Southwestern Area
Workforce Development Board

Special Board Meeting Agenda

Virtual Meeting via Zoom or Phone

To join meeting by phone, dial: (346) 248-7799, then enter Meeting ID: 895 3567 1746

To join meeting online via Zoom, go to: https://us02web.zoom.us/j/89535671746

Friday, June 26, 2020 at 10:00 a.m. (MDT)

Mr. Joshua Orozco—Board Chair
Mr. Michael Olguin, Jr.—Board Vice Chair

I. **Call to Order**

II. **Roll Call and Abstentions**

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

IV. **Approval of Agenda**

V. **Consent Agenda Items** *(Items marked with an asterisk * are considered consent agenda items as shown in the consent agenda section below. These items are approved with the motion to approve of the agenda unless a member requests that a specific item be removed for its own action. There is no discussion on these items)*

a) *Approval of the March 5, 2020 meeting minutes

b) *Resolution 19 – 55 ratifies the Executive Committee's resolution to approve the amendment to the On-the-Job Training Policy, 17-03.4

c) *Resolution 19 – 56 ratifies the Executive Committee's resolution to approve the amendment to the Youth Activities Policy, 18-04.1

d) *Resolution 19 – 57 ratifies the Executive Committee's resolution to approve a temporary process for future policy and sub-recipients contract modifications necessary for the continuation of services while under the State of New Mexico's Emergency Declaration

e) *Resolution 19 – 58 ratifies the Executive Committee's resolution to approve a Memorandum of Understanding between the Tierra del Sol Housing Corps and the Southwestern Area Workforce Development Board, as collaborative partners within the public workforce system

f) *Resolution 19 – 59 ratifies the Executive Committee's resolution to approve a Memorandum of Understanding between the Motivation, Education & Training, Inc. and the Southwestern Area Workforce Development Board, as collaborative partners within the public workforce system

g) *Resolution 19 – 60 ratifies the Executive Committee's resolution to approve the amendment to the Supportive Services Policy

h) *Resolution 19 – 61 ratifies the Executive Committee's resolution to approve the Supplemental Data Wage Policy

i) *Resolution 19 – 62 ratifies the Executive Committee's resolution to approve the Transitional Jobs Policy

j) *Resolution 19 – 63 ratifies the Executive Committee's resolution to approve an amendment to Contract No. PY19-WIOA-01 between YDI and the Southwestern Area Workforce Development Board for WIOA Youth Services, and authorizes the Board Chair or Vice Chair to sign the contract amendment

k) *Resolution 19 – 64 ratifies the Executive Committee's resolution to approve an amendment to Contract No. PY19-WIOA-02 between ResCare Workforce Services and the Southwestern Area Workforce Development Board for WIOA Adult & Dislocated Worker Services, and authorizes the Board Chair or Vice Chair to sign the contract amendment

l) *Resolution 19 – 65 ratifies the Executive Committee's resolution to approve a contract grant agreement with the New Mexico Department of Workforce Solutions and the Southwestern Area Workforce Development Board to provide Workforce Innovation and Opportunity Act services from July 1, 2020 through June 30, 2022, and authorizes the Chair or Vice Chair to sign the agreement

m) *Resolution 19 – 66 ratifies the Executive Committee's resolution to amend the PY19 Southwestern Area Workforce Development Board Budget

n) *Resolution 19 – 67 ratifies the Executive Committee's resolution to approve the One-Stop Operator Budget Adjustment Request

o) *Resolution 19 – 68 approves the PY20 Open Meetings Act Resolution

VI. Discussion, Consideration and Possible Action Regarding

a) Resolution 19 – 69 approves the PY20 Southwestern Area Workforce Development Board Budget

b) Resolution 19 – 70 approves a government to government contract agreement with Alamo Navajo Schools to provide WIOA Youth Services in the amount approved in the PY20 SAWDB Budget for the period of July 1, 2020 through June 30, 2021, and authorizes the board chair or vice chair to sign the agreement

c) Resolution 19 – 71 approves a government to government contract agreement with the South Central Council of Governments to provide WIOA Administrative Entity Services in the amount approved in the PY20 SAWDB Budget for the period of July 1, 2020 through June 30, 2021, and authorizes the board chair or vice chair to sign the agreement

d) Resolution 19 – 72 approves a contract agreement with Youth Development Incorporated to provide WIOA Youth Services in the amount approved in the PY20 SAWDB Budget for the period of July 1, 2020 through June 30, 2021, and authorizes the board chair or vice chair to sign the agreement

e) Resolution 19 – 73 awards the WIOA Request for Proposal Adult & Dislocated Worker Contract Agreement to Arbor E&T, LLC dba ResCare Workforce Services for the period of July 1, 2020 through June 30, 2021, with an option to renew annually for a total of three years, and authorizes the board chair or vice chair to sign the agreement

f) Resolution 19 – 74 awards the WIOA Request for Proposal One Stop Operator Contract Agreement to Arbor E&T, LLC dba ResCare Workforce Services for the period of July 1,

2020 through June 30, 2021, with an option to renew annually for a total of three years, and authorizes the board chair or vice chair to sign the agreement

VII. Reports and Information Items

a) One-Stop Operator Report

b) Administrative and Financial Reports

c) Alix King – DWS Liaison

VIII. Other

a) Member Input

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

X. Next Meeting

a) Joint CEO and SAWDB Meeting on Tuesday, June 30, 2020 at 10:00 a.m.

XI. Adjournment

**Public comments can be emailed to angela1@sccog-nm.com before June 26, 2020 at 10:00 a.m. All public comments will be read at the meeting in the order received.

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

Southwestern Area Workforce Development Board

Board Meeting Minutes

Andres Z. Silva Conference Center
119 E. Pine Street
Deming, NM 88030
Thursday, March 5, 2020 at 10:00 a.m.

DRAFT OF MEETING MINUTES

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I. Call to Order

a. Chairman Orozco called the meeting to order at 10:07 a.m.

II. Welcome and Introductions

a. Chairman Orozco welcomed everyone and asked for introductions

III. Roll Call and Abstentions

a. Ms. Longovia called roll

b. Mr. Gristy made a **motion to allow board members to participate in the meeting telephonically, seconded by** Ms. Schoonover. **Motion passed.**

Present:	**Absent:**
Cassie Arias	MaryAnn Chavez-Lopez
Chris Boston	Alonzo Gonzales
Deborah Dean*	Marlene Herrera
Alisa Estrada*	Anton Salome
Jacqueline Fryar	Steve Siañez
Joe Gristy	
Michael Olguin*	
Joshua Orozco	
Erik Padilla*	
Debbie Schoonover	
Kim Skinner*	
Sharon Thomas	
Mary Ulrich	
Gary Whitehead*	

*Via telephone

Staff:	**Guests:**
Jay Armijo, Executive Director, SCCOG	Alix King, NMDWS (by phone)
Skylar Arnold, Fiscal Clerk	Yvette Bayless, ResCare
Carol Craft, Program Manager	Valerie Trujillo, ResCare
Steve Duran, WIOA Administrator	Patrick Madrid, ResCare
Angela Longovia, Communications Specialist	Brandy Wesley, ResCare
Joe McClintock, Project Manager	Collette Baker, ResCare
Jaymi Simms, Training & Development Specialist	James Fielder, ResCare
	Eric Rivera, ResCare

Mike Stone, Stone, McGee
Concha Cordova, YDI
Frank Meza, ResCare
Cindy Quillin, Assistant OSO
Darleen Lopez, OSO
Monica Ontiveros, YDI
Aaron King, YDI
Miguel Martinez, HELP-NM

IV. Public Comment

a. Mr. Miguel Martinez reminded everyone that HELP-NM administers the farmworker agricultural program through the state. They have funding available for different programs for adult and youth. Mr. Martinez also shared some initiatives that Workforce Solutions Borderplex has had success with.

V. Approval of Agenda

a. Ms. Fryar **made a motion to approve the agenda; seconded by** Mr. Boston. **By unanimous consent, motion passed.** The members that voted by telephone are as follows:
Ms. Estrada – Yes
Mr. Olguin – Yes
Ms. Skinner – Yes
Mr. Whitehead – Yes

VI. Discussion, Consideration and Possible Action Regarding

a. Motion to accept the minutes from the January 10, 2020 meeting. Mr. Gristy **made a motion to accept the minutes from the January 10, 2020 meeting;** seconded by **Mr. Padilla. By unanimous consent, motion passed.** The members that voted by telephone are as follows:
Ms. Estrada – Yes
Mr. Olguin – Yes
Ms. Skinner – Yes
Mr. Whitehead – Yes

b. Resolution 19 – 38 ratifies the Executive Committees resolutions on the following items:

i. Resolution 19 – 35 approves the Board Chair's committee appointments, per SAWDB Bylaws

ii. Resolution 19 – 36 approves the amendment to the Electronic Files Content & Records Retentions Management Policy, 17 – 19.1

iii. Resolution 19 – 37 authorizes the SAWDB to cost share security guard services for the New Mexico Workforce Connection Center in Las Cruces

Ms. Estrada asked if there had been any incidents. One-Stop Operator Ms. Lopez shared a few occurrences that prompted staff to express their safety concerns. **Mr. Boston made a motion to approve Resolution 19 – 38;** seconded by **Ms. Arias. By unanimous consent, motion passed.** The members that voted by telephone are as follows:
Ms. Estrada – Yes
Ms. Skinner – Yes
Mr. Whitehead – Yes

c. Resolution 19 – 39 accepts the Independent Auditor's Report for the period of July 1, 2018 through June 30, 2019. Mr. Armijo, Executive Director for the South Central Council

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of Governments introduce Mr. Stone of Stone, McGee & Co, C.P.A., an independent auditor for the Southwestern Area Workforce Development and the Region IV, Chief Elected Officials. Mr. Stone stated there are unmodified opinions on the report and this as good as it gets – no findings. **Mr. Boston made a motion to approve Resolution 19 – 39;** seconded by **Ms. Fryar. By unanimous consent, motion passed.** The members that voted by telephone are as follows:
Ms. Estrada – Yes
Ms. Skinner – Yes
Mr. Whitehead – Yes

d. Resolution 19 – 40 approves the PY19 Southwestern Area Workforce Development Board Budget Amendment. Mr. Duran shared a proposal to set aside funds for an agricultural project with New Mexico State University. Ms. Dean joined the meeting by phone. Mr. Gristy made **a motion to approve Resolution 19 – 40; seconded by** Ms. Arias. **By unanimous consent, motion passed.** The members that voted by telephone are as follows:
Ms. Estrada – Yes
Mr. Olguin – Yes
Ms. Skinner – Yes
Mr. Whitehead – Yes

e. Resolution 19 – 41 approves an amendment to Contract No. PY19-WIOA-02 between ResCare Workforce Services and the Southwestern Area Workforce Development Board for WIOA Adult & Dislocated Worker Services, and authorizes the Board Chair or Vice Chair to sign the contract amendment. Mr. Duran shared that in ResCare's contract, there is a Small Community Participant Training Expenditure under their Profit Incentive Schedule. What is proposed is to reduce the amount of profit incentive in this section. Mr. Orozco shared a spreadsheet he created showing amount of dollars that would go to each county under this proposal. Ms. Schoonover made **a motion to approve Resolution 19 – 41; seconded by** Mr. Padilla. **Motion passed.** The members that voted by telephone are as follows:
Ms. Estrada – Yes
Mr. Olguin – Yes
Ms. Skinner – No
Mr. Whitehead – No
Ms. Dean – No

VII. Reports and Information Items

a. Committee Reports

i. Mr. Padilla presented for the Disabilities Committee

ii. Ms. Skinner presented for the Monitoring Committee

iii. Mr. Whitehead presented for the Planning Committee

iv. Ms. Schoonover presented for the Youth & Young Adult Committee

v. Mr. Duran informed everyone about the Community Input Forums Mr. McClintock will be conducting in each county to gather information for the local plan.

b. Administrative and Financial Reports:

i. Ms. Craft presented the Technical Assistance and Trainings information that was provided to service provider staff. She also shared new information presented in a way requested by Chairman Orozco and Ms. Ulrich which included Amount of Funds Spent for Participant Training and number of new participants enrolled in training by service provider. Mr. Duran shared the Goals vs. Year-to-Date Actuals for Service Providers' Participants, service providers annual budget and expenditures,

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Performance Measures, and Enrollments by Occupation.

ii. Mr. Duran presented the Balance Sheet as of January 31, 2020. He also shared the Expenditures by Fund, and Expenditures by County.

iii. Mr. Duran introduced two new staff members: Skylar Arnold is a new Fiscal Clerk, and Jaymi Simms is replacing Ms. Rios as Training & Development Specialist. Mr. Armijo added that Ms. Gervasio found a new opportunity and is now part-time until her replacement is hired and trained.

c. One-Stop Operator Report

i. Ms. Lopez provided updates on workforce center activities

d. Service Provider Reports

i. Ms. Cordova reported on the Youth services activities

e. Resolution 19 – 41 approves an amendment to Contract No. PY19-WIOA-02 between ResCare Workforce Services and the Southwestern Area Workforce Development Board for WIOA Adult & Dislocated Worker Services, and authorizes the Board Chair or Vice Chair to sign the contract amendment. Chairman Orozco stated it was noticed the cover page for the presented contract was incorrect. He wanted to revisit this item with corrected information and have members do a new vote. By this time, Mr. Boston and Ms. Arias had departed the meeting but returned by phone to provide a quorum and vote on this item. Mr. Gristy made a **motion to allow Mr. Boston and Ms. Arias to participate in the meeting telephonically, seconded by** Ms. Fryar. Chairman Orozco presented the correction to the cover page and asked for a new vote. **Motion passed. The members that voted by telephone are as follows:**
Ms. Dean – No
Ms. Skinner – Yes
Mr. Whitehead – No
Mr. Boston – Yes
Ms. Arias – Yes

f. Service Provider Reports continued

i. Ms. Bayless reported the activities for the Adult & Dislocated Worker program

g. Strategic Meeting – Chairman Orozco shared that he would like the board to have a meeting to not talk so much about business, but to talk about what the members would like to see a the meeting, what direction they want to see taken

i. Chairman Orozco shared

h. Alix King – DWS Liaison

i. Ms. King stated that the State Plan has been uploaded to the federal portal. They still need to incorporate the information gathered from the two public forums they hosted. After the updated combined plan is approved, then they will ask the boards to align their local plan with the State Plan especially with regard to sector strategies focusing on economic development.

ii. They want to encourage everyone to be more robust in co-partnering, co-location, and co-referrals.

iii. Ms. King stated they have noticed people are coming into our workforce centers who do not qualify for trainings or do not want trainings. They would like to encourage the Board to create creative partnerships with community colleges and employers to create short-term trainings.

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iv. Ms. King liked the reports for the participation levels, finances, percentages, etc. Presented this way made it easier to grasp the information.

VIII. Other

a. Member Input

i. Mr. Duran shared that Marcos Martinez has been given additional duties to help another state department, which has removed him from this board. As soon as the Region IV, Chief Elected Officials approve the nomination, Mr. Martinez's supervisor will take his seat.

IX. Public Comment (3-Minute Limit)

a. No public comment

X. Next Meeting

a. Thursday, May 7, 2020 at 10:00 a.m.

XI. Adjournment

a. Meeting was adjourned at 2:04 p.m.

ATTESTED

_____ _____

Date

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AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 55 ratifies the Executive Committee's resolution to approve the amendment to the On-the-Job Training Policy, 17 – 03.4

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to add an addendum to the On-the-Job Training Policy.
- The purpose of this addendum is to temporarily waives the 30 hour per week minimum for on-the-job participant training. The waiver is as a result of COVID-19 and the public health emergency declaration. Due to COVID-19, some employers who are contracted under WIOA are forced to layoff employees or reduce their work hours. Subsequently, this addendum permits WIOA OJT participants to continue their training at a reduced number of training hours per week and supports the needs of their employer.
- The effective date is retroactive to the NM Governor's Public Health Emergency Declaration on March 11, 2020 and will expire until the New Mexico Department of Workforce Solutions rescinds their OJT work hours waiver, or if rescinded by the SAWDB at an earlier date.
- It's applicable to the WIOA Adult and Dislocated Worker Programs and waives the first sentence on Section Y.25 on page 3 of the OJT Policy stating: *"The reimbursement for training cost will be based on the employer's normal full week, at 30 hours per week."*

RECOMMENDATION

A motion to approve Resolution 19 – 55.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Addendum #1 to the On-the-Job Training Policy, 17 – 03.4
- On-the-Job Training Policy, 17 – 03.4

ADDENDUM #1
ON-THE-JOB TRAINING
POLICY 17-03.4

Issue Date: April 2, 2020

Effective Date: Retroactive to the NM Governor's Public Health Emergency Declaration on March 11, 2020

Sunset Date: This addendum remains in effect until the New Mexico Department of Workforce Solutions rescinds their OJT work hours waiver, or if rescinded by the SAWDB at an earlier date.

Applicability: WIOA Adult and Dislocated Worker Programs

Purpose: This addendum temporarily waives the 30 hour per week minimum for on-the-job participant training. The waiver is as a result of COVID-19 and the public health emergency declaration. Due to COVID-19, some employers who are contracted under WIOA are forced to layoff employees or reduce their work hours. Subsequently, this addendum permits WIOA OJT participants to continue their training at a reduced number of training hours per week and supports the needs of their employer.

Action: The first sentence on Section Y.25 on page 3 of the OJT Policy stating: "*The reimbursement for training cost will be based on the employer's normal full week, at 30 hours per week.",* is waived.

Inquires: Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

Attested: This policy was adopted by Board Resolution on the issue date as stated in the section above.

_____
Board Chair or Vice Chair

SOUTHWESTERN AREA
WORKFORCE DEVELOPMENT BOARD

ON-THE-JOB TRAINING
POLICY 17-03.4

DATE OF ISSUE

April 25, 2019

EFFECTIVE DATE

May 1, 2019

APPLICABILITY

This applies to Southwestern Area Workforce Development Board's (SAWDB) Adult, Dislocated Worker, and Youth service providers providing On-the-Job training. OJT is an allowable activity for youth but should be discouraged when it conflicts with educational goals and achievements.

PURPOSE

The objective of this rule is to establish requirements for the SAWDB in the delivery of on-the-job training services under the Workforce Innovation & Opportunity Act (WIOA). Priority of service for Adult funds must be given as defined in TEGL 3-15.

BACKGROUND

On-the-job training (OJT) provides WIOA participants the opportunity to receive training while employed and to be paid wages and benefits comparable to other similar positions. OJT also provides employers the opportunity to be reimbursed a percentage of the wages paid to WIOA participants who are engaged in productive work.

ACTION

OJT services shall be provided by an employer or a registered apprenticeship program sponsor in the public, private non-profit or private for-profit sector with payment for WIOA participant(s) engaged in productive work that: (a) an official employer orientation shall be provided and documented before the OJT contract period begins, including review of OJT contract, training plan, progress report/invoice forms, and contact information; (b) provides knowledge or skills essential to full and adequate performance of the job; (c) provides reimbursement to the employer of up to 75% of the participant's wage rate (excluding benefits) for the extraordinary costs of providing training; for employers with 50 or fewer employees and up to 50% for employers with fifty-one (51) or more employees as defined in CFR 680.730(d) is limited in duration as appropriate to the occupation and considering the individual's prior work experience and employment development plan; must also be no less than 160 hours; and (e) prepares the participant for long- term, unsubsidized employment; any individual referred to a center by an employer (commonly referred to as a "reverse referral") shall go through the system in the same manner as other job seekers and be determined to be eligible and in need of training in order to participate in OJT.

PARTICIPANT ELIGIBILITY

OJT Training as defined by the WIOA, who are unemployed or underemployed and additionally meet ALL of the following:

A. All eligibility requirements for WIOA and Training services
B. Enrollment into WIOA prior to beginning OJT contract
C. Determined to be in need of training to meet self-sufficient level of income
D. Determined to be a good candidate for the position described in the Individual Employment Plan

WIOA mandates that training services for OJT training be provided through the use of a contract.

A. Each OJT contract shall be designed for a particular participant and employer. Procurement of OJT contracts is conducted through non-competitive negotiations.

Documentation detailing how the price was derived must be developed and maintained in contract.

B. Contracts shall not be written for seasonal, intermittent, or other types of temporary employment and must not involve payment in the form of a commission, tip, or similar kinds of payments. Occupations which have not traditionally required specific occupational training as a prerequisite for performance, such as porters, janitors, stackers, laborers, etc. (Adult & Dislocated Worker Technical Assistance Guidance Pg17). Generally, contracts should be written for full-time employment; the standard for what constitutes "full-time" employment may vary depending on the occupation, industry or needs of the participant.

C. OJT contracts may be issued within the local area in any occupation in which an employer provides employment and training in a permanent, full-time position with reasonable expectation of retention in unsubsidized employment upon successful completion of training.

D. Service providers must have adequate internal controls, such as a participant roster with their estimated earnings or other system, to determine whether an OJT contract can be issued for less than their "Median Earnings" performance measure. This is to ensure that the overall negotiated performance measure for "Median Earnings" is being met.

E. The local workforce development board shall make efforts to assure that the occupations and positions are those which afford adults and dislocated workers the opportunity to become self-sufficient as defined in the local four-year plan.

The service provider shall ensure that OJT contracts are not written with employers who have had two or more previous OJT's and exhibited a pattern of failing to provide participants with continued, long-term (9 months or longer) employment as regular employees with wages and working conditions the same as other employees. The service provider must consider whether the OJT participant quit voluntarily, was fired for cause or if business conditions changed the employment opportunities with the employer. Employers may be sanctioned and determined ineligible for no less than 6 months but not longer than 18 months. Employers may appeal the service provider decisions following WIOA Program Complaint Resolution Procedures.

The service provider shall ensure that OJT contracts are not written with employers which has relocated within the last 120 days and dislocated workers at its previous location.

The service provider shall ensure that OJT contracts are not written with employers in which the participants will be employed to carry out the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. Adult and Dislocated Worker Services Technical Assistance Guidance page 17.

OJT contracts may also be written for eligible employed workers. An eligible employed worker is an individual who is job attached but in need of skills upgrade and not earning a self-sufficient wage as determined by the SAWDB. Contracts must relate to the introduction of new technologies, introduction to new production or service procedure, upgrading to new jobs that require additional skills, workplace literacy.

Training Orientation

An official participant orientation shall be provided and documented before the OJT contract begins. At a minimum, the orientation should include the following: 1) OJT training plan review; 2) participation requirements; 3) time sheet tracking and payroll verification requirements including OJT progress report and invoice form; 4) information regarding additional services and activities, including supportive services available through the workforce system, to ensure successful

participation. Specific Vocational Preparation (SVP) is available either through the O*Net or New Mexico Workforce Connection Online System (NMWCOS)

OJT participants allowed with an employer: No more than 50% of the number of the employer's full-time workforce at the location where training is to take place may be trained under OJT at any one time. An employer having a regular full-time workforce of one may train one individual under OJT.

OJT Training Contract

The SAWDB shall ensure that OJT contracts include, at a minimum, the following contract elements:

A. Job description (using O-Net [http://online.onetcenter.org] or other source) training online or curriculum, including provision for any required classroom/adult basic education/or vocational training as established by the needs assessment.

B. participant hourly wage rate and allowable training hours (work zones as noted on O- Net);

C. provision for wage increases based upon successful achievement of training goals as provided to other similar employees, if applicable;

D. provision for assurances not to reduce wage rates after completion of training contract;

E. agreement on the maximum amount of reimbursement and/or allowable costs of training;

F. provisions for participant time off, if necessary; to attend WIOA sponsored meetings, workshops, classes or other events;

G. duration of contract;

H. a provision for recoupment of overpayments;

I. a provision for termination due to lack of funds or lack of participant attendance or unsatisfactory progress;

J. a provision for termination due to failure of the employer to comply with initial or upgraded employment requirement (OJT for employed workers only);

K. a provision for allowing for SAWDB or their designee, state and federal staff monitoring and review of training records;

L. a provision for meeting record retention requirements;

M. identification and reporting of new employees versus employed workers (OJT for employed workers only);

N. employer requirement to maintain attendance and payroll records to support requests for reimbursement;

O. provision for the submittal of participant reimbursement/progress evaluations on a timely basis;

P. state and federal taxpayer identification numbers for payment of state gross receipt tax and unemployment compensation tax;

Q. worker's compensation coverage; (not required for exempt employers)

R. a provision for equal employment opportunity;

S. a provision for drug-free workplace;

T. a provision for debarment and suspension, where applicable;

U. a requirement that the service providers report program outcomes;

V. a requirement for job retention beyond the training period; and

W. 23) other provisions as required by local policies and procedures;

X. 24) signatures and dates must be in place on OJT contracts before the participant begins training;

Y. 25) The reimbursement for training cost will be based on the employer's normal full week, at 30 hours per week. Reimbursement claim can not be for time trainee is absent from training

including illness, holiday, plant down time or any other time no training occurs.

Note: New employees hired under OJT must at a minimum be paid the employer's usual entrance wage rate for the occupation in which they are to be training and employed, which must not be lower than the federal, state, or local minimum wage rate.

Service Providers will use the following forms that are located on nmemploy.com and uploaded to participants file in NMWCOS.

A. OJT Pre-Award Survey Checklist
B. OJT Employer Contract
C. OJT Training Plan
D. OJT Training Plan Modification
E. OJT Progress Report and Invoice Forms
F. OJT Contract Assurances

OJT Training Duration

The Maximum duration of an OJT contract is 1040 training hours. Determining length of training should include the following

A. Skill gap is the gap between the skills of a participant and the skills needed for the job.
B. The skill gap will determine the number of training hours for which an employer will be reimbursed
C. Training plan shall be consistent with the duration of the contract
D. Specific Vocational Preparation (SVP) is defined as the amount of time required to learn techniques for a specific job

Exception: Training can exceed 1040 hours based on the need for individuals with a documented disability to obtain the skills necessary for the job.

SVP	Number of Training hours
2	160
3	320
4	640
5	800
6	960
7	1040

In determining an employer's viability for a contract, the employer's past history with OJT and must be considered. The SAWDB may also consider the employer's finances, lay-offs, relocation, labor disputes, as well as the occupational and industry outlook.

SAWDB Administrative Entity or designee shall make provisions for the maintenance and retention of all on-the-job training records, including systems of issuance, funding obligations/expenditures, oversight, and completion in accordance with WIOA record retention requirements. Such records shall be retained for a period of three (3) program years from the date the individual participant exits unless an unresolved audit is pending. In that case, records must be retained until final resolution of the audit.

SAWDB Administrative Entity or designee shall establish and collect relevant performance criteria/program outcomes for each of their service providers.

SAWDB Administrative Entity or designee shall ensure that, career services are made available to individuals in One Stop Centers.

SAWDB Administrative Entity or their designee shall ensure that selected training providers are afforded appropriate training and technical assistance necessary to deliver the required WIOA services.

SAWDB Administrative Entity or their designee shall review each OJT contract on-site to determine that payroll and time and attendance records

substantiate amounts claimed for reimbursement and that training, wages, hours, benefits, and working conditions are provided in accordance with the contract.

INQUIRIES

Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

ATTESTED

This policy was reviewed and approved by the SAWDB on April 25, 2019

_____

SAWDB Chairman

_____

Date

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 56 ratifies the Executive Committee's resolution to approve the amendment to the Youth Activities Policy, 18-04.1

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to approve an addendum to the Youth Activities Policy.
- The purpose is to include stipends to be authorized as a result of the NM Governor's public health emergency declaration. After researching our policy, it does not include how stipends can be paid. This is a permanent addendum to the policy and will remain in effect post COVID – 19. Below is the directive for paying incentives for the period of the emergency declaration.
- The effective date is retroactive to the NM Governor's Public Health Emergency Declaration on March 11, 2020. It's applicable to the WIOA Adult, Dislocated Worker, and Youth Programs and allows the use of stipends. The stipends are computed at an hourly rate may be paid directly to participants in the following areas:
    1) Educational Development/Enhancement: Post-testing, academic remediation, academic and/or career counseling, tutorial assistance and related enhancement skills training.
    2) Occupational Life Skills Training: Financial planning, job search skills, resume and job application development, consumer education, personal health and hygiene instruction; or
    3) Occupation Related Training: GED/HSE preparation, computer literacy and related office/technical skills, test preparation, and other similar short-term training activities.
- Payment of Stipends Computed at an Hourly Rate – Such payments shall be made to a participant only for actual hours of attendance, not including holidays, and as reflected in the Time and Attendance form. Proof of hourly attendance must also be provided, such as hours worked on a computer program, etc. Payments will not exceed 80 hours within a two-week time period, and no overtime will be paid. Hourly Wage Rate will be the same as the Work Experience Wage Rate. All documentation will need to be scanned into NMWCOS.

RECOMMENDATION

A motion to approve Resolution 19 – 56.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Addendum #1 to Youth Activities Policy, 18 – 04.1
- Youth Activities Policy, 18 – 04.1

ADDENDUM #1
YOUTH ACTIVITIES - STIPENDS
POLICY 18-04.1

Issue Date: April 2, 2020

Effective Date: Retroactive to the NM Governor's Public Health Emergency Declaration on March 11, 2020

Applicability: WIOA Adult, Dislocated Worker, and Youth Programs

Purpose: A request has been made to the SAWDB to include stipends to be authorized as a result of the NM Governor's public health emergency declaration. After researching our policy, it does not include how stipends can be paid. This is a permanent addendum to the policy and will remain in effect post COVID – 19. Below is the directive for paying incentives for the period of the emergency declaration.

Action: Stipends Computed at an Hourly Rate – Stipends computed at an hourly rate may be paid directly to participants in the following areas:

a) Educational Development/Enhancement: Post-testing, academic remediation, academic and/or career counseling, tutorial assistance and related enhancement skills training.
b) Occupational Life Skills Training: Financial planning, job search skills, resume and job application development, consumer education, personal health and hygiene instruction; or
c) Occupation Related Training: GED/HSE preparation, computer literacy and related office/technical skills, test preparation, and other similar short-term training activities.

Payment of Stipends Computed at an Hourly Rate – Such payments shall be made to a participant only for actual hours of attendance, not including holidays, and as reflected in the Time and Attendance form. Proof of hourly attendance must also be provided, such as hours worked on a computer program, etc. Payments will not exceed 80 hours within a two-week time period, and no overtime will be paid. Hourly Wage Rate will be the same as the Work Experience Wage Rate. All documentation will need to be scanned into NMWCOS.

Inquires: Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

Attested: This policy was adopted by Board Resolution on the issue date as stated in the section above.

_____
Board Chair or Vice Chair

SOUTHWESTERN AREA
WORKFORCE DEVELOPMENT BOARD

YOUTH ACTIVITIES
POLICY 18-04.1

DATE OF ISSUE

April 25, 2019

EFFECTIVE DATE

May 1, 2019

APPLICABILITY

This applies to Southwestern Area Workforce Development Board (SAWDB) providers of Workforce Innovation and Opportunity Act (WIOA) youth training and employment services

PURPOSE

To support in-school youth (ISY) and out-of-school youth (OSY) by providing high-quality services beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training, such as pre-apprenticeships or internships for in-demand industries and occupations and culminating with employment, enrollment in post-secondary education, or a registered apprenticeship. TEGL 23-14

BACKGROUND

These funds are used to develop WIOA youth programs to improve the long-term prospects of young people, giving them basic educational, occupational and citizenship skills. Local communities collaborate and establish partnerships, bringing together local workforce training providers, schools, human services, housing organizations, and other entities to create community assistance strategies.

PROGRAM DESIGN

The primary focus of WIOA youth services are to support the educational and career success of out-of-school youth. A minimum of 75 percent of the Youth funds allocated to States and local areas, except for the local area expenditures for administration, *MUST* be used to provide services to OSY. It creates opportunities for youth that move beyond traditional employment and training services and infuses such principles as preparation for post-secondary education and employment opportunities, linkages between academic and occupational learning, connections to the local job market, and needed follow-up services for youth served under the Act. Work experience is a critical element to the WIOA program. A minimum of 20% of non-administrative local area funds will be used for work experience. [CFR § 681.590(a)] Paid and unpaid work experience may include: summer employment opportunities, other employment opportunities throughout the school year, pre-apprenticeship programs, internships, job shadowing, and on-the-job training.

ELIGIBILITY CRITERIA

Under WIOA as defined in 20CFR 681.210, an OSY is an individual who is:

A. Not attending any school;

B. Not younger than 16 or older than 24 at the time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and

C. One or more of the following apply:

   1) A school dropout:

   2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, based on local school definitions;

   3) A recipient of a secondary school diploma or it's recognized equivalent, who is a low-

income individual and is either basic skills deficient or an English language learner;

4) An offender, an individual who has been subject to any stage of the criminal justice process;

5) A homeless individual, a homeless child, or a runaway;

6) An individual who is in foster care or has aged out the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or an individual who is an out-of-home placement;

7) An individual who is pregnant or parenting;

8) An individual with a disability;

9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Under WIOA, as defined in 20 CFR 681.220, and ISY is an individual who is:

A. Attending school, including secondary and post-secondary school;

B. Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 21 once they are enrolled in the program;

C. A low-income individual; and

D. One or more of the following:

1) Basic skills deficient;

2) An English language learner;

3) An offender, an individual who has been subject to any stage of the criminal justice system;

4) A homeless individual, a homeless child, or a runaway;

5) An individual who is in foster care or has aged out the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or an individual who is an out-of-home placement;

6) An individual who is pregnant or parenting;

7) An individual with a disability;

8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Note: A youth may be considered OSY for the purposes of eligibility if they are attending Adult Education provided under Title II of WIOA, Youth Build, or Job Corps. Further definition of these terms can be found in TEGL 23-14

ASSESSMENTS

The WIOA youth program requires an objective assessment of academic levels, skill levels, and service needs of each participant, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Assessments must also consider a youth's strengths rather than just focusing on areas that need improvement.

NOTE: A new assessment of a participant is not required if a recent assessment has been made in the last six (6) months as part of another education or training program but updated as appropriate.

A. Basic Skills: An objective assessment will be conducted to include a review of basic skills. It is not required to use assessments approved for use in the Department of Education's National Reporting System (NRS), nor is it required to determine an individual's grade level equivalent or educational functioning level (EFL), although use of these tools is permitted.

Other formalized testing instruments designed to measure skills-related gains may be used. It does need to be valid, reliable, appropriate, fair, cost effective, easy to administer and interpret results.

If you are measuring EFL gains *AFTER* enrollment under the measurable skill gains indicator, you must use an NRS approved assessment for both the EFL pre- and post-test to determine an individual's educational functioning level

B. Career-Related Assessments: All youth can benefit from participation in career assessment activities, including assessment of prior work experience, employability, interests, and aptitudes. The Career assessment help youth understand how a variety of their personal attributes (e.g. interests, values, preferences, motivations, aptitudes, and skills) affect their potential success and satisfaction with different career options and work environments. Youth need access to reliable information about career opportunities, based on labor market information, that provide a living wage, including information about education, entry requirements, and income potential.

   Youth with disabilities also need information on benefits planning, work place supports and accommodations. This group may also benefit from less formalized career-related assessments such as discovery techniques. These assessments may be provided directly through WIOA youth program staff, and/or through referrals to national and community-based partners and resources.

C. Individual Employment Plan (IEP): An IEP will be developed to outline a service strategy to identify educational training, employment goals, appropriate achievement objectives, and appropriate services for the participant based on the results of the assessment. The IEP will be a joint effort between the youth and the youth program provider. When appropriate, the IEP should include specific literacy and numeracy goals, as well as steps for attainment of the desired goals. A new service strategy for a participant is not required if the provider determines a recent service strategy developed for the participant under an existing education or training program is still valid and all the required elements have been addressed

D. Serving 18-24-Year-Old Youth: To adequately serve 18 to 24-year-old youth, consideration can be given to enroll them to participate in WIOA Title I adult and youth programs concurrently. Such individuals must be eligible under the youth or adult eligibility criteria applicable to the services received. Local providers may determine the best mix of services under both programs.

   School status at time of enrollment may determine which program options are appropriate for this population because young adults who are in school are only eligible for the Title I youth program if they are 21 or younger at the time of enrollment.

   Some 18-24-year old's may be ready for adult services based on life experiences, prior work experiences, adult schedules, family responsibilities, and individual needs. Others need specific youth services covered in the 14 WIOA youth program elements, such as maturity, drug and alcohol abuse, homelessness, foster care status, family abuse/neglect, career readiness, literacy, and supportive service needs.

Determining School Status

For the Purpose of determining ISY and OSY eligibility, a child is "attending school" if, at the time the eligibility determination portion of program enrollment in WIOA is made, the young person:

A. Is enrolled in a school, including any of the following:

   1) Public school

   2) Charter school;

3) Private school; or

4) Disciplinary alternative education program (DAEP)

5) Is homeschooled;

6) Is attending high school equivalency programs funded by the K-12 system;

7) Is a high school graduate who has registered for postsecondary classes, even if not yet attending postsecondary classes;

8) Is attending postsecondary school classes; or

9) Is in between postsecondary school semesters and has registered for classes for a future semester or had paid all or part of the tuition for a future semester

B. The following programs are not considered "school" under WIOA:

1) Adult education provided under Title II of WIOA

2) Youth Build Programs

3) Job Corps programs

4) High school equivalency programs (not funded by the public K-12 system)

5) Dropout re-engagement programs

Note: Once the school status of a youth is determined, that school status remains the same until exit from the WIOA youth program.

The local provider must identify and track the funding streams which pay the costs of services provided to participants who are enrolled in both programs concurrently and ensure no duplication of services.

C. ISY Exceptions and Limitations

1) Additional Assistance Limitation – In each local area, not more than 5percent of the ISY assisted under this section may be eligible under "individual who requires additional assistance" to complete an education program or to secure or hold employment. (WIOA §129(3)(B)

2) Low-Income Exception – Not more than 5 percent of the ISY assisted can be individuals that are not low income WIOA §129(3)(A)(ii)

D. OSY Exceptions and Limitations

1) Low-Income Exception – Not more than 5 percent of OSY individuals in the following categories can be considered eligible and not meet the low-income criteria:
A recipient of secondary school diploma or its recognized equivalent who is low-income and is basic skills deficient;

2) An English language learner;

3) A low-income individual but requires additional assistance to enter or complete education program or to secure or hold employment may not be low-income individuals. WIOA §129(3)(A)(ii)

4) Co-enrollment Provision – Individuals ages 18 through 24 may be eligible for both adult and Youth programs if they meet the respective eligibly requirements for both programs.

5) Authorization to Work – Authorization to work in the United States can be verified through eligibility for UI benefits.

6) Nondiscrimination – WIOA Section 188(a)(5) contains a specific nondiscrimination provision that provides that participant under the WIOA is available to citizens and nationals of the United States; lawfully admitted permanent resident aliens, refugees, asylees or parolees; and other immigrants authorized by the Attorney General to work in the United States. Individuals with employment authorization qualify under this provision as "immigrants authored by the Attorney General to work in the United States." This includes "Deferred Action for Childhood Arrivals" (DACA).

Note: All eligibility and miscellaneous documents will need to be scanned using the New Mexico Workforce Connection Online System. Documents need to be named correctly using the most recent Document Tag List.

PROGRAM ELEMENTS REQUIRED UNDER WIOA SECTION 129(C)(2) AND CFR 681.410 AND TEGL 21-16:

A. Tutoring, study skills training, instruction, and evidence-based dropout prevention services and recovery strategies: This element will lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized post-secondary credential.

Achievement of a high school diploma are reported under this element. Such services focus on providing academic support, helping a youth identify areas of academic concern, assisting with overcoming learning obstacles, and providing tools and resources to develop learning strategies. These can be provided one on one, in a group setting, through resources and workshops.

Secondary school dropout prevention strategies intended to lead to a high school diploma are reported under this element. These strategies include services and activities that keep a young person in school and engaged in a formal learning and/or training setting. This can include tutoring, literacy development, active learning experiences, after-school opportunities, and individualized instruction.

For documentation purposes, those services aimed at getting a youth who has dropped out of secondary education back into a secondary school or an alternative secondary school/high school equivalency program and preparing them for high school equivalency attainment, should be counted under program element 2. (20 CFR § 681.460(a)(2)).

Furthermore, while the statutory and regulatory language for both program elements 1 and 4 include language discussing services leading to recognized post-secondary credentials, training services that lead to recognized post-secondary credentials should be reported under program element 4, occupational skills training to avoid duplicated reporting services.

B. Alternative secondary school services or drop-out recovery services: Alternative secondary school services, such as basic education skills training, individualized academic instruction, and English as a second language training, are those that assist youth who have struggled in traditional secondary education. Drop-out recovery services, such as credit recovery, counseling, and educational plan development, are those that assist youth who have dropped out of school. While the activities within both types of services may overlap, each are provided with the goal of helping youth to re-engage and persist in education that leads to the completion of a recognized high school equivalent.

C. Paid and unpaid work experience: Work experience is defined as a "planned, structured learning experience that takes place in a workplace for a limited period of time." The maximum hours for Work Experience is 720 hours. It may take place in the private for-profit sector, the non-profit sector, or the public sector. Funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike or is being locked out during a labor dispute involving a work stoppage.

WIOA and 20 CFR § 681.590(a) require that a minimum of 20 percent of local area funds for the Title I Youth program be spent on work experience. Local area administrative costs are not subject to the 20 percent minimum work experience expenditure requirement.

Leveraged resources cannot be used to fulfill any part of the 20 percent minimum.

Allowable expenditures that may be counted toward the work experience expenditure requirement can be more than just wages paid to youth in work experience. Allowable work experience expenditures include the following:

1) Wages/stipends paid for the participation in a work experience;
2) Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop work experience;
3) Staff time spent working with employers to ensure a successful work experience, including staff time spent managing the work experience;
4) Staff time spent evaluating the work experience;
5) Participant work experience orientation sessions;
6) Employer work experience orientation sessions;
7) Classroom training or the required academic education component directly related to the work experience;
8) Incentive payment directly tied to the completion of work experience; and
9) Employability skills/job readiness training to prepare youth for a work experience

Supportive services are a separate program element and cannot be counted toward the work experience expenditure requirement even if supportive services assist the youth in participating in the work experience.

Work experience must include academic and occupational education. This may occur inside or outside the work site and may occur concurrently or sequentially with work experience. The work experience employer can provide the academic and occupational component or can be a combination of classroom, through work or some other means.

Academic and occupational education refers to contextual learning that accompanies a work experience. For instance, if a youth is in a hospital setting, an example of occupational education would be to introduce them to the other positions within the hospital settings. The academic portion would explain why a blood test is needed for a patient, what is the name of a specific bone in the body, or the function of a particular ligament.

WIOA recognizes four categories of work experience.

1) Summer employment opportunities and other employment opportunities throughout the school year;
2) Pre-apprenticeship programs;
3) Internships and job shadowing; and
4) On-the-job training (OJT) as defined in WIOA Section 3(44) and in 20 CFR § 680.700.

D. Occupational Skills Training: This is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training must:

1) Be outcome-oriented and focused on an occupational goal specified in the individual service strategy;
2) Be of sufficient duration to impart the skills needed to meet the occupational goal; and
3) Lead to the attainment of a recognized post-secondary credential.

In addition, the chosen occupational skills training must meet the quality standards in WIOA Section 123.

To enhance individual participant choice in education and training plans, and provide flexibility to service providers, use WIOA Individual Training Accounts (ITSs) for OSY,

ages 16-24 using WIOA youth funds, is allowed when appropriate. To receive funds from an ITA, the training provider must be on the Eligible Training Provider list as outlined in § 680.400 and § 680.410.

ISY youth cannot use youth program funded ITAs. However, ISY between the ages of 18 and 21 may co-enroll in the WIOA Adult program if the young adult's individual needs, knowledge, skills, and interests align with the WIOA adult program and may receive training services through an ITA funded by the adult program.

E. Education offered concurrently with workforce preparation and training for a specific occupation: 20 CFR § 681-630 states this element reflects an integrated education and training model and describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway.

While programs developing basic academic skills (element 2), workforce preparation activities (element 3), and occupational skills training (element 4) can all occur separately and at different times (thus counted under separate program elements), this element refers to the concurrent delivery of these services which make up an integrated education and training model.

F. Leadership development opportunities: This element is designed to encourage responsibility, confidence, employability, self-determination, and other positive social behaviors such as:

1) Exposure to post-secondary educational possibilities;
2) Community service and learning projects;
3) Peer-centered activities, including peer mentoring and tutoring;
4) Organizational and team work training, including team leadership training;
5) Training in decision-making, including determining priorities;
6) Citizenship training, including life skills training such as parenting and work behavior training;
7) Civic engagement activities to promote the quality of life in a community; and
8) Other leadership activities that place youth in a leadership role such as serving on youth leadership committees.

G. Supportive Services: Supportive services for youth are defined in 20 CFR § 68.570 in WIOA Sec. 3(59). These services enable an individual to participate in WIOA activities and they include, but are not limited to:

1) Linkages to community services;
2) Assistance with transportation;
3) Assistance with child care and dependent care;
4) Assistance with housing;
5) Needs-related payments;
6) Assistance with educational testing;
7) Reasonable accommodations for youth with disabilities;
8) Legal aid services;
9) Referrals to health care;
10) Assistance with uniforms or other appropriate work attire and work-related tools, including eyeglasses and protective eye wear;
11) Assistance with books, fees, school supplies, and other necessary items for students enrolled in post-secondary education classes; and
12) Payment and fees for employment and training-related applications, tests and certifications.

H. Adult mentoring: May take place both during the program and following exit from the program and must last at least 12 months. It must be a formal relationship between a youth participant and an adult mentor that includes

structured activities, guidance, support, and encouragement to develop the competence and character of the youth. At a minimum, group mentoring activities and electronic means are allowable. However, the program must match the youth with an individual mentor to interact on a face-to-face basis. Mentoring can also include workplace mentoring.

In cases where finding a mentor presents a burden to the program, case managers can serve in this capacity.

I. Follow-up services: Provides a critical step in following a youth's exit from the program to ensure the youth is successful in employment and/or post-secondary education and training. The follow-up may include regular contact with a youth participants employer, including assistance in addressing work-related problems that arise.

Follow-up services begin immediately following the last expected date of service in the Youth program when no future services are scheduled. Follow-up services do not cause the exit date to change and do not trigger re-enrollment in the program.

The exit date is determined when the participant has not received services in the Youth program of any other DOL funded program in which the participant is co-enrolled for 90 days and no additional services are scheduled. At that point, the date of exit is applied retroactively to the last day of service. Once 90 days of no services, other than follow-up, self-service, and information-only services and activities, has elapsed and an official exit date has been established, the program continues to provide follow-up services for the remaining 275 days of the 12-month follow-up requirement, completion taking place 12 months one year from the exit date.

Follow-up services may include:

1) Supportive Services;
2) Adult mentoring;
3) Financial literacy education;
4) Providing labor market and employment information about in-demand sectors, career awareness, career counseling, and career exploration services; and
5) Activities that prepare youth for and transition to post-secondary education and training.

These elements must be coded as follow-up services to clearly differentiate follow-up services from those services provided prior to exit. They should be documented in the case file that they were provided as follow-up services *POST* exit.

All youth participants must be offered an opportunity to receive follow-up services that align with their individual service strategies. If the youth cannot be located for follow-up or if they opt out of the service, the 12-month follow-up requirement does not apply. There must be more than one documented contact attempted or made for securing documentation to report a performance outcome. If the youth opts out of the follow-up it must be documented in the case file.

J. Comprehensive Guidance and counseling: Guidance and counseling will be individualized to the participant. It includes drug and alcohol abuse counseling, mental health counseling, and referral to partner programs, as appropriate. If a referral is made, coordination with the organization is necessary to ensure continuity of service. If the local program offers these services, counseling services can be provided directly to the participant rather than to refer to another organization.

K. Financial literacy education: This may include the following activities:

1) Support the ability of participants to create budgets, initiate checking and savings accounts at banks, and make informed financial decisions;

2) Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;

3) Teach participants about the significance of credit reports and scores, what their rights are regarding their credit and financial information, how to determine the accuracy of a credit report, how to correct inaccuracies, and how to maintain good credit;

4) Support a participant's ability to understand, evaluate and compare financial products, services, and opportunities, and to make informed financial decisions;

5) Educate participants about identity theft, ways to protect themselves, and how to resolve cases of identity theft and understand their rights and protections related to personal identity and financial data;

6) Support activities that address the financial literacy of youth with disabilities, including connecting them to benefits planning and work incentive counseling;

7) Support activities that address the financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and education materials; and

8) Provide customized financial education that is high quality, age appropriate, timely, relevant, provides opportunities to put lessons into practice, and to help youth gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability.

L. Entrepreneurial skills training. To develop the skills associated with starting and operating a small business. Such skills may include the ability to:

1) Take initiative;

2) Creatively seek out and identify business opportunities;

3) Develop budgets and forecast resource needs;

4) Understand various options for acquiring capital and the trade-offs associated with each option; and

5) Communicate effectively and market oneself and one's ideas.

Approaches to teach this skill may include:

a) Education to introduce the values and basics of starting and running a business, development of a business plan, and simulations of business start-up and operation;

b) Provide support and services to incubate their own business, access to small loans or grants, and individualized attention to the development of viable business ideas; and

c) Experiential programs to provide youth with experience in the day-to-day operations of a business. It can include development of a youth-run business that youth participating in the program work in and manage. Placement in apprentice or internship positions with adult entrepreneurs in the community.

M. Services that provide labor market information: To impart to youth the body of knowledge that describes the relationship between labor supply and demand and how it relates to the job market in the local community. This may include career awareness, career counseling, career exploration services, and identifying an in-demand occupation that is of interest to the youth. Career counseling may include resume preparation, interview skills, opportunities for job shadowing, and the long-term benefits of post-secondary education and training. One

tool to use is labor market information (LMI). In addition to identifying in-demand occupations, it details job market expectations including education, skill requirements, longevity, and potential earnings.

N. Post-secondary preparation and transition activities: These activities prepare both ISY and OSY for advancement to post-secondary education and training after attainment of a high school diploma or recognized equivalent. This could include technical training schools, community colleges, four-year colleges and universities, and registered apprenticeship. Other activities may include, assisting youth to prepare for SAT/ACT testing, college admission applications, searching for and applying for scholarships and grants, filling out the proper Financial Aid applications and adhering to changing guidelines, and connecting youth to post-secondary education programs.

NOTE: Documenting receipt of program elements is critical to ensure youth who are actively participating in programs are not unintentionally exited due to 90 days of no service. All 14 WIOA youth elements are contained in the PIRL and services received must be reported in the applicable program element. Case management is not considered a program element.

Performance Measures: Measuring the success and overall effectiveness f youth programs is a critical but challenging responsibility. Local boards will consider the overall goals of the program and demonstrate that funded activities lead to outcomes which contribute to these goals. Under waiver authority, New Mexico replace the statutory performance measures with common measures. Local boards and service providers will monitor common measures, output, and additional outcomes to evaluate program effectiveness.

A. Common measures for youth consist of three measures:

   1) Placement in employment or education
   2) Attainment of a degree or certificate
   3) Literacy/Numeracy measurement

B. Output measures are evidence that a service has been provided. Participation by itself is an output. For example, "sixty percent of youth will be engaged in community service projects" indicates an activity took place. It is an indication that the program provided service. Output alone does not demonstrate the success of a program.

C. Outcome is a measure of the change that occurs in a participant because of program activities. Attaining a skill is an example of such a change. Programs should specify a benchmark of the number or percentage of participants who achieve a particular outcome.

Performance Accountability: Under section 116(b)(2)(A)(ii) of WIOA, there are six primary indicators of performance for youth:

A. *Employment/Education/Training Rate-2nd Quarter After Exit:* The percentage of participants who are in education or training activities, or in unsubsidized employment during the second quarter after exit from the program.

B. *Employment/Education/Training Rate-4th Quarter After Exit:* The percentage of participants who are in education or training activities, or in unsubsidized employment during the fourth quarter after exit from the program.

C. *Median Earnings-2nd Quarter After Exit:* The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.

D. *Credential Attainment:* The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary

school diploma or its recognized equivalent, is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent, only if the participant also is employed or is enrolled in an education or training program leading to a recognized post-secondary credential within one year after exit from the program.

E. *Measurable Skill Gains:* The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:

1) Documented achievement of at least one educational function level of a participant who is receiving instruction below post-secondary education level;
2) Documented attainment of a secondary school diploma or its recognized equivalent; secondary or post-secondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;
3) Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is conducting training; or
4) Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge-based exams.

F. *Effectiveness in Serving Employers:* This is a workforce system measure and is not specific to the WIOA youth program alone. DOL is piloting three approaches designed to gauge three critical workforce needs of the business community.

1) Approach 1: Retention with the same employer-addresses the programs' efforts to provide employers with skilled workers.
2) Approach 2: Repeat business customers-addresses the programs' efforts to provide quality engagement and services to employers and sectors and establish productive relationships with employers and sectors over extended periods of time.
3) Approach 3: Employer penetration rate-addresses the programs' efforts to provide quality engagement and services to all employers and sectors within a State and local economy.

Additional information on performance indicators and reporting can be found in TEGL No. 10-16 at: https://wdr,doleta.gov/directives

SELECTION OF SERVICE PROVIDERS:

Youth service providers will be competitively procured in accordance with local, state and federal procurement practices. Acceptable local procurement practice cannot be less restrictive than Federal or State requirements in the awarding of grants or contracts. In no instance will a local procurement process violate New Mexico procurement policies.

INQUIRIES

Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

ATTESTED

This policy was reviewed and approved by the SAWDB on April 25, 2019

_____

SAWDB Chairman

_____

Date

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 57 ratifies the Executive Committee's resolution to approve a temporary process for future policy and sub-recipients contract modifications necessary for the continuation of services while under the State of New Mexico's Emergency Declaration

SUMMARY OF AGENDA ITEM

- This item is presented for your review and consideration to ratify the Executive Committee's resolution to approve temporary process for future policy and sub-recipients contract modifications necessary for the continuation of services while under the State of New Mexico's Emergency Declaration.
- The New Mexico Attorney General's Office has issued guidance to governing bodies that meetings be postponed or cancelled. It recommends government bodies meet virtually if there are time sensitive items.
- In these unprecedented times, the participants we serve are being affected and need to navigate quickly through their situations and service providers are also limited to their scope of work and may need to include alternative service delivery methods.
- How would the executive committee prefer to address these situations given the attorney general's guidance and the participant's needs? There are a couple of options to consider: 1) The executive committee has special meetings when situations arise, or 2) it authorizes the Chair to make changes recommended by the administrative entity or fiscal agent. There may also be other options that the executive committee members may have at the meeting.

RECOMMENDATION

A motion to approve Resolution 19 – 57.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- NM Attorney General's Guidance

STATE OF NEW MEXICO
OFFICE OF THE ATTORNEY GENERAL

HECTOR H. BALDERAS
ATTORNEY GENERAL

Open Government Division Advisory
During COVID-19 State of Public Health Emergency

On March 11, 2020, Governor Michelle Lujan Grisham declared a state of emergency in New Mexico, issued under Executive Order 2020-004. The Attorney General, through the Open Government Division is statutorily tasked with enforcing the Open Meetings Act, NMSA 1978, NMSA 1978, §§ 10-15-1 to -4 (1974, as amended) and the Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 to -14 (1947, as amended). As such, Attorney General Balderas issues the following guidance to public entities across the State of New Mexico regarding their ongoing obligations to comply with the Open Meetings Act (OMA) and the Inspection of Public Records Act (IPRA) during the state of emergency in New Mexico.

The Office of the Attorney General's Open Government Division (OGD) advises all public entities subject to the OMA to first and foremost follow the guidance of the Department of Health and other health officials to ensure the health and safety of both members of the entity and the public. Accordingly, the most prudent thing to do to ensure compliance with OMA would be to postpone/cancel a public meeting. If, however, a board or commission has a time-sensitive matter to attend to, it may proceed with a virtual meeting, provided its notice of meeting contains detailed information (password, phone number, etc.) about how members of the public may attend and listen via telephone, live streaming or other similar technologies. More specifically, if a public body decides to proceed with a virtual meeting, it should:

- At the start of the meeting, the chair should announce the names of those members of the public body participating remotely.
- All members of the public body participating remotely must identify themselves whenever they speak and must be clearly audible to the other members of the public body and to the public.
- Members of the public should be afforded remote access, via live stream or other similar technology, if possible, or call-in number for listening by phone.
- Chair should suspend discussion if the audio or video is interrupted.
- All votes of the public body must be by roll call vote.

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- The public body should produce and maintain a recording of the open session of the meeting.

Additionally, we are assuming the public body's staff also would be working remotely; otherwise, the staff at least theoretically would have the ability to set up a physical location for the public to listen in. In sum, we believe OMA would require that public bodies cancel or reschedule their meetings whenever possible and opt for a virtual format only as a matter of last resort during the pendency of the public health emergency.

To maintain compliance with the Inspection of Public Records Act, OGD recommends that agencies in the first instance continue to satisfy IPRA's deadlines and fulfill IPRA requests electronically, if possible.

Pursuant to public health guidelines and the closure of many public entities' physical locations during the state of emergency, public entities should suspend all in-person inspection of public records during the pendency of the state of emergency. Acknowledging that there may be limited circumstances where records are not available electronically, an agency may designate a request as excessively burdensome or broad, which would allow an agency obtain more time to respond and/or compile documents. We also acknowledge there may be circumstances in which an agency may not be able to provide certain records because employees normally in possession of those records are working from home and do not have the requested records readily available.

In short, IPRA all deadlines should still be satisfied. Where the state of the public health emergency hampers an agency's ability to respond, we urge the agency nonetheless to communicate promptly with the requester to make alternative arrangements to allow for the inspection of records, in keeping with the general spirit of the law.

In addition, with respect to professional licenses issued under the Uniform Licensing Act, NMSA 1978, NMSA 1978, §§ 61-1-1 to -34 (1957, as amended), after consultation with OGD, we understand that the Boards & Commissions Division of the New Mexico Regulation and Licensing Department will be reaching out to the chairpersons of the various professional licensing boards administratively attached to RLD to get approval for the following:

(1) Boards and Commissions staff will process renewals without the proof of continuing CE credit needed for renewal during the pendency of the public health emergency instituted by Executive Order 2020-004.

(2) Licensees submitting renewals without the sufficient CE credits will be required to give notice to the board or commission through the notice procedures established by the Boards and Commissions Division dated March 16, 2020 (also attached hereto).

(3) If all other license renewal requirements are met, licenses will be renewed without proof of CE credits.

(4) When the public health emergency is lifted, Boards and Commissions staff will send out a notice to licensees stating that the licensee has 3 to 6 months, depending upon the Board or Commission, to submit their proof of CE or be subject to discipline by the Board.

Without purporting to provide legal advice to outside entities, the OAG and OGD remain available to answer general questions regarding compliance with OMA and other laws of general application, as appropriate.

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AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 58 ratifies the Executive Committee's resolution to approve a Memorandum of Understanding between the Tierra del Sol Housing Corps and the Southwestern Area Workforce Development Board, as collaborative partners within the public workforce system

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution approve a memorandum of understanding (MOU) that outlines the collaborative relationship between the Board and Tierra del Sol as partners within the public workforce system.
- Tierra del Sol is a nonprofit organization involved in the delivery of National Farmworker Jobs Program, as well as providing housing to individuals.
- The MOU does not exchange monies or other resources. It describes the functions of the two parties, their historical relationship, and the roles and responsibilities of the parties.
- The term of the MOU is perpetual and can be terminated with 30-day notice to rescind.
- The Board authorizes the Chair and Vice Chair to sign the amendment.

RECOMMENDATION

A motion to approve Resolution 19 – 58.

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- MOU

MEMORANDUM OF UNDERSTANDING
to collaborate on
National Farmworker Jobs Program (NFJP) Housing Program

Whereas, Tierra del Sol Housing Corporation and Southwestern Area Workforce Development Board, have come together to collaborate with the public workforce system; and

Whereas, the partners listed below have agreed to enter into a collaborative agreement in which Tierra del Sol Housing Corporation will be the lead agency and the partnering agencies will collaborate; and

Whereas, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

1) Partnering Agencies:

    a. The Southwestern Area Workforce Development Board is the governing and funding body for the delivery of services through the Workforce Innovation and Opportunity Act (WIOA) program to the Southwestern region which is comprised of seven counties that include Catron, Socorro, Sierra, Grant, Hidalgo, Luna, and Dona Ana. The WIOA program partners with other government and non-governmental programs deliver an array of services that are geared toward satisfying the workforce needs of businesses, job seekers and youth.

    b. Tierra del Sol Housing Corporation is a nonprofit organization involved in the delivery of services provided through the National Farmworker Jobs Program (NFJP) Career Services and Training Grants and Housing Program by developing permanent housing opportunities and providing temporary housing assistance for farmworkers.

2) History of Relationship

    a. Tierra del Sol has worked in partnership with Southwestern Area Workforce Development Board by providing referrals of tenants and homeowners for employment services, including job placement, employment training and unemployment assistance.

    b. Southwestern Area Workforce Development Board has collaborated with Tierra del Sol by providing employment opportunities, job search workshops, and job placement assistance to participants of Tierra del Sol's programs.

3) Roles and Responsibilities

Now therefore, it is hereby agreed by and between the partners, as follows:

A. Tierra del Sol will participate/facilitate in partner meetings by providing program information on its housing programs including homeownership programs, affordable rental housing opportunities, owner-occupied home repair programs, foreclosure prevention services, housing counseling services, permanent housing development activities that are underway to provide new housing opportunities for farmworkers and low income families, and information on temporary housing assistance services available for farmworkers.

B. The Southwestern Area Workforce Development Board through the New Mexico Workforce Connection partner meetings will collaborate as a workforce partner with Tierra del Sol on training or job opportunities that might assist participants of Tierra del Sol's programs and lead to job training or job placement services, and may refer farmworkers needing permanent housing or temporary housing assistance to Tierra del Sol.

4. Timeline

Responsibilities under this Memorandum of Understanding will be ongoing until either party mutually agrees to terminate the agreement by notifying, in writing, either party. As a courtesy, either party\t will provide the other party with a minimum of 30-day notice to rescind.

5. Commitment to Partnership

a. The collaboration services area includes Dona Ana and Luna Counties.

b. The partners agree to collaborate and provide Employment Opportunities to participants pursuant to National Farmworker Jobs Program (NFJP) Career Services and Training Grants and Housing Program and the Workforce Innovation and Opportunity Act.

We, the undersigned, have read and agree with this MOU.

By: _____
Southwestern Area Workforce Development Board

Date: _____

By: _____
Tierra del Sol Housing Corporation

Date: _____

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 59 ratifies the Executive Committee's resolution to approve a Memorandum of Understanding between the Motivation, Education & Training, Inc. and the Southwestern Area Workforce Development Board, as collaborative partners within the public workforce system

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to approve a memorandum of understanding (MOU) that outlines the collaborative relationship between the Board and Motivation, Education& Training (MET), as partners within the public workforce system.
- MET is a private non-profit corporation that began serving rural areas of southeast Texas in 1967. The agency is community oriented and supports an agenda of action that leads to self-sufficiency, personal responsibility, and commitment to furthering individual social and economic progress through education, training and other appropriate activities. MET operates statewide in Texas, Louisiana, Minnesota, North Dakota, and Wyoming, providing a range of human services that primarily focus on career development and educational achievement.
- The MOU does not exchange monies or other resources. It describes the functions of the two parties, their historical relationship, and the roles and responsibilities of the parties.
- The term of the MOU is perpetual and can be terminated with 30-day notice to rescind.
- The Board authorizes the Chair and Vice Chair to sign the amendment.

RECOMMENDATION

A motion to approve Resolution 19 – 59.

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- MOU

MEMORANDUM OF UNDERSTANDING
Between
Southwestern Area Workforce Development Board
and
Motivation, Education & Training

Whereas, Motivation, Education & Training, hereinafter referred as, MET, and Southwestern Area Workforce Development Board, have come together to collaborate with the public workforce system; and

Whereas, the partners listed below have agreed to enter into a collaborative agreement in which MET will be the lead agency and the partnering agencies will collaborate; and

Whereas, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

1) Partnering Agencies:

   a. The Southwestern Area Workforce Development Board is the governing and funding body for the delivery of services through the Workforce Innovation and Opportunity Act (WIOA) program to the Southwestern region which is comprised of seven counties that include Catron, Socorro, Sierra, Grant, Hidalgo, Luna, and Dona Ana. The WIOA program partners with other government and non-governmental programs deliver an array of services that are geared toward satisfying the workforce needs of businesses, job seekers and youth.

   b. MET is a private non-profit corporation that began serving rural areas of southeast Texas in 1967. The agency is community oriented and supports an agenda of action that leads to self-sufficiency, personal responsibility, and commitment to furthering individual social and economic progress through education, training and other appropriate activities. MET operates statewide in Texas, Louisiana, Minnesota, North Dakota, and Wyoming, providing a range of human services that primarily focus on career development and educational achievement.

2) History of Relationship

   a. MET has worked in partnership with Southwestern Area Workforce Development Board through the New Mexico Workforce Connection by providing referrals for employment services, including job placement, employment training and unemployment assistance.

   b. Southwestern Area Workforce Development Board has collaborated with MET through the New Mexico Workforce Connection by providing employment opportunities, job search workshops, and job placement assistance to

participants of MET programs.

3) Roles and Responsibilities

Now therefore, it is hereby agreed by and between the partners, as follows:

A. MET will participate/facilitate in partner meetings by providing program information on its employment training, family services and activities through a network of service centers.

B. The Southwestern Area Workforce Development Board through the New Mexico Workforce Connection partner meetings will collaborate as a workforce partner with MET on training or job opportunities that might assist participants of MET's programs and lead to job training or job placement services, and may refer farmworkers to MET for services.

4. Timeline

Responsibilities under this Memorandum of Understanding will be ongoing until either party mutually agrees to terminate the agreement by notifying, in writing, either party. As a courtesy, either party\t will provide the other party with a minimum of 30-day notice to rescind.

5. Commitment to Partnership

a. The collaboration services area includes Dona Ana and Luna Counties.

b. The partners agree to collaborate and provide Employment Opportunities to participants pursuant to National Farmworker Jobs Program (NFJP) Career Services and Training Grants and the Workforce Innovation and Opportunity Act.

We, the undersigned, have read and agree with this MOU.

By: _____
Southwestern Area Workforce Development Board

Date: _____

By: _____
Motivation, Education & Training

Date: _____

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item

*Resolution 19 – 60 ratifies the Executive Committee's resolution to approve the amendment to the Supportive Services Policy

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to approve the amendment to the Supportive Service Policy.
- This policy amendment is to allow for more supportive services to be available to individuals in need.
- Changes to General Provisions B. a
    1. Participating in career or training services, "to include training in any WIOA program (Tile I, II, II and IV), and other trainings that are not within the WIOA programs
- Changes to allowable WIOA paid Supportive Services #8 Laptop and Software purchases assistance:
    1. Participants that need laptops, internet service and other supportive services must provide written documentation for the training site indicating the need for these services. The laptop may be retained by the participant after the completion of training.
    2. Internet services shall not exceed $100.00 per month. These supportive services for internet are limited to the time that the individual is in a training activity.
- The changes made to this policy are indicated in blue and red.

RECOMMENDATION

A motion to approve Resolution 19 – 60.

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Policy 17 – 09.5 Supportive Services

SOUTHWESTERN AREA
WORKFORCE DEVELOPMENT BOARD

SUPPORTIVE SERVICES
POLICY 17-09.~~4~~ 5

DATE OF ISSUE

~~September 12, 2019~~ May 13, 2020

EFFECTIVE DATE

~~September 16, 2019~~May 14, 2020

APPLICABILITY

This applies to Southwestern Area Workforce Development Board (SAWDB), providers of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, out-of-school youth employment, and training services.

PURPOSE

To provide SAWDB contractors of WIOA, Adult, Dislocated Worker and Youth supportive services with a supportive services policy.

BACKGROUND

To provide the Southwestern Area Workforce Development Board (SAWDB) WIOA contractors with a guideline for determining supportive services, the restrictions hereto, and eligibility criteria and procedures for payment of supportive services to participants enrolled into WIOA programs.
To provide guidance regarding the roles of the training institution(s), local Board and/or service providers with respect to tracking certification of participant time, attendance, and other related issues as applicable to payment to supportive services.

ACTION

Southwestern Area Workforce Development Board Service Providers shall adopt this Supportive Services Policy and forms as referenced herein.

GENERAL PROVISIONS

A. All WIOA program applicants and participants shall be informed by their case manager of paid and unpaid supportive services available through the local One-Stop system including the One-Stop partners, Service Providers, and any applicable community resources.
B. Supportive services may only be provided to individuals who are: (a) participating in career or training services, to include training in any WIOA program (Title I, II, III, and IV), and other trainings that are not within the WIOA programs (b) unable to obtain supportive services through other programs providing such services. Additionally, supportive services may only be provided when they are necessary to enable individuals to participate in Title I activities.
C. To ensure successful participation in the appropriate employment or training activities, program staff shall determine the supportive service needs of each individual to be enrolled. Such determination shall be based on the comprehensive assessment along with the documented justification and approval of supportive services as outlined in the participant's Individual Employment Plan (IEP)
D. As a requirement for applying for supportive services, service providers must first explore to see if the needed services are available through other agencies in the local area. Participants shall secure documentation of at least one denial letter from other agencies or a case note in the participant's

NMWCOS file showing due diligence. To prevent the duplication of costs and efforts, participants first must exhaust related available services before WIOA services will be authorized.

E. Service providers will review the participant's need for, and the receipt of supportive services, and will document actions in the participant online files (case note, etc.). Changes in supportive service needs are to be reflected in the assessment Objective Assessment Summary (OAS), and case noted appropriately. Sound case management and timely participant follow ups are essential to ensuring completion of activities, and in meeting IEP goals and objectives.

F. Authorization of supportive service payments shall be made using the appropriate local board supportive service forms to request approval of supportive service payments for groups of participants. A modification to the supportive services form is required when there are changes in payment amounts or duration.

G. All required documents must be uploaded in New Mexico Workforce Connection Online System (NMWCOS) and appropriate service activity created in NMWCOS; vouchers shall be created at that time. Youth payment of supportive service will be made directly by the youth provider in agreement with the youth contract scope of work. Payments issued shall have copies of the checks uploaded to participant files. For payments issued directly to participants, proof of receipt of payment, such as copy of the check signed and dated by participant and uploaded to the electronic record.

H. Service Providers are responsible for tracking participant attendance, time keeping, and related duties. For On-the-Job Training (OJT) employers, the reimbursement negotiated in each contract includes time keeping, reporting, and other related duties as specified in the OJT contract.

I. Provision of paid WIOA supportive services shall be limited to twelve months after the date of WIOA exit.

J. Supportive services request and payment forms or their subsequent replacements are located on Employnm.com. SAWDB forms shall not be modified without prior written authorization from SAWDB staff.

ALLOWABLE WIOA PAID SUPPORTIVE SERVICES

Transportation and Temporary Shelter Allowable Supportive Services include the following:

Transportation Mileage/Commuting assistance Determination

To compute distance for transportation assistance, participants may determine actual point-to-point mileage between locations traveled to (i.e. city-to-city, etc.), or the local board may establish a standard methodology. The Southwestern Area Workforce Development Board will allow career and training participants living 25 (rounded to nearest mile) or more miles from the training site to receive $0.25 per mile for travel for attendance. This need must be verified and documented by the case manager in the participant's counseling record and must be maintained in the participant's online file.

A. Bus Passes

Bus passes will be provided based on scheduled days and will be supported by a class schedule, work schedule or attendance log. Passes may be obligated for the duration of the training, not to exceed a semester. Passes may be distributed no more than 30 days at a time. Daily bus passes may be issued for job search; a job search log will be needed to support the voucher.

B. Vehicle Repair

Vehicle repair costs may be provided but must be directly linked to an allowable activity. Required documentation includes: 1) copy of title or registration showing the client or their spouse, parent/guardian legally owns the vehicle; 2) proof of car insurance.~~—~~ No cosmetic repairs will be paid using WIOA funds.

The participant cannot receive mileage reimbursement and vehicle repairs during the same week. If vehicle repairs are paid, no transportation will be paid concurrently.

Other Supportive Services

1. Background check/finger printing

This service must be work or education related in order for the participant to obtain employment or for admission in post-secondary education. Documentation must include a statement from the employer or educational institution indicating the requirement.

2. Clothing and footwear assistance

The clothing items must be directly related to their occupation goal. Clothing that can be purchased includes uniforms and footwear required as a condition of training or employment. No undergarments, makeup, hair accessories, or personal hygiene items are allowed. Clothing is limited to $300.00 per program year. The participant must submit proof from the employer or training site the items are required.

3. Tools or equipment

The participant must submit proof that the employer or training provider requires the participant to have specific tools or equipment to perform job duties or complete training. The participant must submit documentation from the employer or training institute that the items are required.

4. Rent assistance

The participant must indicate a need and sign an applicant statement requesting the assistance. Rent assistance is limited to one time per household per program year. Deposits are not allowable since the amount may be reimbursed to a participant at a later date. Payment of late fees or interest charges are not allowable. Required documentation for payment includes a copy of a signed lease with the participant's signature; monthly amount due; and a notice of late payment from the landlord.

If the lease is not in the participant's name, an applicant statement must be made explaining the relationship between the participant and person named in the lease.

5. Gas or electric utilities assistance

The participant must indicate a need and sign an applicant statement requesting the assistance. Gas or electric utilities assistance is limited to one time per household per program year. Deposits or startup costs are not acceptable. Required documentation include shut off notice and a service note documenting that the participant attempted to receive this assistance elsewhere but was determined ineligible.

6. Car insurance assistance

Documentation of linkage to authorized activity must be in case note; the participant must complete an applicant statement and indicate a need. Car insurance assistance is limited to one time and only for one-month premium. No pre-payment of premiums is allowable. Required documentation include copy of title or registration showing that participant or their parent/guardian legally owns the vehicle and invoice from insurance provider.

7. Vehicle registration renewal

Documentation of linkage to authorized activity must be in case note; the participant must complete an applicant statement and indicate a need. Vehicle registration is limited to one time per household. Required documentation includes a copy of renewal letter and proof of insurance showing that the participant or their parent/guardian legally owns the vehicle.

8. Laptop and software purchase assistance

Participants that need laptops, internet service, and other supportive services must provide written documentation from the training site indicating the need for these services~~Documentation is required from the training site that participant must provide their own personal laptop at the training facility for in person classes.~~. The laptop may be retained by the participant after the completion of training. Laptop assistance may not exceed $1,000.00 and will only be provided one time per participant. Internet services shall not exceed $100.00 per month. These supportive services for internet are limited to the time that the individual is in a training activity. ~~Online programs of study are currently excluded from this service.~~

The need for the above services must be necessary and the cost reasonable to the purpose of the program defined by the Service Provider unless otherwise stated.

Other Supportive Services: Supportive services not listed in other sections of this policy may be paid to allow an individual participating~~-~~ in a WIOA or non-WIOA training to obtain or retain employment~~-~~. Such items include, but are not limited to:

- Medical exams or tests
- State licensing fees
- Application or exam fees
- Government Issued Driver's License
- Government Issued Identification Card
- ~~•~~ Government Issued Birth Certificate
- ~~•~~

Temporary Housing/Emergency Shelter

Participants that need temporary housing/shelter - The service provider must document that the service is necessary and that the cost is reasonable. Participants must provide appropriate documentation to verify no other sources of temporary housing/emergency shelter are available.

A. Training Related Short-term Housing Assistance

Short-term housing assistance may be provided to individuals that are attending training more than 60 miles from their permanent residence. The amount paid to the participant shall not exceed the participant's balance of unmet need as reflected on the ITA cost sharing document.

B. Emergency Shelter

Assistance may be provided to participants who are in need to enable them to attend career or training activities. The amount paid must be reasonable and for no more than seven consecutive (7) days.

CHILD CARE

Childcare assistance may be provided to eligible participants who require such assistance in order to participate in a WIOA activity and whose need has been identified in their IEP. To qualify, participants must have legal responsibility or custody of the children thirteen (13) years of age or younger and must furnish documentation that they do not have any other source available to care for the child(ren), which include immediate family members. Children placed in a licensed day care facility, or with a certified day care provider as verified by the case manager must furnish documentation of a paid receipt in order to continue to receive childcare payment at this level. A participant may receive thirty-five dollars ($35.00) per day per child for certified or licensed childcare. Service providers must verify the participant's children's age(s). Days of childcare will be determined by the participant's timesheet.

MEDICAL AND HEALTH CARE SUPPORTIVE SERVICES

Minor medical and health care services that may be provided include, but are not limited to:

A. Physical examinations
B. Eye and/or ear examinations
C. Filling of eyeglass prescriptions
D. Purchase of hearing aids
E. Purchase of orthopedic devices (must refer to Vocational Rehabilitation)

Other minor medical or health care services not listed herein that are necessary in order for the individual to participate in the program. With the exception of hearing aids, a one-time maximum of five hundred dollars ($500.00) for minor health or medical care services may be provided to participants enrolled in a WIOA funded training activity that require such assistance in order to participate in the program. The participant must provide proof of need (statement from health care or medical practitioner). The participant shall only be eligible for this assistance if he/she cannot obtain such services from other available resources as documented in the participant file by the case manager (i.e. One-Stop partners, local community health care programs, etc.). Payment for services shall be made directly to the vendor or provider upon receipt of billing. Participants shall not be paid directly or reimbursed after-the-fact for these services.

Participants in the "HOLD" status are not eligible to receive payments for this service.
Documentation should be tracked by a case manager in a participant's online file based on their minimum need. The *need* is to be greater than or equal to the amount of supportive services that will be received.

NEEDS-RELATED PAYMENTS

Needs-related payments provide financial assistance for the purpose of enabling individuals to participant in training and are one of the supportive services authorized by WIOA. Eligibility requirements for adult and dislocated worker to receive needs-related assistance are as follows: §CFR680.950 – 680.990

Adults must:(a) be unemployed due to no fault of their own (b) not qualify for or have ceased qualifying for unemployment compensation (c) be enrolled in a program of training services.

Dislocated Workers must: (a) be unemployed, and (1) have ceased to qualify for unemployment compensation or trade adjustment allowance under the Trade Adjustment Assistance Act (TAA) or the North American Free Trade Agreement (NAFTA)-TAA due to no fault of their own, and (2) be enrolled in a program of training services by the end of the 13th week after the most recent layoff that resulted in a determination of the worker's eligibility as a dislocated worker, or if later, by the end of the 8th week after the worker is informed that a short-term layoff will exceed 6 months; or (b) be unemployed and did not qualify for unemployment compensation or trade adjustment assistance under TAA or NAFTA-TAA. (c) Needs-related payments may be provided to a participant waiting to start training classes if the participant has been accepted to a training program that will begin within 30 calendar days. Local boards may submit a written request to the SAE for a 30-day extension to this time limitation to address appropriate circumstances.

DETERMINATION OF THE LEVEL OF NEED-RELATED PAYMENTS §680-970

The level of needs related payments shall be determined as follows:

A. The level for adults will be the same as the level for dislocated workers
B. For dislocated workers, payments must not exceed the greater of either of the following levels:
   1) For participants who were eligible for unemployment compensation as a result of the qualifying dislocation, the payment may not exceed the applicable weekly level of the unemployment compensation benefit for the participant's situation (such as working at spot jobs or part time) or

2) For participants who did not qualify for unemployment compensation as a result of the qualifying layoff, the weekly payment may not exceed the poverty level based on family size for an equivalent period. The weekly payment level must be adjusted to reflect changes in total family income.

Supportive Services for Youth Supportive services are one of the 14 required program elements for youth and shall be made available to all WIOA youth participants, and may include the following: A. Linkages to community services

B. Assistance with transportation costs
C. Assistance with childcare and dependent care costs
D. Assistance with housing costs E. Referrals to medical services
F. Assistance with uniforms or other appropriate work attire and work-related tool costs, including items such as eyeglasses and protective eye gear.
G. Needs related payment for youth 18-24 years of age

Other Types of Supportive Services Not Listed in this Policy
Contingent upon the availability of funding, other types of supportive services may be provided based on the need of the participant. The need for such services must be necessary and the cost reasonable to the program,

Waivers
A waiver may be requested for a supportive service that will exceed any monetary limits listed in this policy. The waiver must demonstrate the need and that the cost is reasonable. The waiver must be submitted to the administrative entity of the local board for approval.

SUPPORTIVE SERVICES PAYMENT PROCESS

Timesheets need to be completed and sent to the Fiscal Agent's office following the WIOA supportive service payment schedule developed by the Fiscal Agent.

A. Fiscal Agent processes timesheets for payment
B. Payment is then sent to the Workforce Connection Center office

DIRECT PAYMENT TO PARTICIPANTS

The appropriate Supportive Services Request and Approval forms shall be used to authorize supportive services payments for participants. Supporting payment documentation e.g. timesheets, paystubs and receipts shall be uploaded in NMWCOS.

PAYMENT TO VENDORS AND SERVICES PROVIDERS

For payment to vendors and providers of medical care, and other health care services, the supportive service forms approved by the SAWDB are available at www.employnm.com.

GENERAL LIMITATIONS

A. Time Limits
For eligible Adults and Youth, supportive services may be provided for a period of time required to complete the IEP objectives; however, shall not exceed the participation time limitations established in the Southwestern Area plan or board policy.
B. Budget Limitations
The amount and types of supportive services in each local area is based on funding available to the local boards. No supportive services in any WIOA title is to be considered an entitlement. C. Participants in "Hold" Status.
Participants who are in a "hold" status, for whom continued training is scheduled, will not be eligible for health care and minor medical services, group services and/or other supportive services that are not paid directly to the participant during this "hold" status.

SERVICE PROVIDER AND TRAINING INSTITUTION TIME AND ATTENDANCE REPORTING AND RELATED RESPONSIBILITIES/ROLES

Service providers are responsible for overall tracking and reporting on participant activities as specified in their sub grants or contracts. They are also responsible for coordinating with area training institutions on time and attendance for those participants concurrently enrolled in classroom training, WE, OJT, or enrolled in a customized training activity and receiving supportive services. As part of the ITA agreements, training institutions are required to track and report participant time and attendance. In order to help defray some of the administrative overhead associated with additional responsibilities including item keeping and reporting, training institutions may charge a reasonable administrative cost normally charged for performing related functions. WE and OJT employers are responsible for tracking/reporting time and attendance of participants assigned to them. WIOA program staff shall be available to assist employers as necessary.

INQUIRIES

Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

ATTESTED

This policy was reviewed and approved by the SAWDB on: _____

_____
SAWDB Chairman

_____
Date

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item

*Resolution 19 – 61 ratifies the Executive Committee's resolution to approve the Supplemental Wage Data Policy

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to ratify the Executive Committee's resolution to approve the Supplemental Data Wage Policy.
- This policy is a new policy to provide the Service Providers regarding the permissible use of supplemental wage information to assist in fulfilling the performance accountability requirements.
- Is the use of supplemental wage information, when reliance on such information is necessary for verifying and reporting on employment related performance indicators.
- Is when systems may not be able to capture wages records.
- To ensure that programs can track participants for performance accountability even if their information is not contained in the quarterly wage record system.
- Supplemental Wage Data would be collect data from Self-employed, Contracted, Federal Job or Business not reporting In UI system.

RECOMMENDATION

A motion to approve Resolution 19 – 61.

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Policy 19 – 03 Supplemental Wage Data

SOUTHWESTERN AREA
WORKFORCE DEVELOPMENT BOARD

SUPPLEMENTAL WAGE DATA
POLICY 19-03

DATE OF ISSUE:
May 8, 2020

EFFECTIVE DATE:
May 12, 2020

PURPOSE
The purpose of this guidance is to provide direction to the Service Providers regarding the permissible use of supplemental wage information to assist in fulfilling the performance accountability requirements under §116 of the Workforce Innovation and Opportunity Act (WIOA).

