

Memorandum of Agreement

Healthy Beginnings at Home (HBAH) 2.0

This agreement is between Celebrate One (hereafter referred to as Sub-Grantee) and the Coalition on Homelessness and Housing in Ohio (COHHIO) for the period of April 1, 2022 through March 31, 2024.

Purpose and Objective

The purpose of this Memorandum of Agreement (Agreement) is to establish the expectations related to the administration of the HBAH 2.0 project and compliance with the Ohio Department of Health contract with COHHIO.

Agreement

1. Funding

- 1.1. COHHIO will provide grant funds to the Sub-Grantee in an amount of **\$1,180,274**
 - 1.1.1. All of these funds must be spent on costs incurred by **March 31, 2024**.
 - 1.1.2. Any remaining funds will be recaptured by COHHIO.
 - 1.1.3. The funds being provided via the HBAH Project come from the Housing Assistance to Improve Birth and Child Outcomes grant, awarded by the Ohio Department of Health (ODH).
 - 1.1.3.1. **The ODH Project number is 02560841AB0122**
- 1.2. Funding is available for the following activities:
 - 1.2.1. Personnel Expenditures not to exceed \$210,435
 - 1.2.2. Direct Program Expenditures not to exceed \$507,925
 - 1.2.3. Services Expenditures not to exceed \$461,914

2. Payment of Funds

- 2.1. Payment to the Sub-Grantee will be made upon receipt of an invoice for eligible costs incurred. Invoices should be submitted quarterly using the following schedule:

Period	Report Due Date
April 1 – June 30, 2022	July 10, 2022
July 1 – September 30, 2022	October 10, 2022
October 1 – December 31, 2022	January 10, 2023
January 1 – March 31, 2023	April 10, 2023
April 1 – June 30, 2023	July 10, 2023
July 1 – September 30, 2023	October 10, 2023
October 1 – December 31, 2023	January 10, 2024
January 1 – March 31, 2024	April 10, 2024

- 2.2. Final invoice shall be submitted no later than April 4, 2024.

3. Scope of Work

- 3.1. The Sub-Grantee shall undertake the activities as set forth in the Roles and Responsibilities section below. COHHIO may from time to time, as appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Sub-Grantee concerning the activities described in this Agreement. Within a reasonable period of time, the Sub-Grantee shall comply with such instructions and fulfill such requests.

4. Use of Funds

- 4.1. The Sub-Grantee shall use the funds solely for the stated purposes set forth in this Agreement. Expenditures shall be reported by invoices. If the Sub-Grantee does not expend the funds in accordance with the terms and conditions and time period set forth in this Agreement or the total amount exceeds the eligible costs of the project, the Sub-Grantee shall return improperly or unexpended funds to COHHIO within thirty (30) days after the expiration or termination of this Agreement. The Sub-Grantee shall not pledge the Funds as security of any loan or debt of any kind other than that described in this Agreement. Expenses incurred prior to the stated start date will not be reimbursed.

- 4.2. Eligible uses of funds include:
 - 4.2.1. Personnel Expenditures
 - 4.2.2. Direct Program Expenditures
 - 4.2.2.1. Rental Subsidies
 - 4.2.3. Services Expenditures
 - 4.2.3.1. Housing Stabilization Provider

5. Reports, evaluation, and data sharing

- 5.1. The Sub-Grantee agrees to submit invoices and progress reports quarterly, using the invoice and report forms provided by COHHIO.
- 5.2. The Sub-Grantee agrees to participate in site visit reviews conducted by COHHIO to assess and assure fidelity to the HBAH model.
- 5.3. The Sub-Grantee agrees to collect data specified in the detailed evaluation plan (to be provided by the Health Policy Institute of Ohio by June 2022). The detailed evaluation plan will describe the required data collection forms (such as an intake form, participant tracking log, birth outcome form, and exit form) and the timeline for data collection.
- 5.4. The Sub-Grantee agrees to enter data into an acceptable database (such as the Homeless Management Information System and/or tools developed by the Health Policy Institute of Ohio).
- 5.5. The Sub-Grantee agrees to provide de-identified evaluation data to the Health Policy Institute of Ohio.
- 5.6. The Sub-Grantee agrees to document and report expenditures for each participant, including total cost of rental assistance and other housing-related assistance.
- 5.7. The Sub-Grantee agrees to ensure the quality, accuracy, and privacy of all evaluation data collected by site staff and to participate in data collection continuous quality improvement meetings facilitated by the Health Policy Institute of Ohio.
- 5.8. The Sub-Grantee agrees to participate in other evaluation activities lead by the Health Policy Institute of Ohio, including evidence-based practice fidelity reviews (e.g. fidelity to Family Critical Time Intervention) and partner surveys.
- 5.9. The Sub-Grantee agrees to assist the Health Policy Institute of Ohio with identification and recruitment of participants for participant interviews.
- 5.10. The Sub-Grantee agrees to obtain informed consent and data sharing permission from participants using forms provided by the Health Policy Institute of Ohio.
- 5.11. The Sub-Grantee agrees to enter into any necessary data use agreements with partner entities, including the Homeless Management Information System administrator, the Ohio Department of Medicaid, Medicaid managed care organizations, the Health Policy Institute of Ohio, COHHIO, or other entities.
- 5.12. Program reports will be due to COHHIO using the following schedule:

