

LARRY HOGAN
Governor

BOYD K. RUTHERFORD
Lt. Governor

KENNETH C. HOLT
Secretary

OWEN McEVOY
Deputy Secretary

OFFICE OF STATEWIDE BROADBAND

Application Form Maryland Emergency Broadband Benefit Program

App	<u>licant Information</u>
Lega	al Name of Service Provider:
Fede	eral EIN Number:
	Attach a copy of your most current IRS W-9 Form
Add	ress:
Stre	et:
City:	
Cou	nty:
State	e: Zip:
<u>Gene</u>	eral Information
# of	MD Households anticipated being eligible for MEBB:
Tecl	nnology used to service the customers:
	Check all that apply
	Fiber Optics to the Premise
	Coax to the Premise
	Unlicensed Fixed WirelessFrequency Band:
	Licensed Fixed Wireless Frequency Band:
	Other:





Contact Information

This should be the person coordinating all elements of this application for the Applicant. This is the person the Office will contact with any questions regarding the application.

Name:	Title:
Email:	Phone:
<u>Certification</u>	
	d belief, the information contained in this nave the authority to sign this document.
Authorized Representative Name:	
Title:	
	Date:
Signature	





OFFICE OF STATEWIDE BROADBAND MARYLAND EMERGENCY BROADBAND BENEFIT PROGRAM (MEBB Subsidy)

THIS MARYLAND EMERGENCY BROABAND BENEFIT AGREEMENT ("Agreement") is entered into as of the Effective Date (defined herein) by and between the Department of Housing and Community Development ("Department"), a principal department of the State of Maryland, and _______, the Internet Service Provider ("ISP") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Department received funds (the "ARPA Funding") through Section 9901 of the American Rescue Plan Act, 2021, Pub. L. No. 117-2 (March 11, 2021) (including any future amendments and modifications, the "Act"); and

WHEREAS, use of the ARPA Funding is subject to the Act, and the rules, regulations and guidance of the agencies and departments of United States of America issued in connection therewith (including any future supplements, amendments and modifications, the "Guidance"); and

WHEREAS, the Department established the Maryland Emergency Broadband Benefit (MEBB) Program (the "**Program**") to partially subsidize the costs of broadband service, for eligible subscribers in the State of Maryland (the "**State**") who are among those most likely to be financially impacted by the COVID-19 public health emergency; and

WHEREAS, the Department intends to distribute ARPA Funding through the Program by providing financial assistance in the form of broadband subsidies to "Eligible Households" (as defined herein); and

WHEREAS, in accordance with the Act, the Department may make payments of broadband subsidies to Internet Service Providers on behalf of Eligible Households to defray the cost of broadband service for these qualified households; and

WHEREAS, the ISP provides broadband service to one or more Eligible Households, and the ISP desires to assist Eligible Households in its subscriber base by submitting requests for MEBB subsidies and receiving MEBB subsidy payments on behalf of such Eligible Households to defray their broadband service costs.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Department and ISP agree as follows:

1. Purpose and Scope.

- 1.1 Through the Program, as applicable to and consistent with the Act and Guidance, the Department will employ ARPA Funding to provide MEBB subsidy payments to internet service providers with Eligible Households in their subscriber base.
- 1.2 The Department will distribute subsidy payments (each a "MEBB Subsidy Payment") to ISP, based on the number of Eligible Households identified by the ISP in its subscriber base, in order to defray broadband service charges for Eligible Households for the twelve (12) month period beginning September 1, 2021 through August 31, 2021 (the "MEBB Subsidy Period"). The Department may, but is under no obligation to, provide MEBB Subsidy Payments for unpaid broadband charges incurred outside of the MEBB Subsidy Period set forth above. In no event shall the Department pay subsidies against outstanding broadband costs for more than a total twelve (12) month period.
- 1.3 "Eligible Households" are defined as those households that have already been approved to receive the federal Emergency Broadband Benefit (EBB). The full amount of the federal EBB is to be applied each month to the subscriber broadband charge before the Eligible Household may be qualified to receive the MEBB. The MEBB Subsidy Payment shall not exceed fifteen (\$15.00) per month, and shall be applied to the remaining monthly portion of the Eligible Household's subscriber broadband charge.
- 1.4 In no event shall MEBB Subsidy Payments requested or made under this Agreement result in payments that are entirely duplicative of any federally funded assistance provided to or for the benefit of Eligible Households and/or applied to any costs that have been or will be reimbursed under any other federal, state or local assistance.
- 2. **Term.** The term of this Agreement shall commence on the date that it has been fully executed (the "**Effective Date**") and shall continue through and until December 30, 2022, unless (i) extended by the Department with the approval of the Secretary of the Treasury, if necessary, or (ii) terminated earlier pursuant to Section 7.

