



Maryland's Office of Overdose Response

PREVENTION • HARM REDUCTION • TREATMENT • RECOVERY • PUBLIC SAFETY



FY2025 Call for Proposals: Competitive Grant Program

January 9, 2023)

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About Maryland's Office of Overdose Response

Maryland's Office of Overdose Response (MOOR) promotes collaboration across all state and local agencies working to address substance use and overdose in the state. MOOR identifies gaps in local substance use disorder resources and disseminates best practices and state resources to fill those gaps. MOOR leads the collaborative process of drafting the state's interagency coordination plan for addressing overdose. All of MOOR's activities align with the State of Maryland policy priorities of Prevention, Harm Reduction, Treatment, Recovery and Public Safety.

Overview

The purpose of MOOR's Competitive Grant Program is to distribute grant funding to the highest-scoring proposals received from state and local governments, as well as from private and not-for-profit community-based partners, that align with MOOR's strategic priorities and serve to meet some of the greatest needs around the State.

The funding available for MOOR's Competitive Grant Program is approximately \$6 million.

Eligibility & Requirements

The following entities are eligible to apply:

1. state agencies;
2. local government entities (including local school systems); and
3. private and not-for-profit community-based partners.
 - Must be a Maryland partners benefitting Maryland residents **Recovery residences must admit consumers who are receiving Medications for Opioid Use Disorder (MOUD) in order to be considered for funding.*

All project proposals must address the overdose crisis via *Prevention, Harm Reduction, Treatment, Recovery and Public Safety*. Additionally, funding will be prioritized for projects that fall within MOOR's priority projects.

An overview of the strategic priorities and priority projects is provided in the chart below.

MOOR Strategic Priorities

Prevention

Prevention efforts include strategies and interventions that seek to prevent current and future substance use. Prevention interventions aim to reduce individual and environmental risk factors while increasing protective factors to prevent or delay the onset of drug use. There are many evidence-based prevention-interventions that also help address the needs and challenges that individuals and families may experience related to the social determinants of health, in addition to helping to prevent substance use.

Harm Reduction

Harm reduction includes programs that engage directly with people who use drugs to prevent overdose, reduce infectious disease transmission, and improve the physical, mental, and social well-being of those served. Harm reduction services include low-threshold options for accessing health care related to substance use, such as wound care or treatment for blood-borne pathogens such, in addition to sterile supplies

Treatment

Substance use disorder is a complex disease, and there is not a one-size fits all approach to treatment. Treatment services, interventions, and care settings should be tailored to provide individuals with the greatest opportunity for successful outcomes. Individuals should be able to access all levels of substance use treatment, ranging from outpatient services to medically managed, intensive residential care. Offering low-threshold options for treatment is especially important, so that people can engage in services when they are ready without facing additional barriers.

Recovery

Substance use disorder is a chronic, relapsing disease, and comprehensive recovery services help support the health and wellness of individuals following periods of active substance use and/or treatment. Like treatment, there is no one-size-fits-all recovery strategy, and resources need to be individualized. Various recovery efforts can help reduce the risk of relapse and overdose by increasing access to fundamental supportive factors, such as counseling, housing, transportation, employment, etc.

Public Safety

Public safety officials are often the first to come into contact with individuals who use drugs and individuals in crisis, and they have the opportunity to connect individuals to essential treatment and recovery services. This sector includes professionals from many settings: police departments, fire departments, emergency medical services, and juvenile and adult corrections. Public safety partners can help create pathways for individuals to receive care rather than entering the criminal-legal system. They can also provide access to treatment and recovery services for incarcerated individuals.

**Applicants with projects aligned with the public safety goals strategies should review the Performance Incentive Grant Funding provided by the Governor's Office of Crime Prevention, Youth and Victim Services.*

Priority Projects for FY25 Funding

- **Evidence-based and promising practices for early childhood prevention interventions**
 - In-home, for new parents/families
 - Addressing Social Determinants of Health
 - Preventing Adverse Childhood Experiences and interrupting intergenerational transmission of trauma and substance use disorder
- **Expanding access to evidence based treatment and harm reduction services for at-risk populations.**
- **Transportation to treatment, harm reduction, recovery services, employment and essential government services**
- **Peer programs in libraries and other community settings.**
 - Placement and employment of peers at public libraries and other community settings to connect people to treatment and recovery services.
- **Supporting employment in recovery**
 - Including, but not limited to, projects focused on supporting workforce development and job training for people in recovery, and creating recovery friendly workplaces
- **Recovery Housing - Extension of time in certified recovery residences**
 - For MCCR Certified Recovery Residences only. Recipients must demonstrate proof of certification, proof that MDRN funding is expended for the period (for residences that are also MDRN certified). Recovery Residences must also allow residents being treated with MOUD to be eligible for funding.

Key Dates

| | |
|---|----------------------------------|
| Call for Proposal Release Date: | Friday, January 9, 2024 |
| Application Deadline: | Friday, March 1, 2024 |
| Award Decisions: | Friday, May 31, 2024 (Tentative) |
| Anticipated Period of Performance: | July 1, 2024 – June 30, 2025 |

Grant Monitors

The Grant Monitors are:

Khalil Cutair

Grants Program Coordinator

Maryland's Office of Overdose Response

Maryland Department of Health

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Grants Program Manager

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Crownsville, MD 21032

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Application Process

As referenced above, the full application package must be submitted to MOOR no later than **Friday, March 1, 2024 at 5:00 P.M.** Late or incomplete applications will not be accepted. The full application package includes the following components:

1. complete application form (PDF **and** Word or Google Docs);
2. complete budget template with the related attachments (PDF **and** Excel or Google Sheets);
3. organization information, including financial statements, audit, etc. (This item applies only to nongovernmental organizations.)
 - a. Letters of support from local government, community organizations or partnerships, while not necessary, are welcome with the application

More information about the application requirements is provided in the Application Form Instructions section beginning on page 8. The application package should be [submitted via Smartsheet form](#), with its provided link. Please complete all fields on the submission form. Contact the grant monitors with any questions. Please note that the submission form is limited to 10 items, less than 25Mb in total. Zipped files may be necessary to reduce the number of files included in your submission.

Application Evaluation

To evaluate these proposals, MOOR will empanel a grants evaluation committee composed of parallel workgroups to score each eligible project. Committee membership will consist of MOOR staff and subject matter experts from various state agencies and nongovernmental organizations with experience related to the opioid crisis and substance use disorder programs and resources. The Grants Evaluation Committee will evaluate the proposals based on the following criteria:

