



# Maryland's Office of **Overdose Response**

## **FY2026 Call for Proposals: Access to Recovery Emergency Gap Funds Grant Program**

Wednesday, April 1, 2026

**Maryland’s Office of Overdose Response  
Notice of Funding Availability: FY26 Access to Recovery Emergency Gap Fund  
Grant Program**

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## 1.1 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. It coordinates the inter-agency process to identify Maryland's strategic priorities for preventing overdoses and works to promote the Governor's policy agenda by focusing on programs and policies under five pillars: Prevention, Meeting People Where They Are, Treatment, Recovery, and Public Safety.

## 1.2 Grant Program Overview

MOOR understands that accessing available treatment and recovery services can be difficult, and has an opportunity to dedicate resources to provide gap funding. The purpose of MOOR's grant program, titled *Access to Recovery Emergency Gap Funds*, is to allow organizations to support individuals in accessing treatment and recovery resources on an as-needed basis when other resources are not available to meet an immediate need. It is expected that recipient organizations will work with individuals to connect them with longer term resources (e.g, MDRN, state care coordination, etc.) once their immediate need is met. Funding will be distributed to recovery organizations that will allow the organization to support individuals in accessing treatment and recovery resources on an as-needed basis during the grant period, but is expressly not intended to supplant funding available from another source . This program is designed to assist individuals seeking or engaged in treatment for opioid use disorder by providing emergency funding to overcome barriers such as transportation, recovery housing costs, and access to medication.

This funding is being made available from FY26 competitive grant funds. Grant projects must align with the priorities noted below.

## 1.3 Organization Eligibility & Requirements

The following entities are eligible to apply:

- 501(c)(3) Non-profit Recovery Community Organizations and MCORR-certified Recovery Residences
- Local Health Departments
- Local Behavioral Health Authorities

All applicants should demonstrate a need for this funding in their application and describe the population they serve, as well as the gaps they see in accessing treatment, transportation, and recovery housing. All project proposals must address barriers to accessing treatment and/or recovery resources. Funding may be used for these specific costs and must be used by the end of the grant performance period:

- Reasonable and properly documented costs for transportation to and from treatment, peer services, and necessary government services.
- Reasonable and properly documented costs for recovery housing beds at MCORR-certified recovery homes.
- **Reasonable costs for access to medication for OUD not eligible for reimbursement through another source\***
- **Grantees are required to abide by all Maryland laws, regulations and policies of the Maryland Department of Health relating to the use of funding, including the Human Services Agreement Manual.**

Please note: Personnel is **not allowable** for this grant opportunity.

Grantees will be required to report quarterly on grant project performance. Progress towards each performance measure, including written, supporting documentation, must be provided to MOOR on a quarterly basis (extended instructions will be provided upon award).

Thirty days after each calendar quarter, grantees will be required to:

- Submit a quarterly project report;
- Provide updates on the project’s designated performance measures;
- Provide any supporting documentation to substantiate the updates; and
- Submit reimbursement requests, providing backup documentation for funds distributed.

## 1.4 Key Dates

Call for Proposal Release Date:	April 1, 2026
Application Deadline:	April 22, 2026 at 4:59:59pm local time
Award Decisions:	May 1, 2026
Anticipated Period of Performance:	May 1, 2026 to June 30th, 2026

## 2.1 Application Process

As referenced above, the complete application package must be submitted to the OOC no later than **April 22, 2026 at 4:59:59pm local time**. Late or incomplete applications will not be accepted. The full application package includes the following components:

1. Completed Document Checklist (pdf or excel) certifying the application is complete and without error.
2. Complete application form (PDF **and** Word)
  - a. Partnerships with local service providers must be detailed in the application
3. Complete budget template with the related attachments (PDF and Excel)
4. Organization information (This item applies only to nongovernmental organizations.)

More information about the application requirements is provided in the Application Form Instructions section beginning on page 8, below. The application package should be submitted via [Smartsheet Form](#) to the link below. Applicants are required to input information about their grant and point of contact and attach the application components noted above.