3. MEBB Subsidy Payments.

3.1 **Submissions**.

- 3.1.1 During the term of this Agreement, ISP will assist Eligible Households by submitting for and receiving monthly MEBB Subsidy Payments on behalf of all Eligible Households in its Maryland customer base.
- 3.1.2 Each monthly submission made on behalf of an Eligible Household shall be separately considered a "**Request**" made by or on behalf of the households identified in such submission for purposes of this Agreement.
- 3.1.3 Each Request shall identify the Eligible Household by address as well as identify the broadband charges assessed by the ISP for the month for which a MEBB Subsidy Payment is being requested.

- 3.1.4 Each Request shall be submitted in substantially similar format to the spreadsheet attached hereto as **Exhibit A**.
 - 3.1.5 Prior to submitting a Request for an Eligible Household, the ISP shall:
- 3.1.5.1. Confirm the Eligible Household is registered to receive federal EBB; and
- 3.1.5.2. Confirm that there remains an outstanding amount due for that month's broadband charge for the Eligible Household, after the federal EBB has been credited.
- 3.1.6 The Department may require the ISP to submit such other and further documents and information as it determines, in its sole and absolute discretion, is necessary or appropriate to ensure that MEBB Subsidy Payments are authorized and in compliance with the Act and Guidance and/or to comply with recordkeeping and data collection requirements of the United States Department of Treasury.

3.2 Amounts of MEBB Subsidy Payments.

- 3.2.1 To the extent that ARPA Funding is available under the Program, the Department will make MEBB Subsidy Payment(s) to ISP, on behalf of Eligible Households, for up to Fifteen Dollars (\$15.00) of the payable broadband charges identified per household, in each Request.
- 3.2.2 The exact amount of the monthly MEBB Subsidy Payment shall be determined by what remains unpaid after the application of the monthly federal EBB for the Eligible Household, but shall, in no event, exceed \$15.00.
- 3.3 <u>Manner of Payment</u>. The ISP understands and agrees that the MEBB Subsidy Payment shall be made to the ISP by electronic funds transfer or such other manner as is determined by the Department. The ISP will provide all necessary information to the State to facilitate these payments.

4. Representations and Warranties

- 4.1 The ISP represents and warrants to the Department, as of the Effective Date, as follows:
- 4.1.1 The ISP is in good standing with the State Department of Assessments and Taxation.
- 4.1.2 The ISP has full power and authority to enter into this Agreement and to incur and perform all obligations and covenants contained herein.
- 4.1.3 The ISP has obtained the prior consent to and approval to enter into this Agreement, and to undertake each of the obligations, covenants and agreements contained herein, from all owners, shareholders, partners, managers, members, investors, lenders,

governmental authorities and other persons and entities that are required or entitled to consent to or approve this Agreement, and any obligations, covenants and agreements contained herein, and that the individual executing this Agreement has been duly authorized to act on behalf of the ISP and has executed this Agreement free from coercion, duress or undue influence.

- 4.1.4 The ISP understands and agrees that failure to be in compliance and remain in compliance with the Maryland Emergency Broadband Benefit Program rules may result in the denial of funding, cancellation of funding commitments, and the recoupment of past disbursements.
- 4.2 In addition to the representations and warranties made at the time of this Agreement, each time that the ISP submits a Request, the ISP represents and warrants to the Department as follows:
- 4.2.1 The representations and warranties contained in Section 4.1 remain true, accurate and complete as of the date of the Request to the Department.
- 4.2.2 The eligibility requirements identified in Section 1.3 are met as to the Households identified in the Request.
- 4.2.3 The payable broadband charges identified in the Request were incurred during the MEBB Subsidy Period, and, to the best of the ISP's knowledge, information and belief, the Eligible Households listed have not utilized any other public (federal, state or local) or private subsidy or assistance to pay the portion of the broadband charges for which MEBB Subsidy Payments have been requested.
- 4.2.4 ISP has not applied for any other financial assistance on behalf of the Eligible Households to offset the broadband charges identified in the Requests, and does not anticipate receiving payments from any other source for any portion of such unpaid broadband costs which would violate Section 5.4 of this Agreement.

