

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/MODIFICATION NO. PY22-WIOA-03	CONTRACT PERIOD July 1, 2022 - June 30, 2023		
<p>This Agreement is made and entered into by the Southwestern Area Workforce Development Board, hereinafter referred to as the LWDB, and ALAMO NAVAJO SCHOOL BOARD, INC., hereinafter referred to as the Sub-Grantee. The Sub-Grantee agrees to provide <u>WIOA Youth Services</u> 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 Alamo Navajo School Board, Inc.		3. NAME OF PROVIDERS POINT OF CONTACT Marlene Herrera		
ADDRESS PO Box 5907		TITLE OF POINT OF CONTACT Community Services Director		
CITY, STATE & ZIP Alamo, NM 87825		TELEPHONE/FAX/EMAIL Phone: 575-854-2609 ext. 1403 Fax: Email:		
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	\$195,000.00	\$195,000.00
AMOUNT OF MODIFICATION				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AMOUNT OF TOTAL CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$0.00	\$0.00	\$195,000.00	\$195,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

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

II. AGREEMENT REQUIREMENTS

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

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

(B) Duties and Obligations of the Sub-Grantee

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

(C) Effective Date and Term

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

(D) Funding

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

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

(2) Expenditure Authorization Procedures: Sub-Grantee agrees to abide by LWDB rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.

- (a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.
- (b) Sub-Grantee will establish local policy and procedures for their sub-grantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.
- (c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.
- (d) Sub-Grantee acknowledges that USDOL, AE, FA, the State Auditor's Office or other authorized agent has the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.

(3) Modification Procedures

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

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

(4) Reporting Requirements

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

(5) Maintenance of Funds in Appropriate Financial Institutions

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

(6) Payment Contingency

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

(7) Performance Standards

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

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

(A) Data Access and Automation Requirements

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

(B) Retention of Records

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

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

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

(5) Confidentiality of Records

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

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

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

(7) Confidentiality of Data

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

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

(8) Compliance with Applicable Audit Requirements

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

(9) Rights Of Inspection

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

(10) Financial and Performance Monitoring

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

V. ASSURANCES

(A) Compliance with Certain Laws

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

VI. TERMINATION

(A) Termination for Effectiveness

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

(B) Termination for Default (Cause)

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

(C) Remedies Other Than Termination for Default

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

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

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

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

(B) Insurance

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

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

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

(C) Notice of Pending Litigation

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

(D) Certifications

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

(E) Exhibits

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

(F) Liability

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

(G) Sub-Grantee;

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

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

VIII. REFERENCES

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

IX. WIOA YOUTH SERVICE REQUIREMENTS

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

(B) REQUIREMENTS AND PROGRAM ELEMENTS

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

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

attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;

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

X. YOUTH PROGRAM DESIGN

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

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

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

XI. OUT OF SCHOOL YOUTH (OSY) EXPENDITURE REQUIREMENT

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

(1) Calculations

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

(2) Tracking

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

XII. YOUTH - EXPANDED WORK EXPERIENCE FOCUS

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

(1) Calculations

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

(2) Tracking

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

XIII. PERFORMANCE MEASURES

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

levels.

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

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

XIV. CORRECTIVE ACTION AND SANCTIONS

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

LWDB:

Olivia Estrada
Authorized Signature

06/30/2022

Date

Sub-Grantee:

