



POLICY ISSUANCE 2022-04

Direct Care Workforce Innovation Program | May 5, 2022

- TO:** Division of Workforce Development and Adult Learning (DWDAL) staff and Program Applicants and/or Grantees.
- FROM:** DWDAL
Maryland Department of Labor (MD Labor)
- SUBJECT:** Direct Care Workforce Innovation Program
- PURPOSE:** To provide the guidance on the implementation of the Direct Care Workforce Innovation Program.
- ACTION:** Local Area Directors, American Job Center Labor Exchange Administrators, and central office managers will ensure all employees, service providers, and vendors are aware of and receive copies of this policy. DWDAL policies are available [on the MD Labor website](#).
- EXPIRATION:** Until Cancelled.
- QUESTIONS:**

Mary Keller
Special Grants Administrator
Office of the Assistant Secretary
410.767.2017
mary.keller@maryland.gov

Lauren Gilwee
Director
Policy
410.916.7209
lauren.gilwee@maryland.gov

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GENERAL INFORMATION

DIRECT CARE WORKFORCE INNOVATION PROGRAM

In 2021, the Maryland General Assembly passed “Labor and Employment – Direct Care Workforce Innovation Program,”¹ which established the Direct Care Workforce Innovation Program. The purpose of the program is to provide matching grants that create and expand upon successful recruitment and retention strategies that address the range of potential barriers to increasing the number and availability of direct care workers across Maryland. MD Labor’s Division of Workforce Development and Adult Learning (DWDAL) administers the program.

The statute allocates at least \$250,000 of State funds annually for MD Labor to disburse as matching grants for the Direct Care Workforce Innovation Program. Grants may be awarded for a maximum of \$50,000 and matching contributions may be either monetary or in-kind.²

For the purposes of this program, “Direct Care Worker” is defined by the information in the following table:

Occupation	Job Description	Required Certification	Certifying Agency³
Geriatric Nursing Assistant (GNA)	GNAs are Certified Nursing Assistants who have passed the GNA National Nurse Aide Assessment Program (NNAAP) exam, which allows individuals to work in long-term care facilities, as well as other acute care facilities.	Geriatric Nursing Assistant and Certified Nursing Assistant certification	Maryland Board of Nursing
Home Health Aide	Home Health Aides monitor the health status of an individual with disabilities or illness, and address their health-related needs, such as changing bandages, dressing wounds, or administering medication. They work under the direction of offsite or intermittent onsite licensed nursing staff. Aides provide assistance with routine healthcare tasks or activities of daily living, such as feeding, bathing, toileting, or ambulation. Aides may also help with tasks such as preparing meals, light housekeeping, and laundry depending on the patient's abilities.	Certified Nursing Assistant certification	Maryland Board of Nursing
Nursing Assistant	Nursing Assistants provide or assist with basic care or support under the direction of onsite licensed nursing staff. They perform duties such as monitoring the health status, feeding, bathing, dressing, grooming, toileting, or ambulation of patients in a health or nursing facility. Nursing Assistant duties may include medication administration and other health-	Certified Nursing Assistant certification	Maryland Board of Nursing

¹ MD. Code, Labor and Employment Article §§ 11-1401 - 11-1407, full text of the statute can be found on the Maryland General Assembly’s website: <https://mgaleg.maryland.gov/mgawebsite/Legislation/Details/sb0307/?ys=2021rs>.

² Staff time is not an allowable in-kind contribution.

³ COMAR [10.37.01.01 – 10.37.01.07](#).

	related tasks. This category includes nursing aides.		
Personal Aide	Personal Aides provide personalized assistance to individuals with disabilities or illness who require help with personal care and activities of daily living support (e.g., feeding, bathing, dressing, grooming, toileting, and ambulation). Personal Aides may also provide help with tasks such as preparing meals, light housekeeping, and laundry. They work in various settings depending on the needs of the care recipient and may include locations such as their home, place of work, out in the community, or at a daytime nonresidential facility.	N/A	N/A
Psychiatric Aide	Psychiatric Aides, which includes psychiatric orderlies, work under the direction of nursing and medical staff to assist mentally impaired or emotionally disturbed patients. They may assist with daily living activities, lead patients in educational and recreational activities, or accompany patients to and from examinations and treatments. They may also restrain violent patients.	Certified Nursing Assistant certification	Maryland Board of Nursing

PROGRAM PARAMETERS

ELIGIBLE ENTITIES

The following entities are eligible to apply for funds through the Direct Care Workforce Innovation Program:

1. Non-profits;
2. Labor organizations;
3. Direct care employers; and,
4. Entities with shared labor-management oversight.

Additionally, in order to be eligible, the above entities must:

1. Have an established record of recruiting or providing training to direct care workers; OR,
2. Establish a training program in consultation with an organization with an established record of providing training to direct care workers.

PROJECT REQUIREMENTS

The Direct Care Workforce Innovation Program provides funds for innovative projects that provide barrier removal and build upon successful recruitment and retention strategies to increase the total number of direct care workers across the State.

