

Southwestern Area Workforce Development Board

Board Meeting Agenda

Doña Ana Community College - Workforce Center
2345 Nevada Ave.
Las Cruces, NM 88001

To join the meeting by phone, dial (346) 248-7799, then enter Meeting ID: 873 0986 0162
To join the meeting online via Zoom, go to: <https://us02web.zoom.us/j/87309860162>

Thursday, June 25, 2026, at 10:00 a.m. (MDT)

*Ms. Jacqueline Fryar —Board Chair
Ms. Kim Skinner—Board Vice-Chair*

- I. Call to Order**
- II. Welcome – Introduce new board members**
- III. Roll Call and Abstentions** *(If necessary, Chair's approval for members to participate in the meeting virtually)*
- IV. *Public Comment (3-Minute Limit)**
- V. Approval of Agenda**
- VI. Consent Agenda Items**
 - a) Approval of March 26, 2026, Joint Meeting minutes. **pg. 5**
 - b) Resolution 25 – 21 approves leasing virtual reality equipment and subscribing to related software from Transfr, Inc.
 - c) Resolution 25 – 22 approves a one-year subscription for Engage by Cell's text messaging platform and mobile web app. **pg. 12**
 - d) Resolution 25 – 23 approves the Memorandum of Understanding between the Southwestern Area Workforce Development Board and America's Job Center Partners. **pg. 13**
 - e) Resolution 25 – 24 approves the PY26 Open Meetings Act Resolution. **pg. 45**
- VII. Action Items**
 - a) Resolution 25 – 25 ratifies the Executive Committee's action to award Request for Proposals (RFP) #2025-001 for WIOA Youth Services, and authorizes the WIOA Administrator to finalize contract negotiations and present the agreement to the SAWDB for final approval. **pg. 51**
 - b) Resolution 25 – 26 approves a 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, 2026, through June 30, 2028. **pg. 54**

- c) Resolution 25 – 27 approves the PY26 Budget for the period of July 1, 2026, through June 30, 2027. **pg. 128**
- d) Resolution 25 – 28 approves a government-to-government contract with the South Central Council of Governments to provide WIOA Administrative Entity Services for the period of July 1, 2026, through June 30, 2027. **pg. 129**
- e) Resolution 25 – 29 approves a government-to-government contract with Alamo Navajo School Board, Inc., to provide WIOA Youth Services for the period of July 1, 2026, through June 30, 2027. **pg. 143**
- f) Resolution 25 – 30 approves a contract with Regents of New Mexico State University/Doña Ana Community College, to provide WIOA Youth Services for the period of July 1, 2026, through June 30, 2027. **pg. 160**
- g) Resolution 25 – 31 approves a contract with Arbor E&T, LLC dba Equus Workforce Solutions, to provide WIOA Adult & Dislocated Worker Services for the period of July 1, 2026, through June 30, 2027. **pg. 161**
- h) Resolution 25 – 32 approves a contract with Arbor E&T, LLC dba Equus Workforce Solutions, to provide WIOA One-Stop Operator Services for the period of July 1, 2026, through June 30, 2027. **pg. 187**
- i) Resolution 25 – 33 approves a Youth Services Program Transition Agreement between the Southwestern Area Workforce Development Board and Arbor E&T, LLC dba Equus Workforce Solutions. **pg. 204**
- j) Resolution 25 – 34 approves a lease agreement between the Southwestern Area Workforce Development Board and Tresco, Inc. in Truth or Consequences. **pg. 205**
- k) Resolution 25 – 35 approves a lease agreement between the Southwestern Area Workforce Development Board and 70 South Investments in Sunland Park. **pg. 206**
- l) Resolution 25 – 36 approves the SAWDB meeting calendar through June 30, 2027. **pg. 207**

VIII. Reports and Information Items

- a) Administrative and Financial Reports
 - i. WIOA Administrator **pg. 211**
 - ii. Technical Assistance & Training **pg. 212**
 - iii. Financials **pg. 216**
- b) One-Stop Operator Report **pg. 225**
- c) Service Provider Reports
 - i. Youth Services (*Alamo Navajo School Board*) **pg. 240**
 - ii. Youth Services (*Equus Workforce Solutions*) **pg. 250**
 - iii. Adult/Dislocated Worker Services (*Equus Workforce Solutions*) **pg. 261**
- d) Updates from DWS

IX. Other

- a) Member Input

The Southwestern Area Workforce Development Board is an Equal Opportunity Employer and will make every effort to provide reasonable accommodations for people with disabilities who wish to attend a public meeting. Please provide notification at least 72 hours before the meeting by calling (575) 744-4857. WIOA Title I-financially assisted programs and activities are an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

Relay New Mexico: 711 (Voice) or 1-800-659-8331 (TTY).

For federal grant funding disclosures, visit <https://www.employnm.com/funding>.

X. Next Meeting

- a) See approved calendar

XI. Adjournment

*Public comments can be emailed to sawdb@employnm.com before June 25, 2026, at 10:00 a.m. (MDT). All public comments will be read at the meeting in the order received.



Scan the QR code to join the meeting via Zoom

Mission: Our mission is to empower individuals with access to quality employment, education, and training, fostering a skilled workforce that meets local employer needs and drives community economic growth.

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Consent Agenda Items

Joint Meeting
of the
The Region IV, Chief Elected Officials
and the
Southwestern Area Workforce Development Board

Grant County Veterans Memorial Business & Conference Center
3031 Highway 180 East
Silver City, NM 88062

To join the meeting by phone, dial: (346) 248-7799, then enter Meeting ID: 860 8272 8829

To join the meeting online via Zoom, go to <https://us02web.zoom.us/j/86082728829>

Thursday, March 26, 2026, at 2:00 p.m. (MDT)

DRAFT OF MEETING MINUTES

I. Call to Order

- a. SAWDB Chair called the joint meeting to order at 2:09 p.m., but established a quorum at 2:19 p.m.
- b. CEO Chair called the meeting to order at 2:09 p.m., and proceeded with their meeting agenda.

II. Pledge of Allegiance

- a. Chairman Poncé asked everyone to join him in the Pledge of Allegiance.

III. Roll Call and Abstentions

- a. Southwestern Area Workforce Development Board (SAWDB)
 - i. Ms. Grijalva called roll for the SAWDB; there were no abstentions.
- b. Chief Elected Officials (CEO)
 - i. Ms. Grijalva called roll for the CEOs; there were no abstentions.

SAWDB Members Present

Cassie Arias-Ward*
Alisa Estrada
Jacqueline Fryar
Tiffany Martinez
Erik Padilla*
Debbie Schoonover*
Kim Skinner*
JC Trujillo*
Mary Ulrich*
Gary Whitehead*

SAWDB Members Absent

Tricia Brainard (*with cause*)
Mary Ann Chavez-Lopez (*without cause*)
Magdaleno Manzanarez (*with cause*)
Ross Marks (*with cause*)
Marcos Martinez (*without cause*)
Michael Olguin (*without cause*)
Joshua Orozco (*with cause*)
Anton Salome (*with cause*)

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Voting CEO Members Present

Commissioner Art Malott
Commissioner Chris Poncé
Commissioner Manny Sanchez*
Commissioner Ray Trejo*

Voting CEO Members Absent

Commissioner Joe Gonzales
Commissioner Buster Floyd Green
Commissioner Sandy Jones

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Non-Voting CEO Members Present

Mayor pro-tem Jose G. Garcia
Mayor Michael Thompson*

Non-Voting CEO Members Absent

Chapter Vice-President Nigel Secatero
Mayor Arnold Lopez
Mayor Jacob Biggler
Mayor John L. Ojinaga
Mayor Rolf Hechler
Mayor Eric Enriquez
Mayor Russell Hernandez
Mayor Ravi Bhasker
Mayor Michelle "Micki" Shillito
Mayor Hilda Keller
Mayor Simon Wheaton-Smith
Mayor Martin Neave
Mayor Phil Mortensen
Mayor Javier Perea
Mayor Phillip Skinner
Mayor of Hurley
Mayor Deb Stubblefield
Mayor Dennis Torres

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Staff Present:

Jay Armijo, SCCOG Executive Director*
Fayth Grijalva, Administrative Specialist
Glory Juarez, WIOA Administrator
Angela Longovia, Communications Manager
Jaymi Simms, WIOA Program Manager*

Guests:

Rosina Espinoza*
Leroy Garcia*
Kory Hogan
Carolyn Kirlin*
Peter Martinez*
Marissa Molano*
Giselle Palomares
Monica Perry*
Sarah Raney
Ashley Roller*
Chris Ruiz*
Josh Stoller
Jeff Waugh*
Kerena Vazquez Levario*

*Virtual attendance (via phone or Zoom)

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IV. Public Comment

- a. No public comment

V. Approval of Agenda

- i. Chief Elected Officials Approval of Agenda.
Commissioner Malott **made a motion to approve the agenda; seconded by**

94 Commissioner Trejo. **By unanimous consent, the motion passed.** The roll call vote
95 was as follows:

96 Commissioner Malott – Yes Commissioner Sanchez – Yes
97 Commissioner Poncé – Yes Commissioner Trejo – Yes

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99 ii. Southwestern Area Workforce Development Board Approval of Agenda.
100 Ms. Estrada **made a motion to approve the agenda; seconded by Ms. Arias-Ward.**
101 **By unanimous consent, the motion passed.** The roll call vote was as follows:

102 Ms. Arias-Ward – Yes Ms. Schoonover – Yes
103 Ms. Estrada – Yes Ms. Skinner – Yes
104 Ms. Fryar – Yes Mr. Trujillo – Yes
105 Ms. Martinez – Yes Ms. Ulrich – Yes
106 Mr. Padilla – Yes Mr. Whitehead – Yes
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108 VI. Consent Agenda Items

109 a. Chief Elected Officials Consent Agenda Items

- 110 i. Approval of August 14, 2025, Joint meeting minutes
- 111 ii. Resolution 25 – 09 concurs with the Southwestern Area Workforce Development Board
112 to approve new and amended policies as approved on August 14, 2025.
- 113 iii. Resolution 25 – 10 concurs with the Southwestern Area Workforce Development Board
114 to approve profit incentives to be included in the PY25 Adult and Dislocated Worker
115 Services Contract.
- 116 iv. Resolution 25 – 11 concurs with the Southwestern Area Workforce Development Board
117 to approve profit incentives to be included in the PY25 Youth Services Contract.
- 118 v. Resolution 25 – 12 concurs with the Southwestern Area Workforce Development Board
119 to approve profit incentives to be included in the PY25 One-Stop Operator Services
120 Contract.
- 121 vi. Resolution 25 – 13 concurs with the Southwestern Area Workforce Development Board
122 to approve the amended Individual Training Account Policy 17-08.6.
- 123 vii. Resolution 25 – 14 concurs with the Southwestern Area Workforce Development Board
124 to designate Southwestern Area Workforce Development Board bank account
125 signatories.
- 126 viii. Resolution 25 – 15 concurs with the Southwestern Area Workforce Development Board
127 to approve travel, meals, hotel, and conference fees for Southwestern Area Workforce
128 Development Board members to attend the New Mexico Workforce Conference, with a
129 revised date and location, previously approved on August 14, 2025.
- 130 ix. Resolution 25 – 16 authorizes WIOA grant agreement approval contingent upon DWS
131 funding award and WIOA Administrator and Board Chair review, and authorizes the
132 Lead CEO to sign.
- 133 x. Resolution 25 – 17 appoints members to the Southwestern Area Workforce
134 Development Board for terms beginning April 1, 2026.

135 Commissioner Trejo **made a motion to approve the consent agenda items; seconded**
136 **by Commissioner Sanchez. By unanimous consent, the motion passed.** The roll call
137 vote was as follows:

138 Commissioner Malott – Yes Commissioner Sanchez – Yes
139 Commissioner Poncé – Yes Commissioner Trejo – Yes

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141 b. Southwestern Area Workforce Development Board Consent Agenda Items
142 i. Approval of December 11, 2025, SAWDB meeting minutes
143 ii. Resolution 25 – 15 approves travel, meals, hotel, and conference fees for
144 Southwestern Area Workforce Development Board members to attend the New Mexico
145 Workforce Conference, with a revised date and location, previously approved on
146 August 14, 2025.
147 iii. Resolution 25 – 16 approves the SAWDB PY24 Annual Report

148 Ms. Estrada **made a motion to approve the consent agenda items; seconded by Ms.**
149 **Martinez. By unanimous consent, the motion passed.** The roll call vote was as
150 follows:

151 Ms. Arias-Ward – Yes	Ms. Schoonover – Yes
152 Ms. Estrada – Yes	Ms. Skinner – Yes
153 Ms. Fryar – Yes	Mr. Trujillo – Yes
154 Ms. Martinez – Yes	Ms. Ulrich – Yes
155 Mr. Padilla – Yes	Mr. Whitehead – Yes

156 VII. SAWDB Discussion, Consideration, and Possible Action Regarding

- 157 a) SAWDB Resolution 25 – 17 accepts the Independent Auditor's Report for the period of July 1,
158 2024, through June 30, 2025.

159 Mr. Kory Hogan from Baker Tilly, who conducted the audit, presented the report and stated
160 they issued an unmodified opinion on the financial statements and WIOA program compliance.
161 He noted a very clean audit, with the previous earmarking finding addressed and no
162 deficiencies in the internal control system. Two new accounting standards were implemented
163 this year regarding accruals for vacation, PTO, and other compensated absences. Overall, he
164 described it as an excellent audit.

165 Ms. Estrada **made a motion to approve SAWDB Resolution 25 – 17; seconded by Ms.**
166 **Martinez. By unanimous consent, the motion passed.** The roll call vote was as follows:

167 Ms. Arias-Ward – Yes	Ms. Schoonover – Yes
168 Ms. Estrada – Yes	Ms. Skinner – Yes
169 Ms. Fryar – Yes	Mr. Trujillo – Yes
170 Ms. Martinez – Yes	Ms. Ulrich – Yes
171 Mr. Padilla – Yes	Mr. Whitehead – Yes

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173 b) SAWDB Resolution 25 – 18 approves a Corrective Action Plan between SAWDB and Equus
174 Workforce Solutions for the WIOA Youth Services Contract.

175 Ms. Juarez stated that the corrective action plan is currently under review by the project
176 manager and regional director due to youth performance measures not being met over the
177 past two years. She noted that the state may issue its own corrective action plan, likely aligned
178 with the plan already submitted. Ms. Juarez requested authority to approve and implement the
179 plan now and present it to the Board at the next meeting.

180 Mr. Trujillo **made a motion to approve SAWDB Resolution 25 – 18 as stated; seconded**
181 **by Ms. Martinez. By unanimous consent, the motion passed.** The roll call vote was as
182 follows:

183 Ms. Arias-Ward – Yes	Ms. Schoonover – Yes
184 Ms. Estrada – Yes	Ms. Skinner – Yes
185 Ms. Fryar – Yes	Mr. Trujillo – Yes

186 Ms. Martinez – Yes Ms. Ulrich – Yes
 187 Mr. Padilla – Yes Mr. Whitehead – Yes
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189 c) SAWDB Resolution 25 – 19 approves the SAWDB PY25 Revised Open Meetings Act
 190 Resolution

191 Ms. Estrada **made a motion to approve SAWDB Resolution 25 – 19; seconded by Ms.**
 192 **Martinez. By unanimous consent, the motion passed.** The roll call vote was as follows:

193 Ms. Arias-Ward – Yes	Ms. Schoonover – Yes
194 Ms. Estrada – Yes	Ms. Skinner – Yes
195 Ms. Fryar – Yes	Mr. Trujillo – Yes
196 Ms. Martinez – Yes	Ms. Ulrich – Yes
197 Mr. Padilla – Yes	Mr. Whitehead – Yes
198	

199 d) **SAWDB Resolution 25 – 20** approves new and amended policies.

200 Ms. Juarez stated that the policies under review are the Customized Training Policy 19-01.2
 201 and the One-Stop Delivery System Policy. She noted that policies must align with state-
 202 approved or revised policies. In reviewing the One-Stop Delivery System Policy, they found
 203 the former policy had overly strict office hours that did not allow for lunch or staff absences,
 204 whereas the NMAC does not require set hours. The updated policy introduces flexibility,
 205 including virtual options. The One-Stop Delivery System Policy was presented at the meeting
 206 but not included in the packet. It will be sent out separately.

207 Mr. Estrada **made a motion to approve SAWDB Resolution 25 – 20; seconded by Mr.**
 208 **Trujillo. By unanimous consent, the motion passed.** The roll call vote was as follows:

209 Ms. Arias-Ward – Yes	Ms. Schoonover – Yes
210 Ms. Estrada – Yes	Ms. Skinner – Yes
211 Ms. Fryar – Yes	Mr. Trujillo – Yes
212 Ms. Martinez – Yes	Ms. Ulrich – Yes
213 Mr. Padilla – Yes	Mr. Whitehead – Yes

214 **VIII. CEO Consent – Concurrence – Approval of SAWDB Action** *(The items below are considered*
 215 *consent concurrence items and were approved with the motion to concur with the SAWDB action*
 216 *in the resolutions listed above).*

217 Commissioner Poncé **made a motion to approve CEO Consent Concurrence items with one**
 218 **vote; seconded by Commissioner Malott. By unanimous consent, the motion passed.** The roll
 219 call vote was as follows:

220 Commissioner Malott – Yes	Commissioner Sanchez – Yes
221 Commissioner Poncé – Yes	Commissioner Trejo – Yes
222	

- 223 a. CEO Resolution 25 – 18 concurs with SAWDB Resolution 25 – 18.
 224 b. CEO Resolution 25 – 19 concurs with SAWDB Resolution 25 – 20.

225 **IX. CEO Discussion, Consideration, and Possible Action Regarding**

- 226 a. Resolution 25 – 20 accepts the Independent Auditor's Report for the period of July 1, 2024,
 227 through June 30, 2025.

228 Commissioner Malott **made a motion to approve CEO Resolution 25 – 20; seconded by**
 229 **Commissioner Trejo. By unanimous consent, the motion passed.** The roll call vote was as
 230 follows:

231 Commissioner Malott – Yes Commissioner Sanchez – Yes
 232 Commissioner Poncé – Yes Commissioner Trejo – Yes

233 b. Resolution 25 – 21 approves the Region IV, CEO PY25 Revised Open Meetings Act
 234 Resolution.

235 Ms. Juarez stated this is a revised resolution, aligned with SAWDB Resolution 25–19,
 236 clarifying virtual attendance under the Open Meetings Act. Revisions define acceptable
 237 reasons for virtual participation, require 24-hour notification, and emphasize in-person
 238 attendance when possible. She noted these changes address DWS monitors' requirements,
 239 which are more stringent than the Act, ensure state compliance, and updates on notice
 240 publication will include social media. The resolution will be revisited at the next program year
 241 meeting.

242
 243 Commissioner Malott **made a motion to approve CEO Resolution 25 – 21; seconded by**
 244 **Commissioner Sanchez. By unanimous consent, the motion passed.** The roll call vote was
 245 as follows:

246 Commissioner Malott – Yes Commissioner Sanchez – Yes
 247 Commissioner Poncé – Yes Commissioner Trejo – Yes

248 **X. Reports and Information Items** (*Items b. and c. below were not presented at the meeting. These*
 249 *reports are available in the packet*)

250 a. Administrative and Financial Reports

251 i. WIOA Administrator

252 Ms. Juarez stated that new contracts for the upcoming program year will be presented
 253 soon and that the team is working on closing out monitoring findings. She plans to
 254 provide a presentation at the start of the program year to update the Board. The annual
 255 report has been finalized and is available on EmployNM.

256 ii. Technical Assistance and Training

257 Ms. Simms reported the Technical Assistance and Training Sessions and Hours for the
 258 Adult & Dislocated Worker, Youth programs, and the ETPL from July 1, 2025, through
 259 June 30, 2025 and July 1, 2025 through December 31, 2025. She also presented
 260 Program Performance Goals & Actuals for Q1 and Q2.

261 iii. Financials

262 Ms. Juarez noted Ms. Arnold was absent, and the report is in the packet for review.

263 Ms. Estrada asked why the federal grants balance seems high. Ms. Juarez stated that
 264 spending should be more aggressive and that at least 75% of the funds should be
 265 expended by now.

266 b. One-Stop Operator Report

267 c. Service Provider Reports

268 i. Youth Services (Alamo Navajo School Board

269 ii. Youth Services (Equus Workforce Solutions)

270 iii. Adult/Dislocated Worker Services (Equus Workforce Solutions)

271 d. Updates from DWS

272 There were no updates.

273 **XI. Other**

274 a. SAWDB member input

275 i. Ms. Estrada asked about the new Workforce Center in Socorro. Ms. Juarez reported
 276 the program is progressing well, with an experienced staff member transitioning from
 277 Title I to Title III and a new Youth Child Development Specialist adapting quickly. Ms.

278 Palomares noted increased traffic and effective outreach, and overall, the move to the
279 county complex has improved referrals despite management changes.

280 b. CEO member input

281 i. Commissioner Sanchez provided an update on Project Jupiter in Dona Ana County,
282 highlighting workforce training efforts, the need for licensed childcare workers, and
283 initiatives to connect local high school students to apprenticeship opportunities.

284 **XII. Next Meetings**

285 a. The next SAWDB meeting is scheduled for Thursday, June 25, 2026, at 10:00 a.m., with the
286 venue to be determined.

287 b. The next CEO meeting is scheduled for Friday, June 5, 2026, at 10:00 a.m., with the venue
288 to be determined.

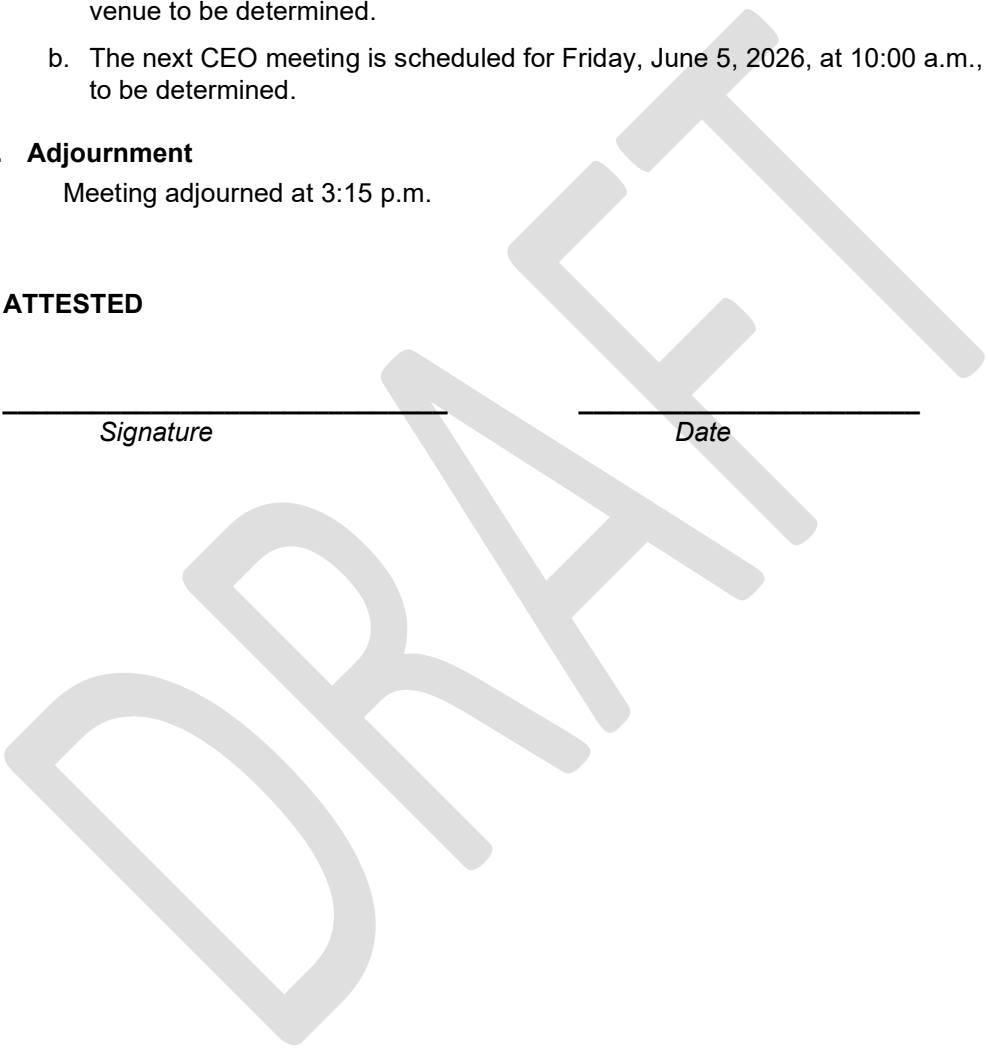
289 **XIII. Adjournment**

290 Meeting adjourned at 3:15 p.m.

291 **ATTESTED**

292 _____
293 *Signature*

Date



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AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board

June 25, 2026

Consent Agenda Item

Resolution 25 – 22 approves a one-year subscription for Engage by Cell’s text messaging platform and mobile web app.

SUMMARY OF AGENDA ITEM

Engage by Cell is a text messaging (SMS) platform that helps capture the immediate attention of audiences by delivering cloud-based solutions that improve communication, increase productivity, and create effective engagement. This platform will increase two-way communication with customers/participants, especially when providing follow-up services to exited participants where phone calls have not been successful. America’s Job Center staff will use Engage by Cell to text information such as appointment reminders, WIOA program information, hiring events, job fairs, office closures, follow-ups, and more. Local 10-digit phone numbers will be provided and appear on the recipient’s phone. Text messaging bundles can be purchased as-needed.

A mobile web app means there is no app to download. Users access the mobile platform instantly.

The breakdown of costs is as follows:

Service	Annual Price
Text Messaging Platform Hosting	\$6,000.00
Mobile Web App Platform Hosting	\$2,400.00
Text Messaging Bundle (10,000 SMS)	\$500.00
Carrier Fees (for localized 10-digit phone numbers)	\$232.00
TOTAL	\$9,132.00

RECOMMENDATION

A motion to approve Resolution 25 – 22.

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

- None



Southwestern Area
Workforce Development Board

Memorandum of Understanding

between

**Southwestern Area
Workforce Development Board**

and

America's Job Center Partners

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**Memorandum of Understanding
Between
Southwestern Area Workforce Development Board
And
American Job Center One-Stop Partners**

LEGAL AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Officials (CEO's), to develop and enter into a Memorandum of Understanding (MOU) and the One-Stop Partners consistent with WIOA Sec. 121(c)(2) concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500 and 34 CFR 463.500 and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative requirement, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) ant 2 CFR part 200.

PURPOSE

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Southwestern Area Workforce Development Board, hereinafter referred to as, "Board", and the American Job Center Partners, hereinafter referred to as, "Partners", within the counties of Catron, Dona Ana, Grant, Hidalgo, Luna, Sierra, and Socorro, New Mexico.

The development and implementation of a comprehensive Workforce System requires teamwork between the Partners and the Board. The Partners and the Board agree to work together to establish shared goals, operating strategies, and procedures for effective integration of workforce services.

This MOU does not contain the Infrastructure Funding Agreement (IFA) as required under the Workforce Innovation and Opportunity Act. The IFA is a separate agreement and developed subsequent to this MOU.

VISION

To develop and maintain a network of Regional and Community Partners that prepares our customers for the global workplace by providing them the Information, Resources and Trainings necessary to acquire career advancement based on the needs of local businesses,

with an emphasis on economic and employment driven goals. The Workforce Connection programs and services will cater to the unique regional employment needs allowing for more effective distribution of federally funded training and service programs and assisting local employers by cultivating a highly skilled workforce.

MISSION

To provide a skilled workforce for our business partners and job opportunities for customers seeking employment.

WORKFORCE SYSTEM STRUCTURE

Within the Region, there is one WIOA comprehensive One-Stop in Las Cruces, five affiliate centers in Deming, Silver City, Socorro, Truth or Consequences, and Sunland Park and an office in the Alamo Navajo Reservation. The centers and offices were established under the Workforce Investment Act of 1998 and continued to be funding through the reauthorization of the Workforce Innovation and Opportunity Act. All centers offer WIOA Adult, Dislocated Worker, Wagner-Peyser Employment and Youth Services, and provide staff assisted and self-directed services, as well as access to Unemployment Services via the telephone or through the resource center facilities. Resources available at each One-Stop include but are not limited to: computers with internet access and the New Mexico Job Service System, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search and training. Staff assisted career services are available to customers who require staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

EMPLOYMENT SERVICES, TRAINING SERVICES

Office hours for all American Job Centers are Monday through Friday 8:00 AM to 5:00 PM. Alternative hours may be established with the written approval of the co-located partners listed in this memorandum of understanding.

American Job Center Locations

Workforce Centers/Office	Address	Phone
Alamo Navajo Reservation (Youth Services Only) *Not an AJC	Alamo Navajo School Board Highway 169, Mile Mark 26 Alamo, NM 87825	(575) 854-2543 ext 1403
Deming	322 East Oak Street Deming, NM 88030	(575) 546-0192
Las Cruces	226 South Alameda Boulevard Las Cruces, NM 88005	(575) 524-6250
Silver City	420 West Broadway Street Silver City, NM 88062	(575) 538-3737
Socorro	198 Neel Avenue Socorro, NM 87801	(575) 835-0067
Sunland Park	1500 Appaloosa Drive, Suite A-160 Sunland Park, NM 88063	(575) 618-1249
Truth or Consequences	1705 N. Date Street Truth or Consequences, NM 87901	(575) 956-9200

One-Stop Operator

The Board selected the one-stop operator, Equus Workforce Solutions, through a competitive process in accordance with the Uniform Guidance, WIOA and its implementing regulations, and state procurement laws and regulations. All documentation for the competitive one-stop operator procurement and selection process may be accessed through the Board's Administrative Entity. The State requires that the one-stop operator services be selected competitively at least every three years. Functional details are outlined in the Roles and Responsibilities of Partners section of this MOU, under One-Stop Operator.

Workforce Partners

Partner Program	Partner Organization	Authorization / Category	Signatory Official	Contact Information
Co-Located Partners				
Wagner-Peyser Employment Services	NM Dept. of Workforce Solutions	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Sarita Nair, Cabinet Secretary	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Sarita Nair, Cabinet Secretary	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Sarita Nair, Cabinet Secretary	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us
Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014, Unemployment Insurance Program Letter 19-15	Sarita Nair, Cabinet Secretary	401 Broadway NE Albuquerque, NM 87102 505-841-8405 Sarita.Nair@state.nm.us

Access by Computer and Telephone				
WIOA Adult and Dislocated Worker Programs	Equus Workforce Services	WIOA Title I Adult and Dislocated Worker WIOA Act of 2014	Priscilla Zuniga, Regional Director	226 S. Alameda Blvd Las Cruces, NM 88005 Priscilla.Zuniga@EquusWorks.com
WIOA Youth Program	NMSU/DACC	WIOA Title I Youth Program WIOA Act of 2014	Mary Ulrich Executive Director	226 S. Alameda Blvd Las Cruces, NM 88005 mulrich@dacc.nmsu.edu
Adult Education Services	Adult Education	WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Tricia Brainard, Director of Adult Education	Doña Ana Community College 2345 E. Nevada Ave. Las Cruces, NM 88001 575-527-7526 TBrainard@dacc.nmsu.edu
Adult Education Services	Adult Education	WIOA Title II Adult Education and Family Literacy Act (AEFLA) Program	Damien Davies Adult Education Services Manager	Western New Mexico University P.O. Box 680 Silver City, NM 88062 575-574-5122 Main office 575-574-5101 mailto:damien.davies@wnmu.edu
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Casey Stone-Romero, Director	2935 Rodeo Park Drive East Santa Fe, NM 87505 505-954-8500 Fax 505-207-2307 casey.stone-romero@dvr.nm.gov
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Carl F. Adams, Center Director	6000 Cortaderia St. N. E. #8204 Albuquerque, NM 87111 252-422-2269 Carlfadams22@gmail.com

Non-Co-located Partners				
Alamo Navajo Reservation	Alamo Navajo School Board	WIOA Title I Youth	Marlene Herrera, Community Services Director	Alamo Navajo Schools P.O. Box 5907 Alamo, NM 87825 575-854-2609 ext 1403 marleneh@ansbi.org
Temporary Assistance for Needy Families (TANF)	New Mexico Healthcare Authority	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) ³	Roxanne J. Luna, Bureau Chief	New Mexico Healthcare Authority Income Support Division Work & Family Support Bureau 505-827-7750 roxannej.luna@hca.nm.gov
Senior Community Service Employment Program Set-Aside Grantees	NM Aging & Long-Term Services Department	Senior Community Service Employment Program Set-Aside Grantees	Doug Calderwood, Bureau Chief	2550 Cerrillos Rd Santa Fe, NM 87505 (505) 476-4799 doug.calderwood@altsd.nm.gov
Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	President/CEO Sesha Lee Program Director	5000 San Mateo Blvd. NE Albuquerque, NM 87109 505-881-6401 slee@goodwillnm.org
National Farmworker Jobs Program Employment and Training Grants	MET, Inc.	National Farmworker Job Program (NFJP) WIOA Sec. 167	Cynthia Verdeja Director of Employment and Training Programs	PO Box 1838 New Caney, Texas 77357 281-689-5544 verdeja@metinc.org
Adult Basic Education	Adult Basic Education ABE	WIOA title II Adult Education and Family Literacy Act	Tina Hite	UNM Valencia 280 La Entrada Los Lunas, NM 87031 505-925-8920

		(AEFLA) Program		tinan@unm.edu
Community College	Public Education Department Carl's Perkins Act	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Mary Ulrich, Executive Director	Doña Ana Community College 2345 E. Nevada Ave. Las Cruces, NM 88001 575-527-7526 mulrich@dacc.nmsu.edu
Community Services Block Grant Act (CSBG)	New Mexico Healthcare Authority	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Roxanne J. Luna, Bureau Chief	New Mexico Healthcare Authority Income Support Division Work & Family Support Bureau 505-827-7750 roxannej.luna@hca.nm.gov
New Mexico Corrections Department (NMCD)	Reentry Division	Reentry Employment Opportunities (REO), programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C 17532) and WIOA sec. 169	Byron Brown, Reentry Director	4337 State Road 14 Santa Fe, NM 87502 (505) 252-2074 byron.brown@cn.nm.gov

American Job Center Partner Services

Partners will make services available as described below, when applicable to the program, consistent with and coordinated via the Board’s American Job Centers. Additional services may be provided on a case-by-case basis and with the approval of the Board.

Business Services		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system’s services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment, and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct and or assist with job fairs and hiring events	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

Job Seeker Services		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group career counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal	Customized training conducted with a commitment by an employer or group of

	maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules
Follow up services		Post-employment follow-up services and support

Youth Services	
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	Alternative secondary school services, or dropout recovery services, as appropriate
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: 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	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
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
Supportive services	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
Follow-up services for not less than 12 months after the completion of participation, as appropriate	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
Financial literacy education	Entrepreneurial skills training
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the	Activities that help youth prepare for and transition to postsecondary education and training

local area, such as career awareness, career counseling, and career exploration services	
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Roles Responsibilities of the Partners

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- all amendments to each; and
- all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers; and
- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

Chief Elected Official (CEO)

The CEO'S for the Southwestern Region will:

- In Partnership with the Board and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the Board and their Partners, and that incorporates plans for each of the Local areas in the planning region;
- Approve the Board's budget and workforce center cost allocation plan;
- Approve the selection of the one-stop operator following the competitive procurement process and select the fiscal agent.
Coordinate with the Board to oversee the operations of the Region's American Job Center network.

