



Maryland

OPIOID OPERATIONAL
COMMAND CENTER

**Opioid Operational Command Center
FY2024 Call for Proposals: Competitive Grant Program**

March 2, 2023

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About the OOCC

The Opioid Operational Command Center (OOCC) was formed to coordinate Maryland’s statewide response to the opioid crisis. The OOCC identifies gaps in local substance use disorder resources and disseminates best practices and state resources to fill those gaps. The OOCC also prepares the *Inter-Agency Opioid Coordination Plan*, coordinates the efforts of various state agencies and 24 local jurisdictions, and reviews and approves all opioid-related budget proposals and legislation. All of the OOCC’s activities align with the State of Maryland policy priorities of *Prevention & Education, Enforcement & Public Safety*, and *Treatment & Recovery*.

Overview

The purpose of the OOCC’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 the *Inter-Agency Opioid Coordination Plan* and serve to meet some of the greatest needs around the State.

The funding available for the OOCC’s Competitive Grant Program is approximately \$6 million.

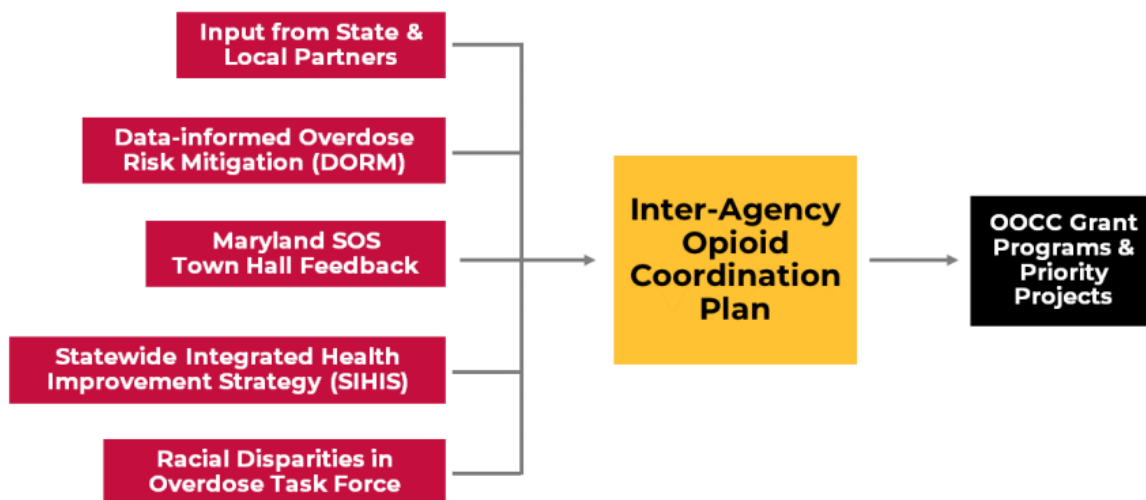
Eligibility/Requirements

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.

All project proposals must address the opioid crisis via *Prevention & Education, Enforcement & Public Safety*, and/or *Treatment & Recovery*. Additionally, the project must align with one or more goals of the *Inter-Agency Opioid Coordination Plan*. A copy of the Plan is available through the OOCC’s website (<https://beforeitstoolate.maryland.gov/>) under the “Resources” tab.

An overview of the *Inter-Agency Opioid Coordination Plan* is provided in the chart below.



Coordination Plan Overview Shown above is an overview of the coordination plan. This overview outlines the state’s overarching goal of improving overdose-related morbidity and mortality and the eight supporting goals. Following the overview is the comprehensive coordination plan that lists goals, strategies, activities, key metrics, and implementation partners. For clarity, this coordination plan defined a goal as a broad, desired outcome, a strategy as an approach that will be taken to achieve a goal; and an activity as the specific actions that will be taken to implement a strategy.