1. **ALIGNMENT WITH MOOR STRATEGIC PRIORITIES** . The project aligns with one or more goals of MOOR's strategic priorities, with consideration as to whether the project fills a gap in service for the community, if there is coordination with other local/regional entities, and if it is either innovative or follows an evidence-based program or practice. Priority will be given for applications which serve one of MOOR's priority projects.
2. **PROVIDES A FULL PROJECT SUMMARY AND PROBLEM STATEMENT**. The project application provides a brief and clear summary of the project to be funded. Additionally, the problem statement section describes why the project is needed and identifies the most significant issues, problems, trends, or opportunities that will be addressed by the proposed project. Furthermore, the project statement describes the target population, adequately explains how the project will impact the target population, and notes whether additional funding streams are available for this project. Applicants shall include a statement indicating how their proposed program will reduce overdose deaths among the population identified at greatest need. If a program does not clearly address the population at greatest need, the applicant shall explain why, e.g- the county was recently awarded a large grant to address high-risk populations, etc.
3. **PROVIDES SPECIFIC AND MEASURABLE PROJECT GOALS AND OBJECTIVES AND PERFORMANCE INDICATORS**. These responses are specific, measurable, attainable, relevant, time-bound, and reflective of the Strategic Priority. The goals, objectives, and performance measures should directly relate to the project for which funds are requested and are significant enough to justify the level of spending requested. Applicants are advised to identify significant performance measures to show project impact, rather than a greater number of less meaningful performance measures.
4. **PROVIDES A REASONABLE AND DETAILED TIMELINE**. The timeline contains key tasks required to successfully implement each project goal, person(s) responsible, target dates for completion, and timeframe for achieving objectives. The timeline adheres to the grant period, that all funds can be expended by June 30, 2025. This timeline must be presented in the following format:

| Goal(s) | Key tasks/activities | Person(s) responsible | Progress Measurement | Begin date | End date |
|--|---|---|---|------------------------------------|--|
| Specific and measurable goals that are relevant signs of project success | What are the steps you will take and tasks you will accomplish in order to achieve the goal | Who is responsible for the key tasks/activities | How will you measure success or completion of task/activity? Please provide list of measures that you will document to assess your own progress towards task/activity | When will the task/activity start? | When will the task/activity end and/or when will the goal be achieved? |

5. **PROVIDES A DETAILED SPEND PLAN.** The spend plan and budget are sufficient to understand how funds will be utilized. The applicant adequately explains how each item in the spend plan is directly tied to the project's goals and objectives. Grantees will identify any other funding sources used to achieve program outcomes. State funds that are being used will also be identified by agency and grant name, and describe how the budgets will work together and not overlap.
6. **PROVIDES A DETAILED PROJECT SUSTAINABILITY PLAN.** MOOR's competitive grant awards are intended to be one-time sources of funds. The applicant provides prospects for ongoing funding at the end of the grant period and approaches to be undertaken to secure future project funding
7. **BUDGET/SPEND PLAN IS REASONABLE AND WITHOUT ERROR.** Budget line justifications are sufficient to understand how funds are intended to be used. Costs directly align with grant project priorities, goals and objectives. Personnel positions, time commitments, and salaries are reasonable for tasks outlined in project summary. Services, purchases, and other expenditures non-governare explained, and directly in line with scope of project. Grantee demonstrates additional financial investment, either internally or from non-MOOR sources, for project. Grantees will identify any other funding sources used to achieve program outcomes. State, local, or federal funds that are being used will also be identified by agency and grant name, and describe how the budgets will work together and not overlap.
8. **DEMONSTRATES FINANCIAL VIABILITY.** The organization has a proven record of success and is in sound financial standing, has adequate financial management systems, is capable of managing grant funds, and presents the strong likelihood of achieving the overall objective(s) of the grant proposal. Further, the organization should have adequate resources/reserves to continue operations while waiting for quarterly reimbursements. All supporting documentation presented by the applicant supports its financial viability.

9. **PAST GRANTEE PERFORMANCE.** For organizations that have previously received MOOR grant funds, consideration is given for their success in grant completion, adherence to initial grant goals and budget, and timeliness and accuracy of reports and backup materials.
10. **LOCAL PARTNERSHIP.** MOOR will conduct a review of applicant organizations through a questionnaire provided directly to Local Health Departments and Behavioral Health Authorities. Local leadership will be asked about their applicant's prior engagement and coordination with local government.
11. **CHECKLIST** All nongovernmental organizations are required to provide certain organizational information, including:
 - a. financial statements (profit & loss statement and balance sheet from prior fiscal/calendar year);
 - b. company description including the number of employees, EIN, and form of organization;
 - c. most recent financial audit (if audited);
 - d. Statement of Good Standing from the Maryland State Department of Assessments & Taxation (must be dated within 60 days of this application);
 - e. current copies of any licensures/certifications necessary to operate in the State of Maryland. Please also disclose any investigations that your organization may be undergoing (licensure or otherwise);
 - f. current copies of any licensures/certifications necessary to operate in the State of Maryland for all service contractors. Please also disclose any investigations that these organizations may be undergoing (licensure or otherwise); and
 - g. Internal Revenue Service (IRS) nonprofit determination and IRS form 990 (if applicable).

With respect to item d. listed above, all organizations must be registered and in good standing with the Maryland State Department of Assessments and Taxation prior to submitting a grant application.

With respect to item e. and f. listed above, all organizations and service contractors must possess the certifications/licensures necessary for the organization to operate prior to submitting a grant application.

The documents referenced above (a. through f.) must be referenced in a single cover page acting as a table of contents

The grant review process consists of three stages. MOOR staff will first perform an initial review to confirm that the application is complete in its entirety. Any applications that are considered incomplete will be removed from consideration by the Grants Evaluation Committee. Then, MOOR's Grants Evaluation Committee, after thoroughly reviewing and scoring each application, will submit a recommendation to the Special Secretary of Overdose Response. The Special Secretary of Overdose Response will make the final determination regarding the Committee's recommendations. Grants of over \$100,000 will be submitted to the Secretary of Health for review and approval.

Funding Specifications

The anticipated period of performance is July 1, 2024 through June 30, 2025. The grant agreement between MOOR and grant recipient must be executed before the project may begin. All grant funds are

awarded on a reimbursable basis, and there is no match required for this funding source. No reimbursements will be provided for expenditures made either prior to grant agreement execution or after grant timeline end date.

A grant applicant may request funding up to \$500,000. Historically, MOOR's average individual grant awards have been between \$100,000 to \$200,000. The grant award is for one fiscal year. Grant funds may be used for project staff salaries and fringe benefits, consultant fees, data collection and analysis, project-related travel, conferences, and other allowable expenses as specified in the allowable/unallowable costs document, linked below. Grant funds may also be expended for a limited amount of essential equipment and minor infrastructure improvements required by the project. MOOR generally does not fund requests for major capital projects. All of the budgeted amounts must directly relate to the grant project's goals and objectives.

Grantees may subcontract with other organizations as appropriate to accomplish the goals of the project, and the role of a subcontractor organization should be explicit in the proposal with regard to achieving the fundamental goals and objectives of the project. Subcontractor expenditures are beholden to the same requirements of substantiation before reimbursement will be made.

Indirect costs may not exceed 10 percent of direct project costs. If an applicant requests indirect costs in this category, items which are considered indirect costs may not be otherwise requested as part of the project. Indirect costs **must be identified, although specifically budgeted amounts are not required.**

For example, if an applicant includes 10% of direct costs as indirect costs in their budget, identified as\as specific indirect expenditures such as rent, administrative services, payroll expense, office supplies, utilities, etc. those items may not be included elsewhere in the budget. Indirect costs must be appropriate to the scope of the project, the number of positions, and project activities. During reimbursement, indirect costs will be reimbursed at a rate consistent with the budgeted amount per request.