<https://app.smartsheet.com/b/form/019d0c0342a97814b047af07c7c55675>

## 2.2 Application Evaluation

To evaluate these proposals, MOOR will empanel a grants scoring committee composed of parallel workgroups to score each eligible project. Committee membership will consist of OOC staff and subject matter experts from various state agencies with experience responding to the opioid and substance use crisis, concerning the challenges presented to access to recovery. The Grants Scoring Committee will evaluate the proposals based on the following criteria:

1. **ALIGNS WITH THE GRANT PRIORITIES.** The project aligns with one or more goals of *accessing treatment, transportation, and MCOOR-certified recovery housing*.
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 the proposed project will address. Furthermore, the project statement describes the target population and adequately explains how the project will impact the target population.
3. **PROVIDES SPECIFIC AND MEASURABLE PROJECT GOALS AND OBJECTIVES AND PERFORMANCE INDICATORS.** These responses are specific, measurable, attainable, relevant, and time-bound. The goals, objectives, and performance measures correspond to the project for which funds are requested and are sufficient to justify the level of spending requested.
4. **PROVIDES A REASONABLE AND DETAILED TIMELINE.** The timeline contains key tasks required to successfully implement the project and identifies the person(s) responsible for overseeing the implementation of those requirements, target dates for completion, and a timeframe for achieving objectives. The timeline details how all funds will be expended throughout the period of performance.
5. **PROVIDES A REASONABLE AND DETAILED SPENDING PLAN.** The spending plan and budget provide adequate detail regarding each budget line item. The applicant adequately explains how each item in the spending plan is necessary to the project's overall success, and the budget is reasonable for the given scope of work.
6. **SUPPORTS JURISDICTIONAL EQUITY.** This project should fulfill a known gap in funding as it relates to jurisdictional equity.

The grant review process has three stages. MOOR staff will 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 Scoring Committee. MOOR's Grants Scoring Committee, after thoroughly reviewing and scoring each application, will then submit a recommendation to the Special Secretary who will then make a final determination regarding the Committee's recommendation.

### 3.1 Funding Specifications

The anticipated period of performance is **May 1 2026 through June 30, 2026**. The grant agreement between MOOR and the grant recipient must be executed before the project may begin, and reimbursable expenses can be accrued. All grant funds are awarded on a reimbursable basis.

Approximately \$600 thousand in grant funding will be allocated in Access to Recovery Emergency Gap Funds. Grants will be fully allocated to the maximum number of applicants possible. Applicants may request up to \$125,000. Applications which have a request that exceeds this amount will not be eligible for funding. Should additional funding become available, and appropriated prior to the end of the grant cycle, MOOR reserves the right to increase awards in their sole discretion subject to the requirements of the grant award, if a grantee properly submits and executes all documentation required.

Grant funds may be used for the costs below:

- Reasonable documented costs for transportation to and from treatment, peer services, and necessary government services. Only transportation directly related to
  - Transportation to and from SUD treatment, peer services, and necessary government services;
- Reasonable and properly documented costs for recovery housing bed nights at MCORR-certified recovery homes to be expended during the grant period;
- Reasonable costs for access to medication for OUD not eligible for reimbursement through another source which must be delivered within the grant period, and;

Grantees are required to abide by all Maryland laws, regulations and policies of the Maryland Department of Health relating to the use of funding, including the Human Services Agreement Manual as applicable. Travel costs are allowable when related to the grant/contract. Travel costs by automobile, van or truck will be allowed at the State of Maryland mileage reimbursement rate are specified in The DBM Budget instructions for the applicable fiscal year. Other travel costs may be governed by MDH Policy 3232, as applicable. Vehicle purchases are not permitted. Rates published in the DBM Budget Instructions should be used as a reasonableness test.

Transportation costs that are eligible include taxi services and bus passes for recovery residents, and staff accompanying such residents, reimbursement for transportation costs utilized during the grant period. For reimbursement, the purpose, destination, driver, proof of mileage and transportation costs, and type of travel, as well as any documentation required by MOOR is required. Recipients will document all costs associated with the grant, including for transportation, in accordance with generally accepted accounting principles, state law and policy. Travel and transportation costs must be directly related to the purpose of the grant. All transportation must be performed by an entity or staff member who is properly licensed and insured. Reasonable documented costs for recovery housing beds for residents at MCORR-certified recovery residences. Recovery Housing supports may only be provided for MCORR certified recovery residences, unlicensed recovery residences or temporary housing via hotels are ineligible for this funding.

All services and goods paid for with funding must be delivered and performed by June 30, 2026.

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

1. Personnel salary and fringe, equipment, including vehicles.
2. Costs related to clothing, toiletries or personal items or for any expense or use for which there is a conflict of interest.
3. Costs related to meals or food for meetings, training, exercises, or similar events.

## **3.2 Distribution of Funds and reporting Requirements**

MOOR will distribute awarded funds to grantees on a quarterly-reimbursement-of-expenditures basis. Timely submission of a Quarterly Project Report and a Reimbursement Request with adequate supporting documentation is required. Reporting provides continuous program monitoring, aiding in the identification of successes and challenges that awardees encounter throughout the project period. The deadline for quarterly project reports is 30 days after the end of the quarter. All expenditures must be made within the grant period, for services received before June 30, 2026. Grantees may also be asked to participate in a mandatory site visit or desk review.