REFERENCE(S).

- Workforce Innovation and Opportunity Act (WIOA), July 22, 2014: §116.
- WIOA Final Rules - U.S. Department of Labor (Title l): 20 CFR §677.175.
- Training and Employment Guidance Letter WIOA No. 19-16 and 26-16 Operating Guidance for the Workforce Innovation and Opportunity Act

BACKGROUND
The Workforce Innovation and Opportunity Act (WIOA) sets the primary indicators of performance and performance reporting requirements. This policy provides guidance on the use of supplemental wage information, when reliance on such information is necessary for verifying and reporting on employment related performance indicators.

AVAILIABILITY OF SOCIAL SECURITY NUMBERS (SSNs) AND WAGE RECORDS
The use of wage records to measure the primary indicators of performance is the primary data source for employment related performance indicators. New Mexico Department of Workforce Solutions (NMDWS) does recognize there may be circumstances where systems may not be able to capture wages records. To ensure that programs can track participants for performance accountability even if their information is not contained in the quarterly wage record system, described below, it is permissible to use other information as is necessary to measure the progress of those participants through methods other than quarterly wage information.

CIRCUMSTANCES FOR COLLECTING EMPLOYMENT RELATED DATA USING SUPPLMENTAL METHODS
The quarterly wage record system will be the primary data source for verifying participant outcomes for the purpose of calculating the employment related primary indicators of performance. The quarterly wage record system includes wages from:

- The employer tax filings in the New Mexico UI wage system,
- The Wage Record Interchange System (WRIS) which contains employer tax filings from member state UI wage systems, and
- The Federal Employment Data Exchanges (FEDES) which contains employment records from Federal employers (OPM, DOD, and USPS).

Within each quarter after exit for which wages are required to be collected, if a direct match from the quarterly wage record system is used to determine both employment status and wages for the period, then the same direct wage match record must be used for both wages and employment status. Likewise, if supplemental wage information is used to determine both employment status and wages within the same reporting period, then the same supplemental wage information must be used for both wages and employment status. There is no requirement that the same direct wage record match or supplemental wage information be used across multiple reporting periods.
Participants quarterly earnings used to determine the median earnings indicator must only reflect actual wages paid, not earned, to the participant during the quarter.

SUPPLEMENTAL WAGE INFORMATION METHODS

Acceptable forms of supplemental wage information relevant to the core program include:

Tax documents, payroll records, and employer records, including the following:

- Copies of quarterly tax payment forms to the Internal Revenue Service, such as a Form 941 (Employer's Quarterly Tax Return); • Copies of pay stubs (minimum of two pay stubs); or
- Signed letter or other information from employer on company letterhead attesting to an individual's employment status and earnings.

Other supplemental wage records, such as the following:

- Income earned from commission in sales or other similar positions;
- Data matching with other partners with whom data sharing agreements exist; or
- One-Stop operating systems' administrative records, such as current records of eligibility for programs with income-based eligibility (e.g., Temporary Assistance for Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP).

Since the New Mexico UI wage system is a source of data to the quarterly wage record system, documentation obtained from the New Mexico UI wages system is not an acceptable form of supplemental wage data.

TIME PERIOD FOR COLLECTING SUPPLEMENTAL WAGE INFORMAITON

The timing for collecting supplemental wage data may vary based on whether the case manager know or expects that data will not be available in the quarterly wage record system. The need for supplemental wage data for a participant may not be apparent until no match is found in the quarterly wage record system, which become available on a time-lagged basis. Wage data for employment related performance indicators during the second quarter will not become available until the latter part of the third quarter after exit and wage data for indicators during the fourth quarter will not become available until the latter part of the fifth quarter after exit.
The optimal time to collect supplemental wage information is as soon as possible following the close of the second and fourth full quarters after exit. When the case manager knows or predicts that UI wage data will not be available for a participant the case manager does not need to wait two quarters after the close of the second and fourth quarters after exit to formally document the supplemental wage data. The Service Providers must develop or modify participant exit procedures to ensure that case managers inform participants, before exit, that they or their employers may be contacted to obtain confirmation of employment status and earnings, and to explain the expected timeframe for those follow-up contacts.
Table 1: Summarizes the times when data match or supplemental wage data are to be collected.

Table 1: Timeline for Commencing Data Collection for Employment-Related Performance Indicators

Performance Indicator[a]	UI Wage Data Becomes Available	Collection of Supplemental Wage Information May Begin[b]
Employment Rate — Second Quarter after Exit (including Title I Youth)	During third or fourth quarter after exit	Beginning third quarter after exit
Employment Rate — Fourth Quarter after Exit (including Title I Youth	During fifth or sixth quarter after exit (first or second quarter, next program year)	Beginning fifth quarter after exit
Median Earnings Second Quarter after Exit	During third or fourth quarter after exit	Beginning third quarter after exit
Credential Attainment — within 1 Year after Exit	During second or third quarter after exit	Beginning second quarter after exit

a. For all performance indicators, exit is the point after which a participant who has received services through any program meets the criteria for exit from that program, or meets the criteria for exit under an applicable common exit policy (20 CFR 677.150(c), 34 CFR 463.150(c), and 34 CFR 361.150(c)).
b. For individuals for whom the agency knows or predicts UI wage data will not be available (such as those participants who do not provide an SSN, or for participants receiving entrepreneurial or self-employment training),

Supplemental wage information should be collected as close to the reference period as possible.

TABLE 2: The timeframes when employment-related information must be reported.

Table 2: Deadlines for Timely Collection of Data for Employment-Related Performance Indicators

Exit Quarter	Report Employment Rate - 2nd Quarter (including Title 1 Youth) by End of:	Report Employment Rate - 4th Quarter (including Title I Youth) by End of:	Report Median Earnings by End of:	Report Credential Attainment (Employment) - within 1 Year after Exit by End of:
First Quarter (Q1) (July 1 - September 30)	Q1 Next Program Year (four quarters later)	Q3 Next Program Year (six quarters later)	Q1 Next Program Year (four quarters later)	Q3 Next Program Year (six quarters later)

Second Quarter (Q2) (October 1 December 31)	Q2 Next Program Year (four quarters later	Q4 Next Program Year (six quarters later	Q2 Next Program Year (four quarters later	Q4 Next Program Year (six quarters later)
Third Quarter (Q3) (January1 - March 31)	Q3, Next Program Year (four quarters later)	Q1 Second Program Year After Exit (six quarters later)	Q3, Next Program Year (four quarters later)	Q1 Second Program Year After Exit (six quarters later)
Fourth Quarter (Q4) (April 1 - June 30)	Q4 Next Program Year (four quarters later)	Q2 Second Program Year After Exit (six quarters later	Q4 Next Program Year (four quarters later)	Q2, Second Program Year After Exit (six quarters later)

PROCEDURES

Procedures to collect data in a valid and reliable manner are for Self-employed, Contracted, Federal job or Business not reporting in UI System. Supplemental Wage Data activity known as data entry in our state data base system (NMWCOS) is required, including documentation in the participant case file and activity coding as applicable.

INQUIRIES:

Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

ATTESTED:

This policy was reviewed and approved by the SAWDB on: _____

_____

SAWDB Chairman

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item

*Resolution 19 – 62 ratifies the Executive Committee's resolution to approve the Transitional Jobs Policy

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to approve the Transitional Jobs Policy.
- This policy is a new policy to help eligible adult, dislocated workers gain practical work experience and sharpen their workplace skills while getting paid and working to improve their chances of achieving suitable employment.
- Transitional Jobs are time limited and subsidized, provided to individuals with barriers to employment whom may be chronically unemployed or have an inconsistent work history, combined with comprehensive employment an supportive services, and help develop skills that could lead to entry into the retention in the unsubsidized employment market

RECOMMENDATION

A motion to approve Resolution 19 – 62.

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Policy 19 – 04 Transitional Jobs

SOUTHWESTERN AREA
WORKFORCE DEVELOPMENT BOARD

TRANSITIONAL JOBS
POLICY 19-04

DATE OF ISSUE
May 13, 2020

EFFECTIVE DATE
May 14, 2020

PURPOSE

The purpose of this policy is to detail the requirements and eligibility for the WIOA Adult and Dislocated Worker Transitional Employment Training (TJ) program to serve untapped labor pools for transitional jobs in the Southwest Area. The goal of the Transitional Employment program is to help eligible adults a dislocated worker from the untapped labor pools gain practical work experience and sharpen their workplace skills while getting paid and working to improve their chances of achieving suitable employment.

BACKGROUND
Transitional Jobs programs target population with multiple employment obstacles or limited work experience. These programs provide a participant with work experience and an opportunity to develop critical workplace skills. TJ must be combined with career and supportive services, based upon an individual's needs. WIOA 134(d)(5), TEGL 19-16, 20 CFR 680.190 and .195

ACTION
Southwestern Area Workforce Development Board Service Providers shall adopt this Transitional Employment Training Policy and provide written procedures and forms.

DEFINITION

A. Transitional jobs are paid work experiences that are:
    1) Time limited and subsidized;
    2) In the public, private, or nonprofit sector;
    3) Provided to individuals with barriers to employment who may be chronically unemployed or have an inconsistent work history;
    4) Combined with comprehensive employment and supportive services; and,

5) Designed to help participants establish a work history, demonstrate success in the workplace, and develop skills that could lead to entry into and retention in the unsubsidized employment market.

GENERAL PROVISIONS

A. All transitional job participants must meet program eligibility requirements, be enrolled in the respective WIOA program, and have received an assessment resulting in the development of an Individual Employment Plan that documents the participant's need for and benefit from a transitional job.

B. A transitional job opportunity may be provided as a training service to enrolled adults and dislocated workers who have met the priority of service requirements.

GUIDELINES

A. Under Section 134 (d)(5) of WIOA and 20 CFR 680.195 of the Final Rule, Local Workforce Development Boards (LWDB) may use up to 10 percent of their combined total of adult and dislocated workers funds to provide transitional jobs to individuals with one (1) federally defined barrier to employment or chronic unemployment or inconsistent work history (as defined below). TJ placements should contribute to the occupational development and upward mobility of the participant. Unlike on-the-job training (OJT), there is no requirement that the employer retains the individual upon completion of the TJ; however, retention, where appropriate, is preferred for the benefit of the worker and employer.

B. Federally Defined Barrier to Employment

1) Displaced homemakers
2) Low income individuals
3) American Indians, Alaska Natives, and Native Hawaiians
4) Individuals with disabilities
5) Older individuals (age 55 or older)
6) Ex-offenders
7) Homeless individuals
8) Individuals who are English language learners, individuals who have low levels of literacy and individuals facing substantial cultural barriers
9) Eligible migrant and seasonal farmworkers
10) Single parents (including single pregnant women)

11) Long-term unemployed individuals (unemployed up to 27 or more weeks)

12) Recipients of public assistance

C. Individuals with "chronic unemployment" or an "inconsistent work history" are those who:

1) Have been unemployed for 13 weeks or longer; or

2) Were unemployed for at least 26 of the past 52 weeks; or

3) Have held three or more jobs in the past 52 weeks.

D. Employer Eligibility

For an employer to qualify for Transitional Jobs under the program guidelines, they must:

1) Be a private-for-profit business, private non-profit organization, or public sector employer;

2) Provide a quality work experience for participants to gain valuable skills; and,

3) Provide a safe environment for participants to gain skills.

An Employer will not be eligible to participate as a Host Employer site if:

1) The employer has any other individuals on layoff from the same or substantially equivalent position;

2) The Transitional Job would infringe upon the promotion or lead to the displacement of any currently employed worker or result in a reduction in their hours;

3) The same or a substantially equivalent position is open due to a hiring freeze; or

4) The employer(s) has recently relocated, resulting in the loss of employment of any employee of such business at the original location in the U.S.

E. Transitional Jobs Contract Requirements

1) A pre-award review is required to verify that an establishment is expanding rather than/and not relocating employment from another area. The review will ensure that the establishment did not layoff or displace any workers at another location within the United States.

2) WIOA TJ training is provided based on a formal, written contract with a private, non-profit, or public sector employer that is completed and signed by all parties prior to the initiation of training with a copy given to the employer.

3) A TJ contract must be limited to 120 days in length for employment up to 40 hours of work per week. No overtime is allowed.

4) In determining an employer's viability for TJ contracts, local areas should consider the employer's past history with on-the-job training (OJT), customized training (CT), or other

TJ contracts, financial stability, layoffs, relocation and labor disputes, as well as the occupational and industry outlook.

5) A TJ training contract must address:

   a. The hourly wage of the participant - The minimum starting rate of TJ employees shall be at least the applicable federal minimum wage of the same rate as trainees or employees situated in similar occupations by the same employer and who have similar training, experience and skills, whichever is higher, in accordance with WIOA Section 181(a)(1)(A);

   b. Length of training;

   c. A description of the occupation(s) involved, skills(s) and competencies to be provided and learned, assessment and identification of the participant's skills gap;

   d. Performance outcome requirements;

   e. A training plan (with a rating scale for skills at hire and at completion of the TJ) that defines successful completion of training;

   f. Reimbursement level - Employers are eligible to receive up to 100% of hourly wage reimbursement. Employer is responsible for submitting timesheets as proof of hours worked;

   g. A provision addressing termination for lack of funds or recapture of funds, lack of participant attendance or failure of employer to comply with initial or upgraded employment requirements;

   h. A provision for maintaining and providing records for Local Workforce Development Area (LWDA), state, and federal monitoring and review. Monitoring may include on-site visits and phone/email communication with trainee to review the participant's progress in meeting training plan objectives and adherence to WIOA and applicable regulations. Service Provider must ensure all proper documentation is scanned into the New Mexico Workforce Connection Online System (NMWCOS).

INQUIRES

Questions related to this policy should be directed to the Administrative Entity at (575) 744-4857.

ATTESTED

This policy was reviewed and approved by SAWDB on: _____

_____ _____

SAWDB Chairman Date

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 63 ratifies the Executive Committee's resolution to approve an amendment to Contract No. PY19-WIOA-01 between YDI and the Southwestern Area Workforce Development Board for WIOA Youth Services, and authorizes the Board Chair or Vice Chair to sign the contract amendment

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to approve a contract amendment with YDI that changes their scope of work and budget. These are the only sections changed in the contract agreement.
- The changes in the scope of work:
    1) increase the work experience hourly pay rate to the highest amount in the Southwestern region, as indicted in the revised budget in the amount of $10.25 per hour; and
    2) increase the total required number of tutoring hours from 10 to 20; and
    3) include online training in the Educational Development/Enhancement, Occupational Skills Training and Occupation Related Training for participants, as described in the Youth Services Policy. The training will be paid by stipend equivalent to the work experience rate for each completed hour of training.
- The contract amount is not changed; only the line item budget adjustments included in the request.
- The Board authorizes the Chair and Vice Chair to sign the amendment.

RECOMMENDATION

A motion to approve Resolution 19 – 63.

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Contract amendment

WIOA SERVICES	1. CONTRACT/AMENDMENT NO.	CONTRACT PERIOD
CONTRACT COVER SHEET	PY19-WIOA-01 / Amendment No. 3	July 1, 2019 through June 30, 2020

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

This Amendment consists of this WIOA Contract Cover Sheet; Scope of Work; and Budget.

2. NAME OF PROVIDER	3. NAME OF PROVIDERS POINT OF CONTACT
Youth Development, Inc.	Diego Gallegos, Ed.d.
ADDRESS 6301 Central Ave, NW	TITLE OF POINT OF CONTACT Chief Operating Officer
CITY, STATE & ZIP Albuquerque, NM 87105	TELEPHONE/FAX/EMAIL Phone: 505-831-6308 Fax: 505-352-3400 Email: dgallegos@ydi.org

4. FUNDING TYPE(S) (Check those that apply) TITLE I	5. TYPE OF CONTRACT ACTION
☐ Adult	☐ New
☐ Dislocated Worker	☑ Modification
☑ Youth	☐ Other
☐ Administration	

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
	$0.00	$0.00	$1,962,000.00	$1,962,000.00

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	$1,962,000.00	$1,962,000.00

THIRD AMENDMENT
TO THE
SUB RECIPIENT AGREEMENT No. PY19-WIOA-01
BETWEEN
SOUTHWESTERN WORKFORCE DEVELOPMENT BOARD
AND
YOUTH DEVELOPMENT, INC.

This Contract Amendment to the Grant Agreement ("Agreement") is between the Southwestern Workforce Development Board (LWDB), and Youth Development, Inc. (SUBRECIPIENT) under the Workforce Innovation and Opportunity Act (WIOA) Youth Program.

WHEREAS, LWDB and SUBRECIPIENT are parties to the Agreement effective as of July 1, 2019; and

WHEREAS, the LWDB has reviewed the SUBRICIPIENT'S scope of work and budget adjustment; and

WHEREAS, the Agreement contains provisions to allowing the modification of the Agreement when agreeable to both parties; and

NOW THEREFORE, in consideration of the forgoing premises, the LWDB and SUBRECIPIENT agree to the following on the effective date of this Contract Amendment, which is on the most recent date of signature of the LWDB and SUBRECIPIENT;

1. Scope of Work

    (a) The scope of work is modified to reflect changes to sections in the contract agreement's scope of work to:
    (b) increase the work experience hourly pay rate to the highest minimum wage rate in the Southwestern workforce region of New Mexico; and
    (c) increase the total required number of tutoring hours from 10 to 20; and
    (d) include online training in the Educational Development/Enhancement, Occupational Skills Training and Occupation Related Training for participants, as described in the Youth Services Policy. The training will be paid by stipend equivalent to the work experience rate for each completed hour of training.

2. Budget Amount

    (a) Attachment B-1 – Budget is removed from the contract agreement and replaced with Attachment B-2 Amended Budget.

        Attachment B-2 reflects:
        i. Reflects line item adjustments to participant training expenditures, as reflected in the budget to support participants.

3. Modification
   (a) Except as modified by this Amendment, the terms and conditions of the Agreement, remain in full force and effect.

LWDB SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD	SUBRECIPIENT YOUTH DEVELOPMENT, INC.
By: _____	By:_____
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

ATTACHMENT B -2 BUDGET

WORKFORCE INNOVATION AND OPPORTUNITY ACT

Attachment B-2 Budget Worksheet - Youth Services

Sub-grant Number	Contract Period	Name of Provider
PY19 - WIOA - 01	July 1, 2019 - June 30, 2020	Youth Development, Inc. (YDI)

MOD 5 - May 2020

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									
Vice-President	$53.50 x 19% x 2080 hours	$ 4,651.49	$ 16,491.71	**$ 21,143.20**			**$ -**	$ 4,651.49	$ 16,491.71	**$ 21,143.20**
Associate Director	$28.76 x 40% x 2080 hours	$ 1,603.28	$ 5,684.36	**$ 7,287.64**			**$ -**	$ 1,603.28	$ 5,684.36	**$ 7,287.64**
Business Practitioner	$18.08 x 100% x 904 hours	$ 3,595.74	$ 12,748.58	**$ 16,344.32**			**$ -**	$ 3,595.74	$ 12,748.58	**$ 16,344.32**
Program Manager	$22.95 x 100% x 2080 hours	$ 10,501.92	$ 37,234.08	**$ 47,736.00**			**$ -**	$ 10,501.92	$ 37,234.08	**$ 47,736.00**
Program Manager	$22.95 x 100% x 1424 hours	$ 7,189.78	$ 25,491.02	**$ 32,680.80**			**$ -**	$ 7,189.78	$ 25,491.02	**$ 32,680.80**
Career Advisor	$15.67 x 100% x 1704 hours	$ 5,874.37	$ 20,827.31	**$ 26,701.68**			**$ -**	$ 5,874.37	$ 20,827.31	**$ 26,701.68**
Career Advisor	$15.67 x 100% x 1704 hours	$ 5,874.37	$ 20,827.31	**$ 26,701.68**			**$ -**	$ 5,874.37	$ 20,827.31	**$ 26,701.68**
Career Advisor	$15.67 x 100% x 1704 hours	$ 5,874.37	$ 20,827.31	**$ 26,701.68**			**$ -**	$ 5,874.37	$ 20,827.31	**$ 26,701.68**
Career Advisor	$15.67 x 100% x 1704 hours	$ 5,874.37	$ 20,827.31	**$ 26,701.68**			**$ -**	$ 5,874.37	$ 20,827.31	**$ 26,701.68**
Career Advisor	$15.67 x 100% x 1704 hours	$ 5,874.37	$ 20,827.31	**$ 26,701.68**			**$ -**	$ 5,874.37	$ 20,827.31	**$ 26,701.68**
Career Advisor	$15.67 x 100% x 1704 hours	$ 5,874.37	$ 20,827.31	**$ 26,701.68**			**$ -**	$ 5,874.37	$ 20,827.31	**$ 26,701.68**
Career Advisor	$15.67 x 100% x 1582 hours	$ 5,453.78	$ 19,336.16	**$ 24,789.94**			**$ -**	$ 5,453.78	$ 19,336.16	**$ 24,789.94**
Career Advisor	$15.67 x 100% x 1567 hours	$ 5,402.11	$ 19,152.78	**$ 24,554.89**			**$ -**	$ 5,402.11	$ 19,152.78	**$ 24,554.89**
Quality Assurance Practitioner	$18.08 x 100% x 1544 hours	$ 6,141.62	$ 21,773.90	**$ 27,915.52**			**$ -**	$ 6,141.62	$ 21,773.90	**$ 27,915.52**
Quality Assurance Practitioner - Central Region	$18.08 x 100% x 80 hours	$ 318.21	$ 1,128.19	**$ 1,446.40**			**$ -**	$ 318.21	$ 1,128.19	**$ 1,446.40**
Youth Development Practitioner - Central Region	$18.08 x 100% x 80 hours	$ 318.21	$ 1,128.19	**$ 1,446.40**			**$ -**	$ 318.21	$ 1,128.19	**$ 1,446.40**
Program Director	$25.86 x 100% x 176 hours	$ 1,001.30	$ 3,550.06	**$ 4,551.36**			**$ -**	$ 1,001.30	$ 3,550.06	**$ 4,551.36**
Business Practitioner	$20.18 x 100% x 376 hours	$ 1,669.29	$ 5,918.39	**$ 7,587.68**			**$ -**	$ 1,669.29	$ 5,918.39	**$ 7,587.68**
Program Director	$39.18 x 90% x 338 hours	$ 2,913.42	$ 10,329.42	**$ 13,242.84**			**$ -**	$ 2,913.42	$ 10,329.42	**$ 13,242.84**
Quality Assurance	$19.58 x 100% x 376 hours	$ 1,619.66	$ 5,742.42	**$ 7,362.08**			**$ -**	$ 1,619.66	$ 5,742.42	**$ 7,362.08**
Youth Development Practitioner	$18.35 x 100% x 376 hours	$ 1,517.91	$ 5,381.69	**$ 6,899.60**			**$ -**	$ 1,517.91	$ 5,381.69	**$ 6,899.60**
Youth Development Practitioner	$18.35 x 100% x 376 hours	$ 1,517.91	$ 5,381.69	**$ 6,899.60**			**$ -**	$ 1,517.91	$ 5,381.69	**$ 6,899.60**
Youth Development Practitioner	$18.35 x 100% x 376 hours	$ 1,517.91	$ 5,381.69	**$ 6,899.60**			**$ -**	$ 1,517.91	$ 5,381.69	**$ 6,899.60**
Youth Development Practitioner	$18.35 x 100% x 376 hours	$ 1,517.91	$ 5,381.69	**$ 6,899.60**			**$ -**	$ 1,517.91	$ 5,381.69	**$ 6,899.60**
Youth Development Practitioner	$18.35 x 100% x 376 hours	$ 1,517.91	$ 5,381.69	**$ 6,899.60**			**$ -**	$ 1,517.91	$ 5,381.69	**$ 6,899.60**
Youth Development Practitioner	$18.35 x 100% x 376 hours	$ 1,517.91	$ 5,381.69	**$ 6,899.60**			**$ -**	$ 1,517.91	$ 5,381.69	**$ 6,899.60**
Youth Development Practitioner	$18.35 x 100% x 176 hours	$ 710.29	$ 2,519.31	**$ 3,229.60**			**$ -**	$ 710.29	$ 2,519.31	**$ 3,229.60**
Youth Development Practitioner	$18.35 x 100% x 176 hours	$ 710.29	$ 2,519.31	**$ 3,229.60**			**$ -**	$ 710.29	$ 2,519.31	**$ 3,229.60**
Total Staff Salaries		**$ 98,154.07**	**$ 348,001.88**	**$ 446,155.95**	**$ -**	**$ -**	**$ -**	**$ 98,154.07**	**$ 348,001.88**	**$ 446,155.95**
Fringe Benefits	Percentage or Cost	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
FICA/Medicare	7.693% x $446,155.95	$ 7,551.01	$ 26,771.77	**$ 34,322.78**			**$ -**	$ 7,551.01	$ 26,771.77	**$ 34,322.78**
FUTA				**$ -**			**$ -**	$ -	$ -	**$ -**
SUTA	5.641% x $446,155.95	$ 5,536.88	$ 19,630.78	**$ 25,167.66**			**$ -**	$ 5,536.88	$ 19,630.78	**$ 25,167.66**
Workmans Comp. Ins.	5.028% x $446,155.95	$ 4,935.20	$ 17,497.52	**$ 22,432.72**			**$ -**	$ 4,935.20	$ 17,497.52	**$ 22,432.72**
Workmans Comp. Fee				**$ -**			**$ -**	$ -	$ -	**$ -**
Health Care Ins.	18.712% x $446,155.95	$ 18,366.63	$ 65,118.07	**$ 83,484.70**			**$ -**	$ 18,366.63	$ 65,118.07	**$ 83,484.70**
Retirement	5.540% x $446,155.95	$ 5,437.74	$ 19,279.30	**$ 24,717.04**			**$ -**	$ 5,437.74	$ 19,279.30	**$ 24,717.04**
Total Fringe Benefits		**$ 41,827.46**	**$ 148,297.44**	**$ 190,124.90**	**$ -**	**$ -**	**$ -**	**$ 41,827.46**	**$ 148,297.44**	**$ 190,124.90**

Travel	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
In-State Travel										
Mileage reimbursement for local travel; hotel & per diem costs for out-of-city training	Average 200 miles per month x $0.405/mile per employee	$ 8,168.03	$ 28,959.38	**$ 37,127.41**			**$ -**	$ 8,168.03	$ 28,959.38	**$ 37,127.41**
Out-of-State Travel										
				$ -			**$ -**	$ -	$ -	**$ -**
Total Travel		**$ 8,168.03**	**$ 28,959.38**	**$ 37,127.41**	**$ -**	**$ -**	**$ -**	**$ 8,168.03**	**$ 28,959.38**	**$ 37,127.41**

Materials & Supplies	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Consumables	files, paper, pens, furniture for offices, etc.	$ 3,559.82	$ 12,621.18	**$ 16,181.00**	$ -	$ -	**$ -**	$ 3,559.82	$ 12,621.18	**$ 16,181.00**
Cellular phones	$50/month average x 11 lines + usage+ cell phone purchase	$ 2,662.00	$ 9,438.00	**$ 12,100.00**			**$ -**	$ 2,662.00	$ 9,438.00	**$ 12,100.00**
Staff onboarding costs	CPR training + backgrounds for 12 new staff	$ 550.00	$ 1,950.00	**$ 2,500.00**	$ -	$ -	**$ -**	$ 550.00	$ 1,950.00	**$ 2,500.00**
				$ -			**$ -**	$ -	$ -	**$ -**
Total Materials & Supplies		**$ 6,771.82**	**$ 24,009.18**	**$ 30,781.00**	**$ -**	**$ -**	**$ -**	**$ 6,771.82**	**$ 24,009.18**	**$ 30,781.00**

Property	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Laptops & peripherals	3 @ $1165 for remote staff	$ 770.00	$ 2,730.00	**$ 3,500.00**			**$ -**	$ 770.00	$ 2,730.00	**$ 3,500.00**
Desktops & Monitors for all staff		$ 2,398.00	$ 8,502.00	**$ 10,900.00**			**$ -**	$ 2,398.00	$ 8,502.00	**$ 10,900.00**
Total Property		**$ 3,168.00**	**$ 11,232.00**	**$ 14,400.00**	**$ -**	**$ -**	**$ -**	**$ 3,168.00**	**$ 11,232.00**	**$ 14,400.00**

Facility Rental	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Rent costs for 7 NMWC Offices + 2 possible satellite sites	includes utilities, phones, and copier fees	$ 12,760.00	$ 45,240.00	**$ 58,000.00**			**$ -**	$ 12,760.00	$ 45,240.00	**$ 58,000.00**
				$ -			**$ -**	$ -	$ -	**$ -**
Total Facility Rental		**$ 12,760.00**	**$ 45,240.00**	**$ 58,000.00**	**$ -**	**$ -**	**$ -**	**$ 12,760.00**	**$ 45,240.00**	**$ 58,000.00**

Miscellaneous	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Staff Training classes/workshops	$375 x 12 employees	$ 990.00	$ 3,510.00	**$ 4,500.00**	$ -	$ -	**$ -**	$ 990.00	$ 3,510.00	**$ 4,500.00**
Commercial Insurance	Building rental coverage, vehicle and liability	$ 844.93	$ 2,995.68	**$ 3,840.61**			**$ -**	$ 844.93	$ 2,995.68	**$ 3,840.61**
Other occupancy costs	interior cleaning, pest control services	$ 220.00	$ 780.00	**$ 1,000.00**	$ -	$ -	**$ -**	$ 220.00	$ 780.00	**$ 1,000.00**
				$ -			**$ -**	$ -	$ -	**$ -**
Total Miscellaneous		**$ 2,054.93**	**$ 7,285.68**	**$ 9,340.61**	$ -	$ -	**$ -**	$ 2,054.93	$ 7,285.68	**$ 9,340.61**

Professional Services	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Contractual Services	CES/Systems MD (IT Provider), Shred-It, Quest Diagnostics (drug testing), fingerprinting services	$ 550.00	$ 1,950.00	**$ 2,500.00**			**$ -**	$ 550.00	$ 1,950.00	**$ 2,500.00**
Advertising	Staff or participant recruitment @ $300/mth x 6 months	$ 878.95	$ 3,116.25	**$ 3,995.20**			**$ -**	$ 878.95	$ 3,116.25	**$ 3,995.20**
Total Professional Services		**$ 1,428.95**	**$ 5,066.25**	**$ 6,495.20**	**$ -**	**$ -**	**$ -**	**$ 1,428.95**	**$ 5,066.25**	**$ 6,495.20**

Profit Incentives	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Profit Incentives		$ 11,000.00	$ 39,000.00	**$ 50,000.00**	$ -	$ -	**$ -**	$ 11,000.00	$ 39,000.00	**$ 50,000.00**
Total Profit Incentives		**$ 11,000.00**	**$ 39,000.00**	**$ 50,000.00**	**$ -**	**$ -**	**$ -**	**$ 11,000.00**	**$ 39,000.00**	**$ 50,000.00**
Indirect Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Indirect Costs	8.95% of operating costs of $842,425.07	$ 16,587.34	$ 58,809.66	$ 75,397.00			$ -	$ 16,587.34	$ 58,809.66	**$ 75,397.00**
Total Indirect Cost Rate		**$ 16,587.34**	**$ 58,809.66**	**$ 75,397.00**	**$ -**	**$ -**	**$ -**	**$ 16,587.34**	**$ 58,809.66**	**$ 75,397.00**
Participant Training Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
In School Work Experience	44 participants x $9.00/hr x 200 hours	$ 79,200.00		**$ 79,200.00**	$ (40,007.00)		**$ (40,007.00)**	$ 39,193.00	$ -	**$ 39,193.00**
	FICA, WC, Unemployment	$ 14,461.12		**$ 14,461.12**	$ (7,128.00)		**$ (7,128.00)**	$ 7,333.12	$ -	**$ 7,333.12**
Out of School Work Experience	130 participants x $9.00/hr x 300 hours		$ 351,000.00	**$ 351,000.00**		$ (40,007.00)	**$ (40,007.00)**	$ -	$ 310,993.00	**$ 310,993.00**
	FICA, WC, Unemployment		$ 64,092.60	**$ 64,092.60**		$ (7,128.00)	**$ (7,128.00)**	$ -	$ 56,964.60	**$ 56,964.60**
In School Work Experience (Dona Ana)	7 participants x $10.10/hr x 200 hours	$ 14,140.00		**$ 14,140.00**			**$ -**	$ 14,140.00	$ -	**$ 14,140.00**
	FICA, WC, Unemployment	$ 2,581.96		**$ 2,581.96**			**$ -**	$ 2,581.96	$ -	**$ 2,581.96**
Out of School Work Experience (Dona Ana)	8 participants x $10.10/hr x 300 hours		$ 24,240.00	**$ 24,240.00**			**$ -**	$ -	$ 24,240.00	**$ 24,240.00**
	FICA, WC, Unemployment		$ 4,426.22	**$ 4,426.22**			**$ -**	$ -	$ 4,426.22	**$ 4,426.22**
In School Work Experience (Dona Ana)	17 participants x $10.25/hr x 200 hours	$ 34,850.00		**$ 34,850.00**	$ (20,500.00)		**$ (20,500.00)**	$ 14,350.00	$ -	**$ 14,350.00**
(effective Jan. 2020-new minimum wage)	FICA, WC, Unemployment	$ 6,363.61		**$ 6,363.61**	$ (3,690.00)		**$ (3,690.00)**	$ 2,673.61	$ -	**$ 2,673.61**
Out of School Work Experience (Dona Ana)	77 participants x $10.25/hr x 300 hours		$ 236,775.00	**$ 236,775.00**		$ (20,500.00)	**$ (20,500.00)**	$ -	$ 216,275.00	**$ 216,275.00**
(effective Jan. 2020-new minimum wage)	FICA, WC, Unemployment		$ 43,235.12	**$ 43,235.12**		$ (3,690.00)	**$ (3,690.00)**	$ -	$ 39,545.12	**$ 39,545.12**
							$ -	$ -	$ -	**$ -**
Training Stipends	15 participants x $9.00/hr x 100 hours				$ 6,750.00	$ 6,750.00	**$ 13,500.00**	$ 6,750.00	$ 6,750.00	**$ 13,500.00**
	105 participants x $10.25/hour x 120 hours				$ 64,575.00	$ 64,575.00	**$ 129,150.00**	$ 64,575.00	$ 64,575.00	**$ 129,150.00**
							$ -	$ -	$ -	**$ -**
Supportive Services	$300 PP x estimated 262 particpants in need	$ 11,633.00	$ 67,017.00	**$ 78,650.00**			**$ -**	$ 11,633.00	$ 67,017.00	**$ 78,650.00**
Participant Incentives	$300 PP x estimated 262 particpants qualify	$ 11,633.00	$ 67,017.00	**$ 78,650.00**			**$ -**	$ 11,633.00	$ 67,017.00	**$ 78,650.00**
								$ -	$ -	**$ -**
Carry-in Work Experience	Completion of work experience hours of	$ 2,579.10	$ 8,933.69	**$ 11,512.79**				$ 2,579.10	$ 8,933.69	**$ 11,512.79**
	carry-in participants from PY18									
Total Participant Services		**$ 177,441.79**	**$ 866,736.63**	**$ 1,044,178.42**	**$ -**	**$ -**	**$ -**	**$ 177,441.79**	**$ 866,736.63**	**$ 1,044,178.42**
TOTAL BUDGET EXPENSE		$ 379,362	$ 1,582,638	$ 1,962,000	$ -	$ -	$ -	$ 379,362	$ 1,582,638	$ 1,962,000

	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	68	215	283			0	68	215	**283**
Average Cost per Participant (Operating + Participant Training)	$ 5,578.86	$ 7,361.11	$ 6,932.86	#DIV/0!	#DIV/0!	#DIV/0!	$ 5,578.86	$ 7,361.11	$ 6,932.86
Average Cost per Participant (Operating Costs Only)	$ 2,969.42	$ 3,329.77	$ 3,243.19	#DIV/0!	#DIV/0!	#DIV/0!	$ 2,969.42	$ 3,329.77	$ 3,243.19
Average Cost per Participant (Participant Training Costs Only)	$ 2,609.44	$ 4,031.33	$ 3,689.68	#DIV/0!	#DIV/0!	#DIV/0!	$ 2,609.44	$ 4,031.33	$ 3,689.68
Percentage of In-School Budget (Can not exceed 25% of Total Budget)							19.34%	80.66%	100.00%

OFFEROR'S NAME: Youth Development, Inc.

MOD4 - April 2020

STAFFING PLAN

					PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE
Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	WIOA Youth	Non - WIOA Programs	Total	WIOA Youth
Example: Supervisor	Las Cruces	Yes	$ 18.00	800	80%	20%	100%	$ 11,520.00
Vice-President	Albuquerque	No	$ 53.50	2,080	19%	81%	100%	$ 21,143.20
Associate Director	Albuquerque	No	$ 28.76	634	40%	60%	100%	$ 7,287.64
Program Manager	Las Cruces	Yes	$ 22.95	2,080	100%	0%	100%	$ 47,736.00
Program Manager	Las Cruces	Yes	$ 22.95	1,424	100%	0%	100%	$ 32,680.80
Career Advisor	Las Cruces	Yes	$ 15.67	1,704	100%	0%	100%	$ 26,701.68
Career Advisor	Las Cruces	Yes	$ 15.67	1,704	100%	0%	100%	$ 26,701.68
Career Advisor	Sunland Park	Yes	$ 15.67	1,704	100%	0%	100%	$ 26,701.68
Career Advisor	Lordsburg	Yes	$ 15.67	1,582	100%	0%	100%	$ 24,789.94
Career Advisor	Deming	Yes	$ 15.67	1,567	100%	0%	100%	$ 24,554.89
Career Advisor	Silver City	Yes	$ 15.67	1,704	100%	0%	100%	$ 26,701.68
Career Advisor	Socorro	Yes	$ 15.67	1,704	100%	0%	100%	$ 26,701.68
Career Advisor	Truth or Consequences	Yes	$ 15.67	1,704	100%	0%	100%	$ 26,701.68
Quality Assurance Practitioner	Las Cruces	No	$ 18.08	1,544	100%	0%	100%	$ 27,915.52
Business Practitioner	Las Cruces	Yes	$ 18.08	904	100%	0%	100%	$ 16,344.32
Quality Assurance Practitioner-Central Region	Las Cruces	No	$ 18.08	80	100%	0%	100%	$ 1,446.40
Youth Development Practitioner - Central Region	Las Cruces/Deming/Socorro	No	$ 18.08	80	100%	0%	100%	$ 1,446.40
Program Director	Las Cruces	Yes	$ 25.86	176	100%	0%	100%	$ 4,551.36
Business Practitioner	Las Cruces	Yes	$ 20.18	376	100%	0%	100%	$ 7,587.68
Program Director	Las Cruces	Yes	$ 39.18	376	90%	10%	100%	$ 13,242.84
Quality Assurance	Las Cruces	No	$ 19.58	376	100%	0%	100%	$ 7,362.08
Youth Devvelopment Practitioner	Las Cruces	Yes	$ 18.35	376	100%	0%	100%	$ 6,899.60
Youth Development Practitioner	Las Cruces	Yes	$ 18.35	376	100%	0%	100%	$ 6,899.60
Youth Development Practitioner	Sunland Park	Yes	$ 18.35	376	100%	0%	100%	$ 6,899.60
Youth Development Practitioner	Silver City	Yes	$ 18.35	376	100%	0%	100%	$ 6,899.60
Youth Development Practitioner	Socorro	Yes	$ 18.35	376	100%	0%	100%	$ 6,899.60
Youth Development Practitioner	Truth or Consequences	Yes	$ 18.35	376	100%	0%	100%	$ 6,899.60
Youth Development Practitioner	Lordsburg	Yes	$ 18.35	176	100%	0%	100%	$ 3,229.60
Youth Development Practitioner	Deming	Yes	$ 18.35	176	100%	0%	100%	$ 3,229.60
							0%	$ -
TOTAL								**$ 446,155.95**

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 64 ratifies the executive Committee's resolution to approve an amendment to Contract No. PY19-WIOA-02 between ResCare Workforce Services and the Southwestern Area Workforce Development Board for WIOA Adult & Dislocated Worker Services, and authorizes the Board Chair or Vice Chair to sign the contract amendment

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to ratify the Executive Committee's resolution to approve a contract amendment with ResCare Workforce Services. ResCare has requested a change to their profit incentive schedules and a budget adjustment request.
- ResCare has requested a change in one of the profit items (please view the **Contractual Obligations and Expenditure Rates sections** of the profit schedules) that require ResCare to expend 95% of their initial contract amount for both the Adult and Dislocated Worker programs by June 30, 2020. ResCare is requesting that the item be changed to a prorated item, instead of a pass/fail item because of the unprecedented effects of COVID – 19 in the workforce system.
- There are two profit incentive schedules; one for the Adult program; and the other for the Dislocated Worker program.
- The Adult program's schedule indicates that ResCare will "Expend not less than 95% of the contract amount by June 30, 2020" to earn $8,020.00. As of March 31, 2020, ResCare expended $1,650,480.42 of $2,750,642.00, 60% of the goal.
- The Dislocated Worker program's schedule indicates that ResCare will "Expend not less than 95% of the contract amount by June 30, 2020" to earn $4,080.00. As of March 31, 2020, ResCare expended $539,886.35 of $816,358.00, 66.13% of the goal.
- By changing the pass/fail requirement to prorated, the Board would agree to ResCare's request and receive a portion of the incentive.
- ResCare is also requesting a budget adjustment to transfer $190,850.00 from the Adult program to the Dislocated Worker program. This transfer applies to their operational line items. There is not an increase or decrease in the overall contract amount of $3,717,000.00. With this transfer, the board's budget would be updated accordingly to show the transfer of funds.
- If approved, the Board authorizes the Chair and Vice Chair to sign the amendment.

RECOMMENDATION

A motion to approve Resolution 19 – 64.

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Contract Modification; Profit Incentive Schedules

WIOA SERVICES	1. CONTRACT/MODIFACTION NO.	CONTRACT PERIOD
CONTRACT COVER SHEET	PY19-WIOA-02/No.4	July 1, 2019 - June 30, 2020

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

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

2. NAME OF PROVIDER	3. NAME OF PROVIDERS POINT OF CONTACT
Arbor E&T, LLC dba ResCare Workforce Services	Mark Douglass
ADDRESS 805 N. Whittington Pkwy	TITLE OF POINT OF CONTACT President
CITY, STATE & ZIP Louisville, KY 40222	TELEPHONE/FAX/EMAIL Phone: 714-349-9739 Fax: Email:

4. FUNDING TYPE(S) (Check those that apply) TITLE I	5. TYPE OF CONTRACT ACTION
☑ Adult	☐ New
☑ Dislocated Worker	☑ Modification/Amendment
☐ Youth	☐ Other
☐ Administration	

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$0.00	$2,900,642.00	$816,358.00	$0.00	$3,717,000.00

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	$2,900,642.00	$816,358.00	$0.00	$3,717,000.00

FOURTH AMENDMENT
TO THE
SUB RECIPIENT AGREEMENT No. PY19-WIOA-02
BETWEEN
SOUTHWESTERN WORKFORCE DEVELOPMENT BOARD
AND
ARBOR E&T, LLC dba RESCARE WORKFORCE SERVICES

This Contract Amendment to the Grant Agreement ("Agreement") is between the Southwestern Workforce Development Board (LWDB), and Arbor E&T, LLC dba Rescare Workforce Services (SUBRECIPIENT) under the Workforce Innovation and Opportunity Act (WIOA) Adult & Dislocated Worker Program.

WHEREAS, LWDB and SUBRECIPIENT are parties to the Agreement effective as of July 1, 2019; and

WHEREAS, the LWDB has reviewed the SUBRICIPIENT'S profit incentive schedules; and

WHEREAS, the Agreement contains provisions to allowing the modification of the Agreement when agreeable to both parties; and

NOW THEREFORE, in consideration of the forgoing premises, the LWDB and SUBRECIPIENT agree to the following on the effective date of this Contract Amendment, which is on the most recent date of signature of the LWDB and SUBRECIPIENT;

1. Budget Amount
   (a) Attachment A – Budget is removed from the current contract agreement and replaced with Attachment A-1 Amended Budget.

   Attachment A-1 reflects that:
   i. The WIOA Adult funds in the amount of $190,850.00 are transferred from the Adult program to the Dislocated Worker program.
   ii. The total contract amount of $3,717,000.00 remains unchanged.

2. Profit Incentive Schedules
   (a) The WIOA Adult and Dislocated Worker Profit Incentive Schedules are removed from the current contract agreement and replaced with Attachment B-1 Amended Profit Incentive Schedules for the WIOA Adult & Dislocated Worker programs.

Attachment B-1 reflects that:

iii. The Contractual Obligations and Expenditure Rates sections of the profit schedules that require ResCare to expend 95% of their initial contract amount for both the Adult and Dislocated Worker programs by June 30, 2020 are changed to prorated items, instead of a pass/fail items because of the unprecedented effects of COVID – 19 within the workforce system.

3. Modification

(a) Except as modified by this Amendment, the terms and conditions of the Agreement, remain in full force and effect.

LWDB SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD	SUBRECIPIENT RESCARE WORKFORCE SERVICES
By: _____	By:_____
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

WORKFORCE INNOVATION AND OPPORTUNITY ACT

WIOA - Adult and Dislocated Worker Services

Attachment A-1 - Cost Response Form - Proposed Budget

Sub-grant Number PY19 WIOA-1	Contract Period	ResCare Inc.
WIOA - Adult and Dislocated Worker Services	07/01/2019 - 6/30/2020	

Budget Category		Adult	Dislocated Worker	Total
Staff Salaries	Wage x % of Program			
See attached Staff Cost Plan	*See attached Staff Cost Plan*	$ 626,119	$ 324,297	$ 950,415
				$ -
Total Staff Salaries		$ 626,119	$ 324,297	$ 950,415
Fringe Benefits	Percentage or Cost			
FICA/Medicare	7.65%	$ 47,898	$ 24,809	$ 72,707
FUTA	0.30%	$ 822	$ 426	$ 1,248
SUTA	0.33%	$ 2,087	$ 1,080	$ 3,167
Workmans Comp. Ins.	3.43%	$ 28,049	$ 14,529	$ 42,578
Health Care Ins.	10.72%	$ 67,119	$ 34,764	$ 101,883
Retirement		$ 4,157.00	$ 5,348.00	$ 9,505
Total Fringe Benefits		$ 150,132	$ 80,956	$ 231,088
Travel	Descriptions			
Hotel	$150 per night	$ 2,371	$ 1,229	$ 3,600
Meals	$50 per meal	$ 988	$ 512	$ 1,500
Airfare	$750 per trip	$ 1,976	$ 1,024	$ 3,000
Rental Car	$300 per trip	$ 1,186	$ 614	$ 1,800
Mileage	$0.32 per mile	$ 13,193	$ 7,827	$ 21,020
				$ -
Total Travel		$ 19,714	$ 11,206	$ 30,920
Materials & Supplies	Descriptions			
Office Supplies	$1,038.36 per Employee	$ 15,049	$ 7,795	$ 22,844
Postage/Courier	$184 per month x 12 months	$ 1,454	$ 754	$ 2,208
TABE Testing	$2040 per year			$ -
Sales Tax	8.3125% x Total Funding	$ 76,656	$ 39,719	$ 116,375
				$ -
Total Materials & Supplies		$ 93,159	$ 48,268	$ 141,427
Property	Descriptions			
Furniture, Fixtures & Equipment				$ -
Total Facility Rental		$ -		$ -
Facility Rental	Descriptions			
Las Cruces	$900 per month for 12 months	$ 9,015	$ 4,511	$ 13,526
Sunland	1344.70 per month for 12 months	$ 12,530	$ 6,355	$ 18,885
Deming	$525 per month for 12 months	$ 6,051	$ 2,974	$ 9,025
Silver City	$600 per month for 12 months	$ 5,611	$ 4,314	$ 9,925
Business Office (Las Cruces)	15.53 Per Square foot - 1900 Sq Ft	$ 17,370	$ 8,809	$ 26,179
Socorro	14.99 Per Square foot - 467 Sq	$ 6,511	$ 3,214	$ 9,725
T or C		$ 5,889	$ 2,882	$ 8,771
Total Facility Rental		$ 62,977	$ 33,059	$ 96,036

Miscellaneous	Descriptions			
General & Professional Liability	$5.46 per $1,000 of revenue	$ 6,115	$ 3,167	$ 9,282
Cell Phone Stipend	$75 per month allowance for Cell Phone	$ 4,749	$ 2,451	$ 7,200
Community Outreach	$980 per month for 12 months	$ 7,745	$ 4,011	$ 11,756
Job Fairs				$ -
Dues & Subcriptions	$90 per quarter for 4 quarters	$ 237	$ 123	$ 360
Profit	9% of Operating Cost	$ 80,200	$ 40,800	$ 121,000
Equipment Rental	245.00 per month for 12 months	$ 1,979	$ 1,021	$ 3,000
Equipment Repair & Maint		$ 989	$ 511	$ 1,500
Total Miscellaneous		$ 102,014	$ 52,084	$ 154,098

Professional Services	Descriptions			
Audit	Audit Fee	$ 2,503	$ 1,297	$ 3,800
Payroll Services	$249 per month for FTE for 11FTEs	$ 1,806	$ 936	$ 2,742
User Fees	$384 per user for 15 users	$ 4,095	$ 2,165	$ 6,260
SaaS - SERA				$ -
Backgroung Check/Drug Screens	$70 per check for 12 checks	$ 553	$ 287	$ 840
Janitorial Services	545.00 per month for 12 months	$ 3,776	$ 2,764	$ 6,540
Sercuity Guard		$ 9,300	$ 2,700	$ 12,000
Total Professional Services		$ 22,033	$ 10,149	$ 32,182

Indirect Costs	Descriptions			
Indirect Costs	10.33% x operating costs	$ 94,546	$ 48,989	$ 143,534
				$ -
Total Indirect Cost Rate		$ 94,546	$ 48,989	$ 143,534

Participant Services	Number of Participants	Cost Per Particpant			
On-the-Job Training	108/31	7800	$ 975,000	$ 241,800	$ 1,216,800
Incumbent/Customized /Employee Training	5	2020	$ 10,100		$ 10,100
Individual Training Accounts	236/39	1600	$ 395,000	$ 62,400	$ 457,400
Career Services/Supportive Services	40/25	1500/1400	$ 60,000	$ 35,000	$ 95,000
Supportive Services			$ 99,000	$ 59,000	$ 158,000
					$ -
Total Participant Services			$ 1,539,100	$ 398,200	$ 1,937,300
TOTAL BUDGET EXPENSE			$ 2,709,793	$ 1,007,208	$ 3,717,000

DASHBOARD

AVERAGE PARTICIPANT AND PROGRAM OPERATING COSTS	Adult	DW	Total
Number of Participants	389	95	484
Average Cost per Participant (Participant Training + Program Operating Cost)	6,966	10,602	7,680
Average Cost per Participant (Participant Training)	3,957	4,192	4,003
Average Cost per Participant (Program Operating Cost Only)	3,009	6,411	3,677
Participant Training Percentage	45%	45%	45%

PROFIT INCENTIVES SCHEDULE

Attachment B-1 - Revised Schedule - Contract Amendment No.4
Arbor E&T, LLC dba ResCare Workforce Services - PY19

WIOA PROGRAM	*OPERATING COST	PROFIT INCENTIVE
Adult	$ 1,281,342.00	$ 80,200

*Operating Cost less Profit

PROFIT INCENTIVE GOALS - WIOA ADULT PROGRAM

Outreach (Prorated)	Target	Percentage Allocation	Amount
Employer	500	3%	$ 2,406.00
Job Seekers	900	3%	$ 2,406.00
Agricultural Employers	100	3%	$ 2,406.00
Agricultural Farmworkers	60	3%	$ 2,406.00
Total		12%	$ 9,624.00

Small Community Participant Training Expenditures (Prorated)				
Catron	$	22,000	4%	$ 3,208.00
Grant	$	173,000	4%	$ 3,208.00
Hidalgo	$	27,000	4%	$ 3,208.00
Luna	$	150,000	4%	$ 3,208.00
Sierra	$	69,000	4%	$ 3,208.00
Socorro	$	104,000	4%	$ 3,208.00
Total	**$**	**545,000**	24%	$ 19,248.00

Performance Measures (Pass or Fail)				
Employment Rate - 2nd Qtr after Exit		78%	5%	$ 4,010.00
Employment Rate - 4th Qtr after Exit		79%	5%	$ 4,010.00
Median Earnings - 2nd Qtr after Exit	$	7,600	5%	$ 4,010.00
Credential Attainment		61%	5%	$ 4,010.00
Customer Satisfaction Rate		85%	4%	$ 3,208.00
Total			24%	$ 19,248.00

Contractual Obligations and Expenditure Rates			
Obligate not less than 80% and Expend 40% of the contract amount by March 31, 2020. (Pass/Fail)	30%	$	24,060.00
Expend not less than 95% of the contract amount by June 30, 2020 (Prorated)	10%	$	8,020.00
Total	40%	$	32,080.00

Overall Total	**100%**	**$**	**80,200.00**

(1) Profit incentives will be reported quarterly not later than October 15, 2019, January 15, 2020, April 15, 2020, and July 15, 2020. A one time (year-end) payment for the profit incentives will be paid no later than August 31, 2020.

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

(3) Performance Measures are defined and measured in accordance to TEGL 10-16, Change 1 (Performance Accountability Guidance for Workforce Innovation and Opportunity Act (WIOA) Title I, Title II, Title III, and Title IV Core Programs) and will be measured and reported using the New Mexico Workforce Connection Online System.

(4) The Contractual Obligations and Expenditure Rates are based on the PY19-WIOA-02 contract amendment No. 1 Adult amount of $2,750,642.00.

PROFIT INCENTIVES SCHEDULE

Attachment B-1 - Revised Schedule - Contract Amendment No.4
Arbor E&T, LLC dba ResCare Workforce Services - PY19

WIOA PROGRAM	OPERATING COST	PROFIT INCENTIVE
Dislocated Worker	$ 377,358.00	$ 40,800

PROFIT INCENTIVE GOALS - WIOA ADULT PROGRAM

Outreach (Prorated)	Target	Percentage Allocation	Amount
Employer	500	3%	$ 1,224.00
Job Seekers	900	3%	$ 1,224.00
Agricultural Employers	100	3%	$ 1,224.00
Agricultural Farmworkers	60	3%	$ 1,224.00
Total		12%	$ 4,896.00
Small Community Participant Training Expenditures (Prorated)			
Catron	$ 5,000	4%	$ 1,632.00
Grant	$ 35,000	4%	$ 1,632.00
Hidalgo	$ 6,000	4%	$ 1,632.00
Luna	$ 88,000	4%	$ 1,632.00
Sierra	$ 14,000	4%	$ 1,632.00
Socorro	$ 20,000	4%	$ 1,632.00
Total	**$ 168,000**	24%	$ 9,792.00
Performance Measures (Pass or Fail)			
Employment Rate - 2nd Qtr after Exit	73%	5%	$ 2,040.00
Employment Rate - 4th Qtr after Exit	60%	5%	$ 2,040.00
Median Earnings - 2nd Qtr after Exit	$ 7,200	5%	$ 2,040.00
Credential Attainment	68%	5%	$ 2,040.00
Customer Satisfaction Rate	85%	4%	$ 1,632.00
Total		24%	$ 9,792.00
Contractual Obligations and Expenditure Rates (Pass or Fail)			
Obligate not less than 80% and Expend 40% of the contract amount by March 31, 2020. (Pass/Fail)		30%	$ 12,240.00
Expend not less than 95% of the contract amount by June 30, 2020 (Prorated)		10%	$ 4,080.00
Total		40%	$ 16,320.00
Overall Total		**100%**	**$ 40,800.00**

(1) Profit incentives will be reported quarterly not later than October 15, 2019, January 15, 2020, April 15, 2020, and July 15, 2020. A one time (year-end) payment for the profit incentives will be paid no later than August 31, 2020.

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

(3) Performance Measures are defined and measured in accordance to TEGL 10-16, Change 1 (Performance Accountability Guidance for Workforce Innovation and Opportunity Act (WIOA) Title I, Title II, Title III, and Title IV Core Programs) and will be measured and reported using the New Mexico Workforce Connection Online System.

(4) The Contractual Obligations and Expenditure Rates are based on the PY19-WIOA-02 contract amendment No. 1 Dislocated Worker amount of $816,358.00.

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 65 ratifies the Executive Committee's resolution to approve a contract grant agreement with the New Mexico Department of Workforce Solutions and the Southwestern Area Workforce Development Board to provide Workforce Innovation and Opportunity Act services from July 1, 2020 through June 30, 2022, and authorizes the Chair or Vice Chair to sign the agreement

SUMMARY OF AGENDA ITEM

- This resolution is presented for your consideration to ratify the Executive Committee's resolution to approve the contract grant agreement with the New Mexico Department of Workforce Solutions to provide WIOA services beginning July 1, 2020 through June 30, 2022.
- On an annual basis, the Board receives a contract to fund workforce training services, under Title I of WIOA, in the Southwestern area of New Mexico. This is commonly referred as "our feeder contract".
- The contract amount is for $5,514,020.00. With these funds, all other sub-recipient contracts for the program year are funded with these funds.

RECOMMENDATION

A motion to approve Resolution 19 – 65.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Grant Agreement

GRANT AGREEMENT

1. AGREEMENT TYPE:	GRANT AGREEMENT NO:	AGREEMENT DURATION:
[X] PY Allocation [X] FY Allocation [ ] Modification [ ] Modification Other	20-004-PY20 MODIFICATION NO.:	FROM: July 1, 2020 TO: June 30, 2022

2. TERMS: This Agreement is made and entered into by the New Mexico Department of Workforce Solutions (NM DWS), State Administrative Entity, hereinafter referred to as the **GRANTOR** and SOUTHWEST AREA Local Workforce Development Board referred to as the **LWDB**. LWDB agrees to deliver Workforce Innovation and Opportunity Act (WIOA) services in the State of New Mexico pursuant to the provisions of the 2014 WIOA, attendant Federal Regulations, and in accordance with the provisions of this Agreement.

GRANTOR NAME:	*LOCAL BOARD NAME:*
NM DEPARTMENT OF WORKFORCE SOLUTIONS	*SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD*
CONTACT NAME AND TITLE (Print): *MARGARITO ARAGON, OPERATIONS & PERFORMANCE MANAGER*	*CONTACT NAME AND TITLE (Print):* *JOSHUA OROZCO, BOARD CHAIR* *STEVE DURAN, WIOA ADMINISTRATOR*
ADDRESS: *PO BOX 1928, ALBUQUERQUE, NM 87103* *401 BROADWAY NE, ALBUQUERQUE, NM 87102*	*ADDRESS:* *PO Box 1072* *Elephant Butte, NM 87935*
TELEPHONE/FAX/EMAIL ADDRESS: *(505) 841-9559* *Margarito.Aragon@state.nm.us*	*TELEPHONE/FAX/EMAIL ADDRESS:* *(575) 744-4857* *sduran@sccog-nm.com*

3. Modification. The purpose of this modification is to:
This Modification: **Increases** **Decreases** □ **Does not change** funds previously obligated by (+ or -)

FROM $ **TO:**

4. Funding: The Grantor, via this Agreement and the attached Scope of Work (See Attachment A-J) obligates to Local Board **$ 5,514,020.00.**

Program Year 2020 Allocation

	Adult CFDA: 17.258	Dislocated Worker CFDA: 17.278	Youth CFDA: 17.259	Total
Program	**205,789**	**345,280**	**1,839,130**	**2,390,199**
Administration	**22,865**	**38,364**	**204,348**	**265,577**
Total	**228,654**	**383,644**	**2,043,478**	**2,655,776**

Fiscal Year 2021 Allocation

	Adult CFDA: 17.258	Dislocated Worker CFDA: 17.278		Total
Program	**1,026,894**	**1,545,526**		**2,572,420**
Administration	**114,099**	**171,725**		**285,824**
Total	**1,140,993**	**1,717,251**		**2,858,244**

Workforce Innovation and Opportunity Act (WIOA)

Grant Agreement - Program Year 2020

PART 1 - GRANT AGREEMENT PROVISIONS

I. BACKGROUND

This is an enforceable agreement with mutual consideration, known to the United States Department of Labor (USDOL) as a Grant Agreement (Agreement). The parties to this Agreement are the New Mexico Department of Workforce Solutions (NMDWS) acting as the State Administrative Entity (SAE), the Chief Elected Officials (CEOs) and the Local Workforce Development Boards (LWDB). The parties enter into this Agreement pursuant to the Workforce and Innovation and Opportunity Act (WIOA).

The purpose of the WIOA includes:

- Increasing access to and opportunities for the employment, education, training, and supportive services that individuals need, particularly those with barriers to employment by implementing a customer-focused one-stop delivery system;

- Enhancing and increasing innovative strategies to improve the coordination among the key core programs that support employment, education and literacy and vocational rehabilitation activities through the alignment of systems, in support of a comprehensive, accessible, and high-quality workforce development system;

- Improve the quality and labor market relevance of workforce investment, education, and economic development efforts;

- Promoting improvement in the structure and delivery of services; and

•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

NMDWS WIOA Priorities and Vision

- **Broader and deeper partnerships** with workforce system organizations and agencies to align opportunities for employment, education, training and support services that individuals need, particularly those with barriers to employment.
- **More strategic State and Local Boards** focused on aligning local plans to implement the vision and direction defined through the Combined Four-Year State Plan.
- **Sector Strategies and Career Pathways** – used to shape and define career pathways within talent pipeline. The one-stop system is responsive to the ever-evolving economic environment and provides customized services that are reflective of business and talent needs. This includes the program and services of partner agencies who are also located in the one-stop center for program alignment and service integration.

- **Regionalism** – Assuring services are coordinated and aligned through local workforce development plans with the economic development regions statewide to meet the growing diversity of the workforce population as economies become more global and competition increases the pressure for production, specifically the timing and availability and skill base of the workforce
- **Service value and integration** – Improving the quality and labor market relevance of workforce investment, education and economic development for the communities linked to service areas; increasing awareness and confidence of workforce service delivery and impact of partnership across agencies as a mechanism to leverage funds and customer/business experience
- **Focus on competition and quality** – Promoting improvement in the structure and delivery of services; implementing continuous quality improvement strategies to evaluate effectiveness and impact and to understand when change is needed to improve outcomes.

The Governor of the State of New Mexico has received a grant from USDOL to administer WIOA funding. The Governor has authorized NMDWS, as Grantor under this Agreement, to award and oversee allocations of these funds to the LWDB. The WIOA grant authorizes the LWDB to coordinate activities to organize and facilitate the delivery of employment and training programs consistent with the WIOA, the New Mexico Combined Four-Year State Plan, the local plan and this Agreement. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

1.1 Duties and Obligations of SAE:

The New Mexico Department Workforce Solutions (NMDWS) shall serve as the State Administrative Entity (SAE) for the WIOA on behalf of the Governor of New Mexico. As the SAE, NMDWS provides staff support to the State Workforce Development Board (SWDB) and shall be responsible for the day-to-day fiscal, program administration, and oversight of the WIOA in New Mexico. The SAE will provide administrative direction to the LWDB through the development and distribution of federal and state WIOA program guidance, state policies and rules, technical assistance guidance and guidance letters. The SAE will also provide ongoing program and fiscal monitoring to assure compliance with federal and state policies and regulations for WIOA. The SAE is also responsible for coordinating technical assistance, training and other support necessary to promote LWDB successful implementation of WIOA.

1.2 Duties and Obligations of the Local Chief Elected Officials:

The chief elected officials (CEOs), in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of the grant funds allocated to the local area workforce development board, unless the chief elected officials reach an agreement with the Governor, for the Governor to act as the local grant recipient and bear such liability.

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

The CEO's are required to meet at a minimum of twice annually to review program and fiscal activities, provide leadership and guidance to the LWDBs, and support LWDB membership.

The CEOs, together with the LWDB, are charged with making policy decision for their area to address the workforce needs of their citizens and residents. The CEOs are responsible for WIOA Title I grant funds that are awarded to a local area. When an area is composed of multiple jurisdictions under more than one CEO, the CEOs must issue a written agreement that specifies the liability for their individual jurisdictions. The primary responsibilities of the CEOs include:

- Serving as grant recipients holding fiscal responsibility for workforce funds;
- Authority to appoint a fiscal agent while remaining responsible for grant funds;
- Appointing local workforce development board members along with the discretion to appoint additional board members subject to Governor's certification requirements (20CFR 679.350).
- Creating by-laws that govern the local workforce development board;
- Approving local workforce development board budget
- Entering into agreements with other authorities the local workforce area has more than one unit of government to establish process for designation of Lead CEO, local allocation formulas to assure coverage for counties served by local area;
- Requesting local area designation by the Governor and consulting during the decision-making process;
- Consulting with the Governor in case of local board reorganization or decertification;
- Reviewing policies that respond to changes in the local economy and recommending alignment and streamlining goals for the system.

The CEOs oversee the operations of the local one-stop center network and develops and submits a regional plan in coordination with the local board members and other partners of the associated coverage area. The regional plan describes the combined activities, if any, undertaken by the LWDB(s) and their partners as described in their local plans.

In addition, the CEOs approve the budget and cost allocation plan for the local workforce centers as well as the selection of the one-stop operator following the competitive procurement process.

1.3 Effective Date and Term:

This Agreement shall be effective upon signature of the designated local area CEO, Chairperson of the contracting LWDB (or their respective designees), and the NMDWS Cabinet Secretary (or their respective designee). Performance of the Agreement shall commence upon signature and terminate no later than June 30, 2022, unless terminated earlier pursuant to the terms of this Agreement.

1.4 Funding:

The SAE will allocate WIOA funds for services to youth, adults, and dislocated workers based on the USDOL-mandated formulas referenced in USDOL Training and Employment Guidance Letter TEGL 16-19 Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the LWDB does not expend within the specified period are subject to reversion to the State pursuant to applicable law. Additionally, the SAE 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.

In the event the USDOL reduces funding for the current year or retroactively, a unilateral modification to the Agreement will be executed.

Upon receipt of a fully executed Agreement and all required attachments, the funds will be made available to the LWDB. 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.

PART 2 - ADMINISTRATIVE STANDARDS AND PROCEDURES

Maintenance of Integrity in the Expenditure of Public Funds under Penalty of Law:
LWDB 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 Agreement, the LWDB, its executive staff, and its 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.

2.1 **Expenditure Authorization Procedures:** LWDB agrees to abide by SAE rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.

A. Prior to the expenditure of any funds, the LWDB shall establish detailed accounting codes to be used to track the expenditure of funds under this Agreement and develop and submit quarterly fiscal reports to the SAE, and SWDB.

B. LWDB will establish and maintain updated local fiscal policies and procedures for their sub-grantees that will ensure compliance with applicable federal and state laws. LWDB shall comply with, and enforce, whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.

C. LWDB may submit a Cash Request Form to the NMDWS to drawdown funds for allowable costs as stated in 2 CFR 200 Subpart E – Cost Principles.

D. **Expenditure Limitations:** SAE shall not be liable for expenditures made in violation of the legal authorities cited in this Agreement, or any other law or regulation applicable to a specific service performed under the grant.

i. SAE shall not be liable for any costs incurred by the local board in the performance of a grant which have not been billed to the NMDWS within the contract closeout period.
ii. The LWDB agrees that all funds provided throughout the grant, including funds expended under subawards or subcontracts, shall be expended for authorized activities only.
iii. The LWDB understands and agrees that it shall repay to the SAE any funds determined to be expended in violation of the terms and conditions of the grant.

The LWDB shall be liable for such funds and shall repay such funds even if a Board's subrecipients or subcontractors made the improper expenditure.

iv. Resolution of Disallowed Costs:
   (1) First Priority: The LWDB shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the SAE.
   (2) Second Priority: The LWDB shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the SAE.
   (3) Third Priority: The LWDB shall use available stand-in costs to resolve the disallowed costs or other liability to the SAE.

v. All repayments made by the LWDB shall be from non-federal and non-state funds within thirty (30) calendar days after demand or legal action could result to recover such funds and/or additional costs.

E. LWDB acknowledges that USDOL, the SAE, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the LWDB and its sub-grantees fiscal systems, as referenced in 2 CFR 200.302, Fiscal Management, assure compliance with state and federal fiscal management guidelines, policies, and procedures.

2.2 Modification Procedures:

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 wavier(s) by the USDOL. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change; unless such change results from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to this Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.

A. The parties to this Agreement may modify the budget in accordance with State policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, LWDB may begin work related to the modification.

B. If changes in labor market conditions, funding, or other factors require substantial deviation from an approved local plan, then CEO's and LWDB shall submit a modification of such plan which shall be subject to review by the SAE.

C. All modifications must include a clear and specific justification to ensure transparency as stated in TEGL 19-14.

2.3 Reporting Requirements:

A. **Financial:** LWDB shall comply with the established policy as set forth by the SAE regarding fiscal reporting requirements, including the tracking and reporting of stand-in costs and program income as defined in 2 CFR 200.80. Monthly Financial Reports must use the required NMDWS format. An electronic copy of the Monthly Financial Status Report complete with signature must be submitted to NMDWS by the 20th day following the last day of each month. Original copies must be retained by the LWDB fiscal agent.

B. **Program:** LWDB shall comply with the goals and objectives identified within the LWDB's approved local plan. Quarterly Program Reports must use the required format of Exhibit G. An electronic copy of the Quarterly Program Report must be submitted to NMDWS by the 45th day following the last day of each month. LWDB shall be required to meet all identified performance measures, as negotiated with the SAE, as well as the, goals and benchmarks identified within each local plan, federal and state directives and the scope of work contained in this Agreement.

2.4 Maintenance of Funds in Appropriate Financial Institutions:

LWDB and its sub-grantees, if any, shall maintain all funds in cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage. There must be adequate fidelity bonding for insurance coverage where FDIC lacks sufficient coverage as per CFR 200.304.

2.5 Payment Contingency:

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

2.6 Performance Standards:

Performance accountability is critical to the State's vision for talent development, economic growth and expanding partnerships with employers across the state's key industries. To reflect the strategic priorities of New Mexico, cultivating highly effective Local Workforce Development Boards requires the adoption of an additional set of performance measures and applying these measures, as well as those required under WIOA, to a broader number of programs. The additional performance standards will increase transparency and accountability, ensure continued quality improvement in the workforce system, increase training and development of LWDBs and their sub-recipients as well as actively support sector strategy development in the workforce regions. Additionally, New Mexico will make performance data on workforce development programs accessible to workforce decision-makers, the State Workforce Board and the public.

Performance Measures:

- **Measure #1**
  The full Local Workforce Development Board must meet, with a quorum, once a calendar quarter. The Local Administrative Entity will be required to notify the NMDWS when public notice of the meetings is posted. NMDWS will develop a quarterly report which will allow the department to track the number of meetings with quorum during the quarter. At the end of the program year the NMDWS will review the quarterly reports to ensure the annual measure is met.

- **Measure #2**
  The Local Elected Officials must meet, with a quorum, twice a program year. The Local Administrative Entity will be required to use NMDWS quarterly report in Exhibit G to track the number of meetings with quorum during the quarter. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.
- **Measure #3**
  Local Elected Official and Local Workforce Board draft meeting minutes must be posted and publicly available with 10 working days of the meeting in accordance with the Open

Meetings Act. The Local Administrative Entity will be required to use the NMDWS quarterly report in Exhibit G to track the date of the meeting, date of the draft minutes posting and date of approved minutes posting during the quarter. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.

- **Measure #4**
  The Local Administrative Entity is required to report progress on performance outcomes quarterly using a quarterly report form developed by NMDWS. Using Exhibit G, The Local Administrative Entity will be required to compile and submit the NMDWS quarterly report to the department 45 days after the end of the quarter. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.
- **Measure #5**
  All Board Members, Administrative Staff, Fiscal Staff and One stop Operator Staff will be required to complete 10 hours of continuing education credits a program year. NMDWS will make available opportunities for continuing education but will encourage the local boards to identify training or education opportunities to meet their diverse regions. The Local Administrative Entity will be required to use NMDWS quarterly report in Exhibit G to track the number of continuing education credits and the percent progress for each job function during the quarter. At the end of the program year the LWDB Administrator will be required to provide a roster indicating the staff, job function and continuing education credits achieved. NMDWS will review the roster to ensure the annual measure is met.
- **Measure #6**
  The Local Workforce Development Board will be required to actively support two sector strategies a year. The Local Workforce Board will be required to use the NMDWS quarterly report in Exhibit G to provide the department with a narrative of the activities the local area has engaged in during the quarter. At the end of the program year the Department of Workforce Solutions will review the quarterly reports to ensure the annual measure is met.

- **Measure #7**
  The Local Workforce Development Board will be required to meet goals on the number of individuals receiving services for WIOA Title I programs. The Local Administrative Entity will be required to use the Exhibit G quarterly report to track the number of individuals receiving services by WIOA Title I categories. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.
- **Measure #8**
  The Local Workforce Development Board will be required to meet a percent increase of individual receiving services from all core programs (WIOA Title I, II, III and IV). The Local Administrative Entity will be required to use the NMDWS Exhibit G Quarterly Report to track the program year cumulative participants served from the past program year, the current program year and the percent change between the program years. At the end of the program year the Department of Workforce Solutions will review the quarterly reports to ensure the annual measure is met.
- **Measure #9**
  Each Local Workforce Development Board shall comply with federal performance measures negotiated with the SAE. Upon request by the SAE, LWDB shall provide such data as the SAE may request for purposes of evaluating LWDB's compliance with performance requirements. LWDB 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. LWDB shall perform any necessary data collection and evaluation for such additional local standards. The SAE recognizes that the LWDB has the authority and discretion to add additional local standards to NMDWS's minimum performance standards so long as those local standards are not inconsistent with federal or state law, this Agreement, or written policies established by NMDWS.

PART 3 - CONFIDENTIALITY, DATA MANAGEMENT, RECORD MAINTENANCE, & AUDITING

3.1 Data Access and Automation Requirements:

Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP, ACH Network, etc. LWDB 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.

LWDB agrees to 1) maintain computer equipment to ensure connectivity with the Workforce Connection On-Line System; 2) adhere to the requirements set forth in applicable state policy; and 3) use a common management information system as determined by NMDWS and require providers to also utilize it as the primary management information system. Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures. Direct data exchanges can be established upon request if such exchanges support the purposes of this Agreement and are approved by the SAE and NMDWS Chief Information Officer.

3.2 Retention of Records:

LWDB and any sub-grantees shall retain all such records in accordance with federal regulations and State record retention laws.

A. **Fiscal Records**: In addition to any requirements imposed elsewhere in this Agreement, LWDB 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 SAE to audit and monitor the LWDB at any time as deemed appropriate by the SAE. All such records, documents, communications, and other materials shall be the property of the State and shall be maintained by LWDB in a central location as custodian for the State.

B. **Fixed Asset and Inventory Maintenance**: LWDB shall adhere to the requirements for maintenance of fixed assets in accordance with State rules and regulations.

C. **Retention of Complaint Records:** LWDB, and any sub-grantees, 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. LWDB will immediately notify SAE upon receipt of any complaints to obtain technical assistance in the resolution of such complaints, and to ensure resolution within established time frames. If pending litigation,

an audit, or a claim involving a LWDB 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.

3.3 Confidentiality of Records:

LWDB 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 LWDB, or third-party agents of LWDB, shall constitute good cause for the SAE to cancel this Agreement, without liability to the State. Any State waiver of an alleged breach of confidentiality by LWDB, or third-party agents of LWDB, does not constitute a waiver of any subsequent breach by LWDB, or third party agents of the LWDB.

3.4 Ownership of Materials, Information, Data, Computer Software, Documentation, Studies, and Evaluations:

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

Public Law 115-31, Division H, Title V, Section 505, stipulates when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal funds, all non-Federal entities receiving Federal funds must clearly state:

1. The percentage of the total cost of the program or project which will be financed with Federal funds,
2. The dollar amount of Federal funds for the project or program, and
3. The percentage and dollar amount of the total costs of the project or program financed by non-governmental sources.

Federal Award Terms, WIOA Program Adult/Dislocated Worker/Youth – PY 2020/FY2021, Section 12, Appropriations Requirements, j. Requirement to Provide Certain Information in Public Communications stipulates the Public Law 115-31, Division H, Title V, Section 505 requirement. This requirement is separate from those in 2 CFR 200 and, when appropriate, grant recipients must comply with both.

3.5 Confidentiality of Data:

A. **Computer Matching and Privacy Protection Act (CMPPA) Agreement:** The LWDB 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 NMDWS. The LWDB will not duplicate, disseminate, or disclose such data without first obtaining through NMDWS, SSA's prior written approval. A copy of the CMPPA and IEA are available from NMDWS upon request.

B. The LWDB understands that access, use or discloser 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.

C. Information Technology 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.

D. Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.

3.6 Compliance with Applicable Audit Requirements:

LWDB 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 of the OMB Uniform Guidance Regulations, USDOL Exception at 2 CFR 2900.2 and the New Mexico State Auditor requirements. LWDB 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 SAE within 90 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.

3.7 Rights of Inspection:

In accordance with federal regulations, the 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 such documents may last beyond the prescribed period of record retention in accordance with State record retention laws.

3.8 Financial and Performance Monitoring:

A. LWDB shall permit the 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 LWDB.

B. LWDB shall review the findings of the SAE, or its representatives, and shall act promptly, under direction of the SAE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the SAE may impose sanctions or terminate this Agreement.

PART 4 - ASSURANCES

4.1 Compliance with Certain Laws:

LWDB assures and certifies that in administering programs under this Agreement that it will fully comply with the WIOA, 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:

- State policy, SAE rules, program information notices or technical assistance guides;
- The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
- The Wagner-Peyser Act of 1933;
- The Civil Rights Act of 1964, Title VII;

- Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
- 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);
- Americans with Disabilities Act of 1990;
- The Hatch Act;
- Child Labor Laws;
- Occupational Safety and Health Act (OSHA);
- Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
- Social Security Act;
- Military Selective Services Act;
- Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);
- Fair Labor Standards Act;
- New Mexico Procurement Code and New Mexico Governmental Conduct Act;
- Equal Opportunity Provisions of the WIOA and Civil Rights Act;
- Age Discrimination Act of 1975;
- New Mexico Human Rights Act;
- Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305); and
- 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.

PART 5 - TERMINATION

5.1 Termination for Effectiveness:

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., become SAE property, and LWDB shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the Agreement is terminated by SAE as provided herein, LWDB 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.

LWDB 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 as 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.

5.2 Termination for Default (Cause):

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., become SAE property, and LWDB shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. LWDB shall be obligated to return any payment advanced under the provisions of this Agreement.

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 SAE withhold any payment to LWDB for the purposes of mitigating its damages until such time as the exact amount of damages due to the SAE from LWDB is determined.

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.

5.3 Remedies Other Than Termination for Default:

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. Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, 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 LWDB until necessary services or corrective actions are satisfactorily completed by the LWDB, or withholding of provision of further performance by LWDB until necessary performance or corrective actions are satisfactorily completed by SAE;

C. Denial of payment for those services or obligations of LWDB which, have not yet been performed, and which, due to circumstances caused by LWDB, 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 State because of the LWDB's actions; and

D. Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

PART 6 - ADDITIONAL PROVISIONS

6.1 Conflict of Interest:

The LWDB, and sub-grantees, 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. Code of Conduct and Conflict of Interest forms must be renewed annually by all active board and staff members. No employee, officer or agent of LWDB or 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 LWDBs, sub-grantee, or officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from LWDBs, potential LWDBs, or parties to sub-Contracts. LWDB 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. LWDB shall comply with the disclosure requirements of the Conflict of Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

6.2 Insurance:

A. LWDB 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 LWDB shall provide certificates showing adequate insurance coverage to the SAE with the signed Agreement.

B. The State of New Mexico shall be named as additional insured on all liability policies.

C. The insurance shall include provisions preventing cancellation without 60 days prior notice to the SAE by certified mail.

6.3 Notice of Pending Litigation:

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

6.4 Certifications:

By signing this Agreement, LWDB agrees to provide, comply with, and execute the certifications attached to this Agreement.

6.5 Exhibits:

The original Agreement exhibits are incorporated into this Agreement and the LWDB agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:

Exhibit A - Assurances and Certifications
Exhibit B - Liability & Bonding Insurance
Exhibit C - Indirect Cost Rate Agreement
Exhibit D - Budget Information Summary

Exhibit E - Information Request Form
Exhibit F - Scope of Work

6.6 Liability:
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.

Grantor:

By: _____ Date: _____
Bill McCamley, Cabinet Secretary
Department of Workforce Solutions

By: _____ Date: _____
Westley Logan, Acting General Counsel
Department of Workforce Solutions

By: _____ Date: _____
Sara Brownstein, Chief Financial Officer
Department of Workforce Solutions

Grantee:

By: _____ Date: _____
Mayor Ken Miyagishima, City of Las Cruces
Lead Chief Elected Official

By: _____ Date: _____
Joshua Orozco, Board Chair
Southwest Area Local Workforce Development Board

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS
FOR PROGRAM YEAR 2020-2022

By signing the Agreement and on the line below, the Grantee's signatory officials are providing the certifications and assurances referenced therein as detailed in the attached documents.

LOCAL WORKFORCE DEVELOPMENT BOARD

By: _____ Date: _____
Mayor Ken Miyagishima, City of Las Cruces
Lead Chief Elected Official

By: _____ Date: _____
Joshua Orozco, Board Chair
Southwest Area Local Workforce Development Board

ASSURANCES AND CERTIFICATIONS

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

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

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

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

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

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

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

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

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

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

C. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

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

v. The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:

c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted –

i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or;

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. **NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

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

a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;

b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

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

3. FINANCIAL CAPABILITY CERTIFICATION

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

b. The Grantee certifies the organization has the fiscal capability of providing services pending payment or reimbursement.

c. The Grantee certifies the organization has resolved all questioned/disallowed costs from prior monitoring or audit reviews.

d. The Grantee certifies all prior year audits have been resolved.

EXHIBIT B
LIABILITY & BONDING CERTIFICATE
Attach current Insurance Policy

EXHIBIT C
INDIRECT COST RATE AGREEMENT

LWDB must have an agreement of an indirect cost between the local boards and SAE. If an LWDB has an approved indirect cost agreement with a federal cognizant agency, the local board may use this rate as part of their agreement with the SAE. If the local board does not have an approved indirect cost agreement with a federal cognizant agency, the local board may negotiate one with the SAE that both parties agree upon. Also, the LWDB may opt to have a de minimis rate of 10%. Alternatively, the local board may elect to not charge indirect cost, and if so, this election must be documented as a part of the indirect cost rate agreement. Requirements related to indirect cost rates are specified in **2 CFR 200.331. Key provisions include the following:**

2 CFR 200.331 (a)(4) - An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity (SAE) and the subrecipient (LWDBs), or a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f);

2 CFR 200.331 (f) - In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

EXHIBIT D
BUDGET INFORMATION SUMMARY (BIS)

See Instructions for required budget information following this page.

EXHIBIT E
INFORMATION REQUEST FORM

Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM

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

Part I.