5. <u>Covenants and Agreements</u>. ISP covenants and agrees as follows:

- 5.1 <u>Notice to Customers of Opportunity for MEBB Assistance</u>. ISP shall, within thirty (30) days of the Effective Date, notify all Eligible Households of the existence of this Agreement and the availability of relief under the MEBB Program for Eligible Household by delivering a notice substantially in the form attached hereto as <u>Exhibit B</u>.
- 5.2 Notice to Customers of Receipt of MEBB Assistance. ISP shall provide prompt notice to Eligible Households on whose behalf it receives MEBB Subsidy Payments under this Agreement (a) that MEBB Subsidy Payments have been made on their behalf for the month, and (b) what payment remains due after application of the Federal and State broadband benefit. Notice shall be substantially in the form provided at Exhibit C.
- 5.3 <u>Waiver of ISP Right to Disconnect Service</u>. In exchange for each MEBB Subsidy Payment, ISP shall:

- 5.3.1 Agree not to disconnect the service of any Eligible Household for which the ISP has applied for or received a MEBB Subsidy Payment, based on failure to pay, for at least thirty (30) days from the date the ISP receives the MEBB Subsidy Payment.
- Other Payments. ISP shall not accept any other payments for broadband charges covered by a MEBB Subsidy Payment for any month for which a MEBB Subsidy Payment is made, from the Eligible Household, or from any person on behalf of the Eligible Household. Any such payments received shall be returned to the payor. Notwithstanding the foregoing, the ISP shall not be prohibited under the terms of this Agreement from applying for, requesting, obtaining and/or accepting financial assistance for portions of the subscriber's broadband charge which remain due and owing after receipt of MEBB Subsidy Payment(s), provided that:
- 5.4.1 Any applications or requests for Alternative Financial Assistance made by the ISP, and the receipt and acceptance of any such Alternative Financial Assistance, shall not be made or received in violation of any provision of the Act, the Guidance, or any other state, local or federal laws regarding duplication of benefits or duplicative payments of federally funded broadband assistance;
- 5.4.2 The acceptance and receipt of any Alternative Financial Assistance shall not cause any MEBB Subsidy Payment to be considered an ineligible expense under the Act or Guidance;
- 5.4.3 The ISP's acceptance and receipt of any Alternative Financial Assistance shall have no adverse impact or consequences to the Eligible Household or the Department;
- 5.4.4 In the event that the Department, or any agency or department of the United States of America, determines that the ISP applied for, requested, received or accepted any Alternative Financial Assistance in violation of the Agreement, the Act, the Guidance or any other state, local or federal laws regarding duplication of benefits or duplicative payments of federally funded broadband assistance to an Eligible Household, the ISP shall immediately repay the person(s) from whom the Alternative Financial Assistance was received the full amount of such Alternative Financial Assistance.
- 5.5 ISP shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement, including providing the Lobbying Certification attached at **Exhibit D**.

6. Confidential Information

6.1 Subject to the Maryland Public Information Act and any other applicable laws, all confidential information and documentation provided by ISP, including but not limited to household-specific information or confidential commercial/financial information of ISP shall be held in confidence by the Department. The Department shall, however, be permitted to disclose relevant confidential information to its officers, agents, and personnel, to the extent that such disclosure is necessary for the performance of their duties under this Agreement.

6.2 Upon request, the Department shall be authorized to provide documentation of any MEBB Subsidy Payment(s) to the Eligible Household on whose behalf such Payments were made.