Grantees are not permitted to use funds under this program for the following purposes:

- 1) fundraising or lobbying;
- 2) pre-award costs, costs outside the performance period, or costs for services that fall outside of the performance period.
- 3) to supplant existing local, state, or federal funding;
- 4) depreciation expenses; and
- 5) costs related to food or meals for meetings, training, exercises, or similar events unless the following criteria are met:
 - a. meals must be a necessary part of a working meeting (or training) and integral to full participation in the business of the meeting (i.e., food/meals may not be taken elsewhere without attendees missing essential formal discussions, lectures, or speeches concerning the purpose of the meeting or training);
 - b. meals cannot be provided for regularly scheduled or standing meetings;
 - c. meal costs are not included in event registration or duplicated in per diem or subsistence allowances;
 - d. meeting participants (majority) are traveling longer than 2 hours from their assigned office are considered to be in travel status; and

- e. guest meals (i.e., meals for non-essential attendees) are excluded from the project budget.
- 6) costs related to non-governmental recovery houses, unless copies of certification, including MCORR certification or evidence of being in-process of attaining certification through BHA, are submitted. Each individual's MDRN allotment must be fully expended before MOOR funding can be accessed.
- Grantees are encouraged to review the Allowable/Unallowable Costs Document for updated guidance on allowable costs and indirect costs.

Distribution of Funds and Reporting Requirements

MOOR will distribute awarded funds to grantees on a quarterly-reimbursement-of-expenditures basis. Timely submission of a corresponding Quarterly Project Report (see Exhibit A) with updated Performance Measures, and a Reimbursement Request (see Exhibit B) with adequate supporting documentation is required for all activities and costs.

Grantees will be required to submit reimbursement forms for costs on a quarterly basis, as they are incurred, and will be reimbursed for those costs after MOOR and the Maryland Department of Health (MDH) financial staff review and approve the invoices and supporting documentation. All costs submitted for reimbursement must be included in the applicant's project application and budget. Supporting documentation must clearly provide evidence that funding was spent as per the grant budget justification and that these expenses have already been paid. **MOOR will not reimburse any expenses not included in the approved budget and detailed in the budget details.**

The deadline for quarterly project reports is 30 days after the prior quarter (i.e., October 31; January 31; April 30; July 31). MOOR will not reimburse requests that are received more than 30 days after the end of the end of the grant period, unless special approval has been provided in writing. (Please note that monies expended July 1 will be part of a reimbursement request for Quarter 1, which must be submitted to MOOR by October 30. Reimbursement may take about a month to receive, after all reports and supporting documentation are correctly provided, so expenses from early in the quarter can take about 5 months to realize reimbursement).

Grantees will use the Smartsheet software to submit reporting. More information regarding the reporting requirements will follow after an award is made. Grantees may also be asked to participate in a site visit or desk review. Compliance to such a request is mandatory.

Technical Assistance

If an applicant has questions related to the application, please contact:

1. Khalil Cutair, MOOR Grants Program Coordinator, at Khalil.cutair@maryland.gov
2. Deborah Davis, MOOR Grants Program Manager, at deborahs.davis1@maryland.gov

Application Form Instructions

All applicants must use the application form provided in Attachment I. Please do not alter the format of this document unless permission is received from MOOR directly.

1. **Project Title:** The project title should be brief, precise, and should reflect what is being funded. For example, "Baltimore County Youth Prevention Program."
2. **Jurisdiction of Proposed Project:** Please use the drop-down to select the name of the jurisdiction. If the project benefits more than one jurisdiction, please select the jurisdiction or region which will benefit the greatest by this project.
3. **Applicant Organization:** Please provide the name of local government, state agency, community-based entity, etc. that is eligible to apply for grant funds. If the project is being administered for the direct benefit of other organizations, include the names of all recipients.

Applicant FEIN: Please supply the Federal Employer Identification Number for the organization. This is used by MOOR during grant reimbursement.

4. **Main Objective:** While the project may address more than one objective, please select the primary objective of the project: *Prevention, Harm Reduction, Treatment, Recovery and Public Safety*.
5. **Priority Project:** If the project largely addresses one of the priority projects outlined above, please select the priority from the given list.
6. **Total Project Cost:** Please provide the total project cost (i.e., the requested award amount).
7. **Project Summary:** Please provide a brief summary about the applicant (non-governmental organizations only) and project. The project summary should provide a concise summary of the applicant and proposal and be limited to 200 words or less. Please use the following template:

The [Organization Name] was founded in [year] and [Provide description of general activity and/or mission]. [Organization Name]'s [Project Name] aims to [Indicate what the program proposes to do in general terms (e.g., reduce existing gaps in services, foster collaboration and cooperation among partner agencies and stakeholders, etc.)]. The program [1-2 sentences describing the program's main function and who the program benefits/serves.]. [The last sentence summarizes the budget items proposed to be funded.]

It is important to make clear in the project summary whether the project will help to support current operations or expand existing operations.

8. **Problem Statement/Needs Justification:** Briefly describe why the proposed project is needed and, therefore, important to pursue. Identify the most significant issues, problems, trends, or opportunities that will be addressed via the proposed project.

Please also describe the number of individuals the program will target and provide a demographic description of the target community. This problem statement/needs justification must describe how the program will impact the target population in reference to the

jurisdictional information provided by MOOR. You can find information on substance use and overdose statistics for your region at [The Maryland Dashboard](#).

9. **Program Goals and Objectives:** Define the central aim and principal goals of the proposed project. For each goal, define one to three key objectives. Each defined objective must be SMART: (a) Specific (i.e., clear and unambiguous); (b) Measurable (i.e., observable and preferably enumerable, if feasible); (c) Attainable (i.e., realist and achievable); (d) Relevant (i.e., pertinent to stated purpose and scope of project); and (e) Time-Bound (i.e., have defined starting and end points).

FOR EXAMPLE: Goal 1: Decrease morbidity and mortality among people who use drugs in Baltimore City by operating a daytime drop-in center.

- a. Objective 1: From July 1, 2024 to June 30, 2025, operate a drop-in center for 30 hours per week.
- b. Objective 2: From July 1, 2024 to June 30, 2025, maintain an average daily visitor rate of 30 people per day.
- c. Objective 3: From July 1, 2024 to June 30, 2025, make referrals for drop-in participants, including SUD treatment, wound care, primary care and HIV/Hep C treatment.
- d. Objective 4: From July 1, 2024 to June 30, 2025, conduct 500 overdose prevention trainings and distribute 1000 doses of naloxone.

10. **Program Measurement/Performance Indicators:** Identify at least one performance measure you will use to evaluate each project goal's success and the target for the fiscal year. These should include only significant performance measures that demonstrate project impact, rather than a greater number of less meaningful performance measures.

FOR EXAMPLE: Activity Type: Drop-in Center. Required Performance Measures and Targets:

- a. Number of drop-in operating hours per week: 30 (1,560 annually)
- b. Number of drop-in visits per week: 60 (3,120 annually)
- c. Number of individuals who receive case management services per month: 20 (240 annually)

Reporting Requirements for Program Measurement/Performance Indicators:

Grantees will be required to report on program performance, as it pertains to the grant's goals. Progress towards each performance measure, including support for progress achieved, must also be provided to MOOR on a quarterly basis (instructions will be provided upon award). Documentation is required to substantiate the reported progress.