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

To Be Completed by Subcontractor * - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

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

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

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name: _____

Subcontractor's Physical Address: _____

City: _____

State: _____

Zip+4: _____

Congressional District: _____
Subcontractor's Primary Performance Location:

Address: _____

_____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

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

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

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

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

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

Name and Compensation

1._____ $_____

2._____ $_____

3._____ $_____

4._____ $_____

5._____ $_____

Subcontractor Contact Information (person completing form):

_____ _____ _____
Type Name Title Date

Entity Email Address: _____

EXHIBIT F
SCOPE OF WORK

WORKFORCE INNOVATION AND OPPORTUNITY ACT
ADULT, DISLOCATED WORKER, YOUTH, AND ONE-STOP OPERATOR SERVICES

SECTION I - PURPOSE

The purpose of this Scope of Work (SOW) is to provide guidance and direction regarding the administration and operational implementation of the provisions of the Workforce Innovation and Opportunity Act (WIOA) including Adult, Dislocated Worker and Youth program services and required partnership engagement activities with agencies and organizations involved in the workforce system. The Local Workforce Development Board (LWDB) is responsible for developing and implementing a strategy to continuously improve and strengthen the workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs to promote economic growth. Local board members must actively facilitate and collaborate closely with the required and other partners of the workforce development system, including public and private organizations. This is crucial to the Local board's role to integrate and align a more effective, job-driven workforce development system capable of developing talent pipelines through sector strategies using career pathways approaches and models, and business engagement and outreach. The Local board must facilitate an Infrastructure Facility Agreement (IFA) for the comprehensive one-stop center(s) and/or Resource Sharing Agreements (RSA) for affiliate site(s) as required by WIOA. The LWDB must work to develop a comprehensive and high-quality workforce development system by collaborating with its workforce partners, education and training providers, and economic development regional staff to improve and align programs under WIOA.

SECTION II – APPLICABLE CONTRACT AUTHORITIES

The Board shall implement this Grant Award and Agreement in compliance with the provisions of, but not limited to, the following:

- Workforce Innovation and Opportunity Act (Pub. L 113-128);
- Office of Management and Budget (OMB) Uniform Guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200;
- U.S. DOL, 29 CFR Part 38, WIOA Section 188, Implementation of the Nondiscrimination and Equal Opportunity Provisions;
- all other applicable federal statutes and regulations;
- all applicable state laws and rules;
- all applicable State Technical Assistance Guidance;
- approved New Mexico WIOA State Combined Plans, including modifications; and
- approved Local Workforce Development Board Plans, including modifications.

Note: For a comprehensive list of all current State guidance and policy members visit www.dws.state.nm.us.

SECTION III – WORKFORCE SYSTEM GOVERNANCE

The key entities involved in the governance of the workforce system and implementation of the Workforce Innovation and Opportunity Act at both the state and local level consist of the Governor, State Workforce Development Board, New Mexico Department of Workforce Solutions (NMDWS) acting as the State Administrative Entity, Chief Elected Officials, Local Workforce Development Boards, and their respective staffs.

State Governance

The Governor, as required by WIOA, has appointed a State Workforce Development Board to provide vision and direction for the workforce system and make recommendations to the Governor regarding the workforce system and its overall effectiveness.

Through Executive Order, the Governor has designated the New Mexico Department of Workforce Solutions (NMDWS) as the lead agency, called the State Administrative Entity (SAE), responsible for overseeing all administrative functions on behalf of the Governor and the State Workforce Development Board for the operational implementation of WIOA in New Mexico.

As the SAE, NMDWS serves as the pass-through entity that allocates WIOA federal funds to the four local workforce development areas, also designated by the Governor, based on U.S. Department of Labor-mandated formulas for Local Workforce Development Boards to provide services to adults, dislocated workers, and youth. Allocated funds are used for the facilitation and coordination of services for adult, dislocated workers and youth in partnership with required partner agencies and organizations.

NMDWS monitors the boards to ensure resources are efficiently and effectively used for authorized purposes, and are protected from waste, fraud, and abuse. NMDWS also provides administrative and operational direction to LWDBs through the communication of federal and state laws, policies and rules to the boards, as well as through the development and dissemination of state technical guidance, referred to as Workforce Guidance Letters.

Local Governance

Chief Elected Official(s) from each county in the designated workforce area shall serve as the local grant recipient for, and **shall be liable for any misuse of the grant funds allocated to the local workforce area**, unless the CEO(s) reach an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability. If a local area includes more than one unit of general local government, the CEO(s) of such units must execute an agreement to describe their responsibilities for carrying out the roles and responsibilities (per WIOA sec. 107(c)(1)(B)). The Chief Elected Official(s) must meet, with a quorum, twice a program year and meeting minutes must be posted and publicly available with 10 working days of the meeting in accordance with the Open Meetings Act.

The CEO(s) must appoint local area workforce development board members and committees every two years to act on their behalf in developing workforce development activities for the workforce region consistent with criteria established pursuant to WIOA section 107(b)(1) and must meet the composition requirements of WIOA section 107(b)(2). A current, signed Memorandum of Understanding partnership agreement between the CEO(s) and LWDB must be executed each program year describing their roles and responsibilities in accordance with section § 679.310 (c)

The CEO(s) must establish by-laws to govern local board membership, officers, committees, meetings, and conflicts of interest. The CEO(s) as the local grant recipient shall either procure or determine a fiscal agent responsible for the disbursement of grant funds for workforce activities at the direction of the LWDB, in accordance with federal/state procurement policies and rules. Such funds should be immediately disbursed upon direction and justification received from the LWDB. Additionally, in partnership with the LWDB, CEO(s) may contract for a board administrator to assist with CEO and Board coordination, facilitation and administrative duties related to administration of the WIOA program.

The CEO's and LWDB shall conduct oversight for local youth workforce investment activities, ensure appropriate use and management of the funds, conduct workforce development activities, ensure the appropriate use, management and investment of funds to maximize performance outcomes. (per WIOA 107 (d) (8) (A)i-ii (B).

The CEO with the LWDB shall negotiate the local performance per WIOA 107(d)(9).

The Local Workforce Development Board (LWDB) serves as a strategic convener on behalf of the Chief Elected Officials to promote and broker effective relationships between economic, education, and workforce partners throughout the designated local workforce area. LWDBs, under the direction and partnership with the Chief Elected Official(s), must set policy for the workforce development system within the local workforce area, consistent with State policies. LWDBs must achieve the following in accordance with WIOA regulations:

- provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to develop an integrated, comprehensive and high-quality workforce development system in the local workforce area;
- assist in the achievement of the Governor and State Workforce Development Board strategic and operational vision and goals as outlined in the Combined State Plan; and
- maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided through the one-stop delivery system, called Workforce Connection Centers, proud partners of the American Job Center Network.

Conflict of Interest. Per WIOA sec. 107 (h), a member of a local board, or a member of a standing committee, may not vote on a matter under consideration by the local board regarding the provision of services by such member (or by an entity that such member represents); or that would provide direct financial benefit to such member or the immediate family of such member; or engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

CEO and LWDB roles and responsibilities are detailed in Workforce Guidance Letter, DWS 16-003, Local Governance.

SECTION IV. LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

Composition

Each local workforce area is required to have a WIOA-compliant Local Workforce Development Board (LWDB). LWDBs must represent a wide variety of individuals, businesses, and organizations throughout the local area. **For each local area the members of the LWDB shall be selected by the CEOs every two years consistent with criteria established pursuant to WIOA section 107(b)(1) and must meet the composition requirements of WIOA section 107(b)(2).**

All members must be individuals with ***optimum policy-making authority*** within the entities they represent. An individual may be appointed as a representative of more than one entity if the individual meets all the criteria for representation; however, individuals representing more than one category must have ***optimum policy making authority*** within each of the entities they are representing. All required LWDB members must have voting privilege. The LWDB must elect a chairperson from among the business representatives on the LWDB. A current WIOA-compliant LWDB membership roster must be submitted to the NMDWS annually and must be included as a part of the Local Workforce Development plan; or forwarded any time there is a change in LWDB membership. LWDBs must also comply with the New Mexico Open Meetings Act and the Inspection of Public Records Act. ***See Workforce Guidance Letter, 16-003, Local Governance, details the membership criteria for each category of representation.***

Committees

LWDB are strongly encouraged to establish standing committees to provide information and assist the board in carrying out its responsibilities under WIOA sec. 107. Standing committees must be chaired by a member of the LWDB, may include other members of the LWDB. Boards should strive to include individuals on committees who are not formal members of the LWDB, but who have expertise to advise on issues that support the LWDB's ability to attain the goals of the State and local plans, as well as the objective of providing customer-focused services to individuals and businesses. ***See Workforce Guidance Letter, 16-003, Local Governance provides more guidance on the creation of standing committees.***

Decertification

According to WIOA Section 107(c), NMDWS must, once every two years, certify one local board for each local workforce area in the State. Such certification is based on criteria set by NMDWS and communicated to the LWDBs in a reasonable time prior to the certification period. Failure of a local board to achieve certification shall result in appointment and certification of a new local board for the local area. NMDWS has the authority to decertify a local board at any time after providing notice and an opportunity for comment, for fraud or abuse; or failure to carry out the functions specified in WIOA Section 107(d). NMDWS may decertify a local board if a local area fails to meet the local performance accountability measures for such local area in accordance with WIOA section 116(c) for two consecutive program years. If the local board is decertified, NMDWS may require that a new local board be appointed and certified for the local area pursuant to a reorganization plan developed by NMDWS in consultation with the chief elected official(s) of the local workforce area and in accordance with the criteria established under WIOA 107(b).

SECTION V. LOCAL WORKFORCE DEVELOPMENT BOARD FUNCTIONS

The local board must fulfill the following roles and responsibilities and describe the implementation of these functions in the agreement with its chief elected official(s), to include acknowledgement of the agreement requirement, as well as required partnership and approval elements.

Local Plans

1. Develop and submit a four-year local plan for the local workforce area, in partnership with the chief elected official (per WIOA sec. 108). NMDWS is responsible for issuing local plan guidelines to the local boards to govern and guide the development, implementation, and subsequent modifications of the local plans.

Labor Market Analysis

2. Conduct workforce research and regional labor market analysis to include:
   (1) analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development, including –
      a. education and training activities,
      b. strengths and weaknesses, and
      c. the capacity to provide services to address the identified education and skill needs of the workforce and the employment needs of employers;
   (2) assistance to NMDWS in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; and
   (3) other research, data collection, and analysis related to the workforce needs of the regional economy after receiving input from a wide array of stakeholders, as necessary.

   All programs and services must be aligned with targeted industry and occupation strategies documented by the LWDB and based on local, regional and statewide economic conditions.

Convening, Brokering, and Leveraging

3. Convene local workforce development system stakeholders to assist in the development, implementation, and modifications of the local plan (per 20 CFR Part 679.550) and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the LWDB and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the LWDB.

Employer Engagement and Sector Strategy Implementation

4. Lead efforts to engage with a diverse range of employers and other entities in the region to –
   (1) promote business representation on the LWDB;
   (2) develop effective linkages, including the use of intermediaries, with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities;
   (3) ensure workforce investment activities meet the needs of employers and support economic growth in the region by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
   (4) develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers, such as the establishment of industry and sector partnerships, that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industry sectors or occupations.
   (5) LWDBs will be responsible for coordinating a minimum of two industry sector strategy initiatives following the methodology and approach outlined by NMDWS.
   (6) Convene a minimum of one employer summit in the region in coordination and collaboration with NMDWS Office of the Secretary and Training department. The purpose of the summit is to provide employer focused training on a variety of topics of their choice including, updates on Unemployment Insurance, minimum wage and wage payment acts, sector strategy development, small business support and development including but not limited to human resources policy development and implementation, customer service, coordination with NMDWS, and workforce boards.

Career Pathways

5. With representatives of secondary and postsecondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.

Proven and Promising Practices – SECTOR STRATEGIES

6. Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers, and identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs.
7. Take the lead in identifying and developing activities for sector strategies planning for the local region according to employers and industries needs as evidenced by labor and market data. Convene a sector strategy committee engaging board business members and create goals for pursuing at least two industries in the region, in addition to partnering with NMDWS on statewide sector priorities as dictated by the Governor and Cabinet Secretary.

Use of Technology

8. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:
    (1) facilitating the required registration of adults, dislocated workers and youth who receive services in the NM Workforce Connection Online System consistent with federal, state and local policy to support data collection, program monitoring and performance reporting;
    (2) facilitating connections among the intake and case management information systems of the one-stop partner programs to support a comprehensive workforce development system in the local area;
    (3) facilitating access to services provided through the one-stop delivery system, including access in remote areas;
    (4) identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills, and enhance programmatic accessibility for individuals with disabilities; and
    (5) leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.
    (6) Maintain a well-designed, user friendly, comprehensive website which makes it possible for the public to easily find notification of LWDB board meetings, contact board members, read board meeting minutes, policies, current annual plan, as well as view open and posted Request for Proposals by funding streams, and review the four-year local plan.

System Oversight/Monitoring

9. In partnership with the chief elected official(s) for the local area:
    (1) conduct oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and (d), and the entire one-stop delivery system in the local area;
    (2) ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area; and
    (3) ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116.

    The LWDB must submit a copy of their most recent LWDB annual audit with this grant Agreement.

    Local program monitors must conduct annual reviews designed to assure that contract requirements are being met for all WIOA programs activities. Local monitors must also review and analyze customer enrollment and service levels, program expenditures, and performance outcomes to evaluate overall program compliance and effectiveness.

    LWDBs are responsible for completing the full scope of monitoring as outlined in federal, state and local policy including all elements of notification, reporting, entrance and exit conferences and associated timelines. LWDBs must facilitate the use of e-files and a content management system that expands the opportunity for remote monitoring, as appropriate, but does not eliminate any of the requirements for program administration and monitoring.

Local Performance

10. Negotiate and reach agreement on local performance indicators with the chief elected official and NMDWS that are reported to USDOL. NMDWS shall negotiate and reach agreement on local performance accountability measures as described in WIOA section 116(c). See Performance Measures Section IX for additional detail.

Infrastructure Funding Agreements

11. Negotiate with CEO(s) and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area (per 20 CFR Part 678.715), negotiate and maintain an agreement, as well as a process for continuous review of said agreement. LWDB must notify the SAE if they fail to reach agreement at the local level and the SAE will use a State infrastructure funding mechanism.

See Workforce Development Letter 16-006, Infrastructure Funding, for more information regarding infrastructure funding requirements.

Selection of Providers

12. Select the following providers in the local area, and where appropriate terminate such providers in accordance with 2 CFR part 200:

Youth Services

(1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established), in accordance with WIOA Section 107(d)(10)(E)..

Adult and Dislocated Worker Services

(2) Providers of career services through the award of contracts; and
(3) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;

See the **Program Design** section of this Statement of Work for details regarding the required service delivery elements for providers of Youth, Adult, and Dislocated Worker services.

Eligible Training Providers

13. As required by WIOA Sec. 122, states, in partnership with Local Boards, must identify eligible training providers (ETPs) and programs that are qualified to receive WIOA title I-B funds to train adults, dislocated workers and youth, including those with disabilities. The approved State list of eligible training providers (ETPs) and programs serves as an important tool for participants seeking training to identify appropriate providers and programs, and relevant information, such as cost and program outcomes.

NMDWS in partnership with LWDBs provide oversight and administration for the ETP certification system. LWDBs must work with NMDWS to identify eligible training providers and programs qualified to receive WIOA title I-B funds to train adults and dislocated workers, and youth, including those with disabilities. Local workforce development boards must revise all local policies to ensure that they are in compliance with the new requirements outlined in this document.

See Workforce Development Letter 16-004, Eligible Training Provider Certification System, or more information regarding the ETP requirements and qualification process.

One-stop Operator

14. Select a one-stop operator in accordance with 20 CFR Parts 678.600 through 678.635 of the regulations. ***See SECTION VI, One-Stop Delivery System and Workforce Development Letter 16-001, One-Stop Operator, for more information on the one-stop operator roles and responsibilities.***

Consumer Choice

15. Work with the State to ensure there are sufficient numbers and types of providers of career services and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities) serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities per WIOA sec. 107(d)(10)(E).

Coordination with Required Partners

16. Planning and coordinating services among all federally funded workforce development programs is necessary to achieve the level of integrated services delivery required by WIOA. This means that all federally funded workforce programs must work in partnership to optimize the quality of services provided. Successful integration is directly related to coordinated and joint use of resources. As such, WIOA requires all partners to contribute to infrastructure funding, and each local board is required to establish an MOU with each partner in that local area that addresses service integration and shared resources.

    Required partners include:

    - Title I Programs (Adult, Dislocated Worker, Youth, Job Corps, Youth Build, Native American and migrant seasonal farmworker);
    - Wagner-Peyser Act employment services (ES);
    - Vocational Rehabilitation (VR) programs under Title I of the Rehabilitation Act
    - Senior Community Services Employment Program (SCSEP) authorized under Title V of the Older Americans Act;
    - Trade Adjustment Assistance (TAA) authorized under the Trade Act;
    - Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.;
    - Employment and training activities of the Department of Housing and Urban Development (HUD);
    - State unemployment insurance (UI) program;
    - Reentry Employment Opportunities, (REO), (formerly known as ex-offender programs) authorized under Section 212 of the Second Chance Act;
    - Temporary Assistance for Needy Families (TANF) authorized under the Social Security Act;
    - Adult Education and Family Literacy Act (AEFLA) programs;
    - Career and technical education programs at the postsecondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006; and
    - Employment and training services carried out under the Community Block Services Grant (CSGB).

Coordination Specific to Wagner-Peyser. LWDBs must work to improve customer access to service through the creation of a seamless system of workforce services. Universal access to basic career services must be achieved through close integration of Wagner-Peyser, WIOA programs, and other partners in the New Mexico Workforce Connection Centers. Service integration requires partners to work collaboratively in the delivery of services available under multiple programs. As such, all the Basic Career Services offered by the WIOA programs must be made available by Wagner-Peyser staff in coordination with other one-stop center partners.

Coordination Specific to Education Providers. Coordinate activities with education and training providers in the local area, including reviewing applications to provide adult education and literacy activities under WIOA title II for the local area to determine whether such applications are consistent with the local plan, and making recommendations to the eligible agency to promote alignment with such plan.

LWDB shall develop and implement cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

LWDB shall also coordinate activities with providers of Career and Technical Education (as defined in section 3 of the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2302)).

Budget and Fiscal Administration

17. The following fiscal requirements apply:

    a. Develop a budget annually for the implementation of Title I service delivery activities and the activities of the LWDB, with approval of the Chief Elected Official(s) and consistent with the local plan and the duties of the LWDB. Annual budgets shall include:

        i. carry-in funds from the prior program year; and

        ii. current program year funding.

        The LWDB shall provide to the SAE quarterly budget projections no later than 20 days prior to the end of each quarter for quarters ending March 31; June 30; September 30; December 31.

    b. All grants awarded by USDOL - ETA are made according to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and subject to its requirements, as specified in the Notice of Award terms and conditions.

    c. The LWDB shall develop, approve, and continually update, as needed, fiscal and administrative policies to maintain a system of internal control over achievement of objectives relating to operations, reporting and compliance with state and federal laws and regulations.

    d. In accordance with section 679.420(b) the Fiscal Agent is responsible for the following functions; (1) receive funds (2) ensure sustained fiscal integrity and accountability for expenditures of funds (3) respond to audit financial findings, (4) maintain proper accounting records (5) prepare financial reports, (6) provide technical assistance to subrecipients regarding fiscal issues. (c)(1) procure contracts or obtain written

agreements. (2) conduct financial monitoring of service providers, and (3) ensure independent audit of all employment and training programs.

e. *Transfer Authority*. Per WIOA section 133(b)(4), a local board may transfer, if such a transfer is approved by the SAE, up to and including 100 percent of the funds allocated to the local area between adult employment and training activities; and dislocated worker employment and training activities, each fiscal year.

See Workforce Guidance Letter, DWS 17-002, Transfer of Formula funds, for the necessary criteria for submitting transfer of fund requests between Dislocated Worker and Adult funding stream.

The LWDBs shall also ensure the following:

a. existence of at least one local comprehensive Workforce Connection Center in the workforce region in accordance with section 678.300 and 678.305 of the federal regulations;

b. development, approval, and enforcement of local policies for the efficient and effective administration and operation of the Workforce Innovation and Opportunity Act (WIOA), comprehensive and affiliate Workforce Connection Centers, and programs for adults, dislocated workers and youth;

c. development of Memoranda of Understanding (MOUs) and Infrastructure Funding Agreements (IFAs) with required workforce partners concerning the delivery of required programs; and

d. compliance with state and federal requirements regarding annual grant close out policies.

One-stop Accessibility

18. Assess, on an annual basis, the physical and programmatic accessibility of all Workforce Connection Centers in the local area (per WIOA sec. 188), if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*).

Certification

19. Certification of one-stop centers (per 20 CFR Part 678.800).

According to §678.300 of the WIOA regulations, at least one comprehensive one-stop center must exist in each local area. According to §678.310, non-comprehensive, or affiliated sites where one or more of the required programs are available, are also permissible, as long as clear opportunities exist for connecting partners, customers, and businesses to ensure coordination.

LWDBs must certify their one-stop centers at least once every two years as a requirement for the continued infrastructure funding for the centers and the one-stop delivery system as a whole. Such certification shall be based on, the extent to which the local board has ensured that workforce investment activities carried out in the local area have enabled the local area to meet the corresponding performance accountability measures and achieve sustained fiscal integrity, as defined in section 106(e)(2). Certification criteria must address the three following areas:

- Effectiveness

- Physical and Programmatic Accessibility
- Continuous Quality Improvement

See Workforce Guidance Letter, DWS 16-002, One-Stop Certification, for details regarding the criteria that must be met or exceeded for the certification of the one-stop centers and one-stop delivery system.

Annual Report

20. Produce an annual report that must be submitted to the State Administrative Entity, per guidelines established by NMDWS. Each local area that receives an allotment under WIOA Adult, Dislocated Worker, and Youth activities must prepare and submit a WIOA Annual Report to NMDWS on performance progress per WIOA sections 101, 116 and 189, WIOA regulations sections 677.205, 677.230 and the corresponding preamble. There are two components to the WIOA Annual Report: as stated in TEGL 5-18; (1) the required performance results and (2) a narrative report. Report contents are determined by the SAE and communicated to the local boards prior to content submission deadlines.

Outreach

21. Promote workforce connection center programs and activities. Local areas shall conduct and document outreach to targeted populations, where appropriate, including the following:
    a. youth,
    b. individuals with disabilities,
    c. veterans and eligible spouses of veterans,
    d. migrant seasonal farmworkers,
    e. Native Americans,
    f. individuals with low income,
    g. older individuals, and
    h. individuals with low literacy levels.

    Boards must also comply with the use of a common identifier on all products, programs, activities, services and electronic resources, facilities, related property and new material for the one-stop delivery system, in accordance with WIOA section 121(e)(4) and ***Workforce Guidance Letter 16-005, One-stop Common Identifier.***

Transparency

22. Conduct business in an open manner by complying with the New Mexico Open Meetings Act and making available to the public information about the activities of the local board. Local boards must also comply with the Inspection of Public Records Act.

SECTION VI. ONE-STOP DELIVERY SYSTEM

Vision for the One-Stop Delivery System

The workforce system in New Mexico is a network of state, regional, and local agencies and organizations that provide a range of employment, education, training, and related services and supports to help all jobseekers, including those with barriers to employment, secure good jobs while providing businesses with the skilled workers they need to compete in the global economy. The designated four regional Workforce Development Areas in New Mexico include Central, Eastern, Northern and Southwestern. Each Workforce Development Area has a Local Workforce Development Board that administers employment and training programs through the Workforce Connection Centers, which are proud partners of the American Job Center Network. Service integration involves co-location of partners,

where appropriate; collaborative partnerships in which service integration eliminates duplication and improves efficiency; functional alignment where staff are organized by function not funding stream for seamless service delivery within each center. These centers serve as the central point for WIOA partners, and their unique programs and cross training of employees in many programs enhances customer service and provides both job seekers and employers with easy access to information.

Developing a workforce prepared for current and emerging occupations is critical to the state's economic well-being. Governor Lujan Grisham is committed to growing economic sectors to focus attention and resources on emerging industries, foster collaboration, improve the quality of outcomes for our citizens and business and has shared a vision for the state workforce development system which incorporates ***six specific goals*** to create a more resilient, responsive, and results-oriented workforce development system that moves New Mexicans toward greater economic prosperity. Those goals include:

1. Make lifelong learning a reality so that New Mexico's workforce can attract economic development that results in high paying jobs;
2. Grow apprenticeship opportunities across sector to systematically build and sustain a high-skill workforce;
3. Identify and remove barrier to employment and training;
4. Stop New Mexico's brain drain by creating viable economic opportunities for youth and young adults;
5. Work across public and private partnerships to create a workforce development system that builds sector strategies that are responsive to employers
6. Cultivate community colleges as a driver of workforce and economic development.

The management of the one-stop delivery system is the shared responsibility of States, local boards, elected officials, the core WIOA partners, other required partners, and One-Stop Operators. All of these entities must work to integrate the characteristics below into their work, including developing state, regional, and local strategic plans; establishing one-stop center certification criteria; examining the state, regional, and local footprint of one-stop centers; conducting competitions for selecting one-stop center operators; developing local Memoranda of Understanding (MOUs); updating one-stop center policies and procedures; and operating and delivering services through the one-stop centers.

Role of the One-Stop Operator

The role of the One□Stop Operator is equivalent to a managing partner of the workforce system. In this role, the Operator facilitates the identification of opportunities, challenges and issues to be addressed at the local level to ensure effective and quality service delivery. The Operator works with all partners working with the Workforce Connection Centers to coordinate effective strategies and systems necessary to build and sustain a cohesive, seamless service delivery system that engages all agencies and organizations at a systems level. Partners, including state staff, are fully integrated into the framework and everyone participates in planning, goal setting and implementation of activities necessary to ensure a seamless operation. Staff and funding for these services is communicated through Memorandum of Understanding, Infrastructure Funding Agreements and shared work responsibilities needed to create and sustain a customer centered approach focused on improving employment outcomes for job seekers, including youth and people with disabilities, and enhanced business services for employers. The Operator

is primarily responsible for developing these partnerships, engaging in system approaches focused on shared decision making, collaborative problem solving, and collective impact approaches.

One-Stop Operator Actions

1. One-Stop Operators must be competitively procured in accordance with 20 CFR Parts 678.600 through 678.635 of the federal regulations. However, if a local board can document that the competitive procurement was appropriately followed, but yielded no successful candidates, the local board may designate itself, with the approval of the SAE, to perform the One-Stop operator functions as long as appropriate firewalls are in place to guard against any conflicts of interest. ***See Workforce Guidance Letter, DWS 16-001, One-Stop Operator, for more detailed criteria for one-stop operator dos and don'ts.***

Responsibilities of the One-Stop Operator

Community and Partnership Development

1. Establish and sustain relationships with Workforce Connection Center partners with a focus on creating opportunities to engage in shared planning, visioning, continuous improvement, and program outcomes and evaluation.
2. Ongoing identification and development of community partnerships to engage in workforce systems activities that lead to improvements in community awareness or engagement in workforce development strategies; and enhanced interest in organizations and businesses to use Workforce Connection Center services.
3. Support the implementation of continuous quality improvement approaches and methodologies to enhance the system effectiveness. Examples include but are not limited to: adoption of change principles to directly enhance flow of service delivery, improve customer, and staff satisfaction; increased administrative efficiencies or improved funding leverage, youth friendly and youth engaged approaches, and inclusion of individuals with disabilities across all programs.
4. Identify and coordinate capacity building activities to improve the effectiveness and performance of partners working with, and within, the Workforce Connection Center; including youth services and programs for individuals with disabilities.
5. Facilitate opportunities for shared learning and training.
6. Promote the Workforce Connection Center programs broadly; educate local community, agencies, and organizations about the partners and programs available.
7. Convene regular meetings of all partner agencies and organizations to support full engagement and share leadership in the organizing and developing of ongoing activities and processes; including youth services and programs for individuals with disabilities.
8. Actively engage in opportunities to share leadership with all partners by creating opportunities to report, present, and share activities, such as through local board and committee meetings, community forums, and other appropriate settings.
9. Provide for conflict management and dispute resolution when issues arise between partner organizations.

Implementation and Compliance

1. Provide guidance and leadership to ensure LWDB policies and procedures are clearly communicated and followed.
2. Provide guidance and leadership to ensure that compliance with all Federal regulations, state and local policies related to WIOA are implemented accordingly. Additionally, ensure

provisions of the U. S. Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity are understood and followed.

3. Provide guidance and leadership to partners and staff to ensure full coordination of services across all programs is implemented effectively; with quality and assurances necessary to eliminate or minimize duplication.
4. Provide guidance and leadership to partners and staff to ensure services and programs are accessible for people with disabilities; create opportunities to engage in learning about best practices and approaches to serve people with disabilities.
5. Provide guidance and leadership to all partners and staff to ensure services and programs for youth follows best practices in youth engagement and positive youth development.
6. Create a systemic process that supports Workforce Connection Center partner ownership and adoption of effective shared practices necessary to support customers and businesses, including but not limited to co-enrollment, common intake, referral, case management, client performance, and business services.
7. Works collaboratively with Workforce Connection Center partners to develop a robust system of training to support staff and seeks opportunities for shared learning and training; Assures Workforce Connection Center partners receive training in all services available through the workforce system.

Business Services

1. Coordinate with partner agencies/organizations on strategies to develop, offer, and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
2. Address immediate and long-term skilled workforce needs of in□demand industries and critical skill gaps within and across industries.
3. Provide oversight for the job posting information from businesses to the statewide employment database and assist employers who prefer to enter data directly.
4. Coordinate a process with Workforce Connection staff on best practices to support effective screening and recruiting of candidates for job openings for area employers.
5. Implement effective activities to respond to employers' requests including the coordination of activities such as interview space, job fairs, and other services available within the Workforce Connection Center.
6. Coordinate with partners to organize and implement local Rapid Response services for workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, or natural disasters.
7. Collaborate with system partners to facilitate and collectively participate in special projects such as job fairs, business driven workshops, and be responsible for communicating employers' needs to the Workforce Connection Center partners.

SECTION VII. PROGRAM DESIGN

Priority Populations

Section 134(c) (3) (E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, one-stop center staff responsible for these funds must give *priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient* in the provision of individualized career services. Under WIOA, priority will be provided regardless of the level of funds. The WIOA Eligibility State Technical Assistance Guide discusses Order of Priority, as follows:

Priority of Service must always be given to covered persons (i.e. veterans and eligible spouses, including widows and widowers) regardless of whether the priority of service is in place. Priority of service is required for the provision of all career and training services, including individual training accounts, veterans' priority as well as priority to public assistance recipients and low-income individuals required in WIOA regulations will be established as follows:

- First priority will be provided to recipients of public assistance, low-income or individuals who are basic skills deficient who are also veterans or eligible spouses of veterans.
- Second priority will be provided to recipients of public assistance, low-income, or individuals who are basic skills deficient who are not veterans or spouses of veterans.
- Third priority will be provided to veterans or eligible spouses of veterans who are not recipients of public assistance, low-income or basic skills deficient.
- Last priority will be provided to Adults in need of service who are not recipients of public assistance, not low-income or basic skills deficient.

Adult and Dislocated Worker Services

TEGL 19-16, Guidance on Services provided through the Adult and Dislocated Worker Programs should be followed to ensure full program compliance. WIOA authorizes "career services" for adults and dislocated workers. There are three types of "career services": basic career services, individualized career services, and follow-up services. These services can be provided in any order; there is no sequence requirement for these services. Career services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer. The three categories of career services are defined as follows:

Basic Career Services

Basic career services must be made available to all individuals seeking services served in the one-stop delivery system, and include:

- determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- outreach, intake, and orientation to information and other services available through the one-stop delivery system;
- initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- labor exchange services, including job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information on in-demand industry sectors and occupations;
- provision of information on nontraditional employment;
- provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs;
- provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including job vacancy listings in labor market areas;
- information on job skills necessary to obtain the vacant jobs listed;

- information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- provision of performance information and program cost information on eligible providers of training services by program and type of providers;
- provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
- provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- provision of information and assistance regarding filing claims under UI programs, including meaningful assistance to individuals seeking assistance in filing a claim.

Individualized Career Services

If Workforce Connection Center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual at the one-stop centers. Workforce center staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate provided the local board has a policy in place to govern this approach to assessments. These types of services include:

- comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
- group and/or individual counseling and mentoring;
- career planning (e.g. case management);
- short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training;
- internships and work experiences that are linked to careers;
- workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;

- financial literacy services;
- out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Note: A WIOA application must be completed for all individuals receiving Individualized Career Services. WIOA case managers are responsible for compiling eligibility and data validation documentation. Participation for Adult and Dislocated Workers occurs after information is collected to support eligibility determination and begins when the individual receives a staff assisted service excluding those defined as a Basic Career Service.

Training Services

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

- be unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services described;
- be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
- have the skills and qualifications to successfully participate in the selected program of training services;
- who select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adult or dislocated worker is willing to commute or relocate; and/or
- who are determined to be eligible in accordance with the priority system in effect

Note: An individual is not required to receive career services prior to receiving training services. Also for more information regarding Self-Sufficiency requirements, see Workforce Development Letter, 16-007.

Training services may include:

- occupational skills training, including training for nontraditional employment;
- on-the-job training;
- incumbent worker training;
- programs that combine workplace training with related instruction, which may include cooperative education programs;
- training programs operated by the private sector;
- skill upgrading and retraining;
- entrepreneurial training;
- transitional jobs;
- job readiness training;
- adult education and literacy activities, including activities of English language acquisition;
- integrated education and training programs; and
- customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Individual Training Accounts (ITAs) are the primary method to be used for procuring training services under WIOA. Requirements for issuing ITAs must be followed in accordance with TEGL 19-16, Guidance on Services provided through the Adult and Dislocated Worker Programs.

Follow-up Services

Follow-up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up. LWDBs must establish and implement follow-up policies that include the types of follow-up services provided.

WIOA Youth Services. WIOA outlines a broader youth vision that supports an integrated service delivery system and provides a framework through which states and local areas can leverage other federal, state, local, and philanthropic resources to support in-school youth (ISY) and out-of-school (OSY). The Youth Program focuses on assisting transitional youth ages 14-24, particularly youth who are disadvantaged and have one or more barriers to employment. The goal of the program is to prepare these youth for post-secondary education and employment opportunities, attain educational and/or training credentials, and secure employment that has a positive career outlook.

Funds allocated to a local area under this grant Agreement for eligible youth under WIOA must be used to provide an objective assessment of the academic skill levels and service needs of each participant, service strategies that are linked to participant performance, and identification of career pathways that include education and employment goals. **Youth service providers must support the 75 percent out-of-school youth and 20 percent work experience expenditure rate as required by WIOA Sec. 129 and 20 CFR 681.590(a).**

LDWBs shall coordinate a minimum of one summer youth program in partnership with their youth provider and a local municipality. Activities to include, but not limited to; career exploration, resume and interview skills, soft skills/professionalism, and a mock interview opportunity/event. Mock interview events can be in partnership with the local Workforce Connection office, local businesses, and/or other community agencies. Mock interviews should highlight the skills youth learned during the *summer* youth program. LDWBs may also consider hosting additional youth workforce opportunities such as a job fair, job shadow, and/or career day to enhance career exploration in their regions.

LWDB must ensure the youth providers include delivery of the following ***14 elements*** of service in their overall scope:

1. Tutoring, study skills training, instruction and evidenced-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services;
3. Paid and unpaid work experiences that have as a component academic and occupational educational;
4. Occupational skills training;
5. Education offered concurrently with and in the same context as workforce preparation activities and training for specific occupational cluster;
6. Leadership development opportunities;
7. Supportive services;
8. Adult mentoring;
9. Follow-up Services;
10. Comprehensive guidance and counseling;

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; and
14. Activities that help youth prepare for and transition to postsecondary education and training.

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:

- 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;

- develop service strategies for each participant that are directly linked to one 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;

- provide—
  - activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential
  - preparation for postsecondary educational and training opportunities
  - 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
  - preparation for unsubsidized employment opportunities, in appropriate cases
  - effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets;

- at the discretion of the LWDB, implement a pay-for-performance contract strategy to implement the 14 youth elements for which the LWDB may reserve and use not more than 10 percent of the total funds allocated to the local area under WIOA section 128(b);
- a minimum OSY expenditure rate of 75% for the youth formula-funded program, however, local areas may spend up to 100 percent of their local area youth funds on OSY as directed by LWDB policy;

- a minimum expenditure rate of no less than 20% of youth funds on work experience activities. 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.

Note: The 14 Youth Elements and other aforementioned youth program components must be incorporated into youth provider contracts and reflected in the contract scope of work. It is also important to ensure that all WIOA required elements are incorporated into the any Requests for Proposals (RFPs).

Out of School Youth Expenditure Calculation and Tracking

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%) on administrative costs, the remaining $900,000 is subject to the minimum OSY expenditure rate of 75%. In this example, the local area would be required to spend at least $675,000 (75 %) of the $900,000 on OSY.

The OSY expenditure rate is tracked for a specific program year allotment. Determination of whether a local area meets the 75% 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 OSY throughout the duration of this Agreement.

Work Experience Calculation and Tracking

Local areas are required to track funds spent on work experience activities throughout the duration of this Agreement in order to demonstrate achievement of the 20% work experience expenditure rate for Youth funds. The 20% minimum is calculated based on non-administrative local area youth funds and is not applied separately for ISY and OSY. For example, if a local area received $1 million in local WIOA youth funds, and spent $100,000 (10%) 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%) on the work experience program element with no more than $18,000 to support staffing costs.

Program expenditures on the work experience program element can include wages. Wages in this instance are referring to wages paid in OJT's, summer employment and other employment opportunities throughout the school year. According to Sec. 680.700, OJTs can be used to reimburse up to 75% of wages paid to a participant, but 50% is typical.

Allowable expenditures beyond wages can include staff time spent identifying potential work experience opportunities, staff time working with employers to develop the work experience, staff time spent working with employers to ensure a successful work experience, staff time spent evaluating the work experience, participant work experience orientation sessions, classroom training or the required academic education component directly related to the work experience, and orientations for employers. 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.

SECTION VIII. REQUIRED LWDB POLICIES

According to Section 679.550(a)(1) of the federal regulations, local board plans must identify and describe the policies, procedures, and local activities that are carried out in the local area, consistent with the State Plan. Local boards must submit all current local policies and procedures to the SAE as a part of

the local plan, and copies of new or revised policies as they are approved by the local board. The following is a list of policies the boards are required to maintain, at a minimum:

Governance

1. *Board Appointments* – procedures that set forth criteria to be used by chief elected officials for the appointment of local workforce development board members.
2. *Conflict of Interest* – a policy identifying circumstances that may present a conflict of interest for a local board member, or the entity or class of officials that the member represents, and procedures to resolve such conflicts.
3. *Board Meeting Accessibility* – a policy to provide to the public (including individuals with disabilities) access to meetings of local boards and information regarding activities of local boards, such as data on board membership and minutes.

Administrative

4. *Fiscal Controls* – fiscal control and fund accounting policy and procedures necessary to ensure the proper accounting for funds paid to the local boards for adult, dislocated worker, and youth programs to carry out workforce investment activities under chapters 2 and 3 of subtitle B. This policy must also address separation of fiscal duties, accounting checks to ensure accurate bookkeeping, fiscal reporting procedures, including the maintenance of supporting documents to assist with state monitoring of cash requests.
5. *Budget* – a policy that addresses budget planning that considers expected expenditures for Adult, Dislocated, Youth, and One-Stop Operator Services to ensure obligation and spending goals are met, as well as to ensure the least amount of carryover possible. Note: Some areas may need to budget monthly or quarterly.
6. *Procurement* – a procurement policy used to award the subgrants and contracts for WIOA title I activities, including the procurement process used to acquire Adult, Dislocated Worker, Youth, and One-Stop Operator services. Note: This policy should include controls to ensure contracts are not sent to the recipient or obligated without full review, signature of contract authorities, and local board approval.
7. *Subrecipient Monitoring* – policy and procedures on how and when subrecipient monitoring is conducted, fiscally, as well as programmatically.

Program

8. *Priority of Services* – a policy and procedures for determining priority during eligibility process and enrollment; What criteria and procedures will be used to assess priority for Adults, DW and Veterans (i.e. public assistance, low-income and basic skills deficient individuals).
9. *Electronic files* – a policy for scanning documents and what will available for electronic review.
10. *Referrals* – policy and procedures on how local areas will refer individuals to different WIOA services/partners.
11. *Co-Enrollment* – policy and procedures on co-enrolling individuals.
12. *ETPL* – a policy to describe how the local board will ensure the continuous improvement of eligible training providers through the system and how such training providers will meet the employment needs of local employers, workers, and job seekers;
13. *Veteran Referrals* – a policy to ensure a process is in place for referring veterans with significant barriers to employment to career services provided by the JVSG program's Disabled Veterans' Outreach Program (DVOP) specialist;

14. *In-Demand Occupations* – a policy to govern the development and use of in-demand occupation and industry data to inform local planning decisions;
15. *Use of Assessments* – a policy to govern the use of recent previous assessments by partner programs to determine if individualized career services would be appropriate for eligible participants;
16. *Individual Training Accounts and On-the-Job Training* – policies to govern the establishment and use of individual training accounts and OJT duration.
17. *Incumbent Workers* – an incumbent worker training policy that outlines criteria for determining employer eligibility, how employers' share of cost will be established, process for collecting employer performance information, and contracting process with employers providing the training; ***(See Workforce Development Letter 16-008, Incumbent Worker Training, for more information.)***
18. *Customized Training* – LWDBs must identify policies for determining what constitutes employer's payment of "a significant portion of the cost of training" taking into account: the size of the employer and other factors the local board determines are appropriate, which may include, the number of employees participating in training, wage and benefit levels of those employees (at present and anticipated upon completion of the training), relation of the training to the competitiveness of a participant, and other employer-provided training and advancement opportunities.
19. *Transitional Jobs* – If the LWDB uses transitional jobs as part of its service delivery strategy, it must adopt policies and identify appropriate employers, include plans on the amount of reimbursements for the jobs, what supportive services must be included, and the limits on the duration of the transitional job, and also define and identify individuals who are "chronically unemployed" or "have an inconsistent work history."
20. *Supportive Services and Needs-Related Payments* – Supportive services are designed to provide a participant with the resources necessary to enable their participation in career and training services, and LWDBs must develop a policy to govern the use of such services in accordance with 20 CFR 680.900 through 970.
21. *Requires Additional Assistance (Youth)* – a policy that specifies what conditions must be met for a youth to require "additional assistance" and what documentation is needed to demonstrate this eligibility category, if the local board wishes to use the "requires additional assistance" eligibility category.

SECTION IX. LWDB PERFORMANCE

Performance Indicators

Programs under WIOA Title I of this grant Agreement are subject to the performance reporting provisions for the primary indicators of performance under §116(b)(2)(A), as follows:

Adult and Dislocated Worker

1. percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program;
2. percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
3. median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;

4. percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation in or within 1 year after exit from the program;
5. percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment; and
6. indicators of effectiveness in serving employers.

Youth

1. percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program;
2. percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program; and
3. median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
4. percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent, during participation in or within 1 year after exit from the program;
5. percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving measurable skill gains toward such a credential or employment; and
6. indicators of effectiveness in serving employers.

Performance reporting provisions are in effect although data may not be fully available. As such, for PY 2020, the Local Workforce Development Board must comply with and is accountable for all of the following performance measures and levels.*

Southwest Area Local Workforce Development Board
Workforce Innovation and Opportunity Act
PY 2020 Primary Indicators of Performance

	Adult	Dislocated Worker	Wagner-Peyser	Youth
Employment Rate 2nd Quarter After Exit				
Employment Rate 4th Quarter After Exit				
Median Earnings 2nd Quarter After Exit				
Credential Attainment 4th Quarter After Exit				

The Primary Indicators of Performance for program year 2020 will be negotiated based on policy DWS 18-003.

Performance Reporting

Performance Reports. The SAE designates the New Mexico Workforce Connection Online System (NMWCOS) as the system of record for all WIOA Title I performance data. NMWCOS will be used to calculate the individual primary indicators of performance in §116(b)(2)(A)(i)(I)-(V) and the effectiveness in serving employers in §116(b)(2)(A)(i)(VI). Data from NMWCOS will be used to populate the Participant Individual Record Layout, report template ETA-9169 and ETA-9173.

Performance reporting provisions are in effect although data may not be fully available. The Annual report under this grant Agreement will contain full data for the following primary indicators of performance: Employed in the Second Quarter, Median Second Quarter Earnings and Measurable Skills Gains. Partial data will be available for the following primary indicators of performance: Employed in the Fourth Quarter and Credential Attainment. Additionally, the Annual Report will contain all elements listed in §677.205(d).

Financial Reports. Local areas must track funds spent on WIOA-authorized activities. Keeping track of all funds spent on WIOA activities will enable states and local areas to report cumulative expenditures on the ETA - 9130 financial report.

Additional State Performance Metrics

Minimum WIOA Training Expenditures for Adult and Dislocated Worker programs. To ensure that resources are focused on preparing more people for higher wage jobs and recognizing the strong connection of training to the workforce, NMDWS is implementing an expenditure goal of 60% for WIOA Adult and Dislocated Worker Program funds for training and training-related supportive services. Funds dedicated to administration are not to be included as part of the calculation. The 60% expenditure goal applies to the Workforce Development Boards Adult and Dislocated Worker Program formula allocations.

Example Calculation

	Expenditures Reported Against Prior Program Year Carry-in	Current Program Year Expenditures	Total	% Training Expenditures
Training Expense	$100,000	$400,000	$500,000	62.50%
Total Expense	$200,000	$600,000	$800,000	

LWDB Obligation/Expenditure Rate. LWDBs should obligate a minimum of 80% and expend a minimum of 40% of current year funding by the end of the third quarter of the program year. The use of fund utilization rates to evaluate funding needs by the State requires the State to more closely monitor LWDB obligations and expenditures and set expectations for current year funding. This process will assist in detecting potential issues and prevent conditions which can result in reversions and/or rescission of funds.

SECTION X. SELF-SUFFICIENCY WAGE

The SAE will annually calculate and communicate a self-sufficiency standard for each local area using a living wage model or comparable data that draws upon geographically specific expenditures that incorporates the income need of individuals, families and sub-state geographical considerations.

SECTION XI. CORRECTIVE ACTION AND SANCTIONS

LWDB may be subject to corrective action and sanctions for failure to comply with one or more contracted performance measures (TEGL 11-19); contract provisions; federal or state statutes, regulations, guidance, directives, or circulars. To accomplish the purposes of this section, the SAE may require, at any point during the year, that a LWDB or WIOA sub-recipient 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 LWDBs and other sub-recipients in meeting the needs of employers and job seekers; ensure the achievement of negotiated performance, outcomes and goals; and ensure adequate returns on New Mexico investments.

Inquiries should be addressed to:

Margarito Aragon **Operations and Performance Manager** **NM Department of Workforce Solutions** **(505) 841-9450** **Yolandam.cordova@state.nm.us**	**Tina Corriz** **WIOA Grant Analyst** **NM Department of Workforce Solutions** **(505)841-2030** **tina.corriz@state.nm.us**

Attachment A – Key Federal and State WIOA-Related Guidance Reference List

Workforce Innovation and Opportunity Act:

https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf

Final WIOA Regulations:

Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule

https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15977.pdf

Workforce Innovation and Opportunity Act; Department of Labor Only; Final Rule

https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15975.pdf

Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act (Section 188)

https://www.gpo.gov/fdsys/pkg/FR-2016-12-02/pdf/2016-27737.pdf

US Department of Labor WIOA Related Guidance (TEGLs, TENs):

http://wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm

New Mexico Department of Workforce Solutions Guidance:

https://www.dws.state.nm.us/en-us/Workforce-Boards

Exhibit G
Quarterly Report Format

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 66 ratifies the Executive Committee's resolution to amend the PY19 Southwestern Area Workforce Development Board Budget

SUMMARY OF AGENDA ITEM

This item is presented for your consideration to ratify the Executive Committee's resolution to amend the PY19 Southwestern Area Workforce Development Board Budget.

Presented for your consideration is the budget amendment to transfer an overall amount $55,458 from the Adult program to the Dislocated Worker program. It consists of the following:

- In the program revenue section, the prior year balances are adjusted to reflect closeout figures in the amount of $7,747 in the Adult and Dislocated Worker programs. As well as removing a transfer request that is not needed in the amount of $63,205.
- The transfer consists of the resolution passed at the previous executive committee meeting to approve ResCare's Adult & Dislocated Worker request of $190,850 from the Adult to Dislocated Worker program.
- It also contains a budget adjustment request (presented as an agenda item for this meeting) from ResCare's One-Stop Operator contract to decrease their Dislocated Worker funds in the amount of $40,375 and increase their Adult and Dislocated Worker funds by $19,123 and $21,252, respectively. There is no increase or decrease to their contract amount.

The budget contains four funding streams: The Adult program; Dislocated Worker program; Youth program; and the Administrative funds.

- Please view the three attachments to this item.
    1) Current Budget
    2) Proposed Budget Amendment No. 4
    3) Differences Between the Current Budget and the Proposed Budget Amendment (this attachment shows the additional program allocations)

RECOMMENDATION

A motion to approve Resolution 19 – 66.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Current Budget; Proposed Budget Amendment No. 4; Differences Between the Current Budget and the Proposed Budget Amendment

Southwestern Area Workforce Development Board

Workforce Innovation and Opportunity Act

Program Year 2019 / Fiscal Year 2020 Budget

Current Budget Amendment No. 3

Program Revenue	**Total**	**Administration**	**Adult**	**Dislocated Worker**	**Youth**	**Percent of Total**
Administration	$ 545,585	$ 545,585				7%
Adult	$ 1,186,024		$ 1,186,024			15%
Dislocated Worker	$ 2,003,131			$ 2,003,131		25%
Youth	$ 1,721,110				$ 1,721,110	22%
Sub-total	**$ 5,455,850**	**$ 545,585**	**$ 1,186,024**	**$ 2,003,131**	**$ 1,721,110**	**68%**
Prior Year Balances	$ 2,548,291	$ 378,038	$ 1,008,968	$ 567,059	$ 594,226	32%
Transfer from Dislocated Worker to Adult	$ -		$ 1,150,000	$ (1,150,000)		0%
**2nd Transfer from Dislocated Worker to Adult	$ -	$ -	$ 63,205	$ (63,205)	$ -	
Total	**$ 8,004,141**	**$ 923,623**	**$ 3,408,197**	**$ 1,356,985**	**$ 2,315,336**	**100%**

Program Allocations	**Total**	**Administration**	**Adult**	**Dislocated Worker**	**Youth**	**Percent of Total**
Adult & Dislocated Worker Provider	$ 3,717,000	$ -	$ 2,900,642	$ 816,358		46%
Youth Service Provider	$ 1,962,000				$ 1,962,000	25%
Youth Service Providers (Alamo Navajo)	$ 145,000				$ 145,000	2%
Administrative Entity	$ 488,000	$ 175,345	$ 135,350	$ 55,000	$ 122,305	6%
One Stop Operator	$ 270,000		$ 135,000	$ 85,000	$ 50,000	3%
Fiscal Agent	$ 175,000	$ 175,000				2%
Board & CEO	$ 464,161	$ 464,161				6%
Special Projects	$ 90,000		$ 90,000			1%
Reserves (July 1, 2019 - June 30, 2020)	$ -	$ -			$ -	0.00%
Reserves (July 1, 2020 - Sept. 30, 2020)	$ 692,980	$ 109,117	$ 147,205	$ 400,627	$ 36,031	8.66%
Total	$ 8,004,141	$ 923,623	$ 3,408,197	$ 1,356,985	$ 2,315,336	100%
Unobligated Balance	$ -	$ -	$ -	$ -	$ -	

Southwestern Area Workforce Development Board

Workforce Innovation and Opportunity Act

Program Year 2019 / Fiscal Year 2020 Budget

Proposed Budget Amendment No. 4

Program Revenue	**Total**	**Administration**	**Adult**	**Dislocated Worker**	**Youth**	**Percent of Total**
Administration	$ 545,585	$ 545,585				7%
Adult	$ 1,186,024		$ 1,186,024			15%
Dislocated Worker	$ 2,003,131			$ 2,003,131		25%
Youth	$ 1,721,110				$ 1,721,110	22%
Sub-total	**$ 5,455,850.00**	**$ 545,585.00**	**$ 1,186,024.00**	**$ 2,003,131.00**	**$ 1,721,110.00**	**68%**
Prior Year Balances	$ 2,548,290.02	$ 378,038.02	$ 1,016,715.00	$ 559,311.00	$ 594,226.00	32%
*Transfer from Dislocated Worker to Adult	$ -	$ -	$ 1,150,000.00	$ (1,150,000.00)		0%
**2nd Transfer from Dislocated Worker to Adult			$ -	$ -		
Total	**$ 8,004,140.02**	**$ 923,623.02**	**$ 3,352,739.00**	**$ 1,412,442.00**	**$ 2,315,336.00**	**100%**

Program Allocations	**Total**	**Administration**	**Adult**	**Dislocated Worker**	**Youth**	**Percent of Total**
Adult & Dislocated Worker Provider	$ 3,717,000	$ -	$ 2,709,792	$ 1,007,208		46%
Youth Service Provider	$ 1,962,000				$ 1,962,000	25%
Youth Service Providers (Alamo Navajo)	$ 145,000				$ 145,000	2%
Administrative Entity	$ 488,000	$ 175,345	$ 135,350	$ 55,000	$ 122,305	6%
One Stop Operator	$ 270,000		$ 154,123	$ 44,625	$ 71,252	3%
Fiscal Agent	$ 175,000	$ 175,000				2%
Board & CEO	$ 464,161	$ 464,161				6%
Special Projects	$ 90,000		$ 90,000			1%
Reserves (July 1, 2019 - June 30, 2020)	$ -	$ -			$ -	0.00%
Reserves (July 1, 2020 - Sept. 30, 2020)	$ 692,979	$ 109,117	$ 263,474	$ 305,609	$ 14,779	8.66%
Total	$ 8,004,140	$ 923,623	$ 3,352,739	$ 1,412,442	$ 2,315,336	100%
Unobligated Balance	$ -	$ -	$ -	$ -	$ -	

**2nd Transfer $63,205 was not necessary to submit to DWS

Southwestern Area Workforce Development Board

Workforce Innovation and Opportunity Act

Program Year 2019 / Fiscal Year 2020 Budget

Differences Between Current and Proposed Budget

Program Revenue	Total	Administration	Adult	Dislocated Worker	Youth
Administration	$ -	$ -			
Adult	$ -		$ -		
Dislocated Worker	$ -			$ -	
Youth	$ -				$ -
Sub-total	**$ -**	$ -	$ -	$ -	$ -
Prior Year Balances	$ -	$ -	$ 7,747	$ (7,748)	$ 0
Transfer from Dislocated Worker to Adult	$ -	$ -	$ -	$ -	$ -
**2nd Transfer from Dislocated Worker to Adult	$ -	$ -	$ (63,205)	$ 63,205	$ -
Total	**$ -**	**$ -**	**$ (55,458)**	**$ 55,457**	**$ 0**

Program Allocations	Total	Administration	Adult	Dislocated Worker	Youth
Adult & Dislocated Worker Provider	$ -	$ -	$ (190,850)	$ 190,850	$ -
Youth Service Provider	$ -	$ -	$ -	$ -	$ -
Youth Service Providers (Alamo Navajo)	$ -	$ -	$ -	$ -	$ -
Administrative Entity	$ -	$ -	$ -	$ -	$ -
One Stop Operator	$ -	$ -	$ 19,123	$ (40,375)	$ 21,252
Fiscal Agent	$ -	$ -	$ -	$ -	$ -
Board & CEO	$ -	$ -	$ -	$ -	$ -
Special Projects	$ -	$ -	$ -	$ -	$ -
Reserves (July 1, 2019 - June 30, 2020)	$ -	$ -	$ -	$ -	$ -
Reserves (July 1, 2020 - Sept. 30, 2020)	$ -	$ -	$ 116,269	$ (95,018)	$ (21,252)
Total	$ -	$ -	$ (55,458)	$ 55,457	$ 0
Unobligated Balance	$ -	$ -	$ 0	$ -	$ 0

****2nd Transfer was not necessary to submit to DWS**

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item
*Resolution 19 – 67 ratifies the Executive Committee's resolution to approve the One-Stop Operator Budget Adjustment Request

SUMMARY OF AGENDA ITEM

This item is presented for your consideration to ratify the Executive Committee's resolution to approve the One-Stop Operator Budget Adjustment Request.

Presented for your consideration is a budget adjustment request from the Rescare One Stop Operator.

- Rescare, the One Stop Operator, is requesting to decrease their Dislocated Worker funds in the amount of $40,375 and increase their Adult and Dislocated Worker funds by $19,123 and $21,252, respectively. These adjustments will bring their budget in line with their expenditures by program. There is no increase or decrease to their contract amount.
- Please review the following three attachments to this item provided by Rescare.
    1) Current Budget
    2) Proposed Budget Amendment No. 4
    3) Differences Between the Current Budget and the Proposed Budget Amendment (this attachment shows the additional program allocations)

RECOMMENDATION

A motion to approve Resolution 19 – 67.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Letter; Current Budget; Proposed Budget Amendment; Differences Between the Current Budget and the Proposed Budget Amendment

WORKFORCE INNOVATION AND OPPORTUNITY ACT

WIOA - ONE STOP OPERATOR SERVICES

Cost Response Form - Current Budget

Sub-grant Number PY19 WIOA-1	Contract Period	ResCare Inc.
WIOA - ONE STOP OPERATOR SERVICES	07/01/2019 - 6/30/2020	

Budget Category		Adult	Dislocated Worker	Youth	Total
Staff Salaries	Wage x % of Program				
See attached Staff Cost Plan	*See attached Staff Cost Plan*	$ 55,189	$ 34,721	$ 20,468	$ 110,378
					$ -
Total Staff Salaries		$ 55,189	$ 34,721	$ 20,468	$ 110,378
Fringe Benefits	Percentage or Cost				
FICA/Medicare	7.65%	$ 4,222	$ 2,657	$ 1,565	$ 8,444
FUTA	0.80%	$ 47	$ 30	$ 17	$ 94
SUTA	1.07%	$ 85	$ 54	$ 31	$ 170
Workmans Comp. Ins.	3.48%	$ 1,921	$ 1,209	$ 711	$ 3,841
Health Care Ins.	9.65%	$ 5,326	$ 3,353	$ 1,972	$ 10,651
Retirement					$ -
Total Fringe Benefits		$ 11,601	$ 7,303	$ 4,296	$ 23,200
Travel	Descriptions				
Hotel	$150 per night for 24 nights	$ 1,500	$ 951.67	$ 548.33	$ 3,000
Meals	$50 per meal for 30	$ 450	$ 283.33	$ 166.67	$ 900
Airfare	$750 per per trip for 4	$ 1,125	$ 708.33	$ 416.67	$ 2,250
Rental Car	$300 per per trip for 6		$ -		$ -
Mileage	$0.32 per mile for 114,600	$ 3,525	$ 2,255.56	$ 1,269.44	$ 7,050
					$ -
Total Travel		$ 6,600	$ 4,199	$ 2,401	$ 13,200
Materials & Supplies	Descriptions				
Office Supplies	$1,038.36 per Employee	$ 2,185.33	$ 1,361.40	$ 823.33	$ 4,370
Postage/Courier	$184 per month x 12 months	$ 162	$ 102	$ 60	$ 324
Printing Supplies	$2040 per year	$ 100	$ 62	$ 38	$ 200
Sales Tax	8.3125% x Total Funding	$ 9,892	$ 6,228	$ 3,664	$ 19,784
					$ -
Total Materials & Supplies		$ 12,339	$ 7,753	$ 4,585	$ 24,678
Property	Descriptions				
Furniture, Fixtures & Equipment					$ -
Total Facility Rental		$ -			$ -
Facility Rental	Descriptions				
Las Cruces	$900 per month for 12 months	$ 2,747	$ 1,730	$ 1,017	$ 5,494
					$ -
Total Facility Rental		$ 2,747	$ 1,730	$ 1,017	$ 5,494
Miscellaneous	Descriptions				
General & Professional Liability	$5.46 per $1,000 of revenue	$ 683	$ 430	$ 252	$ 1,365
Communication	$75 per month allowance for Cell	$ 900	$ 566.67	$ 333.33	$ 1,800
Awareness Campaign	$980 per month for 12 months	$ 24,680	$ 15,539.57	$ 9,140.93	$ 49,361
Dues & Subcriptions		$ 90	$ 56.67	$ 33.33	$ 180
Profit	$90 per quarter for 4 quarters	$ 8,185	$ 5,153	$ 3,031	$ 16,369
					$ -
					$ -
					$ -
Total Miscellaneous		$ 34,538	$ 21,746	$ 12,791	$ 69,075
Professional Services	Descriptions				
Audit	20% of revenue	$ 250	$ 157	$ 93	$ 500
Payroll Services	$249 per month for FTE for 11FTEs	$ 129	$ 81	$ 48	$ 258
User Fees	$384 per user for 15 users	$ 626	$ 394	$ 232	$ 1,252
Backgroung Check/Drug Screens	$70 per check for 12 checks	$ 35	$ 22	$ 13	$ 70
					$ -
					$ -
Total Professional Services		$ 1,040	$ 654	$ 386	$ 2,080
Indirect Costs	Descriptions				
Indirect Costs	10.33% x operating costs	$ 10,947	$ 6,893	$ 4,055	$ 21,895
					$ -
Total Indirect Cost Rate		$ 10,947	$ 6,893	$ 4,055	$ 21,895
					$ -
Total Participant Services		$ -	$ -		$ -
TOTAL BUDGET EXPENSE		$ 135,001	$ 84,999	$ 49,999	$ 270,000

WORKFORCE INNOVATION AND OPPORTUNITY ACT

WIOA - ONE STOP OPERATOR SERVICES

Cost Response Form - Proposed Budget

Sub-grant Number PY19 WIOA-1	Contract Period	ResCare Inc.
WIOA - ONE STOP OPERATOR SERVICES	07/01/2019 - 6/30/2020	

Budget Category		Adult	Dislocated Worker	Youth	Total
Staff Salaries	Wage x % of Program				
See attached Staff Cost Plan	*See attached Staff Cost Plan*	$ 63,001	$ 18,229	$ 29,148	$ 110,378
					$ -
Total Staff Salaries		$ 63,001	$ 18,229	$ 29,148	$ 110,378
Fringe Benefits	Percentage or Cost				
FICA/Medicare	7.65%	$ 4,820	$ 1,395	$ 2,229	$ 8,444
FUTA	0.80%	$ 54	$ 16	$ 25	$ 94
SUTA	1.07%	$ 97	$ 29	$ 45	$ 170
Workmans Comp. Ins.	3.48%	$ 2,193	$ 635	$ 1,013	$ 3,841
Health Care Ins.	9.65%	$ 6,080	$ 1,761	$ 2,810	$ 10,651
Retirement					$ -
Total Fringe Benefits		$ 13,244	$ 3,835	$ 6,121	$ 23,200
Travel	Descriptions				
Hotel	$150 per night for 24 nights	$ 814	$ 224.67	$ 356.33	$ 1,395
Meals	$50 per meal for 30	$ 150	$ 33.33	$ 61.67	$ 245
Airfare	$750 per per trip for 4	$ 375	$ 372.33	$ 192.67	$ 940
Rental Car	$300 per per trip for 6	$ 3,000	$ 800.00	$ 1,300.00	$ 5,100
Mileage	$0.32 per mile for 114,600	$ 333	$ 83.67	$ 173.33	$ 590
					$ -
Total Travel		$ 4,672	$ 1,514	$ 2,084	$ 8,270
Materials & Supplies	Descriptions				
Office Supplies	$1,038.36 per Employee	$ 2,544.00	$ 715.33	$ 1,391.67	$ 4,651
Postage/Courier	$184 per month x 12 months	$ 406	$ 105	$ 163	$ 674
Printing Supplies	$2040 per year	$ 114	$ 33	$ 54	$ 200
Sales Tax	8.3125% x Total Funding	$ 11,294	$ 3,269	$ 5,221	$ 19,784
					$ -
Total Materials & Supplies		$ 14,358	$ 4,122	$ 6,829	$ 25,309
Property	Descriptions				
Furniture, Fixtures & Equipment					$ -
Total Facility Rental		$ -			$ -
Facility Rental	Descriptions				
Las Cruces	$900 per month for 12 months	$ 5,532	$ 1,598	$ 2,414	$ 9,544
					$ -
Total Facility Rental		$ 5,532	$ 1,598	$ 2,414	$ 9,544
Miscellaneous	Descriptions				
General & Professional Liability	$5.46 per $1,000 of revenue	$ 780	$ 226	$ 360	$ 1,365
Communication	$75 per month allowance for Cell	$ 1,028	$ 297.67	$ 474.33	$ 1,800
Awareness Campaign	$980 per month for 12 months	$ 28,176	$ 8,158.68	$ 13,025.82	$ 49,361
Dues & Subcriptions		$ 528	$ 29.50	$ 222.50	$ 780
Profit	$90 per quarter for 4 quarters	$ 9,344	$ 2,706	$ 4,319	$ 16,369
					$ -
					$ -
					$ -
Total Miscellaneous		$ 39,856	$ 11,417	$ 18,401	$ 69,675
Professional Services	Descriptions				
Audit	20% of revenue	$ 285	$ 83	$ 132	$ 500
Payroll Services	$249 per month for FTE for 11FTEs	$ 148	$ 42	$ 69	$ 258
User Fees	$384 per user for 15 users	$ 491	$ 156	$ 256	$ 902
Backgroung Check/Drug Screens	$70 per check for 12 checks	$ 40	$ 12	$ 19	$ 70
					$ -
					$ -
Total Professional Services		$ 964	$ 291	$ 475	$ 1,730
Indirect Costs	Descriptions				
Indirect Costs	10.33% x operating costs	$ 12,498	$ 3,619	$ 5,778	$ 21,895
					$ -
Total Indirect Cost Rate		$ 12,498	$ 3,619	$ 5,778	$ 21,895
					$ -
Total Participant Services					$ -
TOTAL BUDGET EXPENSE		$ 154,125	$ 44,625	$ 71,251	$ 270,000

WORKFORCE INNOVATION AND OPPORTUNITY ACT

WIOA - ONE STOP OPERATOR SERVICES

Cost Response Form - Difference Between Current and Proposed Budgets

Sub-grant Number	Contract Period	ResCare Inc.
WIOA - ONE STOP OPERATOR SERVICES	07/01/2019 - 6/30/2020	

Budget Category		Adult	Dislocated Worker	Youth	Total
Staff Salaries	Wage x % of Program				
See attached Staff Cost Plan	*See attached Staff Cost Plan*	$ 7,812	$ (16,492)	$ 8,680	$ -
		$ -	$ -	$ -	$ -
Total Staff Salaries		$ 7,812	$ (16,492)	$ 8,680	$ -
Fringe Benefits	Percentage or Cost				
FICA/Medicare	7.65%	$ 598	$ (1,263)	$ 664	$ (0)
FUTA	0.80%	$ 7	$ (15)	$ 8	$ -
SUTA	1.07%	$ 12	$ (26)	$ 14	$ -
Workmans Comp. Ins.	3.48%	$ 272	$ (574)	$ 302	$ -
Health Care Ins.	9.65%	$ 754	$ (1,592)	$ 838	$ -
Retirement		$ -	$ -	$ -	$ -
Total Fringe Benefits		$ 1,643	$ (3,469)	$ 1,825	$ (0)
Travel	Descriptions				
Hotel	$150 per night for 24 nights	$ (686)	$ (727)	$ (192)	$ (1,605)
Meals	$50 per meal for 30	$ (300)	$ (250)	$ (105)	$ (655)
Airfare	$750 per per trip for 4	$ (750)	$ (336)	$ (224)	$ (1,310)
Rental Car	$300 per per trip for 6	$ 3,000	$ 800	$ 1,300	$ 5,100
Mileage	$0.32 per mile for 114,600	$ (3,192)	$ (2,172)	$ (1,096)	$ (6,460)
		$ -	$ -	$ -	$ -
Total Travel		$ (1,928)	$ (2,685)	$ (317)	$ (4,930)
Materials & Supplies	Descriptions				
Office Supplies	$1,038.36 per Employee	$ 359	$ (646)	$ 568	$ 281
Postage/Courier	$184 per month x 12 months	$ 244	$ 3	$ 103	$ 350
Printing Supplies	$2040 per year	$ 14	$ (30)	$ 16	$ -
Sales Tax	8.3125% x Total Funding	$ 1,402	$ (2,959)	$ 1,557	$ -
		$ -	$ -	$ -	$ -
Total Materials & Supplies		$ 2,019	$ (3,632)	$ 2,244	$ 631
Property	Descriptions				
Furniture, Fixtures & Equipment		$ -	$ -	$ -	$ -
Total Facility Rental		$ -	$ -	$ -	$ -
Facility Rental	Descriptions				
Las Cruces	$900 per month for 12 months	$ 2,785	$ (132)	$ 1,397	$ 4,050
		$ -	$ -		$ -
Total Facility Rental		$ 2,785	$ (132)	$ 1,397	$ 4,050
Miscellaneous	Descriptions				
General & Professional Liability	$5.46 per $1,000 of revenue	$ 97	$ (205)	$ 108	$ -
Communication	$75 per month allowance for Cell	$ 128	$ (269)	$ 141	$ -
Awareness Campaign	$980 per month for 12 months	$ 3,496	$ (7,381)	$ 3,885	$ -
Dues & Subcriptions		$ 438	$ (27)	$ 189	$ 600
Profit	$90 per quarter for 4 quarters	$ 1,159	$ (2,447)	$ 1,288	$ -
	9% of Operating Cost	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
Total Miscellaneous		$ 5,318	$ (10,329)	$ 5,611	$ 600
Professional Services	Descriptions				
Audit	20% of revenue	$ 35	$ (74)	$ 39	$ -
Payroll Services	$249 per month for FTE for 11FTEs	$ 19	$ (40)	$ 21	$ (1)
User Fees	$384 per user for 15 users	$ (135)	$ (239)	$ 24	$ (350)
Backgroung Check/Drug Screens	$70 per check for 12 checks	$ 5	$ (11)	$ 6	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
Total Professional Services		$ (77)	$ (363)	$ 89	$ (351)
Indirect Costs	Descriptions				
Indirect Costs	10.33% x operating costs	$ 1,551	$ (3,274)	$ 1,723	$ -
				$ -	
Total Indirect Cost Rate		$ 1,551	$ (3,274)	$ 1,723	$ -
Total Participant Services					$ -
TOTAL BUDGET EXPENSE		$ 19,123	$ (40,375)	$ 21,252	$ 0

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Consent Agenda Item

*Resolution 19 – 68 approves the PY20 Open Meetings Act Resolution

SUMMARY OF AGENDA ITEM

- The Open Meetings Act Resolution is presented for your review and approval for the period of July 1, 2020 through June 30, 2021.
- Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Section 10-15-1 to 4) states that, except as may be otherwise provided in the Constitution or the provision of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the deregulated authority of such body, are declared to be public meetings open to the public at all times.

RECOMMENDATION

A motion to accept Resolution 19 – 68.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Open Meetings Act Resolution

OPEN MEETINGS ACT RESOLUTION
of the
Southwestern Area Workforce Development Board

WHEREAS, the members of the Southwestern Area Workforce Development Board met at a special virtual meeting via Zoom due to the public health emergency declaration on June 26, 2020, as required by law; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Southwestern Area Workforce Development Board that effective July 1, 2020:

1. All meetings shall be held at the time indicated in the meeting notice.

2. Unless otherwise specified, regular meetings shall be held at least once each quarter. The agenda for meetings will be available at least seventy-two (72) hours prior to the meeting from the Administrative Entity, whose office is located at 600 Highway 195, Suite C, Elephant Butte, New Mexico 87935. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.

3. Special Meetings may be called by the Chair or a majority of the members upon three (3) days notice. The notice shall include information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting.

4. Emergency meetings will be called under only unforeseen circumstances which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. Emergency meetings may be called by the Chair or a majority of the members upon twenty-four (24) hours notice, unless threat of personal injury or property damage requires less

notice. The notice for all emergency meetings shall include information on how the public may obtain a copy of the agenda.

5. For the purpose of regular meetings described in Paragraph 2 of this resolution, notice requirements are met if notice of the date, time, and location of meeting is placed in a newspaper of general circulation.

6. For the purpose of special meetings or emergency meetings described in Paragraphs 3 and 4 of this resolution, notice requirements shall be met by posting notice of the date, time, and place of the meeting at all service provider offices in the following counties: Catron, Doña Ana, Grant, Hidalgo, Luna, Sierra, and Socorro. The notice or meeting agenda shall also be posted on the www.employnm.com website. In addition, the notice shall include broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request to receive such notices.

7. In addition to the information specified above, all notices shall include the following language: "The Southwestern Area Workforce Development Board is an Equal Opportunity Employer and will make every effort to provide reasonable accommodations for persons with disabilities who wish to attend a public meeting. Please provide notification at least 48 hours before the meeting by calling (575) 744-4857. Funded by the U.S. Department of Labor".

8. The Southwestern Area Workforce Development Board may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

   A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

   B. If the decision to hold a closed meeting is made when the Southwestern Area Workforce Development Board is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provisions of the law authorizing the closed meetings and the subjects to be discussed with reasonable specificity to be given to the members and to the general public.

   C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

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

Passed by the Southwestern Area Workforce Development Board the 26th day of June 2020.

Attested:

_____
Chair

_____
Date

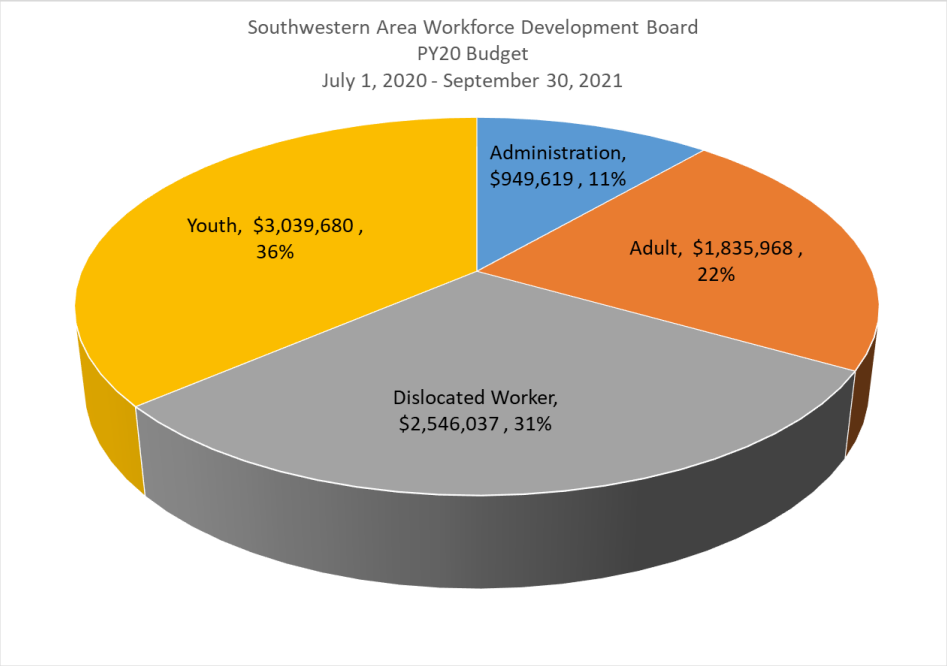
AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Agenda Item
Resolution 19 – 69 approves the PY20 Southwestern Area Workforce Development Board Budget

SUMMARY OF AGENDA ITEM

- This item is presented for your review and consideration to approve the Workforce Innovation and Opportunity Act budget for the next funding cycle beginning July 1, 2020 and ending September 30, 2021.
- The total proposed budget is $8,371,304.00, of which $1,102,804.00 is reserved for the first quarter of the next program year.
- Fund utilization plans in project $2,857,284 to be carried in from PY19 and allocated for use in PY20.
- The budget is balanced with no unobligated amounts.
- The following chart illustrates the four funding streams and their allocations by amounts and percentages. Attached is the budget spreadsheet showing similar amounts and a breakdown by allocation.



RECOMMENDATION

A motion to approve Resolution 19 – 69.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Budget for PY20/FY21

Southwestern Area Workforce Development Board

Workforce Innovation and Opportunity Act

Program Year 2020 / Fiscal Year 2021

Proposed Budget

Program Revenue	Total	Administration	Adult	Dislocated Worker	Youth	Percent of Total
Administration	$ 551,401	$ 551,401				7%
Adult	$ 1,232,683		$ 1,232,683			15%
Dislocated Worker	$ 1,890,806			$ 1,890,806		23%
Youth	$ 1,839,130				$ 1,839,130	22%
Sub-total	**$ 5,514,020**	**$ 551,401**	**$ 1,232,683**	**$ 1,890,806**	**$ 1,839,130**	**66%**
Projected Prior Year Balances	$ 2,857,284	$ 398,218	$ 603,285	$ 655,231	$ 1,200,550	34%
1st Transfer from Dislocated Worker to Adult	$ -					0%
2nd Transfer from Dislocated Worker to Adult	$ -					0%
Total	**$ 8,371,304**	**$ 949,619**	**$ 1,835,968**	**$ 2,546,037**	**$ 3,039,680**	**100%**

Program Allocations	Total	Administration	Adult	Dislocated Worker	Youth	Percent of Total
Adult & Dislocated Worker Provider	$ 3,100,000	$ -	$ 1,200,000	$ 1,900,000		37%
Youth Service Providers (YDI)	$ 2,100,000				$ 2,100,000	25%
Youth Service Providers (Alamo Navajo)	$ 195,000				$ 195,000	2%
Administrative Entity	$ 600,000	$ 375,000	$ 70,000	$ 75,000	$ 80,000	7%
One Stop Operator	$ 250,000		$ 105,000	$ 85,000	$ 60,000	3%
Fiscal Agent	$ 200,000	$ 200,000				2%
Board & CEO	$ 200,000	$ 200,000				2%
Special Projects	$ 470,000	$ 50,000	$ 150,000	$ 50,000	$ 220,000	6%
Reserve (July 1, 2020 - June 30, 2021)	$ 153,500	$ 14,339	$ 64,431	$ 57,875	$ 16,854	1.83%
Reserve (July 1, 2021 - Sept. 30, 2021)	$ 1,102,804	$ 110,280	$ 246,537	$ 378,161	$ 367,826	13.17%
Total	$ 8,371,304	$ 949,619	$ 1,835,968	$ 2,546,037	$ 3,039,680	100%
Unobligated Balance	$ -	$ -	$ -	$ -	$ -	

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Agenda Item
Resolution 19 – 70 approves a government to government contract agreement with Alamo Navajo Schools to provide WIOA Youth Services in the amount approved in the PY20 SAWDB Budget for the period of July 1, 2020 through June 30, 2021, and authorizes the board chair or vice chair to sign the agreement

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to approve a government to government contract agreement with Alamo Navajo School Board in the amount authorized in the PY20 board budget.
- The scope of work provides WIOA youth services for individuals residing in the Alamo Navajo area and the term of the agreement is from July 1, 2020 through June 30, 2021.
- The number of individuals to be served is contained in the budget summary section of the agreement.
- The Administrative Entity will obtain exhibits from the service provider for inclusion in the contract agreement.

RECOMMENDATION

A motion to accept Resolution 19 – 70.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Proposed Contract Agreement

WIOA SERVICES	1. CONTRACT/MODIFACTION NO.	CONTRACT PERIOD
CONTRACT COVER SHEET	PY20-WIOA-03	July 1, 2020 - June 30, 2021

This Agreement is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **ALAMO NAVAJO SCHOOL BOARD, INC.**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide WIOA Youth Services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

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

2. NAME OF PROVIDER	3. NAME OF PROVIDERS POINT OF CONTACT
Alamo Navajo School Board, Inc.	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 ☐ Adult ☐ Dislocated Worker ☑ Youth ☐ Administration	5. TYPE OF CONTRACT ACTION ☑ New ☐ Modification ☐ 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).

(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 upon July 1, 2020 and terminate no later than June 30, 2021, 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 wavier(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 discloser 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 that 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. PY 2020 PERFORMANCE MEASURES

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

levels. The performance measures are found in the scope of work of this agreement.

XIV. CORRECTIVE ACTION AND SANCTIONS

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

LWDB: _____ _____
Authorized Signature Date

Sub-Grantee: _____ _____
Authorized Signature Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2020

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

_____ _____

Sub-recipient (PRINTED NAME) DATE

_____

SIGNATURE

ASSURANCES AND CERTIFICATIONS

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

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

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

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

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

1 . Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

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

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the DrugFree 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 of termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an ongoing drug-free awareness program to inform employees about —
      i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
      . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:

   c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —

i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;

b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

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

3. FINANCIAL CAPABILITY CERTIFICATION

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

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

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

EXHIBIT C
INDIRECT COST RATE AGREEMENT

WORKFORCE INNOVATION AND OPPORTUNITY ACT
BUDGET INFORMATION SUMMARY

Budget Information Summary **Sub-recipient Name:** ALAMO NAVAJ(**PY:** 20

TOTAL PLANNED BUDGET BY PROGRAM							
COST CATEGORIES	ADULT	DISLOCATED WORKER	YOUTH Year-Round	YOUTH	5% INCENTIVE	ADMIN	TOTAL
A. Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1. Board Administration							$ -
2. Other Administration	$ -	$ -	$ -			$ -	$ -
B. Program	$ -	$ -	$ 195,000.00	$ -	$ -	$ -	$ 195,000.00
1. One-Stop Operator							$ -
2. Service Providers			$ 195,000.00				$ 195,000.00
TOTALS:	$ -	$ -	$ 195,000.00	$ -	$ -	$ -	$ 195,000.00

TOTAL PLANNED EXPENDITURES BY QUARTER								
	1st QUARTER July-September 2018		2nd QUARTER October-December 2018		3rd QUARTER January-March 2019		4th QUARTER April-June 2018	
	Admin	Program	Admin	Program	Admin	Program	Admin	Program
A. Administration	-	-	-	-	-	-	-	-
1. Board Administrative Costs								
2. Other Administrative Costs								
(a) Fiscal								
(b) Administrative Entity(ies)	-	-	-	-	-	-	-	-
(c) One-Stop Operator								
(d) Service Provider(s)								
B. Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1. One-Stop Center(s)								
(a) Basic Services								
(b) Career Services								
(c) Training Services								
2. Service Provider(s)								
(a) Basic Services								
(b) Youth	**VIEW ATTACHMENT A - FUND UTILIZATION PLAN**							
(i) Work Experience (WE)								
(c) Training Services								
(i) Individual Training Accounts (ITAs)								
(ii) On-the-Job Training (OJT)								
(iii) Supportive Services								

(iv) Relocation								
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM

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

Part I.

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

To Be Completed by Subcontractor * - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

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

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

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name:_____

Subcontractor's Physical Address:_____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

_____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

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

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

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

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

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

Name and Compensation

1._____ $_____

2._____ $_____

3._____ $_____

4._____ $_____

5._____ $_____

Subcontractor Contact Information (person completing form):

_____ _____ _____

Type Name Title Date

Entity Email Address: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

—OR—

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

_____ _____

Signature Date

EXHIBIT D
BUDGET INFORMATION SUMMARY

Alamo Navajo School Board, Inc.
Division of Community Services
Workforce Innovation & Opportunity Act
Southwestern Area Workforce Development Board
Scope of Work
PY2020-21

ABSTRACT

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

Due to the PANDEMIC COVID-19, all safety precautions according to the CDC will be practiced daily. All individuals will have their body temperature taken, wear masks, wash hands, practice social distancing, etc. throughout the building. WIOA participants will initially receive CDC safety precautions and recommendations. Participants will receive online learning and distance education to meet their educational goals. Each participant who does not have a laptop will be issued one for use in attaining the skills necessary toward the goal of making one or two level gains on their TABE assessment and/or passing their HiSet exam. Because internet connectivity and WiFi at participant's individual homes is a barrier the division of community services will assign WIFI password to allow participants who wish to work on their assignments outside the building in the safety of their own vehicle. For others, we will work

out a schedule or plan to provide for them to use the two computer labs in the Community Services Building. The overall scope of work for WIOA in Alamo is to assist unemployed and low income individuals to become economically self-sufficient. The goals and objectives of the WIOA Program will be delivered in a manner that provides safety to all constituents of the WIOA program. The delivery of instruction for meeting the educational needs of youth with the priority of services in basic skills will be through a combination of online learning and/or distance education with scheduled dates and time for individuals to receive Essential Education, online TABE testing, Job Readiness, career exploration and training. Work experience will be delivered in a manner that teaches job readiness and employability skills. Participants will be directed to connect to the internet for job search activities and job readiness activities. This activity will be conducted until it is safe to return to the worksite. In addition, OJT and ITA's will be available if needed.