Marlene Thomas-Herrera
Authorized Signature

06/28/2022

Date

WORKFORCE INNOVATION AND OPPORTUNITY ACT										
Budget Worksheet - Youth Services										
PY22 Budget										
Sub-grant Number		Contract Period					Name of Provider			
PY22 - WIOA - 03		July 1, 2022 - June 30, 2023					Alamo Navajo School Board, Inc.			
Budget										
Budget Category		Budget								
		Current 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									
Staff salaries on staffing plan		\$ 11,793	\$ 35,378	\$ 47,171				\$ 11,793	\$ 35,378	\$ 47,171
								\$ -	\$ -	\$ -
								\$ -		\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -
Total Staff Salaries		\$ 11,793	\$ 35,378	\$ 47,171				\$ 11,793	\$ 35,378	\$ 47,171
Fringe Benefits										
Fringe Benefits	Percentage or Cost	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
FICA/Medicare @ .0765		\$ 902	\$ 2,706	\$ 3,609				\$ 902	\$ 2,706	\$ 3,609
FUTA				\$ -						\$ -
SUTA @.0061		\$ 72	\$ 216	\$ 288				\$ 72	\$ 216	\$ 288
Workmans Comp. Ins.				\$ -						\$ -
Workmans Comp. Fee				\$ -						\$ -
Health Care Ins.		\$ 1,301	\$ 3,903	\$ 5,204				\$ 1,301	\$ 3,903	\$ 5,204
Retirement @ .04		\$ 472	\$ 1,415	\$ 1,887				\$ 472	\$ 1,415	\$ 1,887
Total Fringe Benefits		\$ 2,747	\$ 8,240	\$ 10,987				\$ 2,747	\$ 8,240	\$ 10,987
Travel										
Travel	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
In-State Travel										
Mileage & Per Diem		375	1,125	1,500				375	1,125	1,500
Out-of-State Travel										
										-
Total Travel		375	1,125	1,500				375	1,125	1,500
Materials & Supplies										
Materials & Supplies	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Office Supplies		\$ 425	\$ 1,276	\$ 1,701				\$ 425	\$ 1,276	\$ 1,701
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
Total Materials & Supplies		\$ 425	\$ 1,276	\$ 1,701				\$ 425	\$ 1,276	\$ 1,701
Property										
Property	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
							\$ -			
							\$ -			
Total Property					\$ -	\$ -	\$ -			

Facility Rental	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Leases/rental - bldg.rent (classroom space)		\$ 375	\$ 1,125	\$ 1,500				\$ 375	\$ 1,125	\$ 1,500
Total Facility Rental		\$ 375	\$ 1,125	\$ 1,500				\$ 375	\$ 1,125	\$ 1,500
Miscellaneous	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Telephone		\$ 250	\$ 750	\$ 1,000				\$ 250	\$ 750	\$ 1,000
Utilities		\$ 375	\$ 1,125	\$ 1,500				\$ 375	\$ 1,125	\$ 1,500
Dessemination		\$ 300	\$ 900	\$ 1,200				\$ 300	\$ 900	\$ 1,200
Other		\$ 78	\$ 234	\$ 312				\$ 78	\$ 234	\$ 312
Total Miscellaneous		\$ 1,300	\$ 2,775	\$ 4,012				\$ 1,300	\$ 2,775	\$ 4,012
Professional Services	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Professional Services		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Profit Incentives	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Profit Incentives		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Indirect Cost	15.00%	\$ 2,508	\$ 7,524	\$ 10,032				\$ 2,508	\$ 7,524	\$ 10,032
Total Indirect Cost Rate		\$ 2,508	\$ 7,524	\$ 10,032				\$ 2,508	\$ 7,524	\$ 10,032
Participant Training Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
In-School Youth Services (10 students)	Estimated number of study skills/WEX hours x 10 students @ \$11.50/hr. as of 01/03/2022	25,711		25,711				25,711		25,711
Out-of-School Youth (20 participants)	Estimated number of study skills/WEX hours x 20 students @ \$11.50/hr. as of 01/03/2022		78,000	78,000					78,000	78,000
FICA @ .0765		1,983	5,950	7,934				1,983	5,950	7,934
SUTA @ .0061		158	474	633				158	474	633
Supportive Service Costs and Incentives based on SAWDB policy and procedures for Credential Attainment, Financial Literacy, Training completion, (assessments, educational supplies, vehicle fuel, computer supplies, etc.		1,439	4,318	5,757				1,439	4,318	5,757
Total Participant Services		29,292	88,742	118,035	\$ -	\$ -	\$ -	29,292	88,742	118,035
TOTAL BUDGET EXPENSE		\$ 48,814	\$ 146,186	\$ 195,000				\$ 48,814	\$ 146,186	\$ 195,000
		Current 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		10	20	30				10	20	30
Average Cost per Participant (Operating + Participant Training)		\$ 4,881.43	\$ 7,309.29	\$ 12,190.72				\$ 4,881.43	\$ 7,309.29	\$ 12,190.72
Average Cost per Participant (Operating Costs Only)		\$ 1,952.25	\$ 2,872.18	\$ 4,824.44				\$ 1,952.25	\$ 2,872.18	\$ 4,824.44
Average Cost per Participant (Participant Training Costs Only)		\$ 2,929.17	\$ 4,437.11	\$ 7,366.28				\$ 2,929.17	\$ 4,437.11	\$ 7,366.28
Percentage of In-School Budget (Can not exceed 25% of Total Budget)								25.00%	75.00%	100.00%