Local Workforce Board

The Board ensures the workforce-related needs of employers, workers, and job seekers in the area are met, to the maximum extent possible with available resources. The Board will:

- In Partnership with the CEO's and other applicable Partners within the Southwestern Area develop and submit a single regional plan that includes a description of the activities that shall be undertaken by Board and their Partners;
- In collaboration and Partnership with the CEO's and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies;
- In cooperation with the Local CEO's design and approve the Board - American Job Center network structure. This includes, but is not limited to:
 - Adequate, sufficient, and accessible one-stop center locations and facilities;
 - Sufficient numbers and types of providers of career 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);
 - A holistic system of supporting services; and
 - A competitively procured one-stop operator and fiscal agent
 -
- In collaboration with the CEO's, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s);
- Determine the role and day-to-day duties of the one-stop operator and fiscal agent
- Approve annual budget allocations for operation of the American Job Center network;
- Assist the one-stop operator recruit operational Partners and negotiate MOUs with new Partners;
- Leverage additional funding for the Board's American Job Center network to operate and expand one-stop customer activities and resources; and
- Review and evaluate performance of the Board and one-stop operator.

One-Stop Operator

The one stop operator (Operator) is part of a fully coordinated and integrated workforce development system. The Southwestern Area Workforce Development Board (SAWDB) coordinates with community-based organizations, social service agencies, education and training providers that offer services to a diverse population pursuing training and employment opportunities. The SAWDB works with a network of career services providers that will mutually support the needs of customers, while leveraging resources and reducing duplication of services in the area.

The Operator will support the one stop workforce partners who serve all persons requesting assistance, including recipients of public assistance, other low-income individuals, veterans, individuals who are basic skills-deficient and individuals with disabilities. The Operator will create, collect, and maintain records relating to One-Stop Center operations and disseminate the information to workforce partners to assist them with achieving their service provision goals and activities.

The Operator will coordinate the one-stop partners and service delivery to ensure high-quality career services in the Southwestern area of New Mexico that meet the following priorities in three functional areas: (1) commitment to excellent customer service (2) innovation and effective service design, and (3) the ability to operate with integrated management systems and high-quality staffing, (4) provide effective leadership and cohesiveness in management

The One Stop Operator will assign office and cubical spaces for co-located partners in accordance with the Southwestern Area Guidance Letter 17-1.

A. Excellent Customer Service

The Operator will:

- 1) Coordinate with the One-Stop Partners to establish customer-friendly employment services for job seekers, employers, and youth in the workforce centers.
- 2) Coordinate with the One-Stop Partners to establish an effective intake process for determining WIOA eligibility and triage for leveraging additional system supports.
- 3) Ensure physical and programmatic accessibility for individuals with disabilities in accordance with the Americans with Disability Act in all centers;
- 4) Establish effective partnerships to build on strategies to provide higher intensity career services for WIOA-eligible job seekers and businesses with programs and agencies that also share a mission to 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 Rehab (DVR), which serves individuals with disabilities, Wagner Peyser, Senior Community Service

Employment Program (SCSEP), Job Corps, postsecondary career and technical programs, and veterans programs.

- 5) Integrate customer services, intake/referral and follow up services with other federally funded state agencies (vocational rehabilitation, DVR, Adult Education and Literacy).
- 6) Coordinate with the One-Stop Partners to ensure an effective shared intake and assessment processes to identify the education/training, employment, social/emotional, financial, and skill needs of job seekers and youth in order to focus on matching service delivery to one-stop services available through SAWDB.
- 7) Coordinate with the SAWDB and the One-Stop partners to establish universal access through multiple entry points, using a more flexible system for delivery of services that leverages strategic partnerships and technology to enhance capacity.
- 8) Share workforce development information, training, tools and resources with all One-Stop Partners to ensure consistent and meaningful customer service and case management activities for job-seekers, youth, and businesses.
- 9) Coordinate with the One-Stop Partners to develop and implement a coordinated business outreach strategy that: aligns with longer term regional workforce development priorities, responds well to the specific demands of the employers in the local labor market, and aligns with the immediate and future assets of job seekers and youth.

B. Innovation and Effective Service Design

The Operator will:

- 1) Design programs and processes to better meet the needs of employers, youth, and job seekers; support career pathway development; and address regional workforce challenges.
- 2) Create a culture of innovation among all One-Stop Partners that moves service beyond the transactional labor exchange approach to an approach that is collaborative, coordinated, and inclusive of all services available through the one-stop system.
- 3) Strengthen partnerships with post-secondary career and technical programs to facilitate skill development and career progression.
- 4) Promote the One-Stop Center(s), its services and partners throughout the local community and ensure accessibility through virtual and center-based services, non-traditional hours of operation, and collaboration with community partners including housing developments, health centers, and social service providers.
- 5) Provide online resources (workshop materials, assessment tools, etc.) to certain One-Stop Center Access Points to ensure quality of service throughout the system and reduce duplication of efforts.

C. Integrated Management Systems

The Operator will:

- 1) Manage data for reporting and analyzing data for decision-making, both internally and in collaboration with other agencies/partners.
- 2) Report performance measures such as entered employment, job quality (wages and benefits), retention rates, skill gain, and competency development, as well as job seeker, youth, and employer satisfaction.
- 3) Provide staff and partnership development of specific industry sectors and continuous professional development to ensure that staff remain current in industry qualifications, certifications, and expectations.
- 4) Develop meaningful partnerships that provide individuals with the range of services available in their local area, whether they are looking for jobs, basic education or occupational skills, a post-secondary credential, career navigation, or are businesses seeking skilled workers.

D. Leadership

- 1) The Operator will work with One-Stop Partners to maintain staff morale at the workforce centers;
- 2) Minimize or eliminate potential silos that may occur at the workforce centers;
- 3) Establish and maintain strong cooperative partnerships with co-located and non-co-located One-Stop Partners;
- 4) Lead and facilitate cross-training with One-Stop Partners to ensure training in intake, initial assessment, and information about services available through the One-Stop System

E. Management Approach

- 1) Provide an effective approach to manage one-stop operations;
- 2) Define organization's management structure including reporting levels and lines of authority, including reporting levels and lines of authority;
- 3) In coordination with the site manager, create a process for addressing center grievances, both external and internal.
- 4) Develop staff cross-training development plans with the One-Stop Partners on intake, initial assessment, and information about services available through the One-Stop System
- 5) Facilitate the scheduling of hiring and job fair events with the One-Stop Partners.

F. Continuous Improvement

- 1) Implement, maintain, and measure customer satisfaction for employers, job seekers, and youth;
- 2) Coordinate and facilitate One-Stop Partner meetings as part of the continuous improvement process.

G. Communication

- 1) Develop a communications system for sharing information with the One-Stop Partners, both co-located and non-co-located;
- 2) Establish frequent management meetings with the One-Stop Partners;
- 3) Prepare and facilitate workforce partner meetings as part of the continuous improvement process.

American Job Center Partners

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator;
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures;
- The design of assessment, referral, and case management processes,
- The use of data sharing methods, as appropriate;
- Leveraging of resources, including other public agency and non-profit organization services;
- Participation in a continuous improvement process designed to enhance outcomes and increase customer satisfaction; and
- Participation in regularly scheduled Partner and coordination meetings to exchange information in support of the above and promote program and staff integration.

Data Sharing

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII;
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws;

- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603;
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38;
- Customer data may be shared with other programs, for those programs' purposes, within the Board's American Job Center network only after the informed written consent of the individual has been obtained, where required;
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations; and.
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the

requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all the requirements set forth in 34 CFR 361.38.

Referrals

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the Board American Job Center network;
- Develop materials summarizing their program requirements and making them available for Partners and customers;
- Develop and utilize eligibility determination, assessment, and registration forms / processes;
- Provide substantive referrals – in accordance with the Board Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs;
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys;
- Commit to robust and ongoing communication required for an effective referral process; and
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

Accessibility

Accessibility to the services provided by the Board American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the Board American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services are available in a convenient and accessible location, and include adequate parking (including parking clearly marked for individuals with disabilities). Indoor space is designed in an “equal and meaningful” manner providing access for individuals with disabilities.

Virtual Accessibility

The Board will work with all appropriate parties to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media or collaborate with the Board to post content through its website.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within Board’s American Job Centers. The Board utilizes the Governor’s Commission on Disability for recommendations and assistance to define the best methods and products regarding assistive technology and compliance.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding

these issues. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all Board's American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level.

Outreach

The Board and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner;
- An outreach plan to the region's human resources professionals;
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need;
- An outreach and recruitment plan for out-of-school youth;
- An outreach plan for dislocated workers;
- Sector strategies and career pathways;
- Connections to registered apprenticeship;
- A plan for messaging to internal audiences;
- An outreach tool kit for Partners;
- Regular use of social media;
- Clear objectives and expected outcomes; and
- Leveraging of any statewide outreach materials relevant to the region.

Dispute Resolution

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the Board through its Administrative Entity to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process:

- All Parties are advised to actively participate in local negotiations in a good faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally;
- Should informal resolution efforts fail, the dispute will be managed in accordance with NMAC 11.2.21, Workforce Innovation and Opportunity Act Grievance and Complaint Resolution Procedures.

Monitoring

Officials from the State or Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law regulations, and State policies;
- Those laws, regulations, and policies are enforced properly;
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness;
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met;
- Appropriate procedures and internal controls are maintained, and record retention policies are followed; and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party.

The Parties acknowledge the Board and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the Board or the one-stop operator.

Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

Drug and Alcohol-Free Workplace

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the “Buy American Act.”) and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Governing Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

Steps to Reach Consensus

- (1) Notification of Partners
 - (a) The Administrative Entity must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.
- (2) Kickoff Meeting
 - (a) The Administrative Entity is responsible for convening all required and optional American Job Center Partners to formally kick-off negotiations, and to ensure that, at a minimum, all American Job Center Partners from all counties within the Central Area are appropriately represented. The kickoff meeting should take place no later than within four (4) weeks of notification as it must be hosted in a timely manner to allow for all steps to be conducted in good faith and in an open and transparent environment.

- (b) At the kickoff meeting, the Administrative Entity must provide a detailed review of all relevant documents, facts, and information and ensure all Parties have sufficient time to ask questions or voice concerns and are fully aware of expectations and the overall process.
- (3) Negotiations
 - (a) Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the Administrative Entity to begin the drafting of the MOU. During this time period, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.
- (4) Draft MOU
 - (a) The Administrative Entity must email a complete draft of the MOU to all Parties once all Partners have reviewed and agree to the MOU.
- (5) Review and Comment
 - (a) Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the Administrative Entity. It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the Administrative Entity to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.
- (6) Finalized Draft
 - (a) The Administrative Entity must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.
- (7) Signature
 - (a) If determined that a Partner is unwilling to sign the MOU, then the Administrative Entity must ensure that the dispute resolution process is followed.

MOU Modification Process

- (1) Notification
- (2) When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).
- (3) Discussion/Negotiation

- (4) Upon notification, the Administrative Entity must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.
- (5) Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the Administrative Entity may call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.
- (6) If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the Administrative Entity presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.
- (7) If determined that a Partner is unwilling to agree to the MOU modification, the Administrative Entity must ensure that the process in the Dispute Resolution section is followed.
- (8) The Administrative Entity must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the Administrative Entity acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.

Termination

This MOU will remain in effect until the end date specified in the *Effective Period* section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date;
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU;
- WIOA is repealed or superseded by subsequent federal law;
- Local area designation is changed under WIOA, and;
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days¹⁵ after receiving written notice from the Administrative Entity specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the *Modification Process* section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

Effective Period

This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2026, unless any of the reasons in the Termination section above apply.

INFRASTRUCTURE FUNDING AGREEMENT

As required under the Workforce Innovation and Opportunity Act, local boards and partners are required to create an Infrastructure Funding Agreement (IFA). This section of the MOU only recognizes that an IFA is required for workforce system and is a separate agreement from this MOU.

The purpose the IFA is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the Board's American Job Center network. The Parties

to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and
- Ensures that costs are appropriately shared by Board's American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received. This requires that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.
- The Partners consider this one-stop operating budget the master budget that is necessary to maintain the Board's American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:
 - Infrastructure costs (also separately outlined in the Infrastructure Funding Agreement (IFA),
 - Career services, and
 - Shared services.

All costs must be included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

The IFA will be negotiated and finalized with the current Resource Sharing Agreement (RSA) remain in effect until then.

This document was approved by the Southwestern Area Workforce Development Board on June 20, 2024.

SAWDB Board Chair

AUTHORITY AND COUNTERPART SIGNATURE PAGE
 for
 Memorandum of Understanding
 Between
 Southwestern Area Workforce Development Board
 And
 American Job Center Partners

By signing my name below, I, _____, certify that I have read the information and understand the terms contained in the Memorandum of Understanding (MOU) on behalf of my entity,

_____.

I also certify that I have the legal authority to bind my agency (outlined below) to the terms of MOU; and understand that the current Resource Sharing Agreement (RSA) will remain in effect until the Infrastructure Funding Agreement (IFA) negotiations with each required WIOA partner are complete.

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either by providing written notice by any party to the MOU or on June 30, 2026.

Signature

Date

Printed Name and Title

Agency Name

Agency Contact Information

Southwestern Area Workforce Development Area
 PO Box 1072, Elephant Butte, NM 87935 | www.employnm.com | (575) 744-4857

WIOA Title I-financially assisted programs and activities are an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Relay New Mexico: 711 (Voice) or 1-800-659-8331 (TTY). For federal grant funding disclosures, visit <https://www.employnm.com/funding>.

OPEN MEETINGS ACT RESOLUTION

Southwestern Area Workforce Development Board

WHEREAS, the members of the Southwestern Area Workforce Development Board met in a duly noticed meeting in **Las Cruces, New Mexico**, on **June 25, 2026**, as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 through 10-15-4) states that, except as otherwise provided in the Constitution of New Mexico or the Open Meetings Act, all meetings of a quorum of members of any public body held for the purpose of formulating public policy, discussing public business, or taking any action within the authority of such body are declared to be public meetings open to the public at all times; and

WHEREAS, Section 10-15-1(C) allows members of a public body to participate in meetings through conference telephone or other similar communications equipment when it is otherwise difficult or impossible to attend in person; and

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

NOW, THEREFORE, BE IT RESOLVED that the Southwestern Area Workforce Development Board adopts the following procedures:

1. Regular Meetings

Regular meetings of the Southwestern Area Workforce Development Board shall be held at least quarterly at dates, times, and locations identified in the meeting notice.

The Board may establish a regular meeting schedule each year to provide advance notice to the public.

Notice of Regular Meetings

Notice of regular meetings shall be provided at least ten (10) days in advance of the meeting date.

Notice requirements are met if the date, time, location, and information on how to obtain the agenda are provided through the following methods:

- posted on the Board's website, www.employnm.com
- posted at local America's Job Center New Mexico offices in the Southwestern Area
- submitted to newspaper(s) of general circulation that have requested notice from the Board
- provided to broadcast media that have requested notice from the Board.

When notices are published in newspaper(s) as legal notices, affidavits of publication shall be retained as part of the Board's official records.

Additionally, public notices will be posted on social media outlets, including but not limited to Facebook, LinkedIn, and Instagram.

Agendas for Regular Meetings

Agendas for regular meetings will be available at least seventy-two (72) hours prior to the meeting and may be obtained from the Administrative Entity office located at:

600 Highway 195, Suite C
Elephant Butte, New Mexico 87935

Mesilla Community Center
2251 Calle de Santiago, Room 2
Mesilla, NM 88046

Agendas will also be:

- posted on the Board's website, www.employnm.com
- posted at local America's Job Center New Mexico offices in the Southwestern Area
- submitted to newspaper(s) of general circulation that have requested notice from the Board
- provided to broadcast media that have requested notice from the Board.

Additionally, a link to the agenda will be posted on social media outlets, including but not limited to Facebook, LinkedIn, and Instagram.

2. Special Meetings

Special meetings may be called by the Chair or a majority of the Board members upon three (3) days notice.

Notice of Special Meetings

Notice requirements are met if the date, time, location, and information on how to obtain the agenda are provided through the following methods:

- posted on the Board's website, www.employnm.com
- posted at local America's Job Center New Mexico offices in the Southwestern Area
- submitted to newspaper(s) of general circulation that have requested notice from the Board
- provided to broadcast media that have requested notice from the Board.

When notices are published in newspaper(s) as legal notices, affidavits of publication shall be retained as part of the Board's official records.

Additionally, public notices will be posted on social media outlets, including but not limited to Facebook, LinkedIn, and Instagram.

Agendas for Special Meetings

Agendas for special meetings will be available at least seventy-two (72) hours prior to the meeting and may be obtained from the Administrative Entity office located at:

600 Highway 195, Suite C
Elephant Butte, New Mexico 87935

Mesilla Community Center
2251 Calle de Santiago, Room 2
Mesilla, NM 88046

Agendas will also be:

- posted on the Board's website, www.employnm.com
- posted at local America's Job Center New Mexico offices in the Southwestern Area
- submitted to newspaper(s) of general circulation that have requested notice from the Board
- provided to broadcast media that have requested notice from the Board.

Additionally, a link to the agenda will be posted on social media outlets, including but not limited to Facebook, LinkedIn, and Instagram.

3. Emergency Meetings

Emergency meetings will be called only under unforeseen circumstances that require immediate action to protect:

- public health
- public safety
- public property
- 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 a threat of personal injury or property damage requires less notice.

Notice of Emergency Meetings

Notice of emergency meetings will be provided as soon as practicable, including posting on the Board's website, www.employnm.com, and other available notice locations when feasible.

Within ten (10) days of taking action at an emergency meeting, the Board shall notify the New Mexico Attorney General's Office of the meeting, the actions taken, and the circumstances that created the emergency.

4. Teleconference Participation

Board members may participate by conference telephone or similar communications equipment when attendance in person would otherwise be difficult or impossible.

Members planning to participate telephonically/remotely should notify the Administrative Entity board meeting staff 24 hours in advance, if possible. The staff will notify the Board Chair prior to the meeting.

Examples of circumstances that may limit or prevent in-person attendance include, but are not limited to, health or medical conditions, caregiving responsibilities, work-related conflicts, unavoidable personal conflicts, transportation barriers, distance or rural travel constraints, weather or safety conditions, and other reasonable circumstances that would make in-person participation impractical.

Members participating remotely must be identifiable when speaking. All participants must be able to hear each other simultaneously. Members of the public attending the meeting in person must also be able to hear all participants. If technical issues prevent a Board member from being heard or from hearing the proceedings, the member may not be counted toward establishing a quorum.

Meeting minutes shall indicate whether members attended in person or participated remotely. Supporting documentation, including the attendance sheet with the reason for remote participation, will be maintained by the Administrative Entity (AE) Board staff.

5. Public Participation

Members of the public may attend meetings in person. When available, meetings may also be accessible through electronic communication systems. Electronic access is provided solely as a convenience, and the Board is not responsible for individual technical difficulties experienced by participants of the public, including issues related to internet connectivity, devices, or user error. Access may be limited or disrupted by conditions beyond the Board's control.

Public comment opportunities may be included on meeting agendas consistent with Board policy.

6. Closed Meetings

The Board may close a meeting only if the subject matter is exempt from the open meeting requirement under Section 10-15-1(H), NMSA 1978.

The motion to close a meeting must:

- state the specific statutory authority for the closure
- identify the subject matter with reasonable specificity
- record the vote of each member.

No other matters may be discussed during a closed meeting.

Following a closed meeting, the Board shall reconvene in open session, and the presiding officer shall state that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.

Any action resulting from a closed meeting must be taken in an open public meeting.

7. Accessibility

All notices shall include the following statement:

The Southwestern Area Workforce Development Board is an Equal Opportunity Employer and will make every effort to provide reasonable accommodations for

people with disabilities who wish to attend a public meeting. Please provide notification at least 72 hours before the meeting by calling (575) 744-4857.

PASSED AND ADOPTED by the Southwestern Area Workforce Development Board on this **25th** day of **June, 2026.**

Chair, Southwestern Area Workforce Development Board



Action Items

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	June 25, 2026
<p>Agenda Item Resolution 25 – 25 ratifies the Executive Committee’s action to award Request for Proposals (RFP) #2025-001 for WIOA Youth Services, and authorizes the WIOA Administrator to finalize contract negotiations and present the agreement to the SAWDB for final approval.</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>SAWDB Executive Committee’s approved the award of WIOA Youth Services under RFP #2025-001 to NMSU Board of Regents/Doña Ana Community College on June 1, 2026. The CEO concurred with the approval on June 5, 2026.</p> <p>The Administrative Entity received eight responsive proposals for the Workforce Innovation and Opportunity Act-Youth Services Request for Proposals (RFP) #2025-001.</p> <p>The resulting scores were based on the distribution of the weighted factors as specified in the Request for Proposals. Each committee member evaluated proposals on a 1,000-point scale. The final score is the average of the total scores. Upon completion of the evaluation process, NMSU Board of Regents/Doña Ana Community College scored highest among all responsive offerors.</p> <p>RECOMMENDATION</p> <p>A motion to accept Resolution 25 – 25.</p> <p>BOARD'S OPTIONS ARE TO</p> <ul style="list-style-type: none"> • Accept the recommendation • Amend the recommendation • Reject the recommendation • Table the item • Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • RFP Recommendation Letter 	



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

TO: SAWDB Executive Committee and Board Members

FROM: Jay Armijo, Chief Procurement Officer
 Glory Juarez, Procurement Manager

SUBJECT: Evaluation Committee Report
 WIOA Youth Services RFP#2025-001

DATE: June 1, 2026

The Administrative Entity received eight responsive proposals for the Workforce Innovation and Opportunity Act-Youth Services Request for Proposals (RFP) #2025-001 prior to the deadline of 5:00 p.m. (MST) on May 20, 2026.

The organizations that responded were:

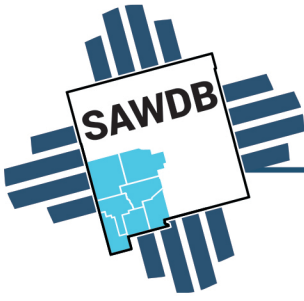
- Advanced Employment Group
- APM Equus Holdings Corporation dba Arbor E&T, LLC dba Equus Workforce Solutions
- C2 GPS
- Chicanos Por La Causa, Inc
- Luminous Mind, LLC
- Regents of New Mexico State University/Doña Ana Community College
- Ross Innovative Employment Solutions Corp
- Youth Development, Inc.

Summary of Evaluation Committee Activity:

The committee reviewed and scored proposals during the week of May 25- May 31, 2026

The evaluation factors were developed and published in the RFP prior to its issuance. These factors reflect all the evaluation criteria used to score and award points by the committee.

www.employnm.com



Evaluation Committee Points:

The evaluation committee awarded the following points based on the RFP's evaluation criteria.

	AEG	APM/Equus	C2GPS	CPLC	Luminous Minds	NMSU/DACC	Ross	YDI
1) Organization's Experience (150 points)	126	145	141	144	110	145	143	143
2) Management and Staffing (125 points)	109	116	118	116	104	120	115	114
3) Training (125 points)	108	122	118	118	108	118	117	118
4) Program Activities (300 points)	255	281	266	275	226	286	275	278
5) Program Elements (300 points)	250	271	269	265	231	271	260	265
Sub-Total Points (1,000)	848	936	913	919	779	941	909	918

Recommendation of the Committee:

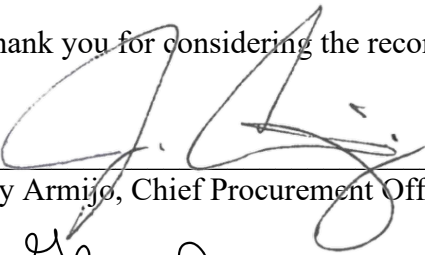
The committee considered the offerors qualified to perform the work specified in the Request for Proposals.

The resulting scores were based on the distribution of the weighted factors as specified in the Request for Proposals. Each committee member evaluated proposals on a 1,000-point scale. The final score is the average of the total scores. Upon completion of the evaluation process, NMSU Board of Regents/Doña Ana Community College scored highest among all responsive offerors with a total score of 941 points.

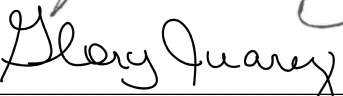
Recommendation of the CPO:

Upon review of the report, I concur with the committee's evaluation and recommend that the award for this procurement be made to the NMSU Board of Regents/ Doña Ana Community College.

Thank you for considering the recommendation.


 Jay Armijo, Chief Procurement Officer

06/01/2026
 Date


 Glory Juarez, Procurement Manager

06/01/2026
 Date

MICHELLE LUJAN GRISHAM
GOVERNOR



SARITA NAIR
CABINET SECRETARY

HOWIE MORALES
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
401 Broadway, NE
PO Box 1928
Albuquerque, NM 87103
(505) 841-8405/ FAX (505) 841-8491

May 20, 2026

Jackie Fryar, Board Chair
Southwest Area Workforce Development Board
PO Box 1072
Elephant Butte, NM 87935

Dear Chairman, Fryar:

The New Mexico Department of Workforce Solutions (NMDWS) received the Workforce Innovation and Opportunity Act Funding allotments for Program Year (PY) 2026 and Fiscal Year (FY) 2027. NMDWS has completed the **preliminary** calculation of the Local Workforce Investment Board (LWIB) allocations and is currently working on the Grant Agreements for PY26/FY27.

Presented are the PY 2026 (7/01/2026 – 6/30/2028) and FY 2027 (10/01/2026 – 6/30/2028) allocations by funding stream, Adult, Dislocated Worker, and Youth for your local area. These allocations are based on the TEGL 10-25 allotments for the state of New Mexico and are subject to change upon receipt of additional TEN or TEGL.

PROGRAM YEAR 2026				
SW	Adult	DW	Youth	Total
Program	161,581	334,460	1,150,314	1,646,355
Administration	17,953	37,162	127,813	182,928
Total	179,534	371,622	1,278,127	1,829,283
FISCAL YEAR 2027				
SW	Adult	DW		Total
Program	702,833	1,220,818		1,923,651
Administration	78,093	135,647		213,740
Total	780,926	1,356,465		2,137,391

Thank you

WIOA Grant Analyst
NM Department of Workforce Solutions
tina.corriz@dws.nm.gov

cc: Veronica Alonzo – WIOA Operations and Program Manager
Margarito Aragon – DWS Compliance Manager
Crytal Hollon – WIOA Project Coordinator

Workforce Innovation and Opportunity Act (WIOA)

Southwestern Area Grant Agreement

27-631-1001-00018

Federal Program Year 2026

State Fiscal Year 2027



GRANT AGREEMENT
(insert coversheet)

PART 1 - GRANT AGREEMENT PROVISIONS

I. BACKGROUND

Through this agreement is entered, supported, and agreed to by 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 Board (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 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;
- Improving 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 that also increases credential attainment, 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 Vision and Goals

Our vision is a coordinated and streamlined workforce system that empowers all New Mexicans to provide for themselves and their families through meaningful jobs and careers; helps employers find the talent they need to flourish in New Mexico; and is ready for the changing economy of our state and nation.

- **Goal 1:** Collaborate with employers to expand the workforce that supports the safety, health, and well-being of New Mexican families and the modernization of New Mexico's infrastructure.
- **Goal 2:** Build and empower the workforce to thrive in the face of changes to the state and national economy and the way we work.
- **Goal 3:** Increase year-over-year labor force participation rates and economic prosperity for disengaged and difficult to reach New Mexicans.
- **Goal 4:** Attract out-of-state workers to New Mexico and improve retention of New Mexicans within the State, particularly in rural communities.

The Governor of the State of New Mexico has received a grant from the 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 LWDBs. The WIOA grant authorizes the LWDBs to coordinate activities that organize and facilitate the delivery of employment and training programs consistent with the WIOA, the New Mexico Combined Four-Year State Plan, the Local Workforce Development Board 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 of 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 and guidance 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 through the WIOA Program and Operations Division. The SAE shall provide administrative direction to the Local Workforce Development Board (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 compliance division shall also provide ongoing program and conduct fiscal monitoring to ensure compliance with federal and state policies and regulations for WIOA. Additionally, the SAE is responsible for coordinating technical assistance, training, and other necessary support to promote the LWDB's successful implementation of the WIOA.

1.2 **Duties and Obligations of the Chief Elected Officials (CEO) and Chief Lead Elected Official (CLEO)**

The chief elected officials (CEOs) as defined in NMAC 11.2.4.7 (A), 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 LWDB, 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 in accordance with NMAC Title II, Chapter 2, Part 4 11.2.4.7.

A Chief Lead Elected Official (CLEO) shall be named for the local area from among the CEOs, according to the CEO agreement, who shall act in a capacity similar to the role of a board chair. The CLEO shall convene the CEOs and represent them in meetings and in receipt of communication from the SAE and/or SWDB. The CLEO is expected to operate within authority given to them by the broader group of CEOs. The CEO Shared Liability Agreement shall outline the process for designating the CLEO and the authority and discretion which the CLEO has and may engage on behalf of the CEOs.

The local grant recipient, or an entity established by the Chief Elected Officials, shall disburse the grant funds for workforce investment activities at the direction of the LWDB, pursuant to the requirements of this Agreement. The local grant recipient or entity designated shall disburse the funds immediately upon receiving such direction from the LWDB.

The CEOs are required to meet a minimum of twice annually, with attendance by a minimum 51% of counties represented in the local area, 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 decisions 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 shall implement a written Shared Liability Agreement that specifies the liability for their respective, individual jurisdictions. The primary responsibilities of the CEOs include:

- Serving as the grant recipient, and holding fiscal responsibility for workforce funds;
- Appointing 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 the Local Workforce Development Board budget, which includes the cost allocation plan;
- Reviewing and approving the selection of the one-stop operator, following the competitive procurement process;
- Entering into agreements with other authorities, as the local workforce area has more than one unit of government, to establish the process for designation of Chief Lead Elected Official (CLEO), and develop local allocation formulas to assure coverage for counties served by the 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.
- Developing and submitting a regional plan in coordination with the local board members and other partners of the associated coverage area (20 CFR 679.510(a)(1-2)). The regional plan describes the combined activities, if any, undertaken by the LWDB(s) and their partners as described in their local plans.
- Providing system-level governance and oversight of the local one-stop center network.

1.3 **Effective Date and Term:**

This Agreement shall be effective upon signature of the designated CLEO, Chairperson of the contracting LWDB, and the NMDWS Cabinet Secretary (or their respective designee). Performance of the Agreement shall commence upon signature and terminate no later than June 30, 2028, unless terminated earlier pursuant to this Agreement.

1.4 **Funding:**

The SAE shall 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) 12-23 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, shall 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 purposes of this calculation, the unobligated balance shall first be reduced by, any amount reserved for administrative costs, not to exceed 10 percent (10%) of the total program allocation, consistent with WIOA administrative cost limitations. Any unobligated funds remaining above the twenty percent threshold shall be subject to recapture. Unobligated balances shall be determined

based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.

In the event USDOL reduces funding for the current year or retroactively, the SAE shall execute a unilateral modification to the Agreement.

Upon receipt of a fully executed Agreement and all required attachments, the funds may 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. Any reallocation of funds shall allow the LWDB to reserve up to ten percent (10%) of the reallocated program funds for administrative costs, consistent with WIOA administrative cost limitations.

PART 2 – ADMINISTRATIVE STANDARDS AND PROCEDURES

Maintenance of Integrity in the Expenditure of Public Funds under Penalty of Law: The 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 state and federal laws and by-laws. The parties shall 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:** The 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 track the expenditure of funds under this Agreement and develop and submit quarterly fiscal reports to the SAE.
 - B. The LWDB shall submit invoices to the SAE on a quarterly basis, no later than thirty (30) calendar days after the close of each quarter, unless otherwise directed in writing by the SAE. Each invoice shall include all required supporting documentation and shall reflect expenditures consistent with applicable cost principles and the approved budget.
 - C. The LWDB shall establish and maintain updated local fiscal policies and procedures for their sub-grantees that shall 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.
 - D. LWDB may submit a Cash Request Form to the SAE to draw down funds for allowable costs as stated in 2 CFR 200 Subpart E – Cost Principles. The LWDB and all subrecipients shall manage federal funds in compliance with 2 CFR 200.305(c), ensuring that cash drawdowns are limited to the minimum amounts needed, timed to minimize the period between receipt and disbursement, and consolidated when feasible. Advance payments are permitted only when immediate cash needs exist and only to the extent justified; otherwise, reimbursement is required. Recipients must maintain written procedures to ensure proper cash management practices and allow payment requests at least monthly if electronic funds transfer is not used. Federal advance payments shall be held in interest-bearing accounts as required under 2 CFR 200.305(b), unless a federal exception applies. All interest earned on federal funds must be tracked and remitted in accordance with federal requirements.

E. Expenditure Limitations: SAE shall not be liable for LWDB or CEO expenditure that violates any law whether legal authority is cited in this Agreement, or whether due to any violation of any other applicable law or regulation.

- i. The SAE shall not be liable for any cost incurred by the LWDB in the performance of a grant that is not billed to the SAE within the requisite contract closeout period.
- ii. The LWDB shall expend all funds provided throughout the grant for authorized activities only, including funds it expends under any sub-award or subcontract.
- iii. The LWDB shall repay to the SAE all funds which the SAE determines the LWDB expended in violation of the terms and conditions of the grant. The LWDB shall be liable for such funds and shall repay such funds notwithstanding whether a Board's subrecipient or subcontractor made an 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 use available stand-in costs to resolve the disallowed costs or other liability to the SAE.
 - (3) Third Priority: The LWDB shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the 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.

Note: SAE has other options available to address Sanctions, Corrective Actions, Administrative Negotiations and Waiver of Liability included with the Title 20 Chapter V Part 683 Subpart G 683.740 and 683.750.

F. The 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, to assure compliance with state and federal fiscal management guidelines, policies, and procedures.

2.2 Modification Procedures:

This Agreement is subject to modification 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.

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 commence preparatory work related to the modification but shall not enact any change or amendment prior to submitting it to the SAE for review and written approval

- B. If changes in labor market conditions, funding, or other factors require substantial deviation from an approved local plan, the CEO's and LWDB shall submit a modification of such plan which shall be subject to the SAE's review, revision, update, correction, or amendment.
- C. All modifications shall include a clear and specific justification to ensure transparency as stated in TEGL 19-14.

2.3 Reporting Requirements:

- A. **Financial:** The 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 200.1. Monthly Financial Reports shall use the required NMDWS format. An electronic copy of the Monthly Financial Status Report complete with signature shall be submitted to NMDWS by the 20th day following the last day of each month. Original copies shall be retained by the LWDB's fiscal agent.
- B. **Program:** The LWDB shall comply with the goals and objectives identified within the LWDB's approved local plan. Quarterly Program Reports shall use the required format of Exhibit G. An electronic copy of the Quarterly Program Report shall be submitted to NMDWS by the 45th day following the last day of each month. The 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 interest bearing accounts with cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage. There shall 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, all LWDB 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 application of these measures, as well as those required under WIOA, to a broader number of programs. The additional performance standards are located in section IX of the Scope of Work.

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

3.1 Data Access and Automation Requirements:

Access to NMDWS information system(s) shall be allowed only through Agency-approved

computing equipment including, but not limited to, SFTP, ACH Network, etc. The 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.

The LWDB shall 1) maintain computer equipment to ensure connectivity with the NMJOBS System; 2) adhere to the requirements set forth in applicable state policy; and 3) use a common information management system as determined by the SAE and require providers to also utilize it as the primary management information system. Access to NMDWS data shall be authorized by designated authorities and in accordance with NMDWS Access Request and Access Control policies and procedures. Direct data exchanges are available upon request provided, however, that the SAE may approve an exchange only if it supports the purposes of this Agreement, and the request is in writing, and approved by the SAE and NMDWS Chief Information Officer.