Memorandums of understanding (MOUs) are in place to offer postsecondary programs of study that include a sequence of courses that are aligned with an industry-recognized credential, certificate, and/or Associate degree programs that include academic standards and Career Technical Skills to prepare students for continuing education and/or entering the workforce. The program will assist youth participants to overcome barriers that impede their educational success. Currently, most postsecondary institutions offer online, distance learning opportunities for youth.

INTRODUCTION

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

According to the Native American Data from the 2000 Census the population was 1,580, of which 140 are unemployed and 1,105 meet high poverty levels. In contrast to the 2010 Census population count is 2,035 Alamo residents who reside in this high poverty area. Many of Alamo Navajo community members reside in borderline towns such as Socorro or Magdalena, New Mexico. About 80% of the population speaks the Navajo language. A major concern of the elders of the Alamo community is the decrease of the Navajo Language spoken amongst the youth population. There is a need to restore the culture and language of the community to the youth so Navajo Language I & II is offered to the students in High school.

Community Population and Labor Market Information (LMI) of 2010

	Alamo	Socorro County	New Mexico	Navajo Nation	USA
Population	2,035[1]	17866	2,059,179	178,100	308,745,528
Per Capita Income	$5,273	$18,206	$23,537	$10,248	$27,915
% Unemployed	14.5%	6.2%	8.2%	24%	8.7%
% Not in Labor Force	63.5%	53.2%	38.4%	54.2%	35.2%
% Native American	96.7%	10.2%	9.1%	94%	.9%
%Living in Poverty	43%	27.4%	19%%	37.2%%	10.5%%
% < HS Education	40.4%	22.2%%	17%	27.9%	14.6%
Some College	10.1%	19.2%	23.6%	20.9%	21%
Associate Degree	2.3%	4.7%	7.3%	9.6%	7.6%
Bachelor's Degree	3%	11.3%	14.7%	5.1%	17.7%
Master's Degree	0.26%	9.8%	10.8%	4.2%	10.5%
% Limited English	43.7%	14.2%	9.7%		8.7%
Public Assistance	9%	4.1%	2.6%	9.4%	2.6%
Food Stamps	41.4%	17.8%	11.2%	28.5%	10.2%
Median Age	30.4	36.3	36.7		37.2

As seen on the above chart, the Alamo Navajo population represents over 11% of the total county population and the Native American population in the county resides primarily on the Alamo Navajo Reservation. The data documents the isolation and poverty of the Alamo Community in its relation to the rest of the county, the rest of the state, and the rest of the Navajo Nation. Alamo is one of the poorest Reservation communities in the State of New

[1] Source: Census 2010.

Mexico with a 14.5% unemployment rate, with an additional 63.5% of the population not in the labor force, and 43% of the population living under the poverty level.

1. **OVERALL SERVICE STRATEGY.**

The overall scope of work is to assist unemployed and low income individuals to become economically self-sufficient. Due to the PANDEMIC COVID-19 the delivery of instruction and work experience activities will be conducted online and will follow a scheduled day and time for computer use in the building. There will be an innovation or new method of delivering employability skills training each month to help prepare individuals with the skills needed to prepare for the workforce. The local radio is an excellent resource to broadcast information about the WIOA program to the community through a combination of Public Service Announcements (PSA's) and open forums. The initial intake process helps participants understand the expectations of the program as well as assist with Career Exploration activities. Participants complete an Individual Education Plan (IEP) that serves as a guide for creating their future short and long range goals. The IEP also helps participants understand the importance of goals in planning their future. Case Management and Reporting activities will be implemented according to WIOA rules and regulations. To address the adult education needs of the out of school population, Essential Education, an online HiSET educational program as well as the online Test of Adult Basic Education (TABE) have been purchased to allow the Alamo Adult Education to operate its own Adult Education Program that meets the needs of the WIOA participants. Upon successful completion of

the high school diploma, participants will be transitioned to postsecondary education; industry recognized training, and/or employment. The priority of service to the Alamo community is Basic Skills Deficiency. Even though Navajo is the primary spoken language in the home most of the people can't read the written Navajo Language and English language is a second language. Most of the population served in Alamo are neither fluent in Navajo or English. All eligible participants will be required to take the online Pre and Post TABE 11/12 assessment to determine academic abilities. For the southwestern area the TABE assessment is the primary assessment used to determine English reading, writing, or computing skills at or below the 8th grade level. An instructional program that consists of Essential Education and/or PLATO program will be used to track student attendance progress over a period of time. In addition, short term classes in special topic areas as well as one on one instruction will be conducted to allow students to concentrate on the areas of study where there are gaps before preparing for the HiSet exam. An Adult Education Instructor will be paid on a part-time basis to monitor student progress each week and develop and safely distribute Educational Packets for the participants to complete during this COVID-19 pandemic. Through her assistance and Community Services WiFi the participants have been able to continue to learn and work toward the goal of preparing for the HiSET as well as increasing their educational levels.

2. **PARTICIPANTS SERVED.**

The plan will offer work experience by offering job readiness and employability skills training, supportive service cost, career/college readiness

and career exploration. The enrollment goals for PY20-21 is to serve a total of thirty (30) youth (10 in-school and 20 out-of-school). Ten (10) in-school youth will receive 280 hours of online/distance education instruction as required by the local school. Twenty (20) out-of-school youth will receive 360 hours of work experience, online training, job readiness, employability skills, OJT, and ITA's. All participants will receive $9.00 per hour at a total of twenty-four (24) per week. The participants served are from the Alamo Navajo reservation, which is considered a high poverty area, thus, meets the eligibility criteria for WIOA eligibility and assistance.

Because of the Alamo's remote location and distance from Magdalena and Socorro, New Mexico, transportation services will be provided for twenty (20) out-of-school WIOA participants. The Alamo Navajo Community School has a lease agreement with GSA to provide GSA vehicles for the local school district and other programs in need of transportation. This is an in-kind contribution by the school to allow Community Services to use a GSA Ford Expedition to transport students to their job site. Insurance is covered by the administrative cost. The WIOA grant will pay for the Part-Time Driver and fuel cost as a supportive service cost.

The online TABE assessment is available to all participants. Online TABE testing will be scheduled with no more than two or three individuals in the computer lab at one time. All participants are expected to wear their masks and practice social distancing. Based on the TABE scores, a prescribed educational plan will be communicated to youth to help increase their basic skills sets through, employability skills training, and the computerized PLATO

or Essential Education programs. Independent study, online and distance learning, will be the methods of instruction. The assessment is to identify academic abilities and the goal is to assist individuals to make level gains on their educational functioning levels and/or to pass the HiSet assessment to attain a high school diploma. As part of the college readiness initiative, the Native American Career and Technical Education Program (NACTEP) funded under the U.S. Department of Education as a resource for individuals to seek post-secondary comprehensive guidance and counseling and preparation for an industry recognized credential and/or Associate degree. Eligible individuals will receive financial assistance as a last resort after all other grants and scholarships are exhausted.

3. **ARRAY OF SERVICES**. Educational, training, and employment services are provided to eligible WIOA participants and will meet the requirements of the WIOA program and CDC recommendations for COVID-19 Pandemic. Distance learning opportunities through MOU's with New Mexico educational institutions are available. College credits are attained in Alamo through these agreements. Keyboarding and formatting classes are two of many other classes under the Administrative Office Specialist program of study towards a certificate and/or a Two-Year Associate of Applied Science Degree. Occupational training in the health fields such as CNA and EMT is provided based on the availability of instructors. A Class A or B Commercial Driver's License for either School Bus Driver or Tractor/Trailer operator is offered to learners who are interested in public transportation or trucking fields. Distance learning/online training will be provided to students to raise educational skills is required as a pre-requisite

to the actual training. The training requires individuals to take an assessment to attain their license or industry recognized credential and many times this is a challenge for individuals to pass the assessments.

Within the fiscal year, an ***incentive program*** will be initiated to encourage and award students for their accomplishments in the following categories:

1. End of Year Program Completion, $100.00; as measured by completion of hours, high school diploma or GED. Documentation of the high school diploma or GED will be placed in the student files. Placement in post-secondary education.
2. Complete Financial Literacy Six-Week Modules, $100.00; as measured by attendance, agenda, and certificate of completion. Copy of the certificate of completion will be placed in the student files.
3. Driver's Education: "None for the Road," DWI awareness training as well as the New Mexico Driver's Manual, $25.00; as measured by receiving a New Mexico driver's license. A copy of the driver's license will be placed in the students file.
4. Keyboarding Modules, Lessons 1-16, target Accuracy and Speed, $100.00; measured by documentation showing completion test scores indicating level of increase in Accuracy and Speed.
5. Employability Skills Training, completion of various modules including Time Management, Soft Skills, Interview Process, How to Ask for Letters of Recommendations, Procrastination, Business Etiquette, Dress for Success, Food Handler's training; measured by certificate of completion, placement in employment, post-secondary education or military. A copy of employment information which may include a check stub or letter of employment, etc.
6. Career Exploration/Life Skills, sessions include Career Clusters Interest Surveys, John Holland's, Self-Directed Search, Test Taking Strategies, Building Self-Esteem/Self-Confidence, Level gains from pre to post on TABE 11/12, Essential Education, number of hours, attainment of High School

diploma and/or attainment of industry-recognized credential, $100.00; measured by a certificate of completion, copy of high school diploma, letters of admission to postsecondary institutions and/or high school diploma; or placement in employment, post-secondary education or military. The SAWDB policies and procedures for incentives will be adhered to.

Certificates of completion will be placed in participant's electronic files and case notes will be updated to reflect the incentive. The initiative will be used as encouragement to keep the students engaged and to complete the program in good standing as well as become successful Adults. The incentives will be linked to an achievement in educational attainment, work readiness skills, occupational skills, attainment of goals identified in the IEP, financial literacy, etc.

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

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

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

AND have one or more of the following:

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

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

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

4. PERFORMANCE GOALS AND OBJECTIVES (Expected Outcomes)

A **Memorandum of Understanding (MOU)** between the local school districts and the Alamo WIOA Year Round Youth Program to define the performance goals and objectives addressed within FY20/21. The goals and objectives will reflect the 14 elements of WIOA and will comply with local approved policies and procedures for work experience and supportive services.

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

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

1) Tutoring, study skills training, drop-out prevention program that leads to secondary credential completion including post-secondary credential
2) Alternative secondary school or dropout recovery
3) Paid and unpaid work experience coupled with academic and occupational education including:
    i. summer employment
    ii. Pre-apprenticeship program
    iii. Internships and job shadowing and
    iv. OJT
4) Occupational skills training
5) Education offered concurrently with and in the same context as workforce preparation activities
6) Leadership Development Opportunities including student government.
7) Supportive Services
8) Adult Mentoring to at least 12 months
9) Follow-up Services for not less than 12 months
10) Comprehensive Guidance and Counseling
11) Financial Literacy Education
12) Entrepreneurial Skills Training
13) Services that provide labor market and employment information
14) Career Pathways – help youth transition to post-secondary education/training

A brief description of the services includes:

a. **COMPREHENSIVE GUIDANCE AND COUNSELING.** Guidance counseling will be provided by the Alamo School Counselor and NACTEP postsecondary Counselor. Guidance is provided to all in-school and out-of-school youth for postsecondary enrollment via dual credit and/or concurrent enrollment. The

Special Education Department has been extremely helpful in the referral process. The Guidance Counselor works closely with the WIOA Case Manager to seek educational support from the school regarding Tutorial and Study Skill Training, Leadership Development, Adult Mentoring and Career Exploration activities for youth. In addition, for individuals needing substance abuse prevention, counseling, and/or treatment will be referred to the Alamo Health Center, Behavioral Health Department to address these issues.

b. ALTERNATIVE SECONDARY SCHOOL OR DROUP OUT RECOVERY.

The Alamo School has a strong attendance policy to address in-school attendance and follows up with contacting parents and home visits. The effectiveness of this method will be measured by the drop in student absence and decrease in student drop-out rates at school. Students who have dropped out of high school are enrolled in the Essential Education HiSET online program to prepare them for the paper based HiSET examination to receive their high school diploma.

c. PARENTING or PREGNANT TEENS. Youth identified in this category will be referred to an outside agency.

d. WORK EXPERIENCE: Work experience incorporates academic and occupational education. The work experience component will require job readiness training and employability skills. The New Mexico Workforce Connection Online System (NMWCOS) program has a wealth of information regarding career and interest inventories to determine work experience interest. Because of the high unemployment rate on the Alamo Navajo reservation, there are limited employment opportunities. Work experience opportunities will be

located in the surrounding areas of Alamo, Magdalena, and the city of Socorro, NM. With the assistance of the Socorro Workforce Connections office, work/job placements will be located for the out-of-school youth. Supportive services for transportation will be provided at least four (4) days per week for 32 weeks, 16 weeks per semester. The Alamo Navajo School Board has several insured GSA vehicles for providing transportation for WIOA youth to report to work at least four days of the week for PY2020-21. Supportive services for fuel costs are included. There is a pool of licensed part-time drivers to transport students. The WIOA grant consists of supportive services for vehicle fuel and a part-time transportation driver.

e. **LIFE COMMUNICATION.** The Alamo High School has a CREW class that targets Life Communication and the Career Readiness courses. Dual credit classes in College Success are provided to prepare students for postsecondary opportunities.

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

financial decisions that impact the self, the household, and local and global communities. Through WIOA, the youth receive information on financial literacy.

5. LABOR MARKET DEMAND.

The New Mexico Workforce Connection website is an important tool for researching careers and employment information for the job seeker and participant. Each month the workforce connections print out and send monthly Labor Market Information for the state of New Mexico. New Mexico has five (5) workforce regions. Alamo, New Mexico which is part of Socorro County is represented under the Southwestern Area Workforce Development Board. According to the Four-Year plan for the southwestern area, the local board identified aerospace, agricultural, education, health care, information technology, logistic and warehousing, manufacturing, mining, hospitality and tourism, and utilities as its priority industries. The southwestern area encompasses seven counties from central southern New Mexico to the Arizona, Texas, and Mexico borders. New Mexico Institute of Mining and Technology, New Mexico State University and Western New Mexico University are three land grant universities that support the education need of the area. The Alamo Navajo community is not accustomed with the southwestern areas and prefers to seek employment within the surrounding areas and/or to enroll in postsecondary institutions familiar to them such as the Southwestern Indian Polytechnic Institute and Central New Mexico Community College both located in Albuquerque, New Mexico, UNM Valencia in Los Lunas, New Mexico, or Navajo Technical University in Crownpoint, New Mexico. The community is

more accustomed with these areas which have a higher concentration of Native American population as opposed to the southwestern area.

According to the Labor Market Information for New Mexico, below is a listing of occupations by projected growth. In review of this, many Alamo Navajo community members are seeking Certified Nursing Assistant (CNA) licensures to become employed in Home Health or Nursing home positions. Below is a chart showing the projected employment growth by Major Industry, 2016-2026 in the Southwestern Region.

Area Profile for Southwestern, NM

Occupations by Projected Growth Table

The table below shows the occupations with the highest annual openings in Southwestern, NM for the 2016-2026 time period.

Rank	Occupation	2016 Estimated Employment	2026 Projected Employment	2016-2026 Annual Avg. Percent Change	Annual Openings
1	Personal Care Aides	4,274	6,028	3.50%	896
2	Combined Food Preparation and Serving Workers, Including Fast Food	2,580	3,009	1.55%	550
3	Cashiers	2,859	2,833	-0.09%	525
4	Retail Salespersons	2,948	2,994	0.16%	429
5	Waiters and Waitresses	1,988	2,112	0.61%	396
6	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	2,938	2,713	-0.79%	278
7	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	1,961	2,107	0.72%	275
8	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	1,785	1,772	-0.07%	267
9	Home Health Aides	1,212	1,800	4.03%	227
10	Customer Service Representatives	1,614	1,759	0.86%	

6. EMPLOYER ENGAGEMENT.

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

7. PARTNERING.

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

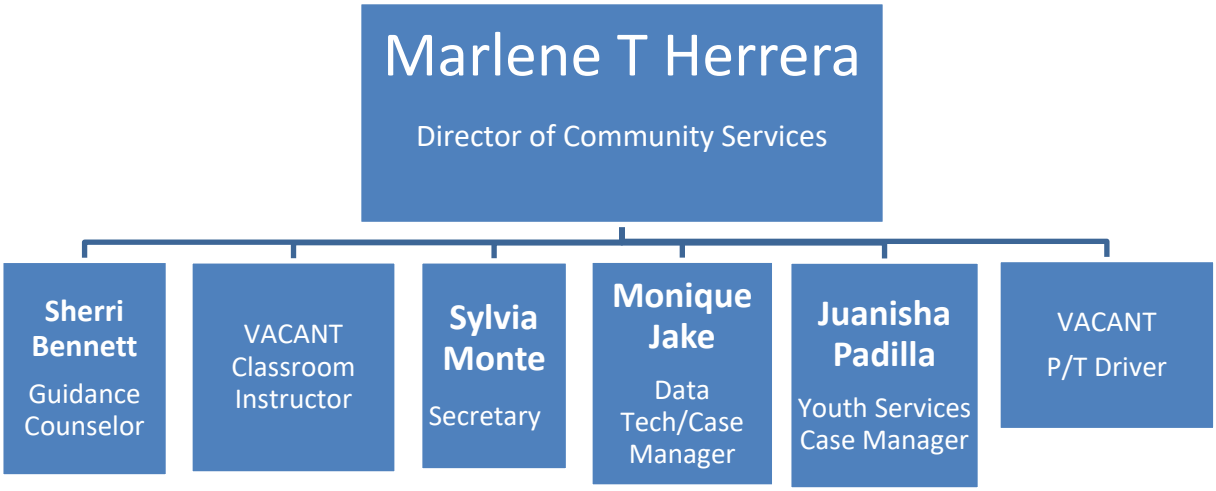
Partners	*Contact Person*	*Services*
Alamo Navajo Community School	School Counselor School Administrators	Comprehensive Guidance and Counseling, Academic/Enrichment programs to address needs of in-school – Career Technical Education/Dual Credit, financial literacy, mentoring programs, job shadowing, etc.
New Mexico Adult Education – UNM Valencia Adult Education	Adult Education Instructor Adult Education Director	TABE assessments, PLATO computerized instructional program, Ed-Ready, Career Ready, Work Keys, etc. HiSet Academy with Essential Education
Native American Career and Technical Education Program (NACTEP)	NACTEP Postsecondary Counselor	Comprehensive Guidance and Counseling in Postsecondary Education, Dual Enrollment/Dual Credit, Career Exploration Training, Employment (CNA, HEO, School Bus Driver Training)Occupational Skills Training
Alamo Navajo Health Clinic and Wellness Center	Health Director	Native Visions for youth, Drug/Alcohol prevention programs, Healthy Families initiative, Alamo Behavioral Health, Parenting Curriculum
Alamo Navajo Natural Resource Department	Program Manager	Collaborative Forest Restoration Grant – provides Forest Worker Certification Training to community youth in preparation for employment.
UNM Valencia Branch Community College	Senior Program Manager	Articulation Agreement for Dual Enrollment for Dual Credit, Industry Recognized Credentials, Certificates, Degree Programs

Navajo Technical University	Dean of Students	Dual Credit Program: Navajo Language Class Administrative Office Specialist Certificate Program Early Childhood
Southwestern Indian Polytechnic Institute	Vice President of Student Affairs	Early Childhood Program
Alamo Navajo School Board	WIOA Section 166 Case Manager,	Leveraging funds with Local Area Education, Training, and Employment Opportunities for youth and adults
New Mexico Job Corps	Albuquerque Director	Job Training Program for Alamo Youth

8. WORKFORCE SYSTEM RELATIONSHIPS.

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

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



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

WORKFORCE INNOVATION AND OPPORTUNITY ACT
Budget Worksheet - Youth Services

Sub-grant Number	Contract Period	Name of Provider
PY20 - WIOA - 03	July 1, 2020 - June 30, 2021	Alamo Navajo School Board, Inc.

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				$ -			$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
Total Staff Salaries		$ 11,669.00	$ 35,007.00	$ 46,676.00	$ -	$ -	$ -	$ 11,669.00	$ 35,007.00	$ 46,676.00

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		$ 893.00	$ 2,679.00	**$ 3,572.00**			$ -	$ 893.00	$ 2,679.00	**$ 3,572.00**
FUTA				$ -			$ -			$ -
SUTA		$ 71.00	$ 214.00	**$ 285.00**			$ -	$ 71.00	$ 214.00	**$ 285.00**
Workmans Comp. Ins.				$ -			$ -			$ -
Workmans Comp. Fee				$ -			$ -			$ -
Health Care Ins.		$ 1,315.00	$ 3,944.00	**$ 5,259.00**			$ -	$ 1,315.00	$ 3,944.00	**$ 5,259.00**
Retirement		$ 466.00	$ 1,403.00	**$ 1,869.00**			$ -	$ 466.00	$ 1,403.00	**$ 1,869.00**
Total Fringe Benefits		**$ 2,745.00**	**$ 8,240.00**	**$ 10,985.00**	$ -	$ -	$ -	**$ 2,745.00**	**$ 8,240.00**	**$ 10,985.00**

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		$ 375.00	$ 1,125.00	**$ 1,500.00**			$ -	$ 375.00	$ 1,125.00	**$ 1,500.00**
Out-of-State Travel										
				$ -			$ -			$ -
Total Travel		**$ 375.00**	**$ 1,125.00**	$ 1,500.00	$ -	$ -	$ -	**$ 375.00**	**$ 1,125.00**	$ 1,500.00

Materials & Supplies	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Office Supplies		$ 342.00	$ 1,026.00	**$ 1,368.00**			$ -	$ 342.00	$ 1,026.00	**$ 1,368.00**
				$ -			$ -			$ -
				$ -			$ -			$ -
				$ -			$ -			$ -
Total Materials & Supplies		**$ 342.00**	**$ 1,026.00**	$ 1,368.00	$ -	$ -	$ -	**$ 342.00**	**$ 1,026.00**	$ 1,368.00

Property	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
							$ -			
							$ -			
Total Property					$ -	$ -	$ -			

Facility Rental	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Leases/rental - bldg.rent (classroom space)		$ 500.00	$ 1,500.00	**$ 2,000.00**			**$ -**	$ 500.00	$ 1,500.00	**$ 2,000.00**
Total Facility Rental		**$ 500.00**	**$ 1,500.00**	**$ 2,000.00**	**$ -**	**$ -**	**$ -**	**$ 500.00**	**$ 1,500.00**	**$ 2,000.00**

Miscellaneous	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Telephone		$ 250.00	$ 750.00	**$ 1,000.00**	$ -	$ -	**$ -**	$ 250.00	$ 750.00	**$ 1,000.00**
Utilities		$ 375.00	$ 1,125.00	**$ 1,500.00**	$ -	$ -	**$ -**	$ 375.00	$ 1,125.00	**$ 1,500.00**
Dessemination		$ 250.00	$ 750.00	**$ 1,000.00**	$ -	$ -	**$ -**	$ 250.00	$ 750.00	**$ 1,000.00**
Other				**$ -**						**$ -**
Total Miscellaneous		**$ 875.00**	**$ 2,625.00**	**$ 3,500.00**	$ -	$ -	**$ -**	**$ 875.00**	**$ 2,625.00**	**$ 3,500.00**

Professional Services	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	**Total**
				$ -	$ -	$ -	**$ -**	$ -	$ -	**$ -**
				$ -	$ -	$ -	**$ -**	$ -	$ -	**$ -**
Total Professional Services		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Profit Incentives	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
				$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Profit Incentives		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Indirect Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Indirect Cost	15.00%	$ 2,427.00	$ 7,281.00	$ 9,708.00			$ -	$ 2,427.00	$ 7,281.00	$ 9,708.00
Total Indirect Cost Rate		**$ 2,427.00**	**$ 7,281.00**	**$ 9,708.00**	**$ -**	**$ -**	**$ -**	**$ 2,427.00**	**$ 7,281.00**	**$ 9,708.00**

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)	280 hrs study skills/WEX x 10 students @ $9.00/hr.; online learning, OJT, ITA's	$ 25,200.00		**$ 25,200.00**			**$ -**	$ 25,200.00		**$ 25,200.00**
Out-of-School Youth (20 participants)	360 hrs/WEX x 20 students @ $9.00/hr.; online learning, job readiness, OJT, ITA's		$ 64,800.00	**$ 64,800.00**			**$ -**		$ 64,800.00	**$ 64,800.00**
FICA @ .0765		$ 1,927.80	$ 4,957.20	**$ 6,885.00**			**$ -**	$ 1,927.80	$ 4,957.20	**$ 6,885.00**
SUTA @ .0061		$ 153.72	$ 395.28	**$ 549.00**			**$ -**	$ 153.72	$ 395.28	**$ 549.00**
Supportive Service Costs and Incentives based on SAWDB policy and procedures (assessments, educational supplies, vehicle fuel, computer supplies, 20 laptops @ $1,000 per laptop pkg.)		$ 5,457.25	$ 16,312.50	**$ 21,829.00**				$ 5,457.25	$ 16,312.50	**$ 21,829.00**
				$ -						
				$ -						
				$ -						
				$ -						
Total Participant Services		**$ 32,738.77**	**$ 86,464.98**	**$ 119,263.00**				**$ 32,738.77**	**$ 86,464.98**	**$ 119,263.00**

TOTAL BUDGET EXPENSE	$ 51,672	$ 143,269	$ 195,000				$ 51,672	$ 143,269	$ 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)	$ 5,167.18	$ 7,163.45	$ 12,330.63				$ 5,167.18	$ 7,163.45	$ 12,330.63
Average Cost per Participant (Operating Costs Only)	$ 1,893.30	$ 2,840.20	$ 4,733.50				$ 1,893.30	$ 2,840.20	$ 4,733.50
Average Cost per Participant (Participant Training Costs Only)	$ 3,273.88	$ 4,323.25	$ 7,597.13				$ 3,273.88	$ 4,323.25	$ 7,597.13
Percentage of In-School Budget (Can not exceed 25% of Total Budget)							25.00%	75.00%	100.00%

OFFEROR'S NAME: ALAMO NAVAJO SCHOOLS

STAFFING PLAN

					PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE
Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	WIOA Youth	Non - WIOA Programs	Total	WIOA Youth
Example: Supervisor	Las Cruces	Yes	$ 18.00	800	80%	20%	100%	$ 11,520.00
Community Services Director	Alamo	Yes	$ 56.47	2,080	5%	95%	100%	$ 5,872.88
Youth Services Case Manager	Alamo	Yes	$ 14.37	2,080	50%	50%	100%	$ 14,944.80
Counselor	Alamo	Yes	$ 33.85	2,080	5%	95%	100%	$ 3,520.40
Secretary	Alamo	Yes	$ 14.42	2,080	25%	75%	100%	$ 7,498.40
P/T Instructor	Alamo	Yes	$ 14.00	400		0%	0%	$ 5,600.00
P/T Van Driver	Alamo	Yes	$ 8.25	1,120		0%	0%	$ 9,240.00
						0%	0%	$ -
						0%	0%	$ -
						0%	0%	$ -
						0%	0%	$ -
						0%	0%	$ -
						0%	0%	$ -
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						0%	0%	$ -
						0%	0%	$ -
						0%	0%	$ -
						0%	0%	$ -
TOTAL								$ 46,676.48

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Agenda Item

Resolution 19 – 71 approves a government to government contract agreement with the South Central Council of Governments to provide WIOA Administrative Entity Services in the amount approved in the PY20 SAWDB Budget for the period of July 1, 2020 through June 30, 2021, and authorizes the board chair or vice chair to sign the agreement

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to approve a government to government contract agreement with South Central Council of Governments in the amount authorized in the PY20 board budget.
- The scope of work provides WIOA administrative entity services in the Southwestern area of New Mexico. Services include, but are not limited to, issuing sub-recipient agreements, providing technical assistance, training, monitoring, reporting, developing policy and strategies, administering services in accordance with federal, state, and local regulations, and closing sub-recipient contracts.
- The term of the agreement is from July 1, 2020 through June 30, 2021.
- The board chair or vice chair is authorized to sign the contract agreement.

RECOMMENDATION

A motion to accept Resolution 19 – 71.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Sample contract agreement

WIOA SERVICES	1. CONTRACT/MODIFACTION NO.	CONTRACT PERIOD
CONTRACT COVER SHEET	PY20-WIOA-05	July 1, 2020 - June 30, 2021

This Agreement is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **South Central Council of Governments**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide administrative entity services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

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

2. NAME OF PROVIDER	3. NAME OF PROVIDERS POINT OF CONTACT
South Central Council of Governments	Jay Armijo
ADDRESS PO Box 1072	TITLE OF POINT OF CONTACT Executive Director
CITY, STATE & ZIP Elephant Butte, NM 87935	TELEPHONE/FAX/EMAIL Phone: 575-744-4857 Fax: 575-744-5021 Email: jarmijo@sccog-nm.com
4. FUNDING TYPE(S) (Check those that apply) TITLE I ☑ **Adult** ☑ **Dislocated Worker** ☑ **Youth** ☑ **Administration**	5. TYPE OF CONTRACT ACTION ☑ **New** ☐ **Modification** ☐ Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$375,000.00	$70,000.00	$75,000.00	$80,000.00	$600,000.00

AMOUNT OF MODIFICATION

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

AMOUNT OF TOTAL CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$375,000.00	$70,000.00	$75,000.00	$80,000.00	$600,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

(A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a "Sub-Grant Agreement." The parties to this agreement are the **Southwestern Area Workforce Development Board**, as the Local Workforce Development Board (LWDB) and **South Central Council of Governments**, the Sub-Grantee. The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA).

(B) The purpose of the Workforce Innovation and Opportunity Act includes:

(1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment

(2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system

(3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts

(4) Promoting improvement in the structure and delivery of services

(5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation

(C) The LWDB has authorized this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide administrative entity services that provides employment and training programs consistent with the WIOA, the New Mexico Combined State Plan, the Southwestern Area Workforce Development Board's (LWDB) local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

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

(1) The CEOs in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area.

(2) The local grant recipient or an entity designated shall disburse the grant funds for workforce investment activities at the direction of the local board, pursuant to the

requirements of this title. The local grant recipient or entity designated shall disburse the funds immediately on receiving such direction from the local board.

(3) As the local grant recipient, the CEOs are responsible for overseeing the activities of LWDB and sub-recipients.

(4) The LWDB shall perform the obligations and duties as outlined in this agreement.

(B) Duties and Obligations of the Sub-Grantee

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

(2) On behalf of the CEOs and LWDB, the Administrative Entity (AE) shall provide staff support to the Sub-Grantees and shall be responsible for the day-to-day program administration and oversight of the Workforce Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantees through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(C) Effective Date and Term

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

(D) Funding

(1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers based on the USDOL-mandated formulas. Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct an early one-year recapture of funds for purposes of reallocation. The amount of recapture, if any, must be based on the amount by which the prior year's unobligated balance of allocated funds exceeds 20 percent (20%) of that year's allocation for the program, less any amount reserved (up to 10%) for the costs of administration. Unobligated balances must be determined based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.

(2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.

(3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases

in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

(a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.

(b) Sub-Grantee will establish local policy and procedures for their sub-grantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.

(c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.

(d) Sub-Grantee acknowledges that USDOL, SAE, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.

(3) Modification Procedures

(a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved wavier(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change results from a modification of state or federal law in which case the effective date shall

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

(b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.

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

(4) Reporting Requirements

(a) Financial: Sub-Grantee shall comply with the established policy as set forth by the LWDB regarding fiscal reporting requirements. These include the tracking and reporting of stand-in costs and program income. Monthly Financial Reports must use the required SAE format. An electronic copy of the Monthly Financial Report complete with signature must be submitted to the Fiscal Agent by the 20th day following the last day of each month. Original copies must be retained by the Sub-Grantee.

(b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.

(5) Maintenance of Funds in Appropriate Financial Institutions

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

(6) Payment Contingency

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

(7) Performance Standards

(a) Sub-Grantee shall comply with performance criteria negotiated with the LWDB. Upon request by the LWDB, Sub-Grantee shall provide such data as the LWDB may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The LWDB recognizes that Sub-Grantee has the authority and discretion to add its own internal

policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.

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

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

(A) Data Access and Automation Requirements

(1) Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP, ACH Network, etc. Sub-Grantee shall ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.

(2) Sub-Grantee agrees to:

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

(B) Retention of Records

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

(2) Fiscal Records

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

for the LWDB.

(3) Fixed Asset and Inventory Maintenance

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

(4) Retention of Complaint Records

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

(b) Sub-Grantee will follow the NMAC grievance and complaint process on complaints and may obtain technical assistance from the SAE in the resolution of such complaints and to ensure resolution within established time frames. If pending litigation, an audit, or a claim involving a Sub-Grantee is initiated prior to the end of the referenced retention periods, then such retention period automatically renews for an additional period of three (3) years or until such litigation, audit, or claim is finally resolved.

(5) Confidentiality of Records

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

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

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

(7) Confidentiality of Data

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

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

(ii) The Sub-Grantee understands that access, use or discloser 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 LWDB, SAE, USDOL, the Comptroller General of the United States, the New Mexico State Auditor's Office and any of their authorized representatives shall, during business hours, have access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staffing records, independent audit work papers and any other documents, and shall be

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

(10) Financial and Performance Monitoring

(a) Sub-Grantee shall permit the LWDB, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.

(i) Sub-Grantee shall review the monitoring reports by the LWDB, SAE, USDOL or its representatives, and shall act promptly to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the LWDB may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

(1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:

(a) State policy, SAE rules, program information notices or technical assistance guides;
(b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
(c) The Wagner-Peyser Act of 1933;
(d) The Civil Rights Act of 1964, Title V;
(e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
(f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).
(g) Americans with Disabilities Act of 1990;
(h) The Hatch Act;
(i) Child Labor Laws;
(j) Occupational Safety and Health Act (OSHA);
(k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
(l) Social Security Act;
(m) Military Selective Services Act;
(n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from

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

(o) Fair Labor Standards Act;

(p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;

(q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;

(r) Age Discrimination Act of 1975;

(s) New Mexico Human Rights Act;

(t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,

(u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

(1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the LWDB, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

(2) If the Agreement is terminated by LWDB as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.

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

(B) Termination for Default (Cause)

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

(2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the LWDB withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the LWDB from Sub-grantee is determined.

(3) If, after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

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

(2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:

(a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;

(b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Sub-grantee, or withholding of provision of further performance by Sub-grantee until necessary performance or corrective actions are satisfactorily completed by LWDB;

(c) Denial of payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.

(d) Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

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

(B) Insurance

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

(2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.

(3) The insurance shall include provisions preventing cancellation without 60 days prior notice to LWDB by certified mail.

(C) Notice of Pending Litigation

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

(D) Certifications

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

(E) Exhibits

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

(F) Liability

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

(G) Sub-Grantee;

(1) May make budget line item adjustments with the approval of the Administrative Entity's WIOA Administrator or Executive Director.

(2) May transfer funds from one program to another with the approval of the LWDB.

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

VIII. REFERENCES

(A) Workforce Innovation and Opportunity Act (Pub. L 113-128) and all other applicable federal statutes and regulations

(B) All applicable state laws (once NMAC is updated to reflect WIOA), and state policy directives, including State Technical Assistance Guides

(C) All relevant federal guidance documents, including, but not limited to the following:

(1) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)

(2) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)

(3) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)

(4) Training and Employment Guidance Letter 27-14, including Change 1 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)

(5) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIA to WIOA)

(6) Training and Employment Guidance Letter 41-14, including Change 1 (Workforce Innovation and Opportunity Act Title I Training Provider Eligibility Transition)

(7) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act)

(8) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)

(9) Training and Employment Notice37-14 (Complying with nondiscriminatory

Requirements)

(10) Training and Employment Notice 01-15 (Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide)

(11) Training and Employment Guidance Letter 01-15 (Implementation of Waivers approved under the Workforce Investment Act)

(12) Training and Employment Guidance Letter 03-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)

(13) Training and Employment Guidance Letter 04-15 (Vision for the One-Stop Delivery

(14) System under the Workforce Innovation and Opportunity Act (WIOA)

(15) Training and Employment Guidance Letter 08-15 (Second Title 1 WIOA Youth Program Transition Guidance)

(D) Unemployment Insurance Program Letter 20-15 (Unemployment Insurance and the Workforce Innovation and Opportunity Act of 2014)

IX. CORRECTIVE ACTION AND SANCTIONS

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

LWDB: _____ _____
Authorized Signature Date

Sub-Grantee: _____ _____
Authorized Signature Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2019

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

_____ _____

Sub-recipient (PRINTED NAME) DATE

_____

SIGNATURE

ASSURANCES AND CERTIFICATIONS

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

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

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

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

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

1 . Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

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

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the DrugFree 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 of termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an ongoing drug-free awareness program to inform employees about —
      i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
      . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:

   c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —

i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;

b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

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

3. FINANCIAL CAPABILITY CERTIFICATION

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

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

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

PO 1550208
Renewal of Number

POLICY DECLARATIONS

No. PO 1550208A

*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

SOUTH CENTRAL COUNCIL OF GOVERNMENTS
PO BOX 1072
ELEPHANT BUTTE, NM 87935

POLICY PERIOD: (MO. DAY YR.) From: 10/14/2019 To: 10/14/2020

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER PO 1550208 IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Public Officials Liability Coverage	$6,582.00
TOTAL:	**$6,582.00**

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **AMWINS BROKERAGE OF TEXAS (2131)**
5910 North Central Expressway, Suite 500
Dallas, TX 75206

Issued: **09/20/2019 12:39 PM**

Broker:

By: Thomas P. Kenney
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. PO 1550208A Effective Date: **10/14/2019**

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to the policy

Endt#	*Revised*	*Description of Endorsements*
PO 100	10-03	Coverage Part A. - Public Officials Liability
PO 101	10-03	Coverage Part B - Employment Practices Liability
PO 211	10-03	Related Party Exclusion Endorsement
PO 214	06-08	Fiduciary Liability Coverage Endorsement
PO 225	09-06	Application Definition Clarification Endorsement
PO 231	09-11	Increased limits of liability pending or prior Litigation date endorsement
USL PO J	10-03	Common Policy Conditions
PO Jacket	09-10	Public Officials Liability Special Service Districts Policy

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

PUBLIC OFFICIALS LIABILITY COVERAGE DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. PO 1550208A

Effective Date: **10/14/2019**
12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

SOUTH CENTRAL COUNCIL OF GOVERNMENTS
PO BOX 1072
ELEPHANT BUTTE, NM 87935

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 10/14/2019 To: 10/14/2020

Coverage Part A: Public Officials Liability

ITEM III. LIMITS OF LIABILITY

Public Officials D & O	$2,000,000	EACH CLAIM
Public Officials D & O	$2,000,000	IN THE AGGREGATE
Fiduciary Liability	$1,000,000	EACH CLAIM

The aggregate Fiduciary Liability Limit is included in and capped at the Item IIIb. IN THE AGGREGATE limit or $1,000,000, whichever is less.

ITEM IV. RETENTION: $2,500 EACH CLAIM

Coverage Part B: Employment Practices Liability

ITEM III. LIMITS OF LIABILITY

Employment Practices	$2,000,000	EACH CLAIM
Employment Practices	$2,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: $1,000 EACH CLAIM

ITEM V. PREMIUM: $6,582

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This Endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY-SPECIAL SERVICE DISTRICTS
PUBLIC OFFICIALS LIABILITY
EMPLOYMENT PRACTICES LIABILITY

RELATED PARTY EXCLUSION ENDORSEMENT

It is hereby agreed that the **Company** shall not be liable to make any a payment for **Loss** or **Defense Costs** in connection with any **Claim** brought by or against any **Insured** based upon, arising out of, directly or indirectly resulting from, or in consequence of the activities or operation of the following related parties or subsidiaries:

Darlene Garcia

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

PUBLIC OFFICIALS LIABILITY-SPECIAL SERVICE DISTRICTS
PUBLIC OFFICIALS LIABILITY
EMPLOYMENT PRACTICES LIABILITY

INCREASED LIMITS OF LIABILITY PENDING OR PRIOR LITIGATION DATE ENDORSEMENT

It is hereby agreed that PO-100 (10/03), Section IV. EXCLUSIONS, paragraph M, is deleted and replaced with the following:

M. any pending or prior litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment of which an **Insured** had written notice before the inception date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Act** which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged, provided that:

with respect to Limits of Liability of **$2,000,000**, if this policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the inception date of the first such other policy to the inception date of this Policy, the reference in this exclusion to the inception date of this Policy will mean the inception date of the first Policy under which the **Company** first provided continuous coverage to the **Insured**.

with respect to Limits of Liability of excess of the Limits of Liability specified above, any pending or prior litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment of which an **Insured** had written notice before **NA**; or any fact, circumstance, event, situation, or **Wrongful Act** which before such date was the subject of any notice under any other public officials liability, directors & officers liability or similar policy of insurance; or any future **Claims** or litigation based upon the pending or prior litigation or derived from essentially the same facts, actual or alleged.

It is hereby further agreed that PO-101 (10/03), Section IV, EXCLUSIONS, paragraph E, is deleted and replaced with the following:

E. any pending or prior litigation, administrative or regulatory proceeding, Claim, demand, arbitration, decree or judgment of which an **Insured** had written notice before the inception date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Employment Act** which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance to the **Insured**; or any future Claims

or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged, provided that:

with respect to Limits of Liability of **$2,000,000** if this policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the inception date of the first such other policy to the inception date of this Policy, the reference in this exclusion to the inception date of this Policy will mean the inception date of the first Policy under which the **Company** first provided continuous coverage to the **Insured**.

with respect to Limits of Liability of excess of the Limits of Liability specified above, any pending or prior litigation, administrative or regulatory proceeding, **Claim**, demand, arbitration, decree or judgment of which an **Insured** had written notice before **NA**; or any fact, circumstance, event, situation, or **Wrongful Employment Act** which before such date was the subject of any notice under any other employment practices liability policy or similar policy of insurance; or any future **Claims** or litigation based upon the pending or prior litigation or derived from essentially the same facts, actual or alleged.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Parent Organization's** Policy and takes effect on the inception date of the **Parent Organization's** Policy unless another inception date is shown.

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24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the "report a claim" option.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

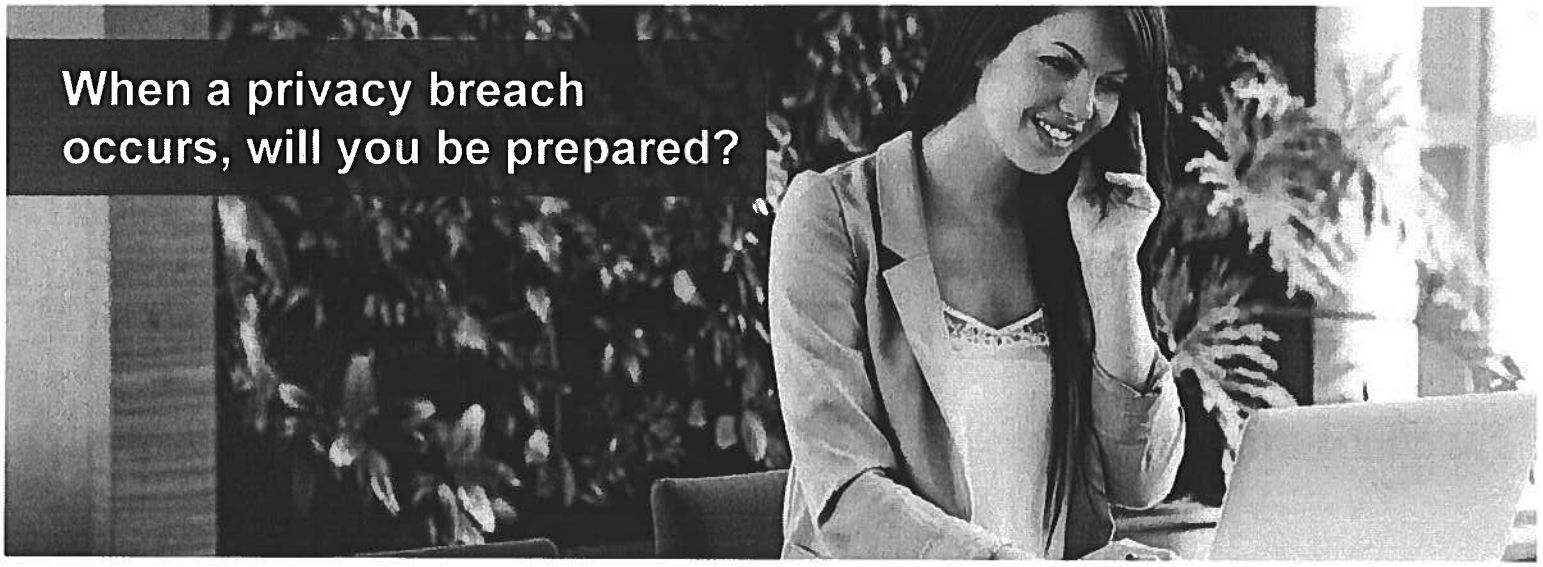
Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



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888-523-5545

CRF 12/16

FREE PRIVACY BREACH RISK MANAGEMENT RESOURCES



In 2015, according to the Identity Theft Resource Center, more than 783 breaches were reported and more than 675 million records were exposed. The eRisk Hub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

With your USLI policy, you will receive instructions on how to access the eRisk Hub® portal and begin using this benefit that is valued in excess of $1,200 a year!

eRisk Hub® is the one-stop shop you need to become educated and prepared for a privacy breach. This FREE service is available to USLI policyholders.

Using proprietary tools anchored in proven risk management principals, NetDiligence® provides a full range of enterprise-level information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence® supports and is endorsed by some of the world's largest network liability insurance underwriters.

HOW TO START USING THIS FREE OFFERING:

- Go to eriskhub.com/usli
- Click "Register Now" to set up a free account
- Create your own username and password; your access code is **08451**

Key Features of the eRisk Hub® Portal

Data Breach Calculators – Learn how to estimate the cost of a breach, notification costs and business interruption

Learning Center – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering

Security Training – Watch videos for best practices in security and privacy awareness or download a training guide

Risk Manager Tools – Assists you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance

eRisk Resources – A directory to quickly find external resources with expertise in pre and post-breach disciplines

Consultation – Breach Coach, HIPAA Coach and Security Coach available to assist you



USLI.COM
888-523-5545

Check Out Your New Employment Practices Liability Risk Management Toolkit from PeopleSystems

Free Employment Practices Liability (EPL) Helpline 1-888-811-4182 (8 a.m. to 7:30 p.m. Eastern Time)

If a human resource consulting firm offered you their time and expertise for free, would you lock their phone number and email address in a drawer and never call? Of course not! Do you have questions such as:

- What are the current federal and state employment laws I need to know?
- What are "wage and hour" regulations? What does "exempt" versus "non-exempt" mean?
- How should I handle terminating, suspending or warning an employee?
- What type of human resources policies should I have in place?
- How should I properly document performance issues and disciplinary actions in an employee's file?
- What are appropriate and inappropriate questions to ask during an employment interview?
- What guidelines should I use to investigate a complaint of discrimination or harassment?

PeopleSystems is just a free phone call or email away!

Online Human Resources Center www.peoplesystems.com/USLI

To access the USLI policyholder features, click on "Request for client login" and complete with your information. Please take a moment to become familiar with the new PeopleSystems Resource Center's information.

- **Helpline to email your human resource questions:** Now you can email your questions via this web portal.
- **Human resource news center and recent employment law changes:**The news center keeps you up-to-date with recent changes in state and federal employment laws and what they mean to you as well as pertinent articles on employment issues you need to know about.
- **Human resource manual and employment forms:** You will find "Best Practices" helpful for handling common human resource issues. Issues may include conducting employee evaluations and understanding employment laws such as FLSA, FMLA and COBRA.
- **Human resource recommendations:** You will also find sample human resource policies regarding discrimination, harassment, employment at-will and electronic communications.

This document does not amend, extend or alter the coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page and any endorsements and discuss them with your agent. A sample policy is available from your agent. Your actual policy conditions may be amended by endorsement or affected by state laws.

THE HARTFORD CRIMESHIELD℠ ADVANCED DECLARATIONS



HARTFORD FIRE INSURANCE CO.
HARTFORD PLAZA, HARTFORD, CT 06115,
A stock insurance company, herein called the Insurer

Policy Number: 34 FA 0232576-19

ITEM 1. Named Insured:

SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC.

Producer: Code, Name and Address:

94572
LEAVITT GROUP SOUTHWEST INC
1740 CALLE DE MERCADO SUITE E
MESILLA, NM 88046

ITEM 2. Address

600 HIGHWAY 195
P.O.BOX 1072
ELEPHANT BUTTE, NM 87935

ITEM 3. Policy Period: From 12:01 a.m. on 10/14/19 Inception Date To 12:01 a.m. on 10/14/20 Expiration Date
(Standard Time at your mailing address)

ITEM 4. Coverages, **Limits of Insurance** and **Deductibles**: Only Those **Insuring Agreements** That Are Designated With An "X" Are Included Under This **Policy**

		Limit of Insurance	Deductible Amount
☒	**Insuring Agreement 1 Employee Theft**	$1,000,000	$15,000
☐	**Insuring Agreement 2 Employee Theft Client Premises**	$N/A	$N/A
☐	**Insuring Agreement 3 Computer And Funds Transfer Fraud**	$N/A	$N/A
☐	**Insuring Agreement 4 Inside The Premises *Money, Securities and Other Property***	$N/A	$N/A
☐	**Insuring Agreement 5 Outside The Premises *Money, Securities and Other Property***	$N/A	$N/A
☐	**Insuring Agreement 6 Depositors Forgery or Alteration**	$N/A	$N/A
☐	**Insuring Agreement 7 Credit, Debit Or Charge Card Forgery**	$N/A	$N/A
☒	**Insuring Agreement 8 Money Orders And Counterfeit Currency**	$50,000	$0
☒	**Insuring Agreement 9 Investigative Expenses**	$25,000	$0
☒	**Insuring Agreement 10 Computer Systems Restoration Expenses**	$25,000	$1,000
☒	**Insuring Agreement 11 Identity Recovery Expenses Reimbursement**	$25,000	$0

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ITEM 5. Form numbers of Endorsements Forming Part of this **Policy** When Issued:
SEE FORM GU207 (SCHEDULE OF FORMS AND ENDORSEMENTS)

ITEM 6. Cancellation of Prior Insurance: By acceptance of this **Policy** the "Insured" gives the Insurer notice cancelling prior policies or bonds numbered: 34 FA 0232576 the cancellations to be effective at the time this **Policy** becomes effective.

ITEM 7. ADDRESS FOR NOTICES TO THE INSURER

(A) For Claims:
via mail: The Hartford Financial Products Claim Department
277 Park Avenue, 15th Floor
New York, NY 10172
via email: HFPClaims@thehartford.com
via fax: (917) 464-6000

(B) For other than Claims:
via mail: The Hartford
277 Park Avenue, 15th Floor
New York, NY 10172
via email: HFPExpress@thehartford.com
via fax: 866-586-4550

Douglas Elliot

Authorized Representative

10/02/19
Date

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EXHIBIT C
INDIRECT COST RATE AGREEMENT

INDIRECT COST RATE STATEMENT

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

WORKFORCE INNOVATION
AND
OPPORTUNITY ACT
BUDGET INFORMATION SUMMARY

Local Area: **SW** Name of Recipient: _SCCOG_____ Program Year: _2020__

Exhibit D - Budget Information Summary

TOTAL PLANNED BUDGET BY PROGRAM							
COST CATEGORIES	**ADULT**	**DISLOCATED WORKER**	**YOUTH Year-Round**	**YOUTH SYETP**	**5% INCENTIVE**	**ADMIN**	**TOTAL**
A. Administration	70,000	75,000	80,000	-	-	375,000	600,000
1. Board Administration							-
2. Other Administration	70,000	75,000	$ 80,000.00			375000	600,000
B. Program	-	-	-	-	-	-	-
1. One-Stop Operator							-
2. Service Providers							-
TOTALS:	70,000	75,000	80,000	-	-	375,000	600,000

TOTAL PLANNED EXPENDITURES BY QUARTER								
	1st QUARTER July-September		**2nd QUARTER October-December**		**3rd QUARTER January-March**		**4th QUARTER April-June**	
	Admin	**Program**	**Admin**	**Program**	**Admin**	**Program**	**Admin**	**Program**
A. Administration	67,500	40,500	93,750	56,250	120,000	72,000	93,750	56,250
1. Board Administrative Costs								
2. Other Administrative Costs								
(a) Fiscal								
(b) Administrative Entity	**67,500**	40,500	**93,750**	56,250	**120,000**	72,000	**93,750**	56,250
(c) One-Stop Operator								
(d) Service Provider(s)								
B. Program	-	-	-	-	-	-	-	-
1. One-Stop Center(s)								
(a) Core Services								
(b) Intensive Services								
(c) Training Services								
2. Service Provider(s)								
(a) Core Services								
(b) Intensive Services								
(i) Work Experience (WE)								
(c) Training Services								
(I) Individual Training Accounts (ITAs)								
(ii) On-the-Job Training (OJT)								
(iii) Supportive Services								
(iv) Relocation								
TOTAL	**$ 67,500**	**$ 40,500**	**$ 93,750**	**$ 56,250**	**$ 120,000**	**$ 72,000**	**$ 93,750**	**$ 56,250**

* Any amount not used in a previous quarter may be used in a subsequent quarter.

EXHIBIT E
INFORMATION REQUEST FORM

Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM

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

Part I.

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

To Be Completed by Subcontractor * - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

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

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

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name:_____

Subcontractor's Physical Address:_____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

_____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

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

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

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

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

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

Name and Compensation

1._____ $_____

2._____ $_____

3._____ $_____

4._____ $_____

5._____ $_____

Subcontractor Contact Information (person completing form):

_____ _____ _____

Type Name Title Date

Entity Email Address: _____

EXHIBIT F

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

EXHIBIT F

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

—OR—

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

_____ _____

Signature Date

EXHIBIT G
SCOPE OF WORK

SCOPE OF WORK – ADMINISTRATIVE SERVICES

Administrative Organizational Development & Staff Support

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

Policy Development & Education

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

Legislative Analysis

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

Communication and Promotion

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

Monitoring and Oversight, Technical Assistance and Training

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

Financial Control and Operating Systems

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

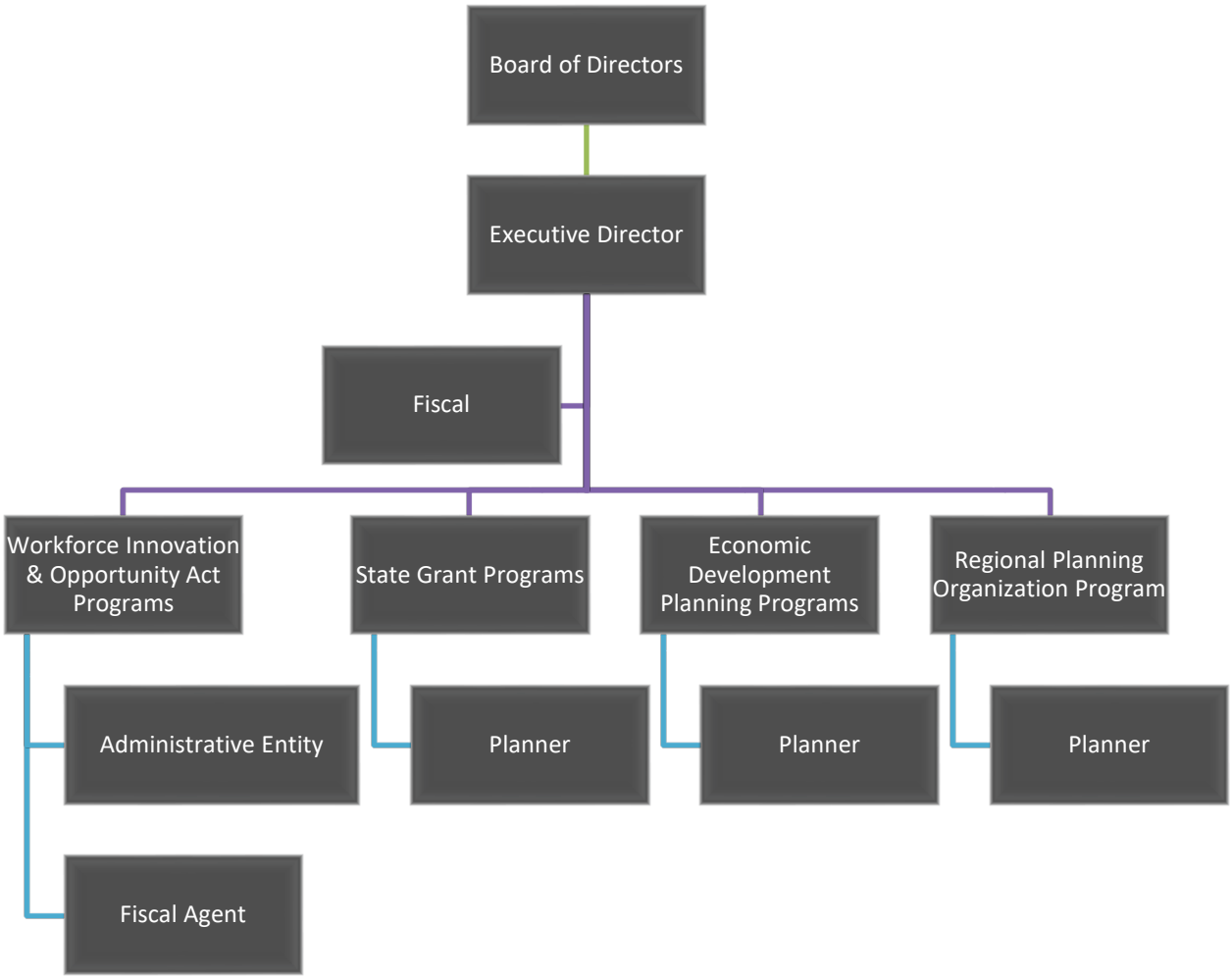
Facilities Available for Service to be Performed

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

Principle Office
600 Hwy 195, Suite C
Elephant Butte, NM 87935

Las Cruces Office
2251 Calle de Santiago
Mesilla, NM 88046

South Central Council of Governments
Organizational Chart by Program



COST OF PERFORMING THE SERVICES

BUDGET COST

a. Budget

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

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

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

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

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Agenda Item

Resolution 19 – 72 approves a contract agreement with Youth Development Incorporated to provide WIOA Youth Services in the amount approved in the PY20 SAWDB Budget for the period of July 1, 2020 through June 30, 2021, and authorizes the board chair or vice chair to sign the agreement

SUMMARY OF AGENDA ITEM

- This item is presented for your consideration to approve a contract agreement with Youth Development Incorporated (YDI) to provide WIOA Youth Services in the amount authorized in the PY20 board budget for the period of July 1, 2020 through June 30, 2021.
- The number of individuals to be served is contained in the budget summary section of the agreement. The Administrative Entity will obtain exhibits from the service provider for inclusion in the contract agreement.
- Staff will present a new Contract Performance Activities Schedule that outlines the month-by-month plan toward a progressive contract completion.
- YDI will also be available to answer any questions from the Board.

RECOMMENDATION

A motion to accept Resolution 19 – 72.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Proposed Contract Agreement

WIOA SERVICES	1. CONTRACT/AMENDMENT NO.	CONTRACT PERIOD
CONTRACT COVER SHEET	PY20-WIOA-01	July 1, 2020 to June 30, 2021

This **Contract Agreement** is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **Youth Development, Inc.**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide WIOA Youth Services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

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

2. NAME OF PROVIDER	3. NAME OF PROVIDERS POINT OF CONTACT
Youth Development, Inc.	Diego Gallegos, Ed.d.
ADDRESS 6301 Central Ave, NW	TITLE OF POINT OF CONTACT Chief Operating Officer
CITY, STATE & ZIP Albuquerque, NM 87105	TELEPHONE/FAX/EMAIL Phone: 505-831-6308 Fax: 505-352-3400 Email: dgallegos@ydi.org
4. FUNDING TYPE(S) (Check those that apply) TITLE I ☐ **Adult** ☐ **Dislocated Worker** ☑ **Youth** ☐ **Administration**	5. TYPE OF CONTRACT ACTION ☑ **New** ☐ **Modification** ☐ **Other**

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$0.00	$0.00	$0.00	$2,100,000.00	$2,100,000.00

AMOUNT OF MODIFICATION

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

AMOUNT OF TOTAL CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$0.00	$0.00	$0.00	$2,100,000.00	$2,100,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

(A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a "Sub-Grant Agreement." The parties to this agreement are the Southwestern Area Workforce Development Board, as the Local Workforce Development Board (LWDB) and **Youth Development, Inc.** the Sub-Grantee. The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA).

(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 upon July 1, 2020 and terminate no later than June 30, 2021, 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 wavier(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 discloser 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 that 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.

(H) The sub-recipient shall perform in accordance with Attachment A – Contract Performance Activities Schedule. Non-performance of any item(s) within the months indicated on the schedule may subject the sub-recipient to Section VI. Termination of this contract 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. PY 2020 PERFORMANCE MEASURES

(A) The Sub-Grantee must comply with and are accountable for all negotiated performance levels. The performance measures are found in the scope of work of this agreement.

XIV. CORRECTIVE ACTION AND SANCTIONS

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

LWDB: _____ _____
Authorized Signature Date

Sub-Grantee: _____ _____
Authorized Signature Date

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2020

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

_____ _____

Sub-recipient (PRINTED NAME) DATE

_____

SIGNATURE

ASSURANCES AND CERTIFICATIONS

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

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

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

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

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

1 . Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

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

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the DrugFree 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 of termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an ongoing drug-free awareness program to inform employees about —
      i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
      . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:

   c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —

i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;

b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

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

3. FINANCIAL CAPABILITY CERTIFICATION

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

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

EXHIBIT B
LIABILITY & BONDING CERTIFICATE

EXHIBIT C
INDIRECT COST RATE AGREEMENT

WORKFORCE INNOVATION AND OPPORTUNITY ACT
BUDGET INFORMATION SUMMARY

Budget Information Summary **Sub-recipient Name:** YDI **PY:** 20

TOTAL PLANNED BUDGET BY PROGRAM

COST CATEGORIES	ADULT	DISLOCATED WORKER	YOUTH Year-Round	YOUTH	5% INCENTIVE	ADMIN	TOTAL
A. Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1. Board Administration							$ -
2. Other Administration	$ -	$ -	$ -			$ -	$ -
B. Program	$ -	$ -	$ 2,100,000.00	$ -	$ -	$ -	$ 2,100,000.00
1. One-Stop Operator							$ -
2. Service Providers			$ 2,100,000.00				$ 2,100,000.00
TOTALS:	$ -	$ -	$ 2,100,000.00	$ -	$ -	$ -	$ 2,100,000.00

TOTAL PLANNED EXPENDITURES BY QUARTER

	1st QUARTER July-September 2018		2nd QUARTER October-December 2018		3rd QUARTER January-March 2019		4th QUARTER April-June 2018	
	Admin	Program	Admin	Program	Admin	Program	Admin	Program
A. Administration	-	-	-	-	-	-	-	-
1. Board Administrative Costs								
2. Other Administrative Costs								
(a) Fiscal								
(b) Administrative Entity(ies)	-	-	-	-	-	-	-	-
(c) One-Stop Operator								
(d) Service Provider(s)								
B. Program	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1. One-Stop Center(s)								
(a) Basic Services								
(b) Career Services								
(c) Training Services								
2. Service Provider(s)								
(a) Basic Services								
(b) Youth	**VIEW ATTACHMENT A - CONTRACT PERFOMANCE ACTIVITY SCHEDULE**							
(i) Work Experience (WE)								
(c) Training Services								
(i) Individual Training Accounts (ITAs)								
(ii) On-the-Job Training (OJT)								
(iii) Supportive Services								

(iv) Relocation								
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Federal Funding Accountability and Transparency Act
INFORMATION REQUEST FORM

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

Part I.

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

To Be Completed by Subcontractor * - if applicable

DUNS Number: _____

Parent Entity DUNS Number*: _____

Tax Identification (ID) Number: _____

Parent Entity Tax ID Number*: _____

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

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

B. Subcontractor Information:

To Be Completed By Subcontractor

Subcontractor's Legal Name:_____

Subcontractor's Physical Address:_____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Subcontractor's Primary Performance Location:

Address: _____

_____

City: _____

State: _____

Zip+4: _____

Congressional District: _____

Part II.

Executive Compensation

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

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

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

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

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

Name and Compensation

1._____ $_____

2._____ $_____

3._____ $_____

4._____ $_____

5._____ $_____

Subcontractor Contact Information (person completing form):

_____ _____ _____

Type Name Title Date

Entity Email Address: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

—OR—

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

_____ _____

Signature Date

EXHIBIT D
BUDGET INFORMATION SUMMARY

EXHIBIT G
SCOPE OF WORK AND BUDGET

B. CORE DESIRABLE SPECIFICATIONS

(1) Organization's Experience (150 points)

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

YDI is a local and nationally recognized youth service organization that provides comprehensive educational, developmental and humanitarian assistance to children, youth and families throughout Central and Northern New Mexico. YDI was established in 1971 in response to a community's need to address substance abuse for youth. Over the last 48 years, YDI has become one of the largest and highly-recognized nonprofit social services organizations in the state of New Mexico, employing close to 420 employees and serving 8,000 – 9,000 consumers annually through 40+ service components. YDI believes in ***"Partnering with families to help solve life's problems."*** YDI prides itself in its accomplishments and ability to always find a better way in working with youth and families. YDI's goals include: 1) Creating healthy children and families, 2) Improving student and family learning, 3) Increasing family and community engagement, and 4) Developing college and career readiness. YDI is comprised of three divisions: 1) Early Childhood Education/Head Start, 2) Prevention, Intervention & Treatment, and 3) Education, Employment & Training. Each division focuses on a different aspect of a child's life starting at 6 weeks of age through early childhood education/head start services, continuing through grades K-12 with dropout prevention services, mentoring, intervention and after-school services, and into adulthood through behavioral health, prevention services, education and workforce development.

YDI has served as the WIOA Youth Service Provider for Central New Mexico for the past 15 years. During this time, YDI has developed a ***strategic approach*** to working effectively with the diverse populations of Central New Mexico youth. Our vested interest in acquiring knowledge of the communities, resources, economies, and needs of youth and businesses has proven beneficial in meeting and/or exceeding performance outcomes of WIOA each year. Over the past 15 years, YDI has formed a successful system of educational, community and employer partnerships who work together to prepare youth for the 21st Century workforce.

Since 2004, YDI has continued services for 977 youth and enrolled 4,281 additional youth for a total of 5,258 youth and young adults served. In addition, YDI has placed 3,553 into paid work experience, assisted 439 with Individual Training Accounts, and completed follow-up services for 4,442 youth. YDI has successfully met the Administrative Requirement (AE) of enrolling 300 "new" youth participants each year and continuing services for an average of 550 participants effectively managing a caseload of 800-900 youth each year throughout the Central Region. YDI has also been compliant with the Act in serving the required percentage of in-school and out-of-school youth, often exceeding this requirement and continuously strives to enhance program services by leveraging other resources for WIOA youth or applying for additional grants that serve the target population and youth elements of WIOA.

As a result of YDI's methodology, the 2009 WIA YDI youth summer program received local and national recognition for its program design, delivery and outcomes, with the U.S. Department of Labor citing four of YDI's best practices; 1) Supplementation of Work Experience with Work Readiness Training and Basic Skills Remediation ensures multiple benefits to participants, 2) Highly effective efforts to match worksite placements with participants need and career goals, 3) Concurrent, collaborative, individual worksite orientations produce clarity of purpose and maximize benefits to both employer and participants, and 4) Collaboration with other youth programs and local and statewide committees maximizes services providers ability to recruit and serve participant who are most in need. In addition, monitoring visits by the State of New Mexico and local Administrative Entity over the past 15 years have resulted in minimal to zero findings and have complimented YDI on the number of youth served, budget dollars spent, and satisfaction of participants, employers and partners.

YDI is dedicated to delivering an effective and proven system of care for youth in Southwestern New Mexico that works collaboratively with providers, partners, workforce, education and economic development systems, youth and families that will meet business needs and position youth in a career pathway leading to self-sufficiency. Understanding we are "new" to the area, YDI will utilize its vast experience and high performance from the past 15 years to develop a similar framework in the Southwestern Area. YDI will implement its proven methodology in the seven (7) Counties by partnering with mandated WIOA partners and other agencies to provide high-quality services. YDI currently has around 200 partnerships and over 500 worksites in the Central Region.

The chart below details YDI's experience over the past two years of workforce development related programs provided through one division of YDI; the Education, Employment and Training Division. Information in the chart only depicts information for the last two years, although some programs have been in operation for 15+ years.

Name of program	Purpose	Start/End Time	Contracted Dollar Amount	Actual Dollars expensed	Performance goals	Monitored and Measured Outcomes
WIOA	Provide workforce development services to in-school and out-of-school youth to become trained and certified to gain employment	7/2004-current	2017-$659,000 2018-$739,000	2017-$629,000 2018-$710,579	*Serve 300 new youth each year *Provide or make available 14 WIOA youth elements *Allocate 75% funding and services to Out-of-school youth	*Employment Rate – 2nd & 4th Quarters *Median Earnings *Credential Attainment *Measureable Skills Gain *Effectiveness in Serving Employers
YouthBuild	Provide integrated	10/2017-12/2020	2017-$1,013,174	In progress	*Serve 65 youth	*Employment Rate – 2nd & 4th Quarters

	alternative education and occupational skills training and certification in construction and IT fields for out-of-school youth			Current expenditure rate = 41% with 40% of POP elapsed	*Provide HSE instruction *Provide construction training through HBI PACT curriculum * Provide on-the-job training in housing renovation or development *Provide leadership development	*Median Earnings *Credential Attainment *Measureable Skills Gain *Effectiveness in Serving Employers
Stay-in-School	Provide dropout prevention and workforce services for youth at-risk of dropping out of school	1987-current	2017 – $127,080 2018- $127,080	2017 – Full contract 2018 - $125,380	*Serve 56 youth *Provide tutoring and homework assistance *Provide employability skills training *Provide paid work experiences	*Increase in academic skills *Improved school attendance *Increase in employability skills *Completion of work hours *Increased family engagement
Project LEARN	Provide education and workforce services to out-of-school youth to acquire their High School Equivalency and prepare for the workforce	1986-current	2017 - $189,000 2018- $189,000	2017 – Full contract 2018 – Full contract	*Serve 150 youth *Provide HSE instruction and testing *Provide workforce literacy training *Provide job and/or post-secondary placement	*Attainment of HSE *Increased work readiness skills *Employment and/or post-secondary placement
Petroglyph Summer Project	Provide paid work experience to youth during the summer to work at the monument	1998-current	2017 – $25,000 2018 – $30,000	2017 - Full contract 2018 – Full contract	*Serve 5 youth *Provide employability skills training *Provide paid work experience *Provide onsite supervision and training	*Completion of work hours *Increased work skills

An additional seven (7) programs operate from the division and include mentoring, gang intervention and prevention services, community corrections, victim offender mediation and alternative education funded by state, city, and federal resources. YDI's other two divisions provide an additional 25 programs; the Early Childhood Education Division providing quality child care and education services to infants and toddlers with a focus on school readiness, and the Prevention, Intervention and Treatment Division providing comprehensive behavioral health, transitional living, pregnancy prevention, supervised visitation services, and many others, and includes a shelter for runaway and homeless youth. These programs have been funded for several years, some dating back 25 years, and have met and/or exceeded all performance outcomes while expending full contract amounts.

(b) Offeror's experience in providing services relative to developing working relationships with employers, training, social services, and case management. Experience in WIOA programs should be cited.

Over the past 48 years, YDI has developed sound partnerships with employers, training providers, youth and adult serving organizations, schools, and government agencies that have aided in our ability to provide comprehensive services. YDI understands it takes a network of resources and expertise to implement change. Our strategic approach in ensuring our services complement and enhance the needs of our partners and vice-versa has led to long-standing and effective partnerships.

YDI's ongoing job development strategies have resulted in a large database of working relationships with employers throughout Central New Mexico that are committed to youth employment. Our workforce development programs are designed and tailored to meet business needs and adequately prepare youth for the demands of the workforce. Employers play a vital role in the training of youth for the workforce, therefore YDI maintains consistent communication with our employer partners to ensure the partnership is beneficial to all parties involved. YDI's current employer database for Central Region consists of around 500 businesses with 70% in the priority industries identified by the local board with 85% within the database advertising in-demand occupations. YDI conducts an orientation with each employer prior to placement to ensure that supervisors are aware of the program purpose, policies and procedures including timesheets, checks, workers compensation and grievance procedures. The orientation also provides important information on working effectively with youth, child labor laws, safety in the workplace, emergency procedures, and unallowable activities. A worksite training packet is provided to supervisors for reference during the program. Nearly 72% of our worksites have extended permanent job offers to youth participants following completion of their work experience hours.

YDI has developed strong partnerships with several educational institutions in the Central Region to support the continued education and training of youth participants. Staff contacts and formal referral processes are developed with both private and public education institutions to create a seamless transition to training services. In the Central Region, YDI partners with over 18 training providers that work closely with our programs to develop customized programs and career pathways in several fields that will result in greater opportunity for certification and employment placement. Labor market information is utilized to make the most appropriate

placement into training for each participant based on in-demand and emerging occupations, skill levels, price, and schedules. YDI has transitioned close to 3,200 youth to post-secondary education, issuing Individual Training Accounts for just over 15% of these youth, and providing support services through their first year leading to retention and completion. YDI staff attend workshops, meetings and conferences with training providers to keep abreast of emerging training programs and to participate in the development of career pathways.

YDI was formed with the intent and goal of improving the well-being of individuals, families and communities and this remains a high value for the agency forty-eight (48) years later. All YDI programs address and respond to community needs that will improve living conditions, provide resources, and position families to live healthy and self-sufficient lives with less reliance on government programs. As a leader in providing social services in the state, YDI ascribes to and practices the concept of "community youth development," which is the philosophy of the agency. Community youth development is a holistic, system and strengths-based approach to working with young people and families. The approach values and respects young people, addresses the whole person rather than one aspect and involves families, communities and other systems of supports to create healthy youth, strong families and responsible communities. All programs are designed around this philosophy and staff are properly trained on the concept in order to better understand and serve its customers. Performance outcomes are difficult to meet when the basic family needs are not initially addressed through the availability of social services.

Case Management is a process of assessment, planning, facilitation, care coordination, evaluation and advocacy that address and meet the comprehensive needs of youth and families through communication and available resources. All of YDI's programs incorporate effective case management strategies to ensure participants are receiving advocacy, support and guidance to the community resources they need to work through barriers. Case management is provided throughout the program and addresses barriers of homelessness, hunger, mental health, healthcare, child care, transportation and other needs vital to the success of the participant in all program elements. An *Individual Service Strategy* (ISS) is developed with each participant at intake to determine needs and barriers and to set education and employment goals and objectives. This ISS is used throughout the program to provide referrals to community resources and programs that will address their barriers. YDI utilizes the Data, Assessment and Plan (DAP) method to provide and document case management services. DAP is a clinical model that includes both subjective and objective data about the participant as well as observations and all contact and process notes. This format requires staff to gather the factors, assess the situation, and immediately develop an action plan to address the need and reduce the barrier. All case notes with referrals to support services are documented in the participant file and in WCOS and are consistently reviewed by the Program Manager for immediate feedback and guidance.

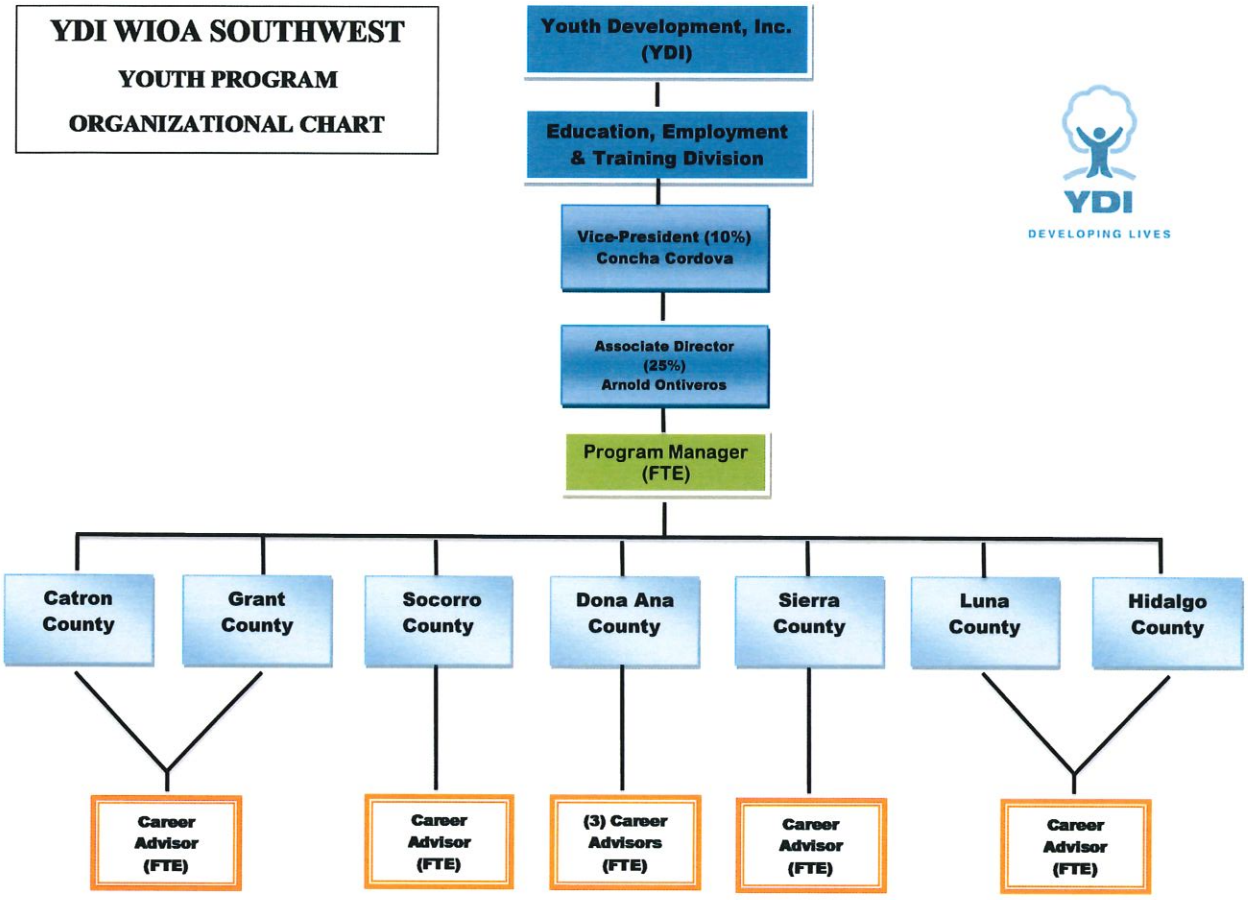
(2) Management and Staffing (125 points)

(a) Provide an organizational chart that includes this WIOA Youth Services Program. Indicate if positions are FTE or PTE.

The program will staff 8 Full-time equivalent positions; (1) Program Manager and (7) Career Advisors. The seven counties in the Southwestern Area will be served by Career Advisors who

live, work and understand the needs of the communities they serve. The Program Manager will provide direct supervision, training and support to the Career Advisors. These positions are currently vacant. YDI will consider and highly encourage current WIOA youth staff in the area to apply for these positions. In addition, two positions are split positions, the Vice-President at 10% and Associate Director at 25% and are currently staffed by YDI.

The chart below includes the staffing for the program:



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

YDI's management and supervisory staff is a team of highly dedicated and knowledgeable professionals with the experience to successfully implement and operate the WIOA Youth Services Program in Southwestern New Mexico.

The program will operate from the YDI Education, Employment and Training Division under the supervision of Vice-President Concha Cordova. Ms. Cordova has been with YDI for 19 years and started in the field providing direct services to youth and families. Ms. Cordova currently oversees a division of 12 programs and 40+ staff and manages all operational functions of the programs including adherence to policies, service delivery, evaluation, and budget/contract compliance. Mrs. Cordova has a Bachelor of Arts Degree in Criminology with a minor in

Psychology and has served as a member of the State of New Mexico Adult Basic Education Advisory Council, the NCLR Workforce Development Advisory Council, the New Mexico Teenage Pregnancy Coalition, and is involved in numerous local workforce and educational committees working with community based organizations, government agencies, training providers and businesses to make workforce development and education a priority for youth and young adults. Ms. Cordova has secured funding for and successfully operated several large USDOL grants including YouthBuild, Face Forward and WIOA and has provided oversight of the WIA and WIOA programs at YDI for the past 15 years creating a strategic system of services and partnerships that has led to a successful and results-driven program for youth and families in the Region.

Associate Director Arnold Ontiveros currently manages the WIOA youth program for Central New Mexico. He has been with YDI since 2011 and has extensive experience with case management, quality assurance, and program management. Mr. Ontiveros is responsible for coordination of WIOA activities throughout the four-county area ensuring compliance and performance and has been successful in increasing the productivity and performance of the WIOA program in the Region over the past two years as its Manager. Mr. Ontiveros has a Bachelors in Community Health.

Since YDI will be new to the Southwestern Area, YDI's Chief Executive Officer (CEO) and Chief Financial and Operations Officer (CFFO) will dedicate adequate time to ensure an efficient start-up by properly introducing the organization to the area through visits and outreach in all counties and creating the executive partnerships necessary for successful program operation. Dr. Diego Gallegos, CEO has been with YDI since November 2015 bringing extensive experience as a leader, administrator, policy maker, and consultant to the organization. Dr. Gallegos has a Doctorate in Educational Leadership, Masters in Educational Administration and a Bachelor of Science in Special Education from the University of New Mexico. His experience and educational attainment makes him uniquely qualified to lead an organization the size and complexity of YDI. Dr. Gallegos is recently retired from a 39-year career in public education having previously served as an Assistant Superintendent with the Albuquerque Public Schools where he led the district's student and community support services (health, mental health, family engagement and community schools), support to charter schools, Title IX coordinator, and leader of the district's Cultural Proficiency initiative. Mr. Robert Chavez, CFOO, oversees all the financial and operations for YDI. Prior to joining YDI, he held the position of Division Director for the New Mexico Board of Nursing and was the Deputy Director of Program Administration with the New Mexico Human Services Department, Income Support Division and was responsible for the direct oversight of the following Bureaus: Program Administration Bureau, Policy Bureau, Food and Nutrition Services (FANS) Bureau, Quality Improvement Bureau and the ASPEN Bureau. Mr. Chavez is also the former Interim Co-Division Director and Deputy Director for the New Mexico Human Services Division's Behavioral Health Services Division. He gained his systems and production experience while employed at Intel Corporation as a Manufacturing/Production Supervisor where he led product teams in the achievement of

functional area performance goals. Mr. Chavez first began his employment with YDI as a participant in the Job Training Partnership Act (JTPA) training as a 14 year old youth, and is now the CFOO.