The following is a sample list and is not inclusive of all potential performance measures:

| Activity Type | Performance Measure(s) |
|-----------------------|--|
| Information campaigns | <ul style="list-style-type: none"> Number of information/public awareness events and activities conducted: [target #] Number of individuals exposed to messaging (communications platform:): [target #] |
| Education/training | <ul style="list-style-type: none"> Number of education/training events and activities conducted: [target #] |

| | |
|--|---|
| | <ul style="list-style-type: none"> Number of individuals who received education/training (target audience: _____): [target #] |
| Referral to treatment or recovery services | <ul style="list-style-type: none"> Number of individuals referred to treatment and/or recovery services (service type: _____): [target #] Number of individuals referred to treatment and/or recovery services who were admitted to treatment or recovery programs (service type: _____): [target #] |
| Peer recovery specialists | <ul style="list-style-type: none"> Number of individuals referred to peer recovery specialists (referred from: _____): [target #] Number of individuals referred to treatment by peer recovery specialists: [target #] Number of individuals referred to treatment by peer recovery specialists who were admitted to treatment: [target #] |
| Screening, brief intervention, & referral to treatment (SBIRT) | <ul style="list-style-type: none"> Number of individuals trained in SBIRT (SBIRT setting: _____): [target #] Number of individuals screened (SBIRT setting: _____): [target #] Number of positive screens (SBIRT setting: _____): [target #] Number of brief interventions (SBIRT setting: _____): [target #] Number of individuals referred to treatment (SBIRT setting: _____): [target #] |
| Treatment/crisis stabilization/recovery | <ul style="list-style-type: none"> Number of individuals who received services (service type: _____): [target #] |

11. Timeline: Applicants must submit a detailed timeline/work plan. This timeline/work plan should reflect the individual, intermediate steps needed to achieve program goals and must include the following: (a) key tasks that must be carried out to implement the program successfully; (b) person(s) responsible for seeing that each task is completed within the proposed timeline; (c) how you will measure success or completion of each task/activity; and (d) target dates for task/activity completion. A table format is suggested for this section (sample table is provided in application). Steps in timeline must be clearly broken out, and dates assigned that demonstrate the project's progression.
12. Spend Plan Description: Clearly define the major categories contained in the budget and provide the basis and justification for cost projections, as they relate to the grant project, in narrative form. Please also include a brief summary of any other grant opportunities which the organization may be seeking to support this project. Grantees will identify any other funding sources used to achieve program outcomes. State, local, or federal funds that are being used will also be identified by agency and grant name, and describe how the budgets will work together and not overlap.
13. Program Sustainability Plan: Briefly describe how this program will be sustained financially in future fiscal years. MOOR's competitive grant awards are intended to be one-time sources of funds.

14. Applicant Signature: The application should be signed by the organization's authorized representative.
15. Checklists: As indicated on page 9, all nongovernmental organizations are required to provide certain organizational information, including:
- a. financial statements (profit & loss statement and balance sheet from prior fiscal/calendar year);
 - b. company description including the number of employees, EIN, and form of organization;
 - c. most recent financial audit (if audited);
 - d. Statement of Good Standing from the Maryland State Department of Assessments & Taxation (must be dated within 60 days of this application);
 - e. current copies of any licensures/certifications necessary to operate in the State of Maryland. Please also disclose any investigations that your organization may be undergoing (licensure or otherwise);
 - f. current copies of any licensures/certifications necessary to operate in the State of Maryland for all service contractors. Please also disclose any investigations that these organizations may be undergoing (licensure or otherwise); and
 - g. Internal Revenue Service (IRS) nonprofit determination and IRS form 990 (if applicable).

With respect to item d. listed above, all organizations must be registered and in good standing with the Maryland State Department of Assessments and Taxation prior to submitting a grant application.

With respect to item e. and f. listed above, all organizations and service contractors must possess the certifications/licensures necessary for the organization to operate prior to submitting a grant application.

The documents referenced above (a. through f.) must be referenced in a single cover page acting as a table of contents.

16. Optional Documentation: Letters of support are welcome but not required.

Please note that it is of critical importance that the application be well written, clear, and concise. The application form may not exceed 6 pages single spaced in 11-point Calibri or 12-point Times New Roman font. The budget template and attachments specified below are excluded from the 6-page limit.

Budget Template Instructions

All applicants must use the budget template provided in Attachment II. Applicants which are state entities must complete the Project Budget Template for State Entities tab in the excel budget template.

1. Applicant Organization: This item should match the application form.
2. Project Title: This item should match the application form.
3. Date Submitted: Self-explanatory.
4. Columns
 - a. Object Number: This column is intended for use by local health departments only. Using the drop-down, please select the category that most closely aligns with the expense line item. If the applicant is not a local health department, please leave this row blank.
 - b. Grant Funds Requested: All numbers should be rounded to the nearest whole dollar.
 - c. Justification/Description: **Each budget line item must include a justification entry. The justification sections must contain a list of included items and a brief statements (1 to 2 sentences per line item) that explain each line item and its relevance to the project goals and objectives. Do not simply restate "Goals and Objectives."**
5. Rows
 - a. Salaries and Wages: The salaries for staff required to implement the project are listed in the personnel category. Timesheets must be maintained for all personnel and contractual positions included in the grant project. Additionally, please include an attachment with the name, title, job description, hours worked per week, and wage amount for all personnel included in this section of the budget.

FOR EXAMPLE: The justification for a sample salary line item is as follows: "The Community Outreach Trainer makes presentations at hospitals and other medical facilities. Annual salary is \$40,000. She will be devoting 25 percent of her time to this project. We are requesting $\$40,000 * .25 = \$10,000$ in grant funds to support her time on this project. Her hourly rate is \$19.23."
 - b. Fringe: Fringe benefits may not exceed 30 percent of reported salary costs, and are only allowable for staff required to implement the project and supported by this grant. This will be reimbursed based the lower of actual expenditures or 30%.

FOR EXAMPLE: The justification for fringe benefits may be: "Fringe benefits @ 10 percent of salary. $\$10,000 * .10 = \$1,000$ for [Name of Employee]"
 - c. In-State Travel : Travel expenses for staff and travel required to implement this project, and supported by this grant, may include mileage and/or other transportation costs, meals, and lodging consistent with the local jurisdictions travel regulations and cannot exceed the State of Maryland reimbursement rate specified below. For each line item entered, you must include a justification that ties that item to the activities described in

your narrative. Travel is only allowable for staff required to implement the project and supported by this grant.

- i. Mileage maximum: Cannot exceed State of Maryland's mileage reimbursement rate (\$.655 cents/mile as of 7/1/2023).
 - ii. Per diem meal allowances during travel are reimbursable to the lower of actual expenditures or organization per diem rate. In either case, actual expenditures must be substantiated
- d. Equipment: Equipment is defined as having a useful life in excess of one year and a procurement cost of \$5,000 or more. Costs may include taxes, delivery, installation, and similarly related charges. The procurement process used must be consistent with the applicant's written procurement guidelines. If the applicant does not have written procurement guidelines, the applicant must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed via the internet at: <http://www.michie.com/maryland>. (Double click "MARYLAND CODE", select "STATE FINANCES AND PROCUREMENT", select "TITLE 13: SOURCE SELECTION", select: "SUBTITLE 1, 2, 3, or 4" based on applicability.) Please include a description of the equipment, quantity, and unit cost as an attachment to the budget template.
- e. Materials & Supplies: Please include a description of the materials/supplies, quantity, and unit cost as an attachment to this budget.
- f. Trainings/Development: Please provide a description and justification for any training activities that are noted in the application form.
- g. Contractual Services: Please specify the vendor's name in the justification section of this document. Each vendor should be listed on a separate row. The various contractor costs, such as salary, medication, administrative fees must additionally be broken out into separate line items. Subcontracts should be monitored responsibly and held to the same standards of agreement as grantee.
- h. Other: Include all other anticipated expenditures which are not included in the previous categories (e.g., registration fees). For each line item entered, you must include a justification that ties that item to the goals described in your application.
- i. Total Direct Costs: This row is set up to automatically calculate the total of all categories above.
- j. Indirect Costs: Indirect costs may not exceed 10 percent of direct project costs. If an applicant requests indirect costs in this category, items which are considered indirect costs may not be otherwise requested as part of the project. For example, if an applicant specifies 10% of direct costs as an indirect costs budget line, specific indirect expenditures, such as rent, administrative services, payroll expense, office supplies, utilities, etc. may not be included elsewhere in the budget. During reimbursement, indirect costs will be reimbursed at a rate consistent with request.

