

Attachment O. DHS Hiring Agreement

Agency Contract/Solicitation Number: _____

**MARYLAND DEPARTMENT OF HUMAN SERVICES
HIRING AGREEMENT**

This Hiring Agreement (“Agreement”) is effective this _____ day of _____, _____ and is entered into by and between the Maryland Department of Human Services (“DHS”) and _____ (the “Contractor”) pursuant to State Finance Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a Contract for services between Contractor and _____ (“Entity”), contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, DHS has identified the Procurement Contract as eligible for execution of this Agreement; and,

WHEREAS, the Contractor and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, DHS and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, DHS and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to the Contractor as a result of the Agreement including:

- 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 Supplement Program 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 hiring the DHS’s current and former Family Investment Program (“FIP”) recipients, their children, foster care youth, and child support obligors (“Candidates”).

WHEREAS, the Contractor and DHS agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Candidates by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the DHS specifically agree as follows:

A. The CONTRACTOR shall:

1. Notify DHS of all job openings that exist or result from the Procurement Contract.
2. Declare DHS the “first source” in identifying and hiring Candidates for those openings.
3. Work with DHS to develop training programs that will enable Candidates to qualify for and secure employment with the Contractor.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates DHS refers for job openings that exist or result from the Procurement Contract.
5. Agree to give Candidates referred to the Contractor by the DHS priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the DHS refers qualified Candidates within five (5) Business Days.
6. Submit biannual reports (for the duration of the Contract) listing the number of all job openings and the total number of individuals interviewed and hired under the Procurement Contract. The report shall also include information regarding the disposition of referrals made, to include an explanation of why any such Candidate was not hired or considered qualified.
7. Designate the following individual to be the point of contact:

Point of Contact Name:

Point of Contact Address:

Point of Contact E-Mail

Point of Contact Telephone #

Point of Contact Fax #

The point of contact will:

- a. Provide additional information regarding “first source” jobs and clarify their requirements.
 - b. Receive DHS referrals.
 - c. Provide feedback to a DHS account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those Candidates hired by the Contractor.
8. Submit the Contractor’s Federal Employment Identification Number (“FEIN”) in an effort to increase efficiency in the employment monitoring process for annual legislative reporting.

B. The DHS will designate an account representative 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 referrals in a timely manner, that is, within five (5) Business Days after receiving the Contractor's job opening notices.
4. Assist in the development of any mutually agreed upon training, internship or apprenticeship programs that will better prepare Candidates for employment with the Contractor.
5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Supplement Program, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.
6. Ensure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

C. 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.

D. NON-DISCRIMINATION

The Contractor agrees 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.

E. MARYLAND LAW PREVAILS

The place of performance of this Agreement shall be the State of Maryland. This Agreement 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.

F. EFFECTIVE DATE

This Agreement shall take effect on the date of the aforementioned Procurement Contract, which is for the period _____ through _____, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions. In addition, it is required that any executed extensions and additional funds added to an existing Hiring Agreement Contract be emailed to the Office of Hiring Agreements, Hiring.Agreements@Maryland.gov listing the new end date, updated contract amount and **Agency Control/Solicitation Number**.

IN WITNESS, WHEREOF, the Contractor and the DHS have affixed their signatures below:

FOR THE CONTRACTOR:

FOR DHS:

COMPANY NAME

FEIN: _____

SIGNATURE

TITLE

DATE

SIGNATURE

Hiring Agreements Program Manager
TITLE

DATE