(c) Provide a brief description of your managements' experience in the delivery of youth services specific to child and adolescent engagement.

The management team described above has extensive experience in the delivery of youth services starting their careers on the ground level providing direct services to youth and families. This direct experience provides insight of the needs and challenges our youth and families encounter on a daily basis that lead to strategic decisions in the design and implementation of program services, as well as, understanding of staff stressors and needs that lead to effective planning of professional development trainings and opportunities. The team is dedicated and passionate to youth work as evidenced through their years of service and are vested in continuous improvement and increased knowledge of youth issues through consistent attendance and involvement in training courses, committees, and taskforces.

Child and adolescent engagement is key to quality program delivery and successful outcomes. Under the new leadership over the past four years, the mission of YDI has transitioned to serving and supporting the family as a whole rather than just the youth participant. Working effectively with the family has a positive impact on their children's health and learning. This partnership with the family unit has increased interest and engagement of our families. YDI's mission is geared towards community youth development while focusing on child and adolescent barriers in order to break the cycle of adversity our families may endure on a day to day basis. YDI believes in providing health equity to all its families our programs serve in order to create opportunities for health living.

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

Budget oversight consists of monthly and quarterly budget meetings to review budget expenditures, proper alignment to program services and outcomes, and adherence to all policies and regulations. Monthly budget meetings are held with the YDI Budget Analyst assigned to the program, the Associate Director and Program Manager. Quarterly budget meetings also include the Vice-President and CFOO and consist of a more thorough review. Plans for budget modification and revisions are discussed and processed through the proper procedure established by the funder. Detailed records are maintained for these budget meetings.

Customer service levels are measured through staff reports and monitoring of the data entered into VOSS. Benchmarks are established for each staff and county and are consistently monitored by the Program Manager. Service levels are tracked in the Google Drive for immediate access by management staff.

To ensure eligibility and proper attainment of all participant eligibility documentation, a file review and approval process is implemented by YDI and has shown to eliminate the enrollment of non-eligible participants which may lead to audit exceptions and/or disallowed costs. Before services are provided to the participant, the intake file must be reviewed and approved by the Program Manager. The Manager conducts a comprehensive review of the file to ensure the participant is eligible, all intake forms are completed and signed, and that all eligibility documentation is current and aligns with the allowable sources of documentation specified in policies and regulations. This approval process is no more than 2-3 days and services can commence upon approval.

All employers requesting to participate in the program as worksites complete a Worksite Request Form that explains the number of positions they are requesting and provides more information on their site. These Request forms are reviewed by the Program Manager and Career Advisor and are determined if they are suitable worksites for the program. All worksites are provided with an orientation that explains the goals and expected outcomes of the program. A Worksite Agreement that details the responsibilities of all parties involved is agreed to and signed. Not all requests are approved. The employer must agree to all requirements in the agreement, provide all documentation requested and ensure a meaningful work experience for the participant in a safe working environment.

Case notes are reviewed by the Program Manager on a consistent basis to ensure the best possible care is being provided to the participant. Case notes also provide "the story" of the participant that allows for tracking of services including referrals and provides detailed information on outcomes and next steps. Review of case notes allows for the Program Manager to provide further direction and support to program staff if they are encountering touch cases and need additional advisement on next steps.

Follow-ups are important to the evaluation and monitoring of the program and in ensuring outcomes are met and satisfaction is obtained. Program staff conduct participant follow-ups every quarter for one year after exit to provide additional support services if needed and to obtain outcome information. These follow-ups are entered into VOSS and recorded in the participant file and reviewed by the Program Manager. In addition, participants complete a satisfaction survey at exit to rate the services of the program and staff and provide feedback and suggestions for improvement. The surveys are reviewed by management for planning purposes. Employer follow-ups are conducted on a quarterly basis by the Program Manager. Each quarter the Manager randomly select worksites to conduct an onsite visit to ensure worksite is adhering to the worksite agreement, all packets and forms are being maintained by the worksite, and to gather feedback for improvement from supervisors. YDI has developed a worksite review checklist to aid in the review process. This form is maintained in the Worksite file and provided insight to staff when determining best suited placements for participants.

All financial reporting and reimbursement requests are completed by the YDI Finance Department and submitted directly to the funding source at the time intervals specified in the contract. Reimbursement requests are completed by the YDI Budget Analyst assigned to the

program and are reviewed by the Financial Controller for accuracy. All financial records are maintained by the YDI Finance Department.

(3) Training (125 points)

(a) Describe the methods that will be used to train staff with regulations and policies, the completion of forms, use of the Geographic Solutions Virtual One-Stop System, case management methods, best practices of recruiting and retaining youth, and quality assurance. In addition, list and describe the other types of staff trainings that will be offered.

All staff initially attend a 2-day agency orientation with the YDI Human Resources department that covers YDI Personnel Policies, First Aid and Safety, and employee benefits. Once the employee reports to their department and supervisor, additional training is provided on job duties and assigned program including services, target population and performance outcomes. Due to the complexity of the WIOA program in regards to paperwork, policies and services, YDI developed a ***Reference Guide*** that is utilized as a training tool for all WIOA Youth Staff. It can also be used by staff on a day-to-day basis to reference while providing services to WIOA participants. The Reference Guide details eligibility, required documentation, youth elements and performance outcomes. It includes step-by-step procedures for all forms, referrals and VOSS activity codes including F-codes, and is updated regularly to maintain its consistency with new regulations and policies. This guide provides YDI staff guidance for the effective administration of this program based on Federal, State, and Local government laws, regulations, and policies. Since cases vary by participant, guidance is obtained from YDI leadership, through appropriate channels, when the guide does not provide resolution or answer to a particular circumstance. The guide also covers YDI administrative procedures and responsibilities related to the Career Advisor position including travel reimbursement, timesheet procedures, and leave requests.

YDI has created a ***Manual*** that consists of all WIOA forms contained in the participant file and worksite file. The Manual encompasses instructions on how to properly fill out each form to meet eligibility. All staff are trained at the beginning of the program year to ensure consistency on form completion. Additional retraining on the forms is provided for all staff 6 months into the program year to ensure staff are properly re-trained. All new oncoming staff will be trained as they are starting employment. Any new forms implemented and approved by the Board are added to the manual and staff are immediately trained and required to make the transition to the new form.

In addition to the Reference Guide and Manual; the Central Region has implemented a cross-training orientation with other partners to ensure staff are knowledgeable in other programs and ensure integration is occurring. YDI plans to implement the cross-training orientation in the Southwestern Area to ensure that staff are knowledgeable on other programs to properly serve all customers, not only the Youth population.

The Reference Guide and Manual including the participant file, policies, and forms are uploaded to the Google drive so staff can have immediate access in or out of the office. The

Program Manager also maintains a tracking system in the Drive which provides live data and easy access on participant and program status for consistent evaluation and monitoring.

As a user of the Geographic Solutions Virtual One-Stop Software (VOSS) for the past 15 years, YDI is experienced and knowledgeable with the system in regards to data entry and reporting. YDI offers consistent training on the system to all staff. The Central Region's MIS Data Coordinator created a VOSS training that is utilized to train all new staff and provides ongoing training for all staff. It is required that all staff complete this training and demonstrate confidence in inputting data and navigating through VOSS. The training covers initial application entry, activity codes (including 400-codes, F-codes and 100-codes), objective assessment summaries, follow-up procedure, case noting that utilizes the DAP (Data Assessment Plan) method, and performance outcomes. This Manual will be utilized for training in the Southwestern Area and the Central Region MIS Coordinator will be available to assist with trainings to ensure proficiency in the system. In addition to internal training, YDI regularly requests VOSS training from the State to remain up-to-date with system upgrades and any changes to data entry requirements.

Case management is provided throughout the program to ensure participants are receiving the support and guidance to the community resources they need to work through barriers and meet program performance. An *Individual Service Strategy* (ISS) is developed with each participant at intake to determine needs and barriers and to set education and employment goals and objectives. This ISS is used throughout the program to provide referrals to community resources and programs that will address their barriers. YDI utilizes the Data, Assessment and Plan (DAP) method to provide and document case management services. DAP is a clinical model that includes both subjective and objective data about the participant as well as observations and all contact and process notes. This format requires staff to gather the factors, assess the situation, and immediately develop an action plan to address the need and reduce the barrier. All case notes with referrals to support services are documented in the participant file and in WCOS and are consistently reviewed by the Program Manager for immediate feedback and guidance.

Best practices for recruiting and retaining youth must be incorporated into the overall program design. Consistent communication, effective planning and delivery of services are all tools for actively engaging and retaining youth in a program. Maintaining contact with the participant, developing a bond, showing an interest and celebrating their successes are best practices utilized by YDI. From there, effective planning and delivery of services are vital to keeping youth engaged. They have to "see and experience" the program and what it offers, not just be informed about it. YDI staff are trained and knowledgeable in creating a positive connection with youth, developing a service strategy that is achievable and measureable, and delivering effective services that will keep youth engaged leading to retention and successful attainment of performance.

An innovative and best practice method for youth engagement is the Positive Youth Development (PYD) framework. PYD is an intentional, pro-social approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances youths' strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and

furnishing the support needed to build on their leadership strengths. Involving youth in the planning, implementation and accountability efforts to achieve meaningful change is essential. Youth engagement is a central principle of positive youth development as young people are agents of their own development and deserve the right to represent their own interests. Youth participants are involved from the beginning in developing their ISS with goals and objectives and creating their plan of service. Youth are educated on their role in the process and informed about the support received from program staff. Client surveys are also conducted for feedback and implementation of youth voice in delivery of services.

Each program at YDI employs an effective and continuous plan for monitoring and evaluating program and staff performance in implementing project methods, and meeting established performance goals. This Quality Assurance strategy allows for effective oversight and continuous improvement. All programs are monitored on a monthly basis through staff reporting and data entry, and on a quarterly basis through file reviews, and customer and/or partner feedback. Each month, program staff submit a report to the Program Manager detailing enrollments, referrals to the 14 youth elements, completions, exits with performance outcome information, follow-ups with performance outcome information, and basic demographics including school status. In addition, staff report on outreach efforts made such as presentations to schools, youth groups, agencies, educational institutions and employers. These reports are reviewed by the Program Manager to evaluate program and staff performance and to ensure that all youth and businesses in our communities are aware of and benefitting from the customer-centered services of WIOA. Quarterly file reviews are conducted by the Program Manager to ensure that every client file is consistently maintained and aligns with the information in VOSS. These file reviews also enable the Manager to perform a case review and work with the Career Advisors on particular challenges a participant may be facing. The Central Region Quality Assurance Coordinator developed a review checklist to assist with these reviews and provide clear direction to staff on required changes and updates. This checklist will be utilized in the Southwestern Area and the Central Region Quality Assurance Coordinator will be available for training and assistance in file reviews. Customer and partner feedback are also gathered throughout the program via surveys detailing satisfaction with services received and soliciting recommendations for improvement. The surveys are reviewed by the Vice-President, Associate Director and all program staff to develop plans for program improvement. Finally, youth and parent voice are vital to YDI's success. Most of YDI's programs, including WIOA, are tailored and designed around youth and parent feedback and recommendations.

The Associate Director and Program Manager will establish quarterly goals and benchmarks for each county in the Southwestern Area. The Career Advisor aligns these goals and benchmarks to the expected outcomes of the grant. Goals take into consideration county demographics, business needs, resources, waiting lists, and staff capacity. Progress toward these goals and benchmarks are reviewed at the end of each quarter for compliance. In instances where goals are not being attained, the Program Manager works with the Career Advisor to develop a Performance Improvement Plan (PIP). The plan addresses challenges to meeting performance. The Career Advisor has another 60 days to implement these improvements. In the case where no

progress can be made, the Program Manager makes a recommendation to the Vice President for a change in staffing for the benefit of the program and youth served.

(4) Program Activities (300 points)

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

Co-enrollments with the WIOA Adult or Dislocated Worker Program will be highly encouraged so participants can receive the full aspect of the program. Co-enrollments should be considered when a participant has completed all components of the Youth Program and are still in need of additional services the adult program can provide, i.e. on-the-job training, occupational skills training, etc. to increase the opportunity for employment.

YDI has established a co-enrollment policy and procedure in the Central Region that has provided clear direction to staff and increased the number of co-enrollments occurring between the programs. Prior to a co-enrollment referral, WIOA Youth and WIOA Adult or Dislocated Worker staff meet to determine if the co-enrollment is reasonable and prudent. If determined to be in the best interest of all parties, the following procedure occurs for a co-enrollment from the WIOA Youth program to WIOA Adult or Dislocated Worker. The Adult/Dislocated Worker Provider staff will be the 'Primary' case manager in the VOSS system. The Youth Provider staff document a referral to the Adult/Dislocated Worker Program for services in the file. All original documents generated in this phase will be maintained in the participants' folder at the Youth Provider location. Adult/Dislocated Worker Provider staff will be responsible for entry of all information in VOSS of program activities; activity codes (i.e., Orientation, Objective Assessment, Occupational Skills Training and pertaining Supportive Services). Case notes should reflect the completion of these items as well as the transfer of the file for co-enrollment activity. The Youth staff generate and provide Adult/Dislocated Worker Provider staff with a "Yellow Traveling File" that is clearly indicated as a Co-enrollment. The Co-Enrollment form must be completed when WIOA Youth Staff is requesting a co-enrollment. WIOA Manager must approve the co-enrollment by reviewing form and signing approval. The Youth participant traveling file will contain copies of the following documents:

- Co-enrollment Referral Form;
- Co-enrollment Section Checklist (to be created);
- Participant Agreement;
- Counseling notes form;
- Completed Application to be viewed in VOSS only;
- Printed VOSS Program screen which reflects the activities;
- Income Verification documents;
- Income Calculation form;
- General Eligibility Determination Check List and Documents (i.e., Birth Certificate or Affidavit, Social Security card, Selective Service etc.);
- A completed and signed Individual Service Strategy/IEP form

- Barrier Documentation;
- Copy of TABE or other Assessments;
- * WIOA 17Y and 18Y;
- * Fund Cap Tracking Form;
- * Documented PELL grant information;
- * ETPL research page with approved training program; and
  * Career/Job Search and Labor Market Information Sheet

Adult/Dislocated Worker staff will review the file(s) for completeness and verbally notify the Youth Provider staff of the activity the participant will be enrolled into, and should then enter the appropriate Activity (336 Activity for Adult/Dislocated Worker and 441 Activity for Youth) in VOSS allowing the file to remain open while in the Adult/Dislocated Worker program. As applicable, semester transcripts will be provided by the Adult/Dislocated Worker staff and/or Youth Provider staff. In addition, a verbal notification when the client completes the training program and a copy of the credential/letter of completion/documentation attained through the training, if applicable. This information is entered by the Adult/Dislocated Worker staff into the VOSS system. The original credential is retained in the "Co-enrollment" file, if applicable. The Adult/Dislocated Worker staff are responsible for insuring that all forms, procedures and activities are maintained in the file pertaining to any Adult/Dislocated Worker activities being provided.

If employed, the WIOA provider staff close out any open WIOA activities in VOSS or enter them in a WIOA job search assistance activity and assist the participant along with partners to locate employment. All staff are responsible for any required follow-up activities after system exit, per WIOA policies.

Unless the participant is active in an activity, the participant must exit after 90 days, and Case Management is NOT an allowable activity for the file to remain open. Also all participants will be soft exited unless a global exclusion is granted.

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

YDI has been in the workforce territory for 15 years in the Central Region and understands that coordination and collaboration is the key to better serving participants. A Workforce Network benefits the customers, job seekers, and businesses by providing an integrated one-stop delivery system while leveraging not only financial resources, but the expertise of each other. YDI will meet with all workforce partners to learn about their programs and services and develop a model for integrated services. YDI currently utilizes a cross-training in the Central Region that trains all staff on all key Title I – IV services in order to better serve all individuals that walk into the one-stop locations. YDI will develop Memorandums of Understandings with co-located and non-co-located programs in order to cultivate a clear partnership where services are not duplicated, but rather enhancing the quality of services provided to the customers through coordination and leveraging of funds.

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

Since employment is an immediate need for youth, all participants will receive work readiness training to increase both 'hard' and 'soft' employability skills to be successful with their work placement and increase opportunity for employment placement. Training will be guided utilizing the New Mexico Department of Workforce Solutions Career Solutions and "Why I Work" online tool providing the ability to search occupations, schools, scholarships and jobs, in addition to completing a career exploration worksheet and work interest assessment. The comprehensive tool will help participants determine their career interest and work with the Career Advisor in developing a Career Plan for training and employment placement. Participants will be required to complete the 5 Modules in Career Exploration prior to work placement. The Career Advisor will provide a workshop that will be a hybrid between Career Exploration and Career Success. The workshop will cover all 5 Modules and work priorities, personal-brand and job-hunting tools, and the 4Cs of work readiness: critical thinking, communication, collaboration, and creativity. Pre- and post-tests will gage skill increases. The Career advisor will utilize the results from the Assessments and the Individualized Service Strategy to determine the best suited work placement. YDI will require participants to complete the "Why I Work" and Personal Finance workshop to provide information on the career path participants may be interested in. Topics discussed in the workshop include earning money, spending money wisely through budgeting, saving and investing money, using credit cautiously, and protecting personal finances. Both Career Exploration and "Why I Work" will be utilized to provide information regarding in-demand and emerging occupations by geographic area in the Southwest Area.

(d) Describe how services will be delivered for each of the fourteen program elements listed below. Specify, if any, what services will be provided by other organizations; indicate if existing Memorandums of Understanding exist or will they be developed.

As a new provider in the Southwestern Area, YDI will be committed to developing the partnerships and collaborations necessary to create a high-quality, measurable and results-driven program for youth throughout the area. YDI will its vast experience of 15 years implementing the WIA/WIOA Youth Program in the Central Region to create a similar framework in the Southwest. At the current moment, no Memorandums of Understanding (MOU) exist. The leadership team comprised of the CEO, CFOO, Vice President and Associate Director is committed to prioritizing outreach throughout the Southwestern Area to develop partnerships and develop MOUs that will provide and make available all 14 WIOA Youth elements. YDI has begun to research possible partnerships in the Area that will be beneficial to the program and will make contact upon award. YDI believes in the importance of partnerships in finding and implementing solutions to challenges. High quality of services cannot be accomplished without partnerships.

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

YDI will utilize dropout prevention strategies to keep youth in school until graduation. Tutoring is designed to improve the academic knowledge and skills of youth in specific areas while improving study skills. To meet the Measurable Skills Gain of Literacy/Numeracy, all participants testing basic skills deficient (8.9 or lower) in reading and/or math must attend tutoring sessions for a minimum of 20 hours but as much is needed to increase 1 functioning level (2 grade levels). Participants not testing basic skills deficient will be encouraged but are not required to do so. Tutoring services are provided internally and externally. Staff is encouraged to collaborate with other partners in their areas to provide this element. The following counts towards tutoring: Career Ready 101™ (CR101), Attendance in HSE classes, Attendance in post-secondary education as long as math and/or reading is involved in the classes the participant is taking, and Tutoring classes provided by community partners or private tutors. YDI holds a license for CR101 through ACT, Inc. with unlimited access. CRC101 is a is an integrated approach to exploring careers and skill requirements, building workplace skills using KeyTrain® remediation, and creating life-literacy with such skills as financial awareness and job searching.

Participants will be required to complete 10 hours of tutoring before starting work experience. YDI staff will track tutoring hours by verifying completion with instructors or printouts from Career Ready 101 system. Post-tests will be administered at 3 months, 6 months, 9 months and at 12 months to determine if an increase of 1 functioning level was achieved. If not, participant must repeat entire process. Once participant achieves an increase of 1 functioning level on either one of the subjects – math OR reading, tutoring and post-testing can stop. WIOA services and activities should be put on hold for participants that do not abide by post testing requirements.

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

Youth in need of completing their high school diploma are required to enroll and engage in an academic program prior to being referred for employment. Education is a priority in order to increase opportunity for employment placement. Participants will be referred to local charter or alternative schools or High School Equivalency (HSE) programs to complete their secondary education. Work experience is placed on hold for participants not willing to complete their education or not attending classes regularly. YDI staff will collaborate with other partners in their areas to provide this service. With 33 years' experience as a High School Equivalency provider, YDI has the expertise to design and implement these programs and will be proactive about researching available funds to provide this service in areas throughout the Southwestern Area.

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

One of YDI's most recognized best practices is the placement of youth into meaningful work placements. Work experience is short-term paid and unpaid, planned, structured learning experiences that occur in a workplace and are focused on career exploration and the development of work readiness skills. Work experience will be provided to both in-school and out-of-school youth that are currently enrolled in school or an Adult Basic Education class or have completed secondary education. Work placements will be based on the following goals for each targeted group:

• In-school Youth – to introduce them to the world of work and help them gain the employability skills and experience needed to develop a solid resume to apply for other jobs.
• Out-of-school Youth – strategic placements with opportunity for increased foundational work skills and unsubsidized employment placements. Out-of-school placements should focus on entry level positions aligned with career interest and provide exposure in the field.

YDI utilizes the SMART (Specific, Measureable, Aligned, Relevant, Timely) method for work placements. Career Advisors consider the following when making a placement; skills, transportation, past experience, schedules, career interest or pathway. Each participant referred to work experience will be required to complete the BEST (Basic Employability Skills Training) developed by YDI. Participants must complete this 4 hour training PRIOR to being placed for work experience. The BEST covers the foundational employability skills to be successful in the work environment.

Participants will be paid $8.50 per hour with in-school youth authorized a total of **150** hours and out- of-school youth authorized **250** hours total. YDI has a priority of placing only 16-24 year olds in the work experience element. A 16 year old will be allowed if they are within one year of receiving their high school diploma or HSE. 14 and 15 year olds looking for work experience will be referred to other programs or employers hiring that age group.

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

YDI values the need for further education, training and certification to make a successful transition into the workforce and ensures the effective partnerships are in place with public and private training providers, apprenticeship programs, and other occupational skills programs to refer youth participants for training. YDI has been successful in partnering with several training providers in the Central Region and has built a coordinated system for referrals and the ability to customize and tailor programs that meet the needs of youth, training providers, and businesses.

YDI is experienced in authorizing Individual Training Accounts (ITA's) to youth in the Central Region and has been successful in increasing the number of ITA's each year. These

ITA's align with the priority industries of the local WIOA Board. For Southwestern Area, YDI will leverage this resource from the Adult WIOA Program to co-enroll youth participants for occupational skills training. YDI staff will work with the participant to leverage all other financial resources prior to utilizing WIOA funds. YDI will coordinate with Adult WIOA staff to ensure all paperwork is complete and will assist in the support and monitoring of the youth participant throughout the training.

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

YDI will collaborate with other organizations and training programs that offer these services to make appropriate referrals. YDI staff will monitor progress and support participants enrolled in these programs. Programs that meet this element include YouthBuild and I-BEST.

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

Participants in need of leadership development will be referred to programs or services in their community that offer these services. Examples of these program include AmeriCorps, Teen Court and Junior Achievement programs. Staff will maintain contact with these providers to ensure ongoing support and successful completion by the participant.

vii. Supportive Services enable an individual to participate in WIOA activities.

Supportive services are available and designed to support the successful completion of each participant's Individual Service Strategy (ISS). The need for supportive services will be determined by the participant and YDI staff at intake and will be documented in each participants file. All supportive services are contingent upon the participant's satisfactory performance while participating in and completing the WIOA service elements, as well as, available funding. Supportive services available to WIOA participants include childcare, transportation, medical and temporary shelter and will be authorized according to Board policy.

YDI staff make every effort to access supportive services from partner agencies before utilizing WIOA funds. Proper documentation will be required before payment of supportive services is made. All paperwork will be maintained in the participant file.

Time Limitations for supportive services is the time required to complete their ISS objectives, but shall not exceed the participation time limitation established by state policy, which is one program year. Supportive services must be renewed yearly to determine if the need is still apparent.

Special supportive services will also be considered and will include uniforms, professional clothing, supplies, drug testing, background checks, fingerprinting, and HSE testing. Participants must be participating in the service elements and must provide the required information requested by staff to complete their request for special supportive services. Requested information can vary according to needs. Career Advisors must track this

in the file.

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

Participants requesting or in need of adult mentoring will be referred to programs or services in their community that offer these services. Staff will maintain contact with these providers to ensure ongoing support and successful completion by the participant.

One of the expectations of the supervisor during the work experience placement is to provide mentoring to the participant throughout the placement. In addition to the job expectations, supervisors are encouraged to lead conversations with their youth participant on career pathways, training and certification, and job opportunities.

With 40 years' experience providing youth mentoring services, YDI has the expertise to design and implement these programs and will be proactive about researching available funds to provide this service in areas throughout the Southwestern Area.

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

Follow-up services are vital to the performance of the program. Outcome information and the need for additional support services is gathered during the follow-up phase. Follow-ups may provide: leadership development, supportive services, including assistance with work-related issues, jobs, career development, peer support groups, guidance and counseling, adult mentoring, and tracking the progress of youth during employment. Once a participant has completed all elements of their Individual Service Strategy/Plan and Objectives and no longer need any additional services, they can be exited from the program. All participants should have met a Measurable Skills Gain, completed their ISS successfully, attained a credential and be in process of transitioning into an education or employment placement. NO negative exits from the program will be made. Hard exits will not be allowed unless it is for a global exclusion (death, medical, institutionalized, or military). Staff will perform soft exits by closing out all activities and the Plan/goals and objectives in VOSS and completing the case closure and allowing VOSS to perform the exit in 30 days. Exit date will coincide with the date of the last activity. Exit will be documented in VOSS in the case note section.

Follow-up will start in the next quarter following the exit. Follow-up notes will be entered in the participant file and in VOSS. Staff will conduct quarterly follow-ups and use the following procedure when conducting follow-ups:

a. 1st quarter – staff will make 3 attempts to contact the participant by phone. All attempts will be documented on the follow up sheets provided in the file.

b. 2nd quarter – staff will make 3 attempts to contact the participant by phone. All attempts will be documented on the follow up sheets provided in the file. If that attempt is unsuccessful, staff will contact the person listed as an alternative contact to obtain information. If that attempt is unsuccessful, a survey letter will be mailed to the participant to obtain the

information needed.

c. 3rd quarter - staff will make 3 attempts to contact the participant by phone. All attempts will be documented on the follow up sheets provided in the file.

d. 4th quarter - staff will make 3 attempts to contact the participant by phone. All attempts will be documented on the follow up sheets provided in the file. If that attempt is unsuccessful, staff will contact person listed as an alternative contact to obtain information. If that attempt is unsuccessful, a second survey letter will be mailed to the participant to obtain the information needed.

In addition to contacting an alternate contact and with a Release of Information signed by the participant at intake, additional contacts may be called to include; the participants school, previous employer, counselor, partner agencies, etc. to obtain the information needed for a successful follow up. If allowed, wage records will also be utilized to record employment and wages.

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

YDI staff will developed partnerships with existing Community Based Organizations in the Southwestern Area to provide behavioral health services to WIOA participants. These services include mental health assessments, substance abuse screening and counseling, and individual and family therapy. Participants that request this service or disclose drug/alcohol use or fail a drug test will be automatically referred. Staff will maintain close contact with behavioral health service providers to ensure that participants are attending counseling sessions on a consistent basis and to document completion. As a leader in Behavioral Health services, YDI will be proactive about researching available funds in the Southwestern Area to provide guidance and counseling services.

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

YDI will collaborate with financial institutions in the area to offer formal classes to increase a participant's financial awareness including how to manage, save and invest in their finances. Career Ready 101™ also offers a comprehensive financial literacy curriculum that will be available to program participants. Participants ages 18-24 will be required to complete this online course to increase their financial awareness and assist in making better financial choices.

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

YDI will partner with organizations in the communities to refer participants interested in Entrepreneurial Skills Training. Youth participants are highly encouraged to utilize their skills and strengths and invest time in these training programs to create their own business leading to economic well-being and growth. Participants that possess the following skills have great

potential as entrepreneurs: ambition, willingness to learn, ability to listen, creativity, assertiveness and confidence, perseverance, and courage and risk taking.

YDI will coordinate with the referring agency to ensure adequate support is provided for success completion.

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

YDI staff are at the forefront of the local Labor Market Information to tailor program services and guide youth into sectors that will result in employment placement with livable wages. YDI utilizes Labor Market Information (LMI) from the New Mexico Department of Workforce Solutions LASER to guide our work in engaging employers in emerging and demand occupations and gearing youth towards a career that will results in livable wages. An LMI workshop will be conducted with participants to research and present information on occupations in demand, "affordable" training programs, and starting wages. In addition to comparing training programs, a job search will be conducted by the participant which includes calling employers in their preferred industry to determine need. Participants will also complete applications with three employers that are hiring. This work done directly by the participant gives youth a real-time overview so they can make an informed decision. All participants also take a career interest inventory to determine field of interest. The Labor Market Information will be completed prior to transitioning to the WIOA Adult/Dislocated Worker program to receive an ITA. In addition, all participants will complete the Career Exploration and "Why I Work" online tool in order to properly assess the participant's career interest.

xiv. Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training.

Career Advisors will assist participants with post-secondary preparation and transition services to include completion of entrance, financial aid, and scholarship applications. To determine the best suited placement, transition services must be based on student preferences, and interests. Career Advisors will also be encouraged to partner with organizations in their community that provide this service and can assist in a more through process and will coordinate with the referring agency to ensure all services are provided.

(5) Program Elements (300 points)

(a) Goals and Objectives

Specific to entire seven-county area, respond to the following:

i. State your measurable performance goals or objectives that are to be accomplished

YDI's delivery of services is designed around the required performance and contract requirements of the program. The key to meeting performance under WIOA is to fully understand the required performance measures and identify the program services that coincide

with meeting those measures. Staff must understand how each measure is defined, the time period when performance counts, how to measure it, and the required documentation. Over the years, YDI has established a system of delivering WIOA youth services that builds off of and utilizes the 14 Youth Elements to meet the required expectations of Act. YDI is knowledgeable in the WIOA performance measures and has built its program services around them, resulting in meeting and/or exceeding all measures each year. Understanding outcomes drive program services, YDI is proactive in learning about and training staff on WIOA performance measures, meeting and strategizing with the Administrative Entity or Board, attending webinars, and creating a delivery packet of services that will generate higher performance. The elements provide the support services, financial assistance, and training that positions every youth in making progress towards successful performance. YDI ensures that every youth participant is engaged in at least *four* Youth Elements during their time in the program.
Below are some examples of the practices YDI has utilized in integrating elements to support outcomes:

- Youth interested in paid work experience are required to be enrolled in and actively participating in alternative education classes if they have not completed their secondary education. This requirement ensures that youth meet the credential attainment needed for employment placement following work experience.
- All basic skills deficient youth are required to complete 20 hours of tutoring to increase their reading and math skills, and meet the Measureable Skills Gain measure.
- Financial Literacy classes are required of all participants in paid work experience. This requirement ensures that youth are educated on finances and budgeting once they start earning money.
- Supportive services are provided to participants who are actively engaged in other program elements. This assistance supports program completion.

YDI is committed to meeting all required WIOA youth performance measures at the level established by the Southwest Area by delivering tailored and effective program services aligned to the measures, providing ongoing training and planning with staff, working collaboratively with the Administrative Entity, Board and State to implement change when necessary, and providing consistent and ongoing evaluation throughout the program.

Indicators for Youth Participants and Exiters

WIOA Measure	Target	Performance Indicator	How will Offeror Meet Measure and Promote Continuous Improvement
Placement in Employment/Training/Education	Q-2 after exit	Employment/Training/Education status	Meet: Effective service planning, work readiness training, HS or ABE completion, SMART placements, Labor Market review and utilization, and consistent follow-up. Measure: Wage records, check stubs, employer verification, and college acceptance letters. Strategy: Increase partnerships with employers and training providers in emerging and in-demand occupations, effective youth engagement, and ongoing case management.
Placement in Employment/Training/Education	Q-4 after exit	Employment/Training/Education status	Meet: Effective service planning, work readiness training, HS or ABE completion, SMART placements, Labor Market review and utilization, and consistent follow-up. Measure: Wage records, check stubs, employer verification, and college acceptance letters. Strategy: Increase partnerships with employers and training providers in emerging and in-demand occupations, effective youth engagement, and consistent case management.
Median earnings	Median earnings Q-2 after exit	Median earnings at placement	Meet: Utilize labor market information to guide youth to training and employment in emerging and in-demand occupations with livable wages. Measure: Wage records, check stubs, employer verifications. Strategy: Increase partnerships with employers in in-demand occupations, keep staff at the forefront of labor market information and emerging growth industries.
Credential rate	Credential attainment within 4 quarters after exit	Enrolled in/completed/attained certification in education or training	Meet: Ensure all youth are enrolled in education services that will lead to a credential, provide dropout prevention strategies, support services, effective case management, and consistent follow-up. Measure: Telephone verifications, college acceptance letters, and copies of diplomas, certificates or credentials. Strategy: Increase partnerships with education providers, develop additional career pathways, utilize labor market information to guide youth to training in in-demand occupations, effective youth engagement and case management.

Measurable skills gain		Enrolled in/completed/attained certification in education or training	Meet: Pre/post-test all basic skills deficient youth, ensure all youth are enrolled in education activities or apprenticeships leading to a credential. Measure: TABE pre/post-tests, copies of diplomas, certificates or credential, progress report from apprenticeship program, copies of certification exam results. Strategy: Engagement of youth for post-testing, increase partnerships with education and apprenticeship providers, continuous enrollment into education or apprenticeship activities, consistent follow-up.

ii. Describe the results expected from the program, identify the benefits to the participants, and to the communities served

YDI is dedicated to delivering an effective and proven system of care for youth in the Southwestern Area that works collaboratively with providers, partners, workforce, education and economic development systems, youth and families that will meet business needs and position youth in a career pathway leading to self-sufficiency. YDI will utilize its experience and high performance from the past 15 years, as well as augment the program understanding the gaps and challenges that arise from working with a hard-to-serve population. YDI will meet and exceed all the requirements of the Act providing access to the 14 youth elements under WIOA to both in-school and out-of-school youth that meet eligibility under the Act, engaging employers, core partners and other community partners, creating meaningful work-based learning opportunities, creating career pathways for youth aligned with demand industries and occupations, and making continuous improvement for the benefit of the program and youth served. In addition, YDI is dedicated to supplementing the WIOA program through other funding opportunities to provide leveraged resources and increased services contributing to the overall performance of the program, including customer-centered programs for youth with disabilities.

(b) Number of Participants to Serve

A minimum of 300 youth participants must be served in the program year.

Respond to the following:

i. **Show the number of in-school and out-school participants to be served in each county**

YDI will recruit and serve a total of **300 youth participants** throughout the seven counties in Southwestern Area that meet WIOA eligibility to provide the WIOA youth elements needed to ensure a successful completion of education and training leading to employment placement. The proposed participant training budget accounts for 75% of these participants to receive paid work experience, incentives and supportive services. Proper assessments will be conducted by

staff to determine the most in need of these financial resources of the program. For example, participants with prior work experience will work with the Career Advisors and access the services of the New Mexico Workforce Connection office and its partners to search for and secure employment rather than be placed in a work experience placement through the Youth Program. Other paid work programs will also be utilized. The chart below are proposed numbers of youth enrollments and in- and out-of-school work placements per county.

COUNTY	IN SCHOOL ENROLLMENTS	OUT OF SCHOOL ENROLLMENTS	TOTAL YEAR ENROLLMENT	IN SCHOOL WORK PLACEMENTS	OUT OF SCHOOL WORK PLACEMENTS	TOTAL YEAR WORK PLACEMENTS
Catron	3	12	15	3	9	12
Dona Ana	30	90	120	22	68	90
Grant	11	34	45	8	25	33
Hidalgo	3	12	15	3	9	12
Luna	10	29	39	7	22	29
Sierra	8	22	30	5	17	22
Socorro	9	27	36	7	20	27
TOTAL	74	226	300	55	170	225

ii. Describe the strategy that will be used to recruit and retain in-school and out-of-school youth participants in the program

One of YDI's greatest assets is the ability to outreach and connect with youth participants. Program staff will be properly trained in effective outreach strategies and will conduct recruitment throughout the program year. YDI will identify potential partners and develop formal collaborations to assist in our outreach efforts. Staff will recruit from local high schools, charter schools, alternative schools, universities, community colleges, community centers, juvenile justice centers, probation/parole offices, and other community youth organizations. WIOA Youth brochures will be used as recruitment materials and a one-page WIOA Youth eligibility flyer will provide more information regarding eligibility and required documentation. Recruitment will be done for both in-school and out-of-school youth. Places suitable for recruitment may include.

In-School Youth:

- Meet with School Principal/Counselors/School staff
- Presentations at School Staff Meetings
- Presentations in school classes/clubs/events

Goal – Consistent presence and exposure of program

Out-Of-School Youth:

- Presentations at youth community centers
- Staff meetings with entities that work with Out-Of-School Youth (CYFD)
- Connect with alternative sentencing programs (JCC, JJD, Drug Court)
- Other Youth Serving Organizations
- ABE Programs

Goal - Consistent presence and exposure of program

The Program Manager will work with each Career Advisor to develop a consistent and effective outreach schedule in each county and will schedule other core partners and staff (when applicable) to provide integrated services. This may include sharing of satellite office space and resources, as well as business and community contacts.

Consistent communication, effective planning and delivery of services are all tools for actively engaging and retaining youth in a program. Maintaining contact with the participant, developing a bond, showing an interest and celebrating their successes are best practices utilized by YDI. From there, effective planning and delivery of services are vital to keeping youth engaged. They have to "see and experience" the program and what it offers, not just be informed about it. Career Advisors will be trained in creating a positive connection with youth, developing a service strategy that is achievable and measureable, and delivering effective services that will keep youth engaged leading to retention and successful attainment of performance.

An innovative method for youth engagement includes engaging youth in the planning, implementation and accountability efforts to achieve meaningful change. Youth engagement is a central principle of positive youth development as young people are agents of their own development and deserve the right to represent their own interests. Youth participants are involved from the beginning in developing their ISS with goals and objectives, and creating their plan of service. Youth are educated on their role in the process and informed about the support received from Career Advisors. Client surveys are also conducted for feedback and implementation of youth voice in delivery of services.

(c) Participant Incentives

i. Describe the intermittent milestone incentives and a completion incentive designed to promote a sense of accomplishment for the participant and for participant retention, as allowed by WIOA.

The Incentive Policy utilized by YDI in the Central Region has demonstrated great results in regards to retention and achievement of performance outcomes. YDI will implement an incentive policy to promote successful participation and achievement of expected outcomes. The incentive will be aligned with training and/or education and must result in a measurable achievement. Incentives will be documented in the participant file and contain backup documentation for auditing purposes. Participants may qualify for up to two incentives while enrolled in the program.

Assessment/Measurable Skills Attainment Incentive - $100.00

Participants are eligible for this one-time incentive after successfully completing all TABE retesting requirements and increasing one education functioning level (2 grade levels) in Math and/or Reading, while enrolled in the program. Participants will receive an incentive not to exceed $100.00 (Reading $50.00 incentive and/or Math $50.00 incentive or both). A copy of the TABE level increase will be maintained in the participants file and scanned into VOSS.

Secondary School/Measurable Skills Attainment Incentive - $150.00

Participants are eligible for this one-time incentive following the submission of official records or test scores from the test site verifying the participant has achieved their High School Diploma or High School Equivalency. Achievement must have occurred during participation in the program. Documentation will be maintained in the participant file and scanned into VOSS.

Post-Secondary School Enrollment, Individual Training Accounts (ITA)/Measurable Skills Attainment Incentive - $100.00

Participants for successfully completing one full semester of post-secondary (does not have to be first semester only) with at least a "C" average. Participant must provide documentation of a full time course schedule (may be less than 12 semester hours for participants with a disability) and "C" average with unofficial transcript or schedule. Documentation will be maintained in the participant file and scanned into VOSS.

Skill Progression/Measurable Skills Attainment Incentive - $100.00

Participants are eligible for this one-time incentive for successfully completing an occupational skills certification exam. The certification must lead to potential employment opportunities. Official documentation from the test site verifying the participant passed is required and such documentation will be maintained in the participant file and scanned into VOSS.

Budget & Staffing Plan (no points awarded)

(a) Offerors must submit a Cost Response Form using Tab 1 of the Excel spreadsheet provided – Budget that sets forth the proposed budget expenditures for the WIOA Youth program

YDI Cost Response Form is included in the Core Mandatory Specifications. This response form includes YDI's proposed budget expenditures for the WIOA Youth program. All expenditures are negotiable with the Board.

(b) Using Tab 2 of the Excel spreadsheet, offerors must also provide a staffing plan showing each positions wage rate, hours per year, and percent of time to be worked under the WIOA Youth Program

Staffing Plan is included under Budget section and outlines each position with wage rate, hours per year, and percent of time to be worked.

(c) Of the $1,250,000 available, $1,200,000 must be used for operating and participant costs; funding in the amount not to exceed $50,000 is allocated for sub-recipient profit performance incentives that will paid 30 days after the contract close-out is accepted

The YDI Budget is $1,200,000 that covers operating and participant costs. Total operating costs total $635,091 and participant costs total $614,909.

(d) Budget not less than 75% of the allocated funds to out-of-school youth and the remaining for in-school youth

The budget for out-of-school participants is budgeted at 78% or $482,216.75. The budget for in-school participants is budgeted at 22% or $132,692.25. Further adjustments can be made at the recommendation of the Board.

(e) Offerors are required to enter in a Memorandum of Understanding, and an Infrastructure Funding Agreements for each New Mexico Workforce Connection Centers in Southwestern New Mexico

YDI is familiar with the required Memorandum of Understanding and Infrastructure Funding Agreements required under WIOA and will develop and finalize these understandings and agreements for each New Mexico Workforce Connection Centers within three months of award.

(f) Office space is available at each of the following workforce locations: The cost includes telephone, copier and utilities. Offerors may budget for a separate office location for their administrative and fiscal staff. In accordance with WIOA, an Infrastructure Funding Agreement must be completed for each worksite location.

The identified cost of each office has been budgeted into the YDI budget. A separate location for administrative staff will be provided by partner agencies. An Infrastructure Funding Agreement will be completed for each worksite location upon award.

Additional Provisions and Addendum to Scope of Work

The scope of work is modified to reflect changes to sections in the contract agreement's scope of work to:

(a) increase the work experience hourly pay rate to the highest minimum wage rate in the Southwestern workforce region of New Mexico;
(b) require a minimum of 10 total tutoring hours for participants needing this activity;
(c) include online training in the Educational Development/Enhancement, Occupational Skills Training and Occupation Related Training for participants, as described in the Youth Services Policy. The training will be paid by stipend equivalent to the work experience rate for each completed hour of training;
(d) provide enhanced mentoring activities for youth participants; and
(e) provide individual training account and on-the-job trainings to participants.

PY20 PERFORMANCE MEASURES

The following WIOA performance measures are in accordance with the Workforce Innovation and Opportunity Act Title I programs for Program Year 2020. These measures are equal to the levels negotiated between the Southwestern Area Workforce Development Board and the New Mexico Department of Workforce Solutions.

Youth	
Employment Rate 2nd Quarter Exit	65.0%
Employment Rate 4th Quarter Exit	81.0%
Median Earnings 2nd Quarter Exit	Baseline
Credential Attainment Rate	58.3%

WORKFORCE INNOVATION AND OPPORTUNITY ACT
Budget Worksheet - Youth Services

Sub-grant Number	Contract Period	Name of Provider
WIOA - Youth Service	July 1, 2020 - June 30, 2021	Youth Development, Inc. (YDI)

Budget Category		Original Budget			Budget Adjustment			Final Budget		
		In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Staff Salaries	Wage x % of Program x Project Hours									
Vice-President - Concha Cordova	$54.01 x 20% x 2080 hours	$ 6,740.03	$ 15,726.76	**$ 22,466.79**			$ -	$ 6,740.03	$ 15,726.76	**$ 22,466.79**
Program Director - Manuel Casias	$39.13 x 100% x 528 hours	$ 6,198.19	$ 14,462.45	**$ 20,660.64**			$ -	$ 6,198.19	$ 14,462.45	**$ 20,660.64**
Quality Assurance - Victoria Flores	$19.58 x 100% x 160 hours	$ 939.84	$ 2,192.96	**$ 3,132.80**			$ -	$ 939.84	$ 2,192.96	**$ 3,132.80**
Program Director	$25.41 x 100% x 1,728 hours	$ 13,173.71	$ 30,738.66	**$ 43,912.37**			$ -	$ 13,173.71	$ 30,738.66	**$ 43,912.37**
Program Manager	$22.86 x 100% x 1896 hours	$ 13,001.65	$ 30,337.20	**$ 43,338.85**			$ -	$ 13,001.65	$ 30,337.20	**$ 43,338.85**
Program Manager	$22.86 x 100% x 1896 hours	$ 13,001.65	$ 30,337.20	**$ 43,338.85**			$ -	$ 13,001.65	$ 30,337.20	**$ 43,338.85**
Quality Assurance Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Business Practitioner	$19.78 x 100% x 2080 hours	$ 12,346.40	$ 28,808.27	**$ 41,154.67**			$ -	$ 12,346.40	$ 28,808.27	**$ 41,154.67**
WIOA Trainer	$20.17 x 100% x 1896 hours	$ 11,472.05	$ 26,768.11	**$ 38,240.16**			$ -	$ 11,472.05	$ 26,768.11	**$ 38,240.16**
Youth Development Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Youth Development Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Youth Development Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Youth Development Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Youth Development Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Youth Development Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Youth Development Practitioner	$17.99 x 100% x 2080 hours	$ 11,224.58	$ 26,190.67	**$ 37,415.25**			$ -	$ 11,224.58	$ 26,190.67	**$ 37,415.25**
Youth Development Practitioner	$18.01 x 100% x 1896 hours	$ 10,241.46	$ 23,896.75	**$ 34,138.21**			$ -	$ 10,241.46	$ 23,896.75	**$ 34,138.21**
Total Staff Salaries		**$ 176,911.62**	**$ 412,793.72**	$ 589,705.34	$ -	$ -	$ -	**$ 176,911.62**	**$ 412,793.72**	$ 589,705.34
Fringe Benefits	Percentage or Cost	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	**Total**
FICA/Medicare	7.65% x $589,705.34	$ 13,533.74	$ 31,578.71	**$ 45,112.45**			$ -	$ 13,533.74	$ 31,578.71	**$ 45,112.45**
FUTA				$ -			$ -	$ -	$ -	$ -
SUTA	5.61% x $589,705.34	$ 9,924.74	$ 23,157.73	**$ 33,082.47**			$ -	$ 9,924.74	$ 23,157.73	**$ 33,082.47**
Workmans Comp. Ins.	5.0% x $589,705.34	$ 8,845.58	$ 20,639.69	**$ 29,485.27**			$ -	$ 8,845.58	$ 20,639.69	**$ 29,485.27**
Workmans Comp. Fee				$ -			$ -	$ -	$ -	$ -
Health Care Ins.	18.04% x $589,705.34	$ 31,914.85	$ 74,467.99	**$ 106,382.84**			$ -	$ 31,914.85	$ 74,467.99	**$ 106,382.84**
Retirement	6% x $589,705.34	$ 10,614.70	$ 24,767.62	**$ 35,382.32**			$ -	$ 10,614.70	$ 24,767.62	**$ 35,382.32**
Total Fringe Benefits		**$ 74,833.61**	**$ 174,611.74**	$ 249,445.35	$ -	$ -	$ -	**$ 74,833.61**	**$ 174,611.74**	$ 249,445.35
Travel	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	**Total**
In-State Travel										
Mileage reimbursement for local travel	Average 200 miles per month x $0.405/mile per employee	$ 9,655.00	$ 28,965.00	**$ 38,620.00**			$ -	$ 9,655.00	$ 28,965.00	**$ 38,620.00**
Out-of-State Travel										
				$ -			$ -	$ -	$ -	$ -
Total Travel		**$ 9,655.00**	**$ 28,965.00**	$ 38,620.00	$ -	$ -	$ -	**$ 9,655.00**	**$ 28,965.00**	$ 38,620.00
Materials & Supplies	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Consumables	files, paper, pens, etc.	$ 3,156.88	$ 9,470.62	**$ 12,627.50**			$ -	$ 3,156.88	$ 9,470.62	**$ 12,627.50**
Cellular phones	$55/month average x 17 lines + usage	$ 2,750.00	$ 8,250.00	**$ 11,000.00**			$ -	$ 2,750.00	$ 8,250.00	**$ 11,000.00**
Staff onboarding costs	CPR training, backgrounds	$ 375.00	$ 1,125.00	**$ 1,500.00**			$ -	$ 375.00	$ 1,125.00	**$ 1,500.00**
Cleaning Supplies	wipes and hand sanitizier for manager offices	$ 50.00	$ 150.00	**$ 200.00**			$ -	$ 50.00	$ 150.00	**$ 200.00**
Total Materials & Supplies		**$ 6,331.88**	**$ 18,995.62**	$ 25,327.50	$ -	$ -	$ -	**$ 6,331.88**	**$ 18,995.62**	$ 25,327.50
Property	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Furniture & equipment	computers and furniture	$ 1,000.00	$ 3,000.00	**$ 4,000.00**			$ -	$ 1,000.00	$ 3,000.00	**$ 4,000.00**
				$ -			$ -	$ -	$ -	$ -
Total Property		**$ 1,000.00**	**$ 3,000.00**	$ 4,000.00	$ -	$ -	$ -	**$ 1,000.00**	**$ 3,000.00**	$ 4,000.00
Facility Rental	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Rent costs for 7 NMWC Offices & 1 satellite office	includes utilities, phones, and copier fees	$ 16,375.00	$ 49,125.00	**$ 65,500.00**			$ -	$ 16,375.00	$ 49,125.00	**$ 65,500.00**
				$ -			$ -	$ -	$ -	$ -
Total Facility Rental		**$ 16,375.00**	**$ 49,125.00**	$ 65,500.00	$ -	$ -	$ -	**$ 16,375.00**	**$ 49,125.00**	$ 65,500.00
Miscellaneous	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Staff Training classes/workshops	$350/avg x 14 employees	$ 1,200.00	$ 3,600.00	**$ 4,800.00**			$ -	$ 1,200.00	$ 3,600.00	**$ 4,800.00**
Commercial Insurance	Building rental coverage, vehicle and liability	$ 50.00	$ 150.00	**$ 200.00**			$ -	$ 50.00	$ 150.00	**$ 200.00**
Subscription & dues	membership fees for chambers & associations	$ 125.00	$ 375.00	**$ 500.00**				$ 125.00	$ 375.00	**$ 500.00**
Postage costs	mailing of participant checks - $250/mth/avg x 12 months	$ 750.00	$ 2,250.00	**$ 3,000.00**			$ -	$ 750.00	$ 2,250.00	**$ 3,000.00**
Total Miscellaneous		**$ 2,125.00**	**$ 6,375.00**	$ 8,500.00	$ -	$ -	$ -	$ 2,125.00	$ 6,375.00	**$ 8,500.00**
Professional Services	Description	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	**Total**
Contractual Services	CES/Systems MD (IT Provider)	$ 500.00	$ 1,500.00	**$ 2,000.00**			$ -	$ 500.00	$ 1,500.00	**$ 2,000.00**
Advertising	Staff or participant recruitment @ $381/mth/avg x 12 months	$ 1,143.50	$ 3,430.50	**$ 4,574.00**			$ -	$ 1,143.50	$ 3,430.50	$ 4,574.00
Total Professional Services		**$ 1,643.50**	**$ 4,930.50**	$ 6,574.00	$ -	$ -	$ -	**$ 1,643.50**	**$ 4,930.50**	$ 6,574.00
Profit Incentives	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	**Total**
				$ -			$ -	$ -	$ -	$ -
Total Profit Incentives		**$ -**	**$ -**	$ -	$ -	$ -	$ -	**$ -**	**$ -**	$ -
Indirect Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	**Total**
Indirect Costs	8.95% of operating costs of $987,672.19	$ 22,099.17	$ 66,297.49	$ 88,396.66			$ -	$ 22,099.17	$ 66,297.49	**$ 88,396.66**
Total Indirect Cost Rate		**$ 22,099.17**	**$ 66,297.49**	$ 88,396.66	$ -	$ -	$ -	**$ 22,099.17**	**$ 66,297.49**	$ 88,396.66
Participant Training Costs	Descriptions	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	**Total**
In School Work Experience	50 participants x $10.25/hr x 200 hours	$ 102,500.00		**$ 102,500.00**			$ -	$ 102,500.00	$ -	**$ 102,500.00**
	FICA, WC, Unemployment	$ 16,553.75		**$ 16,553.75**			$ -	$ 16,553.75	$ -	**$ 16,553.75**
Out of School Work Experience	110 participants x $10.25/hr x 300 hours		$ 338,250.00	**$ 338,250.00**			$ -	$ -	$ 338,250.00	**$ 338,250.00**
	FICA, WC, Unemployment		$ 54,627.38	**$ 54,627.38**			$ -	$ -	$ 54,627.38	**$ 54,627.38**
Supportive Services	$200 PP x estimated 200 particpants in need	$ 10,000.00	$ 30,000.00	**$ 40,000.00**			$ -	$ 10,000.00	$ 30,000.00	**$ 40,000.00**
Participant Incentives	$200 PP x estimated 75 particpants qualify	$ 3,750.00	$ 11,250.00	**$ 15,000.00**			$ -	$ 3,750.00	$ 11,250.00	**$ 15,000.00**
Individual Training Accounts	$3,000 PP x estimated 25 participants		$ 75,000.00	**$ 75,000.00**			$ -	$ -	$ 75,000.00	**$ 75,000.00**
Online Training	160 participants x $10.25/hr x 200 hours	$ 82,000.00	$ 246,000.00	**$ 328,000.00**			$ -	$ 82,000.00	$ 246,000.00	**$ 328,000.00**
On-the-Job Training	5 participants x $10/hr x 1080 hours		$ 54,000.00	**$ 54,000.00**			$ -	$ -	$ 54,000.00	**$ 54,000.00**
Total Participant Services		**$ 214,803.75**	**$ 809,127.38**	$ 1,023,931.13	$ -	$ -	$ -	**$ 214,803.75**	**$ 809,127.38**	$ 1,023,931.13
TOTAL BUDGET EXPENSE		$ 525,779	$ 1,574,221	$ 2,100,000	$ -	$ -	$ -	$ 525,779	$ 1,574,221	$ 2,100,000

	Original Budget			Budget Adjustment			Final Budget		
AVERAGE PARTICIPANT COSTS	In-School	Out-of-School	Total	In-School	Out-of-School	Total	In-School	Out-of-School	Total
Number of Participants	85	250	335			0	85	250	**335**
Average Cost per Participant (Operating + Participant Training)	$ 6,185.63	$ 6,296.89	$ 12,482.52	#DIV/0!	#DIV/0!	#DIV/0!	$ 6,185.63	$ 6,296.89	**$ 6,268.66**
Average Cost per Participant (Operating Costs Only)	$ 3,658.53	$ 3,060.38	$ 6,718.90	#DIV/0!	#DIV/0!	#DIV/0!	$ 3,658.53	$ 3,060.38	**$ 3,212.15**
Average Cost per Participant (Participant Training Costs Only)	$ 2,527.10	$ 3,236.51	$ 5,763.61	#DIV/0!	#DIV/0!	#DIV/0!	$ 2,527.10	$ 3,236.51	**$ 3,056.51**
Percentage of In-School Budget (Can not exceed 25% of Total Budget)							25.04%	74.96%	100.00%

OFFEROR'S NAME: Youth Development, Inc.

STAFFING PLAN

					PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE
Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	WIOA Youth	Non - WIOA Programs	Total	WIOA Youth
Example: Supervisor	Las Cruces	Yes	$ 18.00	800	80%	20%	100%	$ 11,520.00
Vice-President - Concha Cordova	Albuquerque	No	$ 54.01	2,080	20%	80%	100%	$ 22,468.16
Program Director - Manuel Casias	Albuquerque	No	$ 39.13	528	100%	0%	100%	$ 20,660.64
Quality Assurance - Victoria Flores	Albuquerque	No	$ 19.58	160	100%	0%	100%	$ 3,132.80
Program Director	Las Cruces	No	$ 25.41	1,728	100%	0%	100%	$ 43,911.94
Program Manager	Las Cruces	Yes	$ 22.86	1,896	100%	0%	100%	$ 43,342.56
Program Manager	Las Cruces	Yes	$ 22.86	1,896	100%	0%	100%	$ 43,342.56
Quailty Assurance Practitioner	Silver City	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,419.20
Business Practitioner	Las Cruces	Yes	$ 19.78	2,080	100%	0%	100%	$ 41,142.40
WIOA Trainer	Las Cruces	No	$ 20.17	1,896	100%	0%	100%	$ 38,242.32
Youth Development Practitioner	Las Cruces	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
Youth Development Practitioner	Las Cruces	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
Youth Development Practitioner	Sunland Park	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
Youth Development Practitioner	Las Cruces	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
Youth Development Practitioner	Deming	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
Youth Development Practitioner	Silver City	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
Youth Development Practitioner	Socorro	Yes	$ 18.01	1,896	100%	0%	100%	$ 34,137.48
Youth Development Practitioner	Truth or Consequences	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
Youth Development Practitioner	Lordsburg	Yes	$ 17.99	2,080	100%	0%	100%	$ 37,415.04
							0%	$ -
							0%	$ -
							0%	$ -
							0%	$ -
							0%	$ -
							0%	$ -
							0%	$ -
TOTAL								$ 589,705.34

Attachment A

Contract Performance Activities Schedule

Youth Development, Inc. - Program Year 2020

		July 1, 2020 - June 30, 2021												
	Minimum Monthly Performance Activities	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**	**Total**
Staffing	Number of staff vacancies filled (list vacancies)	3	3											6
	Staff support supervisors reviews (Daily Support)	120	120	120	120	120	120	120	120	120	120	120	120	1440
	Trainer Activities (Ind. Contacts)	64	96	128	128	128	128	128	128	128	128	128	128	1440
	Staff retention	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%	>90%
O&R Activities	Outreach/Recruitment Activities	20	20	20	20	20	20	20	20	15	15	15	15	220
Mentoring	Mentors needed	4	4	5	5	5	6	6	5	5	5	4	3	57
	Participants assigned to mentors	8	8	10	10	10	12	12	10	10	10	8	7	115
Training	**New paid work experience, online job readiness training, ITA, & OJTs**	**10**	**25**	**25**	**40**	**40**	**40**	**40**	**40**	**40**	**30**	**0**	**0**	**330**
Expenditures & Enrollments	**Minimum Expenditures**	**$ 55,000**	**$ 60,000**	**$ 70,000**	**$ 100,000**	**$ 150,000**	**$ 200,000**	**$ 260,000**	**$ 375,000**	**$ 300,000**	**$ 250,000**	**$ 140,000**	**$ 140,000**	**$ 2,100,000**
	New Enrollments (In-school & Out-of-school)	**15**	**25**	**40**	**40**	**40**	**40**	**40**	**40**	**40**	**15**	**0**	**0**	**335**
Outcomes	Participant retention	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%	82%
	Employed or in Education within 60 days of exit	0%	0%	70%	70%	82%	82%	82%	82%	82%	82%	82%	82%	82%
	Completed credential of those attempting attainment (when the creditial is scheduled to be completed)	30%	30%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Agenda Item

Resolution 19 – 73 awards the WIOA Request for Proposal Adult & Dislocated Worker Contract Agreement to Arbor E&T, LLC dba ResCare Workforce Services for the period of July 1, 2020 through June 30, 2021, with an option to renew annually for a total of three years, and authorizes the board chair or vice chair to sign the agreement

SUMMARY OF AGENDA ITEM

- This agenda item is presented to approve the contract agreement for the WIOA Adult and Dislocated Worker RFP that was issued on May 5, 2020. The successful offeror is Arbor E&T, LLC dba ResCare Workforce Service.
- Two proposals were submitted in response to this RFP: Arbor E&T, LLC dba ResCare Workforce Service and Creative Work Solutions. The term of the agreement is for one year, from July 1, 2020 to June 30, 2021, with an option to renew annually for a total of three years. The amount of the contract is for $2,600,000.00.
- The management letter containing the evaluation committee are provided for your review with specific scoring.
- The Administrative Entity will obtain the exhibits and submit the contract agreement to the Chair or Vice Chair for signature.
- The WIOA Adult & Dislocated Worker service provider is responsible for the delivery of career services, training services, follow-up services, as well as other activities that meet the demands of employers and job seekers within the seven-county region of southwestern New Mexico.

RECOMMENDATION

A motion to accept Resolution 19 – 73.

BOARD'S OPTIONS ARE TO

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

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Management Letter
- Proposed Contract Agreement

SERVING
CATRON COUNTY DOÑA ANA COUNTY GRANT COUNTY
HIDALGO COUNTY LUNA COUNTY SIERRA COUNTY SOCORRO COUNTY

600 Hwy. 195, Ste. C PO Box 1072 Elephant Butte, New Mexico 87935
P: 575-744-4857 F: 575-744-5021

MANAGEMENT RECOMMENDATION LETTER

June 25, 2020

Mr. Joshua Orozco, Chair
Southwestern Area Workforce Development Board
PO Box 1072
Elephant Butte, NM 87109

Re: RFP for WIOA Adult & Dislocated Worker Services #2019-02
Issued May 5, 2020

Dear Mr. Orozco:

The evaluation committee report and addendum for the request for proposals for the WIOA Adult & Dislocated Worker Services procurement has been submitted to me.

Upon review of the report, I concur with the evaluation committee and recommend that the award for this procurement be made to Arbor E&T, LLC dba Rescare Workforce Services.

The term of the contract is for the period of July 1, 2020 through June 30, 2021, with the option to renew annually for up to three years. The scope of work will be performed as outlined in the RFP and their proposal. The contract agreement shall not exceed $2,600,000.00.

The RFP information remains confidential until the award is made by the Southwestern Area Workforce Development Board. Should you require additional information regarding the evaluation committee's recommendation or my recommendation, please contact Mr. Steve Duran at (575) 740-5381.

Thank you for your time and consideration.

Sincerely,

Jay Armijo
Chief Procurement Officer
Executive Director of the SCCOG
Administrative Entity for the SAWDB

Enclosure: Evaluation Committee Report and Addendum

cc: Mr. Steve Duran, WIOA Administrator
Procurement File

M E M O R A N D U M

TO: Jay Armijo, Chief Procurement Officer
Steve Duran, WIOA Administrator
Southwestern Area Workforce Development Board

FROM: Evaluation Committee

SUBJECT: Evaluation Committee Report – WIOA Adult & Dislocated Worker Services RFP#2018-02

DATE: June 19, 2020

The administrative entity received two responsive proposals to the Request for Proposals for the Workforce Innovation and Opportunity Act Adult & Dislocated Worker Services prior to the deadline of 2:00 p.m. Mountain Daylight Time on June 5, 2020.

The organizations who responded were:

- Arbor ET dba Rescare Workforce Services – Louisville, KY
- Creative Work Solutions – Spokane, WA

Summary of Evaluation Committee Activity

Members of the evaluation committee:

- Ms. Cassie Arias – Southwestern Area Workforce Development Board Member
- Ms. Alisa Estrada – Southwestern Area Workforce Development Board Member
- Mr. Joe McClintock – AE of the Southwestern Area Workforce Development Board
- Ms. Rosalba Ortiz – Workforce Borderplex

The committee met on June 16, 2020 via a Zoom conference call to score and rank the proposals.

The evaluation factors were developed and published in the RFP prior to its issuance. The factors reflect all the evaluation criteria used for scoring and points award by the committee.

Evaluation Committee Waiver
In accordance with Section II.C.(19), Right to Waive Irregularities, the evaluation committee waived the lack of submission for Contract Exhibits B, C, & E and the staffing plan requirements in Section III.D for Creative Work Solutions, as it deemed it to not otherwise materially affect the procurement.

Evaluation Committee Points

The evaluation committee deemed that all the Core Mandatory Specification were met and awarded the following points based on the Core Desirable Specifications evaluation criteria in the RFP.

CORE DESIRABLE SPECIFICATIONS	Arbor dba ResCare Workforce Services	Creative Work Solutions
1) Organization's Experience (150 points)	138.75	126.50
2) Management (125 points)	113.25	110.00
3) Training (125 points)	119.25	111.25
4) Program Narrative (350 points)	329.50	303.25
5) Performance Management (250 points)	245.00	208.75
Total of Possible Points (1,000 points)	945.75	859.75

Recommendation of the Committee

The committee considered the offerors qualified to perform the work specified in the Request for Proposals.

The resulting scores were based on the distribution of the weighted factors as specified in the Request for Proposals. The committee recommends that the performance of the contract be awarded to Arbor dba ResCare Workforce Services, as it received 945.75 of the 1,000 possible points available.

Thank you for your time and consideration of this recommendation.

Olivia Estrada — Evaluator's Signature — 06/21/2020 — Date

Evaluator's Signature — 06/22/2020 — Date

Evaluator's Signature — 06/22/2020 — Date

Evaluator's Signature — 06/20/2020 — Date

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M E M O R A N D U M

TO: Jay Armijo, Chief Procurement Officer
Steve Duran, WIOA Administrator
Southwestern Area Workforce Development Board

FROM: Evaluation Committee

SUBJECT: Addendum #1 of Evaluation Committee Report – WIOA Adult & Dislocated Worker Services RFP#2019-02

DATE: June 24, 2020

This memorandum serves as an addendum to the Evaluation Committee Report.

In preparation of the contract agreement with the recommended offeror, Arbor E&T, LLC dba ResCare Workforce Services, it was noted that a section of the contract, Sub-grant Agreement Provisions, was not submitted in their proposal for the WIOA Adult & Dislocated Worker RFP. Although, the contract cover sheet and exhibits sections were submitted.

Subsequently, the evaluation committee met via Zoom on June 24, 2020 to discuss the contract sub-agreement provisions section.

Summary of Evaluation Committee Activity
All members of the evaluation committee were present:

- Ms. Cassie Arias – Southwestern Area Workforce Development Board Member
- Ms. Alisa Estrada – Southwestern Area Workforce Development Board
- Mr. Joe McClintock – AE of the Southwestern Area Workforce Development Board
- Ms. Rosalba Ortiz – Workforce Borderplex

Evaluation Committee Waiver
In accordance with Section II.C.(19), Right to Waive Irregularities, the evaluation committee waived the lack of submission of the contract section, Sub-grant Agreement Provisions, for Arbor E&T, LLC dba ResCare Workforce Services, as it deemed it to not otherwise materially affect the procurement.

Recommendation of the Committee
The committee's recommendation stands in that the performance of the contract be awarded to Arbor dba ResCare Workforce Services, as stated in the evaluation committee report.

Thank you for your time and consideration of this recommendation.

Evaluator's Signature	06/24/2020 Date
Evaluator's Signature	06/25/2020 Date
Evaluator's Signature	06/24/2020 Date
Evaluator's Signature	06/24/2020 Date

###

CONTRACT COVER SHEET

WIOA SERVICES	1. CONTRACT/MODIFACTION NO.	CONTRACT PERIOD
CONTRACT COVER SHEET	PY20-WIOA-02	July 1, 2020 - June 30, 2021

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

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

2. NAME OF PROVIDER	3. NAME OF PROVIDERS POINT OF CONTACT
Arbor E&T, LLC dba ResCare Workforce Services	Janette Dunn
ADDRESS 805 North Whittington Parkway	TITLE OF POINT OF CONTACT Regional Director
CITY, STATE & ZIP Louisville, KY 40222	TELEPHONE/FAX/EMAIL Phone: 714-856-0194 Fax: 502-638-7944 Email: Janette.Dunn@rescare.com
4. FUNDING TYPE(S) (Check those that apply) TITLE I ☑ Adult ☑ Dislocated Worker ☐ Youth ☐ Administration	5. TYPE OF CONTRACT ACTION ☑ New ☐ Modification/Amendment ☐ Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$0.00	$1,100,000.00	$1,500,000.00	$0.00	$2,600,000.00

AMOUNT OF MODIFICATION

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

AMOUNT OF TOTAL CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$0.00	$1,100,000.00	$1,500,000.00	$0.00	$2,600,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

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

The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA) in accordance with the proposal submitted for the **WIOA Adult & Dislocated Worker Service Request for Proposals (RFP#2019 – 02).**

(B) The purpose of the Workforce Innovation and Opportunity Act includes:

(1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment

(2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system

(3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts

(4) Promoting improvement in the structure and delivery of services

(5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation

(C) The Local Workforce Development Board has authorized this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide employment and training programs consistent with the WIOA, the New Mexico Combined State Plan, the LWDB's local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

RESPONSE TO BOARD'S TERMS AND CONDITIONS

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract terms and conditions as set forth in the Contract Agreement Terms & Conditions. As provided in Section III.L, should the offeror object to any of the Board's terms and conditions, as contained in Appendix A, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

RWS accepts the General Requirements (Section II.C) and the Contract terms and conditions set forth in the Contract Agreement Terms & Conditions. We do not object to any of the Board's terms and conditions as contained in Appendix A and do not have alternate language to propose.

II. AGREEMENT REQUIREMENTS

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

(1) The CEOs in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area.

(2) The local grant recipient or an entity designated shall disburse the grant funds for Workforce Innovation and Opportunity Activities at the direction of the local board, pursuant to the requirements of this title. The local grant recipient or entity designated shall disburse the funds immediately on receiving such direction from the local board.

(3) As the local grant recipient, the CEOs are responsible for overseeing the activities of LWDB and sub-recipients.

(4) The LWDB shall perform the obligations and duties as outlined in this agreement.

(5) On behalf of the CEOs and LWDB, the Administrative Entity (AE) and Fiscal Agent (FA) shall provide staff support to the Sub-Grantees and shall be responsible for the day-to-day fiscal and program administration and oversight of the Workforce Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantees through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(B) Duties and Obligations of the Sub-Grantee

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

(C) Effective Date and Term

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

(D) Funding

(1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers in the amount stated in the Contract Cover Sheet of this Agreement.

(2) Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct

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

(2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.

(3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

(a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.

(b) Sub-Grantee will establish local policy and procedures for their subgrantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.

(c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.

(d) Sub-Grantee acknowledges that USDOL, SAE, AE, FA, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.

(3) Modification Procedures

(a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved wavier(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change result from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to the Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.

(b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.

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

(4) Reporting Requirements

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

(b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.

(5) Maintenance of Funds in Appropriate Financial Institutions

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

(6) Payment Contingency

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

(7) Performance Standards

(a) Sub-Grantee shall comply with performance criteria negotiated with the AE. Upon request by the AE, Sub-Grantee shall provide such data as the AE may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The AE recognizes that Sub-Grantee has the authority and discretion to add its own internal policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.

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

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

(A) Data Access and Automation Requirements

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

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

(2) Sub-Grantee agrees to:

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

(B) Retention of Records

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

(2) Fiscal Records

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

(3) Fixed Asset and Inventory Maintenance

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

(4) Retention of Complaint Records

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

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

(5) Confidentiality of Records

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

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

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

(7) Confidentiality of Data

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

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

(ii) The Sub-Grantee understands that access, use or discloser of social security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

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

(iv) Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.

(8) Compliance with Applicable Audit Requirements

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

(9) Right of Inspection

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

(10) Financial and Performance Monitoring

(a) Sub-Grantee shall permit the AE, FA, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.

(i) Sub-Grantee shall review the monitoring reports by the AE, FA, SAE, USDOL or its representatives, and shall act promptly, under direction of the AE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the AE may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

(1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:

(a) State policy, SAE rules, program information notices or technical assistance guides;

(b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;

(c) The Wagner-Peyser Act of 1933;

(d) The Civil Rights Act of 1964, Title V;

(e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;

(f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).

(g) Americans with Disabilities Act of 1990;

(h) The Hatch Act;

(i) Child Labor Laws;

(j) Occupational Safety and Health Act (OSHA);

(k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;

(l) Social Security Act;

(m) Military Selective Services Act;

(n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);

(o) Fair Labor Standards Act;

(p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;

(q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;

(r) Age Discrimination Act of 1975;

(s) New Mexico Human Rights Act;

(t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,

(u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

(1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

(2) If the Agreement is terminated by AE as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.

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

(B) Termination for Default (Cause)

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

(2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the AE withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the AE from Sub-grantee is determined.

(3) If after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

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

(2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:

(a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;

(b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Subgrantee, or withholding of provision of further performance by Subgrantee until necessary performance or corrective actions are satisfactorily completed by AE;

(c) Deny payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.

(d) Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

(B) Insurance

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

(2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.

(3) The insurance shall include provisions preventing cancellation without 60 days prior notice to the AE by certified mail.

(C) Notice of Pending Litigation

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

(D) Certifications

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

(E) Exhibits

(1) The original Grant Agreement exhibits are incorporated into Grant Agreement Modifications and Sub-grantee agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:

(a) Exhibit A - Assurances and Certifications

(b) Exhibit B - Liability & Bonding Insurance

(c) Exhibit C - Indirect Cost Rate Agreement

(d) Exhibit D - Budget Information Summary

(e) Exhibit E - Information Request Form

(f) Exhibit F – Campaign Contribution Form

(g) Exhibit G – Scope of Work and Budget

(2) The Scope of Work shall be performed in accordance with the proposal submitted for the WIOA Adult & Dislocated Worker Service Request for Proposals (RFP#2019 – 01).

(F) Liability

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

(G) Sub-Grantee;

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

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

(2) Shall conduct periodic quality assurance reviews on participant files and operations in accordance with the state or local guidance letters and or policy.

(3) May make budget adjustments and programmatic modifications with written approval of the WIOA Administrator.

(4) Shall submit program activity and fiscal reports that are due to the Administrative Entity and Fiscal Agent's office not later that the 15th day of the following month.

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

VIII. REFERENCES

(A) Workforce Innovation and Opportunity Act (Pub. L 113-128) and all other applicable federal statutes and regulations

(B) All applicable state laws (once NMAC is updated to reflect WIOA), and state policy directives, including State Technical Assistance Guides

(C) All relevant federal guidance documents, including, but not limited to the following:

(1) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)

(2) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)

(3) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)

(4) Training and Employment Guidance Letter 27-14, including Change 1 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)

(5) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIOA to WIOA)

(6) Training and Employment Guidance Letter 41-14, including Change 1 (Workforce Innovation and Opportunity Act Title I Training Provider Eligibility Transition)

(7) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act)

(8) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)

(9) Training and Employment Notice 37-14 (Complying with nondiscriminatory Requirements)

(10) Training and Employment Notice 01-15 (Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide)

(11) Training and Employment Guidance Letter 01-15 (Implementation of Waivers approved under the Workforce Innovation and Opportunity Act)

(12) Training and Employment Guidance Letter 03-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)

(13) Training and Employment Guidance Letter 04-15 (Vision for the One-Stop Delivery

(14) System under the Workforce Innovation and Opportunity Act (WIOA)

(15) Training and Employment Guidance Letter 08-15 (Second Title 1 WIOA Youth Program Transition Guidance)

(D) Unemployment Insurance Program Letter 20-15 (Unemployment Insurance and the Workforce Innovation and Opportunity Act of 2014)

IX. WIOA ADULT & DISLOCATED WORKER SERVICE REQUIREMENTS

(A) PROGRAM DESIGN & ESSENTIAL ELEMENTS

(1) Workforce Innovation and Opportunity Act (WIOA) funds may only be used for authorized WIOA activities as outlined in the Act. These services will be provided through the one-stop delivery system in accordance with federal, state and local rules, regulations and guidance. The following program design elements shall be applied to all programs and services.

(a) BUSINESS DRIVEN- Workforce Research and Regional Labor Market Analysis: All programs and services must be aligned with targeted industry and occupation strategies documented by the LWDB and based on local, regional and statewide economic conditions.

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

(c) WORKFORCE CONNECTION ON-LINE SYSTEM:
Adult,
Dislocated Workers and Youth who receive services must be registered in the Workforce Connection Online System consistent with federal, state and local policy.

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

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

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

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

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

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

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

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

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

(C) PRIORITY OF SERVICE

(a) VETERANS PRIORITY OF SERVICE

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

(b) ADULT PRIORITY OF SERVICE

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

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

(1) Basic Career Services must be available to all individuals seeking services in the one-stop delivery system. At a minimum, Basic Career Services consist of the following:

(a) determinations of whether the individuals are eligible to receive assistance from the Adult, Dislocated Worker or Youth programs;

(b) outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits) and orientation to the information and other services available through the one-stop delivery system;

(c) initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;

(d) labor exchange services, including—

(i) job search and placement assistance and, in appropriate cases, career counseling, including the provision of information on indemand industry sectors and occupations; the provision of information on nontraditional employment;

(e) provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, in appropriate cases, other workforce development programs;

(f) provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—

(i) job vacancy listings in such labor market areas; information on job skills necessary to obtain the jobs; and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations;

(g) provision of performance information and program cost information on eligible providers of training services as described in WIOA section 122, provided by pro- gram and type of provider;

(h) provision of information, in formats that are usable by and understandable to one- stop center customers, regarding how the local area is performing on the local performance accountability measures described in WIOA section 116(c) and any additional performance information with respect to the one-stop delivery system in the local area;

(i) provision of information, in formats that are usable by and understandable to one- stop center customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under the a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;

(j) assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under this Act;

(k) Provision of information and assistance regarding filing claims for unemployment compensation, including meaningful assistance to individuals seeking assistance in filing a claim. Meaningful assistance means providing assistance on-site using staff who are properly trained in UI claims filing, and/or the acceptance of information necessary to file a claim, or by phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time as directed by the State in coordination with the State Unemployment Insurance Operations Center. The costs associated in providing meaningful assistance may be paid for by the State's UI program, the WIOA Adult or Dislocated Worker programs, the Wagner Peyser Employment Service, or some combination of these funding services.

(l) **Basic Career Services referenced above do not require coenrollment. A WIOA application does not need to be completed.**

(E) INDIVIDUALIZED CAREER SERVICES

(1) Individualized Career Services must be made available to individuals if the one stop operator or service provide determine the services are appropriate in order for an individual to obtain or retain employment. Staff may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. Individualized Career Services consist of the following:

(a) comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools; and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

(b) development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives;

(c) group counseling;

(d) individual counseling;

(e) career planning;

(f) short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, some instances

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

(g) internships and work experiences that are linked to careers;

(h) workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy, and self- management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, training or employment;

(i) financial literacy services, such as the activities described in section WIOA 129(b)(2)(D);

(j) out-of-area job search assistance and relocation assistance;

(k) English language acquisition and integrated education and training programs; and

(2) Follow-up services – follow up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service.

(a) **Follow-up services do not extend the date of exit in performance reporting.**

(3) A WIOA application must be completed for all individuals receiving Individualized Career Services. WIOA case managers are responsible for compiling eligibility and data validation documentation.

(4) Participation for Adult and Dislocated Worker occurs after information is collected to support eligibility determination and begins when the individual receives a staff assisted service excluding those defined as a Basic Career Service.

(F) TRAINING SERVICES

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

(a) be unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services described;

(b) be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and

(c) have the skills and qualifications to successfully participate in the selected program of training services;

(d) who select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate;

(e) who are determined to be eligible in accordance with the priority system in effect

(G) RULE OF CONSTRUCTION - Nothing in this subparagraph shall be construed to mean an individual is required to receive career services prior to receiving training services.

(1) Training services may include—

(a) Occupational Skills Training, including training for nontraditional employment;

(b) On-the-Job-Training;

(c) Incumbent worker training that combine workplace training with related instruction, which may include cooperative education programs;

(d) Training programs operated by the private sector;

(e) Skill Upgrading and retraining;

(f) Entrepreneurial Training

(g) Transitional jobs

(h) Job Readiness training provided in combination with services;

(i) Adult Education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services described

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

(H) ADDITIONAL INFORMATION

(1) CONSUMER CHOICE REQUIREMENTS

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

(2) ELIGIBLE TRAINING PROVIDERS

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

(3) CREDENTIALS

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

(4) SUPPORTIVE SERVICES AND NEEDS-RELATED PAYMENTS

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

X. PY 2020 PERFORMANCE MEASURES

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

	Adult	Dislocated Worker
Employment Rate 2nd Quarter After Exit	77.0%	72.0%
Employment Rate 4th Quarter After Exit	78.0%	59.0%

Median Earnings 2nd Quarter After Exit	$7,500	$7,100
Credential Attainment 4th Quarter After Exit	60.0%	67.0%

XI. PROGRAM YEAR 2020 SELF-SUFFICIENCY WAGE

(A) The SAE will annually calculate a self-sufficiency standard for each local area using a living wage model or comparable data that draws upon geographically specific expenditures that incorporates the income need of individuals, families and sub-state geographical considerations.

(B) The Southwestern Local Area Workforce Development Board is $32.62/Hour

XII. CORRECTIVE ACTION AND SANCTIONS

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

XIII. ADDITIONAL PROVISIONS

(A) Intensive Focal Area

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

(B) Profit Incentives

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

LWDB: _____ _____

Authorized Signature Date

Sub-Grantee:  6/24/2020

Authorized Signature, Mark Douglass Date

WIOA CONTRACT WITH CONTRACT EXHIBITS
EXHIBIT A – ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR
PROGRAM YEAR 2020

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 ResCare Workforce Services — 6/3/2020

Sub-recipient (PRINTED NAME) — DATE



SIGNATURE

ASSURANCES AND CERTIFICATIONS

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

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

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

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

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

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the DrugFree 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 of termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an ongoing drug-free awareness program to inform employees about —
      i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
      . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:

   c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —

i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

a. Workforce Innovation and Opportunity Act prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I - financially assisted program or activity;

b. Title VI of the Civil Rights of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age; and individuals with disabilities.

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

e. Title IX of the Education Amendments of 1972, as amended, which prohibits the discrimination on the basis of sex in educational programs.

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

3. FINANCIAL CAPABILITY CERTIFICATION

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

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

EXHIBIT B – LIABILITY AND BONDING

ACORD

CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY): 6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1078748 Res-Care, Inc. and all its subsidiaries 805 N. Whittington Parkway Louisville KY 40222	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Endurance American Insurance Company — 10641 INSURER C : See Attached INSURER D : INSURER E : INSURER F :

COVERAGES *RESCA01 CERTIFICATE NUMBER: 12356659 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	XSL G71567242 (CLAIMS MADE)	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 4,000,000
A	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Prof. Liability						MED EXP (Any one person)	$ XXXXXXX
	X SexAbuse/Molestation						PERSONAL & ADV INJURY	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	ISAH25296953	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	☐ UMBRELLA LIAB X OCCUR	N	N	XSC30000119103 (AUTO & EL ONLY)	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 3,000,000
B	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	SEE ATTACHED			X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Retro Date for Policy #XSL G71567242 is 7/1/01.