COORDINATION PLAN OVERVIEW	
<p>Overarching Goal</p> <p>Improve Overdose Morbidity and Mortality</p> <p>The state's overarching goal aligns with the Statewide Integrated Health Improvement Strategy (SIHIS). SIHIS is a Memorandum of Understanding signed by Maryland and the Centers for Medicare and Medicaid Services to engage State agencies and private-sector partners to collaborate and invest in improving health, addressing disparities, and reducing costs for Marylanders. All of the coordination plan's 8 goals support this overarching goal.</p>	<p>Supporting Goals</p> <ol style="list-style-type: none"> 1. Improve Statewide Infrastructure for Opioid Initiatives 2. Promote Youth Resiliency 3. Increase Awareness of Substance Use Disorder 4. Expand Harm Reduction Services 5. Promote Comprehensive Care Coordination 6. Expand Maryland's Crisis Response System 7. Expand Access to Evidence-Based Treatment for Opioid Use Disorder 8. Support Recovery Communities

Key Dates

Call for Proposal Release Date:	Thursday, March 2, 2023
Application Deadline:	Thursday, April 6, 2023
Award Decisions:	Thursday, June 22, 2023 (Tentative)
Anticipated Period of Performance:	July 1, 2023 – June 30, 2024

Grant Monitors

The Grant Monitors are:

Khalil Cutair
Grants Program Coordinator
Opioid Operational Command Center
Maryland Department of Health
Suite 4.213
100 Community Place
Crownsville, MD 21032
Phone: 443 381 3695
Email: khalil.cutair@maryland.gov

Deborah Davis
Grants Program Manager
Opioid Operational Command Center
Maryland Department of Health
Suite 4.215
100 Community Place
Crownsville, MD 21032
Phone: 443 229 1073
Email: deborahs.davis1@maryland.gov

Application Process

As referenced above, the full application package must be submitted to the OOC no later than **Thursday, April 6, 2023 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. support of the project (signature or letter of support) from the relevant local and/or state officials (THIS CAN TAKE TIME; PLEASE BE SURE TO MAKE THIS REQUEST EARLY IN THE APPLICATION PERIOD); and
4. organization information, including financial statements, audit, etc. (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. 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, the OOCC will empanel a grants evaluation committee comprised of parallel workgroups to score each eligible project. Committee membership will consist of OOCC 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 THE *INTER-AGENCY OPIOID COORDINATION PLAN*.** The project aligns with one or more goals of the *Inter-Agency Opioid Coordination Plan*, 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.
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 *Inter-Agency Opioid Coordination Plan*. 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.
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, 2024. This timeline will 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.

6. **PROVIDES A DETAILED PROJECT SUSTAINABILITY PLAN.** 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-OOCC sources, for project.

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 OOCC 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.

The grant review process consists of three stages. OOCC 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, the OOCC's Grants

Evaluation Committee, after thoroughly reviewing and scoring each application, will submit a recommendation to the Special Secretary of Opioid Response. The Special Secretary of Opioid Response will make the final determination regarding the Committee's recommendations.

Funding Specifications

The anticipated period of performance is July 1, 2023 through June 30, 2024. The grant agreement between the OOC 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 prior to grant agreement execution.

A grant applicant may request funding ranging from \$5,000 to \$500,000. Historically, the OOC'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, office supplies, and other allowable expenses as specified in Exhibit 2. Grant funds may also be expended for a limited amount of essential equipment and minor infrastructure improvements required by the project. The OOC 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.

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

- 1) fundraising or lobbying;
 - 2) pre-award costs;
 - 3) to supplant existing local 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 from a distance of more than 50 miles; 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.
- Grantees are encouraged to review the [Allowable/Unallowable Costs Document within this application package](#).

Distribution of Funds and Reporting Requirements

The OOCC will distribute awarded funds to grantees on a quarterly-reimbursement-of-expenditures basis. Timely submission of a corresponding Quarterly Project Report (see Exhibit B), updated Performance Measures, and a Reimbursement Request 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 the OOCC 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. **The OOCC 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 30; January 30; April 30; July 30). The OOCC will not reimburse requests that are received more than 30 days after the end of the end of the grant period. (Please note that monies expended July 1 will be part of a reimbursement request for Quarter 1, which must be submitted to the OOCC 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, monitor expenditures, and make updates to performance targets. 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.

Technical Assistance

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

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

Application Form Instructions

All applicants must use the application form provided in Appendix I. Please do not alter the format of this document unless permission is received from the OOCC 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 which will benefit the greatest by this project.
3. Demographic Breakdown of Jurisdiction of proposed project jurisdiction: Please provide your most current demographic percentages for the proposed project's region.
4. Applicant Organization: Please provide the unit of local government, state agency, community-based entity, etc. that is eligible to apply for grant funds.

Applicant FEIN: Please supply the Federal Employer Identification Number for the local health department.