Retention of Records:

The 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, in the sole discretion of 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:** The LWDB shall adhere to the requirements for maintenance of fixed assets in accordance with State rules and regulations.
- C. **Retention of Complaint Records:** The 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 ensure resolution within established time frames. The LWDB shall 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 period, 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:

The LWDB agrees to be bound by all confidentiality and disclosure 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 or disclosure requirements 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 NMDWS. 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.

3.5 **Stevens Amendment:**

The Stevens Amendment is a federal law found in H.R. 6157 that requires funding information to be included on all projects or programs using federal funds. It is intended to provide transparency for taxpayers and ensure federally funded research and work are properly credited. Federal grants shall include a funding statement on all materials that communicate information regarding programs funded in whole or in part with federal funds including award announcements, requests for proposals, bid invitations, presentations, website content, press releases, and marketing materials shall include language that complies with the Stevens Amendment.

Federal funds shall clearly state:

1. The percentage of the total cost of the program or project which is 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.

3.6 **Confidentiality of Data:**

- A. **Computer Matching and Privacy Protection Act (CMPPA) Agreement:** The LWDB shall 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 shall 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 disclosure of Social Security data in a manner or purpose not authorized by the CMPPA, may result in 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, shall 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.

3.7 **Compliance with Applicable Audit Requirements:**

The LWDB shall ensure that it, and its sub-recipients, if any, shall 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 all New Mexico State Auditor requirements. The LWDB shall also institute and maintain policies and procedures that comply with these audit provisions. For purposes of this requirement, completion of the audit means the date the independent auditor issues the final audit report to the LWDB in accordance with 2 CFR 200.512. The LWDB shall notify the SAE in writing within 90 days that the final audit report has been issued and is publicly available through the New Mexico State Auditor's Office. Failure to comply with the applicable audit requirement may result in corrective actions as described in Part 5 of this Agreement.

3.8 **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 scheduled 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.

3.9 **Financial and Performance Monitoring:**

- A. The LWDB shall permit the SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by the 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. The LWDB shall review the findings of the SAE, or its representatives, and shall act promptly, under the 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.
- C. Pursuant to the provisions in 2 CFR 200.331, NMDWS, as a pass-through agency, is required to evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the term and conditions of the award for purposes of determining the appropriate subrecipient monitoring. Accordingly, the risk assessment may include:
 - The potential subrecipient's prior experience with the same or similar awards.
 - The results of previous audits, including whether the potential subrecipient receives a Single Audit in accordance with 2 CFR Part F – Audit Requirements and to the extent to which the same or similar award has been audited as a major program.
 - Whether the potential subrecipient has new personnel or new or substantially changed systems.

NMDWS shall utilize the internal Grant Assessment Review Form to determine all subrecipients' risk of receiving federal funds prior to engaging into procurement.

PART 4 – ASSURANCES

4.1 **Compliance with Certain Laws:**

LWDB assures and certifies that in administering programs under this Agreement that it shall fully comply with the WIOA, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated thereunder, and all other applicable laws, regulations, and policies, including, but not limited to those listed below:

- State policy, SAE rules, program information notices and technical assistance memos and guides;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;(42 U.S.C. § 4601 et seq.; 49 C.F.R. Part 24);
- The Wagner-Peyser Act of 1933;

- Title VI of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973 29 CFR Part 32; Non-Discrimination Policies
- 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.110-252);
- Americans with Disabilities Act of 1990; 42 U.S.C. §§ 12101–12213.
- 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;
- 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 – Corrective Actions, Penalties and Sanctions (NMAC 11.2.20.7)

- 5.1 General.** Each instance of failure to comply with one or more contracted performance measures, grant agreement provisions, federal or state law, regulations, policies, or technical assistance guidance, is a “Sanctionable Act.” DWS may assess corrective action or penalties based on the totality of the circumstances surrounding the occurrence of a Sanctionable Act, including the severity, nature, duration, and extent, including previous occurrences of Sanctionable Acts. In determining corrective action or penalties, DWS may consider efforts by the local board or sub-recipient to prevent the occurrence of the Sanctionable Act, such as efforts to obtain technical assistance or training, as well as resolved monitoring findings.
- 5.2 Types of Correction Action and Penalties.** To assist the local board or sub-recipient in correcting any deficiencies, DWS may impose, for each Sanctionable Act, one or more of the following corrective action activities or penalties on the LWDB:
- (1) mandatory participation in technical and quality assurance activities or training;
 - (2) on-site visits by DWS, or its designee, to monitor daily operations of a local

- (3) board, local board's contractor, or sub-recipient;
- (3) mandatory adherence to a corrective action plan developed by DWS to address the identified weaknesses, including strict timelines for completion;
- (4) submission of additional or more detailed financial or performance documentation or reports;
- (5) designation as "high-risk," requiring additional monitoring visits;
- (6) requirement for the LWDB to report or cause a sub-recipient to report on activities and progress at state board meetings until performance is satisfactory;
- (7) DWS meetings with the local area's chief elected official(s), local board chair, local board members, local board's executive director, or the sub-recipient to check in on progress on corrective action;
- (8) DWS oversight or management of local board operations, such as the appointment of a steward.
- (9) DWS approval of specified actions (i.e. prohibition against entering into specific contracts or engaging in certain activities without explicit prior approval from DWS);
- (10) prohibiting the use of designated service providers or one-stop operators;
- (11) payment restrictions, such as payment by reimbursement only with required supporting documentation;
- (12) delay, suspension, or denial of contract payments;
- (13) requirement of a local board or its sub-recipient(s) to reimburse DWS any costs it deems disallowed in accordance with federal or state law, or regulations;
- (14) issuance of a notice of intent to cease immediately reimbursement of local program costs;
- (15) designation of local board as ineligible for additional discretionary funding, incentives, or other funds;
- (16) contract cancellation or termination;
- (17) issuance of notice to revoke approval of all or part of the local plan affected;
- (18) imposition of a local area reorganization plan;
- (19) any action that the US Department of Labor authorizes or permits to be taken in response to a Sanctionable Act; or
- (20) other actions deemed appropriate by DWS to secure compliance.

5.3 Penalties for nonattainment of performance goals:

First-year nonperformance. If a LWDB fails to meet one or more local negotiated performance levels in a single program year based on annual performance outcomes, the local board shall develop a performance improvement plan within 45 days of the final performance outcome reported in the New Mexico WIOA annual report. NMDWS may also require the local board to modify its local plan or take other action designed to improve the local board's performance.

Second-year nonperformance. If a local board fails to meet one or more local negotiated performance levels for the same performance measure(s) for a second consecutive program year, NMDWS shall review the performance deficiencies and may make a recommendation to the Governor to impose a reorganization plan for the local area. NMDWS's recommendation to the Governor for reorganization of a local area may include the imposition of one or more of the following penalties:

- (a) requiring modification of the local board's local plan;
- (b) issuing a notice of intent to revoke all or part of the affected local plan;
- (c) restructuring the local board, including decertification of the current local board and a plan for appointment and certification of a new local board;
- (d) selection of an alternate entity to administer the WIOA for the local area; or
- (e) merging of the local area into one or more other local areas.

5.3 Corrective action plans. If a corrective action plan is required pursuant to any section of this Agreement, the local board shall submit the plan in writing to NMDWS within 45 days of receipt of the final monitoring report. The corrective action plan shall identify actions the board shall take to correct the finding(s) and a timeline for completion of the corrective action. The local board shall be required to provide a monthly progress report each month that a corrective action plan is pending. In the event a finding reoccurs during subsequent monitoring reviews, monitors shall inform DWS, and DWS shall determine an appropriate course of action, up to and including sanctions and other lawful intervention or corrective action.

5.4 Performance Improvement Plans. If a performance improvement plan is required, the SAE shall specify the date on which the performance improvement plan is due and the date by which the plan shall be implemented.

The performance improvement plan for addressing the failure to meet performance shall include, at a minimum, the following:

- (1) list of the performance measures for which the local board failed to achieve at least 80 percent of the negotiated performance level;
- (2) detailed analysis and explanation of why the local board failed to achieve at least 80 percent of the negotiated performance level;
- (3) description of the corrective action to be taken, and the timeline for such actions, to address performance deficiencies in subsequent program years;
- (4) identification of the technical assistance needed to support successful performance, including the source and type of assistance; and
- (5) local board monitoring plan of its sub-recipients with timelines for evaluating effectiveness of the corrective action plan.

5.6. Intent to sanction. NMDWS may, but is not required to, issue a notice of intent to sanction to the local board, prior to placing a local board in sanction status. This formal notification is intended to communicate expectations, such as corrective action or performance improvement plans, for resolution of local board findings, to prevent escalation into sanction status.

5.7 SANCTIONS (NMAC 11.2.20.8)

A. **Sanction Status.** The purpose of imposing sanctions is to ensure accountability of local boards and other sub-recipients in meeting the needs of employers and job seekers, ensure performance in reaching outcome measures, ensure adequate return on New Mexico investments, and support New Mexico in achieving its goals. There are three levels of sanction status that may be assigned by DWS to a local board, or other sub-recipient, for failure to ensure compliance with one or more contracted performance measures, grant agreement provisions, federal or state laws, and related regulations. Sanction levels are not

progressive; DWS may impose any level of sanction at any time.

- (1) **Level one sanction status:** A level one sanction status is assigned for significant inability or failure to perform as determined by NMDWS. A level one sanction status may be associated with the assessment of one or more corrective actions or penalties as referenced in the corrective actions and penalties section of this rule. Sanctionable acts that occur during or after the program, grant, fiscal, contract, or calendar year, include but are not limited to the following:
- (a) failure to submit timely and accurate required financial or performance reports;
 - (b) failure to take timely corrective action to resolve findings identified during monitoring, investigative or program reviews, including failing to comply with a performance improvement plan;
 - (c) failure to resolve all independent audit findings or questioned costs within required time frames;
 - (d) failure to submit the annual audit required by WIOA federal regulations;
 - (e) breach of administrative and service contract requirements;
 - (f) failure to retain required service delivery and financial records; and
 - (g) failure to meet one or more local negotiated performance levels in a single program year based on annual performance outcomes.
- (2) **Level two sanction status:** A level two sanction status is a higher sanction status than level one and is assigned for severe inability or failure to perform as determined by NMDWS. A level two sanction may be associated with the assessment of more severe penalties than those assessed to a local board or sub-recipient in level one sanction status. Sanctionable acts that occur during or after the program, grant, fiscal contract, or calendar year include, but are not limited to the following:
- (a) failure to resolve or implement corrective action on a level one sanction within 180 days of notice.
 - (b) committing the same violation a second time within an 18-month period.
 - (c) failure to meet negotiated performance levels for the same performance measure(s) for two consecutive program years.
- (3) **Level three sanction status:** This is the highest sanction status assigned for extreme inability or failure to perform as determined by NMDWS. A level three sanction may be associated with the assessment of the most severe penalties being assessed against the local board or sub-recipient. Sanctionable acts that occur during the program, grant, fiscal, contract, or calendar year include, but are not limited to the following:
- (a) failure to resolve or implement corrective action on a level one sanction within 360 days of notice.
 - (b) failure to resolve or implement corrective action on a level two sanction within

180 days of notice.

- (c) committing the same violation three or more times within a 36-month period.

B. Sanction Determination. If the local board remains in noncompliance after the prescribed timeline for completion of the corrective action or the performance improvement plan has passed, NMDWS on behalf of the Governor shall determine whether it is appropriate to place a local board or sub-recipient in level one, two or three sanction status, DWS shall officially notify the non-compliant local board or sub-recipient by sending the appropriate local administrative entity a sanction determination letter via certified mail and return receipt requested at least 10 working days in advance of the effective date of the sanction.

(1) Notice of the sanction shall be sent:

- (a) For a level one sanction, to the LWDB Board Chair and CLEO.
- (b) For a level two sanction, to the LWDB Board Chair, CLEO, and State Board Chair.
- (c) For a level three sanction, to the LWDB Board Chair, CLEO, State Board Chair and Governor's office.

(2) The sanction determination letter shall include the following:

- (a) the Sanctionable Act upon which the sanction was based;
- (b) the sanction status level in which the local board of sub-recipient is placed and the conditions upon which the local board or sub-recipient may be removed from sanction status;
- (c) the penalty and the effective date of the penalty;
- (d) the corrective action required, including the timeline for completing the corrective action, if any; and
- (e) the technical assistance requested from DWS or other entity to assist in completing the corrective action, if any.

PART 6 - TERMINATION

6.1 Termination for Effectiveness:

Either party may terminate the Agreement if it is determined the original purpose would not be accomplished by continuing the contract to the end of the Term. The party desiring to terminate this Agreement shall give 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 documented, satisfactory services and supplies delivered prior to the termination date.

The LWDB shall be obligated to return any payment advanced under the provisions of this Agreement over the amount due as 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.

6.2 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 may 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 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 the LWDB shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. The 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 the SAE may withhold any payment to the LWDB for the purposes of mitigating its damages until such time as the exact amount of damages due to the SAE from the 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.

6.3 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 the 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 the SAE;
- C. Denial of payment for those services or obligations of the LWDB which have not yet been performed, and which, due to circumstances caused by the LWDB, cannot be performed, or if performed, would be of no value to the State. Denial of payment shall be reasonably related to the number of services or performance lost to the State because of the LWDB'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; and
- E. Any other remedy authorized or permitted by the US Department of Labor.

PART 7 - ADDITIONAL PROVISIONS

7.1 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 shall substantially conform to the model code available from the New Mexico Secretary of State. The Code of Conduct and Conflict of Interest forms shall be renewed annually by all active board and staff members. No employee, officer, or agent of the 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 shall neither solicit nor accept gratuities, favors, or anything of monetary value from the 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. The LWDB shall comply with the disclosure requirements of the Conflict-of-Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

All contracts executed under this Agreement shall include all applicable provisions required by 2 CFR 200.327 and Appendix II to 2 CFR Part 200, including but not limited to: termination for cause and convenience, Equal Employment Opportunity, Contract Work Hours and Safety Standards Act, rights to inventions, debarment and suspension, and all other federally required contract clauses.

7.2 Insurance:

- A. The 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. Where bonds or fidelity coverage are required, they must be obtained from companies holding certificates of authority issued by the U.S. Department of the Treasury in accordance with 31 CFR part 223.
- B. The State of New Mexico shall be named as additional insured on all liability policies.

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

7.3 Notice of Pending Litigation:

Unless otherwise provided for in this Agreement, the 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.

7.4 Certifications:

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

7.5 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
Exhibit G- LWDB Quarterly Report

7.6 Attachments:

Attachment A- Key Federal and State WIOA-Related Guidance Reference List
Attachment B- Risk Assessments

7.7 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, NMSA §§ 41-4-1 through 41-4-28 (as amended)

Grantor:

By: _____
Sarita Nair, Cabinet Secretary
Department of Workforce Solutions

Date: _____

By: _____
Gregory Lauer, General Counsel
Department of Workforce Solutions

Date: _____

By: _____
Steve Riggs, Chief Financial Officer
Department of Workforce Solutions

Date: _____

Grantee:

By: Commissioner Chris Ponce
Chief Lead Elected Official

Date: 06/22/2026

By: Jacqueline Fryar
Board Chair,
Area Local Workforce Development Board

Date: 06/22/2026

EXHIBIT A ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS FOR PROGRAM YEAR 2022-2024

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: Commissioner Chris Ponce
Chief Lead Elected Official

Date: 06/22/2026

By: Jacqueline Fryar
Board Chair,
Area Local Workforce Development Board

Date: 06/22/2026

ASSURANCES AND CERTIFICATIONS

The New Mexico Department of Workforce Solutions (NMDWS) shall 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 shall fully comply with the following:

Debarment and Suspension Certification (29 CFR Part 98)

- Required written procedures for suspension and debarment checks, which are mandated under 2 CFR 200.214 and 2 CFR Part 180.
- Documented SAM.gov verification for subawards, a required element under 2 CFR 200.332(a).

Certification Regarding Lobbying (29 CFR Part 93)

Drug Free Workplace Certification (2 CFR 182)

Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 38)

Financial Capability Certification

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

C. 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 any of the statements in this certification, such prospective grantee shall attach an explanation to this proposal.

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

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

1. No federally appropriated funds have been paid or shall 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 federally appropriated funds have been paid or shall 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.

E. 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 shall certify that it shall provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, additionally the LWDB may be subject to suspension of payments or termination of the contract, and the LWDB may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

1. The Grantee certifies that it shall 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 to 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
 - 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 shall:
 - i. Abide by the terms of the statement; and

- ii. Notify the employer in writing of their 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 shall 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 shall 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 shall 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

The Local Workforce Development Board (LWDB) shall maintain an indirect cost rate agreement between the LWDB and the State Administrative Entity (SAE). If the LWDB has an approved indirect cost rate negotiated with a federal cognizant agency, that rate may be used in this agreement. If the LWDB does not have a federally negotiated indirect cost rate, the LWDB may negotiate an indirect cost rate with the SAE that is mutually agreed upon by both parties.

The LWDB may also elect to use the federally authorized de minimis indirect cost rate of up to fifteen percent (15%) of Modified Total Direct Costs for federal awards issued on or after October 1, 2024. No additional documentation or justification is required for use of the de minimis rate. Once elected, the de minimis rate must be applied consistently across all federal awards unless and until the LWDB establishes a negotiated indirect cost rate.

For federal awards issued on or after October 1, 2024, Modified Total Direct Costs (MTDC) include up to the first \$50,000 of each subaward, consistent with OMB's 2024 revisions and the awarding agency's implementation.

Alternatively, the LWDB may elect not to charge indirect costs. If this option is chosen, the election shall be documented in this indirect cost rate agreement. Costs must be charged consistently as either direct or indirect and may not be double-charged.

Federal requirements governing indirect cost rates provide that an entity may use a federally negotiated rate, a rate negotiated with the pass-through entity, or the de minimis rate described above. Although certain federal sections still reference a ten percent de minimis rate, current federal guidance authorizes use of the fifteen percent de minimis rate for eligible entities. This agreement aligns with all applicable requirements under the Workforce Innovation and Opportunity Act (WIOA), the Uniform Guidance at 2 CFR Part 200, New Mexico Administrative Code, and New Mexico Department of Workforce Solutions policies.

EXHIBIT D
BUDGET INFORMATION SUMMARY (BIS)

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
INSTRUCTIONS - BUDGET INFORMATION SUMMARY
Local Adult / Dislocated Worker Programs / Local Administration**

Purpose

The Budget Information Summary (BIS) displays planned expenditures on a cumulative basis by quarterly periods for the agreement period.

General Instructions

A separate BIS shall be prepared for each agreement (Adult Programs, Dislocated Worker Programs and Local Administrative Costs).

- Box I.A Agency Name & Address
- Box I.B Type of Program: Place an “X” to indicate if the program is for Local Adult, Local Dislocated Worker, or Local Administrative Costs.
- Box I.C Agreement Number: Leave this blank if the budget is for a new program year because a new agreement number shall be assigned. If a budget modification is being submitted, input the previously assigned number.
- Box I.D Modification Number: Enter the modification number of the agreement, if applicable.
- Box I.E Agreement Period: Enter the planned agreement period.
- Column II.B Carry Over: Enter the projected expenditure of any carry-over funds from prior years.
- Column II.C New Allocation: Enter the projected expenditure of current year funds.
- Column II.D Total Budget: Enter the sum of columns II.B and C.
- Column II thru II.H: 1st Quarter – 4th Quarter for each Year. Specify the last day of each quarterly period, and enter the planned cumulative expenses for each quarterly period of the agreement.
- Line II.A.1 Total Projected Expenditure of WIOA Funds: Complete Columns B through H for the planned expenditure of WIOA funds for the entire agreement period.
- Line II.A.2 Total Projected Expenditure of Non-Federal Funds: Complete Columns B through H for the planned expenditure of any non-federal funds for the entire agreement period to further the objectives of WIOA. Such funds may consist of cash contributions from State or local governments or private sector partners. Leave blank if non-federal funds are not available for the grant.

- Line II.A.3 Total Projected Expenditure of Program Income Funds: Complete Columns B through H for the planned expenditure of any program income funds for the entire agreement period.
- Line II.A.4 Subrecipient Total Projected Obligations: Enter the sum of lines II.A.1, 2 and 3. Complete Columns B through H.

EXHIBIT E

INFORMATION REQUEST FORM EXHIBIT F

STATEMENT OF WORK

WORKFORCE INNOVATION AND OPPORTUNITY ACT

STATEMENT OF WORK

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 shall 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 shall facilitate an Infrastructure Funding Agreement (IFA) and Resource Sharing Agreements (RSA) as required by WIOA. The LWDB shall 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 (SWDB) 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 shall 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) shall meet, with a quorum of 51% of counties represented, twice per program year and meeting minutes shall be posted and publicly available with 10 working days of the meeting in accordance with the Open Meetings Act.

A Chief Lead Elected Official (CLEO) shall be named for the local area, among the CEOs, similar to the role of a board chair. They shall convene the CEOs and represent them in meetings in receipt of communication from the SAE and/or SWDB. The CLEO is expected to operate within authority given to them by the broader group of CEOs. The CEO Shared Liability Agreement shall outline the process for designating the CLEO and the decision and actions the CLEO can make on behalf of the CEOs.

The CEO(s) shall appoint Local Workforce Development Board members every two years in accordance with WIOA §107(b)(1) and §107(c)(1), and consistent with the State-established criteria for board membership. All appointments must meet the composition requirements outlined in WIOA §107(b)(2). A current, signed Memorandum of Understanding between the CEO(s) and the Local Workforce Development Board shall be executed each program year describing their respective roles and responsibilities in accordance with 20 CFR §679.310(c).

As the CEOs are grant sub-recipient, it is the duty of them to designate an entity to serve as a local Fiscal Agent. If a fiscal agent is not designated, the Chief Lead Elected Official's (CLEO) unit of government shall fulfill the role. Designation of a fiscal agent does not relieve the CEOs of liability for misuse of grant funds.

The CEO(s) shall 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 shall 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. (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), shall set policy for the workforce development system within the local workforce area, consistent with State policies. LWDBs shall 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 America's Job Center.

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.

See 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 requires a WIOA-compliant Local Workforce Development Board (LWDB). LWDBs shall represent a wide variety of individuals, businesses, and organizations throughout the local area. For each local area, members of the Local Workforce Development Board shall be selected by the Chief Elected Official(s) in accordance with the criteria established pursuant to WIOA section 107(b)(1) and shall meet the composition requirements of WIOA section 107(b)(2). Term lengths and reappointment procedures shall be defined in the Local Workforce Development Board bylaws consistent with 20 CFR §679.310(g).

All members shall 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 shall have *optimum policy making authority* within each of the entities they are representing.

All required LWDB members shall have voting privilege. The LWDB shall elect a chairperson from among the business representatives on the LWDB. A current WIOA-compliant LWDB membership roster shall be submitted to the NMDWS annually and shall be included as a part of the Local Workforce Development plan; or forwarded any time there is a change in LWDB membership. LWDBs shall 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 shall be chaired by a member of the LWDB, may include other members of the LWDB. Boards shall strive to include individuals on committees who are not formal members of the LWDB, but who have the 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.*

Standing Youth Committee:

The Standing Youth Committee (SYC) is established to provide guidance and oversight for the WIOA Youth Program, ensuring that the needs of local youth are met and that services comply with WIOA requirements. Although 20 CFR 681.100 does not require local WDBs to establish a SYC; however, it is now mandatory that a Standing Youth Committee be established.

Roles and Responsibilities: 20 CFR 681.120

- Recommend policy direction to the LWDB for the design, development, and implementation of programs that benefit all youth.
- Recommend the design of a comprehensive community workforce development system to ensure a full range of services and opportunities for all youth, including disconnected youth.
- Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth.
- Recommend ways to coordinate youth services and recommend eligible youth service providers.
- Provide on-going leadership and support for continuous quality improvement for local youth programs.
- Assist with planning, operational, and other issues relating to the provision of services to youth.
- Conduct monthly meetings using a structured format with an established agenda.
- Identify outreach strategies to reach disconnected youth.
- Implement a plan to identify gaps in credentials, measurable skills gains, employment and how this will improve performance.
- Engage in cross agency coordination with other state, community, and local agencies.
- Implement a plan to track employment and education for youth.
- Identify and implement ways to make AJCs more focused and friendly youth centers.

Decertification

According to WIOA Section 107(c), NMDWS shall, 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 no later than six months 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(b).

According to WIOA Section 106 (b)(3), NMDWS, by direction of the Governor, may elect to not approve subsequent designation or 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, fails to sustain fiscal integrity or in the case of a local area in a planning region, does not meet the requirements described in WIOA § 106 (c)(1).. If the local board is not approved for redesignation and therefore becomes 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 shall 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 officials (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) Provision of regular updates to 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 shall 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;
- (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) The LWDBs shall be responsible for coordinating a minimum of two industry sector strategy initiatives following the methodology and approach outlined by NMDWS. The LWDB shall lead, or jointly lead with NMDWS, the identification and development of activities for sector strategies planning for the local region according to employers and industry needs as evidenced by labor and market data. The LWDB shall convene a sector strategy committee or assign sector strategies to an existing committee (including that responsibility in their bylaws), engaging board business members and create goals for pursuing at least two industries in the region, which may include partnering with NMDWS on statewide sector priorities as dictated by the Governor and Cabinet Secretary
- (6) The LWDBs shall be responsible for coordinating a minimum of two industry sector strategy initiatives following the methodology and approach outlined by NMDWS. The LWDB shall lead, or jointly lead with NMDWS, the identification and development of activities for sector strategy planning in the local region based on employer and industry needs as demonstrated by labor market data. The LWDB shall convene a sector strategy committee or assign sector strategy responsibilities to an existing committee by including those duties in the bylaws. The committee shall engage board business members and establish goals for pursuing at least two industries in the region, which may include partnering with NMDWS on statewide sector priorities as determined by the Governor and Cabinet Secretary.
- (7) Convene a minimum of one employer summit in the region in coordination and collaboration with NMDWS Office of the Secretary. The purpose of the summit is to provide employer focused training on a variety of topics of their choice including but not limited to: updates on Unemployment Insurance, minimum wage and wage payment acts, sector strategy development, small business support and development. Small business support and development may include activities such as human resources policy development and implementation, customer service, coordination with NMDWS, and workforce boards.

Career Pathways

5. Lead efforts to develop and implement career pathways within the local area in collaboration with representatives of secondary and post-secondary education programs. Board leadership shall align employment, training, education, and supportive services to meet the needs of adults and youth, particularly individuals with barriers to employment.

Use of Technology

6. 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 NMJOBS System consistent with federal, state, and local policy to support data collection, program monitoring and performance reporting, including support for virtual eligibility documentation and service delivery using electronic tools such as electronic signatures, virtual assistance, and remote case management.

- (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 enhancing 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. The LWDB website must include ICT accessibility, including electronic posting of the local plan, in compliance with 29 CFR Part 38 and WIOA Section 188. Additionally, to ensure transparency, accessibility, and consistency across all local workforce development areas, NMDWS requires LWDBs to post, at minimum, contact information, calendars, board and committee rosters, agendas, minutes, and all current local policies.
- (7) The LWDB shall review all local area information published on the CareerOneStop website (<https://www.careeronestop.org/>) at least quarterly to ensure accuracy, completeness, and consistency with current local services, programs, and contact information.

System Oversight/Monitoring

7. NMDWS shall conduct annual programmatic and fiscal oversight and monitoring of Subrecipient's activities under this Subaward, Monitoring may include, but is not limited to:

- Annual on-site monitoring reviews of subrecipient;
- Additional reviews as deemed necessary by NMDWS, based on areas of significant deficiency or concern identified during annual monitoring or other documented oversight activities.
- Off-site desk reviews, analysis of financial and performance reports, and outcome data may be conducted by NMDWS as part of its ongoing oversight responsibilities. NMDWS will provide advance notice and reasonable timeframes for local boards to respond to document or data requests whenever practicable. However, in circumstances where NMDWS receives information or direction requiring immediate action, the agency may request prompt production of documents, data, or information necessary to fulfill its statutory oversight duties.
- Review of administrative and financial management practices, including sub-recipient oversight (if applicable);
- Examination of participant files, case management system entries, eligibility determinations, service delivery, and data integrity for WIOA Title I Adult, Dislocated Worker, and Youth programs;
- Site visits to America's Job Centers and interviews with staff, management, and participants;
- Review of additional NMDWS-administered grants or programs active during the monitoring period.

Subrecipient shall provide NMDWS Monitoring Unit with full and timely access to all relevant records, financial statements, facilities, participants, and other information necessary to conduct annual monitoring activities, as required by 2 CFR Part 200 and 20 CFR § 683.410

Subrecipient shall comply with audit requirements under 2 CFR Part 200, Subpart F. Subrecipient shall promptly resolve any audit findings related to WIOA funds and provide NMDWS with copies of audit reports and corrective action documentation as requested. NMDWS will exercise this authority consistent with its oversight responsibilities and will avoid issuing unduly burdensome or duplicative requests.

NMDWS compliance oversight may incorporate review during the state's annual Single Audit process.

If Subrecipient issues subawards or contracts under this Subaward, Subrecipient shall conduct its own regular (at least annual) programmatic and fiscal monitoring of its subrecipients and contractors consistent with 20 CFR § 683.410, 2 CFR Part 200, WIOA requirements, and any applicable local monitoring policies.

Subrecipient shall maintain documentation of such monitoring and make it available to NMDWS upon request.

Local Performance

7. Negotiate and develop consensus with the chief elected official and NMDWS regarding local performance indicators 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 details.

Infrastructure Funding Agreements

8. Negotiate with CEO(s) and required partners to follow the methods for funding the infrastructure costs of one-stop centers in the local area (per 20 CFR Part 678.715), negotiate and execute an agreement to that effect to include a process for continuous review of said agreement. LWDB shall notify the SAE if they fail to reach agreement at the local level and the SAE shall use a State infrastructure funding mechanism. *See Workforce Development Letter 16-006, Infrastructure Funding, for more information regarding infrastructure funding requirements.*

Selection of Providers

1. 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

2. The workforce development system established under WIOA emphasizes informed consumer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles. As required by WIOA, Sec. 122, in partnership with Local Boards, states shall identify eligible training providers (ETPs) and programs that are qualified to receive WIOA title I-B funds to train adults, dislocated workers and out-of-school youth ages 16 through 24 including those with disabilities. The approved State list of eligible training providers and programs serves as an important tool for participants seeking training to identify appropriate providers and programs, and useful and relevant information, such as program costs and outcomes. Local areas shall move beyond transactional exchanges limited to ITAs to build strategic relationships with education and training providers to help build a comprehensive and job-driven list of eligible training providers. The New Mexico Eligible Training Provider List (ETPL) policy outlines the types of training WIOA authorizes, and the initial and subsequent eligibility processes and criteria for organizations that seek to be added to the ETPL. The guide defines State, Local Board, and Training Provider responsibilities, stressing the importance of close collaboration between Local Boards and training providers who seek to serve WIOA customers in the local area. The guide also includes a section to help training providers to register as providers for the jobs.state.nm.us and how to submit programs to be included in the ETPL.

3. In partnership with LWDBs, NMDWS shall provide oversight and administrative support and guidance for the ETP certification system. The State is required to develop and operate the ETPL in partnership with Local Workforce Development Boards (LWDB). The ETPL collects relevant data and displays useful information to WIOA customers regarding training providers, the services they offer, and the quality of those service programs. New Mexico strives to populate the ETPL with training programs that are proven to be successful and remove those programs that fail to achieve positive results for training customers. LWDBs may authorize qualified LWDB staff members (ETPL Coordinators) to act on their behalf when determining the initial and/or continued eligibility of providers and their program(s).
 - Thoroughly research and evaluate in-state training providers and programs that apply to be on the ETPL. Review applications for completeness and accuracy when verifying for eligibility and performance information regarding initial applications. Review and evaluate ETPL applicants and participants regarding ongoing eligibility for ETPL inclusion, prior to submitting applications to the State for final approval.
 - Ensure access to training services throughout the state, including rural areas, by reviewing, approving, and adding programming that uses technology-based or remote learning.
 - LWDBs shall conduct outreach to connect with local and regional employers and with education and training providers to ensure that clients residing within counties covered by the local area have an ample training program selection that provides credentials, certificates and/or job skills that are valued by employers within target industry sectors identified in the State Plan and the Local or Regional Plan. LWDBs shall provide ITAs for training programs that support a career pathway for clients in growing, in-demand occupations, and/or target industry sectors identified in the local plan.
 - Ensure that there are sufficient numbers and types of providers of 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 services in a manner that maximizes consumer choice and leads to competitive, integrated employment opportunities for individuals with disabilities
 - Identify in-demand occupations for the local area using relevant labor market information.

Each LWDB shall establish, maintain, review and update annually a program of existing or emerging occupations that are determined to:

- a. be part of a sector of the economy that has high potential for sustained demand or
 - b. support economic growth in the local area,
 - c. target industry clusters within the local area,
 - d. support economic growth priorities; and
 - e. address industry-specific shortages.
- The LWDB staff and/or the Service Provider shall accurately assess WIOA customers' career interests and assist them in the selection of training programs that are directly linked to those interests and related employment opportunities in their local area.

LWDBs shall support and direct eligible training providers to submit annual performance evaluation. New Mexico has established benchmarks for program-specific data for both initial and continued eligibility determinations. At least one of the following minimum standards shall be met:

1. Program Completion Rate – 57.28% of the participants entering a program shall complete the program.
2. Credential Attainment Rate – 56.0% of total participants enrolled in a program offering a recognized postsecondary credential shall earn the credential.

Local workforce development boards shall revise all local policies to ensure that they comply with the new requirements outlined in this document. *See DWS 24-001 Eligible Training Provider Policy for more information regarding the ETP requirements and qualification process.*

One-stop Operator

4. Select a one-stop operator in accordance with 20 CFR Parts 678.600 through 678.635 of the regulations. *See 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

5. 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

6. Planning and coordinating services among all federally funded workforce development programs is paramount to deliver integrated services at levels WIOA requires. This means that all federally funded workforce programs shall 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.
7. Implement cooperative agreements to enhance services provided to individuals, such as cross-training staff, engaging technical assistance, use and share information, combine efforts cooperatively with employers, and seek other opportunities for cooperation, collaboration, and program coordination to streamline the Title I intake and eligibility

process for all title participants.

8. Required partners include:

- Title I Programs (Adult, Dislocated Worker, Youth, Job Corps, YouthBuild, 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 shall work to improve customer access to service by developing and implementing a seamless system of workforce service coordination. Universal access to basic career services shall be achieved through close integration of Wagner-Peyser, WIOA programs, and other partners in the America's Job Centers. Service integration requires partners to work collaboratively in the delivery of services available under multiple programs.

Coordination Specific to Education Providers.

- Coordinate with HED's Integrated Education and Training programs for adult education to ensure alignment with training providers on the ETPL to maximize efficiency, provide continued workforce supports for participants, and report performance outcomes, as required by WIOA.
- Coordinate with education and training providers and employers in priority sectors to create flexible pathways, certification programs, short-term credentialing, and work-based learning opportunities to prepare the workforce.
- Work with the NM Public Education Department (PED), WIOA partners, and employers to increase outreach in middle and high schools and help students explore available career paths in priority sectors by streamlining and clearly defining the path among work-based learning programs.
- 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).

Coordination Specific to Vocation Rehabilitation Programs

- 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 to streamline the Title I intake and eligibility process for Title IV participants.

Budget and Fiscal Administration

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 23-004, Transfer of Formula funds, for the necessary criteria for submitting transfer of fund requests between Dislocated Worker and Adult funding stream.