CERTIFICATE HOLDER

12356659

FOR INFORMATION ONLY
MD

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Scudieri

ACORD 25 (2016/03)

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Miscellaneous Attachment : M488826 Master ID: 1078748, Certificate ID: 12356659

RES-CARE, INC. AND ALL OF ITS SUBSIDIARIES
CERTIFICATE CONTINUATION

WORKERS' COMPENSATION POLICIES
WLR C65895602 (All Other States) - Indemnity Insurance Co. of North America, NAIC #43575; Eff. 7/1/2019 - 7/1/2020
WLR C6589564A (CA) - ACE American Insurance Co., NAIC #22667; Eff. 7/1/2019 - 7/1/2020
SCF C65895687 (WI) - ACE Fire Underwriters Insurance Co., NAIC #20702; Eff. 7/1/2019 - 7/1/2020

OHIO EXCESS WORKERS' COMPENSATION
SP 4059590 - Safety National Casualty Corporation, NAIC #15105; Eff 12/1/2018 - 12/1/2019
Cov. A - Statutory
Cov. B - $1,000,000 Each Accident / $1,000,000 Each Employee (Disease) / $1,000,000 Agg. (Disease)

WASHINGTON EXCESS WORKERS' COMPENSATION
WCU C65895729- ACE American Insurance Co., NAIC #22667; Eff. 7/1/2019 - 7/1/2020
Maximum Liability of Excess Insurer: $2,000,000 / Retention: $1,100,000

TEXAS NON-SUBSCRIBER (EMPLOYER'S EXCESS INDEMNITY)
EPG000007608 - North American Specialty Ins. Co., NAIC #29874; Eff. 6/27/2019 - 6/27/2020
$25,000,000 per Occurrence / $25,000,000 Aggregate

Miscellaneous Attachment: M488826

PHOEPAR-01 MLEMASTER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New York- E.45th-Alliant Ins Svc Inc 140 East 45th St Ste 6B New York, NY 10017	CONTACT NAME: margaux.lemaster@alliant.com PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Phoenix Parent Holdings Inc. Res-Care, Inc. and all its subsidiaries 805 N. Whittington Parkway Louisville KY 40222	INSURER A : U.S. Specialty Insurance Company	29599
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Crime			14-MGU-20-A48436	01/01/2020	01/01/2021	Crime	$5,000,000
							Deductible	$300,000
							Claim	$5,000,000 per occ.

Res-Care, Inc. and all subsidiaries
805 N. Whittington Parkway
Louisville, KY 40222

CERTIFICATE HOLDER

Allied Community Resources
P.O. Box 479
East Windsor, CT 06088-0479

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Fred T. Podolny

ACORD 25 (2016/03)

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EXHIBIT C – INDIRECT COST RATE

ResCare Workforce Services
Career Centers
FY2019 Provisional Indirect Cost Rates Schedule

Independent Accountant's Report
For the Fiscal Year Ending December 31, 2019

ML WEEKES & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS

41 UNIVERSITY DRIVE
SUITE 400
NEWTOWN, PA 18940

TEL: (215) 579-8555
FAX: (215) 579-1752

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

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List of Pass-Through Entities (Contracting Organizations)....7

ML WEEKES & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS

41 UNIVERSITY DRIVE
SUITE 400
NEWTOWN, PA 18940

TEL: (215) 579-8555
FAX: (215) 579-1752

Independent Accountant's Report

To the Board of Directors of ResCare, Inc.

We have examined management's assertions that the accompanying Provisional Indirect Cost Rates Schedule (the "Schedule") of ResCare Workforce Services[1] ("RWS" or the "Company"), a wholly owned subsidiary of ResCare, Inc., for the fiscal year ending December 31, 2019 is presented in accordance with the criteria set forth in the Company's representation letter dated May 31, 2019. The Company's management is responsible for the assertions. Our responsibility is to express an opinion on management's assertions regarding the Company's Schedule based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence supporting management's assertions and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

In our opinion, management's assertions regarding the Company's Schedule referred to above are fairly stated, in all material respects, based on the following criteria:

- ✓ The Schedule was prepared in conformance with Federal Acquisition Regulation (FAR) 48 CFR 31 "Contract Cost Principles and Procedures," and other applicable regulations,
- ✓ Estimated costs used to formulate the Schedule are based on management's estimate of expected events and operations, and are consistent with budgets, forecasts, or operating plans prepared for such periods,
- ✓ The Schedule incorporates the latest version of such budgets, forecasts, or operating plans, and any anticipated changes or modifications to such information that could affect the disclosures contained in the Schedule,
- ✓ The accounting principles used for the Schedule are consistent with the principles used in preparing the Company's historical (Final) Indirect Cost Rates,
- ✓ Cost eliminations were made to account for unallowable costs, and
- ✓ Costs that have been treated as direct costs have not been included as indirect costs in the cost pools within the Schedule.

[1] The audit entity is doing business as "ResCare Workforce Services", however, the legal name of the audit entity is Arbor E&T, LLC.

ML WEEKES & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS

41 UNIVERSITY DRIVE
SUITE 400
NEWTOWN, PA 18940

TEL: (215) 579-8555
FAX: (215) 579-1752

This report is intended solely for the information and use of the ResCare Board of Directors, ResCare, Inc. and ResCare Workforce Services management, and pass-through entities (contracting organizations) and is not intended to be and should not be used by anyone other than these specified parties.

ML Weekes & Company, PC

Newtown, PA
May 31, 2019

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Description	Total Amount	Program Support*	Administrative Support*
ResCare Workforce Services (RWS) Overhead Pool	$ 18,594,906	N/A	N/A
Base	$ 179,002,744	N/A	N/A
Combined RWS Overhead Rate	10.39%		
WIOA Programs Only:			
ResCare Workforce Services (RWS) Overhead Pool	$ 18,482,048	$ 16,171,459	$ 2,310,590
Base	$ 179,002,744	$ 179,002,744	$ 179,002,744
Combined RWS Overhead Rate - WIOA Only	10.33%	9.03%	1.30%

** Administrative & Program Classifications only required for WIOA Programs.*

Note 1 - In accordance with DOL guidance letter 5-06, the executive salaries in excess of $192,300 were removed from the indirect pools.

3

ResCare Workforce Services
Career Centers
Notes to the Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Note 1. Organization and Operations

ResCare Workforce Services, ("RWS" or the "Company"), a wholly owned subsidiary of ResCare Inc., is a company that assists thousands of people annually, including welfare recipients, young people and people who have been laid off or have special barriers to employment, to transition into the workforce and become productive employees. The job training and placement operation is based in Louisville, KY, and has locations in 31 states.

Workforce development has been RWS' sole business since 1968, successfully operating a wide range of programs under nine pieces of federal legislation and repeatedly demonstrating expertise in customizing core program components and RWS-developed innovations to meet unique local needs.

RWS matches job seekers with employers. RWS contracts with local, city and state government, workforce development boards, and other non-profits to prepare people for work and then place them in jobs, specifically job seekers who have significant barriers to employment, have lost their job or are just entering the workforce. RWS is a leader in workforce services and, as a result, is one of the largest private providers of workforce services in the U.S. RWS operates government funded career centers. The government funded services include offering information on the local labor market, vocational assessments, career counseling, workshops to prepare people for success in the job market, referrals to occupational skill training for high-demand occupations, job search assistance, job placement and help with job retention and career advancement. In addition to job seekers, these centers serve the business community by providing job matching, screening, referral, and other specialized services for employers.

As of December 31, 2018, ResCare, Inc. was a wholly owned subsidiary of Onex ResCare Holdings Corp. ("Holdings"), which in turn, is owned by the Onex Investors, certain co-investors and members of our management team.

On March 5, 2019, Onex Investors completed an agreement whereby affiliates of investment funds of Kohlberg Kravis Roberts & Co. L.P. in conjunction with Walgreens Boots Alliance Inc. acquired the outstanding stock of Holdings.

Note 2. Basis of Accounting and Description of Accounting Systems

The Company's policy is to prepare its Provisional Indirect Cost Rates Schedule on the basis of accounting practices prescribed by the Federal Acquisition Regulation [48 CFR 31] "Contract Cost Principles and Procedures." As prescribed by FAR Part 31, certain costs were eliminated from the Schedule and classified as unallowable costs. Accordingly, the abovementioned statements are not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States.

ResCare Workforce Services
Career Centers
Notes to the Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

ResCare Workforce Services (RWS) Overhead (OH) Pool

The OH pooled expenses represent the common costs associated with the overall management of the RWS business. The OH pool reflects the costs of management operational activities located in Louisville, KY, as well as the costs of management operational activities in several regional offices. The OH pool includes expense items such as salaries & wages, facilities, supplies & equipment, data processing, and other miscellaneous expenses. The OH pool expenses include allocable general and administrative home office costs from ResCare's corporate operations.

Workforce Innovation and Opportunity Act (WIOA), Final Administrative Cost Rules regarding Indirect Cost Classifications

The US Department of Labor (DOL)/Employment & Training Administration issued a July 22, 2014 final rule addressing WIOA Administrative Costs [20 CFR 683.200]. The WIOA administrative costs rule was very similar to the TANF administrative costs rule especially related to the treatment of cost incurred by contractors, wherein the entire costs of the contracts should assume the nature of the service (program or administrative). The Workforce Investment Act (WIA) preamble to the final rule states in part:

> *"...thus incidental administrative costs incurred by a contractor whose contract's intended purpose is to provide identifiable program services do not have to be identified, broken out from other costs incurred under the contract, and tracked against the administrative cost limitation. Costs incurred under contracts whose intended purpose is administrative have to be charged to the administrative cost category."*

However, the WIOA rule separates One-Stop operators from service contractors and compels One-Stop operator contractors to segregate program and administrative costs. Unlike TANF, WIOA administrative cost rules do not consider all indirect costs to be administrative in nature, as expressed in Section 683.215(c)(3): *"Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost."*

Consequently, within the context of the Provisional Indirect Cost Rates, RWS has provided a further segregation of its cost pools into Administration and Program in accordance with the definition of the costs of administration expressed in the WIOA final rules. This further classification would apply only to the WIOA funding streams of contracts where RWS is the One-Stop Operator. If RWS is not the One-Stop Operator, in accordance with WIOA final rules, all costs are considered program, unless the function and intent of the contract is administration in nature.

ResCare Workforce Services
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Notes to the Provisional Indirect Cost Rates Schedule
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Department of Labor (DOL), Education and Training Administration Salary and Bonus Limitation

On June 15, 2006, Public Law 109-234 was enacted. Section 7013 of the law limits salary and bonus compensation for individuals paid through appropriations under the DOL Employment and Training Administration as either direct or indirect costs to the Federal Executive Level II amount. For any funds appropriated in Fiscal Year 2019, the limitation is $192,300. This limitation was also expressed in DOL guidance 5-06 which was issued on August 15, 2006 in response to the enacting of Public Law 109-234. As a result of this limitation, a separate WIOA rate has been calculated that excludes any portion of compensation in indirect cost pools exceeding the specified threshold.

Accounting records are maintained on an integrated job cost system. Each project is assigned a job number so that detailed costs can be maintained and accumulated. The OH cost pool is allocated to final cost objectives (projects) based on total direct dollars incurred, excluding pass-through expenses.

ResCare Workforce Services
List of Pass-Through Entities (Contracting Organizations)
For the Fiscal Year Ending December 31, 2019

Pass-Through Entities
Arizona Department of Economic Security
Atlanta Regional Workforce Development Board (ARWDB)
Atlantic County Office of Workforce Development
Benton Franklin Workforce Development Council
Berks County Workforce Investment Board
Bluegrass Area Development District
Board of County Commissioners of Franklin County
Bucks County Workforce Investment Board, Inc.
Capital Area Workforce Development Consortium
Capital Region Workforce Partnership
Career Source South Florida
Catawba Regional Council of Governments
Central Midlands COG
Central Oklahoma Workforce lnvestment Area
Central Pennsylvania Workforce Development Corporation
Centralina Workforce Development Cosortium
Charlotte Works
Chicago Cook Workforce Partnership
City & County of Denver: Division of Workforce Development, A Division of the Office of Economic Development and the Denver Workforce Development Board
City of Greensboro: Greensboro High Point Guilford County Workforce Development Consortium
City of Lincoln
City of Los Angeles, Economic and Workforce Development Department (EWDD)
City of New Orleans
City of New York, Department of Social Services/Human Resources Administration
Commonwealth of Pennsylvania, Department of Public Welfare
Concho Valley Workforce Development Board
County of Allegheny, Department of Human Services
County of Los Angeles
County of Meckelenburg, Department of Social Services
County of Orange
County of Riverside
County of San Diego
Dallas County Local Workforce Development Board, Inc.
Delgado Community College Department of Workforce Development
State of Oregon, Department of Human Services
Eastern Indiana Works / ASG

ResCare Workforce Services
List of Pass-Through Entities (Contracting Organizations)
For the Fiscal Year Ending December 31, 2019

Pass-Through Entities
Fresno Regional Workforce Investment Baord
Green River Area Development District
Greenville County
Hamilton County, Department of Job & Family Services
Heartland Workforce Solutions
High Country Council of Governments
Hospitality Training Academy (HTA)
Houston-Galveston Area Council
Hunt Gibbs Boh Metro a Joint Venture
Incite, Inc.
Indianapolis Private Industry Council, Inc.
Lackawanna County
Little Rock Workforce Development Board
Luzerne/Schuylkill Workforce Investment Board, Inc.
Maricopa County
County of Mercer
Monterey County WDB
Montgomery County Dept Job & Family Services
Montgomery County Economic and Workforce Development
Montgomery County, MD, Dept of Health & Human Services
Nebraska Administrative Office of Probation
Nebraska Department of Health and Human Services Division of Children and Family Services
New Orleans Business Alliance
New York City, Human Resources Administration
North Central Texas Council of Governments
Northwest Oregon Works
Northwest Piedmont Workforce Development Board
Northwest Workforce Development Board
NYC Department of Small Business Services
Pacific Mountain Workforce Development
Partner4Work
Pee Dee Regional Council of Governments
Pinal County
Rogue Workforce Partnership
Rural Capital Area Workforce Development Board, Inc.
San Diego Workforce Partnership, Inc.
Santa Barbara County
SC Department of Social Services

ResCare Workforce Services
List of Pass-Through Entities (Contracting Organizations)
For the Fiscal Year Ending December 31, 2019

Pass-Through Entities
SCPA Works South Central Workforce Development Board
South Bay Workforce Investment Board, Inc.
South Central Kentucky Workforce Development Board
South Central Workforce Investment Board
Southwest Workforce Development Board
State of Colorado, Department of Health Care Policy and Financing
State of Hawaii, Department of Human Services
State of Missouri
State of Rhode Island Department of Human Services
State of South Carolina, Department of Social Services
State of Washington, Dept of Social and Health Services
State of Wisconsin, Dept of Children & Families
State of Wisconsin, Department of Health Services
SWGA WorkSource
Tennessee Department of Human Services
The Greater Louisville Workforce Development Board, Inc. d/b/a/ KentuckianaWorks
The Trustees of Fayetteville Technical Community College
Upstate Workforce Investment Board, Spartanburg County
Venango County Commissioners
Westmoreland-Fayette Workforce Investment Board
Williamette Workforce Partnership
Workforce Alliance
WorkForce Central
Workforce Connections, Las Vegas, Nevada
Workforce Development Board of Central Ohio
Workforce Development Council of Snohomish County dba Workforce Snohomish
Workforce Solutions Alamo
Workforce Solutions Brazos Valley Board
Workforce Solutions for North Central Pennsylvania
Workforce Solutions for South Texas
Workforce Solutions North Texas
Workforce Solutions Permian Basin
Workforce Southwest Washington
Yuma Private Industry Council, Inc.

ResCare Workforce Services
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Provisional Indirect Cost Rates
For the Fiscal Year Ending December 31, 2019

RESCARE WORKFORCE SERVICES
PROPRIETARY INFORMATION

This document contains company confidential proprietary information of ResCare Workforce Services. Neither this document nor its contents shall be disclosed outside the recipient organization, nor be duplicated or used in whole or in part within such organization for any purpose other than to evaluate the data set forth therein.

ResCare Workforce Services
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Fiscal Year 2019 Provisional Indirect Cost Rates

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ResCare Workforce Services
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Company Statement of Function and Benefit

ResCare Workforce Services, ("RWS" or the "Company"), a wholly owned subsidiary of ResCare Inc., is a company that assists thousands of people annually, including welfare recipients, young people and people who have been laid off or have special barriers to employment, to transition into the workforce and become productive employees. The job training and placement operation is based in Louisville, KY, and has locations in 31 states.

Workforce development has been RWS' sole business since 1968, successfully operating a wide range of programs under nine pieces of federal legislation and repeatedly demonstrating expertise in customizing core program components and RWS-developed innovations to meet unique local needs.

RWS matches job seekers with employers. RWS contracts with local, city and state government, workforce development boards, and other non-profits to prepare people for work and then place them in jobs, specifically job seekers who have significant barriers to employment, have lost their job or are just entering the workforce. RWS is a leader in workforce services and, as a result, is one of the largest private providers of workforce services in the U.S. RWS operates government funded career centers. The government funded services include offering information on the local labor market, vocational assessments, career counseling, workshops to prepare people for success in the job market, referrals to occupational skill training for high-demand occupations, job search assistance, job placement and help with job retention and career advancement. In addition to job seekers, these centers serve the business community by providing job matching, screening, referral, and other specialized services for employers.

As of December 31, 2018, ResCare, Inc. was a wholly owned subsidiary of Onex ResCare Holdings Corp. ("Holdings"), which in turn, is owned by the Onex Investors, certain co-investors and members of our management team.

On March 5, 2019, Onex Investors completed an agreement whereby affiliates of investment funds of Kohlberg Kravis Roberts & Co. L.P. in conjunction with Walgreens Boots Alliance Inc. acquired the outstanding stock of Holdings.

RWS offers a number of programs and services including:

Welfare Services
Services include intensive assessment, case management, work readiness, life management skills, motivation enhancement, subsidized work experience, occupational skills training, job development, job search assistance, job placement, job retention and career advancement. The emphasis is on work: obtaining, retaining and advancing in a job with a good future.

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Youth Services
All RWS youth programs incorporate the required 14 program elements for youth specified in the Workforce Innovation and Opportunity Act (WIOA), as well as assessment, counseling and case management. Out-of-school programs also include work readiness, life skills, work experience, skills training, job placement, job retention and career advancement. In-school programs focus on drop-out prevention, academic enrichment, work-based learning, career exploration, job shadowing, internships and work experience.

Adult Services
RWS offers one-stop services to dislocated workers and disadvantaged adults with multiple barriers to employment. These include the full gamut of core, intensive and training services. Training services are available in both the classroom and on the job. On-the-job training (OJT) involves employers who hire and then train RWS participants. Employers are reimbursed for the costs of training with the understanding that participants who successfully complete training will be retained in long-term employment.

RWS is currently performing several state and local government contracts principally funded by the US Department of Health and Human Services, the US Department of Labor and the US Department of Agriculture. As a function of these contracts, an indirect cost rate is required to support the distribution of indirect costs to these federally funded contracts.

Company Cost Accumulation Policies

Salaries and Wages
Direct: The majority of RWS'employees direct charge their salary costs to contracts since their work is specifically identifiable to specific cost objectives. The charges are supported by auditable time records which reflect the actual activities of employees.

Indirect: Divisional and regional managerial staff departments charge the majority of their salary costs indirectly to an administrative department for further allocation to specific contracts.

Direct and Indirect: The distinction between direct and indirect is based primarily on the function of the employee or duties of the position. For example, when personnel are performing functions that are necessary and beneficial to the overall operations of the division or region, the labor costs are treated as indirect. When functions are specific to one project or contract, the costs are treated as direct because the effort can be identified with a single cost objective.

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Auditable time records which reflect the actual activities of employees are maintained to support the mix of direct/indirect charges. The time records are certified by each employee's supervisor.

Release time costs (vacation leave earned, sick leave used, and holiday pay) are considered part of salary costs. RWS' accounting system records release time as a direct or indirect cost in the same manner that salary costs are recorded.

Fringe Benefits
RWS contributes to the following fringe benefits for its employees: unemployment insurance, workers' compensation, F.I.C.A., medical insurance, life insurance, short and long-term disability insurance, educational assistance and a §401(k) feature. RWS also has a paid time off (PTO) policy and makes medical and dependent care reimbursement programs available under its benefit plan umbrella.

Travel
Travel costs are charged as a direct cost or an indirect cost depending upon the predominant purpose of the trip. Costs incurred for travel are supported by auditable travel vouchers.

Supplies and Materials
To the maximum extent possible, office supplies and materials are direct charged to the contract/grant which uses the supplies or materials. Supplies and materials of a general nature and those which can not be directly charged to specific cost objectives are allocated to contracts through indirect costs pools.

Occupancy Expenses
Building and improvement depreciation, maintenance, utility and rental costs are direct costs or indirect costs depending upon the predominant purpose or usage of the costs.

Communications
The cost of telephone services are charged either directly to contracts or indirectly based upon whether a direct or indirect activity benefits from the transmission.

Printing
Printing expenses are charged to the benefiting activity.

Outside Services
RWS incurs outside service costs for its annual audit, legal fees, and for staff development specialists and consultants. In general, accounting, legal, consultant and other service fees are charged directly to the benefiting division or activity. Service fees that are not identifiable to specific direct programs are charged indirectly.

ResCare Workforce Services
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Capital Items
Capital expenditures are charged directly to projects or contracts (and immediately expensed) when authorized. The acquisition cost of capital items assigned to indirect accounts is recovered through depreciation expense.

Depreciation/Amortization Costs
The cost of capital items which are used in a manner which benefits Federal programs is recovered through depreciation. RWS recovers the cost of capital items using the straight line depreciation method over the estimated useful life of the asset in accordance with generally accepted accounting principles. Depreciation charges are allocated based on the department and/or individual user of the capital item. The cost of intangible assets which benefits federal programs is recovered through amortization. RWS recovers the cost of the intangible assets over the estimated asset's useful life of the asset in accordance with generally accepted accounting principles. Amortization costs are allocated on the same basis as depreciation.

Unallowable Costs
RWS recognizes that the following costs are unallowable charges to Federal awards and has internal controls in place to ensure that such costs are not charged to Federal awards:

- Lobbying costs,
- Advertising costs (other than for recruitment of staff or for the disposal of property),
- Contributions and donations,
- Bad debts,
- Contingencies,
- Alcohol,
- Entertainment costs,
- Goodwill,
- Fines and penalties, and
- Defense of fraud and other unallowable proceedings.

RWS also recognizes cost limitations on certain types of compensation, travel, relocation, membership dues and employee awards.

Descriptions of Indirect Pools & Allocation Methods

ResCare Workforce Services (RWS) Combined Overhead (OH) Pool
The OH pooled expenses represent the common costs associated with the overall management of the RWS business. The OH pool reflects the costs of management operational activities located in Louisville, KY, as well as the costs of management operational activities in several regional offices. The OH pool includes expense items such as salaries & wages, facilities, supplies & equipment, data processing, and other miscellaneous expenses. The OH pool expenses include allocable general and administrative home office costs from ResCare's corporate operations.

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The OH pool conforms to the allowable "Cost Principles" prescribed by the Federal Acquisition Regulations (FAR) Part 31. The OH pool expenses are allocated to final cost objectives based on total direct project (contract) dollars incurred.

Cost Accounting Practices and Cost Classification Determination

Cost Accounting Practices
RWS is a commercial organization which performs federally funded state and local government contracts. As a commercial organization RWS has adopted cost accounting policies and practices that continually remain consistent with the Federal Acquisition Regulation (FAR) Part 31 cost principles and certain requirements of the Cost Accounting Standards as promulgated by the Cost Accounting Standards Board.

As described in a previous section, RWS accumulates indirect costs by logical cost groupings aligned with its functional and geographical activities. Consistent with the accounting hierarchy of U.S. GAAP, FAR and CAS, these indirect cost pools have traditionally been recognized as a grouping of homogeneous activities allocated to cost objectives in reasonable proportion to the beneficial or causal relationship of the pooled costs to cost objectives.

Cost Classification Determination
In regard to the classification of costs, most indirect expenses are deemed to be "directly associated costs" of the direct cost activity. FAR 31.001 states: *"Directly associated cost means any cost which is generated solely as a result of the incurrence of another cost, and which would not have been incurred had the other cost not been incurred."*

Furthermore, FAR 31.203 "Indirect Costs" stipulates that:

> *"Once an appropriate base for distributing indirect costs has been accepted, it shall not be fragmented by removing individual elements. All items properly includable in an indirect cost base should bear a pro rata share of indirect costs irrespective of their acceptance as Government contract costs. For example, when a cost input base is used for the distribution of G&A costs, all items that would properly be part of the cost input base, whether allowable or unallowable, shall be included in the base and bear their pro rata share of G&A costs." (underscoring added)*

This FAR rule is generally interpreted to mean that the (indirect) portion of costs corresponding to the (direct) unallowable portion of the base becomes itself unallowable. This rule would also extend to all other classification of costs. For example, direct training costs will receive its allocable share of overhead and G&A costs and those indirect costs become themselves training costs.

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Fiscal Year 2019 Provisional Indirect Cost Rates

Consistent with the FAR classification rule, RWS has continually recognized that allocable indirect costs will follow the associated cost classification within the cost objective and thus assume the nature (classification) of that final cost objective.

Temporary Assistance for Needy Families (TANF) Final Administrative Cost Rules regarding Indirect Costs Classifications

The US Dept. of Health & Human Services (DHHS)/Administration for Children and Families issued an April 12, 1999 final rule addressing TANF Administrative Costs [45 CFR Part 263]. The final rule defines administrative costs and states, in part:

> *"The term administrative costs means costs necessary for the proper administration of the TANF program ... (1) It excludes direct costs of providing program services ... It also excludes costs for contracts devoted entirely to such activities. (2) It includes costs for general administration and coordination of these programs, including contract costs and all indirect (or overhead) costs."*

Although concluding that all indirect costs were considered administrative in nature, DHHS expounded on the issue of administrative costs related to 'Costs Incurred by Contractors' within the preamble to the final rule stating:

> *"We have decided that States (or subrecipients) should be able to determine the administrative costs associated with contracts and subcontracts based on the function or nature of the contract ... We believe that, once a particular function is determined to be either administrative or programmatic, that characterization does not vary based on the nature or identity of the service provider. Therefore, if a contract is for a singular administrative or programmatic service, the final rules would treat the entire contract price as an administrative or programmatic cost, respectively. A State (or subrecipient) would not need to further itemize the contract costs or consider the individual cost components used to support the contract price."*

Consistent with the TANF and FAR classification rules, RWS has continually recognized their service contracts to be programmatic in nature and thus consider all allocable and allowable indirect costs to TANF funded contracts assume the nature (classification) of that final cost objective (program related).

Workforce Innovation and Opportunity Act (WIOA), Final Administrative Cost Rules regarding Indirect Cost Classifications

The US Department of Labor (DOL)/Employment & Training Administration issued a July 22, 2014 final rule addressing WIOA Administrative Costs [20 CFR 683.200]. The

ResCare Workforce Services
Career Centers
Fiscal Year 2019 Provisional Indirect Cost Rates

WIOA administrative costs rule was very similar to the TANF administrative costs rule especially related to the treatment of cost incurred by contractors, wherein the entire costs of the contracts should assume the nature of the service (program or administrative). The WIA preamble to the final rule states in part:

> *"…thus incidental administrative costs incurred by a contractor whose contract's intended purpose is to provide identifiable program services do not have to be identified, broken out from other costs incurred under the contract, and tracked against the administrative cost limitation. Costs incurred under contracts whose intended purpose is administrative have to be charged to the administrative cost category."*

However, the WIOA rule separates One-Stop operators from service contractors and compels One-Stop operator contractors to segregate program and administrative costs. Unlike TANF, WIOA administrative cost rules do not consider all indirect costs to be administrative in nature, as expressed in Section 683.215(c)(3): *"Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost."*

Consequently, within the context of the Provisional Indirect Cost Rates, RWS has provided a further segregation of its cost pools into Administration and Program in accordance with the definition of the costs of administration expressed in the WIOA final rules. This further classification would apply only to the WIOA funding streams of contracts where RWS is the One-Stop Operator. If RWS is not the One-Stop Operator, in accordance with WIOA final rules, all costs are considered program, unless the function and intent of the contract is administration in nature.

Furthermore, in accordance with Section 683.205(a)(4), administrative costs borne by other sources of funds are not included in the administrative cost limit calculation. Since RWS' indirect cost pool supports multiple funds, RWS first determines what portion of the indirect cost base benefits each fund for equitable distribution among all. Once the WIOA funds are isolated, RWS reviews each staff position and their role in supporting WIOA funds. For those individuals who provide indirect support to projects where RWS is deemed the One Stop Operator, RWS reviews the functions that would be classified as "administrative" per CFR 683.215(b). If the functions are defined as administrative, RWS identifies a portion of the individual salary as "administrative" under WIOA. Using the methodology provided in the One-Stop Comprehensive Financial Management Technical Assistance Guide Part II Updated July, 2011 on page II-5-6, RWS determines the Administrative/Program split to be 12.50% and have applied this to all remaining costs in the indirect pool.

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Fiscal Year 2019 Provisional Indirect Cost Rates

Department of Labor (DOL), Education and Training Administration Salary and Bonus Limitation

On June 15, 2006, Public Law 109-234 was enacted. Section 7013 of the law limits salary and bonus compensation for individuals paid through appropriations under the DOL, Employment and Training Administration as either direct or indirect costs to the Federal Executive Level II amount. Any funds appropriated in Fiscal Year 2019, the limitation is $192,300. This limitation was also expressed in DOL guidance 5-06 which was issued on August 15, 2006 in response to the enacting of Public Law 109-234. As a result of this limitation, a separate WIOA rate has been calculated that excludes any portion of compensation in indirect cost pools exceeding the specified threshold.

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule A

Description	Total Amount	Program Support*	Administrative Support*	Reference
ResCare Workforce Services (RWS) Overhead Pool	$ 18,594,906	N/A	N/A	Sch. B
Base	$ 179,002,744	N/A	N/A	Sch. C
Combined RWS Overhead Rate	10.39%			
WIOA Programs Only:				Note 1
ResCare Workforce Services (RWS) Overhead Pool	$ 18,482,048	$ 16,171,459	$ 2,310,590	Sch. B
Base	$ 179,002,744	$ 179,002,744	$ 179,002,744	Sch. C
Combined RWS Overhead Rate - WIOA Only	10.33%	9.03%	1.30%	

** Administrative & Program Classifications only required for WIOA Programs.*

Note 1 - In accordance with DOL guidance letter 5-06, the executive salaries in excess of $192,300 were removed from the indirect pools.

ResCare Workforce Services Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule B
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RWS Administration Overhead Pool

Description	RWS OH Expenses	Voluntary Eliminations	Net Expenses	Program Classification	Administrative Classification	Notes/Reference
Wage Expenses						
Regular Base Pay Wages	$ 3,929,277	$ -	$ 3,929,277	$ 3,438,046	$ 491,231	Actual Admin Salaries = 12.50%
Incentive Bonus Wages	432,227	-	432,227	378,191	54,036	12.50% Admin
Subtotal	$ 4,361,504	$ -	$ 4,361,504	$ 3,816,237	$ 545,267	
Taxes						
FICA	$ 365,156	$ -	$ 365,156	$ 319,505	$ 45,651	12.50% Admin
Federal Unemployment	15,212	-	15,212	13,310	1,902	12.50% Admin
State Unemployment	46,744	-	46,744	40,900	5,844	12.50% Admin
Subtotal	$ 427,112	$ -	$ 427,112	$ 373,715	$ 53,397	
Employee Benefits						
Medical/Hospital Insurance	$ 188,029	$ -	$ 188,029	$ 164,522	$ 23,507	12.50% Admin
Life Ins. AD&D	3,982	-	3,982	3,484	498	12.50% Admin
LTD/LOT	11,182	-	11,182	9,784	1,398	12.50% Admin
Workers Compensation	151,780	-	151,780	132,805	18,975	12.50% Admin
Other Benefits	(87,659)	-	(87,659)	(76,700)	(10,959)	12.50% Admin
Subtotal	$ 267,314	$ -	$ 267,314	$ 233,895	$ 33,419	
Travel & Entertainment						
Travel Lodging	$ 1,128,500	$ 203,130	$ 925,370	$ 809,682	$ 115,688	12.50% Admin
Employee Mileage	12,000	-	12,000	10,500	1,500	12.50% Admin
Subtotal	$ 1,140,500	$ 203,130	$ 937,370	$ 820,182	$ 117,188	
Depreciation						
Equipment Depreciation	$ 9,510	$ -	$ 9,510	$ 8,321	$ 1,189	12.50% Admin
Furniture and Fixtures	634	-	634	555	79	12.50% Admin
Subtotal	$ 10,144	$ -	$ 10,144	$ 8,876	$ 1,268	
Maintenance & Repairs						
Buildings M&R	$ 106,000	$ -	$ 106,000	$ 92,748	$ 13,252	12.50% Admin
Subtotal	$ 106,000	$ -	$ 106,000	$ 92,748	$ 13,252	
Utilities						
Electric	$ 2,400	$ -	$ 2,400	$ 2,100	$ 300	12.50% Admin
Subtotal	$ 2,400	$ -	$ 2,400	$ 2,100	$ 300	
Insurance						
Fleet Insurance	$ -	$ -	$ -	$ -	$ -	12.50% Admin
Property Insurance	5,444	-	5,444	4,763	681	12.50% Admin
Subtotal	$ 5,444	$ -	$ 5,444	$ 4,763	$ 681	
Communications						
Telephone	$ 58,080	$ -	$ 58,080	$ 50,819	$ 7,261	12.50% Admin
Subtotal	$ 58,080	$ -	$ 58,080	$ 50,819	$ 7,261	
Rent and Lease						
Land and building	$ 64,815	$ -	$ 64,815	$ 56,712	$ 8,103	12.50% Admin
Mach & Equipment Rent/Lease - Long	7,452	-	7,452	6,520	932	12.50% Admin
Subtotal	$ 72,267	$ -	$ 72,267	$ 63,232	$ 9,035	
Public Relations						
Advertising - Help Wanted	$ 74,000	$ -	$ 74,000	$ 64,749	$ 9,251	12.50% Admin
Subtotal	$ 74,000	$ -	$ 74,000	$ 64,749	$ 9,251	
Supplies						
Other	$ 12,000	-	12,000	10,500	1,500	12.50% Admin
Subtotal	$ 12,000	$ -	$ 12,000	$ 10,500	$ 1,500	
Taxes & Licenses						
State Income Taxes	$ 319,000	$ -	$ 319,000	$ 279,119	$ 39,881	12.50% Admin
Real Property Taxes	77,000	-	77,000	67,374	9,626	12.50% Admin
Subtotal	$ 396,000	$ -	$ 396,000	$ 346,493	$ 49,507	
Professional services						
Payroll services	$ 43,120	$ -	$ 43,120	$ 37,729	$ 5,391	12.50% Admin
Consultants	1,184,800	-	1,184,800	1,036,679	148,121	12.50% Admin
Subtotal	$ 1,227,920	$ -	$ 1,227,920	$ 1,074,408	$ 153,512	
Services Other						
Serv Other Misc	$ 727,581	$ 109,137	$ 618,444	$ 541,127	$ 77,317	12.50% Admin
Subtotal	$ 727,581	$ 109,137	$ 618,444	$ 541,127	$ 77,317	

ResCare Workforce Service Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule B
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RWS Administration Overhead Pool

Description	RWS OH Expenses	Voluntary Eliminations	Net Expenses	Program Classification	Administrative Classification	Notes/Reference
Amortization	$ 383,500	$ 383,500	$ -	$ -	$ -	12.50% Admin
Allocations						
Corp G&A Home Ofc Allocation	$ 10,018,907	$ -	$ 10,018,907	$ 8,766,362	$ 1,252,544	12.50% Admin
Subtotal	$ 10,018,907	$ -	$ 10,018,907	$ 8,766,362	$ 1,252,544	
Total Expenses	$ 19,290,673	$ 695,767	$ 18,594,906	$ 16,270,207	$ 2,324,699	
DOL Salary Cap Disallowance	$ -	$ 112,857	$ (112,857)	$ (98,748)	$ (14,109)	Per DOL - WIOA programs only
Total Adjusted Expenses For WIOA only	$ 19,290,673	$ 808,624	$ 18,482,048	$ 16,171,459	$ 2,310,590	

ResCare Workforce Service Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule C
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Schedule of Direct Project Costs

Description	Overhead Base	Ref
RWS ARBE NEW YORK ADMI	$ 324	
RWS DOUGLAS NEW BUSINE	19,846,960	
RWS TX PERM BASIN ONE STP	1,543,324	
RWS PA LUZERNE COUNTY YTH	793,490	
RWS IN INDIANAPOLIS WORK1	1,090,222	
RWS SC TANF JUMP REG2	989	
RWS OK S CNTRL WIB	588,687	
RWS CA RIVERSIDE MORENO VALLEY	607,233	
RWS CA RIVERSIDE PERRIS YOUTH	610,148	
RWS CA RIVERSIDE INDIO YOUTH	609,424	
RWS CO ARG CO DISAB LOC	894,243	
RWS ACTION REVIEW GROUP	1,409,099	
RWS PA SCPA CO TEEN WRKS OSY/ISY	473,151	
RWS TX DALLAS YOUTH	860,243	
RWS TX DALLAS WRKFCE SOL 1STP	7,892,919	
RWS SC SPART SC WORKS UPSTATE	1,011,926	
RWS AR LITTLE ROCK WORKFRCE	397,407	
RWS HI HAWAII CHILDCARE	2,195,275	
RWS MD MNTGMRY EMPLY SVCS	1,114,444	
RWS SC TANF JUMP REGION 1	963	
RWS SC TANF JUMMP REGION 4	767	
RWS PA BUCKS COUNTY YOUTH	481,343	
RWS CA SAN DIEGO SOUTH CR CTRS	305	
RWS CA OCEANSIDE SAN DIEGO N CAREER CTRS	(305)	
RWS TX CONCHO VALLEY 1STOP	1,418,611	
RWS NC MECK WFB YOUTH	376	
RWS NC MECK TANF CM SRVCS	(661)	
RWS OH DAYTON SWOP	52,037	
RWS NJ MERCER CO TANF	120,609	
RWS NJ DOL/WKFRC MERCER TANF	23,456	
RWS PA BERKS COUNTY	535,942	
RWS PA WESTMRLD FAYETTE	167,201	
RWS PA TRWIB	170,982	
RWS FL HIALEAH GRDNS REFUGEE	109,575	
RWS WI FSET REGION 3	673,730	
RWS CA FRESNO WIB YTH SRVCS	837,979	
RWS OH FRANKLIN CNTY	2,513,472	
RWS CA CANOGA PK WRKSRCE	597,596	
RWS CA SAN DIEGO CALWORKS	4,194,664	
RWS PA LANCASTER TEEN PREGNANCY	244	
RWS PA LANCASTER TEEN WORKS	990	
RWS TX RURAL CAP WF ONESTP	3,354,045	
RWS CA ORNGE CNTY JS & ES TANF	9,008,266	
RWS SC PEE DEE WIA DW	114	
RWS SC CATAWBA 1STP OPER AD	369,189	
RWS SC CATAWBA 1STP OPER DW	283,393	
RWS WA VANCVR COWLITZ/WHKKM RP	153,190	
RWS SC PEE DEE WIA AD	(114)	
RWS PA BERKS CO SMMR YOUTH	438,547	
RWS TX NORTH TX ONE STOP	1,423,103	
RWS WA VANCVR CLARK CNTY	530,168	
RWS VA HENRICO CAP AREA	686,906	
RWS PA PITTSBURG SUMMER YTH	55,900	
RWS LA NOLA ADULT AND YTH	2,084,741	
RWS OH DAYTON YOUTH	101,378	
RWS WA TACOMA CAREER CONNECT	72,687	
RWS WI W-2 SOUTHEAST	3,250,737	
RWS NY NYC B2W	153	
RWS NY NYC JOBS PLUS	843,865	
RWS NC RALEIGH CAPITAL AREA	2,235,121	
RWS NC CENTRALINA	2,451,242	
RWS SC CATAWBA OSY	298,030	
RWS PA MONTGOMERY COUNTY	54	
RWS KY KW LOUISVILLE	1,931,156	

ResCare Workforce Services Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule C
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Schedule of Direct Project Costs

Description	Overhead Base	Ref
RWS NY NYC HUNTS POINT ONE STOP	743,211	
RWS WI FSET REGION 1	2,011,417	
RWS OH HAMILTON YOUTH	372,667	
RWS OR SALEM WIA	1,190,479	
RWS NJ MERCER CO TANF JOB SRCH	21,358	
RWS NE NEBRASKA PROBATION	357,487	
RWS NC GUILFORD- GREENSBORO	983,503	
RWS PA MNTGMRY CO NORRISTWN	83,400	
RWS WI FSET REGION 2	8,487,188	
RWS CA READY TO WORK	(135)	
RWS CA CANOGA PARK TSE	10,000	
RWS WA TACOMA YOUTH	647,728	
RWS AR LITTLE ROCK YOUTHBUILD	229,039	
RWS FL HIALEAH CITY ONE STOP 1ST AVE	404,803	
RWS NY NYC BRONX ONE STOP	3,538,671	
RWS AR LITTLE ROCK PROMISE GRANT	179	
RWS OR MEDFORD ONE STOP	1,220,178	
RWS NV NEVADA ONE STOP	1,202,094	
RWS OR MEDFORD TANF	1,042,099	
RWS TX NORTH CENTRAL TX CHILD CARE	2,651,844	
RWS CA NELA BOYLE HEIGHTS	536,648	
RWS OR MEDFORD TANF OFSET	217	
RWS TX N CENTRAL TX ONE STOP SERVICES	5,559,324	
RWS CA FRESNO YOUTH OFFENDER	140,459	
RWS NE NEBRASKA TANF	8,023,145	
RWS PA SO CENT PA TANF SUMMARY YOUTH	12	
RWS WA SNOHOMISH - WIOA YOUTH	345,874	
RWS TX PERM BASIN CHILD CARE	821,698	
RWS MO SOUTH CENTRAL	257,838	
RWS WA VANCVR CAREER LINK	(28)	
RWS PA CENTRAL PA YOUTH	102	
RWS AZ MARICOPA YOUTH	544,568	
RWS NE HEARTLAND ONE STOP	1,507,546	
RWS MO MISSOURI TANF REG 1 4 & 8	1,396,772	
RWS CO DENVER	1,864,582	
RWS WA PAC MOUNTAIN YOUTH	599,021	
RWS OR NORTHWEST OREGON	804,738	
RWS KY KENTUCKY BLUEGRASS	1,907,760	
RWS IL CHICAGO CAREER CENTERS A	653,265	
RWS NY BRONX WF1 VETERANS	141	
RWS IL CHICAGO COOK COUNTY AARP	70	
RWS IL CHICAGO COOK COUNTY CHA	35,534	
RWS IL CHICAGO COOK COUNTY HEALTHCARE A	450,998	
RWS WA PIERCE COUNTY BUSINESS SERVICES	886,861	
RWS WA PIERCE CNTY YOUTHWORKS	(44)	
RWS GA SW GEORGIA WIOA	1,208,656	
RWS IN INDY WRK1 RESEA	628,903	
RWS NC CHARLOTTE WORKS	2,012,488	
RWS WA VANCOUVER LEAP	(84)	
RWS WA VANCOUVER BUSINESS SOLUTIONS	88,923	
RWS NV BOULDER CITY/LAUGHLIN YTH	111,498	
RWS WA TACOMA AAI	(220)	
RWS OH MONTGOMERY TANF	134,235	
RWS PA LACKAWANNA YOUTH	373,487	
RWS SC MIDLANDS ONE STOP	1,739	
RWS ARIZONA SDA2	2,374,697	
RWS NY YOUTH PATHWAYS - BRONX	1,091,429	
RWS LAS VEGAS YOUTH	429,475	
RWS NV BOULDER CITY/LAUGHLIN ADW	103,077	
RWS NY YOUTH PATHWAYS - BROOKLYN	1,054,377	
RWS NC HIGH COUNTRY ONE STOP	284,259	
RWS OH FRANKLIN ONE STOP	1,296,913	
RWS GA ATLANTA REGION YOUTH	172,792	
RWS GA ATLANTA REGION AD/DW	1,027,097	

ResCare Workforce Services Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule C
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Schedule of Direct Project Costs

Description	Overhead Base	Ref
RWS PA MNTGMRY CO TANF SUMMER YTH	86,754	
RWS-AZ YUMA ONE STOP	1,006,932	
RWS NW PA ONE STOP OPERATOR	1,751,952	
RWS NW PA ONE STOP	1,935,878	
RWS AZ PINAL COUNTY ONE STOP	770,445	
RWS OR NW OREGON TANF	210,169	
RWS WA RAPID RESPONSE IEI	(39)	
RWS CA RIVERSIDE ONE STOP	84,729	
RWS WA VANCOUVER IWT	(21)	
RWS NM LAS CRUCES ONE STOP SERVICES	1,012,367	
RWS WA VANCOUVER YOUTH	(52)	
RWS LITTLE ROCK OUR HOUSE INC	159,389	
RWS OR SALEM RETHINKING	155	
RWS NE LINCOLN ONE STOP ADULT	601,358	
RWS KY OSO LOUISVILLE CEDAR	140,835	
RWS NM SOUTHWEST OPERATOR	114,579	
RWS VA HENRICO CAP AREA ONE STOP OPERATION	188,075	
RWS WA TACOMA RISE	101	
RWS TX HOUSTON - GULF COAST CAREER SERVICES	5,210,865	
RWS IN INDY WORKONE TAA RR	200,901	
RWS WA VANCOUVER NW PROMISE	183,847	
RWS NE LINCOLN WIOA YOUTH SERVICES	702	
RWS AR LITTLE ROCK RE-ENTRY GRANT	184,468	
RWS SC TANF STARS	2,772,211	
RWS TN TENN FAMILY FIRST REG 3 & 4	1,322,385	
RWS WA PAC MOUNTAIN UPLIFT	37,316	
RWS AR LITTLE ROCK	20,440	
RWS PA TRWIB TANF YOUTH	51,408	
RWS WA PAC MOUNTAIN DISPLACED WORKER	41,656	
RWS IN INDY WRK1 EMPLOYUP	157	
RWS SC CATAWBA 17IWT09	7,252	
RWS KY OWENSBORO GREEN RIVER	315,562	
RWS WA VANCOUVER RAPID RESPONSE IEI 2	27,426	
RWS PA MONTGOMERY CO TANF	(27)	
RWS RI RHODE ISLAND TANF	1,512,647	
RWS LA NEW ORLEANS STRIVE	132,070	
RWS CA MONTEREY COUNTY ONE STOP	82,153	
RWS WA CAREER CONNECTED LEARNING	72,878	
RWS VA HENRICO CAP AREA WIF	103,756	
RWS IN WORKONE REGION 6 WIOA	1,430,344	
RWS WA VANCOUVER CAREER CONNECT	72,968	
RWS CT NEW HAVEN COUNTY ONE STOP	2,458,852	
RWS PA NORTH CENTRAL ONE STOP	1,436,730	
RWS WA VANCOUVER NEXT YOUTH	148,476	
RWS NJ ATLANTIC COUNTY TANF	346,815	
RWS NJ MERCER COUNTY TANF YOUTH	21,195	
RWS NM YOUTH CAREER ACADEMY	84	
RWS GA FULTON COUNTY WIOA	877,900	
RWS WA BENTON-FRANKLIN DW	397,028	
RWS NV MESQUITE YTH	109,068	
RWS NV MESQUITE ADW	103,014	
RWS TX BRAZOS VALLEY ONE STOP	1,482,056	
RWS OR NW OREGON HIGH CONCENTRATION YOUTH	15,019	
RWS OR NW OREGON INDUSTRY ENGAGEMENT AD/DW	28,837	
RWS SC MIDLANDS - OPERATOR	15,974	
RWS SC MIDLANDS - YOUTH	297,949	
RWS SC MIDLANDS - DW	544,090	
RWS SC MIDLANDS - ADULT	277,077	
RWS SC SPARTANBURG - WORKFORCE INNOVATION GR	46,732	
RWS FL NORTH MIAMI BEACH	597,516	
RWS FL NORTHSIDE ONE STOP	612,033	
Total	$ 179,002,744	

ResCare Workforce Services Private Data

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Board.

RWS does not have alternate language to propose.

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: 829285894

Parent Entity DUNS Number*: 070226105

Tax Identification (ID) Number: 46-0508470

Parent Entity Tax ID Number*: 61-0875371

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: Arbor E&T, LLC dba ResCare Workforce Services

Subcontractor's Physical Address: 805 North Whittington Parkway

City: Louisville

State: KY

Zip+4: 40222-7101

Congressional District: Kentucky's 3rd Congressional District

Subcontractor's Primary Performance Location:

Address: 226 S. Alameda

City: Las Cruces

State: NM

Zip+4: 88001-1200

Congressional District: New Mexico's 2nd Congressional District

Part II.

Executive Compensation

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

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

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

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

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

Name and Compensation

1. -- $ --

2. -- $ --

3. -- $ --

4. -- $ --

5. -- $ --

Subcontractor Contact Information (person completing form):

Mark Douglass	President	6/3/2020
Type Name	Title	Date

Entity Email Address: Mark.Douglass@rescare.com

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete and sign the Appendix C, Campaign Contribution Form – whether any applicable contribution has been made or not. This form must be submitted with the proposal whether an applicable contribution has been made or not.

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

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

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

The following definitions apply:

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

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

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

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

_____ 6/3/2020
Signature Date

BUDGET AND STAFFING PLAN

Specific to this geographic area, respond to the following:

(a) Offerors must submit a Cost Response Form using Tab 1 of the Excel spreadsheet provided – Budget that sets forth the proposed budget expenditures.

(b) Using Tab 2 of the Excel spreadsheet, offerors must also provide a staffing plan showing each position's wage rate, hours per year, and percent of time to be worked under the WIOA Adult and Dislocated Worker program.

(c) The funding level for this procurement is a total of $2,600,000.00 for the first program year; $1,100,000.00 in Adult funds; and $1,500,000.00 in Dislocated Worker funds. Funding must not exceed the amount in the sub-recipient profit performance incentive schedule and will be paid 30 days after the contract close-out is accepted. The profit amount must be included in the in the Miscellaneous section of the budget and is a part of the total funding amount.

(d) Offerors are required to enter in a Memorandum of Understanding, and an Infrastructure Funding Agreements for each New Mexico Workforce Connection Centers in Southwestern New Mexico.

(e) Program staff must be assigned to the each of the workforce centers listed in the following section.

(f) Office space is available at each of the following workforce center locations. The cost includes telephone, copier, and utilities. Offerors may budget for a separate office location for their administrative and fiscal staff. In accordance with WIOA, an Infrastructure Funding Agreement must be completed for each worksite location.

- *One cubicle is available at the Deming Workforce Center at estimated cost of $7,000 per year combined.*
- *One office is available at the Las Cruces Workforce Center at estimated cost of $4,000 per year.*
- *One office is available at the Silver City Workforce Center at estimated cost of $4,000 per year.*
- *One office is available at the Socorro office at an estimated cost of $5,000 per year.*
- *One office is available at the Sunland Park Workforce Center at an estimated cost of $9,500 per year.*
- *One office is available at the Truth or Consequences office at an estimated cost of $4,800 per year.*
- *Six workstations and a conference room are available for administrative staff and/or other program staff at the Loretto Towne Center located at 500 S. Main St. Ste.150 in Las Cruces, NM at an estimated cost of $42,000 per year.*

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BUDGET INFORMATION SUMMARY

Entity Name Arbor E&T, LLC dba ResCare Workforce Services
WIOA Adult & Dislocated Worker Projected Operations & Participant Training Expenditures
For PY20

					Projected Expenditures											
Program	**Budget**	**YTD Expenditures**	**Balance**	**YTD Percent**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**
Adult Operating	$ 465,512	$ 465,512	$ -	100%	$ 46,620	$ 48,816	$ 40,481	$ 40,910	$ 30,973	$ 32,217	$ 37,462	$ 38,229	$ 39,089	$ 41,485	$ 32,117	$ 37,113
Adult Participant Training	$ 634,488	$ 634,488	$ -	100%	$ 4,535	$ 36,698	$ 64,306	$ 45,945	$ 86,727	$ 100,913	$ 53,512	$ 76,639	$ 51,516	$ 37,865	$ 34,986	$ 40,846
Total Adult Training	**$ 1,100,000**	**$ 1,100,000**	**$ -**	**100%**	**$ 51,155**	**$ 85,514**	**$ 104,787**	**$ 86,855**	**$ 117,700**	**$ 133,130**	**$ 90,974**	**$ 114,868**	**$ 90,605**	**$ 79,350**	**$ 67,103**	**$ 77,959**
Dislocated Worker Operating	$ 634,788	$ 634,788	$ -	100%	$ 45,946	$ 48,773	$ 38,651	$ 60,314	$ 51,967	$ 55,889	$ 56,524	$ 55,354	$ 55,046	$ 52,679	$ 55,071	$ 58,574
Dislocated Worker Participant Training	$ 865,212	$ 865,212	$ -	100%	$ 6,771	$ 98,632	$ 82,619	$ 83,820	$ 63,946	$ 66,434	$ 76,924	$ 78,458	$ 80,178	$ 84,970	$ 66,234	$ 76,226
Total Dislocated Worker	**$ 1,500,000**	**$ 1,500,000**	**$ -**	**100%**	**$ 52,717**	**$ 147,405**	**$ 121,270**	**$ 144,134**	**$ 115,913**	**$ 122,323**	**$ 133,448**	**$ 133,812**	**$ 135,224**	**$ 137,649**	**$ 121,305**	**$ 134,800**
Total Adult & DW	**$ 2,600,000**	**$ 2,600,000**	**$ -**	**100%**	**$ 103,872**	**$ 232,919**	**$ 226,057**	**$ 230,989**	**$ 233,613**	**$ 255,453**	**$ 224,422**	**$ 248,680**	**$ 225,829**	**$ 216,999**	**$ 188,408**	**$ 212,759**

Entity Name Arbor E&T, LLC dba ResCare
Workforce Services
WIOA Adult & Dislocated Worker Projected Participant Training Obligations
For PY20

					Projected Obligations											
Program	**Budget**	**YTD Obligations**	**Balance**	**YTD Percent**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**
Adult Participant Training	$ 634,488	$ 634,488	$ -	100%	$ 216,698	$ 49,127	$ 41,932	$ 120,381	$ 18,665	$ 47,754	$ 20,273	$ 27,872	$ 35,126	$ 16,727	$ 14,824	$ 25,109
Dislocated Worker Participant Training	$ 865,212	$ 865,212	$ -	100%	$ 30,805	$ 45,973	$ 61,396	$ 78,468	$ 41,261	$ 95,715	$ 120,995	$ 71,843	$ 152,723	$ 67,279	$ 51,207	$ 47,547
Total Adult & DW	**$ 1,499,700**	**$ 1,499,700**	**$ -**	**200%**	**$ 247,503**	**$ 95,100**	**$ 103,328**	**$ 198,849**	**$ 59,926**	**$ 143,469**	**$ 141,268**	**$ 99,715**	**$ 187,849**	**$ 84,006**	**$ 66,031**	**$ 72,656**

Entity Name Arbor E&T, LLC dba ResCare
Workforce Services
WIOA Adult & Dislocated Worker Projected Training Participants
For PY20

					Projected Number of Participants											
Program	**Goal**	**YTD Participants Served**	**Balance**	**YTD Percent**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**
Adult	145	145	$ -	100%	12	35	10	8	10	10	35	8	7	9	1	
Dislocated Worker	195	195	$ -	100%	16	45	12	10	12	12	45	10	10	10	10	3
Total	**340**	**340**	**-**	**100%**	**28**	**80**	**22**	**18**	**22**	**22**	**80**	**18**	**17**	**19**	**11**	**3**

EXHIBIT G.1 – SCOPE OF WORK AND BUDGET

The scope of work (proposal) and budget will be included in this section by the procurement manager when compiling the contract agreement for the finalist.
The scope of work includes, but is not limited to, the provision of services in accordance with the Workforce Innovation and Opportunity Act, and as requested by the Board.

The funding level for this procurement is a total of $2,600,000.00 for the first program year; $1,100,000.00 in Adult funds; and $1,500,000.00 in Dislocated Worker funds.

The service areas for the delivery services are in the following New Mexico counties: Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro

This scope of work is limited to the provision of services in accordance with the Workforce Innovation and Opportunity Act. This RFP requires for a minimum number of participants to be served, as stated in Section IV.B.(5)(b). of this document.

Per RFP instruction, this page is included as a placeholder for the scope of work (proposal) and budget which will be added by the procurement manager when compiling the contract agreement for the finalist.

PROPOSAL SUMMARY

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

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

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



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

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

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

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

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



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

Life-Changing Impacts

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

An Empowered Region Through Innovation

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

Inspired for Future Opportunities

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

RESPONSE TO CORE MANDATORY, AND CORE DESIRABLE SPECIFICATIONS

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

A. CORE MANDATORY SPECIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) Provide a copy of Financial Policies

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

(8) Provide a copy of Personnel Policies

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

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

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

B. Core Desirable Specifications and Evaluation Factors

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

(1) Organization's Experience (150 points)

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

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

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

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

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

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

Job Seekers Served	900	1304
Agricultural Employers Served	100	101
Agricultural Employees Served	60	183
Adult Q2 Employment	80%	70.86%
Adult Q4 Employment	78.9%	79.08%
Adult Median Earnings Q2	$8580	$6760
Adult Credential Attainment Rate	64%	73.49%
DW Q2 Employment	75.7%	75.76%
DW Q4 Employment	71.3%	84%
DW Median Earnings Q2	$7811	$6965
DW Credential Attainment Rate	58.3%	69.23%

Program Year 2017-18 **Contracted Amount:** $3,168,107.00 **Amount Expensed:** $2,013,385.18	**Program Year 2018-19** **Original Contracted Amount:** $2,581,916.00 **Amount Expensed:** $2,704,674.00

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

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

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

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

Performance information for two regions in Texas is as follows:

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

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

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

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

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

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

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

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

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

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

> **This Program has allowed me to expand to a level never imaginable. I think that of the primary reasons we have been successful is because of the support I get from everyone … This team has gone beyond what it required. I appreciate all the mentoring and help they provide.**
>
> – Christian Lira,
> Owner of Primary Wellness Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> "The WIOA has a statement they use quite often, 'Earn as you Learn.' I can honestly say this statement is exactly what happens, and it benefits both the employee and the employer."
>
> – Mary Ann Luevano, Owner/President of Glitz School of Cosmetology

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

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

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

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

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

ensures that all staff know how the project is performing.

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

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

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

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

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

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

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

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

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

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

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

(2) Management and Staffing (125 points)

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

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

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

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

Name	Job Title	Credentials	Experience	Length of Employment
Yvette Bayless	Project Director	• Linguistic Anthropology/Early Childhood Education • Bilingual	15 Years Operations Management/Banking	3 years
Eric Rivera	QA Analyst	• A.A. in Business Administration	10 Years Management/Banking	3 years
Monica	Project	• A.A. in General Studies	19 Years Accounting	2 years

Silva	Accountant			
James Fielder	BSC Supervisor	• A.A. in Paralegal Studies/Business Administration	12 Years in Business Services/ Management/ Paralegal	3 years
Patrick Madrid	TDS Supervisor	• B.A. in Human Resource Management	6 Years Management Experience/Banking	1 year

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Training (125 points)

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

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

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

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

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

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

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

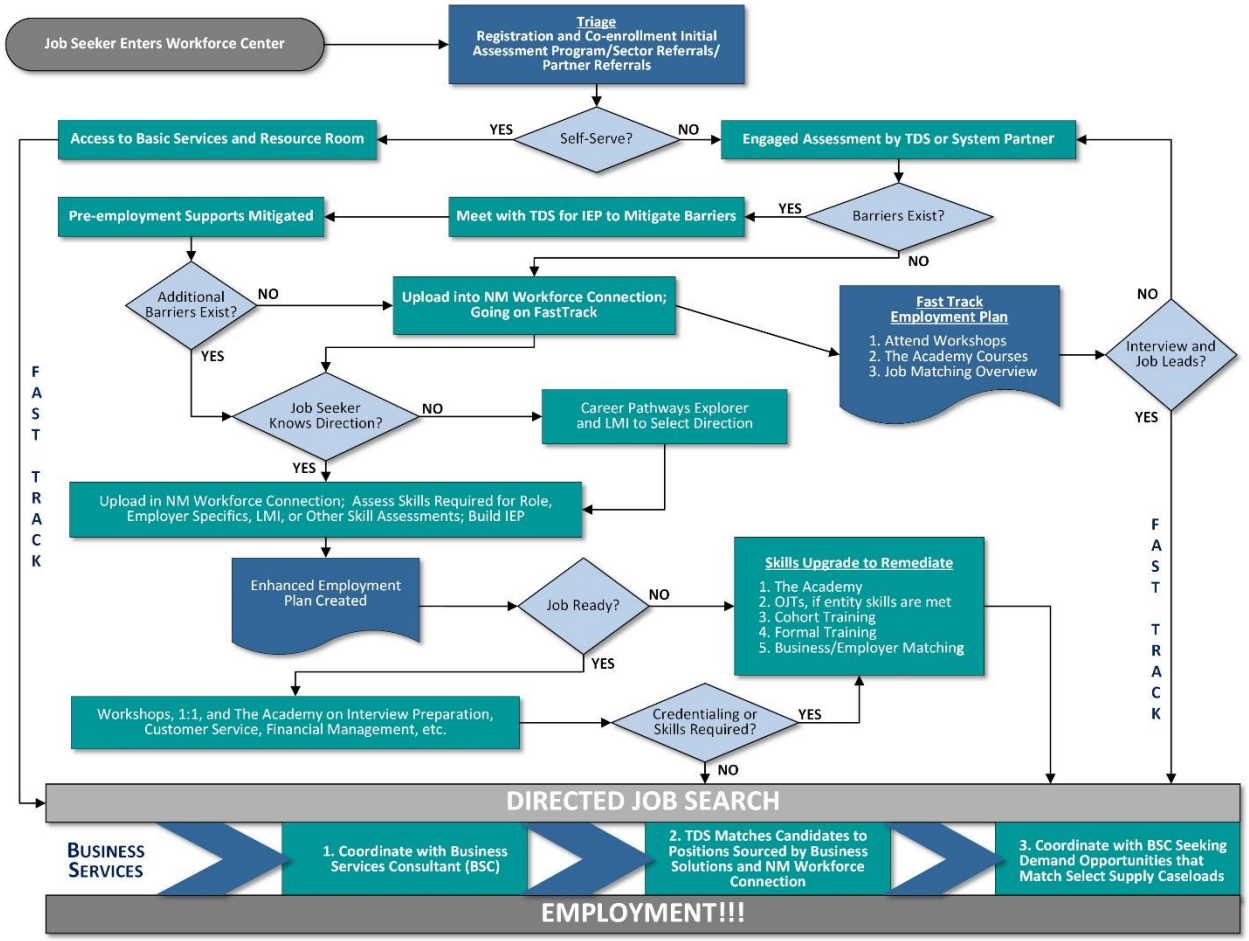
Trainings
Our Talent Development team is trained in career advising, developing employment plans, using the state systems, and case management. All staff complete the **Talent Development Certification** course to reinforce our talent delivery concepts, including assessments, career planning, case management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

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

(4) Program Narrative (350 points)

(a) Service Delivery Strategy

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Partnership and Collaboration Strategy

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

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

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

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

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

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

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

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

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

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

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

(c) Serving Target Populations

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

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

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

(d) Participant Training Goals

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

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

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

(e) Customer Service Strategy

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

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

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

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

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

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

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

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

(f) Business Engagement

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

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

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

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

Sonia Terrazas, Terrazas Insurance Agency

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

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

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

(g) Community Outreach Strategy

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

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

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

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

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

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

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

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

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

(5) Performance Management (250 points)

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

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

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

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

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

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

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

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

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

i. techniques to be used to measure fiscal performance;

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

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

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

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

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

ii. techniques to compare costs against planned budgets;

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

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

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

iv. techniques to be used to guarantee data integrity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adult	***Dislocated Worker***
Employment Rate 2nd Quarter Exit 77.0%	*Employment Rate 2nd Quarter Exit 72.0%*
Employment Rate 4th Quarter Exit 78.0%	*Employment Rate 4th Quarter Exit 59.0%*
Median Earnings 2nd Quarter Exit $7,500	*Median Earnings 2nd Quarter Exit $7,100*
Credential Attainment Rate 60.0%	*Credential Attainment Rate 67.0%*

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

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

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

REQUESTED ATTACHMENTS
ORGANIZATIONAL CHART

Southwestern New Mexico
Adult and Dislocated Worker Organizational Chart

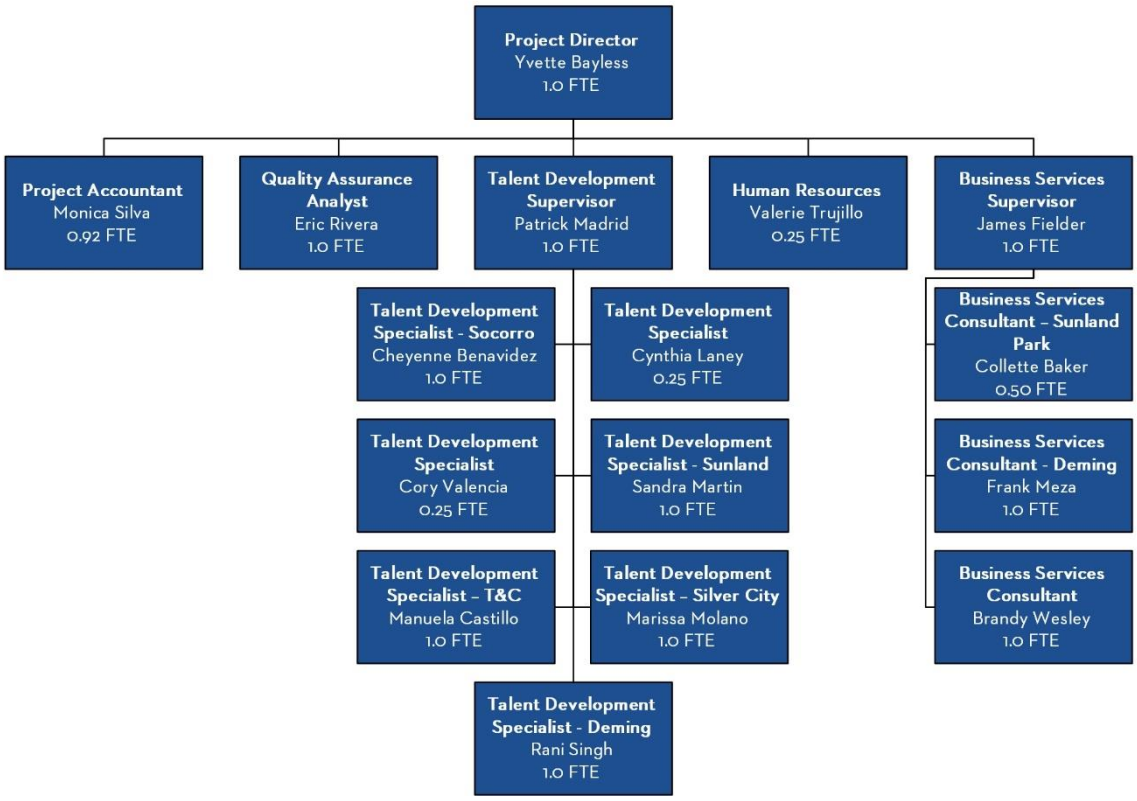


EXHIBIT G.2 – BUDGET AND STAFFING PLAN WORKSHEET

Budget

WORKFORCE INNOVATION AND OPPORTUNITY ACT
Budget Worksheet

Sub-grant Number	Contract Period	Name of Provider
RFP# 2019-02	July 1, 2020 - June 30, 2021	Arbor E&T, LLC dba ResCare Workforce Services

Budget Category		Budget								
		Original Budget			Budget Adjustment			Final Budget		
		Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Staff Salaries	Wage x % of Program x Project Hours									
Example: Program Manager	$20 x 100% x 800 hours	$ 530.00	$ 2,130.00	$ 2,660.00	$ 530.00	$ 2,130.00	$ 2,660.00	$ 1,060.00	$ 4,260.00	$ 5,320.00
Project Director	$41 x 100% x 2,080 hours	$ 36,077.80	$ 49,197.00	$ 85,274.80			$ -	$ 36,077.80	$ 49,197.00	$ 85,274.80
Project Accountant	$25.48 x 100% x 1,913.6 hours	$ 20,628.61	$ 28,129.92	$ 48,758.53			$ -	$ 20,628.61	$ 28,129.92	$ 48,758.53
Quality Assurance Analyst	$28.44 x 100% x 2,080 hours	$ 25,027.20	$ 34,128.00	$ 59,155.20			$ -	$ 25,027.20	$ 34,128.00	$ 59,155.20
Human Resources	$19.23 x 100% x 520 hours	$ 4,230.60	$ 5,769.00	$ 9,999.60			$ -	$ 4,230.60	$ 5,769.00	$ 9,999.60
Business Services Consultant	$19.23 x 100% x 1,040 hours	$ 8,461.20	$ 11,538.00	$ 19,999.20			$ -	$ 8,461.20	$ 11,538.00	$ 19,999.20
Business Services Consultant	$19.23 x 100% x 2,080 hours	$ 16,922.40	$ 23,076.00	$ 39,998.40			$ -	$ 16,922.40	$ 23,076.00	$ 39,998.40
Business Services Consultant	$19.23 x 100% x 2,080 hours	$ 16,922.40	$ 23,076.00	$ 39,998.40			$ -	$ 16,922.40	$ 23,076.00	$ 39,998.40
Business Services Supervisor	$26.04 x 100% x 2,080 hours	$ 22,915.20	$ 31,248.00	$ 54,163.20			$ -	$ 22,915.20	$ 31,248.00	$ 54,163.20
Talent Development Supervisor	$24.04 x 100% x 2,080 hours	$ 21,155.20	$ 28,848.00	$ 50,003.20			$ -	$ 21,155.20	$ 28,848.00	$ 50,003.20
Talent Development Specialist	$17.02 x 100% x 2,080 hours	$ 14,977.60	$ 20,424.00	$ 35,401.60			$ -	$ 14,977.60	$ 20,424.00	$ 35,401.60
Talent Development Specialist	$18.02 x 100% x 2,080 hours	$ 15,857.60	$ 21,624.00	$ 37,481.60			$ -	$ 15,857.60	$ 21,624.00	$ 37,481.60
Talent Development Specialist	$17.02 x 100% x 520 hours	$ 3,744.40	$ 5,106.00	$ 8,850.40			$ -	$ 3,744.40	$ 5,106.00	$ 8,850.40
Talent Development Specialist	$17.02 x 100% x 2,080 hours	$ 14,977.60	$ 20,424.00	$ 35,401.60			$ -	$ 14,977.60	$ 20,424.00	$ 35,401.60
Talent Development Specialist	$17.02 x 100% x 2,080 hours	$ 14,977.60	$ 20,424.00	$ 35,401.60			$ -	$ 14,977.60	$ 20,424.00	$ 35,401.60
Talent Development Specialist	$18.02 x 100% x 2,080 hours	$ 15,857.60	$ 21,624.00	$ 37,481.60			$ -	$ 15,857.60	$ 21,624.00	$ 37,481.60
Talent Development Specialist	$17.02 x 100% x 520 hours	$ 3,744.40	$ 5,106.00	$ 8,850.40			$ -	$ 3,744.40	$ 5,106.00	$ 8,850.40
Attrition		$ (11,329.72)	$ (15,449.62)	$ (26,779.34)			$ -	$ (11,329.72)	$ (15,449.62)	$ (26,779.34)
							$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -
							$ -	$ -	$ -	$ -
Total Staff Salaries		$ 245,147.69	$ 334,292.30	$ 579,439.98	$ -	$ -	$ -	$ 245,147.69	$ 334,292.30	$ 579,439.98

Fringe Benefits	Percentage or Cost	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
FICA/Medicare	7.65% of total staff salaries	$ 18,753.80	$ 25,573.36	$ 44,327.16			$ -	$ 18,753.80	$ 25,573.36	$ 44,327.16
FUTA	0.22% of total staff salaries	$ 532.32	$ 725.89	$ 1,258.20			$ -	$ 532.32	$ 725.89	$ 1,258.20
SUTA	0.31% of total staff salaries	$ 769.09	$ 1,048.76	$ 1,817.85			$ -	$ 769.09	$ 1,048.76	$ 1,817.85
Workmans Comp. Ins.	2.32% of total staff salaries	$ 5,687.43	$ 7,755.58	$ 13,443.01			$ -	$ 5,687.43	$ 7,755.58	$ 13,443.01
Workmans Comp. Fee		$ -	$ -	$ -			$ -	$ -	$ -	$ -
Health Care Ins.	8.50% of total staff salaries	$ 20,837.55	$ 28,414.85	$ 49,252.40			$ -	$ 20,837.55	$ 28,414.85	$ 49,252.40
Retirement	0.27% of total staff salaries	$ 661.90	$ 902.59	$ 1,564.49			$ -	$ 661.90	$ 902.59	$ 1,564.49
Life Insurance	0.06% of total staff salaries	$ 147.09	$ 200.58	$ 347.66			$ -	$ 147.09	$ 200.58	$ 347.66
Disability Insurance	0.41% of total staff salaries	$ 1,005.11	$ 1,370.60	$ 2,375.70			$ -	$ 1,005.11	$ 1,370.60	$ 2,375.70
				$ -			$ -	$ -	$ -	$ -
Total Fringe Benefits		$ 48,394.28	$ 65,992.20	$ 114,386.48	$ -	$ -	$ -	$ 48,394.28	$ 65,992.20	$ 114,386.48

Travel	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
In-State Travel										
Mileage & Per Diem	900 miles per month at $0.32 per mile for 12 months	$ 1,462.15	$ 1,993.85	$ 3,456.00			$ -	$ 1,462.15	$ 1,993.85	$ 3,456.00
Hotels	Eight nights hotel at $150 per night for in-state travel related to operations	$ 507.69	692.31	$ 1,200.00			$ -	$ 507.69	$ 692.31	$ 1,200.00
Meals	Thirteen days of meals at $80 per day for in-state travel related to operations	$ 440.00	$ 600.00	$ 1,040.00			$ -	$ 440.00	$ 600.00	$ 1,040.00
Car Rental	10 in-state trips related to operations with car rental at $150 per trip	$ 634.62	$ 865.38	$ 1,500.00			$ -	$ 634.62	$ 865.38	$ 1,500.00
Out-of-State Travel										
Airfare	2 airline tickets at $750 per trip for Project Director to attend National and Regional RWS meetings	$ 634.62	$ 865.38	$ 1,500.00			$ -	$ 634.62	$ 865.38	$ 1,500.00
Hotels	Seven nights hotel at $150 per night for Project Director to attend National and Regional RWS meetings	$ 444.23	$ 605.77	$ 1,050.00			$ -	$ 444.23	$ 605.77	$ 1,050.00
Meals	Seven days of meals at $80 per day for Project Director to attend National and Regional RWS meetings	$ 236.92	$ 323.08	$ 560.00			$ -	$ 236.92	$ 323.08	$ 560.00
Total Travel		$ 4,360.23	$ 5,945.77	$ 10,306.00	$ -	$ -	$ -	$ 4,360.23	$ 5,945.77	$ 10,306.00

Materials & Supplies	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Office Supplies	$487.30 per FTE for 13.2 FTEs	$ 2,715.20	$ 3,702.55	$ 6,417.75			$ -	$ 2,715.20	$ 3,702.55	$ 6,417.75
Postage	$184 per month for 12 months	$ 934.15	$ 1,273.85	$ 2,208.00			$ -	$ 934.15	$ 1,273.85	$ 2,208.00
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
Total Materials & Supplies		$ 3,649.36	$ 4,976.40	$ 8,625.75	$ -	$ -	$ -	$ 3,649.36	$ 4,976.40	$ 8,625.75

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

Facility Rental	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Deming Workforce Center	$583.33 per month for 12 months	$ 2,961.54	$ 4,038.46	$ 7,000.00			$ -	$ 2,961.54	$ 4,038.46	$ 7,000.00
Las Cruces Workforce Center	$333.33 per month for 12 months	$ 1,692.31	$ 2,307.69	$ 4,000.00			$ -	$ 1,692.31	$ 2,307.69	$ 4,000.00
Silver City Workforce Center	$333.33 per month for 12 months	$ 1,692.31	$ 2,307.69	$ 4,000.00			$ -	$ 1,692.31	$ 2,307.69	$ 4,000.00
Socorro Workforce Center	$416.67 per month for 12 months	$ 2,115.38	$ 2,884.62	$ 5,000.00			$ -	$ 2,115.38	$ 2,884.62	$ 5,000.00
Sunland Park Workforce Center	$791.67 per month for 12 months	$ 4,019.23	$ 5,480.77	$ 9,500.00			$ -	$ 4,019.23	$ 5,480.77	$ 9,500.00
Truth and Consequences Office	$400.00 per month for 12 months	$ 2,030.77	$ 2,769.23	$ 4,800.00			$ -	$ 2,030.77	$ 2,769.23	$ 4,800.00
Loretto Towne Center - Las Cruces Office	$3,500.00 per month for 12 months	$ 17,769.23	$ 24,230.77	$ 42,000.00			$ -	$ 17,769.23	$ 24,230.77	$ 42,000.00
Total Facility Rental		**$ 32,280.77**	$ 44,019.23	**$ 76,300.00**	$ -	$ -	$ -	**$ 32,280.77**	$ 44,019.23	$ 76,300.00

Miscellaneous	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Copier Maintenance	$125 per month for 12 months	$ 634.62	$ 865.38	$ 1,500.00			$ -	$ 634.62	$ 865.38	$ 1,500.00
Copier Lease	$250 per month for 12 months	$ 1,269.23	$ 1,730.77	$ 3,000.00			$ -	$ 1,269.23	$ 1,730.77	$ 3,000.00
General and Professional Liability Insurance	$5.46 per $1,000 of revenue	$ 2,541.69	$ 3,465.94	$ 6,007.64			$ -	$ 2,541.69	$ 3,465.94	$ 6,007.64
Communications	$75 per month cell phone stipend for 7.67 FTEs	$ 2,920.50	$ 3,982.50	$ 6,903.00			$ -	$ 2,920.50	$ 3,982.50	$ 6,903.00
Dues and Subscriptions	$90 per quarter for 4 quarters	$ 152.31	$ 207.69	$ 360.00			$ -	$ 152.31	$ 207.69	$ 360.00
Sales Tax	Average of 7.32% on revenue	$ 34,075.44	$ 46,466.51	$ 80,541.96			$ -	$ 34,075.44	$ 46,466.51	$ 80,541.96
Security Services	$1,000 per month for 12 months	$ 5,076.92	$ 6,923.08	$ 12,000.00			$ -	$ 5,076.92	$ 6,923.08	$ 12,000.00
Janitorial Services	$545 per month for 12 months	$ 2,766.92	$ 3,773.08	$ 6,540.00			$ -	$ 2,766.92	$ 3,773.08	$ 6,540.00
Total Miscellaneous		**$ 49,437.64**	**$ 67,414.96**	**$ 116,852.59**	$ -	$ -	$ -	$ 49,437.64	$ 67,414.96	$ 116,852.59

Professional Services	Description	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Audit	0.20% of revenue	$ 931.02	$ 1,269.58	$ 2,200.60			$ -	$ 931.02	$ 1,269.58	$ 2,200.60
Payroll Processing Fees	$3 per paycheck per FTE for 24 paychecks and 13.2 FTEs	$ 401.18	$ 547.06	$ 948.24			$ -	$ 401.18	$ 547.06	$ 948.24
User fees - Performance Management Tool	$35 per per month for 13.2 users over 12 months	$ 2,340.21	$ 3,191.19	$ 5,531.40			$ -	$ 2,340.21	$ 3,191.19	$ 5,531.40
Employee Background Checks	3 background checks at $70 per check	$ 88.85	$ 121.15	$ 210.00			$ -	$ 88.85	$ 121.15	$ 210.00
				$ -			$ -	$ -	$ -	$ -
Total Professional Services		**$ 3,761.26**	**$ 5,128.98**	**$ 8,890.24**	$ -	$ -	$ -	**$ 3,761.26**	**$ 5,128.98**	$ 8,890.24

Profit Incentives	Descriptions	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Profit Incentives	9.02% on all operating & indirect costs - Per Profit Incentives Schedule	$ 38,500.00	$ 52,500.00	$ 91,000.00			$ -	$ 38,500.00	$ 52,500.00	$ 91,000.00
Total Profit Incentives		**$ 38,500.00**	**$ 52,500.00**	**$ 91,000.00**	$ -	$ -	$ -	**$ 38,500.00**	**$ 52,500.00**	$ 91,000.00

Indirect Costs	Descriptions	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Indirect Costs	10.33% on operating costs	$ 39,980.32	$ 54,518.62	$ 94,498.95			$ -	$ 39,980.32	$ 54,518.62	$ 94,498.95
Total Indirect Cost Rate		**$ 39,980.32**	**$ 54,518.62**	**$ 94,498.95**	$ -	$ -	$ -	**$ 39,980.32**	**$ 54,518.62**	$ 94,498.95

Participant Training Costs	Descriptions	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Individual Training Accounts	$1,200 per participant for 222 participants	$ 112,707.69	$ 153,692.31	$ 266,400.00			$ -	$ 112,707.69	$ 153,692.31	$ 266,400.00
Other Supportive Services	$1,800 per participant for 121 participants	$ 92,146.15	$ 125,653.85	$ 217,800.00			$ -	$ 92,146.15	$ 125,653.85	$ 217,800.00
On-the-Job Training	$7,800 per participant for 130 participants	$ 429,000.00	$ 585,000.00	$ 1,014,000.00			$ -	$ 429,000.00	$ 585,000.00	$ 1,014,000.00
Incumbent Worker Training	$1,500 per participant for 1 participant	$ 634.62	$ 865.38	$ 1,500.00			$ -	$ 634.62	$ 865.38	$ 1,500.00
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
				$ -			$ -	$ -	$ -	$ -
Total Participant Services		**$ 634,488.46**	**$ 865,211.54**	**$ 1,499,700.00**	$ -	$ -	$ -	**$ 634,488.46**	**$ 865,211.54**	$ 1,499,700.00

TOTAL BUDGET EXPENSE	$ 1,100,000	$ 1,500,000	$ 2,600,000	$ -	$ -	$ -	$ 1,100,000	$ 1,500,000	$ 2,600,000

	Original Budget			Budget Adjustment			Final Budget		
AVERAGE PARTICIPANT COSTS	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total	Adult	Dislocated Worker	Total
Number of Participants	145	195	340			0	145	195	**340**
Average Cost per Participant (Operating + Participant Training)	$ 7,586.21	$ 7,692.31	$ 15,278.51			$ -	$ 7,586.21	$ 7,692.31	**$ 15,278.51**
Average Cost per Participant (Operating Costs Only)	$ 3,210.42	$ 3,255.33	$ 6,465.75			$ -	$ 3,210.42	$ 3,255.33	**$ 6,465.75**
Average Cost per Participant (Participant Training Costs Only)	$ 4,375.78	$ 4,436.98	$ 8,812.76			$ -	$ 4,375.78	$ 4,436.98	**$ 8,812.76**
							49.65%	50.35%	100.00%

Staffing Plan

OFFEROR'S NAME: Arbor E&T, LLC dba ResCare Workforce Services

STAFFING PLAN					PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE
Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	WIOA	Non - WIOA Programs	Total	WIOA
Example: Supervisor	Las Cruces	Yes	$ 18.00	800	80%	20%	100%	$ 11,520.00
Project Director	Las Cruces	Yes	$ 41.00	2,080	100%	0%	100%	$ 85,274.80
Project Accountant	Las Cruces	No	$ 25.48	1,914	100%	0%	100%	$ 48,758.53
Quality Assurance Analyst	Las Cruces	No	$ 28.44	2,080	100%	0%	100%	$ 59,155.20
Human Resources	Las Cruces	No	$ 19.23	520	100%	0%	100%	$ 9,999.60
Business Services Consultant	Sunland Park	Yes	$ 19.23	1,040	100%	0%	100%	$ 19,999.20
Business Services Consultant	Deming	Yes	$ 19.23	2,080	100%	0%	100%	$ 39,998.40
Business Services Consultant	Las Cruces	Yes	$ 19.23	2,080	100%	0%	100%	$ 39,998.40
Business Services Supervisor	Las Cruces	Yes	$ 26.04	2,080	100%	0%	100%	$ 54,163.20
Talent Development Supervisor	Las Cruces	Yes	$ 24.04	2,080	100%	0%	100%	$ 50,003.20
Talent Development Specialist	Socorro	Yes	$ 17.02	2,080	100%	0%	100%	$ 35,401.60
Talent Development Specialist	T&C	Yes	$ 18.02	2,080	100%	0%	100%	$ 37,481.60
Talent Development Specialist	Las Cruces	Yes	$ 17.02	520	100%	0%	100%	$ 8,850.40
Talent Development Specialist	Sunland Park	Yes	$ 17.02	2,080	100%	0%	100%	$ 35,401.60
Talent Development Specialist	Silver City	Yes	$ 17.02	2,080	100%	0%	100%	$ 35,401.60
Talent Development Specialist	Deming	Yes	$ 18.02	2,080	100%	0%	100%	$ 37,481.60
Talent Development Specialist	Las Cruces	Yes	$ 17.02	520	100%	0%	100%	$ 8,850.40
Attrition							0%	$ (26,779.34)
							0%	$ -
							0%	$ -
							0%	$ -
							0%	$ -
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							0%	$ -
TOTAL								$ 579,439.98

AGENDA ITEM SUMMARY

Special Southwestern Area Workforce Development Board Meeting	June 26, 2020

Agenda Item

Resolution 19 – 74 awards the WIOA Request for Proposal One Stop Operator Contract Agreement to Arbor E&T, LLC dba ResCare Workforce Services for the period of July 1, 2020 through June 30, 2021, with an option to renew annually for a total of three years, and authorizes the board chair or vice chair to sign the agreement

SUMMARY OF AGENDA ITEM

- This agenda item is presented to approve the contract agreement for the WIOA One Stop Operator RFP that was issued on May 5, 2020. The successful offeror is Arbor E&T, LLC dba ResCare Workforce Service.
- One proposal was submitted in response to this RFP: Arbor E&T, LLC dba ResCare Workforce Service. The term of the agreement is for one year, from July 1, 2020 to June 30, 2021, with an option to renew annually for a total of three years. The amount of the contract is for $250,000.00.
- The management letter containing the evaluation committee are provided for your review with specific scoring.
- The Administrative Entity will obtain the exhibits and submit the contract agreement to the Chair or Vice Chair for signature.
- The WIOA One Stop Operator service provider is responsible for overseeing the day-to-day operations and activities at the workforce centers within the region, as well as coordinating services among the different workforce partner in the public workforce system.

