

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard For LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name

Title

Signature

Date

Agency / Organization

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any workweek on the State Contract.

- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.

 - (3) Service contracts for the following:
 - (A) services with a Public Service Company;
 - (B) services with a nonprofit organization;
 - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement Article, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement Article, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements - Service Contracts

Contract No.: _____

Name of Contractor: _____

Address: _____

City: _____ State: __ Zip Code: _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above stated Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (Check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby confirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and is required to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract;
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

Attachment G (Continued)
Affidavit of Agreement
Maryland Living Wage Requirements – Service Contracts

The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

**MARYLAND
DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This agreement (“Agreement”) is made and entered into by and between the Maryland Department of Human Resources (hereinafter referred to as DHR) and _____ (hereinafter referred to as the CONTRACTOR). This “Agreement” has been developed pursuant to Section 13-224, State Finance and Procurement Article, Annotated Code of Maryland. This “Agreement” will be carried out by DHR and the Local Department (s) of Social Services (hereinafter referred to as the LOCAL DEPARTMENT) and the CONTRACTOR cognizant in support of contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the CONTRACTOR, DHR, and the LOCAL DEPARTMENT, when appropriate, have met and reviewed an inventory of job openings that exists or the CONTRACTOR is likely to fill during the term of the “Procurement Contract” at its various locations in the State of Maryland;

WHEREAS, the CONTRACTOR, DHR and the LOCAL DEPARTMENT, when appropriate, have met and reviewed the job descriptions, locations, and skill requirements for those positions;

WHEREAS, DHR and the LOCAL DEPARTMENT, when appropriate have identified and discussed with the CONTRACTOR the following services that DHR and the LOCAL DEPARTMENT can provide to the CONTRACTOR for its Workforce related needs:

Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;

Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;

Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;

Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;

Transportation subsidies for the employee for a period of time after employment;

Other Retention services including counseling on an as needed basis; and

Assistance with claiming tax credits for having hired Temporary Cash Assistance customers;

NOW THEREFORE, the CONTRACTOR and DHR agree to work cooperatively to develop responses to the workforce development requirements faced by the CONTRACTOR in the State of Maryland and to promote the hiring of DHR Temporary Cash Assistance customers by the CONTRACTOR.

Specifically, they agree as follows:

A. That the CONTRACTOR will:

1. Notify DHR of all job openings that exists or result from the "Procurement Contract" that the CONTRACTOR may have with an agency of the State of Maryland;
2. Declare DHR and the LOCAL DEPARTMENT the "first source" in identifying and hiring candidates for those openings;
3. Work with DHR and the LOCAL DEPARTMENT, as necessary and appropriate, to develop customized training programs which enable Temporary Cash Assistance customers to qualify for and secure the jobs;
4. Give preference and first consideration (to the extent permitted by law and given any existent labor agreements) to candidates the LOCAL DEPARTMENT refers, within three (3) working days to fill job openings, provided the candidates meet the qualifications specified;
5. Agree to consider filling a minimum of ____ of the job openings with LOCAL DEPARTMENT referred candidates, provided that the LOCAL DEPARTMENT refers qualified candidates within three (3) working days;
6. Provide the LOCAL DEPARTMENT with feedback regarding the disposition of all LOCAL DEPARTMENT referrals, to include an explanation of why any such candidate was not hired or considered qualified;
7. Provide the LOCAL DEPARTMENT with feedback regarding the progress and employment status of those candidates who are hired; and
8. Designate a specific contact person who will:

provide additional information regarding first source" jobs and clarify their requirements,

receive LOCAL DEPARTMENT referrals, and provide feedback to a LOCAL DEPARTMENT account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the CONTRACTOR.

B. That DHR and the LOCAL DEPARTMENT will designate account representatives who will:

1. Process all the CONTRACTOR'S job notices in accordance with this "Agreement";
2. Refer screened and qualified candidates to the CONTRACTOR'S designated contact person;
3. Make referral in a timely manner, that is, within three (3) working days after receiving the CONTRACTOR'S job opening notices;
4. Assist in the development of any mutually agreed upon customized training and/or internship programs that will better prepare LOCAL DEPARTMENT candidates for employment with the CONTRACTOR;
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate;
6. Insure that the CONTRACTOR is advised of available subsidies and is assisted with the associated application/claiming processes; and
7. Report the CONTRACTOR to the cognizant State Procurement Agency if the CONTRACTOR does not fulfill its responsibilities as listed in Section A. of this "Agreement";
8. Review and evaluate the effectiveness of this undertaking with the CONTRACTOR and make modifications as necessary and appropriate.

DISCLAIMERS:

Nothing in this "Agreement" shall cause the CONTRACTOR, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

NON-DISCRIMINATION:

DHR and the CONTRACTOR agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the

Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

MARYLAND LAW PREVAILS

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

EFFECTIVE DATE:

This "Agreement" shall take effect on the date of the aforementioned "Procurement Contract"; and it shall remain in effect for the duration of the "Procurement Contract".

IN WITNESS, WHEREOF, the CONTRACTOR and DHR have affixed their signatures below:

**FOR THE
CONTRACTOR:**

**FOR THE
DEPARTMENT OF HUMAN
RESOURCES:**

SIGNATURE

SIGNATURE

Type Title Here
TITLE

Type Title Here
TITLE

DATE

DATE

**Approved as to form and Legal Sufficiency by the
DHR Attorney General's Office**