022 09:45 EDT
Email mark@equusworks.com	Multi-factor Digital Fingerprint Checksum e6e9e58c94a23f82d4b6b4d868fedb7c71e3706d9cf9f25016aecc416e531a45	Identity Authenticated At 07/01/2022 09:47 EDT
Components 2	IP Address 47.196.168.142	Signed At 07/01/2022 09:47 EDT
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID EC2806BB	
Name Alisa Estrada	Status signed	Viewed At 06/30/2022 17:50 EDT
Email alisa.estrada@pmsnm.org	Multi-factor Digital Fingerprint Checksum 24660d1b9029f9e92d242875b1ed64b87fa501ddd202c131687e9bdd64a6a799	Identity Authenticated At 06/30/2022 17:52 EDT
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	Drawn Signature 	
	Signature Reference ID 4B870522	
	Signature Biometric Count 703	

AUDITS

TIMESTAMP

AUDIT

06/28/2022 17:17 EDT

Angela Longovia (angela1@sccog-nm.com) created document 'py22_wioa_youth_contract-equus.pdf' on Firefox via Windows from 67.0.246.159.

06/28/2022 17:17 EDT

Mark Douglass (mark@equusworks.com) was emailed a link to sign.

06/28/2022 17:17 EDT

Alisa Estrada (alisa.estrada@pmsnm.org) was emailed a link to sign.

06/29/2022 15:09 EDT

Alisa Estrada (alisa.estrada@pmsnm.org) was emailed a reminder.

06/29/2022 15:09 EDT

Mark Douglass (mark@equusworks.com) was emailed a reminder.

06/29/2022 16:00 EDT

Mark Douglass (mark@equusworks.com) viewed the document on Safari via Mac from 96.72.6.18.

06/29/2022 16:00 EDT

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06/29/2022 16:01 EDT

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06/30/2022 12:23 EDT

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06/30/2022 15:56 EDT

Alisa Estrada (alisa.estrada@pmsnm.org) was emailed a reminder.

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06/30/2022 17:22 EDT

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06/30/2022 17:52 EDT

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06/30/2022 17:52 EDT

Alisa Estrada (alisa.estrada@pmsnm.org) signed the document on Chrome via Windows from 192.119.44.177.

06/30/2022 19:31 EDT

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06/30/2022 19:31 EDT

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06/30/2022 19:35 EDT

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06/30/2022 19:44 EDT

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06/30/2022 22:05 EDT

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06/30/2022 22:05 EDT

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06/30/2022 22:05 EDT

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07/01/2022 09:44 EDT

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07/01/2022 09:45 EDT

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07/01/2022 09:45 EDT

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07/01/2022 09:47 EDT

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07/01/2022 09:47 EDT

Mark Douglass (mark@equusworks.com) signed the document on Chrome via Windows from 47.196.168.142.

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency 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 agency 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 agency 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 either 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.

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

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

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“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:	<u>N/A</u>
Relation to Prospective Contractor:	<u>N/A</u>
Name of Applicable Public Official:	<u>N/A</u>
Date Contribution(s) Made:	<u>N/A</u>
Amount(s) of Contribution(s)	<u>N/A</u>
Nature of Contribution(s)	<u>N/A</u>
Purpose of Contribution(s)	<u>N/A</u>

(Attach extra pages if necessary)

<u>N/A</u>	<u>N/A</u>
Signature	Date
<u>N/A</u>	

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

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

4/20/2022

Date

President

Title (Position)

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

ASSURANCES AND CERTIFICATIONS

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

**Southwestern Area Workforce Development Board
Service Provider of Workforce Innovation and Opportunity Act Youth Services**

**ASSURANCES AND CERTIFICATIONS FOR
PROGRAM YEAR 2022**

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.

Arbor E&T, LLC dba Equus
Workforce Solutions

4/20/2022

Sub-recipient
(PRINTED NAME)

DATE



SIGNATURE

ASSURANCES AND CERTIFICATIONS

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Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

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**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

Southwestern Area Workforce Development Board Service Provider of Workforce Innovation and Opportunity Act Youth Services

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);

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- 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.

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- 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.