## **3.3 Technical Assistance**

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

1. Khalil Cutair, MOOR Grants Program Administrator, at [khalil.cutair@maryland.gov](mailto:khalil.cutair@maryland.gov)
2. Deborah Davis, MOOR Grants Program Specialist, at [deborahs.davis1@maryland.gov](mailto:deborahs.davis1@maryland.gov)

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## 4.1 Application Form Instructions

All applicants must use the application form provided in Exhibit A. Please do not alter the format of this document unless direct permission is provided by MOOR. Contact [khalil.cutair@maryland.gov](mailto:khalil.cutair@maryland.gov) or [deborahs.davis1@maryland.gov](mailto:deborahs.davis1@maryland.gov) with any questions.

1. **Project Title:** The project title should be brief, precise, and should reflect what is being funded. For example, "(insert organization name): Access to Recovery Emergency Fund."
2. **Jurisdiction of Proposed Project:** Please enter the name of the jurisdiction. If the project benefits more than one jurisdiction, please enter jurisdiction which will benefit the greatest from this project, or enter "Multijurisdictional."
3. **Applicant Organization:** Please provide the unit of local government, state agency, community-based entity, etc. which is eligible to apply for grant funds.
4. **Point of contact:** Please include the position, phone and email for the grant officer.
5. **Total Project Cost:** Please provide the total project cost (i.e., the requested award amount).
6. **Project Summary:** Please provide a concise summary of the applicant and proposal, **limited to 150 words or less**. Please use the following template:
  - a. *[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.]*
  - b. It is important to make clear in the project summary whether the project will help to support current operations or expand existing operations.
7. **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, in addition to noting the specific population(s) the organization works with and the demonstration of need.

Please also describe the number of individuals the program will target and provide a demographic description of the target community. Explain how the program will impact the target population.

8. **Program Measurement/Performance Indicators:** Identify at least one performance measure you will use to evaluate this project's success and the target for the fiscal year. In developing these performance measures, consider how documentation can be provided to show as evidence.
  - a. Number of individuals assisted with transportation costs for access to treatment.
  - b. Number of individuals assisted with emergency funding for recovery housing.
  - c. Number of individuals assisted with funding for access to government services. Grant funds may not be utilized for the payment of fines, penalties or taxes due to the government.

9. Timeline: Applicants must submit a detailed timeline/work plan. This timeline/work plan 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) target dates for task completion; and (d) timeframe for achieving objectives. A table format is required for this section.
  
10. Budget Detail and Narrative: Clearly define the major categories contained in the budget and provide the basis for and justify cost projections in narrative form. Also include a brief summary of any other grant opportunities the organization may seek to support this project. Payment will not be provided for documentation that is not in accordance with generally accepted accounting principles or invoices that are not properly submitted to MOOR in accordance with all applicable laws, policies and regulations. Grantees must submit all invoices by 30 days after the end of the quarter. For example, fiscal year Q3 ends March 30, reporting, reimbursement, and documentation must be received by April 30.
  
11. Applicant Signature: The organization's authorized representative should sign the application.
  
12. Checklists: As indicated on page 5, all nongovernmental organizations are required to provide certain organizational information, including:
  - a. Recovery houses should include their Housing Policy and a copy of their current MCORR certification;
  - b. Company description including the number of employees and form of organization;
  - c. Copy of organization's 2025 Form 990 Return of Organization Exempt from Income Tax filing.
  - d. The most recent completed financial audit for the organization, within the past year, including the statement of financial position, statement of activities, and statement of cash flows. If the organization does not submit to regular audit, the financial statements must be submitted separately.
  - e. Statement of Good Standing from the Maryland State Department of Assessments & Taxation dated within the last 90 days;
  - f. Copies of any licensures/certifications necessary to operate in the State of Maryland. Please also disclose any investigations your organization may be undergoing (licensure or otherwise); and
  - g. Internal Revenue Service (IRS) nonprofit determination letter.
  - h. Organizations with a negotiated indirect cost rate agreement from a federal award must provide a copy of the recent agreement with their application
  
13. With respect to item e. listed above, all organizations must be registered and in good standing with the Maryland State Department of Assessments and Taxation before submitting a grant application.

With respect to item d. listed above, all organizations must possess the certifications/licenses necessary for the organization to operate before submitting a grant application.

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

Optional Documentation: Additional letters of support are welcome but not required.