RECOMMENDATION

Approve Resolution 19-74

BOARD'S OPTIONS ARE TO

- Accept the recommendation
- Amend the recommendation
- Reject the recommendation
- Table the item
- Take no action on the item

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

- Staff or committee, as directed.

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Management Letter
- Proposed Contract Agreement

SERVING
CATRON COUNTY DOÑA ANA COUNTY GRANT COUNTY
HIDALGO COUNTY LUNA COUNTY SIERRA COUNTY SOCORRO COUNTY

600 Hwy. 195, Ste. C PO Box 1072 Elephant Butte, New Mexico 87935
P: 575-744-4857 F: 575-744-5021

MANAGEMENT RECOMMENDATION LETTER

June 25, 2020

Mr. Joshua Orozco, Chair
Southwestern Area Workforce Development Board
PO Box 1072
Elephant Butte, NM 87109

Re: RFP for WIOA One Stop Operator Services #2019-01
Issued May 5, 2020

Dear Mr. Orozco:

The evaluation committee report and addendum for the request for proposals for the WIOA One Stop Operator Services procurement has been submitted to me.

Upon review of the report, I concur with the evaluation committee and recommend that the award for this procurement be made to Arbor E&T, LLC dba Rescare Workforce Services.

The term of the contract is for the period of July 1, 2020 through June 30, 2021, with the option to renew annually for up to three years. The scope of work will be performed as outlined in the RFP and their proposal. The contract agreement shall not exceed $250,000.00.

The RFP information remains confidential until the award is made by the Southwestern Area Workforce Development Board. Should you require additional information regarding the evaluation committee's recommendation or my recommendation, please contact Mr. Steve Duran at (575) 740-5381.

Thank you for your time and consideration.

Sincerely,

Jay Armijo
Chief Procurement Officer
Executive Director of the SCCOG
Administrative Entity for the SAWDB

Enclosure: Evaluation Committee Report and Addendum

cc: Mr. Steve Duran, WIOA Administrator
Procurement File

M E M O R A N D U M

TO: Jay Armijo, Chief Procurement Officer
Steve Duran, WIOA Administrator
Southwestern Area Workforce Development Board

FROM: Evaluation Committee

SUBJECT: Evaluation Committee Report – WIOA One Stop Operator Services
RFP#2018-01

DATE: June 19, 2020

The administrative entity received one responsive proposal to the Request for Proposals for the Workforce Innovation and Opportunity Act One Stop Operator Services prior to the deadline of 2:00 p.m. Mountain Daylight Time on June 5, 2020.

The organization who responded was:

- Arbor ET dba Rescare Workforce Services – Louisville, KY

Summary of Evaluation Committee Activity

Members of the evaluation committee:

- Ms. Veronica Alonzo – New Mexico Department of Workforce Solutions
- Ms. Rebecca Ed – Workforce Borderplex
- Mr. Joe McClintock – AE of the Southwestern Area Workforce Development Board
- Mr. Gary Whitehead – Southwestern Area Workforce Development Board Member

The committee met on June 15, 2020 via a Zoom conference call to score and rank the proposals.

The evaluation factors were developed and published in the RFP prior to its issuance. The factors reflect all the evaluation criteria used for scoring and points award by the committee.

Evaluation Committee Waiver
No waivers were issued by the evaluation committee.

Evaluation Committee Points
The evaluation committee deemed that all the Core Mandatory Specification were met and awarded the following points based on the Core Desirable Specifications evaluation criteria in the RFP.

CORE DESIREABLE SPECIFICATIONS AND EVALUATION FACTORS	Arbor dba ResCare Workforce Services
1) Organization's Experience (200 points)	180.00
2) Management & Training (175 points)	157.50
3) Program Narrative (400 points)	356.25
4) Innovation & Continuous Improvement (225 points)	211.25
Total of Possible Points (1,000 points)	905.00

Recommendation of the Committee

The committee considered the offeror qualified to perform the work specified in the Request for Proposals.

The resulting scores were based on the distribution of the weighted factors as specified in the Request for Proposals. The committee recommends that the performance of the contract be awarded to Arbor dba ResCare Workforce Services, as it received 905 of the 1,000 possible points available.

Thank you for your time and consideration of this recommendation.



Evaluator's Signature — Date: 06/19/2020

Gary Whitehead

Evaluator's Signature — Date: 06/19/2020



Evaluator's Signature — Date: 06/19/2020

Veronica Alonzo

Evaluator's Signature — Date: 06/19/2020

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M E M O R A N D U M

TO: Jay Armijo, Chief Procurement Officer
Steve Duran, WIOA Administrator
Southwestern Area Workforce Development Board

FROM: Evaluation Committee

SUBJECT: Addendum #1 of Evaluation Committee Report – WIOA One Stop Operator Services RFP#2019-01

DATE: June 24, 2020

This memorandum serves as an addendum to the Evaluation Committee Report.

In preparation of the contract agreement with the recommended offeror, Arbor E&T, LLC dba ResCare Workforce Services, it was noted that a section of the contract, Sub-grant Agreement Provisions, was not submitted in their proposal for the One Stop Operator Services RFP. Although, the contract cover sheet and exhibits sections were submitted.

Subsequently, the evaluation committee met via Zoom on June 24, 2020 to discuss the contract sub-agreement provisions section.

Summary of Evaluation Committee Activity
All members of the evaluation committee were present:

- Ms. Veronica Alonzo – New Mexico Department of Workforce Solutions
- Ms. Rebecca Ed – Workforce Borderplex
- Mr. Joe McClintock – AE of the Southwestern Area Workforce Development Board
- Mr. Gary Whitehead – Southwestern Area Workforce Development Board Member

Evaluation Committee Waiver
In accordance with Section II.C.(19), Right to Waive Irregularities, the evaluation committee waived the lack of submission of the contract section, Sub-grant Agreement Provisions, for Arbor E&T, LLC dba ResCare Workforce Services, as it deemed it to not otherwise materially affect the procurement.

Recommendation of the Committee
The committee's recommendation stands in that the performance of the contract be awarded to Arbor dba ResCare Workforce Services, as stated in the evaluation committee report.

Thank you for your time and consideration of this recommendation.



Evaluator's Signature — Date: 06/24/2020



Evaluator's Signature — Date: 06/24/2020



Evaluator's Signature — Date: 06/24/2020

Veronica Alonzo

Evaluator's Signature — Date: 06/25/2020

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CONTRACT COVER SHEET

WIOA SERVICES	1. CONTRACT/MODIFACTION NO.	CONTRACT PERIOD
CONTRACT COVER SHEET	PY20-WIOA-02	July 1, 2020 - June 30, 2021

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

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

2. NAME OF PROVIDER	3. NAME OF PROVIDERS POINT OF CONTACT
Arbor E&T, LLC dba ResCare Workforce Services	Janette Dunn
ADDRESS 805 North Whittington Parkway	TITLE OF POINT OF CONTACT Regional Director
CITY, STATE & ZIP Louisville, KY 40222	TELEPHONE/FAX/EMAIL Phone: 714-856-0194 Fax: 502-638-7944 Email: Janette.Dunn@rescare.com
4. FUNDING TYPE(S) (Check those that apply) TITLE I ☑ Adult ☑ Dislocated Worker ☑ Youth ☐ Administration	5. TYPE OF CONTRACT ACTION ☑ New ☐ Modification/Amendment ☐ Other

AMOUNT OF CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
$0.00	$105,000.00	$85,000.00	$60,000.00	$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	$105,000.00	$85,000.00	$60,000.00	$250,000.00

RESPONSE TO BOARD'S TERMS AND CONDITIONS

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract terms and conditions as set forth in the Contract Agreement Terms & Conditions. As provided in Section III.L, should the offeror object to any of the Board's terms and conditions, as contained in Appendix A, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

RWS accepts the General Requirements (Section II.C) and the Contract terms and conditions set forth in the Contract Agreement Terms & Conditions. We do not object to any of the Board's terms and conditions as contained in Appendix A and do not have alternate language to propose.

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

(A) This is an agreement with mutual consideration, known to the United States Department of Labor (USDOL) and the New Mexico Department of Workforce Solution (DWS), as a "Sub-Grant Agreement." The parties to this agreement are the **SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD**, as the Local Workforce Development Board (LWDB) and _Arbor E&T, LLC dba ResCare Workforce Services___, the Sub- Grantee.

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

(B) The purpose of the Workforce Innovation and Opportunity Act includes:

(1) Increasing access to and opportunities for the employment, education, training, and support services that individuals need, particularly those with barriers to employment

(2) Supporting the alignment of workforce investment, education, and economic development systems, in support of a comprehensive, accessible, and high-quality workforce development system

(3) Improving the quality and labor market relevance of workforce investment, education, and economic development efforts

(4) Promoting improvement in the structure and delivery of services

(5) Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity, and competitiveness of the nation

(C) The Local Workforce Development Board has authorized this agreement consistent with the federal and state regulations under the Workforce Innovation and Opportunity Act, hereby, authorizing the Sub-grantee to provide employment and training programs consistent with the WIOA, the New Mexico Combined State Plan, the LWDB's local plan, and this Agreement through the Sub-Grantee. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

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

(1) The CEOs in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area.

(2) The local grant recipient or an entity designated shall disburse the grant funds for Workforce Innovation and Opportunity Activities at the direction of the local board, pursuant to the requirements of this title. The local grant recipient or entity designated shall disburse the funds immediately on receiving such direction from the local board.

(3) As the local grant recipient, the CEOs are responsible for overseeing the activities of LWDB and sub-recipients.

(4) The LWDB shall perform the obligations and duties as outlined in this agreement.

(5) On behalf of the CEOs and LWDB, the Administrative Entity (AE) and Fiscal Agent (FA) shall provide staff support to the Sub-Grantees and shall be responsible for the day-to-day fiscal and program administration and oversight of the Workforce Innovation and Opportunity Act in the Southwestern New Mexico. The AE will provide administrative direction to Sub-Grantees through the development and distribution of federal, state, and local WIOA program guidance; policy and rules; and technical assistance guides.

(B) Duties and Obligations of the Sub-Grantee

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

(C) Effective Date and Term

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

(D) Funding

(1) The LWDB will allocate WIOA funds for services to youth, adults, and dislocated workers in the amount stated in the Contract Cover Sheet of this Agreement.

(2) Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the Sub-Grantee does not expend within the specified period are subject to reversion to the LWDB pursuant to applicable law. Additionally, the LWDB may opt to conduct

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

(2) In the event the USDOL or the State of New Mexico reduces funding for the current year or retroactively, a unilateral modification to the sub-grant agreement will be executed.

(3) Upon receipt of a fully executed Sub-Grant Agreement and all required attachments, the funds will be made available to the Sub-Grantee. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

(a) Prior to the expenditure of any funds, the Sub-Grantee shall establish detailed accounting codes to be used to track the expenditure of funds under this Contract and develop fiscal reports to the LWDB, USDOL, and the State.

(b) Sub-Grantee will establish local policy and procedures for their subgrantees that will ensure compliance with applicable federal and state laws. Sub-Grantee shall comply with and enforce whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.

(c) Sub-Grantee may receive advances and reimbursements for expenditures pursuant to SAE policies and procedures. Sub-Grantee may submit a Cash Request form to the Fiscal Agent to drawdown funds for allowable costs.

(d) Sub-Grantee acknowledges that USDOL, SAE, AE, FA, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the Sub-Grantee's fiscal systems to assure compliance with state and federal fiscal management guidelines, policies, and procedures.

(3) Modification Procedures

(a) This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved wavier(s) by the US Department of Labor. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change, unless such change result from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to the Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.

(b) The parties to this Agreement may modify the budget in accordance with LWDB policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, Sub-Grantee may begin work related to the modification.

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

(4) Reporting Requirements

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

(b) Program: Sub-Grantee shall comply with the goals and objectives identified within the Sub-Grantee's approved scope of work and budget. Sub-Grantee shall be required to meet all identified performance measures, goals and benchmarks identified, budget, federal, state, and local directives, and the scope of work contained in this agreement.

(5) Maintenance of Funds in Appropriate Financial Institutions

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

(6) Payment Contingency

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

(7) Performance Standards

(a) Sub-Grantee shall comply with performance criteria negotiated with the AE. Upon request by the AE, Sub-Grantee shall provide such data as the AE may request for purposes of evaluating Sub-Grantee's compliance with performance requirements. The AE recognizes that Sub-Grantee has the authority and discretion to add its own internal policies and controls so long as they are not inconsistent with federal or state law, this Contract, or written policies established by the LWDB.

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

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

(A) Data Access and Automation Requirements

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

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

(2) Sub-Grantee agrees to:

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

(B) Retention of Records

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

(2) Fiscal Records

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

(3) Fixed Asset and Inventory Maintenance

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

(4) Retention of Complaint Records

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

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

(5) Confidentiality of Records

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

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

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

(7) Confidentiality of Data

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

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

(ii) The Sub-Grantee understands that access, use or discloser of social security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

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

(iv) Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.

(8) Compliance with Applicable Audit Requirements

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

(9) Right of Inspection

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

(10) Financial and Performance Monitoring

(a) Sub-Grantee shall permit the AE, FA, SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB and sub-grantees pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the Sub-Grantee.

(i) Sub-Grantee shall review the monitoring reports by the AE, FA, SAE, USDOL or its representatives, and shall act promptly, under direction of the AE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the AE may impose sanctions or terminate this Agreement.

V. ASSURANCES

(A) Compliance with Certain Laws

(1) Sub-Grantee assures and certifies that in administering programs under this Contract, it will fully comply with the Workforce Innovation and Opportunity Act, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to, those listed below:

(a) State policy, SAE rules, program information notices or technical assistance guides;

(b) The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;

(c) The Wagner-Peyser Act of 1933;

(d) The Civil Rights Act of 1964, Title V;

(e) Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;

(f) Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L.109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252).

(g) Americans with Disabilities Act of 1990;

(h) The Hatch Act;

(i) Child Labor Laws;

(j) Occupational Safety and Health Act (OSHA);

(k) Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;

(l) Social Security Act;

(m) Military Selective Services Act;

(n) Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);

(o) Fair Labor Standards Act;

(p) New Mexico Procurement Code and New Mexico Governmental Conduct Act;

(q) Equal Opportunity Provisions of the WIOA and Civil Rights Act;

(r) Age Discrimination Act of 1975;

(s) New Mexico Human Rights Act;

(t) Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305) and,

(u) OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

VI. TERMINATION

(A) Termination for Effectiveness

(1) Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., must be placed in the custody of the AE, and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

(2) If the Agreement is terminated by AE as provided herein, Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.

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

(B) Termination for Default (Cause)

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

(2) Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the AE withhold any payment to Sub-grantee for the purposes of mitigating its damages until such time as the exact amount of damages due to the AE from Sub-grantee is determined.

(3) If after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

(C) Remedies Other Than Termination for Default

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

(2) Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, or improper actions or inactions by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:

(a) Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;

(b) Withholding of further payments to Sub-grantee until necessary services or corrective actions are satisfactorily completed by the Subgrantee, or withholding of provision of further performance by Subgrantee until necessary performance or corrective actions are satisfactorily completed by AE;

(c) Deny payment for those services or obligations of Sub-grantee which, have not yet been performed, and which, due to circumstances caused by Sub-grantee, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the LWDB because of the Sub-grantee's actions.

(d) Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

(B) Insurance

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

(2) The LWDB and the State of New Mexico shall be named as additional insured on all liability policies.

(3) The insurance shall include provisions preventing cancellation without 60 days prior notice to the AE by certified mail.

(C) Notice of Pending Litigation

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

(D) Certifications

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

(E) Exhibits

(1) The original Grant Agreement exhibits are incorporated into Grant Agreement Modifications and Sub-grantee agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:

(a) Exhibit A - Assurances and Certifications

(b) Exhibit B - Liability & Bonding Insurance

(c) Exhibit C - Indirect Cost Rate Agreement

(d) Exhibit D - Budget Information Summary

(e) Exhibit E - Information Request Form

(f) Exhibit F – Campaign Contribution Form

(g) Exhibit G – Scope of Work and Budget

(2) The Scope of Work shall be performed in accordance with the proposal submitted for the WIOA One Stop Operator Service Request for Proposals (RFP#2019 – 02).

(F) Liability

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

(G) Sub-Grantee;

(1) Shall provide service at the workforce centers located in the southwestern area, and may provide itinerant services at other locations and cities, as stated in the

sub-grantee's scope of work.

(2) Shall conduct periodic quality assurance reviews on participant files and operations in accordance with the state or local guidance letters and or policy.

(3) May make budget adjustments and programmatic modifications with written approval of the WIOA Administrator.

(4) Shall submit program activity and fiscal reports that are due to the Administrative Entity and Fiscal Agent's office not later that the 15th day of the following month.

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

VIII. REFERENCES

(A) Workforce Innovation and Opportunity Act (Pub. L 113-128) and all other applicable federal statutes and regulations

(B) All applicable state laws (once NMAC is updated to reflect WIOA), and state policy directives, including State Technical Assistance Guides

(C) All relevant federal guidance documents, including, but not limited to the following:

(1) Training and Employment Guidance Letter 15-14 (Implementation of New Uniform Guidance Regulations)

(2) Training and Employment Guidance Letter 19-14 (Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act of 2014)

(3) Training and Employment Guidance Letter 23-14 (Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition)

(4) Training and Employment Guidance Letter 27-14, including Change 1 (Workforce Innovation and Opportunity Act Transition Authority for Immediate Implementation of Governance Provisions)

(5) Training and Employment Guidance Letter 38-14 (Operational Guidance to Support the Orderly Transition of WIOA to WIOA)

(6) Training and Employment Guidance Letter 41-14, including Change 1 (Workforce Innovation and Opportunity Act Title I Training Provider Eligibility Transition)

(7) Training and Employment Notice 31-14 (Early Operating Guidance for Implementation of the Workforce Innovation and Opportunity Act (WIOA or Opportunity Act)

(8) Training and Employment Notice 36-14 (PY 2015 WIOA Funding Allocations and the Extension of Grantee Strategic Plans)

(9) Training and Employment Notice 37-14 (Complying with nondiscriminatory Requirements)

(10) Training and Employment Notice 01-15 (Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide)

(11) Training and Employment Guidance Letter 01-15 (Implementation of Waivers approved under the Workforce Innovation and Opportunity Act)

(12) Training and Employment Guidance Letter 03-15 (Guidance on Services Provided through the Adult, Dislocated Worker Program under WIOA and Guidance for Transition to WIOA Services)

(13) Training and Employment Guidance Letter 04-15 (Vision for the One-Stop Delivery

(14) System under the Workforce Innovation and Opportunity Act (WIOA)

(15) Training and Employment Guidance Letter 08-15 (Second Title 1 WIOA Youth Program Transition Guidance)

(D) Unemployment Insurance Program Letter 20-15 (Unemployment Insurance and the Workforce Innovation and Opportunity Act of 2014)

XII. CORRECTIVE ACTION AND SANCTIONS

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

XIII. ADDITIONAL PROVISIONS

(A) Profit Incentives

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

LWDB: _____ _____

Authorized Signature Date

Sub-Grantee: _____ 6/24/2020

Authorized Signature, Mark Douglass Date

WIOA CONTRACT WITH CONTRACT EXHIBITS
EXHIBIT A – ASSURANCES & CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR
PROGRAM YEAR 2020

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 ResCare Workforce Services
Sub-recipient
(PRINTED NAME)

6/3/2020
DATE

SIGNATURE

ASSURANCES AND CERTIFICATIONS

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

Debarment and Suspension Certification (20 CFR Part 98)

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (29 CFR Part 98)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

Financial Capability Certification

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

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

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

c. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS.

The Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the DrugFree 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 of termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an ongoing drug-free awareness program to inform employees about —
      i. The dangers of drug abuse in the workplace; ii. The grantee's policy of maintaining a drug-free workplace; iii. Any available drug counseling, rehabilitation, and employee assistance . programs; and;
      . The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace:

   c. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (1) (A);

d. Notifying the employee in the statement required in paragraph (1) (A) that, as a condition of employment under the grant, the employee will

i. Abide by the terms of the statement; and
ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the grantor agency in writing, within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose activity the convicted employee was working, unless the agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2) with respect to any employee who is so convicted —

i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or; ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

2. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

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

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

3. FINANCIAL CAPABILITY CERTIFICATION

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

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

EXHIBIT B – LIABILITY AND BONDING

ACORD

CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY): 6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1078748 Res-Care, Inc. and all its subsidiaries 805 N. Whittington Parkway Louisville KY 40222	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Endurance American Insurance Company — 10641 INSURER C : See Attached INSURER D : INSURER E : INSURER F :

COVERAGES *RESCA01 CERTIFICATE NUMBER: 12356659 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Prof. Liability X SexAbuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	N	N	XSL G71567242 (CLAIMS MADE)	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 4,000,000 $ 300,000 $ XXXXXXX $ 4,000,000 $ 6,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	N	N	ISAH25296953	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B B	☐ UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	N	N	XSC30000119103 (AUTO & EL ONLY)	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ XXXXXXX $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	SEE ATTACHED			X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Retro Date for Policy #XSL G71567242 is 7/1/01.

CERTIFICATE HOLDER

12356659

FOR INFORMATION ONLY
MD

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Scudieri

ACORD 25 (2016/03)

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Miscellaneous Attachment : M488826 Master ID: 1078748, Certificate ID: 12356659

RES-CARE, INC. AND ALL OF ITS SUBSIDIARIES
CERTIFICATE CONTINUATION

WORKERS' COMPENSATION POLICIES
WLR C65895602 (All Other States) - Indemnity Insurance Co. of North America, NAIC #43575; Eff. 7/1/2019 - 7/1/2020
WLR C6589564A (CA) - ACE American Insurance Co., NAIC #22667; Eff. 7/1/2019 - 7/1/2020
SCF C65895687 (WI) - ACE Fire Underwriters Insurance Co., NAIC #20702; Eff. 7/1/2019 - 7/1/2020

OHIO EXCESS WORKERS' COMPENSATION
SP 4059590 - Safety National Casualty Corporation, NAIC #15105; Eff 12/1/2018 - 12/1/2019
Cov. A - Statutory
Cov. B - $1,000,000 Each Accident / $1,000,000 Each Employee (Disease) / $1,000,000 Agg. (Disease)

WASHINGTON EXCESS WORKERS' COMPENSATION
WCU C65895729- ACE American Insurance Co., NAIC #22667; Eff. 7/1/2019 - 7/1/2020
Maximum Liability of Excess Insurer: $2,000,000 / Retention: $1,100,000

TEXAS NON-SUBSCRIBER (EMPLOYER'S EXCESS INDEMNITY)
EPG000007608 - North American Specialty Ins. Co., NAIC #29874; Eff. 6/27/2019 - 6/27/2020
$25,000,000 per Occurrence / $25,000,000 Aggregate

Miscellaneous Attachment: M488826

PHOEPAR-01 MLEMASTER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New York- E.45th-Alliant Ins Svc Inc 140 East 45th St Ste 6B New York, NY 10017	CONTACT NAME: margaux.lemaster@alliant.com PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : U.S. Specialty Insurance Company	29599
INSURED Phoenix Parent Holdings Inc. Res-Care, Inc. and all its subsidiaries 805 N. Whittington Parkway Louisville KY 40222	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Crime			14-MGU-20-A48436	01/01/2020	01/01/2021	Crime	$5,000,000
							Deductible	$300,000
							Claim	$5,000,000 per occ.

Res-Care, Inc. and all subsidiaries
805 N. Whittington Parkway
Louisville, KY 40222

CERTIFICATE HOLDER

Allied Community Resources
P.O. Box 479
East Windsor, CT 06088-0479

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Fred T. Podolsky

ACORD 25 (2016/03)

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EXHIBIT C – INDIRECT COST RATE

ResCare Workforce Services
Career Centers
FY2019 Provisional Indirect Cost Rates Schedule

Independent Accountant's Report
For the Fiscal Year Ending December 31, 2019

ML WEEKES & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS

41 UNIVERSITY DRIVE
SUITE 400
NEWTOWN, PA 18940

TEL: (215) 579-8555
FAX: (215) 579-1752

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Contents

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Notes to the Provisional Indirect Cost Rates Schedule....4

List of Pass-Through Entities (Contracting Organizations)....7

ML WEEKES & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS

41 UNIVERSITY DRIVE
SUITE 400
NEWTOWN, PA 18940

TEL: (215) 579-8555
FAX: (215) 579-1752

Independent Accountant's Report

To the Board of Directors of ResCare, Inc.

We have examined management's assertions that the accompanying Provisional Indirect Cost Rates Schedule (the "Schedule") of ResCare Workforce Services[1] ("RWS" or the "Company"), a wholly owned subsidiary of ResCare, Inc., for the fiscal year ending December 31, 2019 is presented in accordance with the criteria set forth in the Company's representation letter dated May 31, 2019. The Company's management is responsible for the assertions. Our responsibility is to express an opinion on management's assertions regarding the Company's Schedule based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence supporting management's assertions and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

In our opinion, management's assertions regarding the Company's Schedule referred to above are fairly stated, in all material respects, based on the following criteria:

- ✓ The Schedule was prepared in conformance with Federal Acquisition Regulation (FAR) 48 CFR 31 "Contract Cost Principles and Procedures," and other applicable regulations,
- ✓ Estimated costs used to formulate the Schedule are based on management's estimate of expected events and operations, and are consistent with budgets, forecasts, or operating plans prepared for such periods,
- ✓ The Schedule incorporates the latest version of such budgets, forecasts, or operating plans, and any anticipated changes or modifications to such information that could affect the disclosures contained in the Schedule,
- ✓ The accounting principles used for the Schedule are consistent with the principles used in preparing the Company's historical (Final) Indirect Cost Rates,
- ✓ Cost eliminations were made to account for unallowable costs, and
- ✓ Costs that have been treated as direct costs have not been included as indirect costs in the cost pools within the Schedule.

[1] The audit entity is doing business as "ResCare Workforce Services", however, the legal name of the audit entity is Arbor E&T, LLC.

ML WEEKES & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS

41 UNIVERSITY DRIVE
SUITE 400
NEWTOWN, PA 18940

TEL: (215) 579-8555
FAX: (215) 579-1752

This report is intended solely for the information and use of the ResCare Board of Directors, ResCare, Inc. and ResCare Workforce Services management, and pass-through entities (contracting organizations) and is not intended to be and should not be used by anyone other than these specified parties.

ML Weekes & Company, PC

Newtown, PA
May 31, 2019

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Description	Total Amount	Program Support*	Administrative Support*
ResCare Workforce Services (RWS) Overhead Pool	$ 18,594,906	N/A	N/A
Base	$ 179,002,744	N/A	N/A
Combined RWS Overhead Rate	10.39%		
WIOA Programs Only:			
ResCare Workforce Services (RWS) Overhead Pool	$ 18,482,048	$ 16,171,459	$ 2,310,590
Base	$ 179,002,744	$ 179,002,744	$ 179,002,744
Combined RWS Overhead Rate - WIOA Only	10.33%	9.03%	1.30%

** Administrative & Program Classifications only required for WIOA Programs.*

Note 1 - In accordance with DOL guidance letter 5-06, the executive salaries in excess of $192,300 were removed from the indirect pools.

ResCare Workforce Services
Career Centers
Notes to the Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Note 1. Organization and Operations

ResCare Workforce Services, ("RWS" or the "Company"), a wholly owned subsidiary of ResCare Inc., is a company that assists thousands of people annually, including welfare recipients, young people and people who have been laid off or have special barriers to employment, to transition into the workforce and become productive employees. The job training and placement operation is based in Louisville, KY, and has locations in 31 states.

Workforce development has been RWS' sole business since 1968, successfully operating a wide range of programs under nine pieces of federal legislation and repeatedly demonstrating expertise in customizing core program components and RWS-developed innovations to meet unique local needs.

RWS matches job seekers with employers. RWS contracts with local, city and state government, workforce development boards, and other non-profits to prepare people for work and then place them in jobs, specifically job seekers who have significant barriers to employment, have lost their job or are just entering the workforce. RWS is a leader in workforce services and, as a result, is one of the largest private providers of workforce services in the U.S. RWS operates government funded career centers. The government funded services include offering information on the local labor market, vocational assessments, career counseling, workshops to prepare people for success in the job market, referrals to occupational skill training for high-demand occupations, job search assistance, job placement and help with job retention and career advancement. In addition to job seekers, these centers serve the business community by providing job matching, screening, referral, and other specialized services for employers.

As of December 31, 2018, ResCare, Inc. was a wholly owned subsidiary of Onex ResCare Holdings Corp. ("Holdings"), which in turn, is owned by the Onex Investors, certain co-investors and members of our management team.

On March 5, 2019, Onex Investors completed an agreement whereby affiliates of investment funds of Kohlberg Kravis Roberts & Co. L.P. in conjunction with Walgreens Boots Alliance Inc. acquired the outstanding stock of Holdings.

Note 2. Basis of Accounting and Description of Accounting Systems

The Company's policy is to prepare its Provisional Indirect Cost Rates Schedule on the basis of accounting practices prescribed by the Federal Acquisition Regulation [48 CFR 31] "Contract Cost Principles and Procedures." As prescribed by FAR Part 31, certain costs were eliminated from the Schedule and classified as unallowable costs. Accordingly, the abovementioned statements are not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States.

ResCare Workforce Services
Career Centers
Notes to the Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

ResCare Workforce Services (RWS) Overhead (OH) Pool

The OH pooled expenses represent the common costs associated with the overall management of the RWS business. The OH pool reflects the costs of management operational activities located in Louisville, KY, as well as the costs of management operational activities in several regional offices. The OH pool includes expense items such as salaries & wages, facilities, supplies & equipment, data processing, and other miscellaneous expenses. The OH pool expenses include allocable general and administrative home office costs from ResCare's corporate operations.

Workforce Innovation and Opportunity Act (WIOA), Final Administrative Cost Rules regarding Indirect Cost Classifications

The US Department of Labor (DOL)/Employment & Training Administration issued a July 22, 2014 final rule addressing WIOA Administrative Costs [20 CFR 683.200]. The WIOA administrative costs rule was very similar to the TANF administrative costs rule especially related to the treatment of cost incurred by contractors, wherein the entire costs of the contracts should assume the nature of the service (program or administrative). The Workforce Investment Act (WIA) preamble to the final rule states in part:

> *"...thus incidental administrative costs incurred by a contractor whose contract's intended purpose is to provide identifiable program services do not have to be identified, broken out from other costs incurred under the contract, and tracked against the administrative cost limitation. Costs incurred under contracts whose intended purpose is administrative have to be charged to the administrative cost category."*

However, the WIOA rule separates One-Stop operators from service contractors and compels One-Stop operator contractors to segregate program and administrative costs. Unlike TANF, WIOA administrative cost rules do not consider all indirect costs to be administrative in nature, as expressed in Section 683.215(c)(3): *"Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost."*

Consequently, within the context of the Provisional Indirect Cost Rates, RWS has provided a further segregation of its cost pools into Administration and Program in accordance with the definition of the costs of administration expressed in the WIOA final rules. This further classification would apply only to the WIOA funding streams of contracts where RWS is the One-Stop Operator. If RWS is not the One-Stop Operator, in accordance with WIOA final rules, all costs are considered program, unless the function and intent of the contract is administration in nature.

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Department of Labor (DOL), Education and Training Administration Salary and Bonus Limitation

On June 15, 2006, Public Law 109-234 was enacted. Section 7013 of the law limits salary and bonus compensation for individuals paid through appropriations under the DOL Employment and Training Administration as either direct or indirect costs to the Federal Executive Level II amount. For any funds appropriated in Fiscal Year 2019, the limitation is $192,300. This limitation was also expressed in DOL guidance 5-06 which was issued on August 15, 2006 in response to the enacting of Public Law 109-234. As a result of this limitation, a separate WIOA rate has been calculated that excludes any portion of compensation in indirect cost pools exceeding the specified threshold.

Accounting records are maintained on an integrated job cost system. Each project is assigned a job number so that detailed costs can be maintained and accumulated. The OH cost pool is allocated to final cost objectives (projects) based on total direct dollars incurred, excluding pass-through expenses.

ResCare Workforce Services
List of Pass-Through Entities (Contracting Organizations)
For the Fiscal Year Ending December 31, 2019

Pass-Through Entities
Arizona Department of Economic Security
Atlanta Regional Workforce Development Board (ARWDB)
Atlantic County Office of Workforce Development
Benton Franklin Workforce Development Council
Berks County Workforce Investment Board
Bluegrass Area Development District
Board of County Commissioners of Franklin County
Bucks County Workforce Investment Board, Inc.
Capital Area Workforce Development Consortium
Capital Region Workforce Partnership
Career Source South Florida
Catawba Regional Council of Governments
Central Midlands COG
Central Oklahoma Workforce lnvestment Area
Central Pennsylvania Workforce Development Corporation
Centralina Workforce Development Cosortium
Charlotte Works
Chicago Cook Workforce Partnership
City & County of Denver: Division of Workforce Development, A Division of the Office of Economic Development and the Denver Workforce Development Board
City of Greensboro: Greensboro High Point Guilford County Workforce Development Consortium
City of Lincoln
City of Los Angeles, Economic and Workforce Development Department (EWDD)
City of New Orleans
City of New York, Department of Social Services/Human Resources Administration
Commonwealth of Pennsylvania, Department of Public Welfare
Concho Valley Workforce Development Board
County of Allegheny, Department of Human Services
County of Los Angeles
County of Meckelenburg, Department of Social Services
County of Orange
County of Riverside
County of San Diego
Dallas County Local Workforce Development Board, Inc.
Delgado Community College Department of Workforce Development
State of Oregon, Department of Human Services
Eastern Indiana Works / ASG

ResCare Workforce Services
List of Pass-Through Entities (Contracting Organizations)
For the Fiscal Year Ending December 31, 2019

Pass-Through Entities
Fresno Regional Workforce Investment Baord
Green River Area Development District
Greenville County
Hamilton County, Department of Job & Family Services
Heartland Workforce Solutions
High Country Council of Governments
Hospitality Training Academy (HTA)
Houston-Galveston Area Council
Hunt Gibbs Boh Metro a Joint Venture
Incite, Inc.
Indianapolis Private Industry Council, Inc.
Lackawanna County
Little Rock Workforce Development Board
Luzerne/Schuylkill Workforce Investment Board, Inc.
Maricopa County
County of Mercer
Monterey County WDB
Montgomery County Dept Job & Family Services
Montgomery County Economic and Workforce Development
Montgomery County, MD, Dept of Health & Human Services
Nebraska Administrative Office of Probation
Nebraska Department of Health and Human Services Division of Children and Family Services
New Orleans Business Alliance
New York City, Human Resources Administration
North Central Texas Council of Governments
Northwest Oregon Works
Northwest Piedmont Workforce Development Board
Northwest Workforce Development Board
NYC Department of Small Business Services
Pacific Mountain Workforce Development
Partner4Work
Pee Dee Regional Council of Governments
Pinal County
Rogue Workforce Partnership
Rural Capital Area Workforce Development Board, Inc.
San Diego Workforce Partnership, Inc.
Santa Barbara County
SC Department of Social Services

ResCare Workforce Services
List of Pass-Through Entities (Contracting Organizations)
For the Fiscal Year Ending December 31, 2019

Pass-Through Entities
SCPA Works South Central Workforce Development Board
South Bay Workforce Investment Board, Inc.
South Central Kentucky Workforce Development Board
South Central Workforce Investment Board
Southwest Workforce Development Board
State of Colorado, Department of Health Care Policy and Financing
State of Hawaii, Department of Human Services
State of Missouri
State of Rhode Island Department of Human Services
State of South Carolina, Department of Social Services
State of Washington, Dept of Social and Health Services
State of Wisconsin, Dept of Children & Families
State of Wisconsin, Department of Health Services
SWGA WorkSource
Tennessee Department of Human Services
The Greater Louisville Workforce Development Board, Inc. d/b/a/ KentuckianaWorks
The Trustees of Fayetteville Technical Community College
Upstate Workforce Investment Board, Spartanburg County
Venango County Commissioners
Westmoreland-Fayette Workforce Investment Board
Williamette Workforce Partnership
Workforce Alliance
WorkForce Central
Workforce Connections, Las Vegas, Nevada
Workforce Development Board of Central Ohio
Workforce Development Council of Snohomish County dba Workforce Snohomish
Workforce Solutions Alamo
Workforce Solutions Brazos Valley Board
Workforce Solutions for North Central Pennsylvania
Workforce Solutions for South Texas
Workforce Solutions North Texas
Workforce Solutions Permian Basin
Workforce Southwest Washington
Yuma Private Industry Council, Inc.

ResCare Workforce Services
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Provisional Indirect Cost Rates
For the Fiscal Year Ending December 31, 2019

RESCARE WORKFORCE SERVICES
PROPRIETARY INFORMATION

This document contains company confidential proprietary information of ResCare Workforce Services. Neither this document nor its contents shall be disclosed outside the recipient organization, nor be duplicated or used in whole or in part within such organization for any purpose other than to evaluate the data set forth therein.

ResCare Workforce Services
Career Centers
Fiscal Year 2019 Provisional Indirect Cost Rates

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ResCare Workforce Services
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Company Statement of Function and Benefit

ResCare Workforce Services, ("RWS" or the "Company"), a wholly owned subsidiary of ResCare Inc., is a company that assists thousands of people annually, including welfare recipients, young people and people who have been laid off or have special barriers to employment, to transition into the workforce and become productive employees. The job training and placement operation is based in Louisville, KY, and has locations in 31 states.

Workforce development has been RWS' sole business since 1968, successfully operating a wide range of programs under nine pieces of federal legislation and repeatedly demonstrating expertise in customizing core program components and RWS-developed innovations to meet unique local needs.

RWS matches job seekers with employers. RWS contracts with local, city and state government, workforce development boards, and other non-profits to prepare people for work and then place them in jobs, specifically job seekers who have significant barriers to employment, have lost their job or are just entering the workforce. RWS is a leader in workforce services and, as a result, is one of the largest private providers of workforce services in the U.S. RWS operates government funded career centers. The government funded services include offering information on the local labor market, vocational assessments, career counseling, workshops to prepare people for success in the job market, referrals to occupational skill training for high-demand occupations, job search assistance, job placement and help with job retention and career advancement. In addition to job seekers, these centers serve the business community by providing job matching, screening, referral, and other specialized services for employers.

As of December 31, 2018, ResCare, Inc. was a wholly owned subsidiary of Onex ResCare Holdings Corp. ("Holdings"), which in turn, is owned by the Onex Investors, certain co-investors and members of our management team.

On March 5, 2019, Onex Investors completed an agreement whereby affiliates of investment funds of Kohlberg Kravis Roberts & Co. L.P. in conjunction with Walgreens Boots Alliance Inc. acquired the outstanding stock of Holdings.

RWS offers a number of programs and services including:

Welfare Services
Services include intensive assessment, case management, work readiness, life management skills, motivation enhancement, subsidized work experience, occupational skills training, job development, job search assistance, job placement, job retention and career advancement. The emphasis is on work: obtaining, retaining and advancing in a job with a good future.

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Youth Services
All RWS youth programs incorporate the required 14 program elements for youth specified in the Workforce Innovation and Opportunity Act (WIOA), as well as assessment, counseling and case management. Out-of-school programs also include work readiness, life skills, work experience, skills training, job placement, job retention and career advancement. In-school programs focus on drop-out prevention, academic enrichment, work-based learning, career exploration, job shadowing, internships and work experience.

Adult Services
RWS offers one-stop services to dislocated workers and disadvantaged adults with multiple barriers to employment. These include the full gamut of core, intensive and training services. Training services are available in both the classroom and on the job. On-the-job training (OJT) involves employers who hire and then train RWS participants. Employers are reimbursed for the costs of training with the understanding that participants who successfully complete training will be retained in long-term employment.

RWS is currently performing several state and local government contracts principally funded by the US Department of Health and Human Services, the US Department of Labor and the US Department of Agriculture. As a function of these contracts, an indirect cost rate is required to support the distribution of indirect costs to these federally funded contracts.

Company Cost Accumulation Policies

Salaries and Wages
Direct: The majority of RWS'employees direct charge their salary costs to contracts since their work is specifically identifiable to specific cost objectives. The charges are supported by auditable time records which reflect the actual activities of employees.

Indirect: Divisional and regional managerial staff departments charge the majority of their salary costs indirectly to an administrative department for further allocation to specific contracts.

Direct and Indirect: The distinction between direct and indirect is based primarily on the function of the employee or duties of the position. For example, when personnel are performing functions that are necessary and beneficial to the overall operations of the division or region, the labor costs are treated as indirect. When functions are specific to one project or contract, the costs are treated as direct because the effort can be identified with a single cost objective.

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Auditable time records which reflect the actual activities of employees are maintained to support the mix of direct/indirect charges. The time records are certified by each employee's supervisor.

Release time costs (vacation leave earned, sick leave used, and holiday pay) are considered part of salary costs. RWS' accounting system records release time as a direct or indirect cost in the same manner that salary costs are recorded.

Fringe Benefits
RWS contributes to the following fringe benefits for its employees: unemployment insurance, workers' compensation, F.I.C.A., medical insurance, life insurance, short and long-term disability insurance, educational assistance and a §401(k) feature. RWS also has a paid time off (PTO) policy and makes medical and dependent care reimbursement programs available under its benefit plan umbrella.

Travel
Travel costs are charged as a direct cost or an indirect cost depending upon the predominant purpose of the trip. Costs incurred for travel are supported by auditable travel vouchers.

Supplies and Materials
To the maximum extent possible, office supplies and materials are direct charged to the contract/grant which uses the supplies or materials. Supplies and materials of a general nature and those which can not be directly charged to specific cost objectives are allocated to contracts through indirect costs pools.

Occupancy Expenses
Building and improvement depreciation, maintenance, utility and rental costs are direct costs or indirect costs depending upon the predominant purpose or usage of the costs.

Communications
The cost of telephone services are charged either directly to contracts or indirectly based upon whether a direct or indirect activity benefits from the transmission.

Printing
Printing expenses are charged to the benefiting activity.

Outside Services
RWS incurs outside service costs for its annual audit, legal fees, and for staff development specialists and consultants. In general, accounting, legal, consultant and other service fees are charged directly to the benefiting division or activity. Service fees that are not identifiable to specific direct programs are charged indirectly.

ResCare Workforce Services
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Capital Items
Capital expenditures are charged directly to projects or contracts (and immediately expensed) when authorized. The acquisition cost of capital items assigned to indirect accounts is recovered through depreciation expense.

Depreciation/Amortization Costs
The cost of capital items which are used in a manner which benefits Federal programs is recovered through depreciation. RWS recovers the cost of capital items using the straight line depreciation method over the estimated useful life of the asset in accordance with generally accepted accounting principles. Depreciation charges are allocated based on the department and/or individual user of the capital item. The cost of intangible assets which benefits federal programs is recovered through amortization. RWS recovers the cost of the intangible assets over the estimated asset's useful life of the asset in accordance with generally accepted accounting principles. Amortization costs are allocated on the same basis as depreciation.

Unallowable Costs
RWS recognizes that the following costs are unallowable charges to Federal awards and has internal controls in place to ensure that such costs are not charged to Federal awards:

- Lobbying costs,
- Advertising costs (other than for recruitment of staff or for the disposal of property),
- Contributions and donations,
- Bad debts,
- Contingencies,
- Alcohol,
- Entertainment costs,
- Goodwill,
- Fines and penalties, and
- Defense of fraud and other unallowable proceedings.

RWS also recognizes cost limitations on certain types of compensation, travel, relocation, membership dues and employee awards.

Descriptions of Indirect Pools & Allocation Methods

ResCare Workforce Services (RWS) Combined Overhead (OH) Pool
The OH pooled expenses represent the common costs associated with the overall management of the RWS business. The OH pool reflects the costs of management operational activities located in Louisville, KY, as well as the costs of management operational activities in several regional offices. The OH pool includes expense items such as salaries & wages, facilities, supplies & equipment, data processing, and other miscellaneous expenses. The OH pool expenses include allocable general and administrative home office costs from ResCare's corporate operations.

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The OH pool conforms to the allowable "Cost Principles" prescribed by the Federal Acquisition Regulations (FAR) Part 31. The OH pool expenses are allocated to final cost objectives based on total direct project (contract) dollars incurred.

Cost Accounting Practices and Cost Classification Determination

Cost Accounting Practices
RWS is a commercial organization which performs federally funded state and local government contracts. As a commercial organization RWS has adopted cost accounting policies and practices that continually remain consistent with the Federal Acquisition Regulation (FAR) Part 31 cost principles and certain requirements of the Cost Accounting Standards as promulgated by the Cost Accounting Standards Board.

As described in a previous section, RWS accumulates indirect costs by logical cost groupings aligned with its functional and geographical activities. Consistent with the accounting hierarchy of U.S. GAAP, FAR and CAS, these indirect cost pools have traditionally been recognized as a grouping of homogeneous activities allocated to cost objectives in reasonable proportion to the beneficial or causal relationship of the pooled costs to cost objectives.

Cost Classification Determination
In regard to the classification of costs, most indirect expenses are deemed to be "directly associated costs" of the direct cost activity. FAR 31.001 states: *"Directly associated cost means any cost which is generated solely as a result of the incurrence of another cost, and which would not have been incurred had the other cost not been incurred."*

Furthermore, FAR 31.203 "Indirect Costs" stipulates that:

> *"Once an appropriate base for distributing indirect costs has been accepted, it shall not be fragmented by removing individual elements. All items properly includable in an indirect cost base should bear a pro rata share of indirect costs irrespective of their acceptance as Government contract costs. For example, when a cost input base is used for the distribution of G&A costs, all items that would properly be part of the cost input base, whether allowable or unallowable, shall be included in the base and bear their pro rata share of G&A costs." (underscoring added)*

This FAR rule is generally interpreted to mean that the (indirect) portion of costs corresponding to the (direct) unallowable portion of the base becomes itself unallowable. This rule would also extend to all other classification of costs. For example, direct training costs will receive its allocable share of overhead and G&A costs and those indirect costs become themselves training costs.

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Consistent with the FAR classification rule, RWS has continually recognized that allocable indirect costs will follow the associated cost classification within the cost objective and thus assume the nature (classification) of that final cost objective.

Temporary Assistance for Needy Families (TANF) Final Administrative Cost Rules regarding Indirect Costs Classifications

The US Dept. of Health & Human Services (DHHS)/Administration for Children and Families issued an April 12, 1999 final rule addressing TANF Administrative Costs [45 CFR Part 263]. The final rule defines administrative costs and states, in part:

> *"The term administrative costs means costs necessary for the proper administration of the TANF program ... (1) It excludes direct costs of providing program services ... It also excludes costs for contracts devoted entirely to such activities. (2) It includes costs for general administration and coordination of these programs, including contract costs and all indirect (or overhead) costs."*

Although concluding that all indirect costs were considered administrative in nature, DHHS expounded on the issue of administrative costs related to 'Costs Incurred by Contractors' within the preamble to the final rule stating:

> *"We have decided that States (or subrecipients) should be able to determine the administrative costs associated with contracts and subcontracts based on the function or nature of the contract ... We believe that, once a particular function is determined to be either administrative or programmatic, that characterization does not vary based on the nature or identity of the service provider. Therefore, if a contract is for a singular administrative or programmatic service, the final rules would treat the entire contract price as an administrative or programmatic cost, respectively. A State (or subrecipient) would not need to further itemize the contract costs or consider the individual cost components used to support the contract price."*

Consistent with the TANF and FAR classification rules, RWS has continually recognized their service contracts to be programmatic in nature and thus consider all allocable and allowable indirect costs to TANF funded contracts assume the nature (classification) of that final cost objective (program related).

Workforce Innovation and Opportunity Act (WIOA), Final Administrative Cost Rules regarding Indirect Cost Classifications

The US Department of Labor (DOL)/Employment & Training Administration issued a July 22, 2014 final rule addressing WIOA Administrative Costs [20 CFR 683.200]. The

ResCare Workforce Services
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Fiscal Year 2019 Provisional Indirect Cost Rates

WIOA administrative costs rule was very similar to the TANF administrative costs rule especially related to the treatment of cost incurred by contractors, wherein the entire costs of the contracts should assume the nature of the service (program or administrative). The WIA preamble to the final rule states in part:

> *"…thus incidental administrative costs incurred by a contractor whose contract's intended purpose is to provide identifiable program services do not have to be identified, broken out from other costs incurred under the contract, and tracked against the administrative cost limitation. Costs incurred under contracts whose intended purpose is administrative have to be charged to the administrative cost category."*

However, the WIOA rule separates One-Stop operators from service contractors and compels One-Stop operator contractors to segregate program and administrative costs. Unlike TANF, WIOA administrative cost rules do not consider all indirect costs to be administrative in nature, as expressed in Section 683.215(c)(3): *"Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost."*

Consequently, within the context of the Provisional Indirect Cost Rates, RWS has provided a further segregation of its cost pools into Administration and Program in accordance with the definition of the costs of administration expressed in the WIOA final rules. This further classification would apply only to the WIOA funding streams of contracts where RWS is the One-Stop Operator. If RWS is not the One-Stop Operator, in accordance with WIOA final rules, all costs are considered program, unless the function and intent of the contract is administration in nature.

Furthermore, in accordance with Section 683.205(a)(4), administrative costs borne by other sources of funds are not included in the administrative cost limit calculation. Since RWS' indirect cost pool supports multiple funds, RWS first determines what portion of the indirect cost base benefits each fund for equitable distribution among all. Once the WIOA funds are isolated, RWS reviews each staff position and their role in supporting WIOA funds. For those individuals who provide indirect support to projects where RWS is deemed the One Stop Operator, RWS reviews the functions that would be classified as "administrative" per CFR 683.215(b). If the functions are defined as administrative, RWS identifies a portion of the individual salary as "administrative" under WIOA. Using the methodology provided in the One-Stop Comprehensive Financial Management Technical Assistance Guide Part II Updated July, 2011 on page II-5-6, RWS determines the Administrative/Program split to be 12.50% and have applied this to all remaining costs in the indirect pool.

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Department of Labor (DOL), Education and Training Administration Salary and Bonus Limitation

On June 15, 2006, Public Law 109-234 was enacted. Section 7013 of the law limits salary and bonus compensation for individuals paid through appropriations under the DOL, Employment and Training Administration as either direct or indirect costs to the Federal Executive Level II amount. Any funds appropriated in Fiscal Year 2019, the limitation is $192,300. This limitation was also expressed in DOL guidance 5-06 which was issued on August 15, 2006 in response to the enacting of Public Law 109-234. As a result of this limitation, a separate WIOA rate has been calculated that excludes any portion of compensation in indirect cost pools exceeding the specified threshold.

ResCare Workforce Services
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Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule A

Description	Total Amount	Program Support*	Administrative Support*	Reference
ResCare Workforce Services (RWS) Overhead Pool	$ 18,594,906	N/A	N/A	Sch. B
Base	$ 179,002,744	N/A	N/A	Sch. C
Combined RWS Overhead Rate	10.39%			
WIOA Programs Only:				Note 1
ResCare Workforce Services (RWS) Overhead Pool	$ 18,482,048	$ 16,171,459	$ 2,310,590	Sch. B
Base	$ 179,002,744	$ 179,002,744	$ 179,002,744	Sch. C
Combined RWS Overhead Rate - WIOA Only	10.33%	9.03%	1.30%	

** Administrative & Program Classifications only required for WIOA Programs.*

Note 1 - In accordance with DOL guidance letter 5-06, the executive salaries in excess of $192,300 were removed from the indirect pools.

ResCare Workforce Services Private Data

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Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule B
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RWS Administration Overhead Pool

Description	RWS OH Expenses	Voluntary Eliminations	Net Expenses	Program Classification	Administrative Classification	Notes/Reference
Wage Expenses						
Regular Base Pay Wages	$ 3,929,277	$ -	$ 3,929,277	$ 3,438,046	$ 491,231	Actual Admin Salaries = 12.50%
Incentive Bonus Wages	432,227	-	432,227	378,191	54,036	12.50% Admin
Subtotal	$ 4,361,504	$ -	$ 4,361,504	$ 3,816,237	$ 545,267	
Taxes						
FICA	$ 365,156	$ -	$ 365,156	$ 319,505	$ 45,651	12.50% Admin
Federal Unemployment	15,212	-	15,212	13,310	1,902	12.50% Admin
State Unemployment	46,744	-	46,744	40,900	5,844	12.50% Admin
Subtotal	$ 427,112	$ -	$ 427,112	$ 373,715	$ 53,397	
Employee Benefits						
Medical/Hospital Insurance	$ 188,029	$ -	$ 188,029	$ 164,522	$ 23,507	12.50% Admin
Life Ins. AD&D	3,982	-	3,982	3,484	498	12.50% Admin
LTD/LOT	11,182	-	11,182	9,784	1,398	12.50% Admin
Workers Compensation	151,780	-	151,780	132,805	18,975	12.50% Admin
Other Benefits	(87,659)	-	(87,659)	(76,700)	(10,959)	12.50% Admin
Subtotal	$ 267,314	$ -	$ 267,314	$ 233,895	$ 33,419	
Travel & Entertainment						
Travel Lodging	$ 1,128,500	$ 203,130	$ 925,370	$ 809,682	$ 115,688	12.50% Admin
Employee Mileage	12,000	-	12,000	10,500	1,500	12.50% Admin
Subtotal	$ 1,140,500	$ 203,130	$ 937,370	$ 820,182	$ 117,188	
Depreciation						
Equipment Depreciation	$ 9,510	$ -	$ 9,510	$ 8,321	$ 1,189	12.50% Admin
Furniture and Fixtures	634	-	634	555	79	12.50% Admin
Subtotal	$ 10,144	$ -	$ 10,144	$ 8,876	$ 1,268	
Maintenance & Repairs						
Buildings M&R	$ 106,000	$ -	$ 106,000	$ 92,748	$ 13,252	12.50% Admin
Subtotal	$ 106,000	$ -	$ 106,000	$ 92,748	$ 13,252	
Utilities						
Electric	$ 2,400	$ -	$ 2,400	$ 2,100	$ 300	12.50% Admin
Subtotal	$ 2,400	$ -	$ 2,400	$ 2,100	$ 300	
Insurance						
Fleet Insurance	$ -	$ -	$ -	$ -	$ -	12.50% Admin
Property Insurance	5,444	-	5,444	4,763	681	12.50% Admin
Subtotal	$ 5,444	$ -	$ 5,444	$ 4,763	$ 681	
Communications						
Telephone	$ 58,080	$ -	$ 58,080	$ 50,819	$ 7,261	12.50% Admin
Subtotal	$ 58,080	$ -	$ 58,080	$ 50,819	$ 7,261	
Rent and Lease						
Land and building	$ 64,815	$ -	$ 64,815	$ 56,712	$ 8,103	12.50% Admin
Mach & Equipment Rent/Lease - Long	7,452	-	7,452	6,520	932	12.50% Admin
Subtotal	$ 72,267	$ -	$ 72,267	$ 63,232	$ 9,035	
Public Relations						
Advertising - Help Wanted	$ 74,000	$ -	$ 74,000	$ 64,749	$ 9,251	12.50% Admin
Subtotal	$ 74,000	$ -	$ 74,000	$ 64,749	$ 9,251	
Supplies						
Other	$ 12,000	-	12,000	10,500	1,500	12.50% Admin
Subtotal	$ 12,000	$ -	$ 12,000	$ 10,500	$ 1,500	
Taxes & Licenses						
State Income Taxes	$ 319,000	$ -	$ 319,000	$ 279,119	$ 39,881	12.50% Admin
Real Property Taxes	77,000	-	77,000	67,374	9,626	12.50% Admin
Subtotal	$ 396,000	$ -	$ 396,000	$ 346,493	$ 49,507	
Professional services						
Payroll services	$ 43,120	$ -	$ 43,120	$ 37,729	$ 5,391	12.50% Admin
Consultants	1,184,800	-	1,184,800	1,036,679	148,121	12.50% Admin
Subtotal	$ 1,227,920	$ -	$ 1,227,920	$ 1,074,408	$ 153,512	
Services Other						
Serv Other Misc	$ 727,581	$ 109,137	$ 618,444	$ 541,127	$ 77,317	12.50% Admin
Subtotal	$ 727,581	$ 109,137	$ 618,444	$ 541,127	$ 77,317	

ResCare Workforce Service Private Data

ResCare Workforce Services
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Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule B
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RWS Administration Overhead Pool

Description	RWS OH Expenses	Voluntary Eliminations	Net Expenses	Program Classification	Administrative Classification	Notes/Reference
Amortization	$ 383,500	$ 383,500	$ -	$ -	$ -	12.50% Admin
Allocations						
Corp G&A Home Ofc Allocation	$ 10,018,907	$ -	$ 10,018,907	$ 8,766,362	$ 1,252,544	12.50% Admin
Subtotal	$ 10,018,907	$ -	$ 10,018,907	$ 8,766,362	$ 1,252,544	
Total Expenses	$ 19,290,673	$ 695,767	$ 18,594,906	$ 16,270,207	$ 2,324,699	
DOL Salary Cap Disallowance	$ -	$ 112,857	$ (112,857)	$ (98,748)	$ (14,109)	Per DOL - WIOA programs only
Total Adjusted Expenses For WIOA only	$ 19,290,673	$ 808,624	$ 18,482,048	$ 16,171,459	$ 2,310,590	

ResCare Workforce Service Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule C
1 of 3

Schedule of Direct Project Costs

Description	Overhead Base	Ref
RWS ARBE NEW YORK ADMI	$ 324	
RWS DOUGLAS NEW BUSINE	19,846,960	
RWS TX PERM BASIN ONE STP	1,543,324	
RWS PA LUZERNE COUNTY YTH	793,490	
RWS IN INDIANAPOLIS WORK1	1,090,222	
RWS SC TANF JUMP REG2	989	
RWS OK S CNTRL WIB	588,687	
RWS CA RIVERSIDE MORENO VALLEY	607,233	
RWS CA RIVERSIDE PERRIS YOUTH	610,148	
RWS CA RIVERSIDE INDIO YOUTH	609,424	
RWS CO ARG CO DISAB LOC	894,243	
RWS ACTION REVIEW GROUP	1,409,099	
RWS PA SCPA CO TEEN WRKS OSY/ISY	473,151	
RWS TX DALLAS YOUTH	860,243	
RWS TX DALLAS WRKFCE SOL 1STP	7,892,919	
RWS SC SPART SC WORKS UPSTATE	1,011,926	
RWS AR LITTLE ROCK WORKFRCE	397,407	
RWS HI HAWAII CHILDCARE	2,195,275	
RWS MD MNTGMRY EMPLY SVCS	1,114,444	
RWS SC TANF JUMP REGION 1	963	
RWS SC TANF JUMMP REGION 4	767	
RWS PA BUCKS COUNTY YOUTH	481,343	
RWS CA SAN DIEGO SOUTH CR CTRS	305	
RWS CA OCEANSIDE SAN DIEGO N CAREER CTRS	(305)	
RWS TX CONCHO VALLEY 1STOP	1,418,611	
RWS NC MECK WFB YOUTH	376	
RWS NC MECK TANF CM SRVCS	(661)	
RWS OH DAYTON SWOP	52,037	
RWS NJ MERCER CO TANF	120,609	
RWS NJ DOL/WKFRC MERCER TANF	23,456	
RWS PA BERKS COUNTY	535,942	
RWS PA WESTMRLD FAYETTE	167,201	
RWS PA TRWIB	170,982	
RWS FL HIALEAH GRDNS REFUGEE	109,575	
RWS WI FSET REGION 3	673,730	
RWS CA FRESNO WIB YTH SRVCS	837,979	
RWS OH FRANKLIN CNTY	2,513,472	
RWS CA CANOGA PK WRKSRCE	597,596	
RWS CA SAN DIEGO CALWORKS	4,194,664	
RWS PA LANCASTER TEEN PREGNANCY	244	
RWS PA LANCASTER TEEN WORKS	990	
RWS TX RURAL CAP WF ONESTP	3,354,045	
RWS CA ORNGE CNTY JS & ES TANF	9,008,266	
RWS SC PEE DEE WIA DW	114	
RWS SC CATAWBA 1STP OPER AD	369,189	
RWS SC CATAWBA 1STP OPER DW	283,393	
RWS WA VANCVR COWLITZ/WHKKM RP	153,190	
RWS SC PEE DEE WIA AD	(114)	
RWS PA BERKS CO SMMR YOUTH	438,547	
RWS TX NORTH TX ONE STOP	1,423,103	
RWS WA VANCVR CLARK CNTY	530,168	
RWS VA HENRICO CAP AREA	686,906	
RWS PA PITTSBURG SUMMER YTH	55,900	
RWS LA NOLA ADULT AND YTH	2,084,741	
RWS OH DAYTON YOUTH	101,378	
RWS WA TACOMA CAREER CONNECT	72,687	
RWS WI W-2 SOUTHEAST	3,250,737	
RWS NY NYC B2W	153	
RWS NY NYC JOBS PLUS	843,865	
RWS NC RALEIGH CAPITAL AREA	2,235,121	
RWS NC CENTRALINA	2,451,242	
RWS SC CATAWBA OSY	298,030	
RWS PA MONTGOMERY COUNTY	54	
RWS KY KW LOUISVILLE	1,931,156	

ResCare Workforce Services Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule C
2 of 3

Schedule of Direct Project Costs

Description	Overhead Base	Ref
RWS NY NYC HUNTS POINT ONE STOP	743,211	
RWS WI FSET REGION 1	2,011,417	
RWS OH HAMILTON YOUTH	372,667	
RWS OR SALEM WIA	1,190,479	
RWS NJ MERCER CO TANF JOB SRCH	21,358	
RWS NE NEBRASKA PROBATION	357,487	
RWS NC GUILFORD- GREENSBORO	983,503	
RWS PA MNTGMRY CO NORRISTWN	83,400	
RWS WI FSET REGION 2	8,487,188	
RWS CA READY TO WORK	(135)	
RWS CA CANOGA PARK TSE	10,000	
RWS WA TACOMA YOUTH	647,728	
RWS AR LITTLE ROCK YOUTHBUILD	229,039	
RWS FL HIALEAH CITY ONE STOP 1ST AVE	404,803	
RWS NY NYC BRONX ONE STOP	3,538,671	
RWS AR LITTLE ROCK PROMISE GRANT	179	
RWS OR MEDFORD ONE STOP	1,220,178	
RWS NV NEVADA ONE STOP	1,202,094	
RWS OR MEDFORD TANF	1,042,099	
RWS TX NORTH CENTRAL TX CHILD CARE	2,651,844	
RWS CA NELA BOYLE HEIGHTS	536,648	
RWS OR MEDFORD TANF OFSET	217	
RWS TX N CENTRAL TX ONE STOP SERVICES	5,559,324	
RWS CA FRESNO YOUTH OFFENDER	140,459	
RWS NE NEBRASKA TANF	8,023,145	
RWS PA SO CENT PA TANF SUMMARY YOUTH	12	
RWS WA SNOHOMISH - WIOA YOUTH	345,874	
RWS TX PERM BASIN CHILD CARE	821,698	
RWS MO SOUTH CENTRAL	257,838	
RWS WA VANCVR CAREER LINK	(28)	
RWS PA CENTRAL PA YOUTH	102	
RWS AZ MARICOPA YOUTH	544,568	
RWS NE HEARTLAND ONE STOP	1,507,546	
RWS MO MISSOURI TANF REG 1 4 & 8	1,396,772	
RWS CO DENVER	1,864,582	
RWS WA PAC MOUNTAIN YOUTH	599,021	
RWS OR NORTHWEST OREGON	804,738	
RWS KY KENTUCKY BLUEGRASS	1,907,760	
RWS IL CHICAGO CAREER CENTERS A	653,265	
RWS NY BRONX WF1 VETERANS	141	
RWS IL CHICAGO COOK COUNTY AARP	70	
RWS IL CHICAGO COOK COUNTY CHA	35,534	
RWS IL CHICAGO COOK COUNTY HEALTHCARE A	450,998	
RWS WA PIERCE COUNTY BUSINESS SERVICES	886,861	
RWS WA PIERCE CNTY YOUTHWORKS	(44)	
RWS GA SW GEORGIA WIOA	1,208,656	
RWS IN INDY WRK1 RESEA	628,903	
RWS NC CHARLOTTE WORKS	2,012,488	
RWS WA VANCOUVER LEAP	(84)	
RWS WA VANCOUVER BUSINESS SOLUTIONS	88,923	
RWS NV BOULDER CITY/LAUGHLIN YTH	111,498	
RWS WA TACOMA AAI	(220)	
RWS OH MONTGOMERY TANF	134,235	
RWS PA LACKAWANNA YOUTH	373,487	
RWS SC MIDLANDS ONE STOP	1,739	
RWS ARIZONA SDA2	2,374,697	
RWS NY YOUTH PATHWAYS - BRONX	1,091,429	
RWS LAS VEGAS YOUTH	429,475	
RWS NV BOULDER CITY/LAUGHLIN ADW	103,077	
RWS NY YOUTH PATHWAYS - BROOKLYN	1,054,377	
RWS NC HIGH COUNTRY ONE STOP	284,259	
RWS OH FRANKLIN ONE STOP	1,296,913	
RWS GA ATLANTA REGION YOUTH	172,792	
RWS GA ATLANTA REGION AD/DW	1,027,097	

ResCare Workforce Services Private Data

ResCare Workforce Services
Career Centers
Provisional Indirect Cost Rates Schedule
For the Fiscal Year Ending December 31, 2019

Schedule C
3 of 3

Schedule of Direct Project Costs

Description	Overhead Base	Ref
RWS PA MNTGMRY CO TANF SUMMER YTH	86,754	
RWS-AZ YUMA ONE STOP	1,006,932	
RWS NW PA ONE STOP OPERATOR	1,751,952	
RWS NW PA ONE STOP	1,935,878	
RWS AZ PINAL COUNTY ONE STOP	770,445	
RWS OR NW OREGON TANF	210,169	
RWS WA RAPID RESPONSE IEI	(39)	
RWS CA RIVERSIDE ONE STOP	84,729	
RWS WA VANCOUVER IWT	(21)	
RWS NM LAS CRUCES ONE STOP SERVICES	1,012,367	
RWS WA VANCOUVER YOUTH	(52)	
RWS LITTLE ROCK OUR HOUSE INC	159,389	
RWS OR SALEM RETHINKING	155	
RWS NE LINCOLN ONE STOP ADULT	601,358	
RWS KY OSO LOUISVILLE CEDAR	140,835	
RWS NM SOUTHWEST OPERATOR	114,579	
RWS VA HENRICO CAP AREA ONE STOP OPERATION	188,075	
RWS WA TACOMA RISE	101	
RWS TX HOUSTON - GULF COAST CAREER SERVICES	5,210,865	
RWS IN INDY WORKONE TAA RR	200,901	
RWS WA VANCOUVER NW PROMISE	183,847	
RWS NE LINCOLN WIOA YOUTH SERVICES	702	
RWS AR LITTLE ROCK RE-ENTRY GRANT	184,468	
RWS SC TANF STARS	2,772,211	
RWS TN TENN FAMILY FIRST REG 3 & 4	1,322,385	
RWS WA PAC MOUNTAIN UPLIFT	37,316	
RWS AR LITTLE ROCK	20,440	
RWS PA TRWIB TANF YOUTH	51,408	
RWS WA PAC MOUNTAIN DISPLACED WORKER	41,656	
RWS IN INDY WRK1 EMPLOYUP	157	
RWS SC CATAWBA 17IWT09	7,252	
RWS KY OWENSBORO GREEN RIVER	315,562	
RWS WA VANCOUVER RAPID RESPONSE IEI 2	27,426	
RWS PA MONTGOMERY CO TANF	(27)	
RWS RI RHODE ISLAND TANF	1,512,647	
RWS LA NEW ORLEANS STRIVE	132,070	
RWS CA MONTEREY COUNTY ONE STOP	82,153	
RWS WA CAREER CONNECTED LEARNING	72,878	
RWS VA HENRICO CAP AREA WIF	103,756	
RWS IN WORKONE REGION 6 WIOA	1,430,344	
RWS WA VANCOUVER CAREER CONNECT	72,968	
RWS CT NEW HAVEN COUNTY ONE STOP	2,458,852	
RWS PA NORTH CENTRAL ONE STOP	1,436,730	
RWS WA VANCOUVER NEXT YOUTH	148,476	
RWS NJ ATLANTIC COUNTY TANF	346,815	
RWS NJ MERCER COUNTY TANF YOUTH	21,195	
RWS NM YOUTH CAREER ACADEMY	84	
RWS GA FULTON COUNTY WIOA	877,900	
RWS WA BENTON-FRANKLIN DW	397,028	
RWS NV MESQUITE YTH	109,068	
RWS NV MESQUITE ADW	103,014	
RWS TX BRAZOS VALLEY ONE STOP	1,482,056	
RWS OR NW OREGON HIGH CONCENTRATION YOUTH	15,019	
RWS OR NW OREGON INDUSTRY ENGAGEMENT AD/DW	28,837	
RWS SC MIDLANDS - OPERATOR	15,974	
RWS SC MIDLANDS - YOUTH	297,949	
RWS SC MIDLANDS - DW	544,090	
RWS SC MIDLANDS - ADULT	277,077	
RWS SC SPARTANBURG - WORKFORCE INNOVATION GR	46,732	
RWS FL NORTH MIAMI BEACH	597,516	
RWS FL NORTHSIDE ONE STOP	612,033	
Total	$ 179,002,744	

ResCare Workforce Services Private Data

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Board.

RWS does not have alternate language to propose.

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: 829285894

Parent Entity DUNS Number*: 070226105

Tax Identification (ID) Number: 46-0508470

Parent Entity Tax ID Number*: 61-0875371

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: Arbor E&T, LLC dba ResCare Workforce Services

Subcontractor's Physical Address: 805 North Whittington Parkway

City: Louisville

State: KY

Zip+4: 40222-7101

Congressional District: Kentucky's 3rd Congressional District

Subcontractor's Primary Performance Location:

Address: 505 S Main St.
Ste. 150

City: Las Cruces

State: NM

Zip+4: 88001-1200

Congressional District: New Mexico's 2nd Congressional District

Part II.

Executive Compensation

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

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

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

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

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

Name and Compensation

1. -- $ --

2. -- $ --

3. -- $ --

4. -- $ --

5. -- $ --

Subcontractor Contact Information (person completing form):

Mark Douglass	President	6/3/2020
Type Name	Title	Date

Entity Email Address: Mark.Douglass@rescare.com

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Offeror must complete and sign the Appendix C, Campaign Contribution Form – whether any applicable contribution has been made or not. This form must be submitted with the proposal whether an applicable contribution has been made or not.

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

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

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

The following definitions apply:

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

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

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

—OR—

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

_____ 6/3/2020
Signature Date

BUDGET AND STAFFING PLAN

Specific to this geographic area, respond to the following:

(a) Offerors must submit a Cost Response Form using Tab 1 of the Excel spreadsheet provided – Budget that sets forth the proposed budget expenditures.

(b) Using Tab 2 of the Excel spreadsheet, offerors must also provide a staffing plan showing each position's wage rate, hours per year, and percent of time to be worked under the WIOA Adult and Dislocated Worker program.

(c) The funding level for this procurement is a total of $250,000.00 for the first program year; $105,000.00 in Adult funds; $85,000.00 in Dislocated Worker funds; and $60,000.00 in Youth funds.

(d) Funding must not exceed the amount in the sub-recipient profit performance incentive schedule and will be paid 30 days after the quarterly report is accepted. The profit amount must be included in the in the Miscellaneous section of the budget and is a part of the total funding amount.

(e) Offerors are required to enter in a Memorandum of Understanding, and an Infrastructure Funding Agreements for each New Mexico Workforce Connection Centers in Southwestern New Mexico.

(f) Program staff must be assigned to the each of the workforce centers listed in the following section.

(g) Office space is available at each of the following workforce center locations. The cost includes telephone, copier, and utilities. Offerors may budget for a separate office location for their administrative and fiscal staff. In accordance with WIOA, an Infrastructure Funding Agreement must be completed for each worksite location.

i. Two workstations and a conference room are available for administrative staff and/or other program staff at the Loretto Towne Center located at 500 S. Main St. Ste.134 in Las Cruces, NM at an estimated cost of $20,000 per year.

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EXHIBIT D – PY20 BUDGET INFORMATION SUMMARY

BUDGET INFORMATION SUMMARY

Entity Name Arbor E&T, LLC dba ResCare Workforce Services
WIOA OSO Projected Operations Expenditures
For PY20

					Projected Expenditures											
Program	**Budget**	**YTD Expenditures**	**Balance**	**YTD Percent**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**	**June**
Adult	$ 105,000	$ 105,000	$ -	100%	$ 8,918	$ 8,918	$ 8,630	$ 8,918	$ 8,630	$ 8,918	$ 8,918	$ 8,055	$ 8,918	$ 8,630	$ 8,918	$ 8,630
Dislocated Worker	$ 85,000	$ 85,000	$ -	100%	$ 7,219	$ 7,219	$ 6,986	$ 7,219	$ 6,986	$ 7,219	$ 7,219	$ 6,521	$ 7,219	$ 6,986	$ 7,219	$ 6,986
Youth	$ 60,000	$ 60,000	$ -	100%	$ 5,096	$ 5,096	$ 4,932	$ 5,096	$ 4,932	$ 5,096	$ 5,096	$ 4,603	$ 5,096	$ 4,932	$ 5,096	$ 4,932
Total	**$ 250,000**	**$ 250,000**	**$ -**	**100%**	**$ 21,233**	**$ 21,233**	**$ 20,548**	**$ 21,233**	**$ 20,548**	**$ 21,233**	**$ 21,233**	**$ 19,178**	**$ 21,233**	**$ 20,548**	**$ 21,233**	**$ 20,548**

EXHIBIT G.1 – SCOPE OF WORK AND BUDGET

The scope of work (proposal) and budget will be included in this section by the procurement manager when compiling the contract agreement for the finalist.
The scope of work includes, but is not limited to, the provision of services in accordance with the Workforce Innovation and Opportunity Act, and as requested by the Board.

The funding level for this procurement is a total of $2,600,000.00 for the first program year; $1,100,000.00 in Adult funds; and $1,500,000.00 in Dislocated Worker funds.

The service areas for the delivery services are in the following New Mexico counties: Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro

This scope of work is limited to the provision of services in accordance with the Workforce Innovation and Opportunity Act. This RFP requires for a minimum number of participants to be served, as stated in Section IV.B.(5)(b). of this document.

Per RFP instruction, this page is included as a placeholder for the scope of work (proposal) and budget which will be added by the procurement manager when compiling the contract agreement for the finalist.

PROPOSAL SUMMARY

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

With 51 years of national experience, Arbor E&T, LLC dba ResCare Workforce Services (RWS) has built a legacy of industry leadership, serving businesses in all sectors and millions of job seekers from all walks of life. We currently deliver workforce solutions in more than 350 locations across the United States, including 27 operator contracts in 15 states. This gives us the advantage to coordinate and communicate best practices from around the country as we serve every county in the Southwestern New Mexico region. It allows us the flexibility to customize solutions for those communities, collect feedback from job seekers, partners and employers, and identify process improvements to continuously improve while elevating the mission and meeting the goals of the Southwestern Area Workforce Development Board.

Since 2017, RWS has worked with system partners, community organizations, educational providers, the community, job seekers, and employers in Southwestern New Mexico's seven-county area. Our One Stop Operator, Darleen Lopez, is a business professional with more than a decade of administrative management experience and a certified peer support worker. She coordinates system activity, community partners, continuous quality improvement programming, training and events for seven county region – in six workforce centers and three satellite offices – to further our mission and that of the Board.

With the foundation of a collaborative atmosphere and LEGACY core behaviors, we have built an environment of continuous quality improvement, solution development and innovation. Our efforts lead to the delivery of comprehensive, easily accessible and effective services to the residents of Southwest New Mexico. We invest in professional development and training our staff and partner staff. Through goals, expectations, and dedicated community outreach, we touch lives and inspire customers and employees to maintain integrity, respect for one another, professionalism, accountability, investment and focus on success. Our services are geared to ***Work Smart. Do Good. Make an Impact.*** Our work is guided and supported by our four core strategies: Leadership, Collaboration, Innovation and Performance.

The individuals we recruit, hire and support display **leadership** as they demonstrate humility, integrity, inclusion, and a passion for their work. As industry leaders, our approach represents the outcome of years of experience in workforce services and has undergone rigorous testing across the nation.



We bolster **collaborative** workforce models that prioritize our commitment to serve as partners in a diverse ecosystem of stakeholders working collectively to advance communities, families, and businesses. We expand partnerships by identifying organizations willing to align missions, pool resources, and strategize together to have the most impact with the end result being a better life for those we serve.

We embrace **innovation** to constantly improve our programs. We invest in new technology, seek opportunities to adapt, refresh, and keep the workforce ecosystem flourishing. Service delivery through meaningful partnerships, mobile devices and internet connectivity have been the cornerstone of how we have successfully reached job seekers in the most rural areas of Southwestern New Mexico. Recent closures and quarantines have only emphasized the need to further our progress. Our technology-based platforms supplement traditional service models and allows services to be rendered any time and in any place.

Performance is the realization of our philosophy and the cornerstone of all we do. Through our commitment to management, we set goals, analyze data and receive feedback. We track daily, weekly and monthly progress against each of our contract benchmarks and keep up high quality, customer relations, financials and human resources. Monthly reviews compare performance with contract goals and leadership meets monthly to review individual and program performance.

INDIVIDUAL AND COMMUNITY IMPACTS: RWS is more than an employer with employees; we are an integral part of the communities we serve. The customized, customer-centered, business-driven service delivery approach we offer involves serving people and investing in every county, despite unique needs or geographic challenges. We ensure job seekers who need an array of services to overcome barriers to education, training, and employment receive everything required to succeed, at a level appropriate for their needs and goals. We realize impacting one individual positively also impacts their family and community. We realize the power of individuals through strength-based motivation can accomplish great things and unlock their full potential.

ALIGNMENT ENVIRONMENT: We engage at least 26 partner groups across the Southwestern New Mexico region, including economic development, adult education services, higher education and community-based organizations, among others. Our goal is to build upon the partnerships we can forge as a system leader and incumbent provider and expand coordination and synergies that exist today. We look for organizations whose missions and visions align with our own and that of the Board. We drive toward excellence in customer service by creating common goal and working together to streamline processes. As the One Stop Operator our goal is to grow and align core and community partners into the local, regional, and state strategic plan initiatives for the purpose of continuity and excellence across the seven counties we serve

COLLABORATIVE, MISSION-DRIVEN SYSTEM: Our future in Southwestern New Mexico is focused on enhancing our impact on the communities within each county and partnering with the Board and other organizations to integrate programs and resources through a "no wrong door approach." We deliver exceptional customer experience by coordinating communication and initiatives across all partner, cross-training and spreading awareness of our services, and continuous improvement throughout the system. The COVID-19 pandemic has highlighted our ability to blend national best practices with local plans to continue to provide best-in-class, impactful services despite closures and needed modifications for health and safety. Our team was well-positioned to increase virtual services, using many of the strategies already used to serve members of Southwestern New Mexico's rural counties. We are proud of our response, acting thoughtfully, and swiftly so not to have services interruptions. As described within this proposal, we are prepared to navigate the weeks and months to come, to continue providing quality services, to have the mobility and flexibility to adapted to new information and environments including COVID closures, re-opens, new CDC guidance, changing economic conditions, and the needs of our job seekers and businesses. We look forward to our continued partnership with Southwestern New Mexico as we navigate the "new normal."

RESPONSE TO CORE MANDATORY, AND CORE DESIRABLE SPECIFICATIONS

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

A. CORE MANDATORY SPECIFICATION

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

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

As the current One Stop Operator, Arbor E&T, LLC dba ResCare Workforce Services (RWS) is familiar with and currently uses the New Mexico Workforce Center One Stop System (WCOS) software, the New Mexico Workforce Connection Online System or VOS for customer programming and reporting.

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

As the current One Stop Operator and in accordance with the scope of work RWS will provide services to the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro. We oversee the day-to-day operations and create controls and Standard Operating Procedures to promote productivity and safety for all partner staff. We also facilitate cross trainings in order to strengthen the system, continuously invoke partnerships with other community organizations to more holistically serve our customers and support continuous quality improvement through various monitoring mechanisms.

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

The existing RWS OSO contract budget tracks expenditures and expenditure rates. Our budget explains that we plan to achieve a 75% expenditure rate by Q3 and at a minimum, a 95% expenditure rate by close of contract.

(4) Provide a copy of Financial Policies.

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

(5) Provide a copy of Personnel Policies.

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

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

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

B. Core Desirable Specifications and Evaluation Factors

(1) Organization's Experience (200 points)

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

The One Stop Operator program in Southwestern New Mexico has been operated by Arbor E&T, LLC dba ResCare Workforce Services (RWS) since 2017. We are proud of our success and life-changing work in Southwest New Mexico. Since transitioning into the service provider role, we have provided life-impacting services to thousands of residents in the region and their families and established relationships with more than 26 groups of partners to help meet a spectrum of workforce needs. Our success in the delivery of these services is guided by our understanding of the local and regional markets we serve and by leveraging existing resources that currently serve the market.