- k. Total Project Costs: Calculated automatically. Verify that all lines are included in this total.

IMPORTANT NOTE: For each line item entered, you must include a justification that ties that item to the activities and goals described in your narrative.

Frequently Asked Questions

1. **Is there a limit to the number of applications that can be submitted by a single entity?**
No. There is no limit to the number of applications that may be submitted by a single entity.
2. **Who is eligible to apply?**
The following entities are eligible to apply:
 - a. state agencies;
 - b. local governments (including local school systems); and
 - c. private and not-for-profit community-based organizations, including grassroots organizations. Must be a Maryland organization that benefits Maryland residents.
3. **How does the Competitive Grant Program differ from the Block Grant Program?**
MOOR awards nearly \$10 million in crisis funding each year. In fiscal year 2025, approximately \$4 million of these crisis funds will be allocated as block grants to Overdose Response Teams (ORTs) in Maryland's 24 jurisdictions. These grants are formula-driven based on impact.
4. **Is there a minimum or maximum amount for awards?**
A grant applicant may request funding up to \$500,000. Historically, MOOR's individual grant awards have ranged from \$100,000 to \$200,000.
5. **How many years can a grant submission cover?**
Applicants must submit a proposal for one year that aligns with the State Fiscal Year (July 1 – June 30).
6. **How many awards will be made through the Competitive Grant Program in FY2025?**
MOOR has approximately \$6 million available to award in competitive grant funding in FY2025. In FY2024, MOOR made approximately 50 awards with an average award of roughly \$100,000-\$200,000.
7. **Can programs be funded across multiple areas of focus?**
While it is understood that some proposals could be considered as addressing multiple categories (e.g., *Prevention, Treatment and Recovery*), applicants are encouraged to select only the primary area of focus on the grant application form.
8. **How may a grant applicant enhance its project application?**
It is advisable that organizations include letters of support with their project application submission, though it is not required. (The letters of support are excluded from the 6-page limit.)
9. **Does the full grant award need to be expended before the end of FY2025 (i.e., June 30, 2025)?**
Yes. MOOR's funds are General Funds and must be expended before the end of the fiscal year. Expenditures that fall outside the grant period, or expenditures for services that fall outside of the grant period, will not be reimbursed.
10. **What are the characteristics of a sustainability plan?**
Examples of sustainability plans have included (but are not limited to) the following: (1) commitment by a hospital partner or private foundation to provide post-award funding; (2) development of the

ability to bill third-party payers for services provided; and/or (3) development of the ability to sustain employment of staff members hired for the program.

11. Is a specific amount or percentage of matching funds required?

There is no amount or percentage of matching funding required.

12. What are indirect costs?

Indirect costs include items that are associated with running the organization as a whole and benefit more than one project/program. Allowable indirect costs include items such as administrative staff salaries, rent, office supplies, insurance, etc. Please note that applicants requesting a percentage of direct costs as indirect costs should not include other specific indirect costs in their budget request.

13. What is the difference between the following grant application questions: “Program Goals and Objectives” and “Program Measurement/Performance Indicators”?

A program goal describes the overarching aim of the program. For instance, the goal of an employee overdose prevention training program is to ensure employees are prepared to respond to overdoses by training 100 percent of employees in overdose prevention within 12 months. This is a S.M.A.R.T. program goal. A Program Measurement/Performance Indicator instead describes the progress the program is making toward that goal (e.g., number and/or percentage of employees who have completed the overdose training program during each quarter).

14. When is the grant application deadline?

The deadline to submit the full grant application package for FY2024 is **Friday, March 1, 2024** at 5:00 P.M. The entire package must be received by this deadline. **No late or incomplete applications will be accepted.**

15. To whom should grant applicants direct questions about the grant application?

If an applicant has questions related to the application, please contact Khalil Cutair, MOOR Grants Program Administrator, at Khalil.cutair@maryland.gov or Deborah Davis, Grant Manager, at Deborahs.davis1@maryland.gov.

Attachment I

**MARYLAND'S OFFICE OF OVERDOSE RESPONSE
FY2025 Competitive Grant Program Application Form**

IMPORTANT NOTE: Please review the instructions provided in the Call for Proposals document prior to completing this form.

Project Title:

Jurisdiction of Proposed Project:

Applicant Organization:

Applicant FEIN:

Point of Contact:

First/Last Name:

Position:

Phone:

Email:

MOOR Strategic Priority (select one):

- ☐ Prevention
- ☐ Harm Reduction
- ☐ Treatment
- ☐ Recovery
- ☐ Public Safety

MOOR Priority Projects (select only if program aligns with one of the below):

- ☐ Evidence-based early childhood prevention interventions
- ☐ Expanding access to evidence based treatment and harm reduction services for at-risk populations
- ☐ Transportation to treatment, harm reduction, recovery services, employment and essential government services
- ☐ Peer programs in libraries and other community settings
- ☐ Supporting Employment in Recovery
- ☐ Recovery Housing - Extension of time in certified recovery residences

Total Project Cost:

I. PROJECT SUMMARY (250 word limit)

The [Organization Name] was founded in [year] and [Provide description of general activity and/or mission]. [Organization Name]'s [Project Name] aims to [Indicate what the program proposes to do in general terms (e.g., reduce existing gaps in services, foster collaboration and cooperation among partner agencies and stakeholders, etc.)]. The program [1-2 sentences describing the program's main function and who the program benefits/serves.]. [The last sentence summarizes the budget items proposed to be funded.]

II. PROBLEM STATEMENT

.

III. PROGRAM GOALS AND OBJECTIVES

IV. PROGRAM MEASUREMENT/PERFORMANCE INDICATORS

.

V. TIMELINE

| Goal(s) | Key tasks/activities | Person(s) responsible | Progress Measurement | Begin date | End date |
|---|--|--|--|---|---|
| <i>Specific and measurable goals that are relevant signs of project success</i> | <i>What are the steps you will take and tasks you will accomplish in order to achieve the goal</i> | <i>Who is responsible for the key tasks/activities</i> | <i>How will you measure success or completion of task/activity? Please provide list of measures that you will document to assess your own progress towards task/activity</i> | <i>When will the task/activity start?</i> | <i>When will the task/activity end and/or when will the goal be achieved?</i> |

VI. SPEND PLAN DESCRIPTION WITH JUSTIFICATION

VII. PROGRAM SUSTAINABILITY PLAN

To the best of my knowledge, I certify that all the information provided herein is true and correct.