Please note that it is critical that the application be well written, clear, and concise. The application form may not exceed 5 pages single spaced in 11-point Calibri or 12-point Times New Roman font. The budget template and attachments specified in item 15 (above) are excluded from the 10-page limit.

## 4.2 Budget Template Instructions

All applicants must use the budget template provided in Exhibit B.

- a. Applicant Organization: This item should match the application form.
- b. Project Title: This item should match the application form.
- c. Date Submitted: This item should match the date application is submitted in its entirety.
- d. Columns
  - a) Object Number: This column is intended for use by state agencies and local government only. Using the drop-down, please select the category that most closely aligns with the expense line item. If the applicant is not a state agency or local government organization, please leave this column blank.
  - b) Grant Funds Requested: All numbers should be rounded to the nearest whole dollar.
  - c) Justification: Each budget line item must include a justification entry. The justification sections must contain 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 state "See Goals and Objectives."
- e. Rows
  1. Specify categories:
    1. Access to treatment transportation support
    2. Access to recovery housing funding support
    3. Other costs that support access to treatment services
  2. Total Direct Costs: totals the above rows
  3. Indirect Costs Allowable: up to 10% indirect costs for government entities, and either 15% or the rate in a recently established NICRA for non-government entities.
  4. Total Project Costs: This row is set up to sum project costs automatically. This total project cost amount should equal the grant amount requested on page 1 of the application form.

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

## 5.1 Frequently Asked Questions

- 1. Is there a limit to the number of applications that can be submitted by a single entity?**  
Yes; applicants may only submit one application for up to \$125,000.
- 2. Who is eligible to apply?**  
The following entities are eligible to apply: Local Health Departments, Local Behavioral Health Authorities, 501(c)(3) non profit MCOOR-certified Recovery Residences, and 501(c)(3) Recovery Community Organizations.
- 3. What is the grant period?**  
The funding provided by this grant may provide reimbursements for funds provided from the grant agreement execution date through June 30th, 2026.
- 4. How many awards will be made through the Access to Recovery Emergency Gap Funding?**  
MOOR has approximately \$600 thousand available to award. The maximum number of applicants will be awarded, fully allocating the funding available.
- 5. Does the full grant award need to be expended before the end of FY2026 (i.e., June 30, 2026)**  
Yes, funding must be expended before the end of the state fiscal year. Funding will not be provided for expenditures incurred outside of the grant period.
- 6. When is the grant application deadline?**  
The deadline to submit the complete grant application package is April 22 , 2026. The entire package must be received by this deadline. **No late or incomplete applications will be accepted.**
- 7. 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 Fiscal Chief at Khalil.cutair@maryland.gov or Deborah Davis, MOOR Grant Program Coordinator, at Deborahs.Davis1@maryland.gov.

**ATTACHMENT B STANDARD GRANT AGREEMENT**

STATE OF MARYLAND  
 MARYLAND DEPARTMENT OF HEALTH  
 Maryland’s Office of Overdose Response  
 100 Community Place, 4<sup>th</sup> Floor • Crownsville, Maryland 21032

**FY2026 ACCESS TO RECOVERY EMERGENCY GRANT PROGRAM GRANT AGREEMENT**

<b>Grant Number:</b> {{Grant #}}		<b>Grantee Organization:</b> {{Applicant Organization}}	
<b>Title of Project:</b> {{Project Name}}			
<b>Amount of Grant:</b> \${{Award Amount}}		<b>Period of Grant:</b> 5/1/2026 – 06/30/2026	<b>Date of Award:</b> {{Date of Award}}
<b>Grantee Project Officer:</b>			
Name: {{First Name}} {{Last Name}}		Title: {{Title}}	
Title:			
Grantee Name: {{Applicant Organization}}		Address, City/State/Zip: {{Address}} {{City}}, MD {{Zip}}	
Email: {{Email}}			
<b>MOOR Project Officer:</b>			
Name: <i>Khalil Cutair</i>		Title: <i>Grants Program Director - MOOR</i>	
Agency Name: <i>Maryland Department of Health, Maryland’s Office of Overdose Response</i>		Address, City/State/Zip: <i>100 Community Place, 4<sup>th</sup> Floor Crownsville, Maryland 21032</i>	
Email: <a href="mailto:khalil.cutair@maryland.gov">khalil.cutair@maryland.gov</a>		Phone: <i>(443) 381-3695</i>	

- Scope of Work:** Grant funds shall be used exclusively by the Applicant (hereinafter known as the “Grantee”) for the purposes and in the manner described in the Application for the Notice of Funding Availability issued on **April 1, 2026** by Maryland’s Office of

Overdose Response (“NOFA”) and grant award ( the “Project”) dated {{Application Approval Date}} The Project include Application form (Exhibit A) and the Budget template (Exhibit B). The NOFA, the Grantee’s Application and the final grant award, shall be incorporated by reference into this FY2026 Access to Recovery Emergency Grant Program Grant Agreement (the “Agreement” or “grant”).