As the most comprehensive and innovative workforce development service provider in the U.S., each year, RWS provides employment and training solutions to thousands of job seekers representing and businesses through the operation of federally funded workforce programs, including, but not limited to, WIOA. By preparing adults, dislocated workers, and young adults to be talented workforce members, we change lives, impact communities, provide the groundwork for future opportunities, and empower whole regions with innovation.

We align missions and collaborate with partners to ensure service delivery is focused on individual and community impact. Our achievements in the Southwestern New Mexico center around our workforce system outreach in every county, resulting in new partners. We have built and enforced a strong network in the region. Evidence can be seen in the performance data detailed below.

Southwestern New Mexico One Stop Operator Program	
Purpose of Program: To serve as the One-Stop Operator for the Southwestern New Mexico region	**Start and End Dates:** 7/1/17-present
Contracted Amount/Amount Expensed (Program Year 2017-18): $116,000/$81,738	**Contracted Amount/Amount Expended (Program Year 2018-19):** $250,000/$109,952

Performance for Program Year 2018-19		
Contract Measure	**Contract Goal**	**RWS Performance**
Completion and Submission of Monthly OSO Report	12 (1/month)	12 (1/month)
Schedule and Coordinate Monthly OSO Meeting	12 (1/month)	12 (1/month)
Complete Monthly System Data Report	12 (1/month)	12 (1/month)
Conduct Rural County Outreach Events	12 (1/month)	12 (1/month)
Ensure all Offices are Equipped with Assistive Technology	Ongoing	Completed
Integrate all Customer Service and Referral Processes in all Offices	By end of contract period	Completed
Develop Standard Operating Procedures for all Processes	By end of Contract Period	Completed
Develop Shared Workforce Development Information Materials	By end of Contract Period	Completed

Coordinate Monthly Business Solutions Team Meetings	12 (1/month)	12 (1/moth)
Coordinate Monthly all team Member Meetings	12 (1/month)	12 (1/month)

(b) Describe your expertise with similar contracts as a provider of One-Stop Operator services; and provide a narrative on two project successes and failures. Describe how did these experiences strengthen the project.

In addition to a wealth of national experience providing WIOA and One-Stop Operator (OSO) services, RWS has a breadth of local experience from spending more than two years operating the Southwestern New Mexico OSO contract. Staff are embedded in the communities we serve, and we have tailored our national service model to the needs of the region – including even its most rural counties. Locally and nationally, our programs have experience several successes that have shined a spotlight on facets of programs where we can continue to shine, but also pinpointed weaknesses and some failures that have helped shape our service delivery and overall process by requiring us to acknowledge pain points and put in the intensive work and molding required to make imperative improvements.

We have numerous local successes over the course of years we have served as One Stop Operator. From creating the foundation for new One Stop Operator services through the development of a Standard Operating Procedure Manual to the implementation of our Continuous Quality Improvement Site Review system, and recently our regionwide Awareness Campaign. We would like to share two recent successes that demonstrate our commitment to the region, our innovative abilities, and our dedication to having an effective impact with system partners and residents. The following are two examples:

- **OSO Regional) COVID-19 Response Business Continuity, COVID-19 Toolkit and Re-Open Plan:** RWS was the first in the state to develop and submit a comprehensive response and plan to address the urgent and long-term needs associated with COVID-19. This plan demonstrated our commitment to:
    - Continuity of access to services in whatever form is best for the local area
    - Use of technology as a platform for delivery
    - Use of learning management systems to ensure people have access to move forward with education and training
    - Partnering together to ensure the highest quality services are available, guided by the constraints of our current environment and strengthened by a spirit of collaboration and the ingenuity of our people and partners

  RWS' dedicated and passionate team of workforce professionals continued to operate in the moment, meeting communities, businesses, and individuals where they were and where some still are. We are here to support businesses and their efforts to secure qualified employees, help job seekers and students prepare for and connect with self-sustaining employment opportunities, and build trusted community partnerships in every market where we operate. Below are just some of the tools and resources we provide to Southwestern New Mexico and other regions we serve to help deliver solutions:
    - **Business Continuity Toolkit:** Informed by best practices and designed by our team of national experts, this aids each workforce team to develop an ever-evolving plan and set of solutions for addressing the current environment.
    - **The Academy:** An online training platform that offers thousands of free courses and credential-qualifying training in more than 100 industries.
    - **TABE Academy™:** An online, stand-alone, self-paced, and fully customizable

program that prepares students for the TABE faster and better than ever.

- **GED, HiSET and TASC Academies**: Self-directed, cloud-based software applications that prepare students for the GED®, HiSET, and TASC tests and college/career readiness.
- **Computer Essentials Online:** A self-paced, online digital literacy course to learn computer and internet skills required for college and careers.
- **Money Essentials:** A self-paced, mobile-friendly financial literacy course that equips students with the tools they need to be successful at managing their money.
- **Career Pathways Explorer**: An assessment tool through our partner Traitify, which determines what types of jobs best match the participant's personality.
- **Talent Market:** An interactive employment tool that simplifies the process of filling positions in communities by using job listings, social media, video conferencing, and other technologies to ensure quality matches between employers and job seekers.
- **Virtual Orientations and Workshops:** Face-to-face job readiness workshops and orientations, to inform job seekers about program services and prepare for employment.

The plan, toolkit, and resources were shared with OSO partners and the workforce system. Many RWS resources and plans became the new standard for continuity plans for the rest of the state. All of this allowed us to remain flexible to adhere to ever-changing guideless and will help us adapt as we navigate the changes to the workforce services industry that will result from this crisis and related re-openings.

- **Dona Ana County Library Partnership.** The Southwestern New Mexico OSO program recently implemented a partnership with the library in Dona Ana County. In addition to acting as an access point for our services, the library supplements the services we provide by offering year-round, rolling enrollment in adult basic education courses in English and Spanish, providing an avenue to ensure youth who miss community college cohort deadlines are able to receive needed services in a timely fashion. This successful partnership strengthened and broadened our partner



Our partnership with the library in Dona Ana County offers a remote access point to workforce services to those in the region and also benefits the mission of the library.

network, allowing us another outlet to leverage that network to offer additional services to Dona Ana job seekers. The library offered us exclusive access to their education opportunities and their youth program department because we, in turn, were helping them with traffic in their job search area. Job seekers benefited from increased access, especially those who struggle with transportation. We expect this relationship to set a precedent for others moving forward, as we plan to expand the program to other libraries across the region. This expansion of services and ease of access increases our ability to impact those we serve by broadening the audience we reach with our customer-oriented solutions.

RWS is committed to a continuous quality improvement approach to program development and innovation. We have a focus on the future and find ways to implement new ideas to support the system. To this end, we are flexible and adaptable to change when needed. The following examples demonstrate initiatives we took, although did not come to fruition from our original idea, we did find a way to adapt and improve the system through other ideas:

- **"Hot Jobs" Site.** RWS worked in partnership to develop a "hot jobs" site that had the capability to highlight employment opportunities for job seekers being served by partner agencies. During that time, we were made aware the state was developing a similar platform, "All Hands NM." We quickly adapted to the state platform, making it a unifying project with all partners. We then took it one step further, using it to revamp and improve our triage process for job seekers to maximize the positive impact of the hot jobs site.
- **Intake and Referral Form.** Initially, after implementing our intake and referral form, the OSO observed that it was only being distributed consistently in one office and that the forms being returned were not filled out appropriately or completely. The OSO sought feedback to determine why the form was not being used consistently and how to encourage customers to complete it thoroughly. Via an email to supervisors across the system, she provided expectations and steps to ensure the form was used appropriately in every office. The result has been more consistent usage of the intake and referral form, more complete forms returned, and an increase in partner referrals.

c) Describe your experience with facilities management, to include custodial and security services, and the type of system used to manage workorders.

RWS currently manages facilities through three primary systems established to ensure all sites are safe, healthy, and fully operational. The following is a summary of how we manage facilities throughout the Southwestern Region:

1) **Administrative Entity's Work Order System:** The current work order system is embedded in the regional website and allows the OSO to formally submit requests for equipment, supplies or services for centers. This system, implemented in July 2019, has a reporting mechanism allowing staff to pull reports, review past requests and validate successful completion of tasks.
2) **Continuous Quality Improvement Site Review:** RWS developed and uses the Continuous Quality Improvement Site Review (CQISR) tool to purposefully observe and review operations and facilities at all sites monthly. The tool allows for a checklist to ensure all safety and health features at sites are in work order, such as locks, safety doors, plumbing, HVAC, fire equipment, windows and all entrances and exits. In addition, the tool provides the OSO the ability to interview staff and job

seekers, eliciting information on office service flow and overall customer service. Telephone, computers, and other equipment are tested. The site review is provided to the Administrative Entity (AE) as documentation of facility operations. RWS proposes offering our CQISV tool in a web-based, easily accessible format. Access to the site visit results would accessible to site managers, board staff and other stakeholders with interests in maintaining safe, healthy, productive and inviting environments.

3) **Incident Reporting:** The OSO is notified of all facility related issues via email. Facility onsite managers or staff notify the OSO of all incidents at facilities, from plumbing issues to law enforcement interventions. The incidents are triaged to determine urgency level and the need for immediate action. All incidents are reported to the Administrative Entity (AE) and state as needed per protocols. We have recently developed a formal Incident Reporting form for site managers and staff to complete. The form itemizes issues which may affect operations and provides for an urgency assessment level.

In addition to the local Incident Reporting processes, RWS has an internal Incident Reporting system used to document and escalate incidents. The web-based, protected system allows the OSO to report break ins, thefts, property damage, law enforcement involvement, and other incidents for review by our Service Delivery, Quality and Compliance, Legal and Leadership departments. In this way, we bring our national expertise to a local region to document and resolve incidents and the local One Stop Operator benefits from the knowledge of national professionals.

RWS applies our communication and partnership experience even to this level of operation and assists the Board in any means necessary to ensure the facilities we utilize are cared for and managed well. The OSO was key in the procurement of a security guard at the Las Cruces comprehensive center. She obtained letters from staff and sought out an evaluation by law enforcement to demonstrate the need for this position. In addition to staffing the position, the security vendor she partnered with offers training materials, protocols and updates to keep center staff informed and safe. The guard serves as a greeter and impacts the welcome function and improved the customer experience in that office. That safety was vital in the face of COVID-19. As concerns over civil unrest increased in the state, with tensions building around unemployment, many state and private agencies precured security services. Public health orders also produced a spike in crime rates in Dona Ana County – specifically break-ins, theft and even violence. Thankfully, our guard was in place on March 25 and we avoided all those issues.

The OSO implemented a weekly center report for facilities management and to track personal protective equipment (PPE) usage and needs and has also implemented a Standard Operating Procedure for customer and staff daily health screening. Related to this, RWS is providing and has been instrumental in procuring:

- gloves
- no-touch thermometers
- masks for customers and staff
- plexiglass shields
- signage
- physical distancing floor stickers
- traffic control materials

d) Provide the most recent program monitoring report to demonstrate program performance. WIOA programs must be included their WIOA program's report, if

applicable. (This must be provided as a separate attachment that is not counted toward the page limit in this section, and submitted in accordance with Section III.D.)

Our most recent program monitoring report for the One Stop Operator contract, dated April 2020, resulted in no fiscal findings, including no disallowed costs and is included as an attachment on page 31. The monitoring did find there was a lag time in the issuance and deposit of payments. RWS has implemented a system whereas the Project Accountant will track all checks issued to RWS to ensure timely deposits.

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

The current Southwestern New Mexico OSO program, in existence since 2017, does not have any record of disallowed costs.

(2) Management and Training (175 points)

(a) Provide an organizational chart that includes the WIOA One Stop Operator service programs. Indicate whether the positions are full-time equivalent, part-time, or tele-work positions.

Our organizational chart on page 37 depicts the orgnizational structure of the Project Accountant (Monica Silva, 0.08 FTE) and One Stop Operator Assistant (Cindy Quillin, 1 FTE) reporting to our One Stop Operator (Darleen Lopez, 1 FTE) who reports to our Regional Director Janette Dunn.

(b) Provide a brief description for each member of the management and supervisory team that will work in this program. Describe their job, title, credentials, experience, and length of employment with the organization. Provide each managers' resume as an attachment to the proposal (This does not count as part of the 30-page limit)

Darleen Lopez is our fully dedicated One Stop Operator. She holds a bachelor's degree in public administration and an associate degree in hospitality services. She is a certified managerial accountant and a certified peer support worker. She is certified in OSHA, ADA, HIPAA, EEOC, CPR, and CPSW. Ms. Lopez has a decade of administrative management experience with a history of being able to handle and efficiently manage large projects and work efficiently with other people. She uses a professional approach to problem solving and event and team coordination. This experience combined with her training in peer support is key in her ability to lead our One Stop partners and assist in providing efficient and streamlined services to those who enter our center and access points in need of assistance. Ms. Lopez has worked with RWS since 2018, functioning as both a Business Services Specialist and One Stop Operator responsible for community engagement and building partnerships. Her accounting background has been beneficial in keeping up our history of financial integrity and her experience with event coordination and managing people is beneficial to our company and the Southwestern New Mexico region as she works to develop strategies and initiatives and exercises oversight and operations management for the seven county region –in six workforce centers and three satellite offices – to further our mission and that of the Board.

Ms. Lopez is actively involved in the Workforce Talent Collaborative, Silver City Workforce Alliance and the SELL for disabled youth. She is in the process of applying for a position with the City of Las Cruces Economic Development Board. Her resume is included on page 39.

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

OSO staff members are local to our service areas. They have unique local knowledge and are embedded in the communities, investing in and caring for residents with a mission to uplift and serve each community. Since 2017, we have been the boots on the ground in Southwestern New Mexico, performing this exact scope of work and expanding the services and solutions it provides and integrating themselves in organizations impacted by their work.

Our staff routinely leads the way in innovation for the rest of the state. Our One Stop Operator conducts efficient site reviews to ensure program efficiency and success. We take the initiative to develop detailed plans that help us provide the kinds of services which impact whole communities and lay groundwork for future workforce system successes. We invest in the ways needed to reach every single corner of our region. We spearhead local initiatives and take the risks needed to get things done that provide the solutions our customers need.

Corporate support and national presence mean we have a wealth of resources to pull from that provide advantages for our local programming, including our National Service Delivery Team and Communities of Practice. The National Service Delivery Team is a group of subject matter experts who support our projects in program design, technology implementation, innovation, and performance management from a best practice's standpoint. Our Communities of Practice are focus groups made up of team members from our operations across the country who share promising practices, develop new approaches for service implementation, and provide policy guidance and training. RWS One-Stop Operators also receive direct support from Jeramey Harrison, our national Program Solutions and Quality Manager.

Since taking on the role of OSO in 2017, our service delivery has increased the number of registered individuals from 4,420 in PY17 to 9,121 in PY19, even during the limits of COVID-19.

(d) Provide a narrative of how management will self-monitor the following: contract deliverables, budget, customer service levels, and financial reporting and reimbursement requests.

Efficient monitoring is essential to our entire operator process. That monitoring and quality assurance is rooted in our program design, our staffing and the culture we instill in and expect from our staff members.

Staff track everything we do, including spending, customer service levels and other deliverables, in our Quick Base database. Our One Stop Operator reports every month to keep our expenditures and budgets aligned and deliverables and progress are reported to our funder monthly. We perform thorough budget reviews and forecasting, and our OSO works closely with our project accountant to keep track of invoicing and submit invoices to the AE in a timely fashion.

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

In addition to digital monitoring and records, our operator performs monthly continuous quality improvement site reviews for all centers. The Site Review captures program service delivery, file reviews, participant expenditure reviews, staff professionalism, and alignment to LEGACY standards, customer experience observation, performance management tools, and facility standards.

Our One Stop Operator procedures and protocol were crafted from years of workforce experience and tailored to meet the specific needs of the people and businesses we serve in Southwest New Mexico. The procedures and protocol help inform customer flow through system services. Staff are trained through the lens of our LEGACY philosophy and culture.



We believe the secret to successfully meeting the needs of employers, job seekers, and community partners and accurately monitoring that success relies up building and maintaining strong disciplined practices, hiring and nurturing passionate people embedded in their community, and building a LEGACY culture. This culture is built into the fabric of everything we do including focusing on strategies that support and foster **leadership**, **collaboration**, **innovation**, and **performance** and are ultimately tied to our philosophy of **Work Smart. Do Good. Get Better.**

With the basis being our LEGACY culture, we consider Quality Assurance one of our proudest Southwestern New Mexico accomplishments. We complete a 100% review of all case closures prior to exit. This has a long-term impact on our performance measures. Our areas of focus are acquired employment info, measurable skills gain, and credential entry. Case notes are reviewed to determine if action has been taken to obtain the needed results.

We operate in a near-continual training process for all team members around performance goals, what standards are required of them, and how those standards impact performance directly and we facilitate consistent communication with team members regarding team results and how their individual production has impacted those outcomes.

(e) Describe the methods that will be used to train staff with regulations and policies, use of the Geographic Solutions New Mexico Workforce Connection Online Software, customer service, and quality assurance. List and describe the other types of staff trainings that will be offered.

We offer a fully developed menu of training, cross-training, and ongoing development structured around foundational training, job-specific certification, and project-specific training and learning, and customizable to each location we serve. The OSO coordinates with the state and AE to develop team training regarding Geographic Solutions New Mexico Workforce Connection Online Software. They offer the formal training, but the OSO facilitates refresher training when needed. The AE hosted a customer relationship management (CRM) module training in January and the OSO coordinated a similar training in April for all the staff. She has also coordinated all trainings coming for the state in the face of COVID, including unemployment insurance call

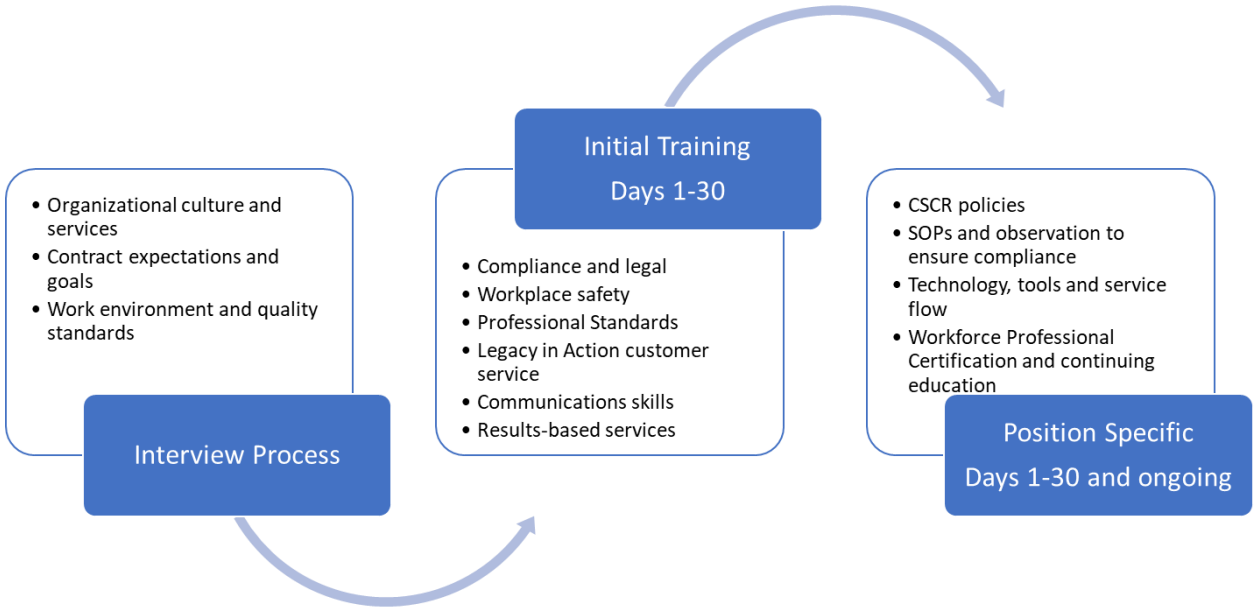
support basic overviews, a review of the latest policies around the CARE Act, and changes to Department of Workforce Solutions (DWS) protocols.

In addition to specialized training, staff receive a host of trainings to improve overall operation as part of our annual compliance training, including HIPAA; You're Safe, I'm Safe; Embracing Diversity; and others. During onboarding, all team members receive comprehensive training on WIOA Title I rules and regulations, including Wagner-Peyser and WIOA eligibility and enrollment requirements. We encourage participation in and provide opportunities for professional development through a multitude of sources, including conferences, seminars, etc., as appropriate.

The basic flow of training we will support includes three phases – the interview process, initial training (days 1-30) and position-specific (days 1-30 and beyond). This flow is depicted in the image at the bottom of this page.

Training begins with the interview process to make sure we are making the right fit for the culture of the organization and the work expectations. Staff receive training within 30 days and annually in Compliance and Ethics, HIPAA, ResCare Legacy Standards, Preventing Sexual Harassment, and ResCare policies and procedures.

Additionally, during the first 30 days, all staff receive training on policies and procedures they are required to follow for quality assurance and delivering each program's services; data management information systems; labor market information; and program goals and measures. As in each of our projects, team members will participate in comprehensive training regarding local and state systems. Team members complete required Workforce Development Professional certification training within the first year, complete annual continuing education requirements, and participate in any training and technical assistance instruction offered by the Board. We ensure our team members are fully trained on how to use auxiliary aids and services provided for customers with disabilities.



To enhance our customer service experience, RWS partnered with the Disney Institute to create the Legacy in Action customer experience training, an innovative program designed to "create an environment of hope and success by empowering those we serve with respect and care."

Through Legacy in Action, we develop quality standards that set parameters for decision making, prioritize the details of service delivery, allow consistent measurement of quality of service delivery, and provide a framework to drive greater customer experience. RWS implements exemplary customer service delivery by taking the results of our research and making sure team members are trained to our standards. This provides a roadmap for interactions with Boards, businesses, and job seekers. Our approach inspires employees and customers to maintain the highest levels of integrity, respect for one another, professionalism, and accountability, as we focus on customer success.

While the state typically provides training on Geographic Solutions New Mexico Workforce Connection Online Software to new staff, the OSO coordinates efforts to re-train and offer refresher training on the software as needed. Refresher training and updated training are offered and required any time a policy or protocol changes or as other interests and needs arise.

RWS staff also participate in the training made available to partner staff detailed on page 20.

(3) Program Narrative (400 points)

(a) Partnership and Collaboration Strategy

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

One of the most valued roles of the One Stop Operator is that of partnerships builder and reinforcer. These relationships are beneficial to the system as a whole and to the individuals served. As the current OSO in Southwestern New Mexico, we have established several relationships with organizations and other service providers on the foundation of our common purpose: spurring impactful change for individuals and communities. These partnerships are all intertwined, and part of a comprehensive systems approach based on aligned goals. We work together to develop system standards, track clients through the various avenues of service we make available to them, and ensure we are constantly sharing resources and information.

Communication and collaboration are vital to solid relationships. For that reason, we have established an array of meetings and communication opportunities for the partners we have engaged. These meetings allow us to keep a pulse on community needs to see how we can best expand and adapt.

- Every Monday, our OSO hosts a cross-partner outreach meeting focused exclusively on outreach and related strategies. This meeting is for only outreach personnel from our WIOA partners and their supervisors. These meetings are typically held in person at our Las Cruces center, as we believe that method renders some of the best interaction, however, current stay-at-home orders and public health guidelines have led us to facilitate them virtually.
- Monthly, we convene a meeting with our core WIOA partners and with the funder in attendance. This meeting is typically virtual because some of our core partners are located hours away and this delivery option allows them to interact as if they were all in the same room.
- We facilitate virtual monthly workforce partner meetings, due in part to the size of the group and the location of participants across our entire region.

- Quarterly, we hold similar, face-to-face, workforce partner meetings which are open to every partner organization. We host these meetings in several locations to accommodate everyone in our service area – one in Deming, one in Las Cruces, one in Truth or Consequences. The hope is for these meetings to reconvene in-person, modified as needed, after stay-at-home and emergency orders are lifted.

While the current environment could be challenging to some providers, we have embraced remote delivery of services as well as all other necessary communication. It is a resource we have harnessed and fine-tuned over the years to provide best-in-class services to remote areas. We have adapted and mastered virtual meeting tools which enhance how effectively we provide services to our entire region. The strong virtual meeting environment we have been able to create thus far is reassuring that in the future, based on need or evolving service landscape, we can conduct meetings in whatever method is best for all involved with no lapse in services or drop in quality.

In my one-year or so of my interactions with you as the One-Stop Operator, I first saw an attitude of service and a willingness to listen people and the honesty to speak about the challenges, followed by proposing changes. I have experienced an intentional willingness to collaborate, share information, and be available to answer questions that before no one was available/able/willing to answer. This speaks to me about the vision of changing the culture attached to Workforce Solutions and Workforce Connections to truly make it a place to help those in need – businesses and job seekers alike. I applaud the brave attitude to change the system and the culture, two of the hardest things to change from my perspective, but if successful of long-term impact to the community.

An example of this approach to collaboration is reaching out to our department to look for options and leverage upon resources beyond the Workforce Solutions system to be ready to tackle the challenges coming up with the reopening of the economy and now more than ever, the need to provide the resources available to those in need. I am very hopeful that we have someone of influence within the complex institutional workforce development system that is has the will, the interest, and the expertise to make this so needed changes.

I am supportive of the work you have started, and I am a willing partner to continue pushing for improvements, transparency, and a pathway that will result in long-term positive changes to our community.

Dr. Griselda T. Martínez
Las Cruces Director of Economic Development

Throughout our One Stop experience, we have seen how new partners have struggled with geographic layout of the Southwestern New Mexico region. The fact that we have been able to master service delivery here not only bolsters our own confidence, it allows us to share what we have learned and advise those partners on how they, too, can adapt.

Moving forward, the goal is to continue and expand co-located supervisors' meetings implemented by the current RWS OSO in August 2019. These meetings are monthly and flexible in platform.

Those in attendance are the supervisors and leadership for organizations located in our workforce centers – Adult Education, Adult and Dislocated Worker, Youth, Labor and Industrial, the Department of Workforce Solutions, and others. These meetings center around operations discussion like customer flow, staffing, planning individualized meetings, and increasing communication between supervisors. Since implementing these meetings, we have seen a decrease in general system miscommunication and an increase in cohesion between staff across the system operating with a unified front.

Expanding those meetings will be based on how well we expand our network. Since taking over operation as Southwestern New Mexico OSO, we brought key partner of Labor and Industrial Bureau: Labor Relations Division: New Mexico Department of Workforce Solutions back into the system and that group is now attending meetings and trainings and has participated in a job fair. Our OSO has brought on Economic Development as a key partner, representing the entire Southwest, including Silver City Workforce Alliance, Las Cruces Economic Development, Deming Economic Development, and Middle Rio Grande Economic Development, to name a few. She has also brought in Film Las Cruces and several regional film board members.

We have also refreshed and made official a partnership with Job Corps and that group has evolved from merely a resource and communicator to a co-located partner.

Strategies we will embrace to continue partnership expansion include becoming strategically involved with chambers of commerce in our region, working an expanded selection of boards and outside organizations to develop new partnerships and strengthen existing ones, and developing and utilizing an OSO survey to obtain suggestions and feedback from our key partners on what innovations are needed and who else should be invited to the table.

ii. Describe the strategies to increase and promote the participation in monthly workforce partner meetings that involve the required workforce partners in WIOA.

To promote participation in monthly workforce partner meetings, we offer inclusive engagement. We know our audience and when we encourage others to participate in our meetings, we not only promote our partnership, we explain how joining our network and becoming actively involved benefits them as well. It is essential that every partner realizes how important they are to the system as whole and we facilitate the action and discussion that leads to that. These meetings are regularly scheduled so staff from each organization can plan to be present. The location rotates so each partner has the opportunity to host, actively participate and present their own program. These meetings are not just protocol, they are platforms for training and sharing information. Moving forward, the plan is to be sure the focus of every other month's meeting is cross-training and, at least quarterly, these meetings focus on team building across all partners.

A visible and impactful success from our meeting model so far is the renewed triage and customer flow Standard Operating Procedures that supervisors from every workforce partner created collaboratively. Our OSO staff noticed there was a tension and general confusion among partner staff about how the triage process was supposed to work and we dedicated a large amount of time to mediating related misunderstandings. Triage can certainly be confusing across a large number of partners and when serving so many individuals with different needs. What we needed was a reference guide, on paper, to assure each staff member was informed about how that process was supposed to work and had something to check when they had questions. To directly address this issue, we charged the staff members of our workforce partners to work together to improve our triage process and create their own Standard Operating Procedures,

outlining steps of the process. This collaboration allowed us to innovate the process, allowing us to move customers through every step of the process in a more streamlined and efficient manner.

We are building and implementing a feedback survey for partners to help determine how best to improve our meetings and processes to be sure everyone is represented and feels their voices are heard. Ms. Lopez held a meeting in the most recent program year to gather direct feedback and advise how to collect suggestions in the future. The goal of this meeting, reinforced with an agenda structured to include all counties, was to ensure every representative from every area of our region had the opportunity to share their needs and know they were heard so we could address them appropriately.

iii. Describe how effective partnerships will be established to strategically serve those with significant barriers to employment, including but not limited to; Temporary Assistance for Needy Families (TANF), which services low-income individuals, Adult Basic Education (ABE), which serves individuals with basic skills deficiency and English language challenges, Department of Vocational Rehabilitation (DVR), which serves individuals with disabilities, Wagner-Peyser, Senior Community Service Employment Program (SCSEP), Job Corps, postsecondary career and technical programs, and veterans programs.

An extensive network of partner organizations operating across the region in offices and through various other access points, makes it easier for us to efficiently engage individuals in every county of Southwestern New Mexico. Integration with a range of partners enhances our service offerings to meet a variety of needs and address all kinds of barriers. We work with our partners to analyze who is currently using services in each location, their demographics, where they live, and other information about the current job seeker base will help us develop plans to adequately address any gaps. Our service strategies and examples for how we already reach a sample of target populations includes:

Population with Barriers	How We Engage
Temporary Assistance for Needy Families (TANF)	We work closely with area managers in each county for referrals. During the region's youth pilot program, we partnered with the current TANF provider, Creative Work Solutions (formerly SL Start), and started working on an MOU. In recent months we have done more collaborative work and have discussed implementing an internal system for referrals between TANF and other system programs. We currently utilize a universal intake and referral tool to ensure referrals between TANF and WIOA programs.
Adult Basic Education (ABE)	Adult Basic Education (ABE) is offered through community colleges and those programs are co-located in two of our centers in the region. We provide ongoing referrals and there is a project underway to braid funding for a transitional education program (TEP) with ABE, Youth and Adult and Dislocated Worker. Our intake forms inquire about high school education and completion and if a participant is deficient, we provide an automatic referral to ABE. The OSO has facilitated meetings with the partners and the funder over the TEP program since August 2019 and plans are in process to launch the pilot program in the

	fall.
Department of Vocational Rehabilitation (DVR)	We work closely with the regional DVR who is also a board member. We partner for events and initiatives frequently. DVR supports job fairs with staffing needs, and we support their initiatives by bringing partners to the table and attending launches. DVR recently joined with an agency called E3 to develop a strategic plan, Bridges Out of Poverty, to wrap partners around vocational rehab clients. The OSO assisted in coordinating and facilitating community workshops and meetings beginning in November by assigning staff to assist and pulling partners together to register for as presenters at the events.
Wagner-Peyser	Co-located in all but one center, all customers are to be seen by Wagner-Peyser staff as the first step in our triage process. We collaborate specifically with the program through use of our intake and referral form, our triage team, Reemployment Services and Eligibility Assessment (RESEA) referrals and shared orientations. We collaborate with Wagner-Peyser on rapid hire, rapid response and job fair events, workshops, orientations and community events.
Senior Community Service Employment Program (SCSEP)	We have supported SCSEP by establishing work sites for SCSEP participants and serving as a program work site. SCSEP participants have received OJT in the areas of technical support in the resource rooms, administrative support and maintenance areas of our centers. Representatives attend our partner meetings and are invited to collaborate on job fairs in order to align participants with potential employers.
Job Corps	We work closely with Job Corps to serve youth clients. This program has routinely used our facilities across the region to host eligibility appointments and we are working on an infrastructure agreement to bring them into our centers an official and permanent co-located partner.
Postsecondary Career and Technical Programs	RWS has strong relationships with all the training providers in our region via our ITA program through Adult and Dislocated Worker and other special initiatives launched by cabinet secretary and funder. Continuous communication with these training providers year-round on referrals and program braiding. We have worked diligently to incorporate programs throughout the region into our eligible training provider system as approved providers. We have collaborated on campus events, took part in several meetings with department heads and assigned outreach team members to make regular visits to each campus to inform the students of our services. In 2018, we launched a two-day Q&A workshop in collaboration with Dona Ana Community College. Also, in 2018, we developed strategic plans for a pilot youth program to coordinate on-campus visits based on participant career interests across the region. We worked with every postsecondary

	program in Southwestern New Mexico to accommodate participants' career pathways. We collaborate on co-enrollments with our Adult and Youth program year-round.
Veterans programs	Co-located in three centers, our OSO is routinely referring individuals to the Disabled Veterans Outreach Program Specialist. This veteran's program regularly holds meetings for updates on new regulations or guideline as applicable to all workforce staff and, as a part of the triage process, all veterans are routed through the VET process before any additional referrals are made. They refer to partners as needed once participants are embedded in their program. All centers operate under the Veterans Preference Act and we take guidance from our Department of Workforce Solutions Veterans Program leadership on related process and standards, including resource room preference and 24-hour job post hold.

(b) Cross Training Partner Staff

i. Describe how you will lead and facilitate cross-training with workforce partners, to include, staff development among different workforce partners and creating a library of digital onboarding orientations on each of the core program partners' programs no later than October 31, 2020.

The OSO facilitates training and cross-training for partner staff. Apart from our quarterly scheduled training, we provide one-on-one training for new partner staff when individuals come aboard or more formal sessions when people are hired in groups. We offer refresher training on state software and full-system training when policy and protocol change.

Staff development is a key piece of every training we offer. A half-day meeting in February focused on the OSO addressing customer service, de-escalation and other service strategies with staff from every partner.

Being responsible for cross-training of system staff allows us an opportunity to supplement our knowledge of local needs with our national experience. Our corporate training, including Legacy in Action customer satisfaction training and other instruction provided by our National Service Delivery Team can be provided remotely to staff from every partner organization. This training shares our customer service strategies and knowledge from a workforce expert with decades of experience directly with our partners in a way that cannot be easily duplicated by someone with smaller reach.

The table below details other cross-training we have offered to the full system and training sessions are planned with our corporate tools as we resume normal scheduling and delivery of services.

Training	Frequency
Customer Relations Module Training	Quarterly Moving Forward
Care Act	Monthly Moving Forward
Trauma Informed Care/Resiliency/Self Care	Annually Moving Forward
Virtual Job Fair Training	2-3 Sessions Until Mastered
Virtual Monitoring	As Needed

Virtual Phone Line Management	As Needed
Town Hall: Benefits W/ Cab Secretary	As Needed
WIOA Youth Program COVID-19 Webinar	As Needed
WIOA ADW Cross Training	Quarterly Moving Forward
Unemployment Insurance Basics Cross Training	As Needed
Work Opportunities Tax Credit (WOTC) Cross Training	Annually Moving Forward
Recession Readiness Planning	As Needed
Migrant and Seasonal Farm Worker Training	Quarterly Moving Forward
Project E3 Bridges Out of Poverty Training	1 More Next PY
De-Escalation, Customer Experience& Triage	Quarterly Moving Forward
Rapid Hire Applicant Screening Training	Annually Moving Forward
Regional Outreach (4 Year Plan) Training	1 More Next PY
Future Works (Data Pulling) Training	Quarterly Moving Forward
National Farm Worker Program Cross Training	Quarterly Moving Forward
Active Shooter Training	Annually Moving Forward
Youth Program Cross Training	Quarterly Moving Forward
Customer Flow Triage Training	Based on Need
Ring Central Cross Training	As Needed
Trainings Available Through RWS To All Partners	
Computer Essentials (Using RWS Materials)	Scheduled/In Process
GED Academy Training (Using RWS Materials)	Scheduled/In Process
Money Essentials Training (Using RWS Materials)	Scheduled/In Process
TABE Testing Training (Using RWS Materials)	Scheduled/In Process
Talent Market Training (Using RWS Materials)	Scheduled/In Process
Tips for Conducting Virtual Workshops	Scheduled/In Process
Drive Through Career Fairs Webinar	Scheduled/In Process
Virtual Workflow Monitoring Training	Scheduled/In Process
Virtual Case Management Training	Scheduled/In Process
Self-Care/Anxiety Training	Scheduled/In Process

In our role as incumbent OSO provider, we have begun work on a library of digital onboarding orientations and tools for each core program partner with the goal of having this project prepared for integration on the regional website by October 31, 2020. Ms. Lopez has created a video orientation for business services staff for this library and we have requested all partners submit voiceover orientation to the services they provide. These files have been embedded on the regional website and can be accessible by all partners during onboarding as a system-wide resource. We plan to expand this library to include other related presentations, a training syllabus and general timeline for completion, and links to full recorded trainings can all become part of a full one-stop training toolbox.

(c) Customer Service Strategy

i. Describe the strategy that will be used to deliver excellent customer service. Explain how customers will be greeted and received upon entry to the workforce centers, the type of customer experience they will receive, and how they will be surveyed to

monitor their experience. Include how these results will be provided on a real-time basis through online surveying and how it will be accessible to management, One Stop Operator, Administrative Entity, and the Board.

Legacy in Action is RWS' proprietary customer experience program used to provide unparalleled customer experience and service. All RWS staff are certified in the Legacy in Action program. As described on page 27, as a forthcoming innovation, RWS proposes to expand Legacy in Action training to system partner staff.

To develop Legacy in Action, we collaborated with the Disney Institute – a world-renowned organization that creates real and memorable experiences for their customers. This collaboration resulted in transforming the service experience of both our internal and external customers.

Through Legacy in Action, our vision of world-class customer experience is created by developing an environment of hope and success, paired with individualized services to assist each customer in reaching their highest potential and living their best life. To do this, we identify and provide customized services – a tangible item – but, more importantly, we focus on the ways in which we deliver these services/resources. These intangibles matter most. They make the difference between just meeting expectations and making memorable and life-changing impacts on those we serve.

Our work with the Disney Institute also led us to a defined Chain of Excellence that supports the Legacy in Action program, and therefore is the foundation of our work. The Chain of Excellence emphasizes:

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

Through our staff training and setting behavioral competency goals and service expectations, we have transformed our organization from one that gets the job done, to one that inspires customers and employees to maintain integrity, respect for one another, professionalism, accountability, and focuses on and celebrates customer success.

RWS staff are introduced to Legacy in Action within one week of hire date, then required to complete training and take a competency test within 90 days of hire date.

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

The Legacy in Action participant feedback survey is available online through links, QR code scanning, and posters and marketing materials in the center asking for feedback. Because the survey exists online, results are easily organized, reviewed and reporting to the One Stop

Operator, AE, and the Board. To make this work as seamlessly as possible, and to continue to evolve service offerings and revolutionize the workforce services landscape, we rely on participant feedback. We value the information provided to us and use it as the baseline when we implement change, on both a local and a national scale.

In addition to our Legacy in Action model, we operate our Southwestern New Mexico programs with an automated intake and referral process. Implemented by RWS, this system exists within Geographic Solutions New Mexico Workforce Connection Online Software and can be done virtually instead of needing intake forms that have been used in the past, which increases efficiency. This is the only source of referral tracking and demographic data recording. at the local level and once the appropriate clearance is received, staff will be trained to use it appropriately.

(d) Business Engagement

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

Our sector knowledge and refined business acumen make us well-aligned to facilitate the development and expansion of existing business relationships. We know how to communicate with business leaders and industry officials to determine the skills needed to fill positions in those fields. RWS also operates the Adult and Dislocated Worker program in Southwestern New Mexico and our trained business outreach team that operates in that capacity represents business services for all programs within the system. They have developed expertise working with employers in the entire region, especially in the harder-to-serve rural areas. They attend the events and make the referrals that make our employer network as strong as it is. They have been trained in asking the right questions and building the strong rapport informs us of their needs and how to best meet them.

RWS business services staff are trained with our two-tier Business Solutions Consultant Certification curriculum. This training was designed to coach our staff on techniques and provide tools to prepare business solutions consultants who can accurately assess the business needs and respond with solutions. These sessions require staff to research LMI, discuss, strategically plan and develop critical deliverables necessary to serve the business community and ensure performance objectives are met. Tier 1 training is available as an e-learning curriculum on RTS. Tier 2 training is a four-module customized training provided to staff at the career center or via webinars by a member of the national business solutions team. As part of our ongoing efforts to train all partner staff efficiently, this training can be made available to the full One Stop system.

To deepen our business relationships, we will work with the Board to create a regional outreach plan broad enough to allow flexibility to all involved, but stringent enough to ensure goals and metrics are met. This plan will align with the Southwestern Area Workforce Development Board's Strategic Vision and Goals, as outlined in the Modified Local Four-Year Plan PY 2016-2019, entitled "Building a Skilled & Ready Workforce: For an Ever-Changing Economy in Southwestern New Mexico" and will be aligned to specifically help meet the following goals:

Goal 1 - Establish stronger relationships with businesses and other trade or labor groups to better understand and prepare to meet their employment needs.

Goal 4 - Build relationships that promote long term success and connect youth to the workforce system.

We have furthered these goals in our work so far by expanding monthly workforce partner meetings to include economic development boards from around the region in an effort to build more direct bridges to our system for businesses in each community.

In addition to training and coordinating, the OSO's role is to support board's efforts to ensure the plan and goals come to fruition. We will develop our business relationships more thoroughly through use of our new Awareness Campaign, which is explained in greater detail in the following response.

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

Outreach at the present includes involvement in chambers of commerce and presence at local events, as well as the work we have done to participate in job fairs and the work we will continue to do to provide job fairs to every area of the region – even virtually – in the coming months.

OSO Darleen Lopez worked closely with the City of Las Cruces Economic Development Board to gain insight on business most impacted by COVID-19 and provide needed support, with efforts focused heavily on healthcare. She has also worked with the Deming Economic Development Board on a similar initiative to align forces in support of COVID-19 impacted businesses in Luna County. She recently applied for a committee position that would allow her to help advise City of Las Cruces economic programs and policies.

In addition to that economic outreach, one of our most notable achievements is implementation of our recently launched Awareness Campaign. Starting in April 2020 and budgeted for PY 20-21, we have contracted with a local vendor to ensure our outreach message and awareness of our service offerings is shared across all seven counties of the Southwestern New Mexico region.

This campaign has already started to be, and will continue to be, instrumental in spreading workforce system awareness. It is flexible enough to keep the message aligned with the current climate and evolving workforce services environment. This campaign reaches beyond the more densely populated areas of our service region to include impactful messaging for use in the smaller, more rural counties as well. In those areas, the approach is tailored, and our messages appear on billboards and in radio spots, based on proven ways to reach those residents.

iii. Describe the process and frequency of hosting hiring and job fair events by county for the program year. Describe the collaboration strategies to be used with workforce partners and the expected outcomes for both employers and job seekers. Include the method of how customer satisfaction surveys will be obtained and analyzed.

Major job fairs are currently held quarterly and each center partners with their local municipality, city, or economic development board to facilitate. In addition to those events, smaller job fairs happen throughout the year in coordination with individual employers or specific industries based on need.

The Mock It Till You Rock It! interview event was a state initiative and, in partnership with the AE and the public schools, RWS formed the planning committee and put on the event March 6, with a second event held a week later. RWS was instrumental in bringing together 358 jobseekers and 45 employers for the Convention Center Job Fair. During a Rapid Hire event in December, RWS staff helped the Department of Workforce Solutions interview and virtually interview individuals to fill their openings.

RWS will create a more formal partnership program for hosting job fairs, specifically virtual job fairs. Working with a contracted vendor, RWS is in the process of planning these future events based on best practices. These virtual events will be offered via Zoom video conferencing. The Zoom software is cost-effective, supports participation of several panelists, and allows ongoing audience engagement. The flexibility of the platform means workforce system staff can use it to facilitate follow-up with participants based on unique individual and business needs.

These virtual job fairs will allow us to host large group presentations (of up to 1,000 people), in addition to small-group or one-on-one breakout sessions in up to 50 separate "rooms." Registration is simple and can be tailored to each participating individual and employer. Employers can be provided the specific date, time, and log-in credentials and all workforce partners will be granted access and can participate. Job seeker participants can register simply by obtaining the link, so pre-registration is not required. Pre-registration can be encouraged to allow for planning based on estimated participation levels and because it enables staff to perform "light touch" screening of interested participants as they accept each registration. The ability to offer pre-registration means participants can submit questions and share their interests and employers they are most curious about in advance. URL tracking of registrations is possible and adds value because organizers will be able to see what source registrations are coming from, allowing us to target outreach to be sure every area in the region is represented.

(e) Community Outreach Strategy

i. Describe how workforce services will be promoted in all communities within the Southwestern region, and how recruitment of priority populations will be conducted with partners.

The newly implemented Awareness Campaign will help us to promote even more specifically our available system services in every single Southwestern New Mexico community. This campaign allows us the flexibility to change our mode of communication for each community and to change our message to better target those populations and to better fit the ever-changing climate. The related printed materials and radio ads will reflect our available services.

As part of this campaign, our contracted vendor will design and deliver community outreach and awareness materials within our seven-county region. The vendor is executing and leading content development for outlets including developing content and messaging for our One Stop services to be included on YouTube, Pandora online radio, and other digital and traditional channels and platforms to inform individuals across the region, via a variety of media, how to apply for unemployment and obtain our assistance and services.

Outreach is strategically designed to increase resource availability for those communities we serve where people are most in need. An additional aspect of our outreach effort has recently included the successful opening of a new office in Sunland and a new satellite location in Las Cruces. These locations were selected to bring services closer to the people who needed them. Individuals in the industrialized border corridor no longer have to seek out transportation or travel hours to obtain our services. We believe the best way to truly help people overcome barriers is to find ways to assist them without creating new obstacles.

ii. Describe the strategies to collaborate and set recruitment goals with workforce partners to develop outreach campaigns to serve youth who are target populations within the public workforce system.

One advantage of the collaborative and mission driven system we operate is that our programs

are integrated in a way we can provide a smooth and efficient transition from the WIOA Youth program to the WIOA ADW program. We place great focus on our ability to co-enroll those participants in programs when they are eligible for more than one – this includes youth who are old enough to be considered out-of-school and also adults – and provide cross referrals to youth and other participants who can benefit from the services of more than one partner program simultaneously.

Ms. Lopez was integral in bringing the current Youth provider into the system and has met with the Youth program director on several occasions and has previously supervised the youth career pilot program. She was able to reach in to our corporate toolbox to use national best practices to help develop an initiative and plan an event that not only recruited eligible youth, but helped them through touring and got them involved in the program in cohorts rather than individually and moved them through services efficiently to work experience. Her initiative was able to help address a Youth program struggle with enrollments and completion because it turned single exits into groups of 10 or 12 at a time.

The system also serves youth through our relationship with Job Corps. As a new co-located partner, Job Corps offers a different avenue for youth success than most services offer with its residential component. This developing partnership spotlights our ability to bring in new partnerships to strengthen not only our entire youth outreach scope, but the system as a whole.

Other partnerships to boost youth opportunities are our Alternative Licensure program with the Las Cruces Public Schools and our summer internship program with Gadsden Independent Schools. The Alternative Licensure program is allowing us to provide licensure to teachers who already have bachelor's degrees to help fill the education gap and attract teachers to New Mexico.



Our summer internship program with Gadsden Public Schools will offer paid internships for youth ages 14 to 21.

The summer internship program we are developing with Gadsden Independent Schools will provide paid summer internships for youth participants, ages 14 to 21, in agricultural mechanics, agricultural plant systems, architectural drafting, automotive, construction, welding, or creative media. Informational sessions for these programs were scheduled for March and deferred because of COVID-19 closures. We plan to move ahead with the program as soon as possible and according to safety and health guidelines.

(f) Board's Inventory Control

i. Describe how the Board's inventory at the workforce centers will be inventoried, tracked, and reported. The Board currently has approximately 120 computers and monitors, 25 desktop scanner, and copier/printers throughout the seven workforce

offices and in the two suites located at 500 S. Main Street in Las Cruces, New Mexico.

Currently, site managers track their individual inventory and report it to the OSO. The OSO and Assistant OSO use our internal inventory tracking system to keep all items accounted for and report quarterly to the AE. This consists of signature logs and forms to track equipment movement and inventory lists and tagging systems help ensure we are always aware of where existing items are and where each new item ends up within the system. Per the existing operational plan "An inventory list of furniture, equipment, technology (computers, printers, etc.) is maintained and organized by funder-owned and RWS-owned. New items purchased are added to the list while items that are inoperative are noted on the list. The project follows property disposal procedures."

Currently, the OSO is researching automated inventory software we may be in position to implement in the future to supplement the Board's system.

(g) Americans with Disabilities Act

i. Describe the strategies and process, to include but not limited to equipment, all media messaging, and personal services, for maintaining physical and programmatic accessibility for individuals with disabilities in accordance with the Americans with Disability Act in all centers.

A recent, region-wide assessment performed by the ADA Commission culminated in a report on every office location in our region. In collaboration with the ADA Commission, DVR and the Board, the OSO program has inventoried and is in the process of ordering equipment and items indicated in this report as being necessary to ensure our facilities are ADA compliant. To ensure consistency, we will conduct an annual ADA review of signage and equipment to assure we are fully accessible to every individual in need of our services. The OSO maintains the responsibility of tracking any and all changes to our accessibility and making any needed requests for updated signage or equipment. RWS OSO staff will continue to provide training to all staff, on an ongoing and as-needed basis, to assure every individual working for every partner is informed on how to offer the best services to job seekers regardless of any visible or invisible disability and how to help them locate services most efficiently that will offer them needed barrier remediation.

To aid in these efforts, we propose instituting a feedback survey available specifically to customers who require ADA accommodations to inform us first-hand how well we meet the needs of these individuals and how we can improve any related facets of service delivery in the future.

(4) Innovation & Continuous Improvement (225 points)

(a) Provide a narrative to describe one (1) innovative initiative for the delivery of excellent customer service within the workforce system in Southwestern New Mexico. Include a timeline and expected outcomes.

One innovative initiative we plan to implement to continue delivery of excellent customer service throughout the workforce system is the Welcome Team function derived from the Disney experience. Our OSO plans to implement this solution by offering our RWS Legacy in Action customer satisfaction training to all system partners.

At Disney, attention to detail is something of an art form. In the book, *Be Our Guest*, entire passages talk about this passion. This kind of creativity and attention to detail is woven throughout the Disney guest experience. From the signature "Have a magical day" that guests

hear when speaking to telephone agents, to the "Welcome foolish mortals," they hear at the Haunted Mansion, these small, but important touchpoints demonstrate a devotion to detail that lets everyone know Disney guests are worth extra effort.

This is the model we want to execute for our centers. We want to present an immersive, catering, bold and customer focused triage process that begins as soon as the customer swings open the door. We want them to see a beautiful and welcoming space and be met with smiling, friendly faces that assure them they are where they need to be. We are eager to help them find any solution we can to help them meet their goals, even if that means referring them elsewhere to be sure they have any and all resources we can help them obtain. We want everyone who walks in to receive some benefit from doing so, and we want to be sure, from the first second of engagement, that we are proud of the work we are sharing.

One of our corporate resources, our Legacy in Action customer service training, can help make this vision a reality in Southwestern New Mexico. This training will be facilitated by a member of our National Service Delivery Team, in-person or virtually if needed. And it can be tailored to meet any customer service need that should arise as a result of the closing and reopening of facilities and any changing public health guidelines.

TIMELINE

We propose to begin implementing this initiative by the end of the first quarter of the next program year.

OUTCOME

Our primary goal is to provide a "no wrong door" feeling for customers that provides a quality experience for every single person who enters our centers despite their needs or eligibility, and a glowing first impression for them to retain as they work through our service offerings. An equally important goal is to ensure staff and the Board are proud of the services being offered and the impression their staff and attention to detail leave on those they serve and on the entire community.

(b) Provide a narrative describing the continuous improvement processes with partners that will be applied to improve the quality of services and effectiveness of the workforce system in Southwestern New Mexico. Include a timeline and expected outcomes.

RWS relies on timely and accurate collection, reporting, and review of data covering all workforce system partners. We focus heavily on quality as a company and conduct monthly Quality Measurement Tool (QMT) reviews of each location. Our QMT quality improvement and measurement system assesses operational conformance to customer requirements and to company policies and procedures, facilitates continual performance improvement and identifies best practices. The goal of this process is to identify strengths and opportunities for improvement, and to assist all involved staff in addressing areas that need improvement.

One of the QMT standards requires the annual development/update of detailed internal monitoring plans. The plan details standards for client file maintenance and review, documentation requirements, and level and frequency of internal monitoring of each file. It includes an internal self-assessment and an onsite review conducted by trained reviewers. Strengths and gaps are identified through these site reviews. Our continuous improvement model constantly assesses and addresses performance and customer satisfaction issues.

Our Continuous Quality Improvement Site visits are documented in Quick Base to observe

programs, note strengths and deficiencies, and log activities. The approval workflow allows shortcomings to be addressed and resubmitted. Reports are shared to keep partners and stakeholders fully informed. In response to the data collected, we implement training and Standard Operating Procedures accordingly with partner staff.

To facilitate customer feedback that contributes to our continuous quality improvement, we have refreshed the existing customer feedback survey. The form was reduced to 14 questions and the model shifted to a "happy or not" emoji style from a long form to make the experience quicker and more user-friendly. After this change, we went from 14 surveys completed in one center to 200 submitted in a month. We will be expanding this form of the survey to all centers.

TIMELINE

The goal is to have all RWS-controlled factors of this system operational by September, implementing them in a phased approach between now and then.

OUTCOME

Our primary goal would be to capture feedback more efficiently in every center so the OSO can more efficiently track performance and monitor the customer experience and use that feedback as the catalyst for future innovations that help meet goals and enhance the customer experience.

(c) Provide a narrative describing innovative outreach efforts with partners to those without internet, hard to serve populations in remote areas, and populations such as out-of-school youth.

The recently implemented Awareness Campaign is our most innovative outreach thus far and ensures our message and those of our partners are visible in every community we serve, despite remote locations and limited or no internet or communication access. This outreach is tailored to each service area and even customized to the audience we choose to target with each message, providing awareness across a variety of media platforms. This campaign has helped us more efficiently share the investment we have in every single county and community in our region.

To deepen that investment and make it even more apparent to those who have not yet bought in to what we can offer, and to continue to build on that outreach, the OSO is working to bring a mobile service unit to the Southwestern New Mexico region. A mobile location would offer all services available in our offices to every single resident in our region and require nothing of the individual to obtain them. It could mean the difference between providing life-altering opportunity to someone right outside their door to requiring them have internet or transportation to make it the hour or more to even a satellite location. It would allow us to ensure, without a doubt, that our integrated service model was truly "for all," even those in the deepest corners of the region. And it would provide them the exact same access to resources we provide elsewhere, without requiring anything of them or giving them additional barriers to overcome to reach their goals.

(d) Describe an innovative approach to conduct customer follow-ups with customers to enhance their customer experience.

One way RWS has innovated customer follow-up that enhances the customer experience is by organizing and facilitating a weekly meeting with our co-located Business Services Team. Led by our One Stop Operator, these meetings focus on collaborative outreach, new job opportunities, economic trends, and other information essential to the job seekers our system serves. In establishing weekly meetings, our business team is held to a high standard of team

communication, which encourages more broad communication and encourages case managers to reach out to customers and share relevant information and good news as a form of follow-up. Our Awareness Campaign also allows us to connect to customers via text to alert them to opportunities and events, such as job fairs. Both of these examples are valuable because they allow for job seekers to not only walk out of our One Stop offices empowered but remain engaged with the workforce system and continue to have information about education and employment opportunities available at their fingertips with no additional work required from them.

WORKFORCE INNOVATION AND OPPORTUNITY ACT
Budget Worksheet

Sub-grant Number	Contract Period		Name of Provider
RFP# 2019-01	July 1, 2020 - June 30, 2021		Arbor E&T, LLC dba ResCare Workforce Services

		Budget											
		Original Budget				Budget Adjustment				Final Budget			
Budget Category		Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
Staff Salaries	Wage x % of Program x Project Hours												
Example: Program Manager	$20 x 100% x 800 hours	$ 530.00	$ 800.00	$ 2,130.00	$ 3,460.00				$ -	$ 530.00	$ 800.00	$ 2,130.00	$ 3,460.00
One-Stop Operator	*$33.00 x 100% x 2,080 hours*	$ 28,828.80	$ 23,337.60	$ 16,473.60	$ 68,640.00				$ -	$ 28,828.80	$ 23,337.60	$ 16,473.60	$ 68,640.00
Project Accountant	*$25.48 x 100% x 166.4 hours*	$ 1,780.75	$ 1,441.56	$ 1,017.57	$ 4,239.87				$ -	$ 1,780.75	$ 1,441.56	$ 1,017.57	$ 4,239.87
Assistant One-Stop Operator	*$18.95 x 100% x 2,080 hours*	$ 16,554.72	$ 13,401.44	$ 9,459.84	$ 39,416.00				$ -	$ 16,554.72	$ 13,401.44	$ 9,459.84	$ 39,416.00
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
Total Staff Salaries		$ 47,164.27	$ 38,180.60	$ 26,951.01	$ 112,295.87	$ -	$ -	$ -	$ -	$ 47,164.27	$ 38,180.60	$ 26,951.01	$ 112,295.87
Fringe Benefits	Percentage or Cost	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
FICA/Medicare	7.65% of total staff salaries	$ 3,608.07	$ 2,920.82	$ 2,061.75	$ 8,590.63				$ -	$ 3,608.07	$ 2,920.82	$ 2,061.75	$ 8,590.63
FUTA	0.17% of total staff salaries	$ 81.24	$ 65.77	$ 46.43	$ 193.44				$ -	$ 81.24	$ 65.77	$ 46.43	$ 193.44
SUTA	0.27% of total staff salaries	$ 127.59	$ 103.29	$ 72.91	$ 303.78				$ -	$ 127.59	$ 103.29	$ 72.91	$ 303.78
Workmans Comp. Ins.	2.32% of total staff salaries	$ 1,094.21	$ 885.79	$ 625.26	$ 2,605.26				$ -	$ 1,094.21	$ 885.79	$ 625.26	$ 2,605.26
Workmans Comp. Fee		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
Health Care Ins.	9.00% of total staff salaries	$ 4,244.78	$ 3,436.25	$ 2,425.59	$ 10,106.63				$ -	$ 4,244.78	$ 3,436.25	$ 2,425.59	$ 10,106.63
Retirement	0.37% of total staff salaries	$ 175.05	$ 141.71	$ 100.03	$ 416.79				$ -	$ 175.05	$ 141.71	$ 100.03	$ 416.79
Life Insurance	0.06% of total staff salaries	$ 27.51	$ 22.27	$ 15.72	$ 65.50				$ -	$ 27.51	$ 22.27	$ 15.72	$ 65.50
Disability Insurance	0.39% of total staff salaries	$ 183.81	$ 148.80	$ 105.03	$ 437.63				$ -	$ 183.81	$ 148.80	$ 105.03	$ 437.63
					$ -				$ -	$ -	$ -	$ -	$ -
Total Fringe Benefits		$ 9,542.26	$ 7,724.69	$ 5,452.72	$ 22,719.67	$ -	$ -	$ -	$ -	$ 9,542.26	$ 7,724.69	$ 5,452.72	$ 22,719.67
Travel	Description	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
In-State Travel													
Mileage & Per Diem	235 miles per month at $0.32 per mile for 12 months	$ 379.01	$ 306.82	$ 216.58	$ 902.40				$ -	$ 379.01	$ 306.82	$ 216.58	$ 902.40
Lodging	3 nights lodging at $150 per night	$ 189.00	$ 153.00	$ 108.00	$ 450.00				$ -	$ 189.00	$ 153.00	$ 108.00	$ 450.00
Meals	3 days of meals at $80 per day	$ 100.80	$ 81.60	$ 57.60	$ 240.00				$ -	$ 100.80	$ 81.60	$ 57.60	$ 240.00
Car Rental	$150 per trip for 28 trips	$ 1,764.00	$ 1,428.00	$ 1,008.00	$ 4,200.00				$ -	$ 1,764.00	$ 1,428.00	$ 1,008.00	$ 4,200.00
Out-of-State Travel					$ -								$ -
Airfare	1 flight at $750	$ 315.00	$ 255.00	$ 180.00	$ 750.00				$ -	$ 315.00	$ 255.00	$ 180.00	$ 750.00
Lodging	4 nights at $150 per night	$ 252.00	$ 204.00	$ 144.00	$ 600.00				$ -	$ 252.00	$ 204.00	$ 144.00	$ 600.00
Meals	4 days of meals at $80 per day	$ 134.40	$ 108.80	$ 76.80	$ 320.00				$ -	$ 134.40	$ 108.80	$ 76.80	$ 320.00
Total Travel		$ 3,134.21	$ 2,537.22	$ 1,790.98	$ 7,462.40	$ -	$ -	$ -	$ -	$ 3,134.21	$ 2,537.22	$ 1,790.98	$ 7,462.40
Materials & Supplies	Description	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
Office Supplies	$900 per FTE for 2.08 FTEs	$ 786.27	$ 636.51	$ 449.30	$ 1,872.07				$ -	$ 786.27	$ 636.51	$ 449.30	$ 1,872.07
Postage	$50 per month for 12 months	$ 252.00	$ 204.00	$ 144.00	$ 600.00				$ -	$ 252.00	$ 204.00	$ 144.00	$ 600.00
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
Total Materials & Supplies		$ 1,038.27	$ 840.51	$ 593.30	$ 2,472.07	$ -	$ -	$ -	$ -	$ 1,038.27	$ 840.51	$ 593.30	$ 2,472.07
Property	Description	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
Total Property		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Facility Rental	Description	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
Loretto Towne Center - Las Cruces	$1,666.67 per month for 12 months	$ 8,400.00	$ 6,800.00	$ 4,800.00	$ 20,000.00				$ -	$ 8,400.00	$ 6,800.00	$ 4,800.00	$ 20,000.00
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
Total Facility Rental		$ 8,400.00	$ 6,800.00	$ 4,800.00	$ 20,000.00	$ -	$ -	$ -	$ -	$ 8,400.00	$ 6,800.00	$ 4,800.00	$ 20,000.00

Miscellaneous	Description	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
General & Professional Liability Insurance	$5.46 per $1,000 of revenue	$ 573.30	$ 464.10	$ 327.60	$ 1,365.00				$ -	$ 573.30	$ 464.10	$ 327.60	$ 1,365.00
Cell Phone Stipend	$75 per month for 2.08 FTEs for 12 months	$ 786.24	$ 636.48	$ 449.28	$ 1,872.00				$ -	$ 786.24	$ 636.48	$ 449.28	$ 1,872.00
Awareness Campaign	$1,810.01 per month for 12 months. The monthly expenditure rate of the awareness campaign is dependent upon an updated MOU for the PY20, which will be negotiated in Jul-20.	$ 9,122.46	$ 7,384.84	$ 5,212.83	$ 21,720.13				$ -	$ 9,122.46	$ 7,384.84	$ 5,212.83	$ 21,720.13
Sales Tax	7.32% for total operating expenses	$ 7,301.70	$ 5,910.90	$ 4,172.40	$ 17,385.00				$ -	$ 7,301.70	$ 5,910.90	$ 4,172.40	$ 17,385.00
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
					$ -				$ -	$ -	$ -	$ -	$ -
Total Miscellaneous		**$ 17,783.70**	**$ 14,396.32**	**$ 10,162.11**	**$ 42,342.13**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 17,783.70**	**$ 14,396.32**	**$ 10,162.11**	**$ 42,342.13**

Professional Services	Description	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
Audit	0.20% of revenue	$ 210.00	$ 170.00	$ 120.00	$ 500.00				$ -	$ 210.00	$ 170.00	$ 120.00	$ 500.00
Payroll Processing Fees	$3.00 per FTE for 2.08 FTEs for 24 pay periods	$ 62.90	$ 50.92	$ 35.94	$ 149.76				$ -	$ 62.90	$ 50.92	$ 35.94	$ 149.76
User Fees - Performance Management Tool	$35 per month for 1.08 users over 12 months	$ 190.51	$ 154.22	$ 108.86	$ 453.60				$ -	$ 190.51	$ 154.22	$ 108.86	$ 453.60
Employee Background Checks	1 background check at $70	$ 29.40	$ 23.80	$ 16.80	$ 70.00				$ -	$ 29.40	$ 23.80	$ 16.80	$ 70.00
					$ -				$ -	$ -	$ -	$ -	$ -
Total Professional Services		**$ 492.81**	**$ 398.94**	**$ 281.61**	**$ 1,173.36**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 492.81**	**$ 398.94**	**$ 281.61**	**$ 1,173.36**

Profit Incentives	Descriptions	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
Profit Incentives	8.70% on operation costs	$ 8,400.00	$ 6,800.00	$ 4,800.00	$ 20,000.00				$ -	$ 8,400.00	$ 6,800.00	$ 4,800.00	$ 20,000.00
Total Profit Incentives		**$ 8,400.00**	**$ 6,800.00**	**$ 4,800.00**	**$ 20,000.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,400.00**	**$ 6,800.00**	**$ 4,800.00**	**$ 20,000.00**

Indirect Costs	Descriptions	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
Indirect Costs	10.33% on operation costs	$ 9,044.48	$ 7,321.73	$ 5,168.28	$ 21,534.49				$ -	$ 9,044.48	$ 7,321.73	$ 5,168.28	$ 21,534.49
Total Indirect Cost Rate		**$ 9,044.48**	**$ 7,321.73**	**$ 5,168.28**	**$ 21,534.49**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 9,044.48**	**$ 7,321.73**	**$ 5,168.28**	**$ 21,534.49**

Participant Training Costs	Descriptions	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -
Total Participant Services		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

TOTAL BUDGET EXPENSE	$ 105,000	$ 85,000	$ 60,000	$ 250,000	$ -		$ -	$ -	$ 105,000	$ 85,000	$ 60,000	$ 250,000

	Original Budget				Budget Adjustment				Final Budget			
AVERAGE PARTICIPANT COSTS	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total	Adult	Dislocated Worker	Youth	Total
Number of Participants	479	143	218	840				0				0
Average Cost per Participant (Operating + Participant Training)	$ 219.21	$ 594.41	$ 275.23	$ 494.44	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	**#DIV/0!**
Average Cost per Participant (Operating Costs Only)	$ 219.21	$ 594.41	$ 275.23	$ 494.44	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	**#DIV/0!**
Average Cost per Participant (Participant Training Costs Only)	$ -	$ -	$ -	$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	**#DIV/0!**
									#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Staffing Plan

OFFEROR'S NAME: Arbor E&T, LLC dba ResCare Workforce Services

STAFFING PLAN					PERCENT OF WORK HOURS			ANNUAL WAGES / SALARY EXPENSE
Title of Position	Work Site Location	Does this Position have Direct Contact with Customers?	Hourly Rate	Total Work Hours During Term of Contract (All Programs)	WIOA	Non - WIOA Programs	Total	WIOA
Example: Supervisor	Las Cruces	Yes	$ 18.00	800	80%	20%	100%	$ 11,520.00
One-Stop Operator	Las Cruces	Yes	$ 33.00	2,080	100%	0%	100%	$ 68,640.00
Project Accountant	Las Cruces	No	$ 25.48	166.4	100%	0%	100%	$ 4,239.87
Assistant One-Stop Operator	Las Cruces	Yes	$ 18.95	2,080	100%	0%	100%	$ 39,416.00
							0%	$ -
							0%	$ -
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							0%	$ -
							0%	$ -
TOTAL								$ 112,295.87

Reports & Information Items



One-Stop Operator Report

Connecting EMPLOYERS with JOB SEEKERS

One Stop Operator Report: March-May Re-Cap



Where we have been and where we are going.

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay New Mexico: 711 (Voice) or 1-800-659-8331 (TTY) FUNDED BY THE U.S. DEPARTMENT OF LABOR

New Mexico Workforce Connection
A Proud Partner of the American Job Center Network

March 2020

Connecting EMPLOYERS with JOB SEEKERS

- On March 16 2020 we enforced no public access in all of our Workforce Centers across the region.
- On March 25th we reduced staff to skeleton crews to reduce the spread of COVID-19 and increase physical distancing.
- Notices of these changes were posted on our regional website, our FB page and on all building entrances.
- A comprehensive business continuity plan was drafted and we worked closely with the state to align strategies.
- We created a plan to formalize telework and begun obtaining the equipment, services and training that would be needed for staff.
- By this point only 4 of the 6 centers still had staff reporting. The rest were working to serve their perspective offices remotely.



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Connecting EMPLOYERS with JOB SEEKERS



April



- In April we saw some of the highest call volumes ever in our state. The call center was processing 60,000 calls per week. (Not including unanswered calls).
- We had 300-600 calls coming in per center in our region.
- Most of the department of workforce solutions staff were re-assigned to answer UI calls coming in on the 1800 # in order to respond to the need.
- All staff members across all partners received training and materials in order to respond to the predominately UI related calls coming into the centers on the general call line (This included training on related elements of the CARE ACT).
- We spent countless hours working through the logistics of getting equipment in proper working order and getting staff trained.
- In addition to equipment, sanitizing supplies and PPE were sent out to offices and have been on an ongoing basis.
- Virtual Service Delivery became the focal point and many plans began to develop around virtual appointments, remote signatures and distance learning.

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Connecting EMPLOYERS with JOB SEEKERS

May

- Virtual Job Fair
- Virtual Workshops
- Trainings



- Customer and staff health screenings
- SOP for infection control
- Supplies and equipment.

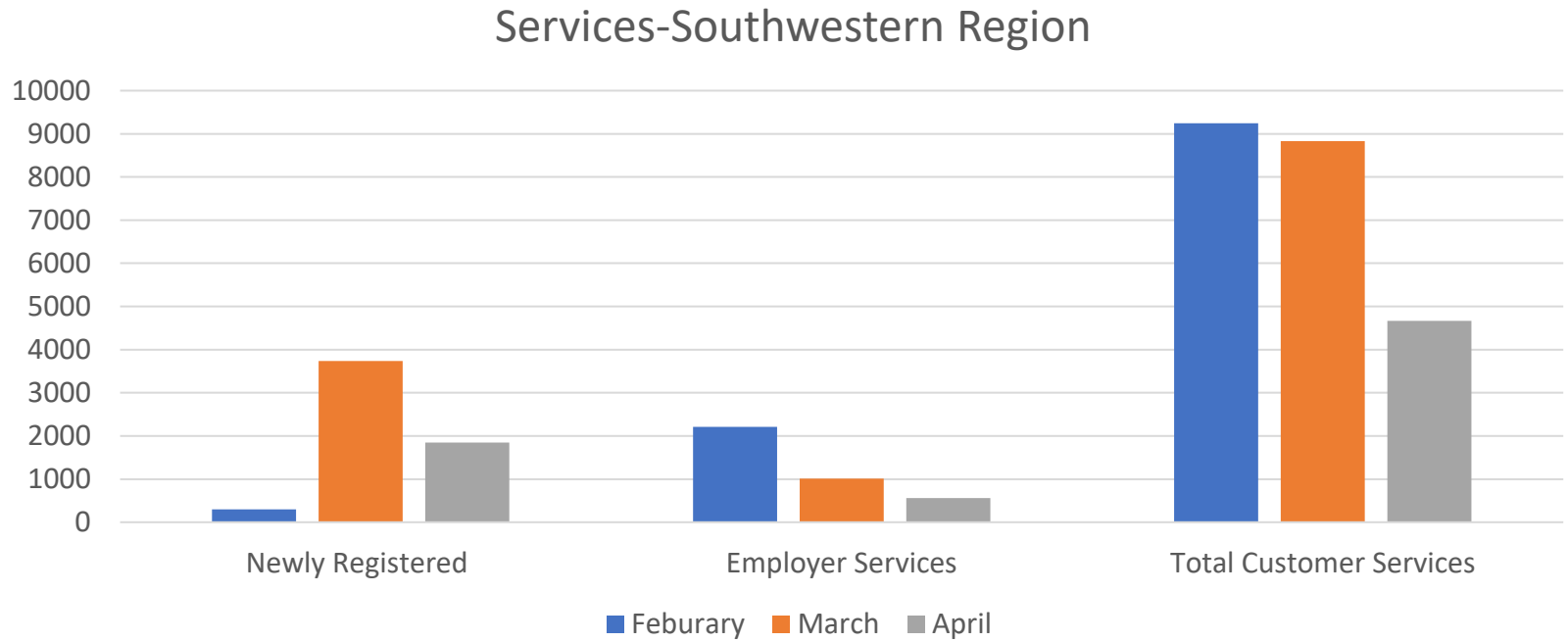
- May has brought some glimmer of hope for re-open for many businesses and organizations due to great progress in flattening the curve with the spread of COVID-19.
- Protective shields, masks, gloves, floor stickers no touch thermometers and many more items are in the process of being purchased for each of our centers and protocols are being created to protect staff as they start to return to the offices.
- Staff will begin to re-enter offices in phases over the course of the next month.
- We will continue to strengthen our virtual services and be prepared to be adaptable.

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Connecting EMPLOYERS with JOB SEEKERS

Conclusion



- We proved to ourselves that we can serve our region pretty well even virtually by providing nearly 9,000 services remotely in one month.
- We are working on a platform for resources and workshops.
- We are planning our first Econ Dev./Workforce Virtual Job Fair.
- Our toolbox continues to grow which establishes us in a way that can sustain us through current and future challenges.

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Fiscal Agent Report

Southwestern Area Workforce Development Board
Workforce Innovation and Opportunity Act
Balance Sheet
May 31, 2020

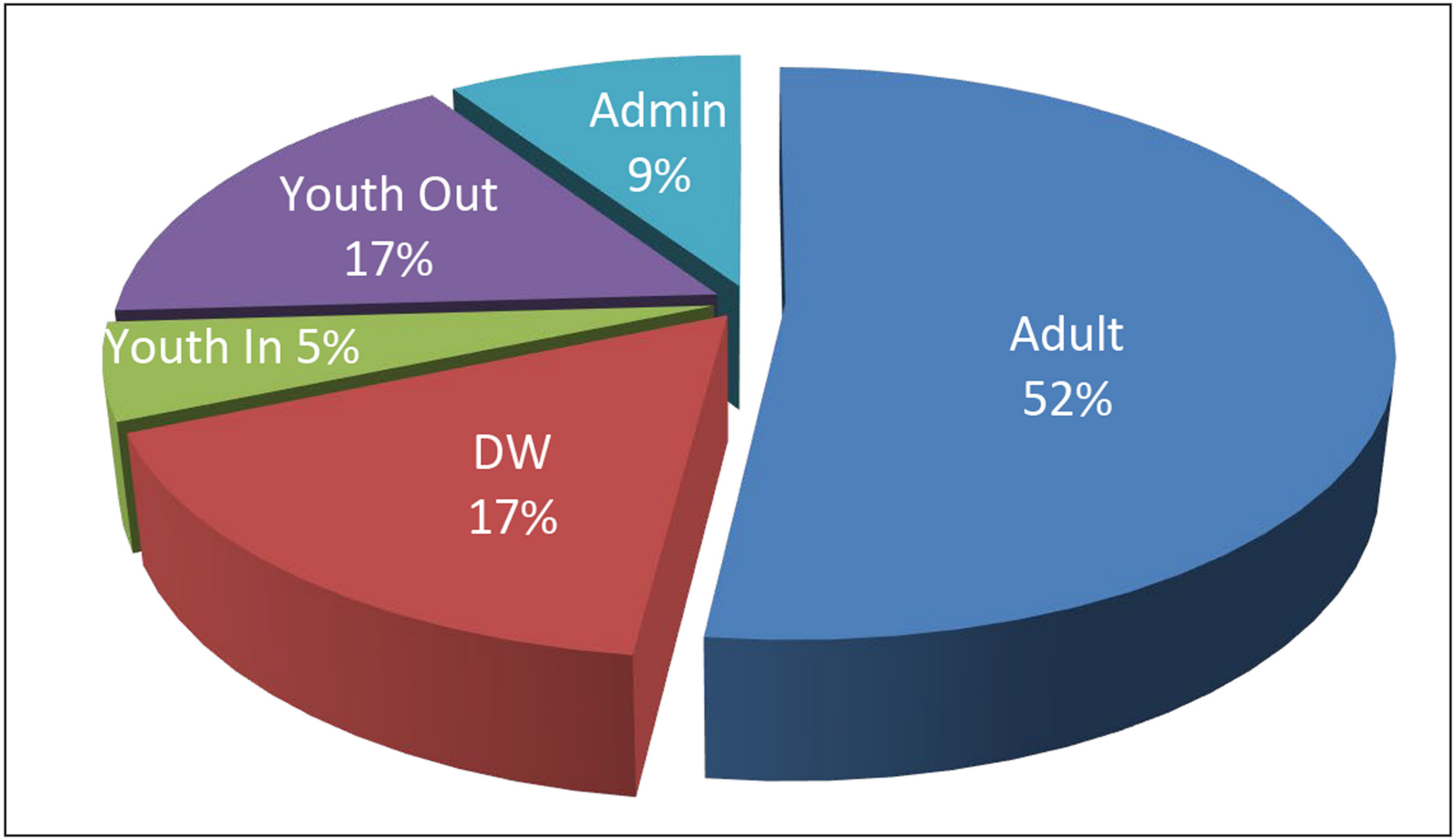
		WIOA
ASSETS:		
Cash and cash equivalents	$	64,863
Accounts Receivable-Grants		349,898
Total assets	$	414,761
LIABILITIES AND FUND BALANCE:		
Accounts payable	$	414,761
Deferred Revenue		-
Total liabilities		414,761
Fund Balance		
Unreserved and designated for future expenditures		-
Total fund balance		-
Total liabilities and fund balance	$	414,761

Southwestern Area Workforce Development Board
Workforce Innovation and Opportunity Act
Statement of Revenues, Expenditures, and
Changes in Fund Balances - Budget (GAAP Basis) and Actual
For the Fiscal Year Ended May 31, 2020

		Budget	Actual	Variance
Revenues:				
Federal grants	$	8,004,141	4,187,038	3,817,103
Expenditures:				
Employment services:				
Program Year 19/Fiscal Year 20				
Adult		2,314,992	1,137,751	1,177,241
Dislocated Worker		862,385	147,911	714,474
Youth		1,689,742	295,821	1,393,921
Administration		545,585	14,119	531,466
Program Year 18/Fiscal Year 19				
Adult		1,037,747	1,037,747	0
Dislocated Worker		550,057	550,057	0
Youth		625,594	625,594	0
Administration		378,038	378,038	-
Total general governmental		8,004,141	4,187,038	3,817,103
Excess (deficiency) of revenues over expenditures		-	-	-
Fund balance, beginning of year		-	-	-
Fund balance, end of year	$	-	-	-

Southwestern Area Workforce Development Board
Workforce Innovation and Opportunity Act
May 31, 2020

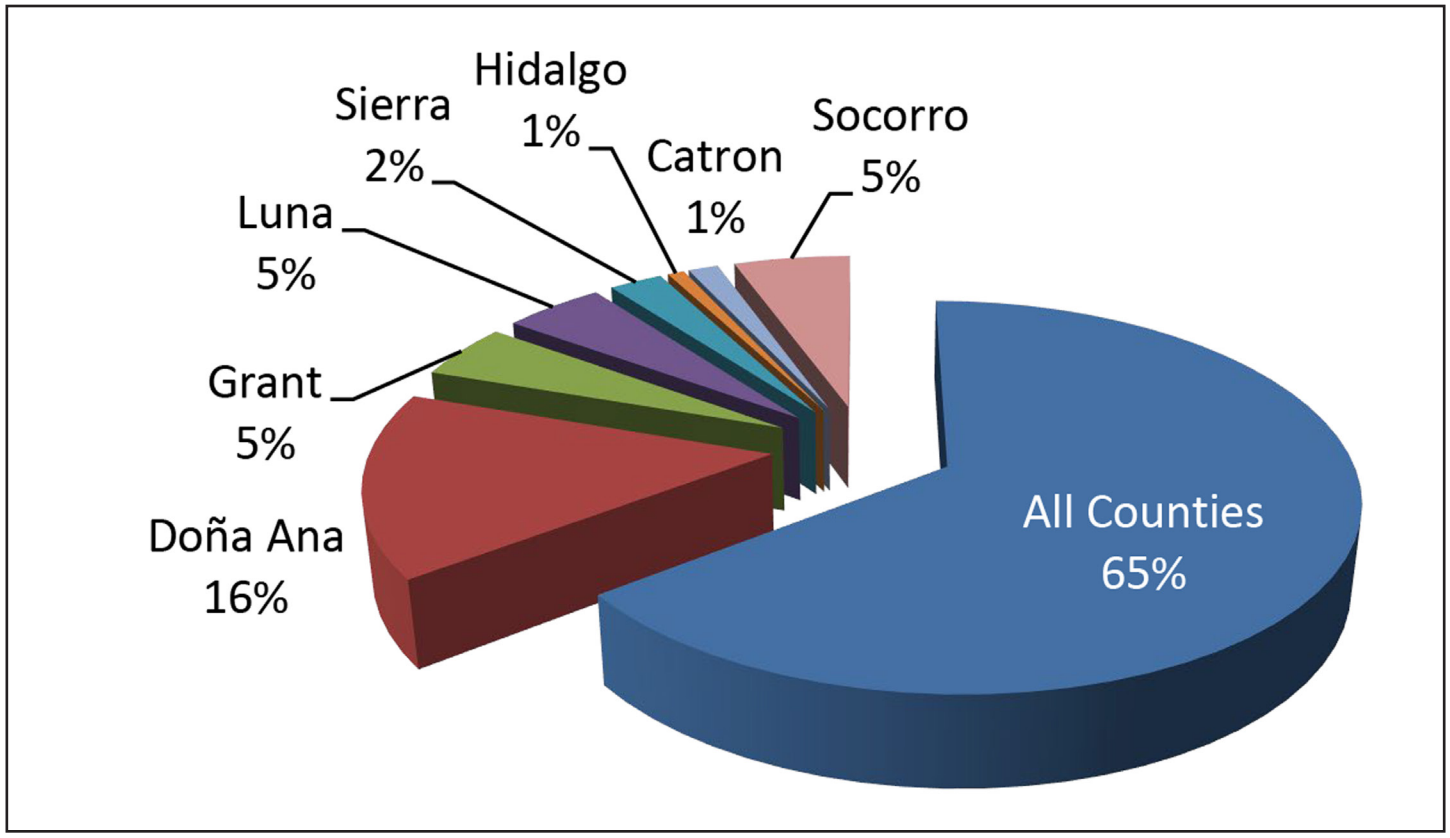
Expenditures by Fund	Adult	DW	Youth In	Youth Out	Admin
	$ 2,175,498	$ 697,968	$ 228,481	$ 692,934	$ 392,157



Southwestern Area Workforce Development Board
Workforce Innovation and Opportunity Act
May 31, 2020

Expenditures by County

All Counties	Doña Ana	Grant	Luna	Sierra	Hidalgo	Catron	Socorro
$ 2,706,910	$ 653,501	$ 195,700	$ 199,657	$ 106,444	$ 32,978	$ 60,023	$ 231,825



2020

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

☐ Holidays