Projects awarded funds through this program must:

1. Develop and implement a strategy for the recruitment, retention, and/or advancement of direct care workers;
2. Provide compensation to each direct care worker for any training received;
 - a. For the purposes of this program, MD Labor defines “compensation” as a stipend that cannot exceed \$25 per week per participant;
3. Use no more than ten percent of grant funds on administrative costs;
4. Use at least five percent of grant funds to provide direct financial support to participants, such as supportive services;⁴ and,
5. Be used to supplement, not supplant, the amount of funds that would be available absent the grant award.

Funds may be used to continue activities that were previously underway or to implement a new project. The period of performance is three years.

Supportive Services

MD Labor considers supportive services a best practice for providing direct financial support to program participants. Examples of supportive services include, but are not limited to:

⁴ Direct care worker compensation, described in bullet two, does not count towards the five percent requirement.

Assistance Obtaining a Driver's License

Grantees may assist participants with obtaining a driver's license, except for paying legal fees and/or fines. Examples of assistance may include payment for driver's education⁵ or the cost of getting the driver's license card.

Transportation Assistance

Transportation allowances are permissible for participants. The transportation allowance must be related to program participation and can cover the cost of traveling to and from training, job interviews, and job fairs, or, as support during the first two weeks of starting a new job. Transportation allowances require:

1. Documentation to verify the actual distance traveled and/or a receipt for the cost of the transportation service (e.g. public transit); and,
2. Confirmation of the participant's attendance for the program(s) that required travel.

Payment Guidelines: Transportation allowances can be used for public transit users, drivers, and/or rideshare such as Uber, Lyft, or Zipcar.⁶ Grantees must collect and maintain appropriate documentation to verify the participant's covered transportation allowance. For drivers, Grantees may approve a travel allowance at a rate no higher than the official Internal Revenue Service (IRS) mileage rate. The maximum allowable payment is \$50 per day, with a maximum of \$250 per week. Google Maps must be used to determine daily mileage. Mileage is calculated from the participant's home address to the training, interview, job fair, or job site.

Uniforms, Tools, and Related Equipment

Grantees may assist eligible participants with the costs of uniforms, tools, and/or equipment required for participation in approved training programs or new jobs. Examples of covered items include but are not limited to: scrubs and worker tools of the trade.

Payment Guidelines: Grantees must base payments on the curriculum requirements of the training program or on the requirements of the participant's new, full-time job. Payments must be made based on the market value for uniforms, tools, and/or related equipment. Grantees must collect and maintain appropriate documentation to verify the participant's covered allowance.

Child or Dependent Care

When daycare costs for a child or dependent exceed the amount subsidized by the Local Departments of Social Services, Grantees may assist participants with the additional costs. To receive this payment, the dependent needing daycare must be:

1. Under the age of 13;
2. Under the age of 18 and physically or mentally incapable of self-care;
3. A spouse who is physically or mentally incapable of self-care and has the same principal address of the program participant; or,
4. A parent who is physically or mentally incapable of self-care.

Payment Guidelines: Grantees provide this supportive service payment to actively engaged program participants or to those who are in the first two weeks of new employment. Payments must be made based on the average cost of child or dependent care in the jurisdiction for which the participant is accessing care.⁷

⁵ "Behind-the-Wheel" hours are eligible as long as they are included as part of the driver's education course.

⁶ Other forms of transportation assistance may be funded with MD Labor prior written approval.

⁷ Local child care rates can be found here: <https://earlychildhood.marylandpublicschools.org/families/child-care-scholarship-program/child-care-scholarship-rates>.

Payments may cover some, or all of, the costs of care. Grantees must only approve daycare costs for days that the participant is in training or at work.

To receive child care payments, the participant must complete ALL of the following steps:

1. Apply for a Purchase of Care Subsidy through the Local Departments of Social Services;
2. Provide application results to Grantee staff;
3. Provide proof that participant has contracted with a State-approved child care provider;
4. Demonstrate evidence of need;⁸ and,
5. Document relationship to person in care.

To receive dependent care payments, the participant must complete ALL of the following steps:

1. Provide legal proof of adult dependent's condition that constitutes the need for care;
2. Provide proof that participant has contracted with a State-approved daycare provider;
3. Demonstrate evidence of need; and,
4. Document relationship to person in care.

Union Initiation Fees

Grantees may assist participants with union initiation fees,⁹ which are the costs associated with joining a union, to obtain employment.

Payment Guidelines: Grantees should make payments based on the costs of union initiation fees. The maximum allowable payment is \$200. Grantees must collect and maintain appropriate documentation (receipts or invoices) to verify the participant's covered union fee allowance.

Clothing for Interviews and Job Fairs

Grantees may assist participants with the costs associated with clothing for job interviews and/or job fairs. Grantees must collect and maintain appropriate documentation (receipts or invoices) to verify the participant's covered clothing allowance.

Payment Guidelines: Grantees should base the supportive service payment on documentation of an upcoming interview or job fair. The payment must be made on the market value of the item. The maximum allowable payment is \$100 per participant.

Other Supportive Services

Recognizing the importance of providing innovative services to recruit and retain program participants, other supportive services may be funded with written MD Labor approval. If a Grantee has a substantiated reason to believe that a supportive service payment, outside of what has already been identified in this policy issuance, would be appropriate and necessary to a program participant's successful completion, then the Grantee has the option to notify MD Labor and provide a written proposal to justify the prospective supportive service. MD Labor staff will review the proposal and determine whether the cost is appropriate for inclusion as a supportive service.