Certification and Continuous Improvement of One-Stop Centers

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

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

LWDBs shall review and 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 shall address the three following areas:

- a. Effectiveness
- b. Physical and Programmatic Accessibility
- c. Continuous Quality Improvement

Effectiveness

- Assess how well each one-stop integrates available services for participants and businesses. (Including, but not limited to, job training programs offered through community colleges and other public and private institutions, registered apprenticeships, adult education, on-the-job training, etc.)
- Development of Memoranda of Understanding (MOUs) and Infrastructure Funding Agreements (IFAs) with required workforce partners concerning the delivery of required programs.

Physical and Programmatic Accessibility

- Assess at least once every 3 years the effectiveness, physical and programmatic accessibility of all America's Job Centers in the local area in accordance with WIOA sec. 188, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and continuous improvement of one-stop centers and the one-stop delivery system, consistent with the requirements of section 101(d)(6).

Continuous Quality Improvement

- Description of continuous quality improvement strategies used to modify and improve system practices and services.
- Description of the continuous quality improvement activities planned and/or implemented in collaboration with program partners and staff.

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

Annual Report

Produce an annual report that shall be submitted to the State Administrative Entity, according to guidelines established by NMDWS. Each local area that receives an allotment under WIOA Adult, Dislocated Worker, and Youth activities shall 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

Promote America's Job 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.

Transparency

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 shall also comply with the Inspection of Public Records Act.

Open Meetings Act (OMA) Compliance

The LWDB shall comply with the New Mexico Open Meetings Act. Regular and special meeting agendas shall be posted and made available to the public at least 72 hours in advance according to the LWDB's adopted notice procedures. Meetings shall be held in person at a physical location that is open and accessible to the public, consistent with OMA requirements. Minutes for all meetings shall record the date, time, place, members present, matters considered, and the results of votes, including roll-call votes when applicable. Meetings shall be held in spaces or via platforms that reasonably accommodate public attendance and public comment consistent with adopted procedures.

Verification of Public Notice Requirements

To support compliance with the Open Meetings Act (OMA), the LWDB shall send NMDWS the direct link to the official public posting location on the same business day the meeting notice is posted. The LWDB shall also send NMDWS either the direct link to the posted agenda or a copy of the agenda itself at least 72 hours before the meeting, consistent with OMA requirements

Inspection of Public Records Act (IPRA) Compliance

The LWDB shall comply with the Inspection of Public Records Act. The LWDB, CEO or designee shall serve as the records custodian. When the LWDB receives any written IPRA request, the LWDB shall issue to the requester written acknowledgment noting receipt of the request, within three (3) business days when immediate inspection or production is not practicable. Records shall be produced within fifteen (15) calendar days or as otherwise allowed by law. Denials shall be issued in writing providing specific statutory authority for denial. LWDB shall retain and manage its records pursuant to all applicable retention schedules and requirements.

WIOA Sunshine Requirements

The LWDB shall conduct its business in a publicly transparent and accountable manner by making the following publicly available on a regular basis and through electronic means and open meetings: the Local Plan and any modifications prior to submission; the current list of LWDB members and their affiliations; the designation and certification of one-stop operators; the award of grants or contracts; minutes of formal LWDB meetings; and the LWDB by-laws.

MOU

The Grantee shall provide NMDWS with fully executed copies of all Memoranda of Understanding (MOUs) with the One-Stop Operator(s) and all required WIOA partner programs. Copies shall be submitted within 30 days of execution or amendment. All MOUs shall comply with federal and state requirements, including 20 CFR 678.500–510 and applicable NMAC provisions, and shall include partner commitments, roles, infrastructure funding responsibilities, referral processes, and the effective period. Failure to maintain or submit compliant MOUs may result in corrective action under this Agreement.

Annual Meeting Calendar:

To support transparency and effective public access, the LWDB shall adopt and publicly post an annual meeting calendar no later than July 1 of each program year. The calendar shall include specific dates for at least one LWDB meeting per quarter and no fewer than two CEO meetings per program year. Meeting

dates shall be established in advance to support predictability and planning for the public, partners, and staff.

Any changes to the posted calendar must comply with the OMA and shall only be made when necessary. Updated meeting notices must be posted as soon as practicable and communicated to NMDWS on the same business day.

Financial Disclosure Requirements

LWDB members shall provide complete and timely financial disclosures as required by state law and Local Governance Policy. Disclosures shall be maintained by the CEO or designated staff, reviewed annually, and updated whenever a member's financial or fiduciary interests change.

SECTION VI. ONE-STOP DELIVERY SYSTEM

Vision for the One-Stop Delivery System

The publicly funded workforce system envisioned by WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to and opportunities for employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provides a comprehensive, accessible, and high-quality workforce development system. This is accomplished by providing all customers access to high-quality one-stop centers that connect them with the full range of services available in their communities, whether they are looking to find jobs, build basic educational or occupational skills, earn a postsecondary certificate or degree, or obtain guidance on how to make career choices, or are businesses and employers seeking skilled workers.

Under WIOA, partner programs and entities that are jointly responsible for workforce and economic development, educational, and other human resource programs collaborate to create a seamless customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to the programs' services. The one-stop delivery system includes six core programs (Title I adult, dislocated worker, and youth programs; Title II adult education and literacy programs; Title III Wagner-Peyser program; and Title IV vocational rehabilitation programs), as well as other required and optional partners identified in WIOA. Through the one-stop centers, these partner programs and their service providers ensure that businesses and job seekers—a shared client base across the multiple programs identified above—have access to information and services that lead to positive employment outcomes. Under WIOA, one-stop centers and their partners:

- provide job seekers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages;
- provide access and opportunities to all job seekers, including individuals with barriers to employment, such as individuals with disabilities, to prepare for, obtain, retain, and advance in high-quality jobs and high demand careers;
- enable businesses and employers to easily identify and hire skilled workers and access other support, including education and training for their current workforce;
- participate in rigorous evaluations that support continuous improvement of one-stop centers by identifying which strategies work better for different populations;
- ensure that high-quality integrated data informs decisions made by policy makers, employers, and job seekers; and
- incorporate and strengthen the objectives of job-driven elements in the development of partnership

strategies, and the provision of services.

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 shall 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 America's Job 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 Memoranda 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

One-Stop Operators shall be competitively procured in accordance with 20 CFR Parts 678.600 through 678.635 of the federal regulations. One-Stop Operators shall be competitively procured in accordance with 20 CFR 678.600–678.635. If a competitive procurement yields no successful candidates, the Local Workforce Development Board may designate itself to perform One-Stop Operator functions only with the approval of the Chief Elected Official(s) and the Governor, and only if documented firewalls are in place to prevent conflicts of interest, consistent with 20 CFR 679.430.

Entities performing multiple roles in the local area shall implement documented internal controls and firewalls to prevent conflicts of interest, consistent with 20 CFR 679.430. *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 America's Job 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 America's Job 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 America's Job Center; including youth services and programs for individuals with disabilities.
 5. Facilitate opportunities for shared learning and training.
 6. Promote America's Job 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. 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.
 8. Provide for conflict management and dispute resolution when issues arise between partner organizations.
 9. Review all local area information posted on the CareerOneStop website on at least a quarterly basis to ensure accuracy, currency, and alignment with local services, program offerings, contact information, and hours of operation.

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 follow best practices in youth engagement and positive youth development.
6. Create a systemic process that supports America's Job 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 America's Job Center partners to develop a robust system of training to support staff and seeks opportunities for shared learning and training; Assures America's Job 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 America's Job Center 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 America's Job Center.
 6. Coordinate with partners to organize and implement local Rapid Response services for workers who have been or anticipate being 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 America's Job 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 shall 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 shall be provided regardless of the level of funds. The Adult and Dislocated Worker Guidance Letter 20-002 discusses Order of Priority, as follows:

Priority of Service shall always be given to covered persons (i.e. veterans and eligible spouses, including widows and widowers) regardless of whether or not the limited funding 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 shall be established as follows:

- First priority goes 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 goes to recipients of public assistance, low-income, or individuals who are basic skills deficient who are not veterans or spouses of veterans.
- Third priority goes to veterans or eligible spouses of veterans who are not recipients of public assistance, low-income or basic skills deficient.
- Last priority goes 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 shall 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 may 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 shall 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 America's Job Center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services shall 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 employment counseling and adult 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 post-secondary education, 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 shall 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, 22-001

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 shall be followed in accordance with TEGL 19-16, Guidance on Services provided through the Adult and Dislocated Worker Programs.

Adult and Dislocated Worker Follow-up Services

Follow-up services shall 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. LWDBs shall establish and implement follow-up policies that include the types of follow-up services provided. Follow-up services shall be provided only to Adults and Dislocated Workers who have exited system. Supportive services shall be provided only to active Adult and Dislocated Worker participants. Therefore, supportive services shall not be provided to Adults or Dislocated Workers as a form of follow-up service.

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 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 shall 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 shall 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).

LWDB shall ensure the youth providers include delivery of the following *14 elements* of service in their overall scope unless a federal or state waiver has been initiated to waive the requirement:

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 post-secondary credential;

2. Alternative secondary school services, or dropout recovery services as appropriate;
3. Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experience:
 - 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 includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the WDB determines that the programs meet the quality criteria described in WIOA sec. 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, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
7. Supportive services, including the services listed in § 681.570;
8. Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
9. Follow-up services for not less than 12 months after the completion of participation, as provided in § 681.580;
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
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.
 - (b) Local programs have the discretion to determine what specific program services a youth participant receives, based on each participant's objective assessment and individual service strategy. Local programs are not required to provide every program service to each participant.
 - (c) When available, the Department encourages local programs to partner with existing local, State, or national entities that provide program element(s) at no cost to the local youth program.

WIOA Chapter 2: Statewide Activities Sec 129(c)(1)(A) 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:

- (a) 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;

- (b) 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;
- (c) provide—
 - (i) activities leading to the attainment of a secondary school diploma or its recognize equivalent, or a recognized postsecondary credential;
 - (ii) preparation for postsecondary educational and training opportunities;
 - (iii) 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;
 - (iv) preparation for unsubsidized employment opportunities, in appropriate cases; and
 - (v) effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets;
- (d) 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;
- Local youth programs shall expend no less than twenty percent (20%) of the funds allocated to them to provide ISY and OSY with paid and unpaid work experiences that fall under the 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.

Braiding and leveraging funds are not the same; however, both approaches may be used across all WIOA Title I programs (Youth, Adult, and Dislocated Worker), as well as other workforce-related funding streams throughout the state.

Braiding and leveraging funds is a high priority under WIOA and occurs when different funding streams are used together to support different needs for the same customer. It allows a WIOA youth program to provide more comprehensive services to participants while maximizing partner resources available to assist youth. For example, the Title I WIOA Youth program and the WIOA Title II Adult Education program provide complementary services to youth and may be used together (braided) to serve eligible youth ages

16-24 where each program's age eligibility overlaps. When used together, these two funding sources increase the capacity of programs to help young adults meet their employment and educational goals.

Braiding Funding:

Braiding describes multiple independent funding streams coming together to fund a single project. These funding strands never lose their identity and grantees report both to participating agencies regarding how specific funds are spent. (reference training provided by Charles Watts USDOL.

<https://www.workforcegps.org/events/2022/11/01/18/43/Yes-WIOA-Can-Effectively-Leveraging-or-Braiding-Multiple-Funding-Sources-with-WIOA>)

Leveraging utilizes a primary resource such a WIOA to attract or secure others sources of funding through partnerships to expand resources available to meet the needs of individuals.

Note: The 14 Youth Elements and other aforementioned youth program components shall 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 \$0000100,000 (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 \$75,000 (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 shall track funds spent on OSY throughout the duration of this Agreement.

*****This calculation method is subject to change pending final USDOL guidance regarding work experience expenditure requirements.***

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.

*****This calculation method is subject to change pending final USDOL guidance regarding work experience expenditure requirements.***

Program expenditures on the work experience program element may include wages. Wages in this instance refer to wages paid in OJT's, summer employment and other employment opportunities throughout the school year. According to Sec. 680.700, OJTs may be used to reimburse up to 75% of wages paid to a participant, but 50% is typical.

Allowable expenditures beyond wages may 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 shall be tracked, justified, and documented. Staffing costs shall be reasonable and not exceed 10% of the work experience expenditures.

Youth Follow-up Services

- A. Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or postsecondary education and training. Follow-up services may include regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise.
- B. Follow-up services for youth also may include the following program elements:
 - (1) Supportive services;
 - (2) Adult mentoring;
 - (3) Financial literacy education;
 - (4) 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
 - (5) Activities that help youth prepare for and transition to postsecondary education and training.
- C. All youth participants shall be offered an opportunity to receive follow-up services that align with their individual service strategies. Furthermore, follow-up services shall be provided to all participants for a minimum of 12 months unless the participant declines to receive follow-up services or they cannot be located or contacted. Follow-up services may be provided beyond 12 months at the State or LWDB's discretion. The types of services provided, and the duration of services shall be determined based on the needs of the individual and therefore, the type and intensity of follow-up services may differ for each participant. Follow-up services shall include more than only a contact attempted or made for securing documentation in order to report a performance outcome.

SECTION VIII. REQUIRED LWDB POLICIES

According to Section 679.550(a)(1) of the federal regulations, local board plans shall identify and describe the policies, procedures, and local activities that are carried out in the local area, consistent with the State Plan. Local boards shall 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 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.

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 shall 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 shall 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.
8. *Steven’s Amendment*-policy and procedures to ensure transparency and accountability of USDOL and HHS federal funds.

Program

9. *Priority of Services* – a policy and procedures for determining priority during eligibility process and enrollment; the criteria and procedures used to assess and establish priority for Adults, DW and Veterans (i.e. public assistance, low-income and basic skills deficient individuals).
10. *Electronic files* – a policy for scanning documents, determining what shall be available for electronic review.
11. *Referrals* – policy and procedures which local areas shall use when referring individuals to different WIOA services/partners.
12. *Co-Enrollment* – policy and procedures on co-enrolling individuals.
13. *Data Validation*- policy and procedures on local data validation requirements, to ensure data submitted for performance reporting is both valid and reliable.
14. *ETPL* – a policy to describe how the local board shall ensure continuous improvement of eligible training providers through the system and how they shall meet the employment needs of local employers, workers, and job seekers;
15. *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;
16. *In-Demand Occupations* – a policy to govern the development and use of in-demand occupation and industry data to inform local planning decisions;
17. *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;
18. *Individual Training Accounts and On-the-Job Training* – policies to govern the establishment and use of individual training accounts and OJT duration.

19. *Incumbent Workers* – an incumbent worker training policy that outlines criteria for determining employer eligibility, how employers’ share of cost shall be established, process for collecting employer performance information, and contracting process with employers providing the training.
20. *Customized Training* – LWDBs shall 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.
21. *Transitional Jobs* – If the LWDB uses transitional jobs as part of its service delivery strategy, it shall adopt policies and identify appropriate employers, include plans on the amount of reimbursements for the jobs, what supportive services shall 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.”
22. *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 shall develop a policy to govern the use of such services in accordance with 20 CFR 680.900 through 970.
23. *Youth Program Eligibility*- a policy that provides direction to workforce system stakeholders and youth program service providers, regarding the Youth Eligibility requirements.
24. *Requires Additional Assistance (Youth)* – a policy that specifies what conditions shall 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.
25. *Participant File Policy and/or Procedure*- that specifies how and where participant documentation shall be stored. To establish guidelines for the secure, organized and confidential storage of participant files to ensure compliance with data protection regulations and to maintain the integrity and accessibility of records.

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.

Effectiveness in Serving Employers shall be measured using the federally required definition of Retention with the Same Employer and shall be reported at the local and statewide levels in accordance with current federal performance reporting requirements. The measure shall be calculated using wage record data in the NMJOBS system and covers the second and fourth quarters after program exit.

Performance reporting provisions are in effect although data may not be fully available. As such, for PY 2026, the Local Workforce Development Board shall comply with and is accountable for all of the following performance measures and levels. *

**Local Workforce Development Board Workforce Innovation
and Opportunity Act
PY 2026 Primary Indicators of Performance**

*The Primary Indicators of Performance for program year 2026 shall be negotiated based on policy DWS 20-001 Change 2.

	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				

Performance Reporting

Performance Reports. The SAE designates the NMJOBS System as the system of record for all WIOA Title I performance data. NMJOBS shall 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 NMJOBS shall be used to populate the Participant Individual Record

Layout, report template ETA-9169 and ETA-9173. The LWDB shall comply with federal reporting deadlines, including submitting the WIOA Statewide and Local Performance Report (ETA-9169/9173) by October 1 each year and the WIOA Annual Narrative Report by December 1; however, LWDBs must submit all required performance data and narrative components to the SAE in advance of these dates according to timelines established annually by the SAE to ensure timely federal submission, in accordance with federal requirements.

Performance reporting provisions are in effect although data may not be fully available. The Annual report under this grant Agreement shall 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 shall be available for the following primary indicators of performance: Employed in the Fourth Quarter and Credential Attainment. Additionally, the Annual Report shall contain all elements listed in §677.205(d).

The LWDB and its subrecipients shall maintain written procedures for performance data validation, including documentation standards, internal reviews, and timely correction of errors, consistent with current federal data validation guidance.

Financial Reports. Local areas shall track funds spent on WIOA- authorized activities. Keeping track of all funds spent on WIOA activities is how states and local areas record and report cumulative expenditures on the ETA - 9130 financial report.

Common Unique Identifier. Boards shall 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). *See Workforce Guidance Letter 16-005, One-stop Common Identifier.*

Additional State Performance Metrics

Minimum WIOA Training Expenditures for Adult and Dislocated Worker programs. For PY2026, LWDBs shall be required to achieve or exceed the Minimum Training Expenditure Requirement of 50%. 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 50% 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 50% expenditure goal applies to the Workforce Development Boards Adult and Dislocated Worker Program formula allocations. A maximum amount of 10% of staff salaries may be included in the cost participant services to allow for the cost of provision of career services.

Example Calculation

	Expenditures Reported Against Prior Program Year Carry-in	Current Program Year Expenditures	Total	% Training Expenditures
Training Expense	\$120,000	\$180,000	\$300,000	50%
Total Expense	\$240,000	\$360,000	\$600,000	50%

LWDB Obligation/Expenditure Rate. LWDBs shall 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 monitor LWDB obligations and expenditures more closely and set expectations for current year funding. This process helps to identify and detect potential issues and prevent conditions which may result in reversions and/or rescission of funds.

Additional Performance Measures:

The additional performance standards shall 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 shall make performance data on workforce development programs accessible to workforce decision-makers, the State Workforce Board and the public.

- **Measure #1**
The full Local Workforce Development Board shall meet, with a quorum, once per calendar quarter. The Local Administrative Entity shall notify the NMDWS when public notice of the meetings is posted. NMDWS shall develop and the Local Administrative Entity shall submit a quarterly report which allows the department to track the number of meetings with quorum during the quarter.
- **Measure #2**
The Chief Elected Officials (CEOs) shall meet, with a quorum of 51% of counties represented, twice per program year. The Local Administrative Entity shall use NMDWS quarterly report in Exhibit G to track the number of meetings with quorums during the quarter.
- **Measure #3**
The CEO and Local Workforce Development Board draft meeting minutes shall be posted and publicly available within 10 working days of the meeting in accordance with the Open Meetings Act. The Local Administrative Entity shall 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.
- **Measure #4**
The Local Administrative Entity shall report progress on performance outcomes quarterly using a quarterly report form developed by NMDWS. Using Exhibit G, The Local Administrative Entity shall compile and submit the NMDWS quarterly report to the department 45 days after the end of the quarter.
- **Measure #5**
Administrative Staff, Fiscal Staff and One Stop Operator Staff shall complete, at minimum, 10 hours of continuing education credits per program year. NMDWS may make available opportunities for continuing education but shall encourage the local boards to identify training or education opportunities to meet their diverse regions. The Local Administrative Entity shall use the NMDWS quarterly report in Exhibit G to track the number of continuing education credits and the percentage progress for each job function during the quarter. At the end of the program year the LWDB Administrator shall be required to provide a roster indicating the staff, job function and continuing education credits achieved.
LWDB Board Members are encouraged, but not required, to participate in board development training opportunities made available by NMDWS or offered within their regions to support effective governance and continuous improvement.
- **Measure #6**
The Local Workforce Development Board shall support two sector strategies per year that align with the Combined Four-Year Statewide Plan. The Local Workforce Board shall 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.

- **Measure #7**

The Local Workforce Development Board shall track the number of individuals receiving services from all core programs (WIOA Title I, II, III and IV). The Local Administrative Entity shall use the NMDWS Exhibit G Quarterly Report to track and report this information.

- **Measure #8**

Each Local Workforce Development Board (LWDB) shall comply with federal and state performance measures negotiated with the State Administrative Entity (SAE). Upon request by the SAE, LWDB shall provide any data the SAE may request for purposes of evaluating LWDB's compliance with performance requirements. LWDB shall ensure that any subcontracts developed in conjunction with federal WIOA funds shall contain applicable performance standards for adults, dislocated workers, youth, 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 LWDB may mandate additional local standards, as long as those local standards are not inconsistent with or lower than federal or state law, this Agreement, or written policies established by NMDWS.

SECTION X. SELF-SUFFICIENCY WAGE

Annually, the SAE calculates 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. The most recent self-sufficiency wage is found in DWS policy at the link noted in Attachment A.

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 shall be addressed to:

<p>Veronica Alonzo Operations and Performance Manager NM Department of Workforce Solutions (505) 487-6770 Veronica.alonzo@dws.nm.gov</p>	<p>Tina Corriz WIOA Grant Analyst NM Department of Workforce Solutions (505) 280-5836 tina.corriz@dws.nm.gov</p>
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Attachment A – Key Federal and State WIOA-Related Guidance Reference List

New Mexico Department of Workforce Solutions Guidance:

[New Mexico Department of Workforce Solutions > WIOA](#)

NMDWS Administrative Memos and Technical Guidance:

[New Mexico Department of Workforce Solutions > WIOA](#)

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>

Applicable Federal Regulations:

2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements

2 CFR 2900 – DOL Exceptions to Uniform Guidance

20 CFR Part 678 – One-Stop Delivery System

20 CFR Part 679 – Local Workforce Development Boards

20 CFR Parts 680–683 – WIOA Adult, Dislocated Worker, Youth, and Administrative Requirements

29 CFR Part 38 – Nondiscrimination and Equal Opportunity

34 CFR Part 361 – Vocational Rehabilitation Program Requirements

New Mexico Administrative Code (NMAC):

11.2.1 NMAC – Workforce Solutions Department General Provisions

11.2.4 NMAC – Local Workforce Development Boards

11.2.5 NMAC – One-Stop Delivery System Requirements

U.S. Department of Labor WIOA Related Guidance (TEGLs, TENS):

<https://www.dol.gov/index.php/agencies/eta/apprenticeship/policy/tens-tegl>

TEGL 04-23 – Requirements for PY 2024–2027 WIOA State Plans

TEGL 07-25 – Instructions for 2026–2027 State Plan Modifications

TEGL 14-18 – Performance Accountability Guidance

TEGL 23-19 and Change 3 – Validation of Required Performance Data

TEGL 10-16, Change 1 – One-Stop Operator Guidance

TEGL 17-16 – Infrastructure Funding Requirements

TEGL 19-16 – Operating Guidance for WIOA Title I Programs

SIGNATURE CERTIFICATE



REFERENCE NUMBER

05920813-7933-4776-8BD7-AC3F3FB41C2F

TRANSACTION DETAILS

Reference Number

05920813-7933-4776-8BD7-AC3F3FB41C2F

Transaction Type

Signature Request

Sent At

06/22/2026 12:17:20 PM EDT

Executed At

06/22/2026 12:19:11 PM EDT

Identity Method

email

Distribution Method

email

Signed Checksum

ff8aa3bf906a435ad8b472a7330b24c9c33ec91ddf30fc9019bd54738e9462ba

Signer Sequencing

Disabled

Document Passcode

Disabled

eIDAS Authentication

Disabled

DOCUMENT DETAILS

Document Name

WIOA Grant Agreement PY26 SAWDB

Filename

WIOA_Grant_Agreement_PY26_SAWDB.pdf

Pages

63 pages

Content Type

application/pdf





File Size

766 KB

Original Checksum

17a3cfae514cbe86005264ef33120bd53c4214c8c8f2e509a9302c53e38cbae5

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Commissioner Chris Ponce Email cponce@grantcountynm.gov Components 4	Status signed Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 IP Address 67.0.224.107 Device Mobile Safari via iOS Typed Signature  Signature Reference ID 901232D0 Typed Signature  Signature Reference ID 6BFE6FEB	Viewed At 06/22/2026 12:18:28 PM EDT Identity Authenticated At 06/22/2026 12:19:10 PM EDT Signed At 06/22/2026 12:19:11 PM EDT
Name Jacqueline Fryar Email jfryar1019@gmail.com Components 4	Status signed Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 IP Address 104.28.111.111 Device Mobile Safari via iOS Typed Signature  Signature Reference ID A88655C8 Typed Signature  Signature Reference ID 70B437D3	Viewed At 06/22/2026 12:18:09 PM EDT Identity Authenticated At 06/22/2026 12:18:46 PM EDT Signed At 06/22/2026 12:18:46 PM EDT

AUDITS

TIMESTAMP	AUDIT
06/22/2026 12:17:20 PM EDT	Angela Longovia (angela1@sccog-nm.com) created document 'WIOA_Grant_Agreement_PY26_SAWDB.pdf' on Firefox via Windows from 153.66.19.212.
06/22/2026 12:17:21 PM EDT	Jacqueline Fryar (jfryar1019@gmail.com) was emailed a link to sign.
06/22/2026 12:17:21 PM EDT	Commissioner Chris Ponce (cponce@grantcountynm.gov) was emailed a link to sign.
06/22/2026 12:18:09 PM EDT	Jacqueline Fryar (jfryar1019@gmail.com) viewed the document on Mobile Safari via iOS from 104.28.111.111.
06/22/2026 12:18:28 PM EDT	Commissioner Chris Ponce (cponce@grantcountynm.gov) viewed the document on Mobile Safari via iOS from 67.0.224.107.
06/22/2026 12:18:46 PM EDT	Jacqueline Fryar (jfryar1019@gmail.com) authenticated via email on Mobile Safari via iOS from 104.28.111.111.
06/22/2026 12:18:46 PM EDT	Jacqueline Fryar (jfryar1019@gmail.com) signed the document on Mobile Safari via iOS from 104.28.111.111.
06/22/2026 12:19:10 PM EDT	Commissioner Chris Ponce (cponce@grantcountynm.gov) authenticated via email on Mobile Safari via iOS from 67.0.224.107.
06/22/2026 12:19:11 PM EDT	Commissioner Chris Ponce (cponce@grantcountynm.gov) signed the document on Mobile Safari via iOS from 67.0.224.107.

LWDB Quarterly Report
PYXX XX Quarter
Region:

ADMINISTRATION

Local Board Meeting(s)	Chief Elected Officials Board Meeting
Date:	Date:
Time:	Time:
Date:	Public Notice Published
Time:	Date:
Public Notice(s) Published	Agenda Posted Date
Date:	Date:
Date:	
	Quorum Met
Agenda Posted	YES/NO:
Date:	
Date:	Draft Meeting Minutes Published
	Date:
Quorum Met	
YES/NO:	Approved Meeting Minutes Published
YES/NO:	Date:
Draft Meeting Minutes Published	
Date:	
Date:	
Approved Meeting Minutes Published	
Date:	
Date:	

Continuing Education Credits

	Hours Required	
Administrative Entity Staff		
Fiscal Agent Staff		
One Stop Operator Staff		
Board Members		

LWDB Quarterly Report

PYXX XX Quarter

Region:

PERFORMANCE

	Adult	Dislocated Worker	Youth
Enrolled			
Exited			
Carry Over			
Served (Enrolled + Carry Over)			

Updated and Extracted from Future Works XX/XX/XXXX

	Title I	Title II	Title III	Title IV
Enrolled				
Exited				
Carry Over				
Served (Enrolled + Carry Over)				

Updated and extracted from Future Works XX/XX/XXXX.

FINANCIALS

Attach Excel Spreadsheet

LWDB Quarterly Report
PYXX XX Quarter
Region:

Quarter Narrative

PROGRAM INITIATIVES:

- Adult/DW
- Youth

ONE-STOP OPERATIONS:

SECTOR STRATEGIES

OTHER INITIATIVES:

Recipient Information
<p>1. Recipient Name South Central Council of Governments Southwestern Area Workforce Development Board</p> <p>2. Employer Identification Number (EIN) 85-0367338</p> <p>3. Data Universal Numbering System (DUNS)</p> <p>4. Recipient's Unique Entity Identifier (UEI) PZXNP7NE3UC3</p> <p>5. Assistance Type Formula Grant</p> <p>6. Type of Award Other</p> <p>7. Recipient Fiscal Contact Information Skylar Arnold sarnold@sccog-nm.com 575-744-4857</p> <p>8. Recipient Program Contact Information Glory Juarez giuarez@sccog-nm.com</p>
<p>State Awarding Agency Information New Department of Workforce Solutions</p> <p>9. Fiscal Contact Information Tina Corriz Tina.Corriz@dws.nm.gov 505-280-5836</p> <p>10. Program Contact Information Waldy Salazar Waldy.Salazar@dws.nm.gov 505-231-2876</p>

Federal Award Information
<p>11. Award Number</p> <p>12. Unique Federal Award Identification Number (FAIN)</p> <p>13. Statutory Authority Workforce Innovation and Opportunity Act, P.L. 113-128</p> <p>14. Federal Awarding Agency ETA Office of Grants Management</p> <p>15. Assistance Listing Number 17.259</p> <p>16. Assistance Listing Program Title WIOA Adult Activities</p> <p>17. Award Action Type New</p> <p>18. Is the Award R&D? No</p>

Summary Federal Award Financial Information
<p>19. Budget Period Start Date 07/01/2026 - End Date 06/30/2028</p> <p>20. Total Amount of Federal Funds Obligated by this Action \$960,460.00 20a. Direct Cost Amount 20b. Indirect Cost Amount</p> <p>21. Authorized Carryover</p> <p>22. Offset</p> <p>23. Total Amount of Federal Funds Obligated this budget period</p> <p>24. Total Approved Cost Sharing or Matching, where applicable</p> <p>25. Total Federal and Non-Federal Approved this Budget Period</p> <p>26. Period of Performance Start Date 07/01/2026 - End Date 06/30/2028</p> <p>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$960,460.00</p>

30. Remarks

In accordance with Training and Employment Guidance Letter No. 15-22, this Notice of Award transmits the PY 2026 allotments for the WIOA Title I Adult program activities.

Recipient Information
<p>1. Recipient Name Southwestern Area Workforce Development Board South Central Council of Governments</p> <p>2. Employer Identification Number (EIN) 85-0367338</p> <p>3. Data Universal Numbering System (DUNS)</p> <p>4. Recipient's Unique Entity Identifier (UEI) PZXNP7NE3UC3</p> <p>5. Assistance Type Formula Grant</p> <p>6. Type of Award Other</p> <p>7. Recipient Fiscal Contact Information Skylar Arnold sarnold@sccog-nm.com 575-744-4857</p> <p>8. Recipient Program Contact Information Glory Juarez gjuarez@sccog-nm.com</p>
<p>State Awarding Agency Information New Department of Workforce Solutions</p> <p>9. Fiscal Contact Information Tina Corriz Tina.Corriz@dws.nm.gov 505-280-5836</p> <p>10. Program Contact Information Waldy Salazar Waldy.Salazar@dws.nm.gov 505-231-2876</p>

Federal Award Information
<p>11. Award Number</p> <p>12. Unique Federal Award Identification Number (FAIN)</p> <p>13. Statutory Authority Workforce Innovation and Opportunity Act, P.L. 113-128</p> <p>14. Federal Awarding Agency ETA Office of Grants Management</p> <p>15. Assistance Listing Number 17.259</p> <p>16. Assistance Listing Program Title WIOA Dislocated Worker Activities</p> <p>17. Award Action Type New</p> <p>18. Is the Award R&D? No</p>

Summary Federal Award Financial Information
<p>19. Budget Period Start Date 07/01/2026 - End Date 06/30/2028</p> <p>20. Total Amount of Federal Funds Obligated by this Action \$1,728,087.00 20a. Direct Cost Amount 20b. Indirect Cost Amount</p> <p>21. Authorized Carryover</p> <p>22. Offset</p> <p>23. Total Amount of Federal Funds Obligated this budget period</p> <p>24. Total Approved Cost Sharing or Matching, where applicable</p> <p>25. Total Federal and Non-Federal Approved this Budget Period</p> <p>26. Period of Performance Start Date 07/01/2026 - End Date 06/30/2028</p> <p>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$1,728,087.00</p>

30. Remarks

In accordance with Training and Employment Guidance Letter No. 15-22, this Notice of Award transmits the PY 2026 allotments for the WIOA Title I Dislocated Worker program activities.

Recipient Information
<p>1. Recipient Name Southwestern Area Workforce Development Board South Central Council of Governments</p> <p>2. Employer Identification Number (EIN) 85-0367338</p> <p>3. Data Universal Numbering System (DUNS)</p> <p>4. Recipient's Unique Entity Identifier (UEI) PZXNP7NE3UC3</p> <p>5. Assistance Type Formula Grant</p> <p>6. Type of Award Other</p> <p>7. Recipient Fiscal Contact Information Skylar Arnold Sarnold@sccog-nm.com 575-744-4857</p> <p>8. Recipient Program Contact Information Glory Juarez gjuarez@sccog-nm.com</p>
<p>State Awarding Agency Information New Department of Workforce Solutions</p> <p>9. Fiscal Contact Information Tina Corriz Tina.Corriz@dws.nm.gov 505-280-5836</p> <p>10. Program Contact Information Waldy Salazar Waldy.Salazar@dws.nm.gov 505-231-2876</p>

Federal Award Information

11. Award Number

12. Unique Federal Award Identification Number (FAIN)

13. Statutory Authority
Workforce Innovation and Opportunity Act, P.L. 113-128

14. Federal Awarding Agency
ETA Office of Grants Management

15. Assistance Listing Number
17.259

16. Assistance Listing Program Title
WIOA Youth Activities

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information	
19. Budget Period Start Date	07/01/2026 - End Date 06/30/2028
20. Total Amount of Federal Funds Obligated by this Action	\$1,278,127.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	
24. Total Approved Cost Sharing or Matching, where applicable	
25. Total Federal and Non-Federal Approved this Budget Period	
26. Period of Performance Start Date	07/01/2026 - End Date 06/30/2028
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$1,278,127.00

30. Remarks

In accordance with Training and Employment Guidance Letter No. 15-22, this Notice of Award transmits the PY 2026 allotments for the WIOA Title I Youth program activities.