Applicant Signature: _____ Date:

Applicant Printed Name:

Title:

Exhibit 1 Grant Agreement

STATE OF MARYLAND
 MARYLAND DEPARTMENT OF HEALTH
 Maryland's Office of Overdose Response
 100 Community Place, 4th Floor • Crownsville, Maryland 21032

FY2024 COMPETITIVE GRANT PROGRAM GRANT AGREEMENT

| | | |
|--|--|---|
| Grant Number: {{Evaluation Committee #}} | Grantee Organization: {{Applicant Organization}} | |
| Title of Project: {{Project Name}} | | |
| Amount of Grant: \${{Award Amount}} | Period of Grant: 7/1/2024 – 06/30/2025 | Date of Award: 7/01/2023 |
| Grantee Project Officer: | | |
| Name: {{First Name}} {{Last Name}} | | Title: {{Title}} |
| Agency Name: {{Applicant Organization}} | | Address, City/State/Zip: {{Address}} {{City}}, MD {{Zip}} |
| Email: {{Email}} {{Additional Email}} | | Phone: |
| MOOR Project Officer: | | |
| Name: Khalil Cutair | | Title: Grants Program Administrator - MOOR |
| Agency Name: Maryland Department of Health, Maryland's Office of Overdose Response | | Address, City/State/Zip: 100 Community Place, 4 th Floor Crownsville, Maryland 21032 |
| Email: khalil.cutair@maryland.gov | | Phone: (443) 381-3695 |
| Main Objective: {{Objective}} | | |
| <input type="checkbox"/> Prevention & Education <input type="checkbox"/> Enforcement & Public Safety <input type="checkbox"/> Treatment & Recovery | | |

- Scope of Work:** Grant funds shall be used exclusively for the purposes and in the manner described in the proposal dated **[DATE]**. The proposal must identify project goals that include objectives to attain each goal as well as performance measures to evaluate the project's success. The proposal shall be incorporated into the Agreement by reference and attached as **Attachment 1**.

2. **Grant Period:** The grant period shall begin on **July 1, 2024** and end on **June 30, 2025** (the “Grant Period”).
3. **Approved Budget:** The grant shall have a budget of **{{Award Amount}}**. Grant funds shall be expended in accordance with the budget and budget justifications submitted, which shall be incorporated by reference into the Agreement and attached as **Attachment 2**. Any additional funding provided by Maryland’s Office of Overdose Response (“MOOR”) shall be subject to the terms and conditions of the Agreement. Notwithstanding any other term or condition of the Agreement, MOOR reserves the right to make adjustments to the approved budget, including, but not limited to, the postponement, reduction, or cancellation of grant payments for any reason.
4. **Conditions of Funding:**
 - A. **Performance-Based Conditions:** Funding under this grant is contingent upon the Grantee’s, and any subgrantee’s or subcontractor’s, compliance with the terms and conditions of the Agreement and on MOOR’s periodic assessment of the Grantee’s, and any subgrantee’s or subcontractor’s, progress towards achieving the goals and objectives described in the proposal.
 - B. **Appropriations-Based Conditions:** If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the Agreement, MOOR may cancel the Agreement at the time the funds are not appropriated or otherwise made available. The effect of cancellation of the Agreement will be to discharge both the Grantee and MOOR from future performance of the Agreement, but not from their obligations existing at the time of cancellation. MOOR shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of the Agreement.
5. **Disbursement and Expenditure of Grant Funds:**
 - A. **Disbursement of Grant Funds:** Grant funds shall be disbursed quarterly on a reimbursement basis, in accordance with the disbursement schedule. The disbursement schedule shall be incorporated into the Agreement by reference and attached as **Attachment 3**. MOOR may adjust the schedule of payments based on its assessment of the Grantee’s implementation of the proposal in accordance with the approved budget. All required forms, backup materials, and reports must be provided in order to receive disbursement.
 - B. **Budget Revisions:** Transfers among line items of the approved budget must receive prior written approval from MOOR, as must any transfer of funds to a new line item. Additionally, any deviance from a given budget line justification must receive prior written approval from MOOR.
 - C. **Unapproved Expenditures:** Grantees shall not use funds for the following purposes:
 1. Fundraising or lobbying;

2. Pre-award costs;
3. Supplanting of existing local or federal funds activities described in this program. Supplanting is the use of MOOR grant funds to replace local or federal funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this award has been awarded. Any salaries, positions, personnel expenses, contractual expenses, equipment, travel, and other expenses paid for with MOOR grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget;
4. Depreciation expenses; and
5. Costs related to food or meals for meetings, training, exercises, or similar events unless the following criteria are met:
 - a. meals must be a necessary part of a working meeting (or training) and integral to full participation in the business of the meeting (i.e., food/meals may not be taken elsewhere without attendees missing essential formal discussions, lectures, or speeches concerning the purpose of the meeting or training);
 - b. meals cannot be provided for regularly scheduled or standing meetings;
 - c. meal costs are not included in event registration or duplicated in per diem or subsistence allowances;
 - d. meeting participants (majority) who are traveling longer than 2 hours from their assigned office are considered to be in travel status; and
 - e. guest meals (i.e., meals for non-essential attendees) are excluded from the project budget.

6. Property and Equipment

- A. **Procurement:** If the purchase of furniture or equipment is part of this grant project and the grantee is a governmental agency, it is required that such purchases are made by competitive bid or through the approved governmental procurement process. If the grantee does not have written procurement guidelines, the grantee must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed via the internet at: <https://procurement.maryland.gov/>.
- B. **Inventory Reporting:** Grantee purchased equipment, unless otherwise prohibited by State law, will be accounted for as follows:

1. Equipment property records will be maintained, and reported annually to MOOR using the Property Inventory Report Form (PIRF). The PIRF will include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the location, use and condition of the property.
 2. A physical inventory of the property will be taken and the results reconciled with the previous grantee property records reported to the grantor.
 3. A control system must be developed by the grantee to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported.
 4. Adequate maintenance procedures must be developed by Grantee to keep the property in good condition.
- C. **Disposition of Property or Equipment:** When original or replacement equipment purchased with grant funding is no longer needed for MOOR Program, disposition of the equipment will be as follows: (1) Items of equipment with a current per-unit book value or fair market value, whichever is higher, of less than \$1,000 may be retained or otherwise disposed of with no further obligation to MOOR. (2) Items of equipment with a current per unit book value or fair market value, whichever is higher, more than \$1,000 must be returned to MOOR, unless mutually agreed upon by both parties.

7. Conflict of Interest:

- A. **General Conflict of Interest:** The Grantee must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by this award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B. **Organizational Conflicts of Interest:** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be

unable to be impartial in conducting a procurement action involving a related organization.