Payment Guidelines: Grantees must follow the payment guidelines identified by the Grantee in their MD Labor-approved proposal.¹⁰

⁸ Need is demonstrated if after all other funding sources are applied, the cost of care is not covered.

⁹ Union initiation fees are different than regular, recurring union fees.

¹⁰ Supportive Services must fall within definition under 20 CFR 651, "[General Provisions Governing the Wagner-Peyser Act Employment Service.](#)"

APPLICATION PROCESS

APPLICATION SUBMISSION

The Direct Care Workforce Innovation Program is an annual, competitive funding opportunity. Applications must include a project plan with a description of:

1. Current or projected job openings for, or relevant labor market information related to, direct care workers in the region to be served by the project;
2. Specific efforts and strategies that the project will undertake to reduce barriers to the recruitment, retention, or advancement of direct care workers;
3. If applicable, any other innovative models or processes the eligible entity will implement to support the retention of direct care workers;
4. The supportive services and benefits to be provided to direct care workers to support the retention of direct care workers;
5. How the eligible entity will make use of career planning to support the identification of advancement opportunities and career pathways for direct care workers in the region to be served by the project;
6. How the eligible entity will collect and submit data and outcomes of the project;
7. An assurance that any benefit or service provided under the project will be provided at no cost to direct care workers or individuals assisted by direct care workers;
8. How the eligible entity will consult with direct care workers, representatives of direct care workers, individuals assisted by direct care workers, and the families of individuals assisted by direct care workers throughout the project;
9. The methods the eligible entity will use to inform participants in the project about their rights as direct care workers; and,
10. Outreach efforts to individuals for participation in the project, including targeted outreach efforts to:
 - a. Individuals who are recipients of, or eligible for, assistance under a State program funded under Part A of Title IV of the Social Security Act; and,
 - b. Individuals who have barriers to employment.

Applicants are encouraged to consult with the following entities on their projects and should include the outcomes of those consultations in their applications, if applicable:

1. American Job Centers;
2. Institutions of higher education;
3. Maryland Board of Nursing;
4. Maryland Department of Health;
5. Maryland Higher Education Commission;
6. Organizations with expertise in the needs of women, racial minorities, immigrants, and the impoverished.

Completed applications should be submitted electronically to dlwdaldcwip-labor@maryland.gov. Applications are due no later than the date listed in the annual Direct Care Workforce Innovation Program Competitive Grant Proposal, which can be found on MD Labor's website:

<https://www.labor.maryland.gov/employment/wddirectcare.shtml>.

MD Labor will not grant requests for extensions and will not consider applications received after the due date.

APPLICATION REVIEW

The Direct Care Workforce Innovation Program review team must review applications in a timely manner. The review team is comprised of the:

1. DWDAL Special Grants Administrator (or designee);
2. DWDAL EARN Maryland Administrator (or designee); and,
3. Maryland Department of Health Board of Nursing Executive Director (or designee).

When evaluating applications, the review team must:

1. Consult with MD Labor's Fiscal Unit to ensure the project meets budgetary guidelines;
2. Seek equitable geographic and demographic diversity of grantees;
3. Ensure the project will serve areas where direct care positions are an in-demand occupations;¹¹ and,
4. Prioritize funds for applicants proposing to predominantly serve individuals who:
 - a. Are recipients of, or eligible for, assistance under a State program funded under Part A of Title IV of the Social Security Act; and,
 - b. Individuals with barriers to employment.¹²

The review team must ensure that approved applications meet budgetary and programmatic requirements. If the review team determines that there are more eligible applicants than funding allows, they must award projects on a pro-rata basis.

To ensure compliance with the Public Ethics law, MD Code Ann. Gen'l Provisions, Title 5, all staff who participate in discretionary grant reviews are required to complete the DWDAL Reviewer Confidentiality and Conflict of Interest Form. Should a conflict of interest exist, staff must recuse themselves from application review and if staff becomes aware that a conflict may exist during the process, that person must immediately notify the DWDAL Assistant Secretary.

APPLICATION APPROVAL AND DENIAL

MD Labor must inform applicants via email of approvals or denials at the conclusion of the internal review process.

If approved, the MD Labor Office of the Assistant Secretary must provide the applicant with a Grant Award Notification to be signed by the applicant. *Attachment A – Sample Grant Award Notification* provides a sample of the award notification.

Approved applicants must be prepared to enter into contract negotiations and begin implementing programmatic work. In addition, Grantees must submit completed award agreements to MD Labor for review within 14 calendar days of notification by email at dlwdaldcwip-labor@maryland.gov.

After an award agreement has been formally executed, MD Labor must provide funds to the approved program on a cost reimbursement basis. The Grantee must invoice MD Labor via the monthly fiscal report and invoice.¹³

¹¹ Labor Market Information can be found on MD Labor's website: <https://www.labor.maryland.gov/lmi/>.

¹² The definition for an individual with barriers to employment can be found in Maryland's [WIOA State Plan](#).

¹³ See page 10 for more detailed information on reporting.