2. **Grant Period:** The grant period shall begin on **May 1, 2026** and end on **June 30, 2026** (the “Grant Period”). The performance of work under this contract may be terminated by MOOR for convenience in accordance with this clause in whole, or from time to time in part, whenever MOOR shall determine that such termination is in the best interest of the State of Maryland with thirty days notice. MOOR will pay all reasonable costs associated with this contract that the Grantee has incurred up to the date of termination that are compliant with the terms of the grant, this clause does not create any independent rights in third parties such as subrecipients or vendors hired by the Grantee. However, the Grantee or its vendors or subrecipients shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. After receipt of a notice of terminations, and except as otherwise directed by the procurement officer, the Grantee shall: (a) stop work as specified in the notice of termination or under any stop work or show cause order issued by MOOR; (b) place no further orders or subcontracts for materials, services or facilities, and provide no further services for the purpose of payment and reimbursement except as the parties mutually agree may be necessary for completion of the portion of the work under the grant that is not terminated; (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination. MOOR may also terminate this agreement for default in whole or in part for a failure to comply with any term or condition of this grant agreement.
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 Exhibit B. Grantee and Grantor understand Exhibit B to be an estimation of costs during the project period, and that actual costs may vary during the grant period. The grant budget does not establish a regular recurring reimbursement amount, nor any other rate of cost-reimbursement, aside from indirect costs. Budget items that do not conform to MOOR’s allowable charges, as stated in Attachment C, will not be reimbursable. 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, or increases should funding become available. Funding increases must be within the approved scope of work, and may only occur in MOOR’s sole discretion and a properly executed amendment to this agreement.
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 project. MOOR grantee organizations consider the following guiding principles in their day-to-day and long-term planning, development, and delivery of services: Stigma Reduction, Equity, Data, Community Voice, and Collaboration. The Grantee will continue to incorporate these principles in their work through the grant period.
- 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 cost-reimbursement basis. All required forms, documentation of actual costs and project reporting including documentation to substantiate the performance measures, must be provided in order to receive disbursement. Supporting documentation must clearly provide evidence that funding was spent as per the grant budget justification, and that these expenses have already been paid and satisfactorily performed and are not subject to reimbursement. All reimbursement requests must be accompanied by itemized receipts and other direct evidence of actual expenditures that comply with all state laws and policies. MOOR may request documentation of compliance with the grant as a condition precedent to reimbursement or require a corrective action plan for continued reimbursement for a default of any provision of this Agreement, which incorporates all requirements of the notice of funding opportunity.
- b. **Advance Payment of Grant Funds:** Grant funds may be partially awarded in advance of the quarter's expenditures at the discretion of MOOR, with consideration to organization size and financial capacity after review of written justification submitted by the Grantee. Expenditures towards funds awarded in advance will be held to the same standards of substantiation as reimbursable funds. MOOR may adjust the reimbursement schedule based on its assessment of the Grantee's implementation of the project in accordance with the approved budget..
- c. **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. Expenditures made in advance of notification and approval will not be reimbursed.

- d.* **Unapproved Expenditures:** Grantees shall not use funds for any purposes given in the unallowable costs section of the Allowable/Unallowable Costs documents (Attachment C). Grantees shall not use funds for purposes outside of those explicitly described in the grant application (Exhibit A) or grant budget (Exhibit B) without previously receiving an approved project modification to incorporate those costs into the grant. Expenditures made without an approved modification are not reimbursable.

## 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/>. The grantee must comply with all applicable policies of the Maryland Department of Health, state law and regulations with expenditures of state funding. Grantees must provide contracts, subrecipient agreements and any financial documentation needed by MOOR upon request without delay, and are responsible for ensuring compliance by third parties funded by the grant. Grantees must include a “No Obligation” clause in any agreement funded by MOOR that states “The State of Maryland is not a party to this contract, grant or agreement and is not subject to any obligations or liabilities to the non-state entity, contractor, or any other party pertaining to any matter resulting from the contract or grant agreement.” This grant does not permit the purchase of furniture or equipment.
- b.* **Inventory Reporting:** Grantee purchased equipment, unless otherwise prohibited by State law, will be accounted for as follows:
  - (i) 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.
  - (ii) A physical inventory of the property will be taken and the results reconciled with the previous grantee property records reported to the grantor.