8. Project Administration:

- A. **Administration of Grant Funds:** The Grantee will directly administer the project supported by the grant and agrees that no grant funds shall be disbursed to any organization, individual, or entity, whether or not formed by the Grantee, other than as specifically set forth in the proposal and budget, or as provided for in the Agreement.
 - B. **Project Officer:** MOOR considers the leadership of the project by the Project Officer crucial to its success and therefore reserves the right to terminate funding in the event the Project Officer leaves the project or the Grantee's organization and the Grantee fails to make adequate arrangements for oversight of the project. The decision to continue or terminate funding would be made after careful consideration of the Grantee's interest in and capacity to continue the project. The Grantee agrees to notify MOOR at least thirty (30) days in advance of the departure of the designated Project Officer or as soon as practicable. If the Grantee fails to do so, MOOR may discontinue funding as of the date of the Project Officer's departure, and the Grantee would be liable for any project expenses incurred after this date. This Paragraph applies only to agreements or contracts made with a nongovernmental organization.
 - C. **Subcontracts:** Any subcontracts with another organization or consulting agreements with an individual or firm for any amount must be approved by MOOR in writing prior to execution. A copy of each executed subcontract or consulting agreement must also be submitted to MOOR. The Grantee must ensure that all subcontracts and consulting agreements are subject to and in compliance with the terms of the Agreement.
 - D. **Project Revisions:** Except as expressly stated in the Agreement, any changes to the Grantee's proposal, budget, or monitoring and data tracking plan must receive prior written approval from MOOR. All requested revisions shall be submitted to MOOR in writing via a Modification Request, which must contain an explanation of the rationale for the requested revision(s).
9. **Invoicing:** In order to receive any funding, the Grantee is required to provide a quarterly report and reimbursement request in accordance with the schedule of payments (Attachment 3). The reimbursement request should clearly show the name and address of the State agency being billed. Each invoice must contain the vendor's name, remittance address, and federal taxpayer identification number or, if owned by an individual, his/her social security number. The invoice should be submitted via the form provided by MOOR. All requests for reimbursements must include sufficient supporting documentation to show evidence of adherence to budget justifications and that the expenses have been paid.

10. Evaluation and Grant Monitoring:

A. External Evaluation. The Grantee agrees to participate in an external evaluation of MOOR's grant programs, including assisting with any data collection and information gathering required, such as participation in surveys, site visits, meetings, and interviews with MOOR. In the event of a subcontract, the Grantee must incorporate Section 10 into any agreement.

B. Grant Monitoring:

1. MOOR will require the Grantee quarterly to submit to MOOR a completed Quarterly Project Report and complete performance measures with sufficient supporting documentation.
 - a. The Grantee must use the reporting templates provided by MOOR. Reports in other formats will not be accepted;
 - b. The Quarterly Project Report must be provided to MOOR 30 days following the close of the quarter.
 - i. Quarter 1 (July – September); Due: October 31;
 - ii. Quarter 2 (October – December); Due January 31;
 - iii. Quarter 3 (January – March); Due: April 30; and
 - iv. Quarter 4 (April – June); Due: July 31.
2. If the Grantee identifies a problem or barrier to meeting project goals as set forth in the proposal, the Grantee shall notify MOOR in writing immediately. Notification shall include specific strategies to deal with or overcome the problem or barrier and shall include any required revisions to the proposal or budget. Upon approval by MOOR, the proposed revisions shall be incorporated as amendments to the existing proposal or budget. Unless and until a proposed revision is approved by MOOR, the Grantee shall be responsible for completing all goals and objectives, as set forth in the existing proposal.
3. If MOOR determines that the Grantee's quarterly reports fail to comply with the requirements set forth in the Agreement, MOOR will notify the Grantee in writing. Following such notification, the Grantee shall have 30 days to provide new or additional documentation or information that responds to the deficiencies noted. If the Grantee fails to provide documentation or information satisfactory to MOOR, it may result in the suspension of further funding until satisfactory reporting is achieved and could result in cancellation of grant funds.
4. Should the Grantee receive funding from another source for the same project or a portion of the project, the Grantee shall notify MOOR in writing of the other funding source and provide the dollar amount and award conditions for the additional funding. Should this additional funding impact the manner or timing of grant funding from MOOR, the Grantee shall provide MOOR with a proposed revision to the proposal

- and budget, which reflects the incorporation of activities and funding from the other source and may include alterations to the goals, objectives, and timelines set forth in the existing proposal and budget. Upon approval by MOOR, the revision(s) to the proposal and budget shall be incorporated as amendments to the existing proposal.
5. All provisions related to grant reporting and monitoring noted above should be incorporated into any subcontract agreements.
11. **Financial Records:** The Grantee agrees to maintain complete records of revenues and expenses for the project, together with appropriate supporting documentation. These records shall indicate precisely how the grant funds were expended by the Grantee and shall be included by the Grantee in submission of quarterly reimbursement requests. MOOR, at its expense, may audit or have audited the records of the Grantee insofar as they relate to the disposition of the funds awarded by MOOR, and the Grantee shall provide all necessary assistance in connection therewith. Records must be kept for at least four years after completion of the grant. In addition to those records referred to above, records to be kept and maintained for this period include all invoices, bills of sale, receipts, payroll reports, and employee time sheets. This provision must also be incorporated into any subcontracts.
12. **Performance Records:** The Grantee agrees to maintain complete records of program implementation and performance for the project, together with appropriate supporting documentation. These records shall indicate how the program was implemented, whom the program served, and include outcome measures, in accordance with the Grantee's proposal. MOOR, at its expense, may audit or have audited the records of the Grantee insofar as they relate to program performance and implementation, and the Grantee shall provide all necessary assistance in connection therewith. Records must be kept for at least four years after completion of the grant. This provision must also be incorporated into any subcontracts.
13. **Publicity:**
- A. **Press Announcements:** Prior to release, the Grantee Organization shall submit to the Maryland Department of Health ("MDH") and MOOR for review drafts of press releases announcing the grant or reporting project accomplishments or findings. In any press release concerning or mentioning this project, the Grantee Organization must acknowledge the MDH's and MOOR's support as follows: *Supported by Maryland's Office of Overdose Response of the Maryland Department of Health. The views presented here are those of the grantee organization and not necessarily those of the MDH, MOOR, its Special Secretary of Overdose Response, or its staff.*
- B. **Publications:** The Grantee Organization shall submit to MOOR an electronic copy of any publications, advertisements, or other outreach produced under the grant.
- C. **Acknowledgements:** In any publications or media resulting from this project, the Grantee Organization must acknowledge MOOR's support as follows: *Supported by Maryland's Office of Overdose Response of the Maryland Department of Health. The*

views presented here are those of the grantee organization and not necessarily those of the MDH, MOOR, its Special Secretary of Overdose Response, or its staff.

- D. Copyright Interests:** All copyright interests in materials produced as a result of this grant are owned by the Grantee Organization. MDH and MOOR, however, retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use any such materials for MOOR purposes. Such license includes posting the materials on MOOR's website.
14. **Limitations:** Except as stated in the Agreement, MOOR has no obligation to provide other or additional support to the Grantee for this or any other project or purpose.
15. **Human Subjects:** If the grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that an institutional review board, which applies the ethical standards and the criteria for approval of grants set forth in U.S. Department of Health and Human Services policy for the protection of human research subjects (45 CFR part 46, as amended from time to time), has determined that the human subjects involved in this grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.
16. **Non-Discrimination:** The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, national origin, disability, sexual orientation, gender identification, marital status, ancestry genetic information or any otherwise unlawful use of characteristics, or any other prohibited basis of discrimination by applicable laws and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
17. **Collusion or Other Offenses:** The person executing the Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:
- A. Neither the Grantee, nor any of its officers or directors, has engaged in collusion with respect to the Grantee's application for the grant or the Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;
 - B. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the grant or the Agreement;
 - C. The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation, and the Department of Labor, and has paid or arranged for the payment of all taxes due to the State;

- D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the grant; and
- E. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

18. Indemnification

- A. To the extent permitted by State law, the Grantee shall hold harmless and indemnify MOOR, the MDH, and the State of Maryland 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 subcontractors under this Agreement.
- B. This indemnification clause shall not be construed to mean that the Grantee shall indemnify MOOR, the MDH, and the State of Maryland against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of MOOR, the MDH, the State of Maryland or the State's employees.
- C. MOOR, the MDH, and the State of Maryland have no obligation to provide legal counsel or defense to the Grantee or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Agreement against the Grantee or its subcontractors as a result of or relating to the Grantee's performance under this Agreement.
- D. MOOR, the MDH, and the State of Maryland have no obligation for the payment of any judgments or the settlement of any claims against the Grantee or its subcontractors as a result of or relating to the Grantee's performance under this Agreement.
- E. The Grantee shall immediately notify the Project Officer of any claim or lawsuit made or filed against the Grantee or its subcontractors regarding any matter resulting from, or relating to, the Grantee's obligations under the Agreement, and will cooperate, assist, and consult with MOOR, the MDH, and the State of Maryland in the defense or investigation of any claim, lawsuit, or action made or filed against MOOR, the MDH, or the State of Maryland as a result of, or relating to, the Grantee's performance under this Agreement.
- F. This Section 18 shall survive termination of this Agreement.