NMDWS Grant Risk Assessment Review

Grantee Name:	Southwestern Area Workforce Development Board
Grant Award Number(s) or CFDA Number:	
Program Name(s):	WIOA Title I Adult, Dislocated Worker, and Youth
Risk Assessment Completed by:	Veronica Alonzo
Risk Assessment Completed Date:	6/5/2026
Grant Period(s):	07/01/2026 - 06/30/2028
Grant Amount(s):	\$3,966,674.00
Total Score:	175
Risk Assessment:	High Risk

1. Amount	Small <\$25,000	Medium \$25,000 to \$250,000	Large >\$250,000
Amount of the award <i>(If award amount is unknown, an estimated award amount should be used.)</i>			X
2. Accounting System			
Type of accounting system used by the entity	X		
3. Program Complexity			
	Not Complex	Slightly Complex	Moderately Complex
Rate the complexity of the program			X
<p>Programs with complex compliance requirements have a higher risk of non-compliance. In your determination of complexity consider whether the program has complex grant requirements <i>(If you choose one, select slightly complex; if you choose two, select moderately complex; if you choose three or four, select highly complex)</i>. The following are some examples of reasons a program would be considered more complex:</p> <ul style="list-style-type: none"> ▶ Complex programmatic requirements and/or must adhere to regulations ▶ Matching funds or Maintenance of Effort are required ▶ Various types of program reports are required ▶ The entity further subcontracts out the program 			
4. Entity Risk			Yes/No
Rank the entity based on your knowledge of the following:			
a. Is the entity receiving an award for the first time?			No
b. Did the entity adhere to all terms and conditions of prior grant awards?			No
c. Does the entity have adequate and qualified staff to comply with the terms of the agreement?			No
d. Does the entity have prior experience with similar programs?			Yes
e. Does the entity maintain policies which include procedures for assuring compliance with the terms of the award?			No
f. Does the entity have an accounting system that will allow them to completely and accurately track the receipt and disbursements of funds related to the award?			Yes
g. Does the federal program require staff to track their time associated with the award?			Yes
h. If yes, does the entity have a system in place that will account for 100% of each employee's time? <i>(If answered no to 4g, leave blank)</i>			Yes
i. Did the entity's key staff members attend required trainings and meetings during prior grant awards?			Yes
j. Did the entity's key staff members respond to State requests timely during prior grant awards?			Yes
k. Did the entity have one or more audit findings in their last single audit regarding program non-compliance?			No
l. Did the entity have one or more audit findings in their last single audit regarding significant internal control deficiency?			No
m. Was the entity audited by the Federal government in the prior year(s)?			No
n. If yes, did the audit result in one or more audit finding? <i>(If answered no to 4m, leave blank)</i>			No
o. Other issues that may indicate high risk of non-compliance? Explain: <i>(Assign 5 points for each issue from below that applies)</i>	1. Same Entity serves as the One Stop Operators, Adult Service Provider, DW Service Provider, and Youth. 2. Customer Complaints 3. Not meeting performance 4. Low youth enrollment and engagement 5. Significant program findings 6. Insufficient case management 7. Turnover in		35
<i>Other issues:</i> (1) having new or substantially changed systems or software packages, i.e. accounting, payroll, reporting, technology, administration; (2) turnover in personnel, i.e. business, award management, program; (3) external risks including: economic conditions, political conditions, regulatory changes & unreliable information; (4) loss of license or accreditation to operate program; (5) new activities, products, or services; (6) organizational restructuring; (7) where indirect costs are included, does the organization have adequate systems to segregate indirect from direct costs.			
5. Reporting & Budget			Yes/No
Rank the entity based on your knowledge of the following:			
a. Were performance reports submitted timely for prior grant awards? <i>(i.e. within the agency specified timeframe)</i>			Yes
b. Was reasonable progress made towards performance goals for prior grant awards?			No
c. Were financial reports submitted timely for prior grant awards?			Yes
d. Were financial reports accurate for prior grant awards?			Yes
e. Did the entity stay on budget in prior years?			Yes
Low = 0 - 85 Moderate = 86 - 170 High = 170 and higher		TOTAL RISK POINTS:	175

Common Attributes of Grantees with Low, Moderate and High Risk:	
Low Risk	High Risk
<i>Most of the following attributes should be present to be considered <u>low</u> risk</i>	<i>One or more of the following attributes may be present to be considered <u>high</u> risk</i>
▶ entity has complied with the terms and conditions of prior grant awards.	▶ History of unsatisfactory performance or failure to adhere to prior grant terms and conditions
▶ No known financial management problems or financial instability	▶ Financial management problems and/or instability; inadequate financial
▶ High quality programmatic performance	▶ Program has highly complex compliance requirements
▶ No, or very insignificant, audit or other monitoring findings	▶ Significant findings or questioned costs from prior audit
▶ Timely and accurate financial and performance reports	▶ Untimely, inadequate, inaccurate reports
▶ Program likely does not have complex compliance requirements	▶ Recurring/unresolved issues
▶ entity has received some form of monitoring (e.g., single audit, on-site review, etc.)	▶ Lack of contact with entity or any prior monitoring
	▶ Large award amount
Moderate Risk ▶ <i>Agencies that fall between low risk and high risk are considered <u>moderate</u> risk.</i>	

Additional notes or considerations specific to the Grantee:

Southwestern Area Workforce Development Board
Workforce Innovation and Opportunity Act
 Program Year 2026 / Fiscal Year 2027
 Proposed Budget

Program Revenue	Total	Administration	Adult	Dislocated Worker	Youth	Percent of Total
Administration	\$ 396,668	\$ 396,668				7%
Adult	\$ 864,414		\$ 864,414			15%
Dislocated Worker	\$ 1,555,278			\$ 1,555,278		27%
Youth	\$ 1,150,314				\$ 1,150,314	20%
Sub-total	\$ 3,966,674	\$ 396,668	\$ 864,414	\$ 1,555,278	\$ 1,150,314	69%
Prior Year Balances	\$ 1,781,184	\$ 151,384.00	\$ 364,500.00	\$ 801,300.00	\$ 464,000.00	31%
Additional Funds Awarded	\$ -					0%
Transfer from Dislocated Worker to Adult	\$ -					0%
Total	\$ 5,747,858	\$ 548,052.00	\$ 1,228,914.00	\$ 2,356,578.00	\$ 1,614,314.00	100%

Program Allocations	Total	Administration	Adult	Dislocated Worker	Youth	Percent of Total
Adult & Dislocated Worker Provider	\$ 2,300,000	\$ -	\$ 800,000.00	\$ 1,500,000.00		40%
Youth Service Providers (DACC)	\$ 1,000,000				\$ 1,000,000.00	17%
Youth Service Providers (Alamo Navajo)	\$ 224,000				\$ 224,000.00	4%
Administrative Entity	\$ 610,000	\$ 120,000.00	\$ 180,000.00	\$ 210,000.00	\$ 100,000.00	11%
One Stop Operator	\$ 250,000		\$ 70,000.00	\$ 120,000.00	\$ 60,000.00	4%
Fiscal Agent	\$ 190,000	\$ 190,000.00				3%
Board & CEO	\$ 150,000	\$ 150,000.00				3%
Special Projects	\$ -					0%
Reserve (July 1, 2026 - June 30, 2027)	\$ 230,523	\$ 8,718.40	\$ 6,031.20	\$ 215,522.40	\$ 251.20	4.01%
Reserve (July 1, 2027 - Sept. 30, 2028)	\$ 793,335	\$ 79,333.60	\$ 172,882.80	\$ 311,055.60	\$ 230,062.80	13.80%
Total	\$ 5,747,858	\$ 548,052.00	\$ 1,228,914.00	\$ 2,356,578.00	\$ 1,614,314.00	100%
Unobligated Balance	\$ -	\$ -	\$ -	\$ -	\$ -	

\$ 79,334 \$ 172,883 \$ 311,056

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/MODIFICATION NO. PY26-WIOA-05	CONTRACT PERIOD July 1, 2026 - June 30, 2027
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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 South Central Council of Governments	3. NAME OF PROVIDERS POINT OF CONTACT 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 <input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input checked="" type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Other _____

AMOUNT OF CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$ 120,000.00	\$ 180,000.00	\$ 210,000.00	\$ 100,000.00	\$610,000.00

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
\$120,000.00	\$180,000.00	\$210,000.00	\$100,000.00	\$610,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

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

II. AGREEMENT REQUIREMENTS

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

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

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

(B) Duties and Obligations of the Sub-Grantee

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

(C) Effective Date and Term

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

(D) Funding

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

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

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

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

(4) Reporting Requirements

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

(5) Maintenance of Funds in Appropriate Financial Institutions

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

(6) Payment Contingency

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

(7) Performance Standards

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

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

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

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

(A) Data Access and Automation Requirements

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

(B) Retention of Records

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

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

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

(7) Confidentiality of Data

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

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

(8) Compliance with Applicable Audit Requirements

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

(9) Rights Of Inspection

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

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

(10) Financial and Performance Monitoring

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

V. ASSURANCES

(A) Compliance with Certain Laws

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

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

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

VI. TERMINATION

(A) Termination for Effectiveness

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

(B) Termination for Default (Cause)

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

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

(C) Remedies Other Than Termination for Default

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

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

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

(B) Insurance

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

(C) Notice of Pending Litigation

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

(D) Certifications

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

(E) Exhibits

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

(F) Liability

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

(G) Sub-Grantee;

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

VIII. REFERENCES

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

Requirements)

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

IX. CORRECTIVE ACTION AND SANCTIONS

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

LWDB:

Jacqueline Fryar, Board Chair _____
Date

Sub-Grantee:

Jay Armijo, Executive Director _____
Date

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/MODIFICATION NO. PY26-WIOA-03	CONTRACT PERIOD July 1, 2026 - June 30, 2027
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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 Alamo Navajo School Board, Inc.	3. NAME OF PROVIDERS POINT OF CONTACT Marlene Herrera
ADDRESS PO Box 5907	TITLE OF POINT OF CONTACT Community Services Director
CITY, STATE & ZIP Alamo, NM 87825	TELEPHONE/FAX/EMAIL Phone: 575-854-2609 ext. 1403 Fax: Email:
4. FUNDING TYPE(S) (Check those that apply) TITLE I <input type="checkbox"/> Adult <input type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Other _____

AMOUNT OF CONTRACT				
ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
	\$0.00	\$0.00	\$224,000.00	\$224,000.00
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	\$224,000.00	\$224,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

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

II. AGREEMENT REQUIREMENTS

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

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

(B) Duties and Obligations of the Sub-Grantee

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

(C) Effective Date and Term

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

(D) Funding

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

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

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

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

(4) Reporting Requirements

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

(5) Maintenance of Funds in Appropriate Financial Institutions

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

(6) Payment Contingency

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

(7) Performance Standards

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

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

(A) Data Access and Automation Requirements

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

(B) Retention of Records

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

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

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

(5) Confidentiality of Records

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

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

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

(7) Confidentiality of Data

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

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

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

(8) Compliance with Applicable Audit Requirements

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

(9) Rights Of Inspection

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

(10) Financial and Performance Monitoring

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

V. ASSURANCES

(A) Compliance with Certain Laws

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

VI. TERMINATION

(A) Termination for Effectiveness

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

(B) Termination for Default (Cause)

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

(C) Remedies Other Than Termination for Default

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

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

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

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

(B) Insurance

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

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

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

(C) Notice of Pending Litigation

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

(D) Certifications

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

(E) Exhibits

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

(F) Liability

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

(G) Sub-Grantee;

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

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

VIII. REFERENCES

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

IX. WIOA YOUTH SERVICE REQUIREMENTS

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

(B) REQUIREMENTS AND PROGRAM ELEMENTS

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

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

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

X. YOUTH PROGRAM DESIGN

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

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

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

XI. OUT OF SCHOOL YOUTH (OSY) EXPENDITURE REQUIREMENT

- (A) WIOA requires a minimum OSY expenditure rate of 75% for youth formula-funded program. The 75% expenditure rate is a minimum requirement; therefore, local areas may spend up to 100 percent of their local area youth funds on OSY as directed by local board policy. This percentage may change if a grant agreement waiver is provided by the U.S.

Department of Labor.

(1) Calculations

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

(2) Tracking

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

XII. YOUTH - EXPANDED WORK EXPERIENCE FOCUS

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

(1) Calculations

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

(2) Tracking

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

XIII. PERFORMANCE MEASURES

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

Employment Rate 2nd Quarter Exit	67.00%
Employment Rate 4th Quarter Exit	64.00%
Median Earnings 2nd Quarter Exit	\$4500.00
Credential Attainment Rate	51.00%
Measurable Skill Gains	55.00%

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

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/AMENDMENT NO. PY2026-WIOA-06	CONTRACT PERIOD July 1, 2026 through June 30, 2027
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This **Contract** is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **New Mexico State University/DACC**, 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 New Mexico State University/ Dona Ana Community College	3. NAME OF PROVIDERS POINT OF CONTACT Alisha A. Giron
ADDRESS 1050 E. Stewart St	TITLE OF POINT OF CONTACT Assoc VP, Research Admin
CITY, STATE & ZIP Las Cruces, NM 88003-0000	TELEPHONE/FAX/EMAIL Phone: (575) 645-1590 Fax: Email: ras@nmsu.edu
4. FUNDING TYPE(S) (Check those that apply) TITLE I <input type="checkbox"/> Adult <input type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification <input type="checkbox"/> Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00

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	\$1,000,000.00	\$1,000,000.00

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/MODIFICATION NO. PY26-WIOA-02	CONTRACT PERIOD July 1, 2026 - June 30, 2027
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This Contract Amendment is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **Arbor E&T, LLC dba Equus Workforce Solutions**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide WIOA Adult and Dislocated Worker services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

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

2. NAME OF PROVIDER Arbor E&T, LLC dba Equus Workforce Solutions	3. NAME OF PROVIDERS POINT OF CONTACT Peter Martinez
ADDRESS 226 S. Alameda Blvd.	TITLE OF POINT OF CONTACT Project Director
CITY, STATE & ZIP Las Cruces, NM 88005	TELEPHONE/FAX/EMAIL Phone: 575-524-6250 Email: peter.martinez@equusworks.com
4. FUNDING TYPE(S) (Check those that apply) TITLE I <input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Dislocated Worker <input type="checkbox"/> Youth <input type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification/Amendment <input type="checkbox"/> Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$800,000.00	\$1,500,000.00	\$0.00	\$2,300,000.00

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	\$800,000.00	\$1,500,000.00	\$0.00	\$2,300,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

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

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#2022-02)**.

- (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.

II. AGREEMENT REQUIREMENTS

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

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

(B) Duties and Obligations of the Sub-Grantee

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

(C) Effective Date and Term

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

(D) Funding

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

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

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

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

(3) Modification Procedures

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

(4) Reporting Requirements

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

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

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

(A) Data Access and Automation Requirements

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

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

(2) Sub-Grantee agrees to:

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

(B) Retention of Records

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

(2) Fiscal Records

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

(3) Fixed Asset and Inventory Maintenance

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

(4) Retention of Complaint Records

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

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

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

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

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

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

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

V. ASSURANCES

(A) Compliance with Certain Laws

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

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

VI. TERMINATION

(A) Termination for Effectiveness

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

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

(B) Termination for Default (Cause)

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

(C) Remedies Other Than Termination for Default

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

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

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

(B) Insurance

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

- (2) The LWDB and the State of New Mexico shall be covered as additional insured on all liability policies.
- (3) Sub-grantee shall provide 60 days prior notice of cancellation to the AE in the event coverage is cancelled and not replaced with same or broader coverage.

(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#2022 – 01).

* The service provider is currently undergoing restructuring within the organization for the new program year. The Scope of Work will be revised in accordance with the restructuring at the next SAWDB Board or Executive Committee Meeting.

(F) Liability

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

(G) Sub-Grantee;

- (1) Shall provide service at the workforce centers located in the southwestern area, and may provide itinerant services at other locations and cities, as stated in the sub-grantee's scope of work.
- (2) Shall conduct periodic quality assurance reviews on participant files and operations in accordance with the state or local guidance letters and or policy.
- (3) May make budget adjustments and programmatic modifications with written approval of the WIOA Administrator.
- (4) Shall submit program activity and fiscal reports that are due to the Administrative Entity and Fiscal Agent's office not later than the 15th day of the following month.
- (5) Shall submit the contract close-out not later than 45 day after the term of this Agreement.

VIII. REFERENCES

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

Eligibility Transition)

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

IX. WIOA ADULT & DISLOCATED WORKER SERVICE REQUIREMENTS

(A) PROGRAM DESIGN & ESSENTIAL ELEMENTS

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

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

(c) WORKFORCE CONNECTION ON-LINE SYSTEM:

Adult,

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

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

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

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

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

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

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

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

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

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

(C) PRIORITY OF SERVICE

(a) VETERANS PRIORITY OF SERVICE

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

(b) ADULT PRIORITY OF SERVICE

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

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

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

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

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

(E) INDIVIDUALIZED CAREER SERVICES

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

Pre-apprenticeship 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, 2025 or as approved by Department of Workforce. 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 2025 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

Employment Rate 2nd Quarter Exit	79.00%
Employment Rate 4th Quarter Exit	80.00%
Median Earnings 2nd Quarter Exit	\$8750.00
Credential Attainment Rate	57.00%
Measurable Skill Gains	67.00%

Dislocated Worker

Employment Rate 2nd Quarter Exit	73.50%
Employment Rate 4th Quarter Exit	73.50%
Median Earnings 2nd Quarter Exit	\$7500.00
Credential Attainment Rate	60.00%
Measurable Skill Gains	65.00%

XI. PROGRAM YEAR 2026 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 \$54.54/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) Profit Incentives

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

LWDB:

Authorized Signature

Date

Sub-Grantee:

Authorized Signature

Date

WIOA SERVICES CONTRACT COVER SHEET	1. CONTRACT/MODIFICATION NO. PY26-WIOA-04	CONTRACT PERIOD July 1, 2026 - June 30, 2027
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This Contract Amendment is made and entered into by the **Southwestern Area Workforce Development Board**, hereinafter referred to as the **LWDB**, and **Arbor E&T, LLC dba Equus Workforce Solutions**, hereinafter referred to as the **Sub-Grantee**. The Sub-Grantee agrees to provide WIOA One Stop Operator services in the geographic area within the State of New Mexico, as stated in the scope of work, pursuant to the provisions of the Workforce Innovation and Opportunity Act (WIOA), and in accordance with the provisions of this Agreement.

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

2. NAME OF PROVIDER Arbor E&T, LLC dba Equus Workforce Services (previously Rescare Workforce Solutions)	3. NAME OF PROVIDERS POINT OF CONTACT Giselle Palomares
ADDRESS 226 S. Alameda Blvd.	TITLE OF POINT OF CONTACT One Stop Operator
CITY, STATE & ZIP Las Cruces, NM 88005	TELEPHONE/FAX/EMAIL Phone: (575) 445-6771 Email:giselle.palomares@equusworks.com
4. FUNDING TYPE(S) (Check those that apply) TITLE I <input checked="" type="checkbox"/> Adult <input checked="" type="checkbox"/> Dislocated Worker <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Administration	5. TYPE OF CONTRACT ACTION <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification/Amendment <input type="checkbox"/> Other

AMOUNT OF CONTRACT

ADMINISTRATION	ADULT	DISLOCATED WORKER	YOUTH	TOTAL
\$0.00	\$70,000.00	\$120,000.00	\$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	\$70,000.00	\$120,000.00	\$60,000.00	\$250,000.00

SUB-GRANT AGREEMENT PROVISIONS

I. BACKGROUND

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

The parties enter into this Sub-Grant Agreement pursuant to the Workforce Innovation and Opportunity Act (WIOA) in accordance with the proposal submitted for the **WIOA One Stop Operator Service Request for Proposals (RFP#2022 – 01)**.

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

II. AGREEMENT REQUIREMENTS

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

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

(B) Duties and Obligations of the Sub-Grantee

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

(C) Effective Date and Term

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

(D) Funding

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

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

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

III. ADMINISTRATIVE STANDARDS AND PROCEDURES

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

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

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

(3) Modification Procedures

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

(4) Reporting Requirements

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

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

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

(A) Data Access and Automation Requirements

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

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

(2) Sub-Grantee agrees to:

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

(B) Retention of Records

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

(2) Fiscal Records

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

(3) Fixed Asset and Inventory Maintenance

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

(4) Retention of Complaint Records

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

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

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

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

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

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

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

V. ASSURANCES

(A) Compliance with Certain Laws

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

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

VI. TERMINATION

(A) Termination for Effectiveness

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

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

(B) Termination for Default (Cause)

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

(C) Remedies Other Than Termination for Default

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

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

VII. ADDITIONAL PROVISIONS

(A) Conflict Of Interest

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

(B) Insurance

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

- (2) The LWDB and the State of New Mexico shall be covered as additional insured on all liability policies.
- (3) Sub-grantee shall provide 60 days prior notice of cancellation to the AE in the event coverage is cancelled and not replaced with same or broader coverage.

(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#2022 – 01).

(F) Liability

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

(G) Sub-Grantee;

- (1) Shall provide service at the workforce centers located in the southwestern area, and may provide itinerant services at other locations and cities, as stated in the

sub-grantee's scope of work.

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

VIII. REFERENCES

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

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

IX. CORRECTIVE ACTION AND SANCTIONS

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

X. ADDITIONAL PROVISIONS**(A) Profit Incentives**

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

LWDB:_____
Authorized Signature_____
Date**Sub-Grantee:**_____
Authorized Signature_____
Date

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	June 25, 2026
<p>Consent Agenda Item Resolution 25 – 33 approves a Youth Services Program Transition Agreement between the Southwestern Area Workforce Development Board and Arbor E&T, LLC dba Equus Workforce Solutions.</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>With the selection of a new Youth Service Provider, a short-term transition agreement is needed to ensure continuity of services and an orderly transfer of program operations, participant information, worksite coordination, and case management responsibilities. Retaining one or two current staff members for approximately one additional month will provide essential support during the transition period, including assisting with participant communication, records transfer, pending supportive services and work experience matters, and coordination with the incoming provider. This temporary overlap will help minimize disruption to enrolled youth, protect program continuity, and support a smooth handoff of responsibilities to the new provider.</p> <p>This will authorize the WIOA Administrator and fiscal administrator to coordinate with Equus regional director and project manager to finalize the agreement.</p> <p>RECOMMENDATION</p> <p>A motion to approve Resolution 25 – 33.</p> <p>BOARD'S OPTIONS ARE TO</p> <ul style="list-style-type: none"> • Accept the recommendation • Amend the recommendation • Reject the recommendation • Table the item • Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • Negotiations and agreement development pending 	



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

June 25, 2026

Ms. Sylvia Washington
 President & CEO
 Tresco, Inc.
 1800 Copper Loop Drive, Building 1
 Las Cruces, NM 88004

RE: Notice of Intent to Renew Lease and Negotiate Agreement
 Property Located at 1705 N. Date Street, Truth or Consequences, NM 87901

Dear Ms. Washington:

The Southwestern Area Workforce Development Board (SAWDB) greatly values its partnership with Tresco, Inc. and appreciates the opportunity to lease office space at 1705 N. Date Street in Truth or Consequences, New Mexico. Pursuant to the current Lease Agreement, the lease term is scheduled to expire on July 31, 2026.

Through this letter, SAWDB expresses its desire to continue leasing the premises and requests the opportunity to begin negotiations for a lease agreement. The Board has been pleased with the location and wishes to maintain its presence and operations at the site.

Pending completion of negotiations and execution of a new lease agreement, SAWDB proposes to continue occupancy under the existing lease terms and monthly rental rate on a month-to-month basis, consistent with the holding-over provisions of the current lease, until a mutually acceptable agreement can be finalized.

We look forward to working collaboratively with Tresco, Inc. to establish a renewed lease arrangement that meets the needs of both parties. Please contact us at your convenience to begin discussions regarding renewal terms.

Thank you for your continued partnership and support.

Sincerely,

Jacqueline Fryar, Board Chair

Glory Juarez, WIOA Administrator

www.employnm.com



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

June 1, 2026

Joe Gardea

70southinv@gmail.com

RE: Notice of Intent to Continue Tenancy and Negotiate Lease Renewal Property Located at 1500 Appaloosa Dr. Suite A160, Sunland Park, NM

Dear Mr. Gardea

Pursuant to Sections 3 and 4 of the Lease Agreement dated July 1, 2019, this letter serves as formal notice that the Lessee desires to continue occupancy of the leased premises following the expiration of the current lease term on June 30, 2026, and to enter into negotiations regarding a renewal lease.

In accordance with the renewal provisions of the lease, the Lessee requests that the tenancy continue on a month-to-month basis effective July 1, 2026, while the parties negotiate and finalize a new lease agreement. During this interim period, the Lessee proposes that all terms and conditions of the current lease remain in effect, including the current rental rate and all other rights and obligations of the parties, unless otherwise agreed to in writing.

This extension will allow for uninterrupted operations and continued delivery of services while providing sufficient time for the parties to negotiate a mutually acceptable renewal agreement.

If this arrangement is acceptable, please indicate your agreement by signing below and returning a copy of this letter. Upon mutual agreement, the parties will continue discussions toward execution of a new lease agreement.

We appreciate our longstanding partnership and look forward to continuing our tenancy at the property.

Sincerely,

Jacquiline Fryar, Board Chair

AGREED AND ACCEPTED:

 Joe Gardea

 Date

www.employnm.com

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board	June 25, 2026
<p>Agenda Item Resolution 25 – 36 approves the SAWDB meeting calendar through June 30, 2027</p>	
<p>SUMMARY OF AGENDA ITEM</p> <p>This item is presented to the Southwestern Area Workforce Development Board for review and consideration to establish a board meeting calendar through June 2027.</p> <p>The Board previously agreed to have regular meetings on the second Thursday of every other month at 10:00 a.m. because the first Thursday conflicts with the State Workforce Board meetings. The Board also indicated they want to be more active and meet more frequently than quarterly, and they changed to having meetings every other month rather than once a quarter.</p> <p>Special board meetings are not on this calendar and are called by the Chair when action by the Board is necessary and cannot wait until the next regular meeting.</p> <p>The following is a PROPOSED CALENDAR, which can be discussed and changed at the meeting.</p> <ul style="list-style-type: none"> • Thursday, August 13, 2026, at 10:00 a.m. (<i>Joint Meeting</i>) • Thursday, October 8, 2026, at 10:00 a.m. • Thursday, December 10, 2026, at 10:00 a.m. • Thursday, February 11, 2027, at 10:00 a.m. • Thursday, April 8, 2027, at 10:00 a.m. • Thursday, June 24, 2027, at 10:00 a.m. <p>RECOMMENDATION</p> <p>A motion to accept SAWDB Resolution 25 – 36.</p> <p>BOARD'S OPTIONS ARE TO</p> <ul style="list-style-type: none"> • Accept the recommendation • Amend the recommendation • Reject the recommendation • Table the item • Take no action on the item <p>DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO</p> <ul style="list-style-type: none"> • Staff or committee, as directed. <p>THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)</p> <ul style="list-style-type: none"> • Supports all strategic plan goals <p>LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW</p> <ul style="list-style-type: none"> • PY26 proposed SAWDB meeting calendar 	

PY26 Calendar - SAWDB

JULY							AUGUST							SEPTEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4						1			1	2	3	4	5			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26		
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30					
						30	31															
OCTOBER							NOVEMBER							DECEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26		
25	26	27	28	29	30	31	29	30						27	28	29	30	31				
JANUARY							FEBRUARY							MARCH								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2			1	2	3	4	5	6			1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27		
24	25	26	27	28	29	30	28							28	29	30	31					
31																						
APRIL							MAY							JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
				1	2	3						1			1	2	3	4	5			
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12		
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19		
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26		
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30					
							30	31														



Reports & Information Items



Administrative & Financial Reports:

WIOA Administrator

Glory Juarez

Technical Assistance & Training

Jaymi Simms

Financial Report

Skylar Arnold



WIOA Administrator

Glory Juarez



Technical Assistance & Training

Jaymi Simms

SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD
Adult & Dislocated Worker Services and Youth Services
Technical Assistance and Training
from July 1, 2025, through March 31, 2026

TECHNICAL ASSISTANCE

Program	Sessions	Hours
Adult & Dislocated Worker	403	170.25
Equus Youth	28	14
Alamo Youth	28	11
ETPL	163	87



SOUTHWESTERN AREA WORKFORCE DEVELOPMENT BOARD
Adult & Dislocated Worker Services and Youth Services
Technical Assistance and Training
from July 1, 2025, through March 31, 2026

TRAINING

Program	Dates	Hours
Equus ADW/Youth	December 17, 2025	1.5
Training Details		
Desk Reviews, Follow-ups, OJT and TJ voucher review, Supportive Service Voucher, Supportive Service Mileage reimbursement SWAGL 25-01, ITA Voucher, and ITA Policy		



Location: 10-Southwestern Area Workforce Development Board

LWDB Goal

PY25-Q3



Performance Summary cards

	Employment Q2	Median Earnings	Employment Q4	Credential	Measurable Skill Gains																														
Adult	<p>108.50%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>85.71%</td><td>79.00%</td></tr> <tr><td>24 / 28</td><td></td></tr> </table>	Actual	Goal	85.71%	79.00%	24 / 28		<p>75.00%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>\$6,562.27</td><td>\$8,750.00</td></tr> <tr><td>Cohort 24</td><td></td></tr> </table>	Actual	Goal	\$6,562.27	\$8,750.00	Cohort 24		<p>96.15%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>76.92%</td><td>80.00%</td></tr> <tr><td>20 / 26</td><td></td></tr> </table>	Actual	Goal	76.92%	80.00%	20 / 26		<p>153.51%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>87.50%</td><td>57.00%</td></tr> <tr><td>7 / 8</td><td></td></tr> </table>	Actual	Goal	87.50%	57.00%	7 / 8		<p>50.75%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>34.00%</td><td>67.00%</td></tr> <tr><td>17 / 50</td><td></td></tr> </table>	Actual	Goal	34.00%	67.00%	17 / 50	
Actual	Goal																																		
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34.00%	67.00%																																		
17 / 50																																			
Dislocated Workers	<p>108.34%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>79.63%</td><td>73.50%</td></tr> <tr><td>43 / 54</td><td></td></tr> </table>	Actual	Goal	79.63%	73.50%	43 / 54		<p>115.61%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>\$8,671.03</td><td>\$7,500.00</td></tr> <tr><td>Cohort 43</td><td></td></tr> </table>	Actual	Goal	\$8,671.03	\$7,500.00	Cohort 43		<p>93.94%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>69.05%</td><td>73.50%</td></tr> <tr><td>29 / 42</td><td></td></tr> </table>	Actual	Goal	69.05%	73.50%	29 / 42		<p>143.68%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>86.21%</td><td>60.00%</td></tr> <tr><td>25 / 29</td><td></td></tr> </table>	Actual	Goal	86.21%	60.00%	25 / 29		<p>30.10%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>19.57%</td><td>65.00%</td></tr> <tr><td>9 / 46</td><td></td></tr> </table>	Actual	Goal	19.57%	65.00%	9 / 46	
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9 / 46																																			
Youth	<p>92.78%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>62.16%</td><td>67.00%</td></tr> <tr><td>23 / 37</td><td></td></tr> </table>	Actual	Goal	62.16%	67.00%	23 / 37		<p>120.18%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>\$5,408.09</td><td>\$4,500.00</td></tr> <tr><td>Cohort 23</td><td></td></tr> </table>	Actual	Goal	\$5,408.09	\$4,500.00	Cohort 23		<p>98.51%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>63.04%</td><td>64.00%</td></tr> <tr><td>29 / 46</td><td></td></tr> </table>	Actual	Goal	63.04%	64.00%	29 / 46		<p>115.34%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>58.82%</td><td>51.00%</td></tr> <tr><td>10 / 17</td><td></td></tr> </table>	Actual	Goal	58.82%	51.00%	10 / 17		<p>13.64%</p> <table border="1"> <tr><td>Actual</td><td>Goal</td></tr> <tr><td>7.50%</td><td>55.00%</td></tr> <tr><td>3 / 40</td><td></td></tr> </table>	Actual	Goal	7.50%	55.00%	3 / 40	
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Actual	Goal																																		
7.50%	55.00%																																		
3 / 40																																			





Financial Report

Skylar Arnold

	<u>WIOA</u>
ASSETS:	
Cash and cash equivalents	\$ 316,613
Accounts Receivable-Grants	382,054
Total assets	\$ <u>698,667</u>
 LIABILITIES AND FUND BALANCE:	
Accounts payable	\$ 698,667
Deferred Revenue	-
Total liabilities	<u>698,667</u>
 Fund Balance	
Unreserved and designated for future expenditures	-
Total fund balance	<u> </u>
Total liabilities and fund balance	\$ <u>698,667</u>



Workforce Innovation and Opportunity Act
Southwestern Area Workforce Development Board

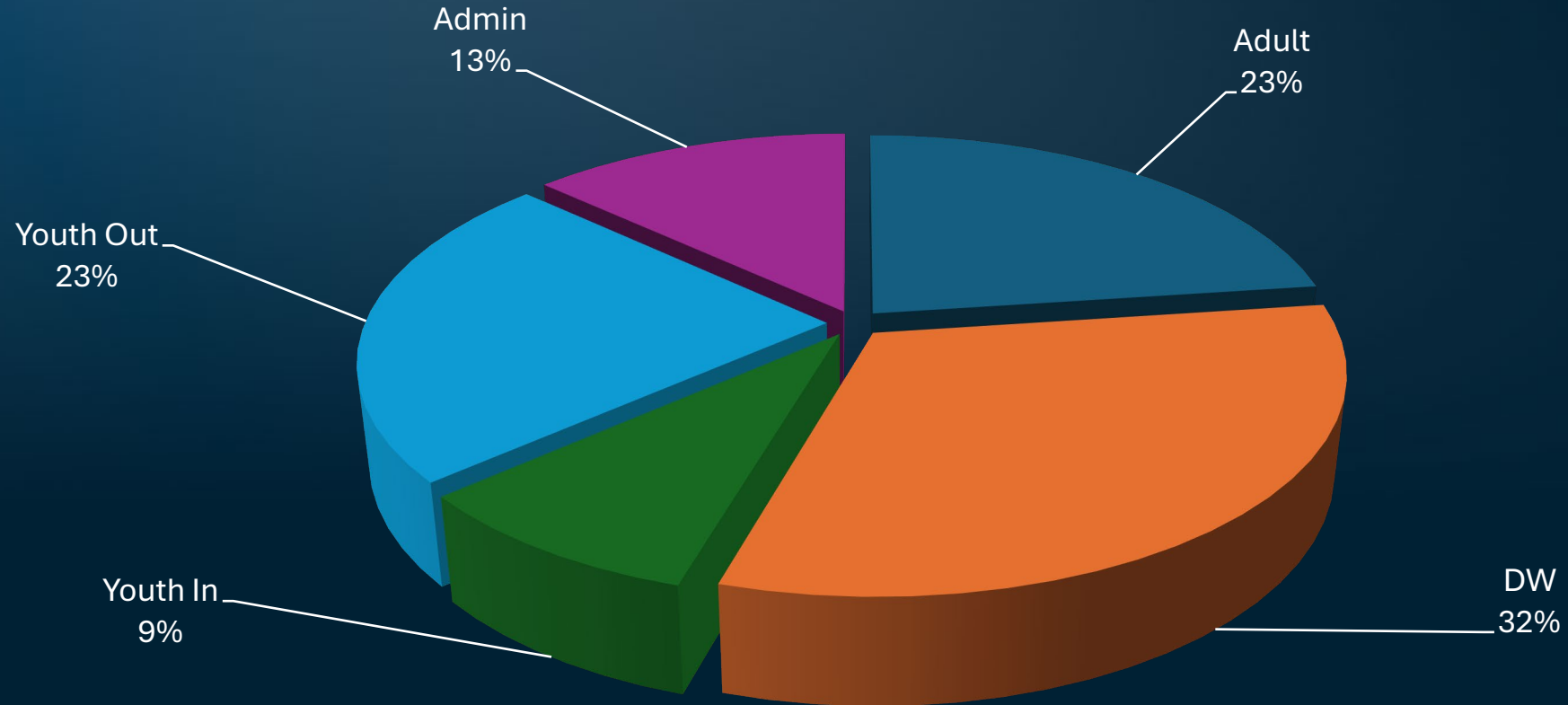
Balance Sheet April 30, 2026

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues:			
Federal grants	\$ 5,584,901	2,828,199	2,756,702
Expenditures:			
Employment services:			
Program Year 25/Fiscal Year 26			
Adult	936,664	600,279	336,385
Dislocated Worker	1,701,444	320,195	1,381,249
Youth	1,223,463	461,916	761,547
Administration	429,063	151,541	277,522
Program Year 24/Fiscal Year 25			
Adult	46,751	46,751	-
Dislocated Worker	575,419	575,419	-
Youth	451,756	451,756	-
Administration	220,341	220,341	-
			-
Total general governmental	<u>5,584,901</u>	<u>2,828,199</u>	<u>2,756,702</u>
Excess (deficiency) of revenues over expenditures	-	-	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	<u>\$ -</u>	<u>-</u>	<u>-</u>