REPORTING, MONITORING, AND RECORD RETENTION

REPORTING

Reporting Required for DWDAL

DWDAL must submit an annual report on December 1st of each year to the Maryland General Assembly Senate Finance Committee and the House Health and Government Operations Committee on the progress of the Direct Care Workforce Innovation Program.

Reporting Required for Grantee

Grantees of the Direct Care Workforce Innovation Program must report monthly on the following measures:

1. Number of individuals served, including:
 - a. Number of individuals recruited to be employed as direct care workers; and,
 - b. Number of individuals who attained employment as direct care workers;
2. Number of individuals or families assisted by direct care workers via the program;
3. Services, benefits, or support provided to assist in the recruitment, retention, or advancement of direct care workers and the number of individuals who accessed them;
4. Assessment of the satisfaction of direct care worker participants and participating employers;
5. The following performance indicators:
 - a. Number placed into unsubsidized employment;
 - b. Median earnings;
 - c. Credential attainment;
 - d. Measurable skills gains; and,
 - e. Employer satisfaction.

MD Labor may also request additional data not required for the Maryland General Assembly annual report.

Monthly Program Reports should be submitted no later than the 5th of every month to Grant Administrator Brittney Hansen at brittney.hansen@maryland.gov. An example of the report can be found in ***Attachment B – Sample Monthly Program Report***

In addition to the Monthly Program Report, Grantees must submit a Monthly Fiscal report documenting monthly expenses. In order to receive reimbursement payments, Grantees must also submit an invoice in conjunction with the fiscal report. Examples of these reports can be found in ***Attachment C – Sample Monthly Fiscal Report*** and ***Attachment D – Sample Invoice***.

MONITORING

MD Labor, as it deems necessary, will monitor Grantees, both fiscally and programmatically, on the terms under which this grant is awarded. However, failure of MD Labor to supervise, evaluate, or provide guidance and direction shall not relieve the grantee of any liability for failure to comply with the terms of the grant award.

RECORD RETENTION

MD Labor requires documentation of processes for record retention and requires folders and documentation be maintained for a period of at least three years following the exit date. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until three years after all litigation, claims, or audit findings involving the records have been resolved and final action has been taken.

All records, both electronic and physical, must be maintained in accordance with DWDAL's policy concerning security, to maintain confidentiality and protect Personally Identifiable Information (PII).¹⁴ PII is participant-level and employee data that either by itself or combined with other data can link to a specific individual or identity.

When emailing documents containing PII, all Grantees and MD Labor staff must use password-protection, encryption-preferred, strong authentication procedures, and/or other security controls to make the information inaccessible to unauthorized individuals. Physical records must be kept in locked offices or file rooms. If the file room is shared with other programs, and/or staff other than staff authorized for this program have access to that room, then the files must be maintained in locked cabinets.

¹⁴ DWDAL's Policy Issuance on privacy and data security can be found here:
<http://www.labor.maryland.gov/employment/mpi/>.

FAIR PRACTICES AND ACCESSIBILITY

It is MD Labor's policy that all persons have equal opportunity and access to services and facilities without regard to race, religion, color, sex (including pregnancy, childbirth and related medical conditions, transgender status, gender identity, and sexual orientation), marital status, genetic information, age, national origin or ancestry (including Limited English Proficiency), disability, veteran status, political affiliation or belief, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA. Grantees working with participants in need of accommodations are responsible for securing the necessary support. Grantees may refer to MD Labor's Nondiscrimination Plan¹⁵ and Language Access Plan¹⁶ for more information on accommodations and services.

¹⁵ MD Labor's Nondiscrimination Plan is available at the following link:

<http://www.labor.maryland.gov/employment/ndp/>.

¹⁶ The DWDAL and Division of Unemployment Insurance Language Access Plan is available at the following link:

<http://www.labor.maryland.gov/employment/wioa-access.pdf>.

REFERENCES

LAW

- MD. Code, Labor and Employment Article [§ 11-1401 - § 11-1407](#); and,
- [Social Security Act, Title IV](#) (42 U.S.C. 601 *et seq.*).

REGULATION

- COMAR [10.37.01.01 – 10.37.01.07](#); and,
- 20 CFR Part 651, “[General Provisions Governing the Wagner-Peyser Act Employment Service.](#)”

OTHER RESOURCES

- [DWDAL Policy Issuance Page](#);
- [Language Access Plan](#);
- [MD Labor’s Nondiscrimination Plan](#); and,
- [Understanding how Maryland’s employee protection laws apply to residential service agencies \(RSAs\) and personal care aides \(PCAs\).](#)

ATTACHMENTS

- Attachment A – Sample Grant Award Notification
- Attachment B – Sample Monthly Program Report
- Attachment C – Sample Monthly Fiscal Report
- Attachment D – Sample Invoice

NOTICE OF GRANT AWARD

Grantee: _____

Grant No: _____ Date: _____

New: Amendment No: _____ Grant Period: Start Date: _____ End Date: _____

Amount of Grant \$ _____

Grant Name: **Direct Care Workforce Innovation Program**

Grantee Organization Name: _____

Grantee Organization Address: _____

Grantee Contact Person Name/ Title/ Phone#/ Email Address: _____

Grantee Employer Identification Number (EIN): _____

LABOR Program Manager's Name / Email: Brittney Hansen/ brittney.hansen@maryland.gov

This Grant award consists of and is subject to the **DIRECT CARE WORKFORCE INNOVATION PROGRAM GRANT AGREEMENT** on the attached sheets.