5. Main Objective: While the project may address more than one objective, please select the primary objective of the project: *Prevention & Education, Enforcement & Public Safety, or Treatment & Recovery.*
6. Main Strategy: Please select from the primary strategies outlined in the [Inter-Agency Opioid Coordination Plan](#).
7. Total Project Cost: Please provide the total project cost (i.e., the requested award amount).
8. 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.

9. 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 the OOC. This jurisdictional and demographic information will be provided by the OOC on the grant announcement website. It will be released by March 10, 2023.

10. **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, 2023 to June 30, 2024, operate drop-in center for 30 hours per week.
- b. Objective 2: From July 1, 2023 to June 30, 2024, maintain an average daily visitor rate of 30 people per day.
- c. Objective 3: From July 1, 2023 to June 30, 2024, make referrals for drop-in participants, including SUD treatment, wound care, primary care and HIV/Hep C treatment.
- d. Objective 4: From July 1, 2023 to June 30, 2024, conduct 500 overdose prevention trainings and distribute 1000 doses of naloxone.

11. **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.

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)

Requirements for Program Measurement/Performance Indicators:

Grantees will be required to report on program performance. Progress towards each performance measure, including support for progress achieved, must be provided to the OOC on a quarterly basis (instructions will be provided upon award).

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 #] • 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 #]

12. Timeline: Applicants must submit a detailed timeline/work plan. This timeline/work plan should reflect 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).

13. 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.

14. Program Sustainability Plan: Briefly describe how this program will be sustained financially in future fiscal years. The OOC's competitive grant awards are intended to be one-time sources of funds.

15. Applicant Signature: The application should be signed by the organization's authorized representative.

16. **Signatures:** Support of the project by the relevant local and/or state officials is an integral part of the application. **It is advisable to give officials (i.e., signatories) a MINIMUM of five to seven business days to review the proposal to allow for careful consideration of the project.** Importantly, it is the applicant's responsibility to submit the full application to the OOC by the application deadline. The required signatures are as follows:

- a. **Project Impacts One Jurisdiction:** Signatures or letters of support from the local health officer (or deputy health officer) OR local emergency manager (or deputy emergency manager) AND county executive or administrator (or equivalent).
 - i. For projects with a majority impact in Baltimore City, all requests for signature should be sent to Brittney Spencer, Director, Opioid Overdose Prevention, Baltimore City Health Department at Brittney.Spencer@baltimorecity.gov no later than March 16, 2023.
- b. **Project Impacts Two Jurisdictions:** Signature or letters of support from the local health officer (or deputy health officer) OR local emergency manager (or deputy emergency manager) AND county executive or administrator (or equivalent) from both jurisdictions.
- c. **Project Impacts Three or More Jurisdictions:** A signature or letter of support from the secretary of the relevant state agency (or designee). For the Maryland Department of Health, please direct signature requests to Dr. Lisa Burgess, Deputy Secretary for Behavioral Health. Requests for Dr. Burgess' signature should be sent to Iva Jean Smith at ivajeansmith@maryland.gov.
- d. **Projects Impacting Local School System:** If applicant is a local school system or the project involves working with K-12 students, a signature or letter of support is required from the local school superintendent. This signature is in addition to a., b., or c. (depending on project type).

Contact information for each of the above offices is available at the links below:

- Local Health Officers: <https://health.maryland.gov/Pages/departments.ASPX>
- Local Emergency Managers: <https://mdem.maryland.gov/Pages/emmgrs.aspx>
- State Agency Secretaries: <https://msa.maryland.gov/msa/mdmanual/09dept/html/00list.html>
- Local School Superintendents: <https://www.pssam.org/members.html>

17. **Checklists:** As indicated on page 5, 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. listed above, all organizations 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.

18. Optional Documentation: Additional 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 in item 15 (above) are excluded from the 6-page limit.

Budget Template Instructions

All applicants must use the budget template provided in Appendix 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: 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."**
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 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.

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.
 - i. Mileage maximum: \$.625 cents/mile as of 1/1/2023.