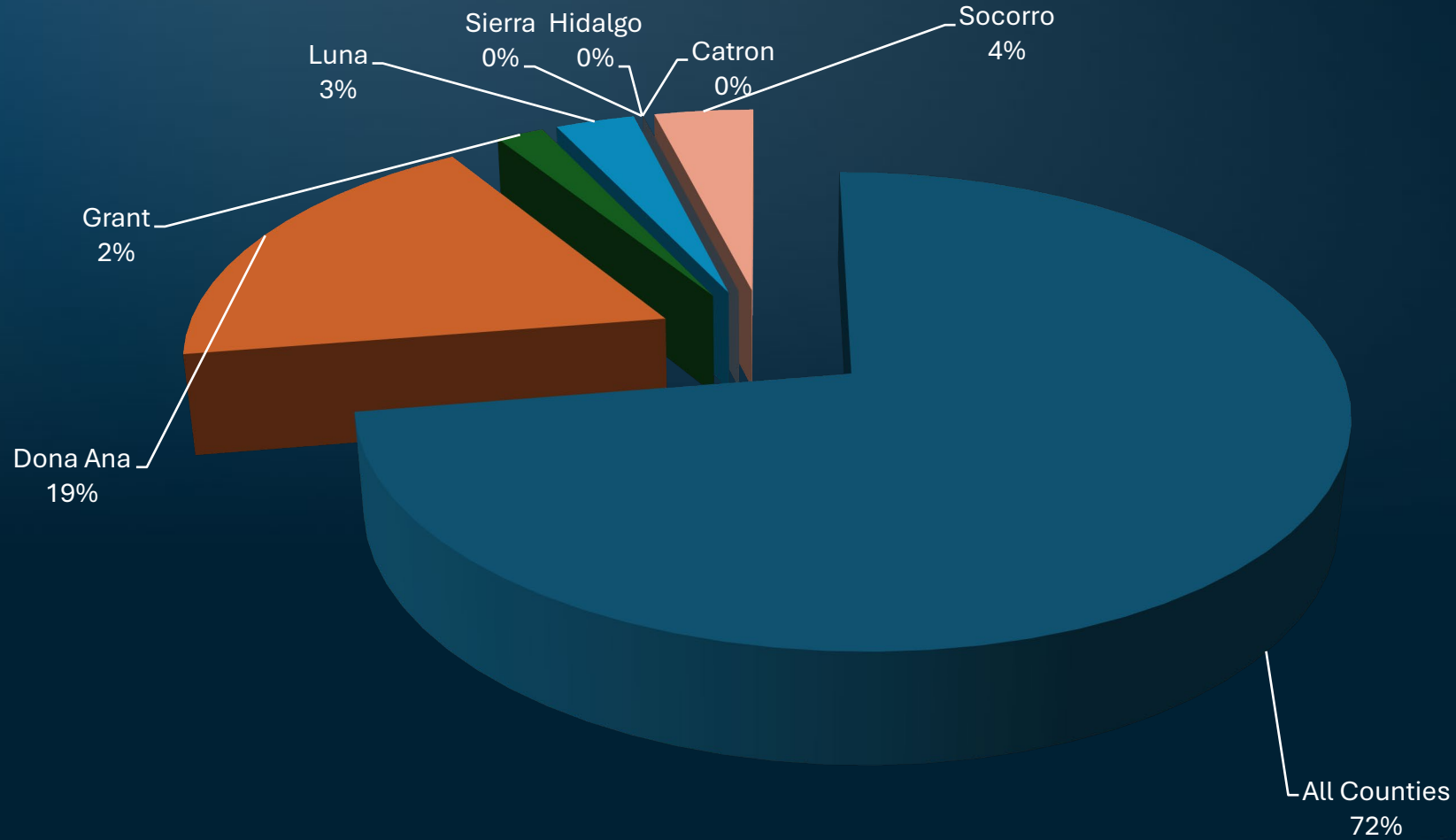
Expenditures by Fund

<u>Adult</u>	<u>DW</u>	<u>Youth In</u>	<u>Youth Out</u>	<u>Admin</u>
\$ 647,030	\$ 895,614	\$ 253,069	\$ 660,603	\$ 371,882



Expenditures by County

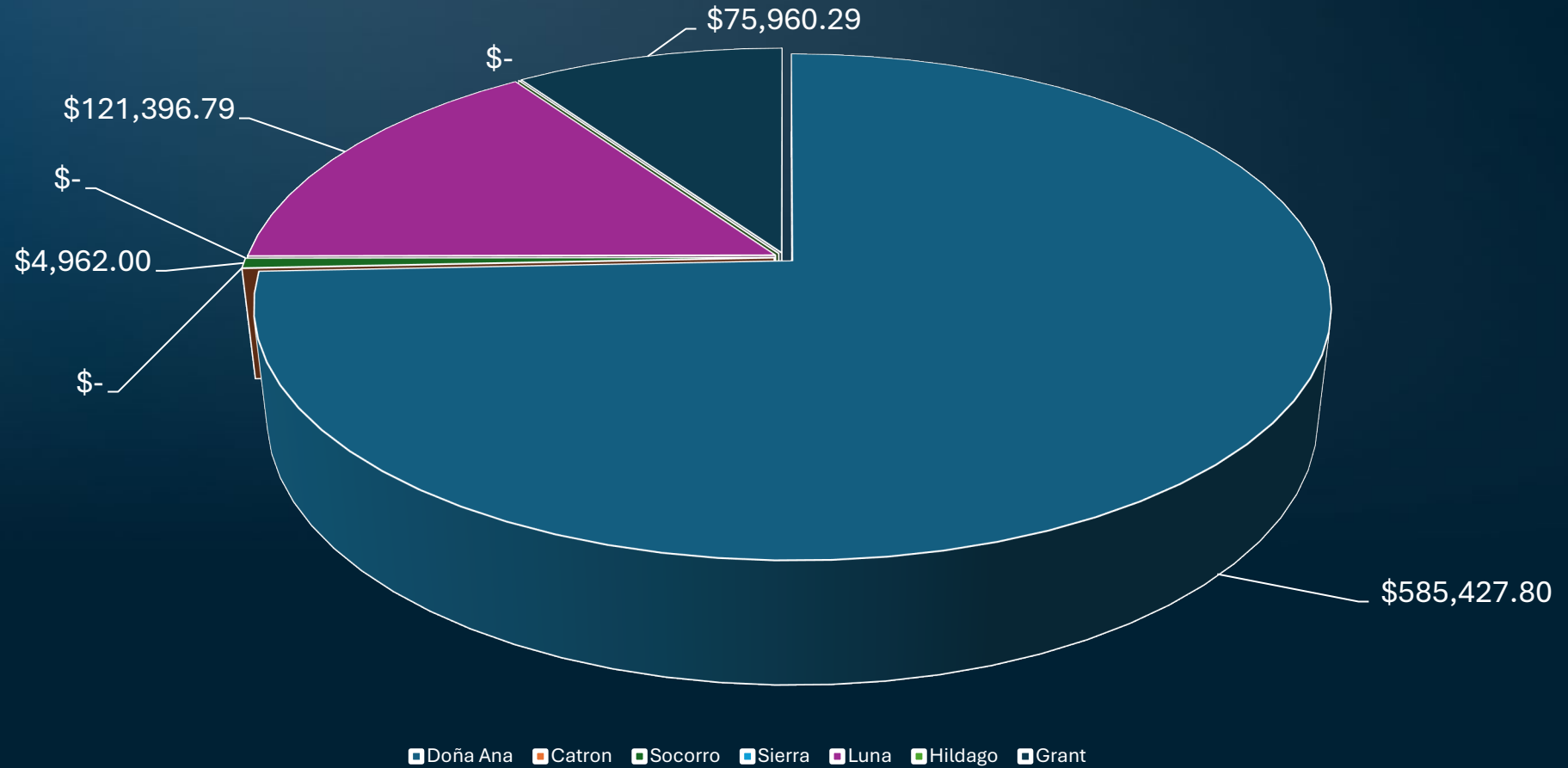
<u>All Counties</u>	<u>Doña Ana</u>	<u>Grant</u>	<u>Luna</u>	<u>Sierra</u>	<u>Hidalgo</u>	<u>Catron</u>	<u>Socorro</u>
\$ 2,048,807	\$ 525,418	\$ 53,534	\$ 89,031	\$ -	\$ -	\$ -	\$ 111,410



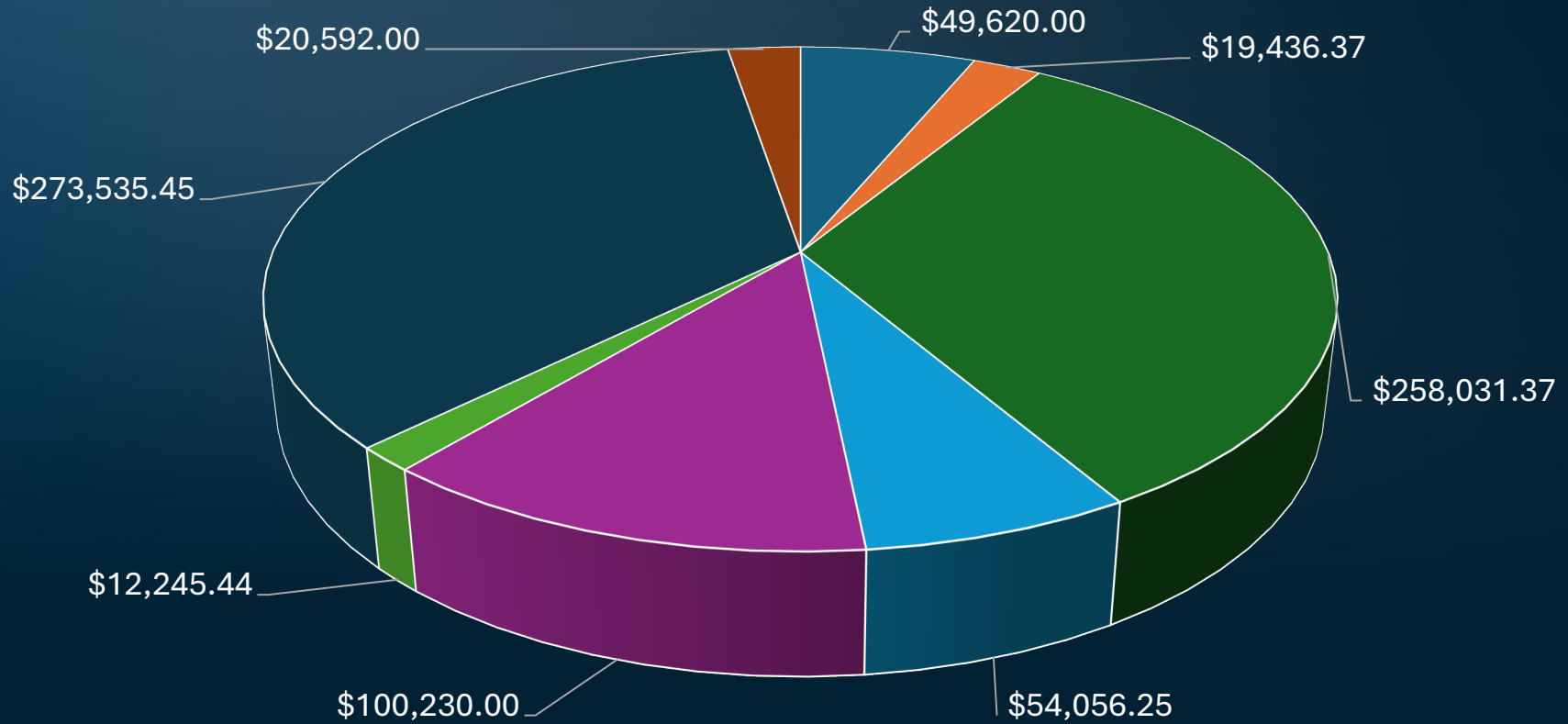
WIOA ADULT & DISLOCATED WORKER PARTICIPANT TRAINING OBLIGATIONS BY COUNTY

July 1, 2025 - April 30, 2026

Total Obligations \$787,746.88



WIOA ADULT & DISLOCATED WORKER PARTICIPANT TRAINING OBLIGATIONS BY PROGRAM July 1, 2025 - April 30, 2026 Total Obligations \$787,746.88

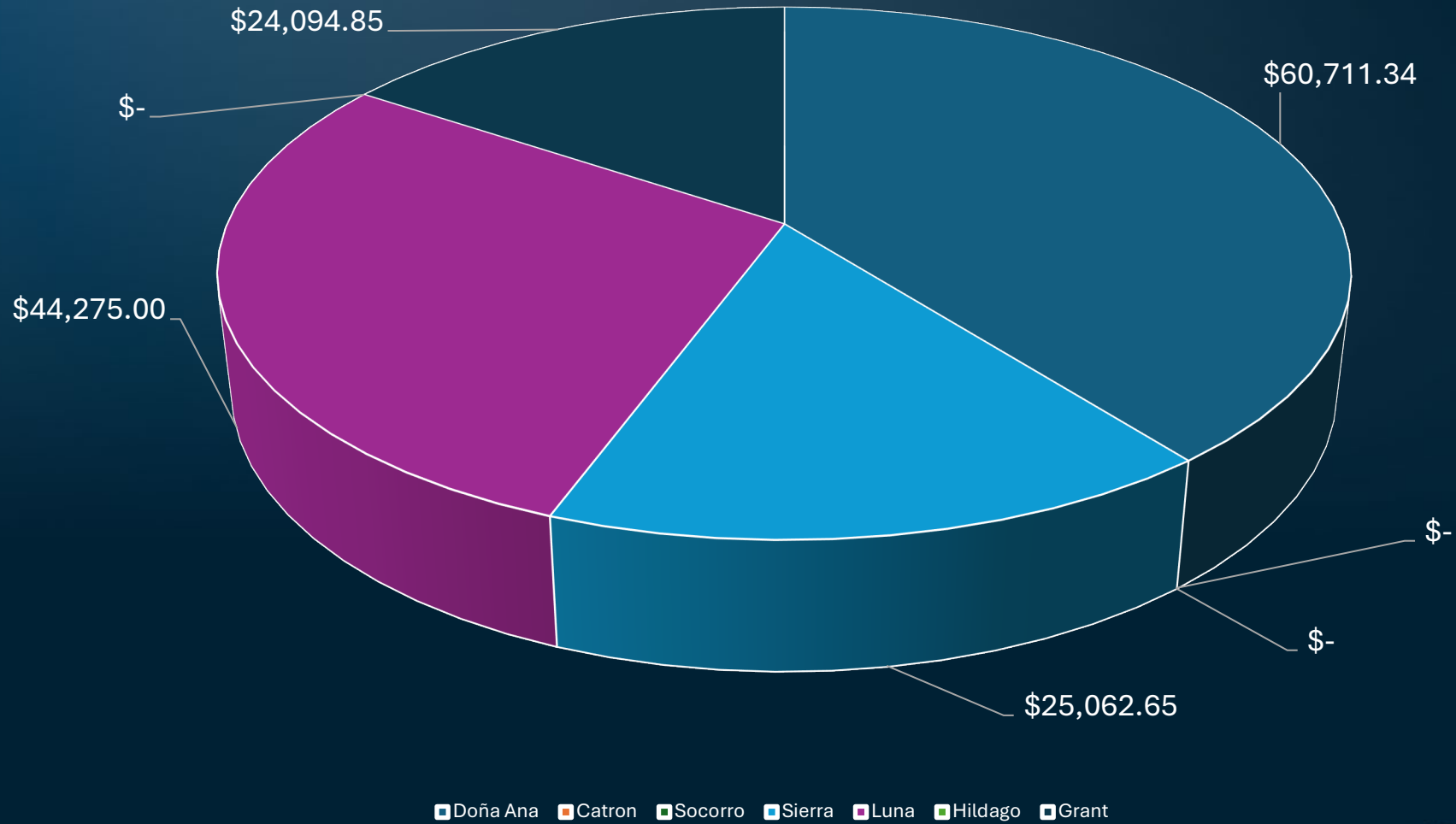


- DW Transitional Jobs (TJ)
- DW Supportive Services (SS)
- DW Individual Training Account (ITA)
- DW On-the-Job Training (OJT)
- Adult On-the-Job Training (OJT)
- Adult Supportive Services (SS)
- Adult Individual Training Account (ITA)
- Adult Transitional Jobs (TJ)

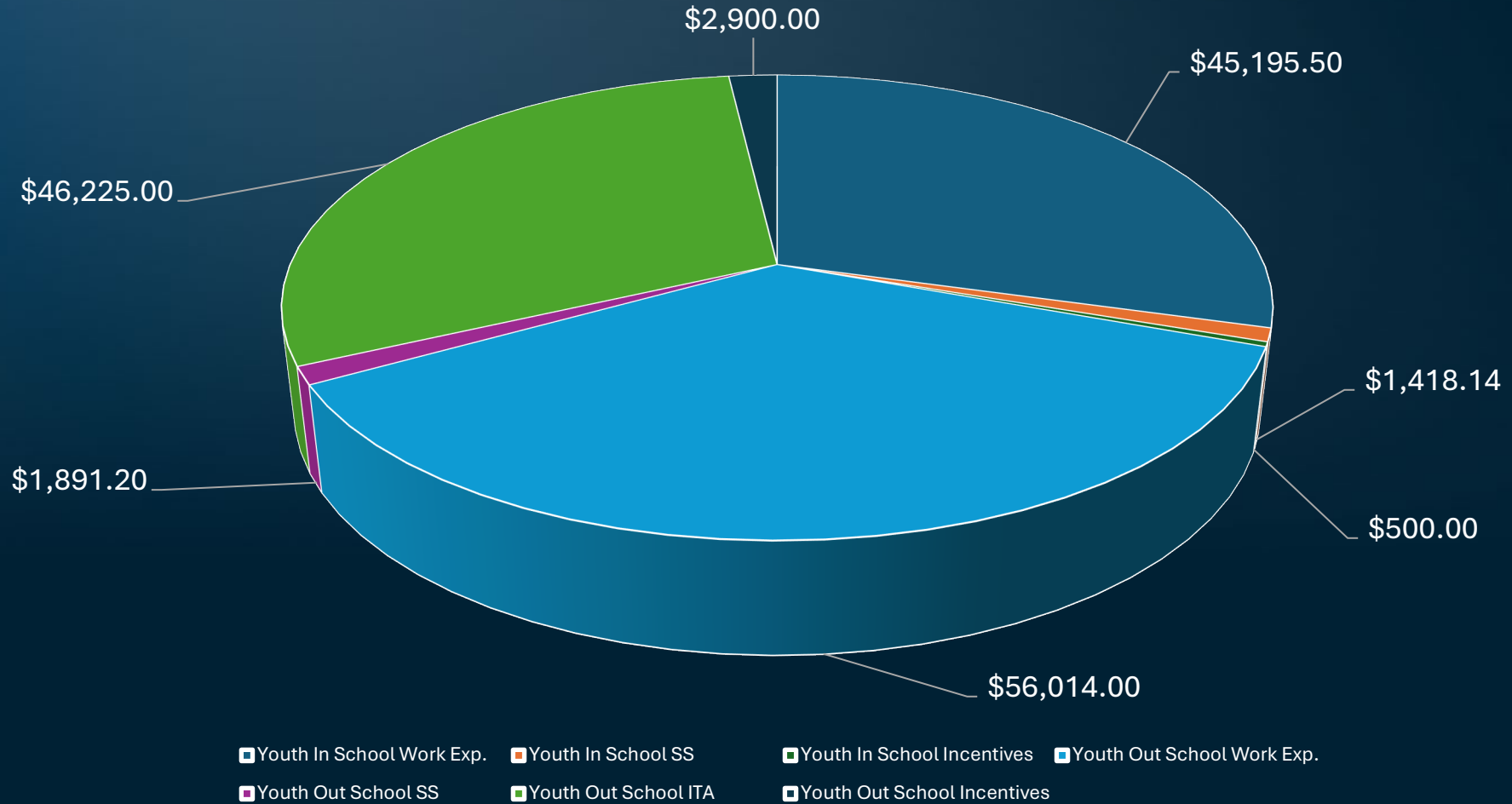


WIOA EQUUS YOUTH PARTICIPANT TRAINING OBLIGATIONS BY COUNTY

July 1, 2025 -April 30, 2026
Total Obligations \$154,143.84



WIOA EQUUS YOUTH
PARTICIPANT OBLIGATIONS BY PROGRAM
July 1, 2025 - April 30, 2026
Total Obligations \$154,143.84





One-Stop Operator Report

Giselle Palomares

Sarah Raney

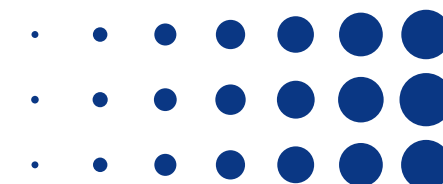


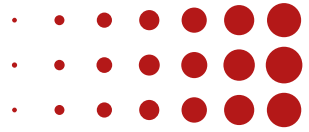
ONE-STOP OPERATOR REPORT



PY 25 Q3

Presented By : Giselle Palomares
& Sarah Raney





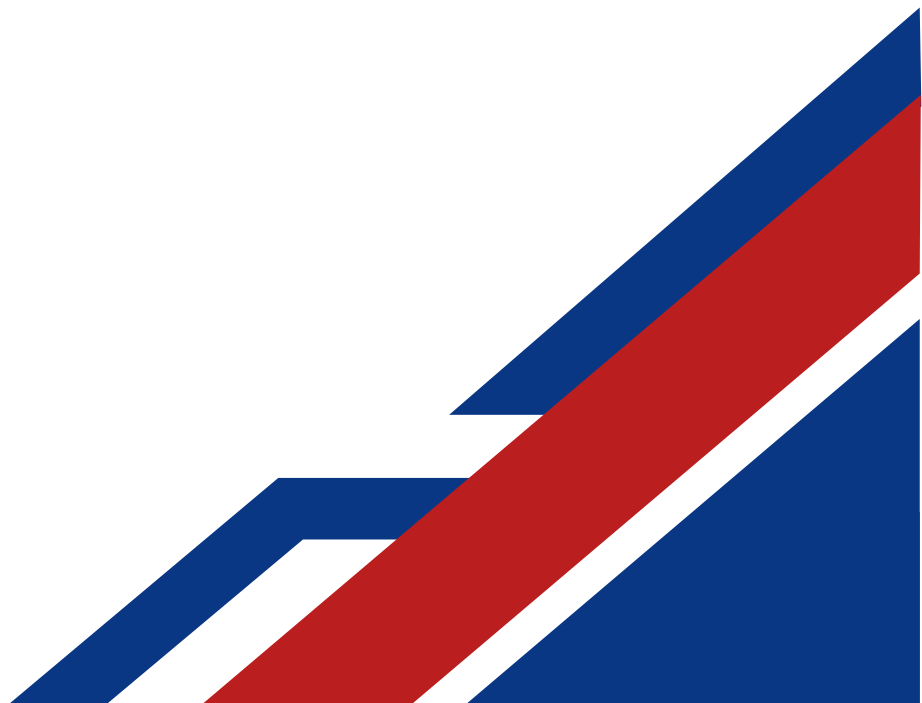
PY25 Q3

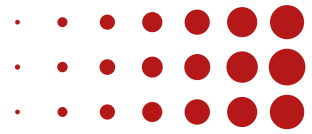


AJC NM SW AREA DATA

(DATA PROVIDED FROM NM JOBS)

NM JOBS Newly registered individuals	1,274
Total # of referrals to WIOA (Adult/DW & Youth)	492
Total number of services provided to individuals	33,329
Total number services provided employers	2,154
Total number of job orders created	529
Total number of job referrals	581
Total number of job placements	118





PY25 Q3 <<<<

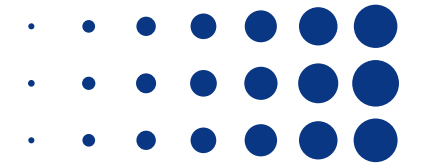
AJC NM SW AREA FOOT TRAFFIC

DEMING	2,383
LAS CRUCES	3,381
SILVER CITY	415
SOCORRO	117
SUNLAND PARK	574
TRUTH OR CONSEQUENCES	9
TOTAL	6,879

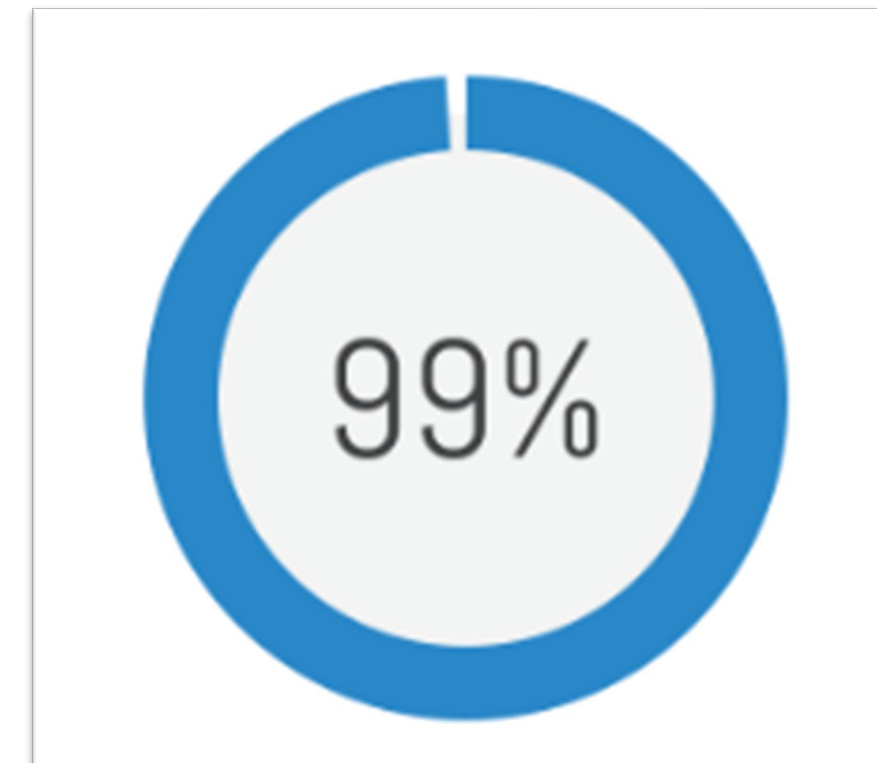


CATRON COUNTY	0
DONA ANA COUNTY- LAS CRUCES	16
DONA ANA COUNTY- SUNLAND PARK	2
GRANT COUNTY- SILVER CITY	25
HIDALGO COUNTY	0
LUNA COUNTY- DEMING	56
SIERRA COUNTY- T OR C	1
SOCORRO COUNTY- ALAMO NAVAJO RESERVATION	0
SOCORRO COUNTY- SOCORRO	1
TOTAL	101

PY25 Q3



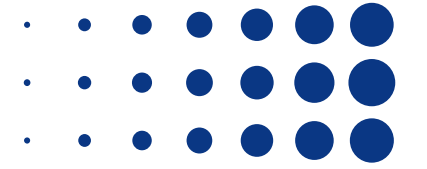
CUSTOMER SURVEYS



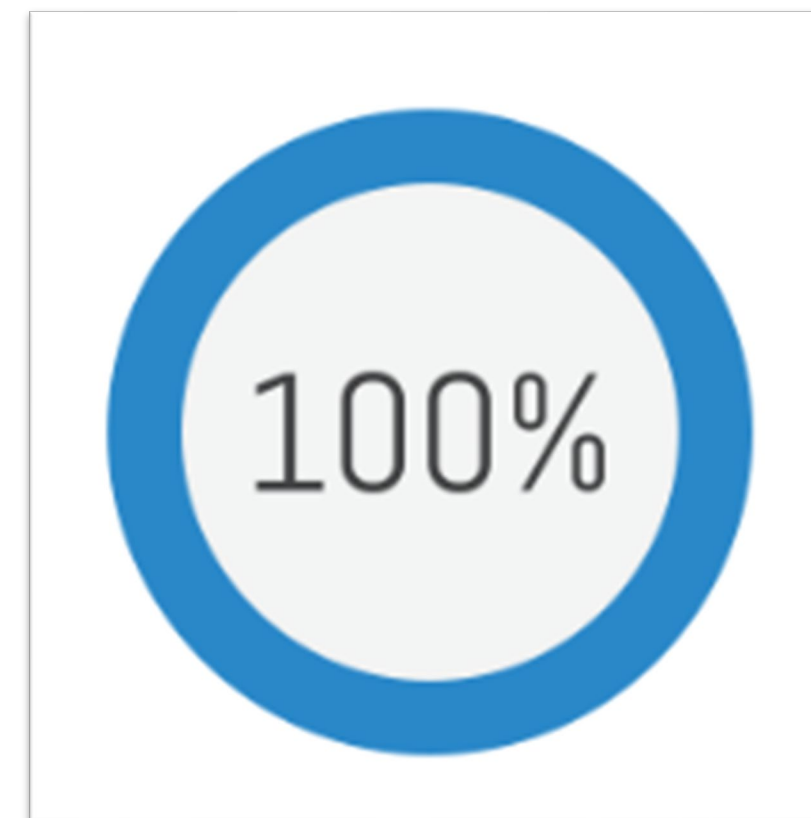


CATRON COUNTY	0
DONA ANA COUNTY- LAS CRUCES	9
DONA ANA COUNTY- SUNLAND PARK	1
GRANT COUNTY	4
HIDALGO COUNTY	0
LUNA COUNTY	5
SIERRA COUNTY	0
SOCORRO COUNTY- ALAMO NAVAJO RESERVATION	0
SOCORRO COUNTY- SOCORRO	0
TOTAL	19

PY25 Q3



EMPLOYER SURVEYS



SOMETHING TO RAVE ABOUT



- Michael did an amazing job today, I've been in constant contact with him for the past several weeks. He was thorough and knowledgeable and answered all the questions I had.
- Elaine was very helpful and always answered any questions I had. I would highly recommend her services to others.
- The help provided by Ms. Ernestina was professional, and polite. I was able to get help with my job search
- I feel that the process at first took a while but once I got a case manager, the process was expedited and moved very quickly to meet deadlines. Manuela acted as a complete professional and am very satisfied with her and the outcome of my tuition assistance.
- Career Consultant (Linda Griggs) was very helpful and professional in helping me with job searches and making sure my account is up to date with correct information and pointing me in good directions to further my career options.

OUTREACH, RECRUITMENT & RESOURCE EVENTS



Please see the Outreach & Recruitment spreadsheet attached to your packet. It will have all the events listed for PY25 Q3 and upcoming events for PY25 Q4.

If you have any questions, please reach out to Giselle Palomares.



PY25 Q3

WORKFORCE HEROES



America's Job Center
NEW MEXICO

WORKFORCE HERO
OF THE MONTH




BRAULIO SALDANA
AJC DEMING

Thank you for your passion, dedication, and commitment to serving your community. Your efforts inspire us all and have not gone unnoticed.

WIOA Title I-financially assisted programs and activities are an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Relay New Mexico: 711 (Voice) or 1-800-659-8331 (TTY). For federal grant funding disclosures, visit <https://www.employnm.com>

America's Job Center
NEW MEXICO

WORKFORCE HERO
OF THE MONTH



KERENA VAZQUEZ LEVARIO
AJC DEMING

Thank you for your passion, dedication, and commitment to serving your community. Your efforts inspire us all and have not gone unnoticed.

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America's Job Center
NEW MEXICO

WORKFORCE HERO
OF THE MONTH



LISA WILSON
AJC LAS CRUCES

Thank you for your passion, dedication, and commitment to serving your community. Your efforts inspire us all and have not gone unnoticed.

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January 2026

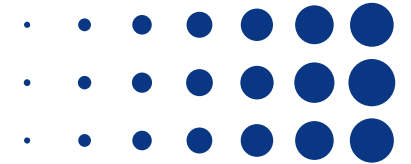
February 2026

March 2026



PY25 Q3 SWNM

Partner Meetings



Month	Topic	Presenter(s)
January 2026	<ul style="list-style-type: none"> - El Caldito Soup Kitchen - Love of Rose LLC 	<ul style="list-style-type: none"> - Steven Chavira - Arlean Murillo
February 2026	<ul style="list-style-type: none"> - Project Search 	<ul style="list-style-type: none"> - Alexandra Rios
March 2026	<ul style="list-style-type: none"> - NM Commission for the Blind - Equal Employment Opportunity Commission (EEOC) 	<ul style="list-style-type: none"> - April Baca - Tanya Lennox



PY25 Q3 <<<<

Partner Cross Trainings

Month	Topic	Presenter(s)
January 29 th Las Cruces	- Sector Strategy	- DWS Training Team
January 30 th Deming	- Sector Strategy	- DWS Training Team
April 16 th	- All Staff Training	- Co-located/Core Partners



OSO Projects <<<<

Task	Purpose
Expand & Strengthen Access Points	Enhance existing access points while identifying and developing new locations in underserved areas such as Anthony and Columbus, NM, based on partner input and regional needs, to increase access to workforce services and ensure more equitable coverage across the Southwest region.
Improve Partner Engagement	Implement consistent outreach, communication, and collaborative activities with partners to strengthen relationships and coordination, with the goal of improving service alignment, increasing referrals, and enhancing overall outcomes for customers.
Strengthen Staff Engagement	Increase internal communication, shared ownership of OSO goals, and staff involvement in partner coordination efforts to ensure staff are informed, engaged, and actively contribute to effective collaboration and service delivery.
Increase Customer & Employer Survey Participation	Work with leadership and staff to standardize survey distribution, promote participation, and embed survey collection into daily operations to increase response rates and gather meaningful feedback for continuous service improvement.