For Department Internal Use Only

MARYLAND LABOR APPROVAL

Labor Approval Signature:

DATE:

**MARYLAND DEPARTMENT OF LABOR
DIRECT CARE WORKFORCE INNOVATION PROGRAM
GRANT AGREEMENT**

THIS DIRECT CARE WORKFORCE INNOVATION PROGRAM GRANT AGREEMENT (this "Agreement") is entered into as of the Effective Date (as defined herein) by and between the **MARYLAND DEPARTMENT OF LABOR**, a principal department of the State of Maryland (the "Department" or "LABOR"), and **[INSERT GRANTEE NAME]** (the "Grantee").

RECITALS

- A. This Agreement is issued pursuant to Annotated Code of Maryland, Labor & Employment Article, §§ 11-1401 through 11-1407, (the "Act") and the policies adopted thereunder. The Act establishes the Direct Care Workforce Innovation Program (the "**Direct Care Workforce Innovation Program**" or the "**Program**").
- B. The purpose of the Direct Care Workforce Innovation Program is to provide matching grants that create and expand upon successful recruitment and retention strategies that address the range of potential barriers to increasing the number and availability of direct care workers across Maryland.
- C. In reliance upon the representations and certifications contained in the **[INSERT NAME OF SOLICITATION]** (the "**Proposal**") the Department has approved the award of funds to the Grantee to carry out a workforce training plan.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

- 1) Grant.
 - a) In consideration of the various obligations to be undertaken by the Grantee pursuant to this Agreement, the Department agrees to provide the Grantee with funds up to the amount of **[INSERT AWARD AMOUNT]** (the "**Grant**") to be used for the purposes of funding the Grantee's Proposal, including the Workforce Training Plan, related implementation, budgets and appendices, as amended and approved by the Department (herein collectively referred to as the "**Project**"), on file at LABOR.
 - b) Grantee agrees to use the Grant only for the approved Project. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the *Direct Care Workforce Innovation Program* Policy and any other guidance provided by the Department.
 - c) Grantee agrees that the Grant will be expended in conformity with the requirements and provisions of the Act, this Agreement, the Grantee's Project on file at LABOR, and any amendments thereto, and any programmatic, financial, or other implementation policies determined by the Department.
 - d) Grantee expressly acknowledges that pursuant to MD Code, Labor and Employment, § 11-1405, Grantee:

- i. may use not more than ten percent (10%) of the funds of the grant for costs associated with the administration of the Project;
 - ii. shall use at least five percent (5%) of the funds of the Grant to provide direct financial assistance, such as supportive services, to direct care workers to support the financial needs of the direct care workers to enter, remain enrolled in, and complete the Project assisted by the Grant; and,
 - iii. shall use the grant to supplement, and not supplant, the amount of funds that, in the absence of the grant, would be available to address the recruitment, retention, or advancement of direct care workers served by the Grantee.
- e) The Department reserves the right to amend or revise the requirements if necessary for the effective administration of the Program.

2) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before **[INSERT END DATE]** unless otherwise approved in writing by the Department.
- b) Grantee shall expend the Grant in accordance with the Approved Project Budget as agreed to between the parties and in accordance with the *Direct Care Workforce Innovation Program* policy.
- c) All costs incurred by Grantee before the date of this Agreement and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense.
- d) If, upon completion of the Project, there are cost savings, unspent disbursements, and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- e) Grantee shall establish and maintain fiscal control of all Grant funds and shall comply with generally accepted accounting procedures for tracking of funds.
- f) Grantee shall be subject to financial review or audit by Program Monitors, Fiscal Monitors or other Department designees throughout the duration of the Grant Period and up to three years following the conclusion of the Grant.
- g) By accepting State funds, the Grantee hereby agrees to repay any funds that have been determined by the Department, after review by the Program Monitor and opportunity to cure by the Grantee, to have been misspent, misapplied or otherwise not properly accounted for, and further agrees to pay any collections fees that may subsequently be imposed by the State Government.

3) Commencement and Completion of the Project; Inspection and Supervision; Licensing, Approval, and Compliance; Subgrantees; Changes.

- a) Grantee shall commence the Project on the date specified in the Approved Project Budget to be determined between the parties (the “**Commencement Date**”).
- b) Grantee shall complete the Project on the date set forth in the Approved Project Budget (the “**Completion Date**”), but not later than **[INSERT END DATE]**.
- c) The Project shall commence and conclude within the Grant award period.