- (iii) 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.
  - (iv) 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 they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their 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 an entity or party 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, vendors, subrecipients or parties to subcontracts in exchange for funding pursuant to this agreement. The standards of conduct should 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 grant or procurement action involving a related organization.. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the grant award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that 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 an entity considered for a contract or agreement. An employee, officer, agent, and board member of the Grantee may neither solicit nor accept gratuities or favors, from vendors, subrecipients or contractors. Indirect costs where the grantee has a financial or other interest in or a tangible personal benefit in a subrecipient or vendor may be ineligible for reimbursement. Indirect costs made to related entities or entities under common ownership should (1) avoid payment of a profit factor through the related organization, and (2) must avoid the payment of artificially inflated costs which may be generated from less than arms-length bargaining.

## 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 project 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. Grantees will be responsible for ensuring that subcontracts will be held to the same standards of reporting and disclosure as the Grantee's.
- d. Project Revisions:** Except as expressly stated in the Agreement, any changes to the Grantee's project, 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). Grantee warrants and represents all

such revisions and documentation will be submitted by an authorized party within the organization.

## 9. Invoicing:

- a. In order to receive any funding, the Grantee is required to provide a quarterly report and reimbursement request on a quarterly basis, due 30 days after the end of the quarter. 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.
- b. MOOR can only issue payments in accordance with applicable law and the grant agreement, which was competitively awarded. Furthermore, MOOR cannot issue payments without a proper invoice. State Finance and Procurement article § 2-211.4.ii requires that:
  - (4) "Proper invoice" means a bill, a written document, or an electronic transmission readable by the State grant-making entity, provided by a grant recipient, that:
    - (ii) meets the requirements of subsection (e) of this section.
    - (e) A proper invoice, required as payment documentation, shall include without error:
      - (3) any documentation required by regulation or the grant agreement.

## 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:**
  - i. MOOR will require the Grantee quarterly to submit to MOOR a completed Quarterly Project Report and complete performance measures with sufficient supporting documentation.
  - ii. The Grantee must use the reporting templates provided by MOOR. Reports in other formats will not be accepted;
  - iii. The Quarterly Project Report must be provided to MOOR 30 days following the close of the quarter. Quarter 1 (July – September); Due: October 31; Quarter 2 (October – December); Due January 31; Quarter 3

(January – March); Due: April 30; and Quarter 4 (April – June); Due: July 31.

- c. If the Grantee identifies a problem or barrier to meeting project goals as set forth in the project, 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 project or budget. Upon approval by MOOR, the proposed revisions shall be incorporated as amendments to the existing project 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 project.
  - d. 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 satisfactorily to MOOR, it may result in the suspension of further funding until satisfactory reporting is achieved and could result in cancellation of grant funds.
  - e. 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 on the manner or timing of grant funding from MOOR, the Grantee shall provide MOOR with a proposed revision to the project 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 project and budget. Upon approval by MOOR, the revision(s) to the project and budget shall be incorporated as amendments to the existing project.
  - f. 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 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 five 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. Any financial records related to third party contracts, subrecipient agreements or agreements paid for with grant funding must be made available for

inspection or audit by the State of Maryland at any reasonable time. All accounting records must be maintained until a final audit report has been issued by the State of Maryland or until five years have elapsed since the close of the grant/contract period. Grantees expenditures and financial records must be undertaken, kept and maintained in accordance with generally accepted accounting principles and State of Maryland policies and procedures. MOOR has the right to withhold payments for a failure to abide by financial and performance record requirements.

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 project. 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 any 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:
- (i) *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. At MOOR discretion, the acknowledgment may be abbreviated upon review.
- (i) *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 a license includes posting the materials on MOOR's website.

- e. Grantees may not use the logo or seal for the State of Maryland or any State of Maryland Agency express permission.

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:** Grantee agrees not to discriminate in any manner against an 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 reasonably to 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. Grantee agrees to include a provision similar to that contained above in any underlying subgrant except a subgrant for supplies or raw materials. Grantee agrees to post and to cause any subgrantees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of above. The Grantee shall provide equal access to public services to individuals with limited English proficiency in compliance with MD. Code Ann., State Government Article, §10-1101 et seq., and Maryland Annotated Code, State Government Article, § 20-601 et seq., and Maryland Department of Health Policy 01.02.05.