THANK YOU

Giselle Palomares

One-Stop Operator


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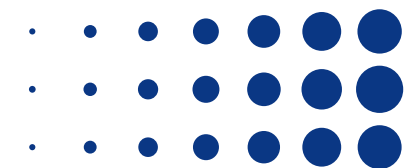
 575-528-8636

Sarah Raney

One-Stop Coordinator

 sarah.raney@equusworks.com

 505-485-9148



EVENTS IN PY25 Q3		
Date of event	Name of event	What type of event?
1/15/2026	4th Annual Health and wellness Fair	Outreach
1/21/2026	2026 College & Career Fair And Expo	Resource
1/26/2026	Allsup's Onboarding	Recruitment
1/29/2026	Grant County Connections Job Fair	Recruitment
2/2/2026	Allsup's Onboarding	Recruitment
2/4/2026	SHS Career Fair	Outreach
2/5/2026	Be Pro Be Proud	Outreach
2/9/2026	Allsup's Onboarding Revised	Recruitment
2/10/2026	meet and greet	Resource
2/10/2026	meet and greet	Resource
2/10/2026	NMTech 2026 Spring Career and Graduate Fair	Recruitment
2/18/2026	Farmworker Workshop	Outreach
3/2/2026	Beehive Recruitment Event	Recruitment
3/4/2026	RESEA Workshop Employer Presentation	Recruitment
3/4/2026	Kinder Career Quarterly Coalition	Outreach
3/5/2026	Olive Tree TorC Coalition Meeting	Outreach
3/13/2026	DAV	Outreach
3/18/2026	SCOPE Health Council Monthly Meeting	Outreach
3/20/2026	County Court Compliance Division Meeting	Outreach
3/20/2026	Dona Ana Career Fair	Outreach
3/24/2026	HelpNM Recruitment Event	Recruitment
3/24/2026	CHS Next Step Expo	Outreach
3/25/2026	Unlocking Export Finance	Outreach
3/26/2026	Cobre High School Special Education Presentation AJB Services	Outreach
3/26/2026	Chaparral Improvement Meeting	Outreach
3/31/2026	Mock It Till You Rock It	Resource
UPCOMING EVENTS IN PY25 Q4		
4/1/2026	Heroes Hiring Heroes	Recruitment
4/2/2026	Socorro Business Meet and Greet	Outreach
4/4/2026	NMDWS Labor Relations Training Series	Outreach
4/7/2026	Labor Relations Training Session	Outreach
4/8/2026	Verteran Food Drive Deming	Outreach
4/10/2026	Sendero Prep Internship Fair	Recruitment
4/15/2026	Gila Regional Community Partner Luncheon	Resource
4/20/2026	Community Grant Fair	Outreach
4/20/2026	Veteran Treatment Court	Outreach
4/22/2026	NMDOH South West Region	Outreach
4/22/2026	NMDOH-Southwest Region Employee All Region Mtg	Outreach
4/22/2026	National Public Health Week All Region Meeting	Outreach
4/22/2026	WNMU Career Fair	Resource
4/23/2026	Workforce Strong-Own Your Future Event	Outreach
4/25/2026	CreativeCon	Resource
4/28/2026	Veteran Advisory Board	Outreach
4/29/2026	AJC-Apprenticeship Employer Workshop	Outreach
5/1/2026	Career Exploration Fair at DIS	Outreach
5/1/2026	El Corazon De Colymbus and Presbyterian Community Health Fair	Outreach
5/4/2026	AJC ES and Training Resource Table	Outreach
5/4/2026	AJC ES and Training Resource Table	Outreach
5/6/2026	Community Coalition Meeting Luna County	Outreach
5/6/2026	Aldo Leopold High School Senior Information Session (In-Office)	Resource
5/7/2026	SCOPE Health Council Teen Summit 26	Outreach
5/7/2026	Teen Summit 2026	Outreach
5/8/2026	TANF VT Presentation to Enrich the Kids	Outreach
5/11/2026	TANF VT Presentation at Community Action Agency of Southern New Mexico Present	Outreach
5/14/2026	Red Mountain Middle School Career Exploration Fair	Outreach
5/15/2026	AJC ES and Training Resource Table	Outreach
5/18/2026	DAV	Outreach
5/20/2026	TANF VT Presentation with Full Circle Health Center	Outreach
5/20/2026	Fort Bliss Annual Transition EXPO	Recruitment
5/20/2026	Fort Bliss Annual Transition EXPO	Outreach
5/22/2026	MVPHA Spring Fair	Outreach
5/22/2026	Santa Clara City Hall Employment and Training Resource Table with Pamphlets	Outreach
5/28/2026	Chaparral Improvement Meeting	Outreach
5/28/2026	Sendero Prep Career Event	Outreach
5/30/2026	Socorro Community BBQ	Outreach
6/12/2026	AJC ES and Training Resource Table	Outreach
6/15/2026	DAV Event	Resource
6/17/2026	America's Job Center Information Workshop	Outreach
6/26/2026	AJC ES and Training Resource Table	Outreach

30 Job Seekers 18 Employers/Communtiy Agencies

349 Students 35 Employers/Community Agencies

475 Students 67 Interviewers

46 Job Seekers 51 Employers/Community Agencies

30 Students 32 Interviewers



Service Providers Reports:

Youth Services

Alamo Navajo School Board

Youth Services

Equus Workforce Solutions

Adult/Dislocated Worker Services

Equus Workforce Solutions



Service Provider Report:

Youth Services

Alamo Navajo School Board, Inc.

Alamo Navajo School Board, Inc.

SAWDB WIOA YOUTH PROVIDER

REGION IV, CHIEF ELECTED OFFICIALS MEETING
IN-SCHOOL & OUT-OF-SCHOOL YOUTH

PY25/26 QUARTER 3 REPORT

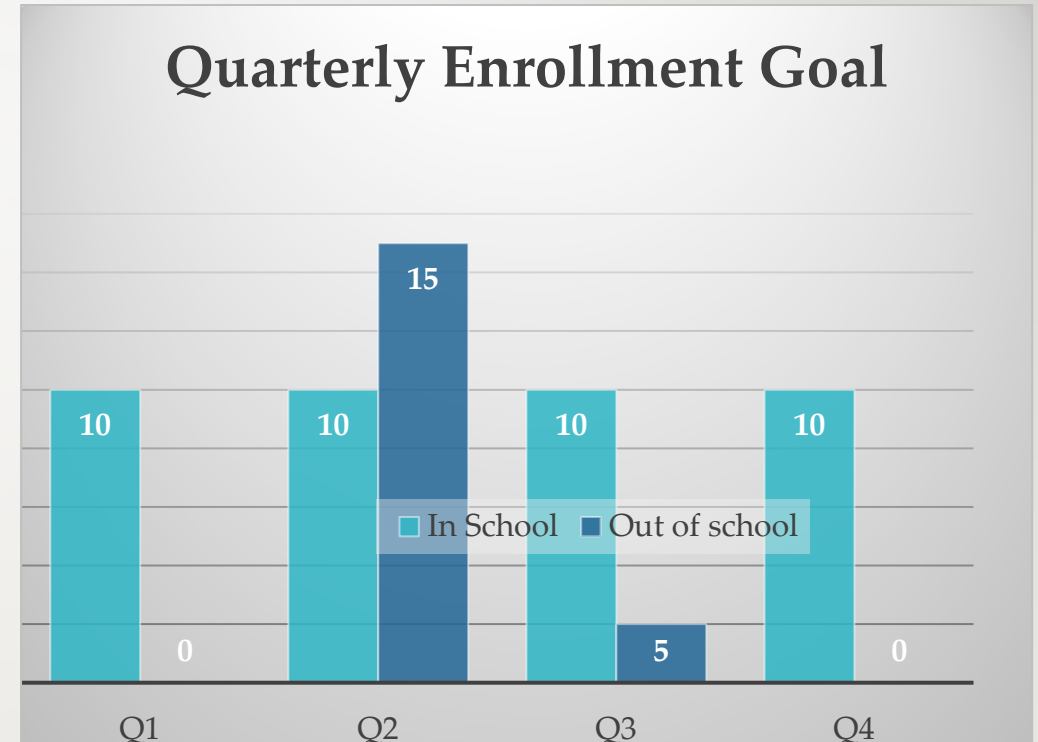
(JANUARY, FEBRUARY, MARCH)



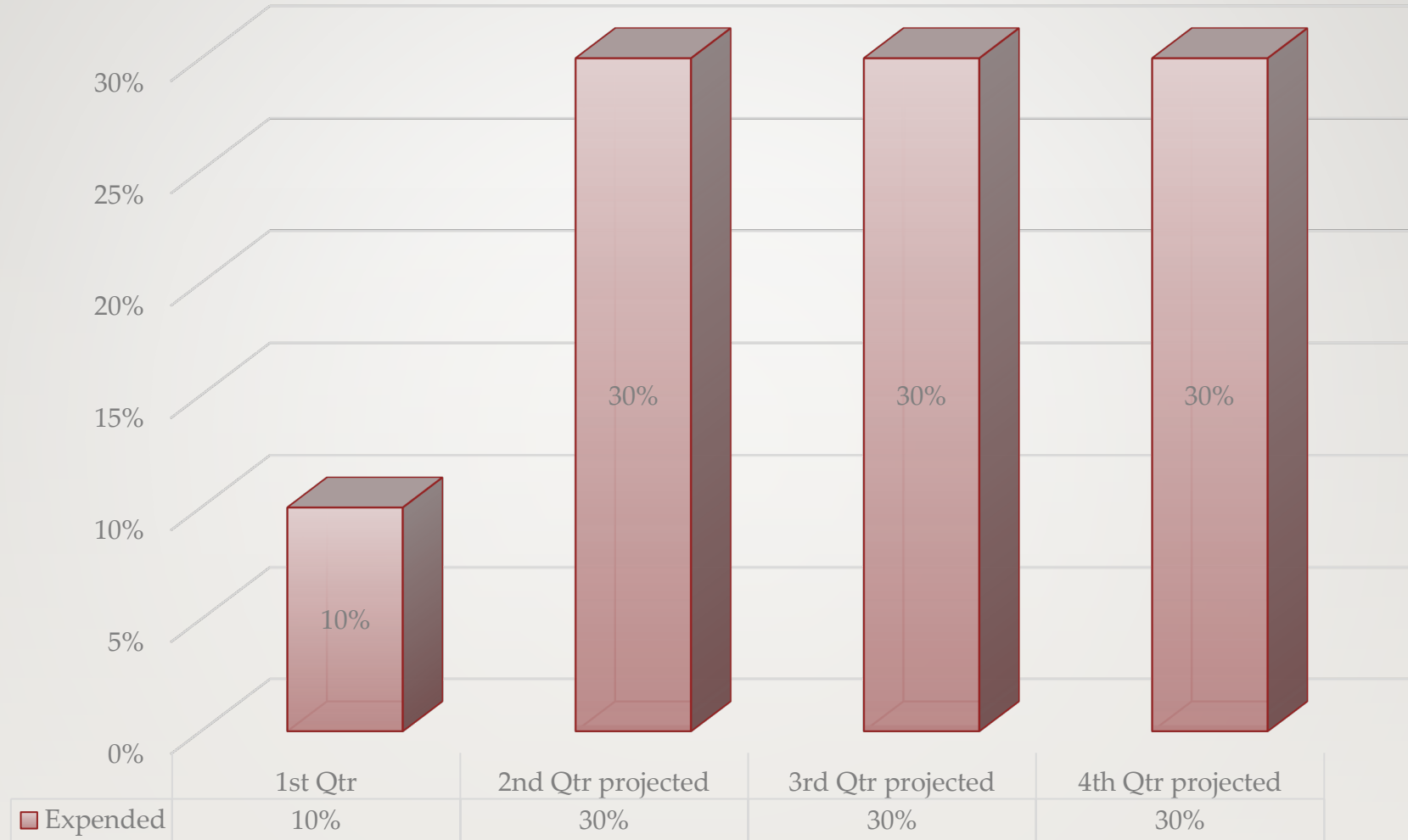
America's JobCenter
NEW MEXICO

Enrollment Goal for PY25

- 10-In-School youth (25%)
- 20-Out-of-School youth (75%)
- Total-30 participants



PY25 Total Budget Expenditure ESTIMATE

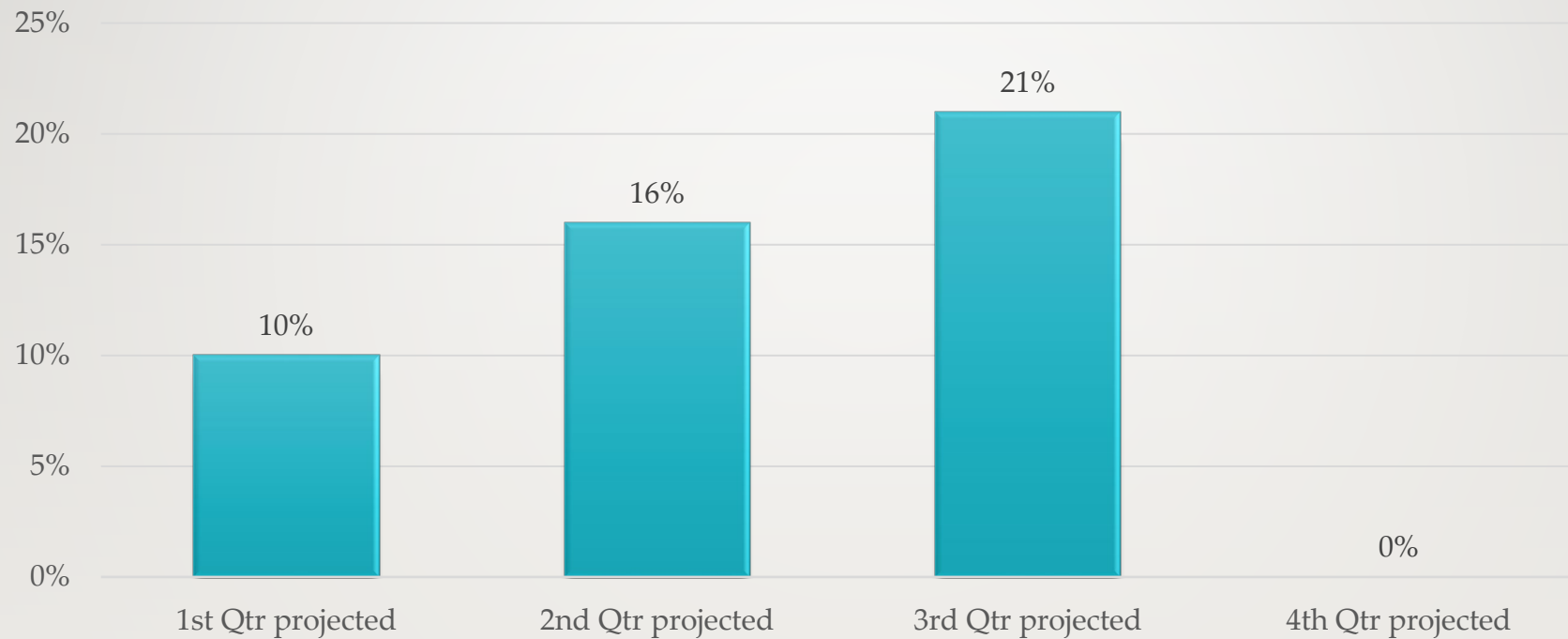


3rd Quarter Enrollment

- As of October 2025, all Ten (10) eligible in-school participants have been enrolled. In-school participants are enrolled to stay in school to attain their high school diplomas. Six (6) participants attend the Alamo High School and Four (4) participants attend the Magdalena High School.
- Out-of-school participants are in the process of enrolling. The goal is to reach 20 participants. Currently, it's a challenge to enroll out-of-school participants. There are many eligible out-of-school youth but they are difficult to locate, are unable to fully enroll due to their family status, many have children, lack of transportation, and are unable to gather their eligibility documents.

WIOA Youth Actual Expenditures PY25/26

In school and Out of School



Training Opportunities

- **One (1) Participant** - Commercial Driver's License Class A (Theory and Behind the Wheel)
- **Two (2) Participants** - Onsite Online Classroom Training - Essential Education
- **Fourteen (14) Participants** - Face-to-Face First-Aid/CPR Training
- **Pending** - Online Food Handler's Training (Indian Health Services, an agency with Department of Health & Human Services serving American Indians and Alaska Natives)
- **One (1) Participant** - Forestry Program: Firefighting Training, Forest Workers Safety Certification
- **One (1) Participant** - CNA Training through NM Health Registry, Alamo approved training site, Alamo Clinic Nurse, Instructor

Employment Opportunities

Local employment opportunities for work experience include positions with the Alamo Navajo School Board, Inc. which is the largest employment organization in Alamo, New Mexico. Job placement opportunities include:

- Alamo Business Office – Receptionist (*Business Management*)
 - ✓ *One (1) participant*
- Radio Station Announcer (*Arts/A/V Tech/Communication*)
 - *No participant is placed*
- Facilities Department – Groundskeeper Technician, Maintenance Tech, (*Construction Industry*)
 - ✓ *Two (2) participants*
- Alamo Wellness Center – Recreation Specialist (*Hospitality & Tourism Industry*)
 - ✓ *One (1) participant*
- Division of Community Service – Receptionist (*Business Management*)
 - ✓ *One (1) participant*
- Alamo Navajo Community School – Teacher Assistant (*Teaching Industry*)
 - ✓ *One (1) participant*

Performance goal - to meet the 14 elements

- Paid and unpaid Tutoring, study skills training – drop-out prevention leading to attainment of high school diploma, digital literacy
- Alternative secondary school – two individuals working on their GED with SIPI
- Paid/Unpaid Work Experience (summer employment, job shadow)
- Occupational Skills Training (work-based learning , First Aid/CPR American Heart, online food handlers, etc.)
- Employability Skills Training – Workforce Preparation Activities - Career Awareness – Life Skills
- Leadership Development Opportunities (exposure to post-secondary, peer mentoring/tutoring,
- Adult Mentoring (provide youth with guidance, support and encouragement on the job, etc.
- Follow-up (regular contact with participants)
- Comprehensive Guidance and Counseling – Career Pathways to help youth transition to post-secondary education and/or training
- Financial Literacy Education (creating personal budgets, setting up checking/savings accounts,)

Alamo Navajo School Board, Inc.
Division of Community Service
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Alamo, New Mexico 87825
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Service Providers Reports

Youth Services

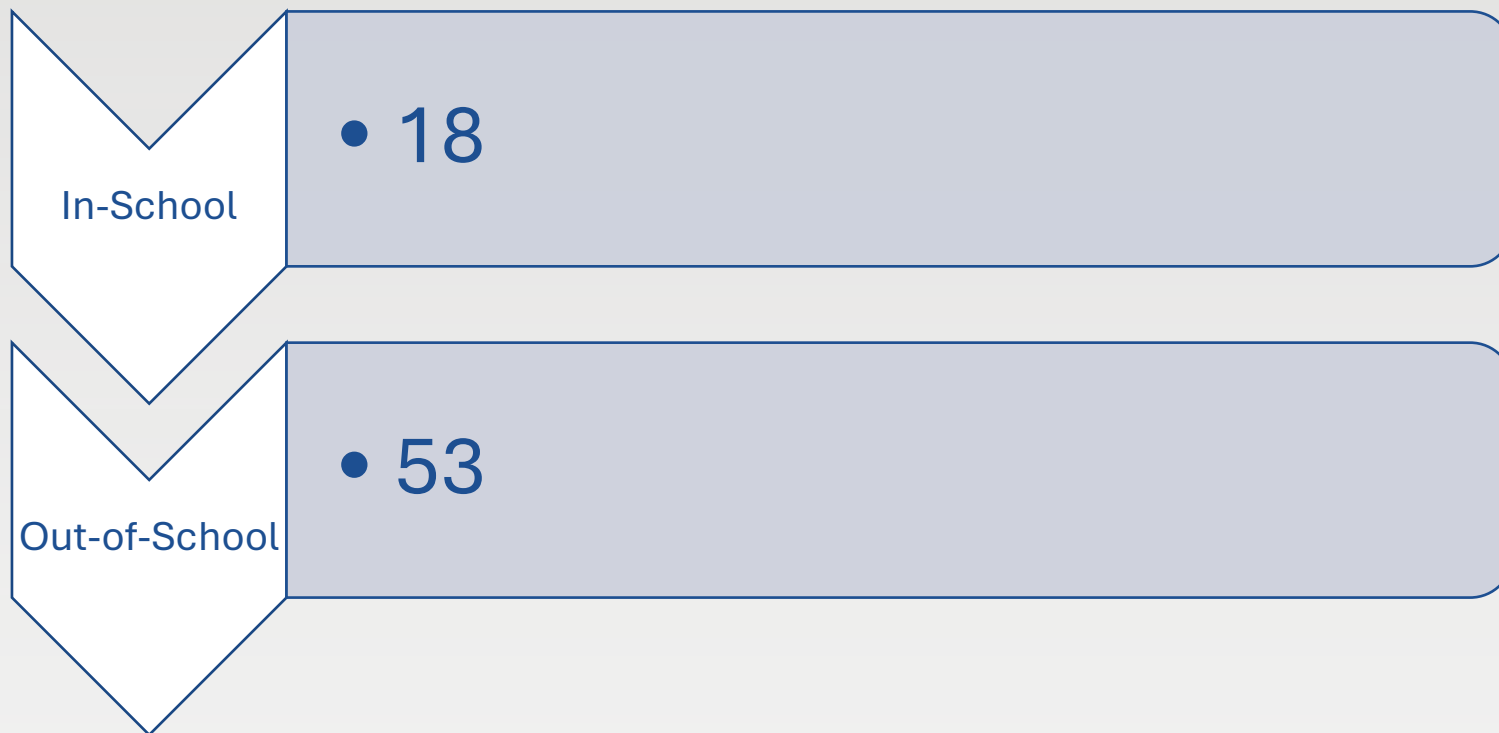
Equus Workforce Solutions

Youth Program

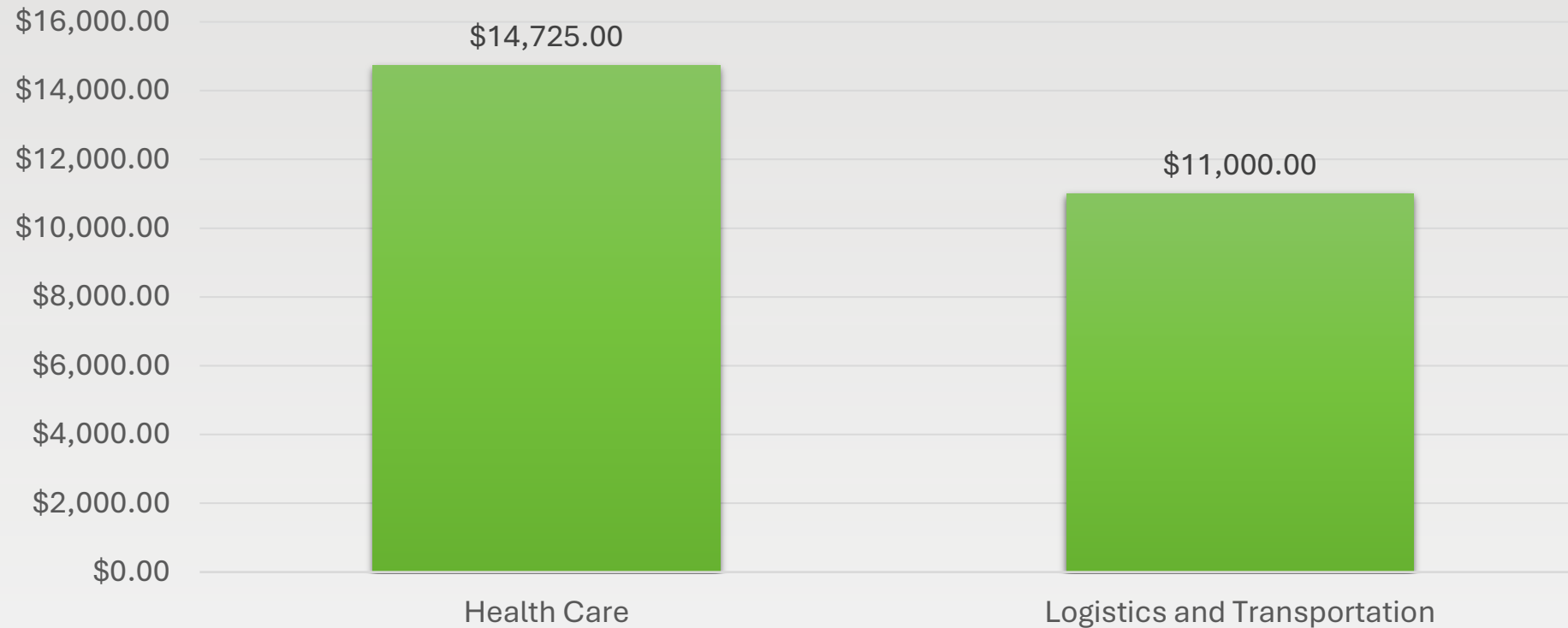
Program Year 2025

June 5, 2026

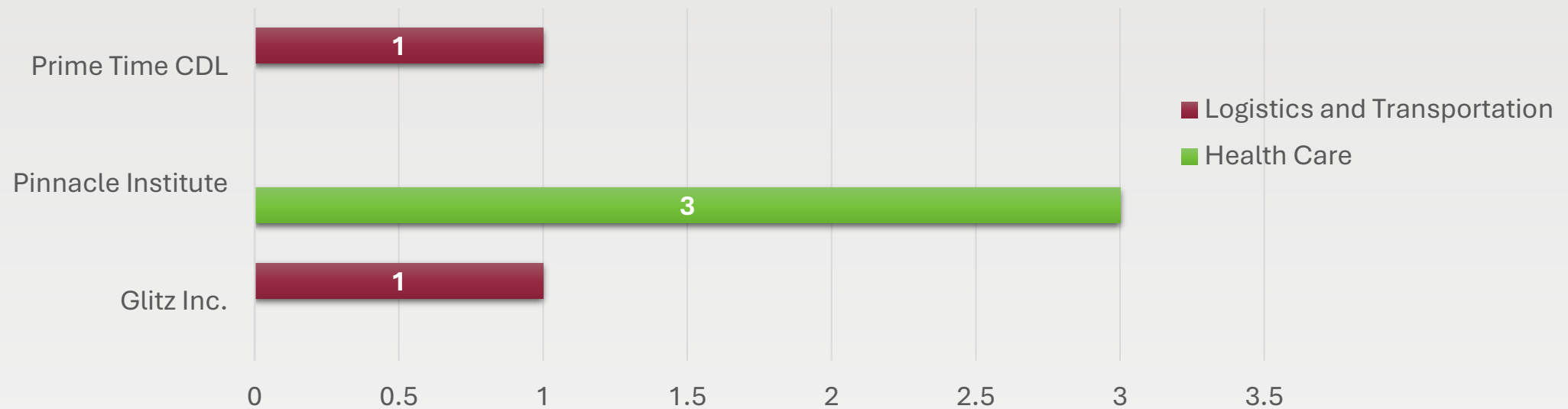
Program Enrollments



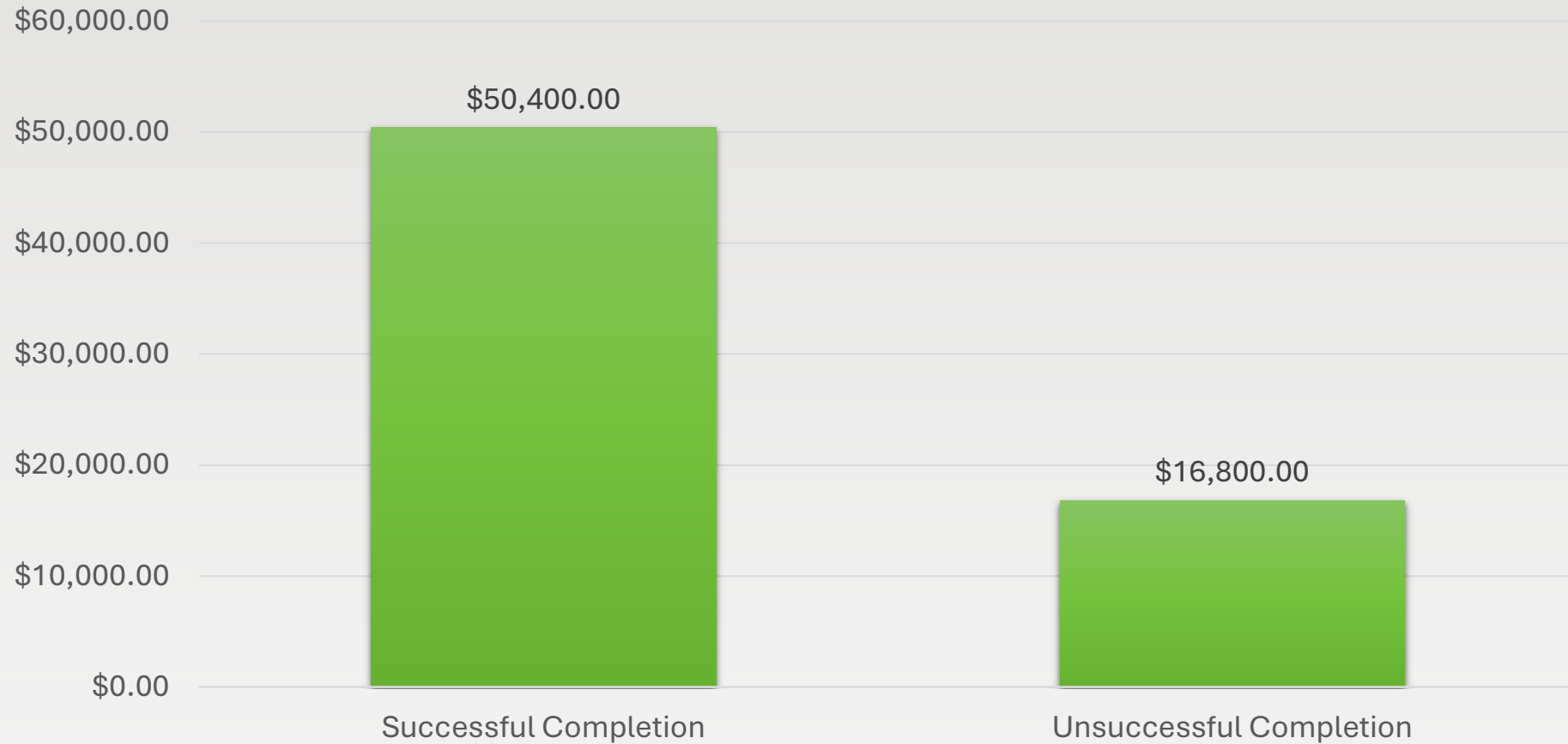
Individual Training Account Contracts by Sector



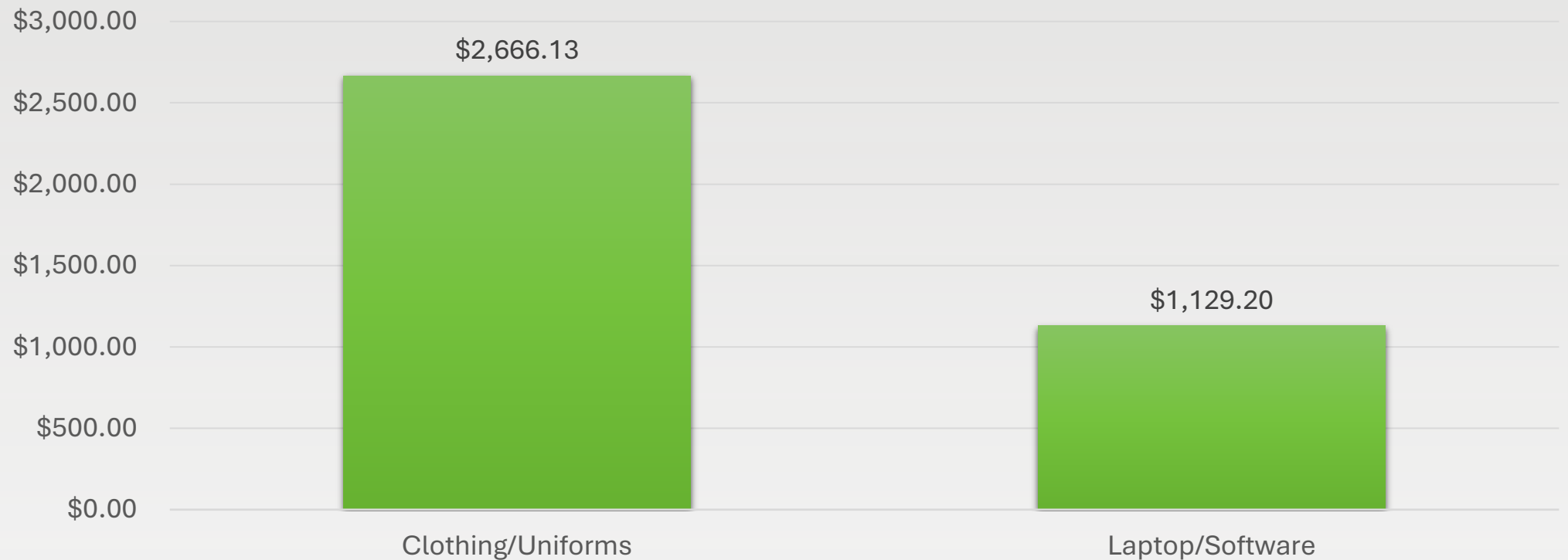
Individual Training Account Contracts by Provider & Sector



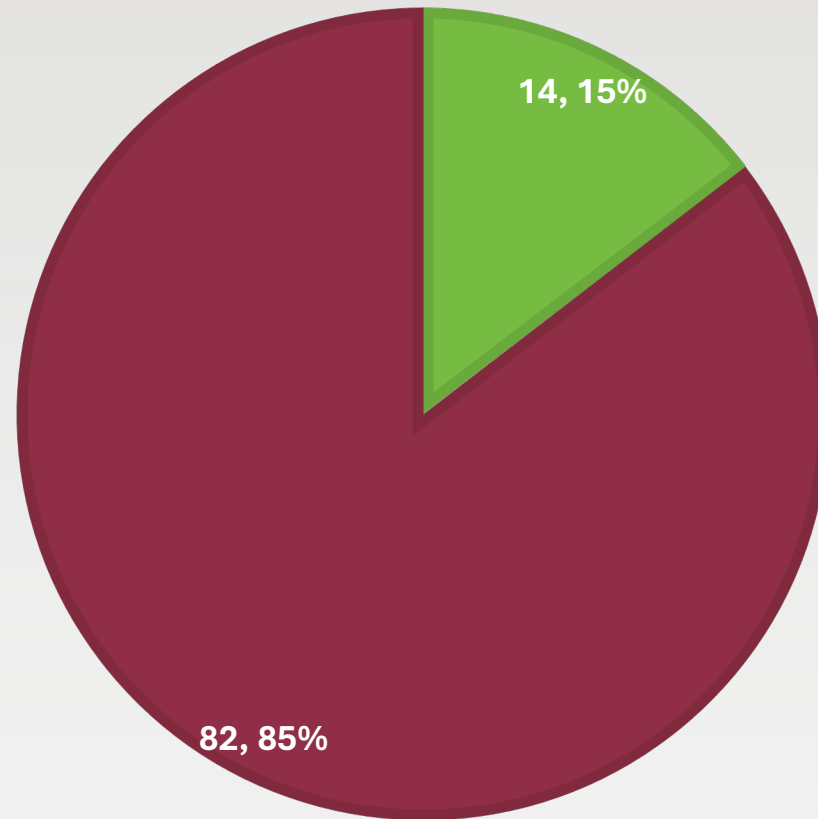
Work Experience Investment and Successful Completion



Supportive Services by Type



Program Exiters - Employed



■ Sum of Yes
■ Sum of No

Participant Success Story: Ahlyia Trujillo

Ahlyia Trujillo, a 20-year-old participant in the WIOA Youth Program, enrolled in November 2025 with a clear goal of building a career in real estate. Despite having already earned an associate degree and actively pursuing a bachelor's degree in business at Western New Mexico University, Ahlyia faced barriers including housing instability, financial challenges, and language limitations. After being referred through the America's Job Center, she engaged in comprehensive program services such as career planning, financial literacy training, and development of an Individual Employment Plan. Throughout her participation, Ahlyia demonstrated consistent motivation, professionalism, and a strong commitment to aligning her experience with her long-term career objectives.

Through the program, Ahlyia completed a 240-hour paid work experience in the real estate field, earning \$3,360 while gaining valuable industry exposure and strengthening essential workplace skills such as communication, time management, and customer service. With additional support, including work-related clothing assistance, she successfully reduced employment barriers and maintained a professional presence. Employer feedback highlighted her dependability and strong work ethic. Ahlyia continues to pursue her bachelor's degree and plans to enter the real estate industry upon graduation, demonstrating significant growth in confidence, career readiness, and long-term potential because of her participation in the WIOA Youth Program.