- d) The Department may, as it deems necessary, supervise, evaluate and provide guidance and direction to Grantee in the conduct of activities performed under this Grant. However, failure of the Department to supervise, evaluate, or provide guidance and direction shall not relieve Grantee of any liability for failure to comply with the terms of the Grant award.
 - e) The Department must approve all changes to the Project, the Approved Project Budget, or any other term of this Agreement, including, but not limited to, modifications to the scope of work of the Project, modifications to the Approved Project Budget, and Completion Date as stipulated in the *Direct Care Workforce Innovation Program* policy.
 - f) Requests for Grant extension must be submitted in writing at least 90 days prior to the end of the Grant period, unless otherwise agreed upon by the parties. Extensions are determined at the sole discretion of the Department.
 - g) Grantee ensures that all Partners, Training Providers, and/or Subgrantees involved in the Project Plan possess and maintain any and all necessary licenses and approvals, certifications, and are in compliance with all applicable State and federal laws and regulations. Such approvals, licensing, certifications, and compliance include, but are not limited to the laws, regulations, and policies of:
 - i) Maryland Unemployment Insurance;
 - ii) Maryland Occupational Safety and Health (*MOSH*);
 - iii) The Comptroller of Maryland;
 - iv) The Maryland Department of Health; and,
 - v) The Maryland Higher Education Commission.
 - h) Grantee shall ensure that all necessary approvals for the commencement of Project have been obtained, including all applicable certificates, permits and licenses. Grantee shall maintain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project throughout the duration of the Project.
 - i) Grantee must provide prior written notice to the Department of any proposed subgrant under this Grant award. Grantee shall ensure that any Partners, Training Providers, and/or Subgrantees who become involved in the Project subsequent to the date of this Agreement possess and maintain any and all necessary licenses, approvals, certifications, and are in compliance with all applicable State laws and regulations. Failure to comply with this provision could result in denial of Grant funding or the required repayment of Grant funds.
- 4) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse Grant funding until Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction.
- 5) Leveraged Resources.
- a) In addition to the Grant, Grantee shall (i) have written commitments to receive other funds and in-kind contributions for the Project; or (ii) have already received other funds and in-kind contributions for the Project (collectively, "**Leveraged Resources**").
 - b) Leveraged Resources shall be described by source, use and amount in the Approved Project Budget, in program records and financial reports, and may be used only for costs allowable under the terms of the Project, and any mutually agreed upon amendments thereto.

- c) Upon request Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Leveraged Resources. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Leveraged Resources. In the event the Department determines, in its sole discretion, that all or any portion of the Leveraged Resources are not available, are not going to be disbursed to Grantee for any reason, or that Leveraged Resources received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

6) Disbursement of the Grant.

- a) Upon receipt of a proper invoice the Department will disburse funds to Grantee on a monthly basis pursuant to the Policy and based on the performance of the Grantee as determined by the Department. A “proper invoice” shall include any receipts, proof of expenditure or other documentation required by the Department.
- b) The Department has the right to withhold or modify the disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any Request for Payment.

7) Records, Inspections and Reports.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee’s Board of Directors or Partner Meetings if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the “**Records**”). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department pays the final invoice.
- ii) Grantee shall make the Grantee’s administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department pays the final invoice. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department throughout the Grant period and through the subsequent record retention period.
- iii) Grantee shall cause to be maintained for the Department’s inspection the books, accounts, and records of contractors and Subgrantees in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

- b) Inspections. During the term of this Agreement and for a period of three (3) years following the date the Department pays the final invoice, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision shall survive the term of this Agreement.

c) Reports.

- i) Grantee agrees to comply with guidelines issued by the Department including, but not limited to:
 - (1) Monthly Program Report;
 - (2) Monthly Fiscal Report; and,
 - (3) Monthly Invoice Report.
- ii) Grantee shall provide the Department with Financial and Programmatic Reports on a monthly basis (the “**Monthly Reports**”) in the form required by Department Policy.
- iii) The Monthly Reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Approved Project Budget, and benchmarks reached.
- iv) Twelve months after Grantee completes the Project, Grantee shall submit to the Department a **Final Report** providing a narrative summary of the effectiveness of funded training, any problems encountered in completing the Project, quantitative outcomes, and such other information as the Department requires. This report will compare projected outcomes to actual program impact and, where applicable, include a rationale for the failure to meet any projected goals. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- v) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

8) Default and Remedies.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Approved Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project timely and in conjunction with the approved Project, or otherwise unsatisfactory performance or completion of the Project, in the Department’s sole determination; (iv) Grantee’s bankruptcy, insolvency, or the dissolution or liquidation of Grantee’s business organization or assets; or (v) a change in Grantee’s staffing capacity that adversely affects Grantee’s ability to carry out the Project, in the Department’s sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee’s bankruptcy, insolvency, or the dissolution or liquidation of Grantee’s business organization or assets, the Department’s right to terminate this Agreement shall be immediate.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds.

- ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; or
- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) The Parties may mutually agree to terminate this Agreement without cause. Termination of the Agreement will not release the party(ies) from any prior commitments, obligations, or transactions occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination date.
- e) In addition to the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.
- f) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default, mutual agreement, or completion of the Project.

9) Grantee's Certifications.

Grantee certifies that:

- a) Grantee has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
 - b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
 - c) The representations, statements, and other matters contained in the Approved Proposal and any amendments thereto are and remain true and complete in all material respects.
 - d) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
 - e) Grantee has not had any State, federal or local funding or funds rescinded or terminated for any reason other than nonappropriation.
 - f) Grantee will operate this Project in compliance with State and federal laws and regulations.
- 10) Liability. Grantee shall hold harmless and indemnify the Department and the State of Maryland ("State") from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Grantee or its Subgrantees or subcontractors under this Grant. This indemnification clause shall not be construed to mean that the Grantee shall indemnify the Department or the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the Department or the State or the

State's employees. The Department and the State have no obligation to provide legal counsel or defense or to the Grantee or its Subgrantees or subcontractors in the event that a suit, claim, or action of any character is brought by any person as a result of or relating to the Grantees performance under this Grant. The State has no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its Subgrantees or subcontractors as a result of or relating to the Grantees performance under this Grant. The Department and State are not deemed to have waived any immunity that may exist in law, regulation or otherwise. This Section shall survive the term of this Agreement.