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, including claims from third parties.
- 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:**

- 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. Grantee expressly warrants and represents that they will comply with all laws, regulations and policies of the Maryland Department of Health and the State of Maryland in the performance of this agreement.
- c.* Unless the context requires otherwise, (a) all defined terms shall be deemed to include both singular and plural forms, (b) all pronouns shall be deemed to include the masculine, feminine, and neuter, (c) the headings are for convenience only and shall not affect the interpretation of this Agreement, (d) references to "herein" refer to the entire Agreement, and (e) capitalized terms not defined in this Agreement shall have the meanings assigned to them in the NOFA.
- d.* This Agreement, the NOFA and the Grantee's Application constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause shall limit or exclude any liability of the Grantee for fraud
- e.* This Agreement shall be governed by the laws of Maryland, without regard to its conflict of laws principles. All disputes shall be resolved exclusively in the courts of Baltimore County, Maryland or the U.S. District Court for the District of Maryland (Baltimore/Greenbelt Division), waiving any objections to personal jurisdiction or inconvenient forum for any suit, action, or proceeding arising out of or relating to this Agreement
- f.* The Grantee must comply with all applicable laws, regulations and policies of the State of Maryland, and will perform all work and services in a good and workmanlike manner. The Grantee must follow all federal, state, and local laws,

codes, and ordinances, including securing permits and paying taxes at their own expense

- g. The Agreement shall bind the respective successors and assigns of the parties.
- h. 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.
- i. No amendment to the Agreement is binding unless it is in writing and signed by all parties.
- j. The Agreement is not subject to the Administrative Procedure Act, Md. Code Ann., State Gov't Art. §§ 10-201, *et seq.*
- k. The parties agree that this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument.

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, Grantee will cooperate in the response, review and defense of any MPIAs received by MOOR in a timely manner at no expense to MOOR. The Grantee is responsible for any liability, claims, suits or demands arising from a disclosure in response to a MPIA arising from the Grantee’s failure to mark specific information confidential or to provide an adequate justification and will indemnify, defend and hold harmless MOOR for such claims from third parties.

21. **Postponement, Cancellation, Reversion and Repayment of Grant Funds:**

- a. In addition to other powers set forth in the Agreement including the right to terminate the grant agreement and award for convenience with thirty days notice, 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 project and Application, or if MOOR determines that the Grantee is not meeting the goals

and objectives of the project 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.

- (i) At any time during the grant, or whenever MOOR identifies a default in the Grantee's performance or a violation of a term or condition of this grant agreement, MOOR may terminate the grant for default. A default is any violation of a term or condition of this agreement or applicable law with respect to use of funds provided hereunder. If a default or deficiency is identified and MOOR provides the Grantee an opportunity to cure in its sole discretion, the Grantee must provide a written plan (the "Corrective Action Plan") detailing the cause of, and procedure for, correcting such deficiency or default in a timely manner (MOOR will be afforded the time necessary to review and approve the proposed Corrective Action Plan or require the Grantee to make revisions). The Grantee will (a) implement the Corrective Action Plan as approved by MOOR ; and, (b) provide MOOR with satisfactory assurance that such deficiency will not reoccur following the implementation of the Corrective Action Plan. MOOR may suspend payments until a Grantee who has a deficiency and/or default has submitted an approved Corrective Action Plan with satisfactory assurances. A Corrective Action Plan shall delineate the time and manner in which each deficiency is to be corrected. If grant funds have been improperly expended, MOOR may require that the Corrective Action Plan include a proposed remedy that will make the state whole. If the Grantee fails to comply with a Corrective Action Plan or to remedy a deficiency or default, MOOR reserves the right to terminate the grant agreement, in whole or in part, and to pursue all remedies in law and equity.
- 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 project, MOOR shall notify the Grantee of any such decision in writing to the grant project officer and party identified in Exhibit A via first-class United States mail or email.
- c. Failure to repay or return any misapplied grant funds within 30 business days of final reconciliation will result in the outstanding account balance being considered past due. An account is considered delinquent at 90 business days past due. In accordance with COMAR Title 17, MOOR may be required to forward all delinquent accounts to the State Central Collection Unit (SCCU). Once a balance has been transferred to SCCU, the Grantee agrees to be responsible for

reasonable attorneys fees and costs of the State Central Collection Unit in a successful claim or suit against the Grantee.