19. General Provisions and Governing Law:

- A. The Grantee shall comply with Md. Ann. Code, State Finance and Procurement Art. §§ 7-402 and 7-403, as applicable.

- B. The laws of Maryland shall govern the interpretation and enforcement of the Agreement.
 - C. The Agreement shall bind the respective successors and assigns of the parties.
 - D. The Grantee may not sell, transfer, or otherwise assign any of its obligations under the Agreement, or its rights, title, or interest in the Agreement, without the prior written consent of MOOR.
 - E. No amendment to the Agreement is binding unless it is in writing and signed by all parties.
 - F. The Agreement is not subject to the Administrative Procedure Act, Md. Code Ann., State Gov't Art. §§ 10-201, *et seq.*
20. **Public Document:** The Grantee understands that MOOR considers all documents provided to MOOR under the Agreement as public documents. The Grantee shall clearly indicate any document or any portion of a document that it believes is “confidential” at the time that it first provides the document to MOOR. The Grantee shall do so by stamping or marking the document as “**CONFIDENTIAL.**” Any such designation shall be accompanied by a written explanation of the applicable exception under the Maryland Public Information Act (“MPIA”), Md. Ann. Code, Gen. Prov. Art. §§ 4-101, *et seq.*, that supports the confidentiality of the document or the information contained therein. MOOR retains final authority over the decision to disclose documents or information provided by the Grantee in accordance with the MPIA.
21. **Postponement, Cancellation, Reversion and Repayment of Grant Funds:**
- A. In addition to other powers set forth in the Agreement, MOOR may postpone or cancel unpaid installments and recover unspent grant funds if, in MOOR’s sole judgment, the Grantee becomes unable to carry out the purposes of the grant or ceases to be an appropriate means for accomplishing the purposes of the grant, violates any provision of the Agreement, uses grant funds in an inappropriate manner or in a manner inconsistent with the approved proposal, or, as set forth above in Paragraph 4.A., MOOR determines that the Grantee is not meeting the goals and objectives of the proposal or the requirements set forth in the Agreement. In the event that one or more of the above violations occurs, MOOR shall provide the Grantee with written notice of the violation, and the Grantee shall have 30 days to cure the violation. Following such notice and opportunity to cure, MOOR shall notify the Grantee of its decision in writing via first-class United States mail. If MOOR’s decision includes an order of reversion, then, subject to subsection C of this Paragraph, the Grantee shall return any portion of grant funds received but not expended within thirty days after MOOR’s decision is mailed.
 - B. In addition to the powers and remedies set forth in Paragraph A, if MOOR determines that the Grantee violated any provision of the Agreement or used grant funds in an inappropriate manner or in a manner inconsistent with the approved proposal, MOOR

may order the Grantee to repay any portion, up to and including the entire amount, of grant funds that have been disbursed to the Grantee. MOOR shall notify the Grantee of any such decision in writing via first-class United States mail.

- C. In the event that MOOR exercises its powers under Paragraphs A or B, the Grantee may appeal MOOR's decision in writing within thirty days of the date MOOR's decision is mailed to the Grantee. The appeal shall be directed to MOOR Special Secretary of Overdose Response. MOOR shall notify the Grantee of its decision on the appeal in writing via first-class United States mail. MOOR's decision on any appeal is final.
- D. Failure to repay or return any remaining balance from an advance payment grant within 30 days of final reconciliation will result in the outstanding account balance being considered past due. An account is considered delinquent at 90 days past due. In accordance with COMAR Title 17, MOOR is required to forward all delinquent accounts to the State Central Collection Unit (SCCU). Once a balance has been transferred to SCCU, a collection fee of 17 percent is added to the total amount due.

22. Debarment

- A. The Grantee may be debarred from entering into a grant agreement with MOOR if any of its officers, partners, controlling stockholders, principals, or other persons substantially involved in its grant or contracting activities has been:
 - 1. Convicted under the laws of the State of any of the following offenses, committed in furtherance of obtaining a grant or contract with a public body:
 - (i) Bribery;
 - (ii) Attempted bribery; or
 - (iii) Conspiracy to bribe;
 - 2. Convicted under any state or federal law of a criminal offense, other than bribery, incident to obtaining, attempting to obtain, or performing a public or private grant or contract;
 - 3. Convicted under any state or federal law of fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - 4. Convicted of a criminal violation of a state or federal antitrust statute;
 - 5. Convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law described in sections 1.-4. of this paragraph; or
 - 6. Debarred from federal contracts under the Federal Acquisition Regulation, as provided in 48 C.F.R. Chapter 1.

- B. Additionally, the Grantee may be debarred from entering into a grant agreement with MOOR if MOOR finds that the Grantee has deliberately failed, without good cause, to perform in accordance with the specifications or within the time provided in the Grant Agreement, or has failed to perform, or performed unsatisfactorily, in accordance with the terms of one or more grants within the preceding 5 years unless the failure to perform or the unsatisfactory performance was caused by acts beyond the control of the Grantee.
- C. The Grantee also may be debarred for any other cause MOOR determines to be so serious as to affect the integrity of MOOR's grant making process, including, for example and not by limitation, intentional misrepresentations or omissions in a letter of intent or grant application submitted to MOOR.

[This space is intentionally left blank]

Acceptance of Terms and Conditions: The Agreement shall be signed by the Special Secretary of Overdose Response, the Project Officer, and the individual legally authorized to execute contracts on behalf of the Grantee, signifying agreement to comply with all of the terms and conditions specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified:

For: **Maryland Office of Overdose Response**
Grantor

By: _____
Emily Keller Date
Special Secretary of Overdose Response

For: **[Organization Name]**

By: _____
Signature of Project Officer Signature of Authorized Official
(if different from the Authorized Official)

| | | | |
|-------|-------|-------|-------|
| Name | _____ | Name | _____ |
| | _____ | | _____ |
| Title | _____ | Title | _____ |
| | _____ | | _____ |
| Date | _____ | Date | _____ |

This form grant agreement was approved for form and legal sufficiency, by Musa Eubanks, Acting Principal Counsel, on January 8, 2024 and may be used without further signature as long as the agreement is used without substantial modification.

Attachments:

Attachment 1 – Grantee's Proposal, dated XXXXXXXX

Attachment 2 – Budget as presented and approved by MOOR

Attachment 3 – Disbursement Schedule

Post Award Reporting Template Samples:

Exhibit A - Quarterly Report

Exhibit B - Reimbursement Form