- 11) Indemnification. Grantee agrees that all costs incurred by the Department or State as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately, and without notice, due and payable by Grantee to the Department. Any assumption of liability or indemnification is not to be deemed as a waiver to any immunity that may exist in law, regulation or otherwise. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- 12) Applicability to Subgrantees, Contractors, and Agents. Where performance of the Project is to be carried out by any Subgrantee, contractor, or agent of Grantee, Grantee shall make the provisions of this Agreement binding on such Subgrantee, contractor, or agent. This shall be accomplished by a written agreement or contract between Grantee and any Subgrantee, contractor, or agent. The term "**Grantee**" as used in this Agreement, shall be interpreted to include any Subgrantee, contractor, or agent of Grantee. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement.
- 13) Intellectual Property. To the extent practicable and consistent with the law, any intellectual property developed as a result of a Grant award shall remain in the public domain.
- 14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
 - a) Grantee certifies that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, sexual orientation, gender identification or expression, race, color, creed, national origin, veteran's status or genetic information; (b) sex or age, or except when age or sex constitutes a bona fide occupational qualification; or (c) the physical or mental disability of a qualified individual with a disability.
 - b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, and credit practices, including:
 - i) Titles VI and VII of the Civil Rights Act of 1964;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) The Americans with Disabilities Act of 1990; and,
 - iv) Maryland Annotated Code, State Government Article, § 20-601 *et seq.*
 - c) Grantee shall comply with the State of Maryland's policy concerning drug and alcohol free workplaces, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. The Grantee must remain in compliance with these policies throughout the term of this Agreement.
 - d) Grantee agrees to maintain confidentiality of records as required by applicable law and regulation, including but not limited to Md. Code. Ann., Gen'l Prov. Art. §4-201, Lab & Empl. Art. § 8-625, COMAR 09.01.04, 09.33.01, and 42 U.S.C. § 503.

15) Non-Sectarian Certifications.

- a) Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be delivered:

- a) Via electronic mail to dlwdaldcwip-labor@maryland.gov.
- b) Communications to Grantee shall be directed to the party identified in the Proposal as the Lead Applicant.

17) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.

18) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

19) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements not otherwise incorporated into this Agreement between the parties hereto with respect to the Grant.

20) Governing Law. This Agreement shall be governed by, subject to, and construed according to the laws of the State of Maryland. The Grantee, Subgrantees, and their contractors shall comply with all applicable federal, State, and local laws.

21) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall remain in effect until the Department's receipt and approval of the Final Report.

22) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

23) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant,

certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.

- 24) Progress of the Project. If the Project is not being completed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require Grantee to accept additional technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 25) Due Credit. Grantee shall give due credit to the Department. The Department shall be credited on all media announcements, billboards, and educational materials produced under the scope of this Grant award by the inclusion, where feasible, of the following language: "This project was funded in whole or in part by funds received from Direct Care Workforce Innovation Program, a Grant program of the Maryland Department of Labor."
- 26) _____ Initials here Waiver of Maryland's Public Information Act. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department is required to disclose information about the Project to the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. Such information that may be disclosed to any of the foregoing, including the public, may include the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. This information may be confidential under Maryland's Public Information Act, General Provisions Article, Section 4-101 *et seq.* of the Annotated Code of Maryland (the "**Public Information Act**"). If Grantee does not want this information made available to the above referenced parties, Grantee must attach a written objection to this Agreement. If an objection is received, the Department will notify Grantee if a request is received pursuant to the Public Information Act and will review the listed objections to make a determination if disclosure is required by law.
- 27) Contingent Upon Appropriations. If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Agreement, this Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either the State's rights or either Party's right under any termination clause in this Agreement. The effect of cancellation of the Agreement hereunder will be to discharge both parties and the State agencies from future performance of the Agreement, but not from their rights and obligations existing at the time of termination.

WITNESS the hands and seals of the Department and the Grantee.

WITNESS/ATTEST:

GRANTEE:

By: _____ (SEAL)

Name:

Title:

Date

MARYLAND DEPARTMENT OF LABOR, a principal
department of the State of Maryland

By: _____ (SEAL)

James E. Rzepkowski, Assistant Secretary

Division of Workforce Development and Adult Learning

Date Executed on behalf of Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

This __ day of __, 202_

Assistant Attorney General, Maryland Department of Labor

Direct Care Workforce Innovation Program
MONTHLY PROGRAM REPORT

This Monthly Program Report must be completed by Direct Care Workforce Innovation Program grantees. Monthly program reports are due no later than the 5th day of the month following the month of reported activity.