7. **Default**

- 7.1 ISP's breach of any representations, warranties, obligations, agreements, or certifications under this Agreement shall constitute an event of default, for which the Department will provide thirty (30) days' notice and an opportunity to cure, if the default is curable. A default that is not curable, or which is not cured within the 30-day cure period, shall constitute a final default ("**Final Default**").
- 7.2 Upon Final Default, the Department may take any one or more of the following actions:
 - 7.2.1 Terminate this Agreement;
- 7.2.2 Require immediate repayment of the MEBB Subsidy Payments or any portion thereof;
 - 7.2.3 Proceed with debarment actions under COMAR 05.01.05.01 et seq.; and
- 7.2.4 Enforce any other rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.
- 8. **Indemnification.** ISP releases and agrees to defend, indemnify, and hold harmless the Department, and each of its officials, employees and agents, from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, expenses, and proceedings of any kind whatsoever (including but not limited to reasonable attorney's and expert's fees and costs), whether or not involving a third-party claim, that are caused by, relate to, or arise from this Agreement.
- 9. **Nondiscrimination in Employment.** ISP agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test, and to comply with other non-discrimination provisions of federal and State law.
- 10. **Drug and Alcohol Free Workplace**. ISP warrants that it shall comply with the State's policy concerning drug and alcohol free workplaces as set forth in COMAR 01.01.1989.18.
- 11. **Retention of Records.** ISP shall retain and maintain all records and documents in any way relating to this Agreement for (i) five (5) years after payment by the Department hereunder, or in accordance with (ii) any applicable federal or Department retention requirements or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized

representatives of the Department at all reasonable times. ISP shall provide copies of any such records or documents upon request by the Department.

- 12. **Governing Law.** This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13. **Entire Agreement.** This Agreement, together with any exhibits attached hereto, represents the complete, total and final understanding of the Parties, and no other understanding or representations oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties at the time of the execution.
- 14. **Severability.** If any term, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, then that provision shall be deemed to be deleted and the remaining provisions of this Agreement shall be construed without such provision, and shall, nevertheless, remain in full force and effect as long as the essential terms of this Agreement remain valid, legal, reasonable, and enforceable.
- 15. Amendments and Assignment. This Agreement may not be changed, altered, or modified except by written agreement executed by the Parties. Except for any specific provision of this Agreement which is amended in accordance with this Section, this Agreement remains in full force and effect after any such amendment. This Agreement shall not be assignable or transferable without the prior written consent of the Parties.
- 16. **Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, with a copy via email, as follows:

If to the Department:

Department of Housing and Community Development 7800 Harkins Road Lanham, MD 20706 Attn: Kenrick Gordon, Director Office of Statewide Broadband

Email: kenrick.gordon@maryland.gov

Phone: 301-429-7426

With a Copy to:

Office of the Attorney General Department of Housing and Community Development 7800 Harkins Road Lanham, MD 20706 Attn: Tony Mohan

Attn: I ony Mohan

Email: tony.mohan@maryland.gov

Phone: 301-429-7477

If to the ISP:

- 17. **Exclusive Benefit.** This Agreement is for the exclusive benefit of the Parties. No other person or entity shall have rights under or be deemed a beneficiary of this Agreement.
- 18. **Survival.** The following sections survive termination of this Agreement: Section 4; Section 5; Section 6; Section 7; Section 11; and Section 17.

19. Subheadings and Signatures

- 19.1 Section headings and subheadings in this Agreement are used for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 19.2 This Agreement may be executed in counterparts; all such executed counterparts shall be deemed one agreement. Signatures of the Parties, transmitted by facsimile or by electronic mail printable in tangible form to the other Party, shall be as effective as an original signature delivered by the signing Party.
- 19.3 This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by a Party with the intent to sign the Agreement.
- 20. **Exhibits** The following Exhibits attached hereto are an integral part of this Agreement and are incorporated herein:

Exhibit A: MEBB Subsidy Payment Request Form

Exhibit B: Sample Notice to Eligible Households of Availability of Relief

Exhibit C: Sample Notice to Affected Households of MEBB Subsidy Payments Made

Exhibit D: Federal Funding Conditions regarding Lobbying and Access to Records; Certification regarding Use of Federal Funds for Lobbying.

ISP Name
By:
Title:
Date:
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
By:
(Signing for)
Kenneth C. Holt, Secretary

IN WITNESS HEREOF, the Parties have caused the Agreement to be executed and

delivered on the dates provided below.