- ii. Meal allowance/meal per diem cannot exceed the state rate:
<https://dbm.maryland.gov/Pages/MealTipReimbursement.aspx>.
- d. Out-of-State Travel: Please refer to the instructions contained in item c. above.
- e. 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.
- f. Materials & Supplies: Please include a description of the materials/supplies, quantity, and unit cost as an attachment to this budget.
- g. Trainings/Development: Please provide a description and justification for any training activities that are noted in the application form.
- h. Contractual Services: Please specify the vendor's name in the justification section of this document. Each vendor should be listed on a separate row.
- i. 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.
- j. Total Project Costs: This row is set up to automatically calculate total of all categories above.

Indirect costs may not exceed 10 percent of direct project costs. Indirect costs **must** be broken down and allocated as specific indirect expenditures, such as rent, administrative services, payroll expense, utilities, etc. Indirect costs must be appropriate to the scope of the project, the number of positions, and project activities.

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.

3. How does the Competitive Grant Program differ from the Block Grant Program?

The OCCC awards nearly \$10 million in crisis funding each year. In fiscal year 2024, \$4 million of these crisis funds will be allocated as block grants to Opioid Intervention Teams (OITs) 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 ranging from \$5,000 to \$500,000. Historically, the OCCC'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 FY2022?

The OCCC has approximately \$5 million available to award in competitive grant funding in FY2022. In FY2021, the OCCC 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 & Education* and *Treatment & Recovery*), applicants are encouraged to select 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 FY2023 (i.e., June 30, 2023)?

Yes. The OCCC's funds are General Funds and must be expended before the end of the fiscal year.

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 specific 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.

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 FY2022 is Thursday, April 6, 2023 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, OCCC Grants Program Administrator, at Khalil.cutair@maryland.gov or Deborah Davis, Grant Manager, at Deborahs.davis1@maryland.gov.

Attachment 1 Application Template

**OPIOID OPERATIONAL COMMAND CENTER
FY2024 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:

Demographic Breakdown of Jurisdiction:

Applicant Organization:

Applicant FEIN:

Point of Contact:

First/Last Name:

Mailing Address:

Position:

Phone:

Email:

Website:

Main Objective:

Main Strategy:

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: Click or tap here to enter text.

Applicant Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

SUPPORT SIGNATURES

The signatures below serve to convey the jurisdiction's support of the project described on pages 1-3. Please refer to the Call for Proposals regarding instructions on required signatures.

Project Title:

County Executive (or County Administrator):

Signature: _____

Printed Name:

Title:

Local Health Officer (or Deputy Health Officer):

Signature: _____

Printed Name:

Title:

Local Emergency Manager (or Deputy Emergency Manager):

Signature: _____

Printed Name:

Title:

State Agency Secretary (or Designee):

Signature: _____

Printed Name:

Title:

Superintendent (or Deputy Superintendent):

Signature: _____

Printed Name:

Title:

Exhibit 1 Grant Agreement



STATE OF MARYLAND
 MARYLAND DEPARTMENT OF HEALTH
 Opioid Operational Command Center
 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: 7/1/2023 – 06/30/2024	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:
OOCC Project Officer:		
Name: <i>Khalil Cutair</i>		Title: <i>Grants Program Administrator - OOCC</i>
Agency Name: <i>Maryland Department of Health, Opioid Operational Command Center</i>		Address, City/State/Zip: <i>100 Community Place, 4th Floor Crownsville, Maryland 21032</i>
Email: <i>khalil.cutair@maryland.gov</i>		Phone: <i>(443) 381-3695</i>
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, 2023** and end on **June 30, 2024** (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 submitted, which shall be incorporated by reference into the Agreement and attached as *Attachment 2*. Any additional funding provided by the Opioid Operational Command Center (the “OOCC”) shall be subject to the terms and conditions of the Agreement. Notwithstanding any other term or condition of the Agreement, the OOCC 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 the OOCC’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, the OOCC 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 the OOCC from future performance of the Agreement, but not from their obligations existing at the time of cancellation. The OOCC 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 in accordance with a schedule of payments negotiated by the parties to the Agreement. The schedule of payments shall be incorporated into the Agreement by reference and attached as *Attachment 3*. The OOCC may adjust the schedule of payments based on its assessment of the Grantee’s implementation of the proposal in accordance with the approved budget.
 - B. **Budget Revisions:** Transfers among line items of the approved budget must receive prior written approval from the OOCC, 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 the OOCC.
 - 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 OOCG 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 OOCG 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) are traveling from a distance of more than 50 miles; 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 the OOCC 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 the OOCC 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 OOCC. (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 the OOCC, 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:** The OOCC 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 the OOCC 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, the OOCC 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 the OOCC in writing prior to execution. A copy of each executed subcontract or consulting agreement must also be submitted to the OOCC. 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 the OOCC. All requested revisions shall be submitted to the OOCC 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 an invoice in accordance with the schedule of payments (Attachment 3). The invoice 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 the OOCC. 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 the OOCC's grant programs, including assisting with any data collection and information gathering required, such as participation in surveys, site visits, meetings, and interviews with the OOCC. In the event of a subcontract, the Grantee must incorporate Section 10 into any agreement.