*"The Youth program helped me organize my goals and gain experience that matches what I want to do in the future. Having support made it easier to stay focused."
- Ahlyia Trujillo*

Contact Information

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Questions

WE CHANGE
Lives



Service Providers Reports

Adult & Dislocated Worker Services

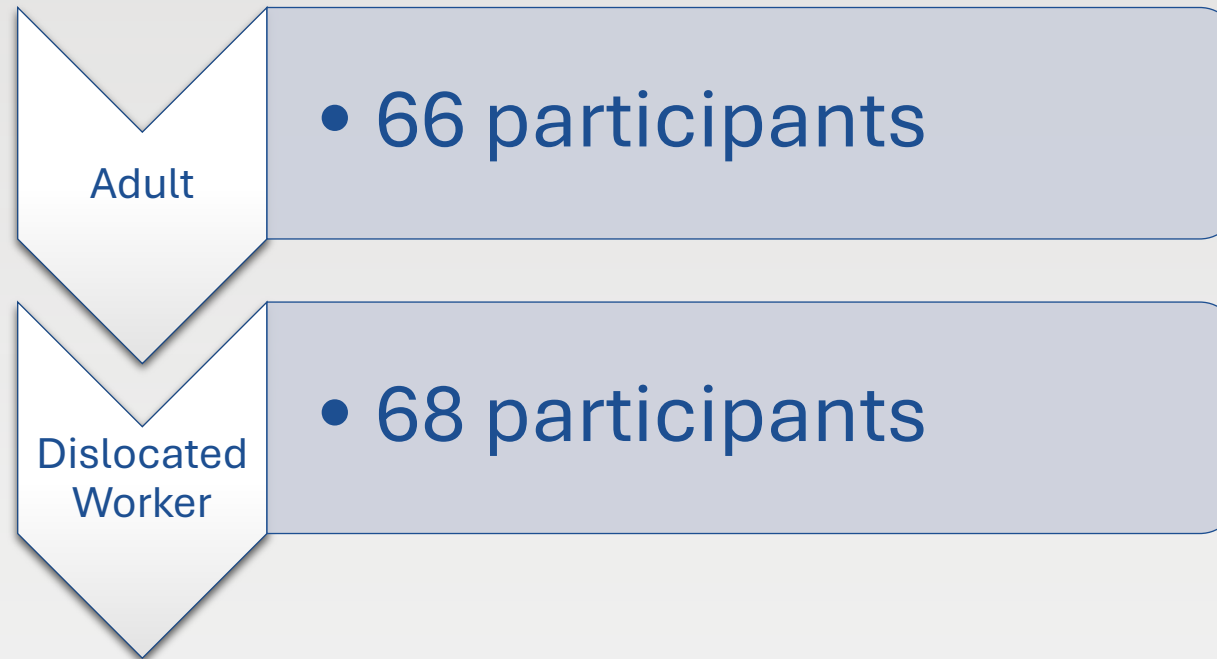
Equus Workforce Solutions

Adult, Dislocated Worker Programs

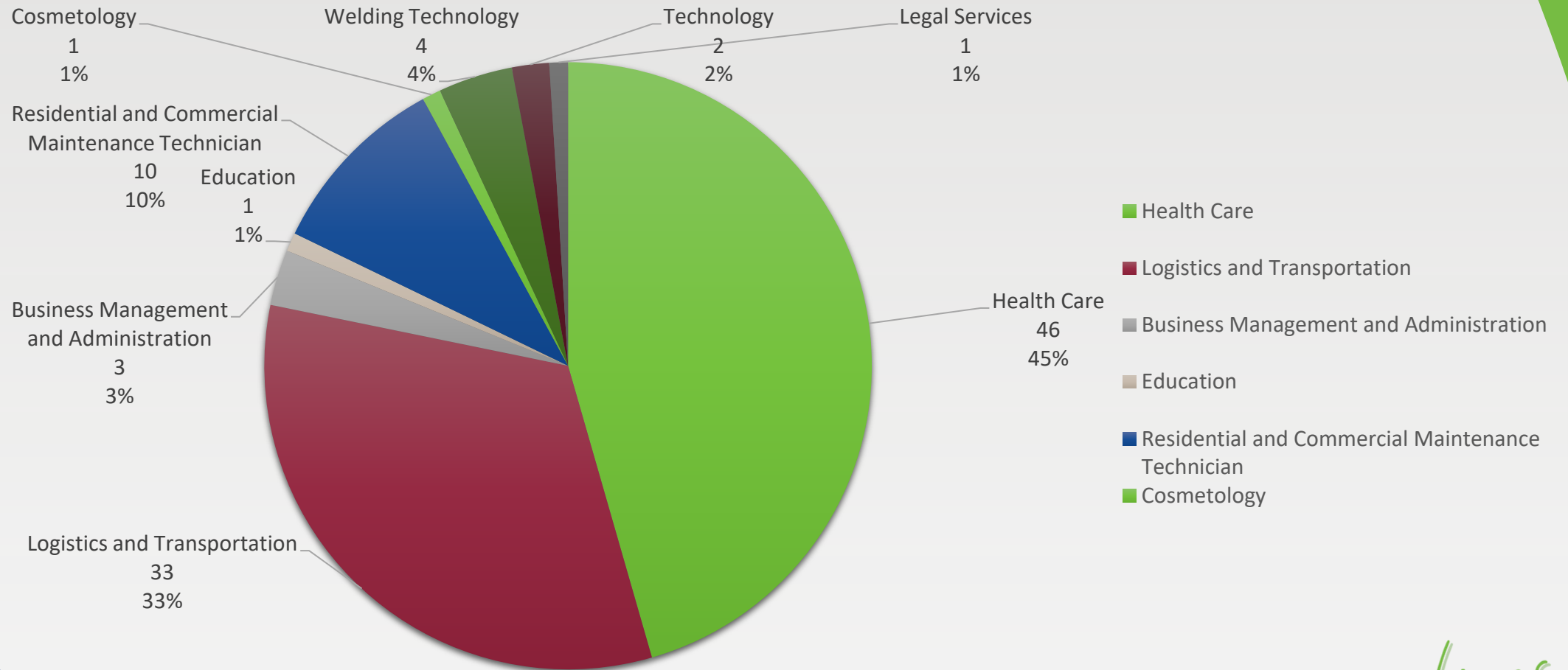
Program Year 2026

June 5, 2026

Program Enrollments



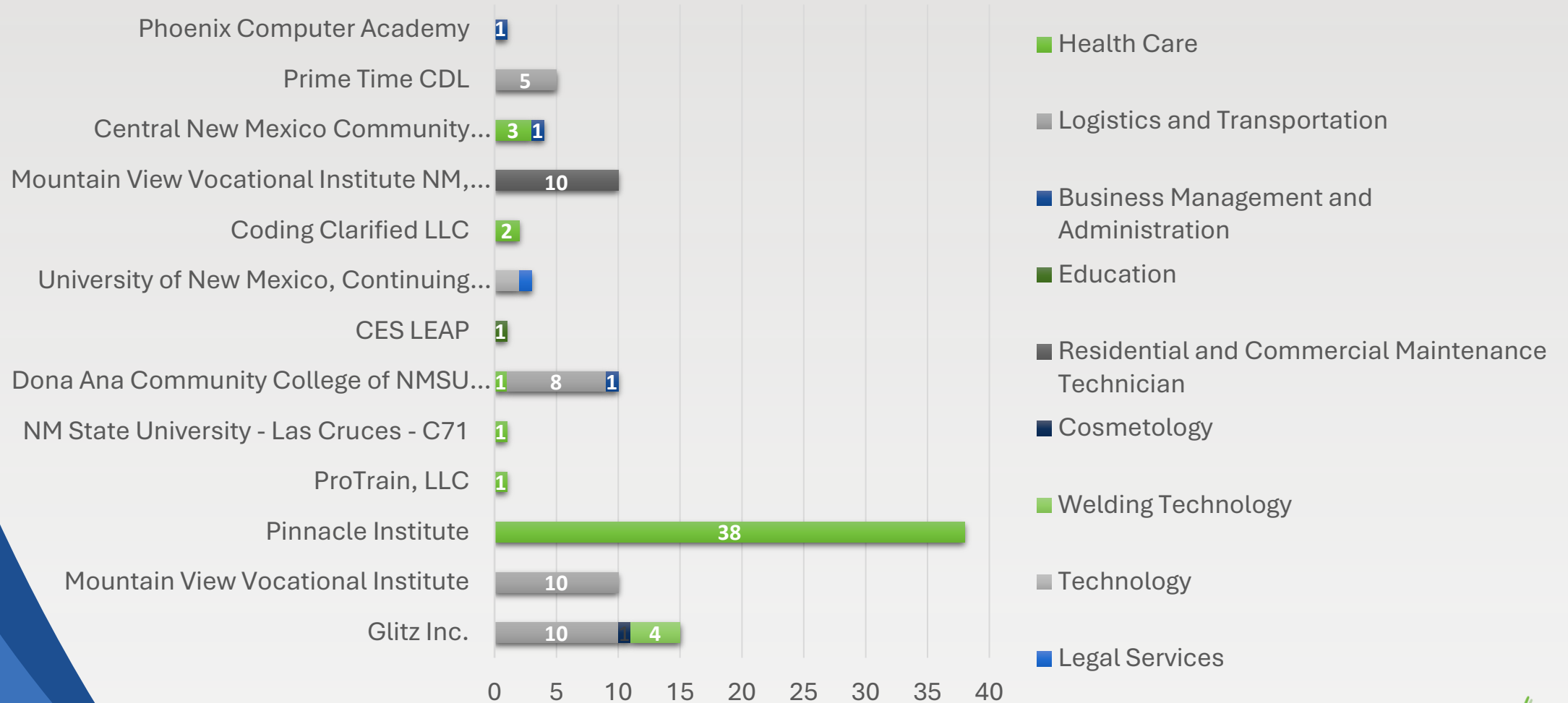
Individual Training Account Contracts by Sector



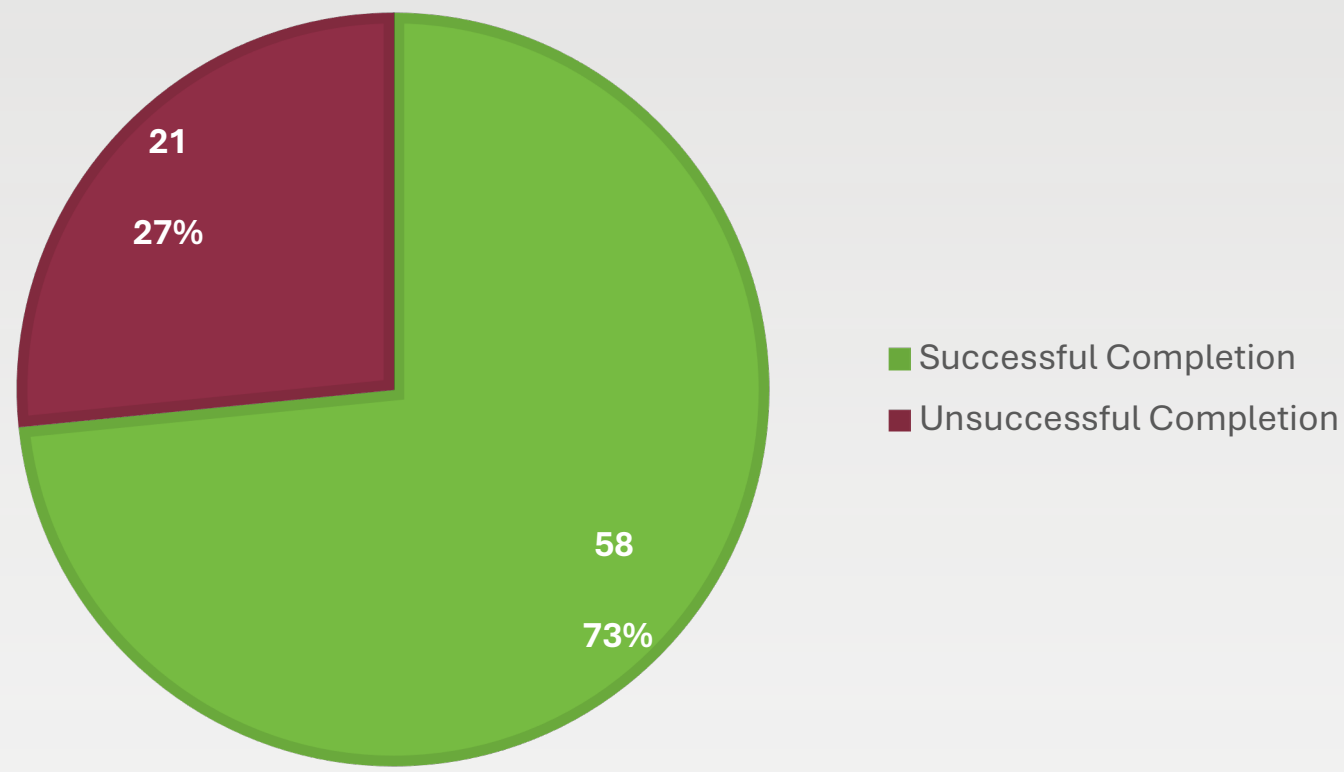
Individual Training Account Investment by Sector



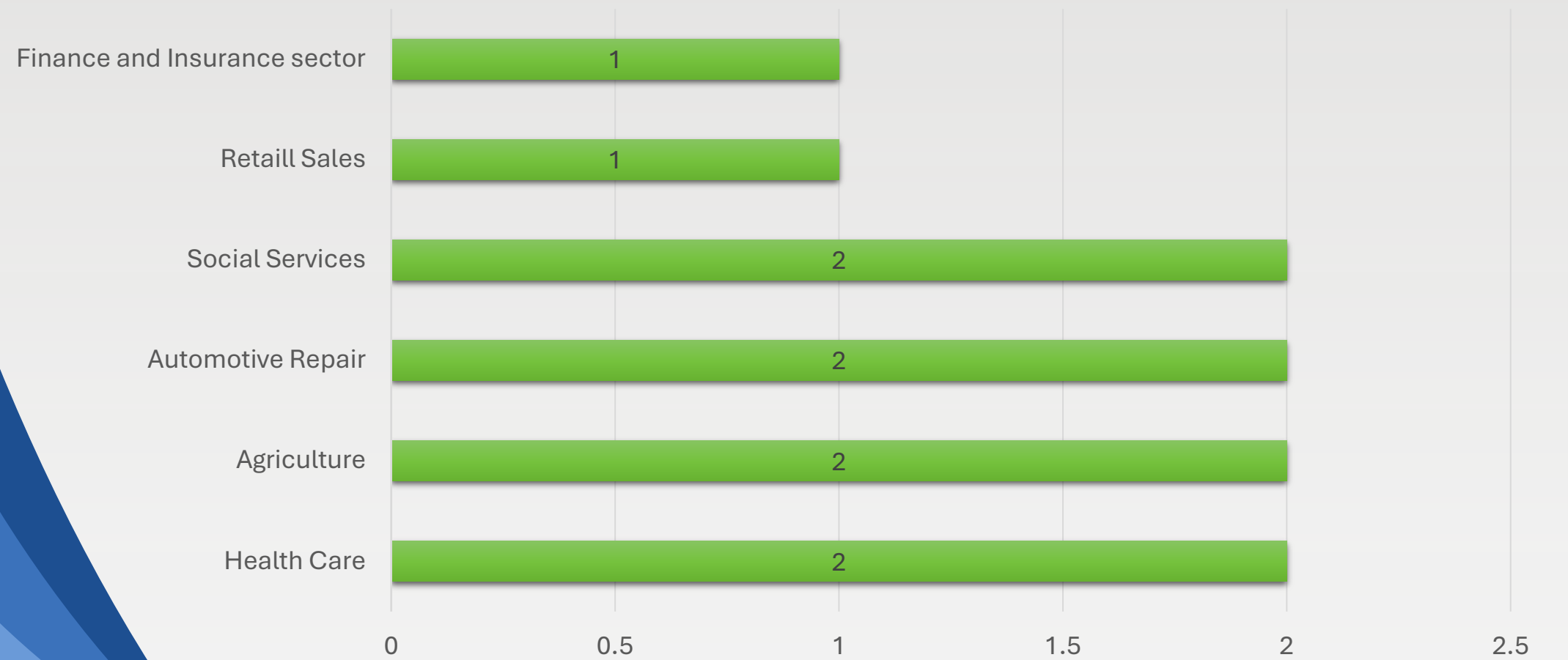
Individual Training Account by Sector and Provider



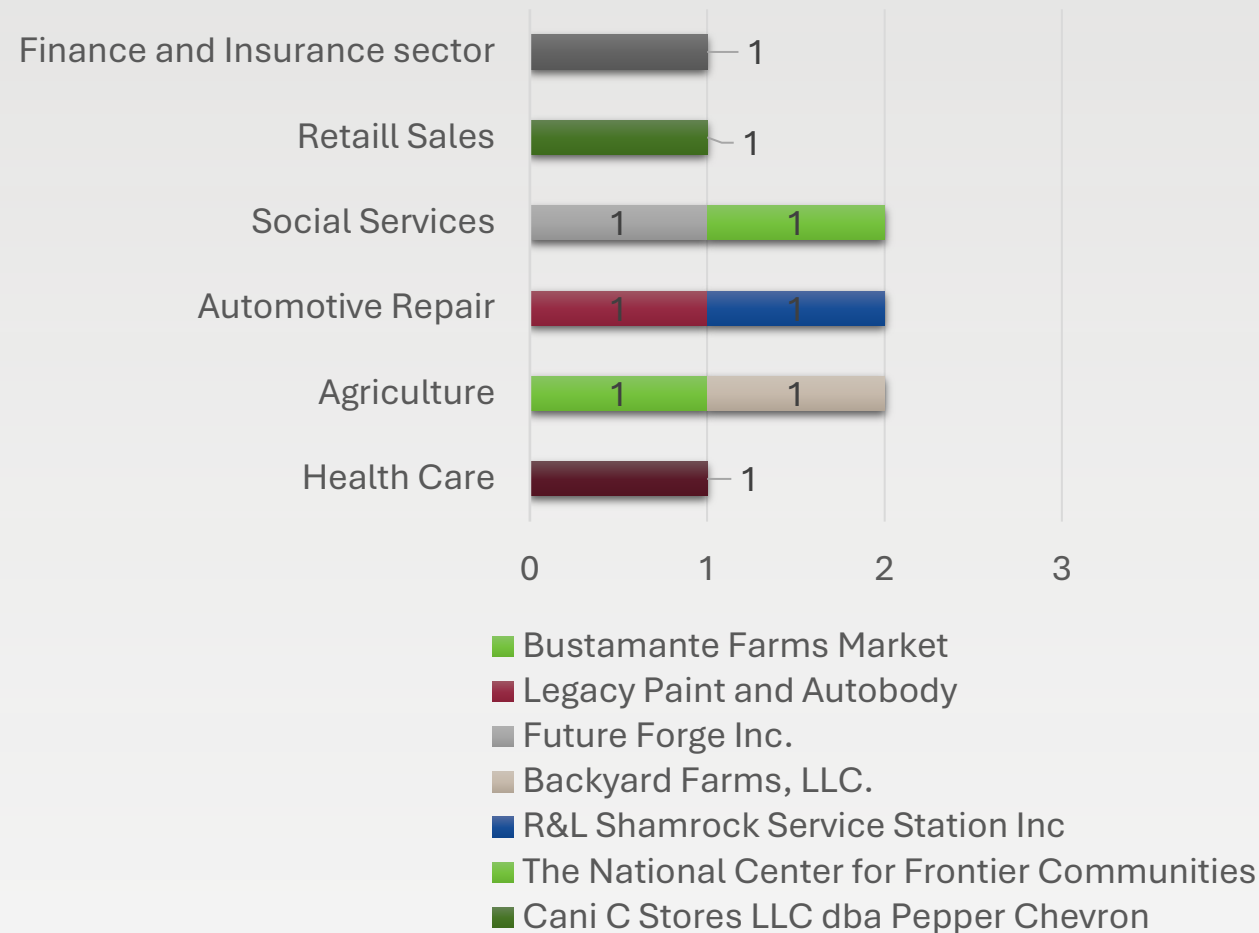
Individual Training Account Successful Completion Rate



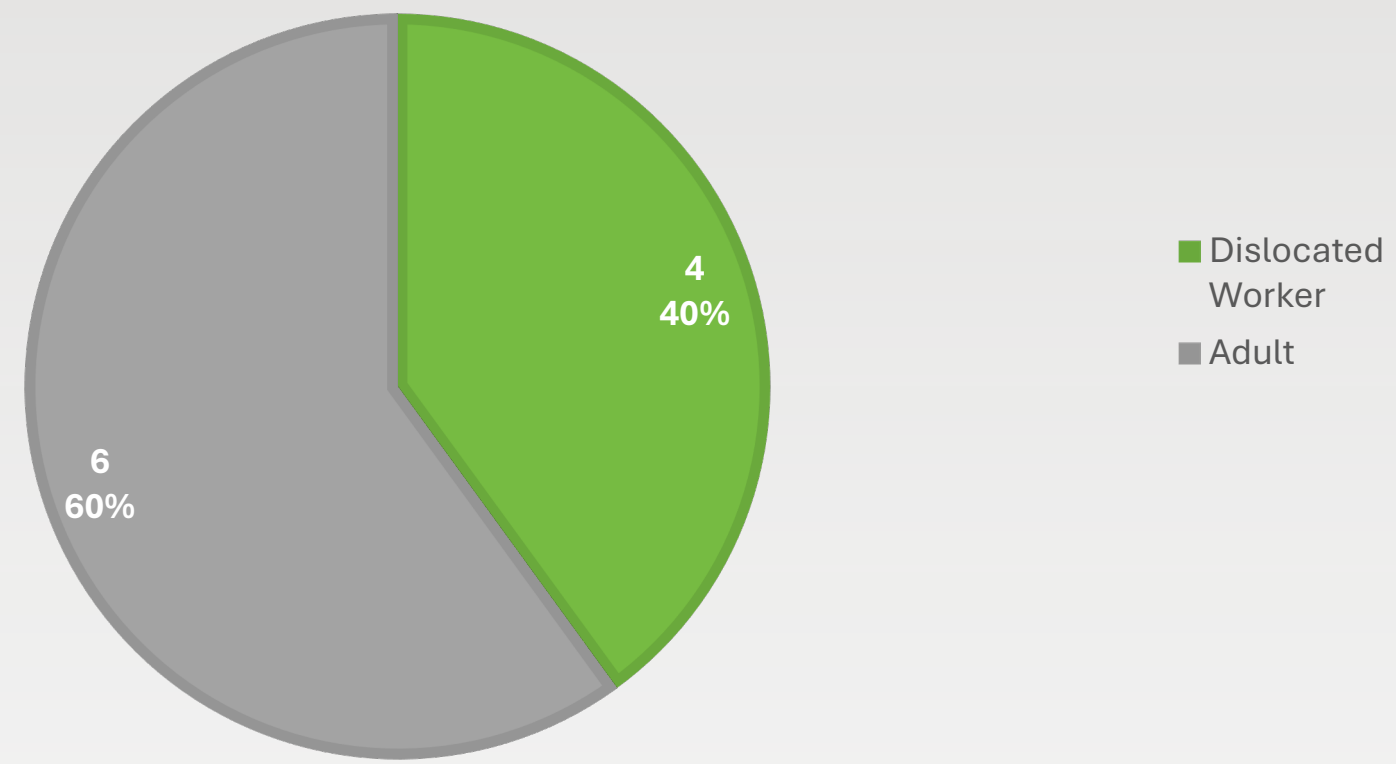
On-the-Job Training by Sector



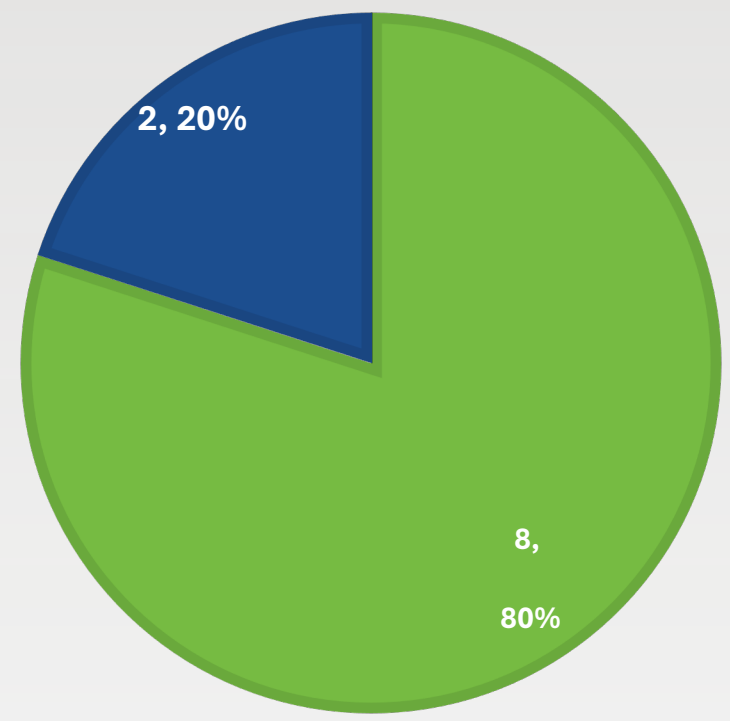
On-the-Job Training Investment by Sector & Provider



On-the-Job Training by Funding Stream



On-the-Job Training Success Rate

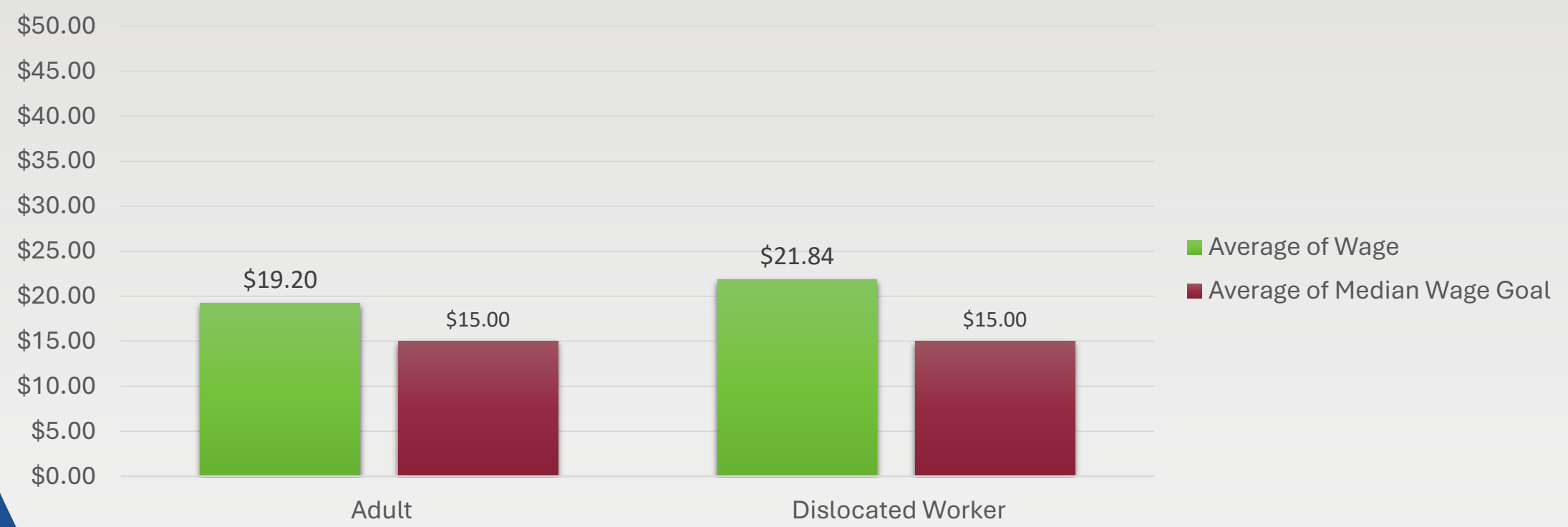


- Successful Completion
- Unsuccessful Completion

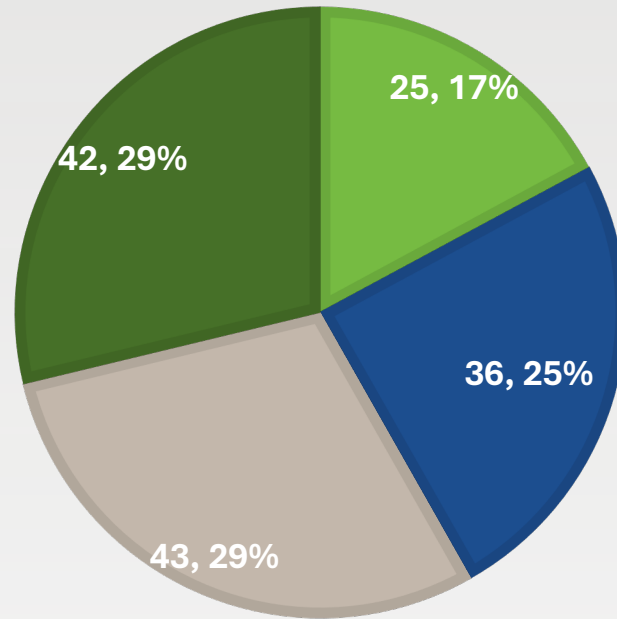
Supportive Services by Type



Average Wage vs. Median Wage Goal



Program Exiters - Employed



- Yes Adult
- Yes Dislocated Worker
- No Adult
- No Dislocated Worker

Participant Success Story: Jesus Hernandez

Jesus Hernandez, a 32-year-old resident of Deming, New Mexico in Luna County, experienced an unexpected employment setback following his separation from Freeport-McMoRan. Seeking assistance in reentering the workforce, Jesus visited the America's Job Center (AJC), where he connected with a career consultant who referred him to the Adult, Dislocated Worker program.

Jesus was determined eligible for services under the Dislocated Worker program due to his recent job loss. Through collaboration with his case manager, Maria Carrasco, he identified a career pathway aligned with his interests and long-term goals. Jesus elected to pursue occupational skills training in welding via Capstone Construction School.

From October 6, 2025, through November 1, 2025, Jesus successfully completed the welding training program. Upon completion, he earned a certification from the American Welding Society (AWS), demonstrating both technical proficiency and commitment to his new trade.

Jesus's robust performance and dedication during training led directly to a positive employment outcome. Following certification, he secured permanent employment with Capstone Construction School as a welding instructor. In this role, he can apply his newly acquired expertise while mentoring others who are entering the field.

Jesus expressed sincere appreciation for the guidance and support he received through the WIOA program, particularly from his case manager, Maria Carrasco. He credits this support system with helping him overcome employment barriers, transition into a new career, and achieve long-term stability and growth.

Contact Information

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Questions

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DWS Updates



Member Input



Next Meeting

*See approved
dates*



Meeting Adjourned

***Thank You for
Attending***

Have a great day!



Glossary

WIOA Titles

Service Providers

Acronyms



WIOA Titles

The Workforce Innovation and Opportunity Act (WIOA) is a United States public law that replaced the previous Workforce Investment Act of 1998 (WIA) as the primary federal workforce development legislation to bring about increased coordination among federal workforce development and related programs.

WIOA includes five titles:

- Title I—Workforce Development Activities—authorizes job training and related services to unemployed or underemployed individuals and establishes the governance and performance accountability system for WIOA;
- Title II—Adult Education and Literacy—authorizes education services to assist adults in improving their basic skills, completing secondary education, and transitioning to postsecondary education;
- Title III—Amendments to the Wagner-Peyser Act—amends the Wagner-Peyser Act of 1933 to integrate the U.S. Employment Service (ES) into the One-Stop system authorized by WIOA;
- Title IV—Amendments to the Rehabilitation Act of 1973—authorizes employment-related vocational rehabilitation services to individuals with disabilities, to integrate vocational rehabilitation into the One-Stop system; and
- Title V—General Provisions—specifies transition provisions from WIA to WIOA.



SAWDB Service Providers

The Southwestern region covers seven counties:

1. Catron
2. Doña Ana
3. Grant
4. Hidalgo
5. Luna
6. Sierra
7. Socorro

Title I – Adult & Dislocated Worker: Equus Workforce Solutions

Title IB – Youth Services in Alamo Navajo Reservation in Socorro County: Alamo Navajo School Board, Inc. (ANSBI)

Title IB – Youth Services in the rest of the Southwestern region: Equus Workforce Solutions

One-Stop Operator: Equus Workforce Solutions

The primary roll of the One-Stop Operator is to coordinate the delivery of partner program services at their AJCs, ensuring that AJCs can provide customers with career services, training services, and other employment related services provided by required partner programs.



Acronyms

AE - Administrative Entity (staff for the SAWDB)

AEFLA - Adult Education and Family Literacy Act

AEL- Adult Education and Literacy

AES - Adult Education Services

ADA - Americans with Disabilities Act

AJC - American Job Center (New Mexico Workforce Connection center)

ATAA - Alternative Trade Adjustment Assistance

BLS - Bureau of Labor Statistics

CBO - Community-based organization

CCRS - College and Career Readiness Standards

CDBG - Community Development Block Grant

CEO - Chief elected official

CFR - Code of Federal Regulations, Complaint System Employment Service and, Employment-Related Law Complaint System

CLC - Career Learning Center

CTS - Career Transition Services

CTT - Career Technical Training

DOC - Department of Corrections

DOE - Department of Education

U.S. DOL – U.S. Department of Labor

DVOP - Disabled Veterans Outreach Program

DWG - Dislocated Worker Grant

EEOC - Equal Employment Opportunity Commission

EO Officer - Equal Opportunity Officer

ESA - Employment Standards Administration



Acronyms

ESL - English as a Second Language

ETA - Employment and Training Administration

ETPL - Eligible training provider list

FEIN - Federal employer identification number

FEMA - Federal Emergency Management Agency

FLSA - Fair Labor Standards Act

HHS - U.S Department of Health and Human Services

HUD - U.S. Department of Housing and Urban Development

IDEA - Individuals with Disabilities Education Act

IEP - Individual Employment Plan (SDWORKS); or Individual Education Plan

IRAP - Industry-Recognized Apprenticeship Program

IRT - Integrated Resource Team

ISY - In-school youth

IT - Information technology

ITA - Individual Training Account

IWT - Incumbent Worker Training

JTPA - Job Training Partnership Act

JVSG - Jobs for Veterans State Grants

LACES - Literacy, Adult, and Community Education System

LEP - Limited English proficiency

LEWIS - Local Employment and Wage Information System

LLSIL - Lower Living Standard Income Level

LMI - Labor Market Information

LMS - Learning Management System

MOU - Memorandum of Understanding



Acronyms

MSFW - Migrant and Seasonal Farmworker
 MSG - Measurable Skill Gain
 NAA - National Apprenticeship Act
 NAACP - National Association for the Advancement of Colored People
 NCRC - National Career Readiness Certificate
 NFJP - National Farmworker Jobs Program
 OJT - On-the-job training
 OSO - One-Stop Operator
 OSY - Out-of-school youth
 PII - Personally identifiable information
 PIRL - Participant Individual Record Layout
 PY - Program year
 RA - Reemployment Assistance
 RAP - Registered Apprenticeship Program
 REA - Reemployment and Eligibility Assessment
 RES - Reemployment Services Program
 RESEA - Reemployment Services and Eligibility
 RFP - Requests for proposals
 SBA - Small Business Administration
 SNAP - Supplemental Nutrition Assistance Program
 SSN - Social Security Number
 STEM - Science, Technology, Engineering, and Mathematics
 TAA - Trade Adjustment Assistance
 TABE - Test of Adult Basic Education
 TANF - Temporary Assistance for Needy Families



Acronyms

TAT - Technical Assistance and Training

TEGL - Training and Employment Guidance Letter

U.S.C. - United States Code

VA - Department of Veterans Affairs

VETS - Veterans' Employments and Training Service

VR - Vocational Rehabilitation (i.e., WIOA Title IV)

WP - Wagner-Peyser Act of 1933

WDB - Workforce Development Board

WIA - Workforce Investment Act of 1998

WIB - Workforce investment boards

WIOA - Workforce Innovation and Opportunity Act