Month Ending: **XXXXXX**

Grantee:

SECTION A. PROGRAM REPORT

Grant Narrative:

<p>Briefly describe your grant and the activities being performed:</p>
--

Participant/Activity Category	New Activity	Cumulative Activity to Date	Comments
Total number of participants served			
Total number of individuals recruited			
Total number of participants to complete training			
Total number of participants to earn an industry-recognized certification or credential			
Total number to achieve a measurable skills gain			
Total number of participants placed into unsubsidized employment as a direct care worker			
Median earnings for individuals placed into unsubsidized employment			
The number of individuals assisted by direct care workers via the program			
Retention at six months after exit			
Retention at twelve months after exit			
TOTAL PARTICIPANTS			

The below fields are mandatory and a narrative must be supplied;

I. Summary of Grant Progress

Please include a description of all:

- A. key activities completed;
- B. performance improvement efforts being undertaken to meet goals for the performance year if projected goals for the quarter are not currently being met; and,
- C. additional activities performed by both the grantee, if applicable.
- D. Those grantees who have no changes to report on the above items relative to previous reports should indicate so, in addition to indicating the reason for their lack of changes.

II. Progress of Grant Timeline

Provide any updates for the progress of the approved grant timeline/work plan, including program activities and key deliverables.

Include any challenges or concerns the project has encountered that may have affected or slowed grant progress of the timeline/work plan and how the project intends to resolve them.

Describe the next steps or key areas of emphases planned for the project in the next month.

III. Description of Outreach Efforts

Provide a description of the outreach efforts taken, including strategies for reaching individuals with barriers to employment and TANF recipients.

IV. Description of Supportive Services and Benefits Provided

Please report on the following:

- A. a description of the type(s) of services offered,
- B. how they were delivered, and
- C. how they contributed to a participant's ability to fully participate in grant-funded activities.

V. Description of Specific Efforts or Strategies to Reduce Barriers to Recruitment, Retention, or Advancement of Direct Care Workers

VI. Description of How the Project is Measuring Satisfaction of Participants and Participating Employers

Please include any qualitative and/or quantitative data on satisfaction.

VII. Key Issues and Technical Assistance Needs

Summarize significant opportunities, issues, or challenges (such as under-enrollment) encountered during the period and any resolution of issues and challenges identified in previous periods. Furthermore, describe any actions taken or plans to address issues.

Describe any questions you have, as well any technical assistance needs.

Grantees who have nothing to report should indicate so.

VIII. Significant Activities, Accomplishments, and Success Stories

This section is intended to provide additional, more in-depth information than the summary section about promising approaches, new processes, and/or lessons learned.

Report on any other significant activities and accomplishments.

Describe in detail promising approaches, innovative processes, lessons learned, and grant- and participant-level success stories in this section each quarter, as appropriate.

Additionally, if appropriate, please highlight one or two grant- or participant-level “success stories” from the grant per quarter, with the participant’s expressed permission (if providing a participant success story).

In documenting success stories, please describe:

- background, problem, issue, or concern prior to project involvement;
- response or intervention provided by the project;
- results and outcomes, including who benefited and what changed or improved; and
- evidence of the success, including how the data was obtained and the methods used to measure success.

Grantees can also include promising practices and success stories as additional documents for upload.

Grantees who have nothing to report should indicate so.



SUBMISSION INSTRUCTIONS:

Participating Direct Care Workforce Innovation Program grantees must submit monthly program reports by email to Brittney Hansen at brittney.hansen@maryland.gov.

Monthly program reports are due no later than the 5th day of the month following the month of reported activity.

FINANCIAL MONTHLY REPORT

Award #: **TBD**

Grantor: Maryland Department of Labor

Grantee Name: **ADD NAME**

For the Month of: **ADD MONTH/YEAR**

Please complete the blue shaded areas.

SUMMARY OF EXPENDITURES				
EXPENDITURES	Approved Budget	Monthly Net (= invoice)	Total Accrued Expenditures (cumulative amount)	Variance (over/under budget)
Staff Salary/Wages				
Staff Fringes				
Supplies				
Contractual				
Participant Training				
Stipends				
Supportive Services				
Other				
Indirect				
Administrative				
Total Expenditures and Monthly Invoice Amount				

Unliquidated Obligations	n/a	n/a		n/a
Total Obligation (sum of expenditures and unliquidated obligations)	n/a	n/a		n/a

SUMMARY OF RECEIPTS				
Total Cash Received	n/a	n/a		n/a
Total Cash Disbursements	n/a	n/a		n/a

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award document. I am aware that any false, fictitious or fraudulent information may subject me to criminal, civil or administrative penalties.

Authorized Signature:

Date

Print Name and Title:

Telephone #

PLEASE E-MAIL THE COMPLETED AND SIGNED MONTHLY REPORT TO:

Brittney Hansen at brittney.hansen@maryland.gov

The report is due no later than the 5th of each month.

INVOICE

Remit Payment To:

Company Name:

Address:

Address:

Bill To:

Maryland Department of Labor

DWDAL Fiscal Administration

1100 N Eutaw Street, Room 209

Baltimore, MD 21201

Grant Award # _____

Award Amount: \$ _____

Invoice No.: _____

Invoice Date: _____

Description	Amount
	\$

\$
TOTAL Due

Authorized Signature

Date

Printed Name

Date