THIS FORM AGREEMENT HAS BEEN REVIEWED AND APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL

Exhibit A: MEBB Subsidy Payment Request

ETC			First	First	First	Device
City State ZIP Phone Number General	Street Address		Name	SAC Last Name Name	SAC Last Name	SPIN SAC Last Name
NEW PORT RICHEY AK 34001 8001001001	709 GALWAY DR NEW PO	00	BUGS 3709	m	909993 BUNNY BUGS	144000001 909993 BUNNY BUGS 3
XISSIMMEE AL 34002 8001001002	342 STALLONE CT KISSIMIN		LOLA 134	1	909993 BUNNY LOLA 1	909993 BUNNY LOLA 1
LEARWATER AR 34003 8001001003	212 S CIRUS AVE	01	14	909993 DUCK DAFFY 212	909993 DUCK DAFFY	144000001 909993 DUCK DAFFY 2
CORAL SPRINGS AZ 34004 8001001004	11.7 NW 88TH AVE APT 201 CORAL S	1	MICKEY 4117	4	909993 MOUSE MICKEY 4	144000001 909993 MOUSE MICKEY 4
ACHUA AK 34005 8001001005	16305 NW 118TH PL ALACHUA	\approx	MINNIE 1630		909993 MOUSE MINNIE	144000001 909993 MOUSE MINNIE
FNER AL 34006 8001001006	5433 HAPPY PINES WAY		WINNIE 543	۵,	909993 POOH WINNIE	144000001 909993 POOH WINNIE 5
CAPE CORAL AR 34007 8001001007	320 SE 15TH PL CAPE CO		BUGS 320	(1)	BUGS	909993 BUNNY BUGS
WINTER GARDEN AZ 34008 8001001008	.5300 W COLONIAL DR APT 1107 WINTER		LOLA 153	-	909993 BUNNY LOLA	144000001 909993 BUNNY LOLA 1
SAINT PETERSBURG AK 34009 8001001009	340 STHAVE S	$\stackrel{\smile}{\sim}$	DAFFY 5340	L)	909993 DUCK DAFFY 5	909993 DUCK DAFFY 5
ACOOCHEE AL 34010 8001001010	19602 BOWER RD LACOOG	.00	MICKEY 1960		MICKEY	L 909993 MOUSE MICKEY

EXHIBIT B – NOTICE TO ELIGIBLE HOUSEHOLDS OF AVAILABILITY OF RELIEF FORM



MARYLAND EMERGENCY BROADBAND BENEFIT SUBSIDY

This Maryland Office of Statewide Broadband program provides a temporary discount on monthly broadband bills for qualifying households.



For eligibility and registration in the Federal EBB program visit:

GetEmergencyBroadband.org

Larry Hogan, Governor Boyd K. Rutherford, Lt. Governor Kenneth C. Holt, Secretary Owen McEvoy, Deputy Secretary



OFFICE OF STATEWIDE BROADBAND

REVISED 83121

EXHIBIT C – NOTICE TO AFFECTED HOUSEHOLDS OF MEBB SUBSIDY PAYMENTS MADE FORM

This below notice must appear on your subscriber's billing statement each month the subsidy is provided. The notice shall reference by footnote or other means the MEBB subsidy line on the bill.

Notice to appear on billing statement:

This subsidy was provided by the State of Maryland. The subsidy is available until your August 2022 billing period. After the subsidy expires, you may be responsible for the full cost of your broadband service.

EXHIBIT D – FEDERAL FUNDING CONDITIONS REGARDING LOBBYING AND ACCESS TO RECORDS

A. Certification prohibiting use of federal funds for lobbying

1. The subrecipient shall require that the language of the attached 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 subrecipients shall certify and disclose accordingly.

B. Access to Records

- 1. The subrecipient agrees to provide DHCD, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the subrecipient which are directly pertinent to this MOU for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS

FOR LOBBYING

Undersigned hereby certifies that to the best of its knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned entity, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned entity 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 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 persons who fail 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 failure.

Full Name of Entity Providing Certification		
By:Authorized Signature	Date	
Printed Name and Title		