## 22. Debarment

- a. The Grantee may be debarred or prevented 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:
  - (i) Convicted under the laws of the State of Maryland or by the federal government of any of the following offenses, committed in furtherance of obtaining a grant or contract with a public body:
    1. Bribery;
    2. Attempted bribery; or
    3. Conspiracy to bribe
  - (ii) 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;
  - (iii) Convicted under any state or federal law of fraud, embezzlement, theft, forgery, identity theft, falsification or destruction of records, or receiving stolen property;
  - (iv) Convicted of a criminal violation of a state or federal antitrust statute;
  - (v) Convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law described in sections (i) - (iv) of this paragraph; or
  - (vi) 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 Grantee warrants and represents that the party signing this grant agreement has been duly authorized to sign and to bind the Grantee.

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

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

By:

\_\_\_\_\_  
Emily Keller, Special Secretary of Overdose Response

\_\_\_\_\_  
Date:

For **{{Organization Name}}**

By:

\_\_\_\_\_  
Signature of Project Officer  
(if different from the Authorized Official)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**Maryland Department of Health  
Maryland Office of Overdose Response (“MOOR”)  
FY26 Access to Recovery Emergency Grant Program  
DEBARMENT, LOBBYING AND OTHER RESPONSIBILITIES AFFIDAVIT**

**1. Authorized Representative**

**I HEREBY AFFIRM THAT:**

I am the duly authorized representative of [TYPE: Organization’s Legal Name] (the “Grantee” or “Awardee”), and that I possess the legal authority to make this Affidavit on behalf of the Awardee for which I am acting.

**2. Certification of Corporation Registration and Tax Payment**

**I FURTHER AFFIRM THAT:**

The Awardee named above is a governmental entity of the State of Maryland or a non profit organization that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the Maryland State Department of Assessments and Taxation is:

Awardee’s Legal Name: [TYPE: Organization’s Legal Name]

Resident Agent’s Address on File: [TYPE: Address of Resident Agent]

Except as validly contested, the Awardee has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the Maryland State Department of Assessments and Taxation, and the Department of Health, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

**3. Affirmation Regarding Bribery Convictions**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above organization (including a business or entity as defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, members, or any of its employees directly involved in obtaining or performing contracts with the public bodies (as defined in §16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before

judgment imposed pursuant to §6-220 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

4. **Affirmation Regarding Other Conviction, and Other Responsibility Matters**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, members, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

7. Been convicted under the state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;
8. Within three years preceding this application been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
9. Been presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
10. Within the three years preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default
11. Admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:  

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12. Been convicted of any criminal violation of a state or federal antitrust statute;

13. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act. 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
  14. Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  15. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;
  16. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
  17. Been paid or will be paid state, local or federal appropriated funds, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of the General Assembly or Congress, in connection with the awarding of any state or federal contract, grant award or loan, including the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement. If any funds other than appropriated funds have been paid or will be paid to any person for influencing or attempting such influence in connection with this grant, the undersigned shall disclose the specifics below and will complete any disclosure regarding lobbying requested by MOOR:
- 
18. The undersigned 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 sub-recipients shall certify and disclose accordingly.

**5. Affirmation Regarding Debarment**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, members, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended, voluntarily excluded or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension]:

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**6. Affirmation Regarding Debarment of Related Entities**

**I FURTHER AFFIRM THAT:**

- The Awardee was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §§16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- The Awardee is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reasons(s) why the affirmations cannot be given without qualification]:

**7. Sub-Contract and Sub-Award Affirmation**

**I FURTHER AFFIRM THAT:**

The Awardee acknowledges that subcontracts and subrecipient grant awards may not be made to debarred or suspended entities or who are otherwise ineligible to receive funds from the State of Maryland, including reimbursement from the grant award.

**8. Acknowledgment**

**I ACKNOWLEDGE THAT** this Affidavit is to be furnished to MOOR, a unit of the Maryland Department of Health and may be distributed to units of: 1. the State of Maryland; 2. counties or other subdivisions of the State of Maryland; 3. other states; and 4. the federal government and is subject to the public information act of Maryland.

**I FURTHER ACKNOWLEDGE THAT** this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any agreement resulting from the submission of this Affidavit shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above Awardee with respect to: 1. this Affidavit, 2. the Agreement, and 3. other Affidavits comprising part of the Agreement.

**I FURTHER ACKNOWLEDGE THAT** any inability to make the above affirmations without qualification may affect the ability of the Department of Health and MOOR to

engage in or continue to engage in any Agreement with the Awardee.

**I FURTHER ACKNOWLEDGE THAT** any non-compliance with this Affidavit or any other term or condition of the grant awarded by MOOR is a default subject to termination of the grant agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

**WITNESS/ATTEST:**

**[TYPE: LEGAL NAME OF ORGANIZATION]**

By:

(SEAL)

Print Name:

Title:

Date: \_\_\_\_\_