B. Grant Monitoring:

1. The OOCC will require the Grantee quarterly to submit to the OOCC a completed Quarterly Project Report and complete performance measures with sufficient supporting documentation.
 - a. The Grantee must use the reporting templates provided by the OOCC. Reports in other formats will not be accepted;
 - b. The Quarterly Project Report must be provided to the OOCC 30 days following the close of the quarter.
 - i. Quarter 1 (July – September); Due: October 30;
 - ii. Quarter 2 (October – December); Due January 30;
 - iii. Quarter 3 (January – March); Due: April 30; and
 - iv. Quarter 4 (April – June); Due: July 30.
2. If the Grantee identifies a problem or barrier to meeting project goals as set forth in the proposal, the Grantee shall notify the OOCC 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 the OOCC, the proposed revisions shall be incorporated as amendments to the existing proposal or budget. Unless and until a proposed revision is approved by the OOCC, the Grantee shall be responsible for completing all goals and objectives, as set forth in the existing proposal.
3. If the OOCC determines that the Grantee's quarterly reports fail to comply with the requirements set forth in the Agreement, the OOCC 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 the OOCC, 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 the OOCC 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 the OOCC, the Grantee shall provide the OOCC 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 the OOCC, the revision(s) to the proposal and budget shall be incorporated as amendments to the existing proposal.

5. All provisions related to grant 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. The OOCC, 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 the OOCC, 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. The OOCC, 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 the OOCC 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 OOCC's support as follows: *Supported by the Opioid Operational Command Center of the Maryland Department of Health. The views presented here are those of the grantee organization and not necessarily those of the MDH, OOCC, its Special Secretary of Opioid Response, or its staff.*
- B. **Publications:** The Grantee Organization shall submit to the OOCC 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 the OOCC's support as follows: *Supported by the Opioid Operational Command Center of the Maryland Department of Health. The views presented here are those of the grantee organization and not necessarily those of the MDH, the OOCC, its Special Secretary of Opioid 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 the OOCC, 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 OOCC purposes. Such license includes posting the materials on the OOCC's website.
14. **Limitations:** Except as stated in the Agreement, the OOCC 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 the OOCC, 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 the OOCC 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 the OOCC, the MDH, the State of Maryland or the State's employees.
- C. The OOCC, 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. The OOCC, 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 the OOCC, the MDH, and the State of Maryland in the defense or investigation of any claim, lawsuit, or action made or filed against the OOCC, 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 the OOCC.
- 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 the OOCC considers all documents provided to the OOCC 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 the OOCC. 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. The OOCC 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, the OOCC may postpone or cancel unpaid installments and recover unspent grant funds if, in the OOCC’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., the OOCC 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, the OOCC 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, the OOCC shall notify the Grantee of its decision in writing via first-class United States mail. If the OOCC’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 the OOCC's decision is mailed.

- B. In addition to the powers and remedies set forth in Paragraph A, if the OOCC 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, the OOCC 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. The OOCC shall notify the Grantee of any such decision in writing via first-class United States mail.
- C. In the event that the OOCC exercises its powers under Paragraphs A or B, the Grantee may appeal the OOCC's decision in writing within thirty days of the date the OOCC's decision is mailed to the Grantee. The appeal shall be directed to the OOCC Special Secretary of Opioid Response. The OOCC shall notify the Grantee of its decision on the appeal in writing via first-class United States mail. The OOCC'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, the OOCC 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 the OOCC 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 the OOCC if the OOCC 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 the OOCC determines to be so serious as to affect the integrity of the OOCC'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 the OOCC.

[This space is intentionally left blank]

Attachments:

Attachment 1 – Grantee’s Proposal, dated XXXXXXXX

Attachment 2 – Budget as presented and approved by the OOCC

Attachment 3 – Disbursement Schedule