Period	Report Due Date
April 1 – June 30, 2022	July 10, 2022
July 1 – September 30, 2022	October 10, 2022
October 1 – December 31, 2022	January 10, 2023
January 1 – March 31, 2023	April 10, 2023
April 1 – June 30, 2023	July 10, 2023
July 1 – September 30, 2023	October 10, 2023
October 1 – December 31, 2023	January 10, 2024
January 1 – March 31, 2024	April 10, 2024

6. Assurances

- 6.1. Sub-Grantee agrees to expend all project assistance funds provided via the HBAH project in accordance with applicable laws and regulations
- 6.2. Sub-Grantee agrees to permit COHHIO, ODH, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity (COHHIO) to comply with all federal/state requirements.
- 6.3. Sub-Grantee affirms current and continued compliance with each special condition listed below.
 - 6.3.1. **Federal Debarment Requirements.** Sub-Grantee affirms that neither Sub-Grantee nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any

federal agency. Sub-Grantee also affirms that within 3 years preceding this agreement neither Sub-Grantee nor any of its principals:

- 6.3.1.1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements: or for receiving stolen property; or
- 6.3.1.2. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

6.3.2. **Qualifications to Conduct Business.** Sub-Grantee affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period Sub-Grantee, for any reason, becomes disqualified from conducting business in the State of Ohio, Sub-Grantee will immediately notify COHHIO in writing and will immediately cease performance of all Subgrant activities.

6.3.3. **Unfair Labor Practices.** Sub-Grantee affirms that neither Sub-Grantee nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to CRC 121.23, which would identify Sub-Grantee as having more than one unfair labor practice contempt of court finding.

6.3.4. **Finding for Recovery.** Sub-Grantee affirms that neither Sub-Grantee nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

6.4. If at any time Sub-Grantee is not in compliance with the conditions affirmed in this Section, COHHIO may immediately suspend or terminate this MOA and will deliver written notice to Sub-Grantee. Sub-Grantee will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time Sub-Grantee was following the provisions of this Section. Any funds paid for work performed during a period when Sub-Grantee was not in compliance with this Section will be immediately repaid.

6.4.1. **Americans with Disabilities.** Sub-Grantee, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.

6.4.2. **Fair Labor Standards and Employment Practices.**

6.4.2.1. Sub-Grantee certifies that it is following all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

6.4.2.2. In carrying out this Agreement, Sub-Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

6.4.2.3. Sub-Grantee agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

6.4.3. **Ethics and Conflicts of Interest Laws.**

6.4.3.1. Sub-Grantee certifies that by executing this MOA, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-IIID pertaining to ethics. Sub-Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

6.4.3.2. Sub-Grantee certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one

or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years.

6.4.3.3. Sub-Grantee agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Sub-Grantee further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.

6.4.3.4. Sub-Grantee agrees that Sub-Grantee, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Sub-Grantee's functions and responsibilities under this Agreement. If Sub-Grantee, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, Sub-Grantee agrees it will immediately disclose the interest in writing to the ODH Office General Counsel at 246 N. High Street, Columbus, Ohio 43215. Sub-Grantee further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODH determines that participation would not be contrary to public interest.

6.4.4. Lobbying Restrictions.

6.4.4.1. Sub-Grantee affirms that no federal funds paid to Sub-Grantee through this MOA or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan, Sub-Grantee further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Agreement exceeds One Hundred Thousand and 00/1 00 Dollars (\$100,000.00). Sub-Grantee affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

6.4.4.2. Sub-Grantee certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.

6.4.5. Child Support Enforcement. Sub-Grantee agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that Sub-Grantee and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.

6.4.6. Pro-Child Act. If any Subgrant activities call for services to minors, Sub-Grantee agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

6.4.7. Drug-Free Workplace. Sub-Grantee, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this MOA agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. Sub-Grantee will make a good faith effort to ensure that none of Sub-Grantee's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

6.4.8. Work Programs. Sub-Grantee agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

6.4.9. MBE/EDGE. Sub-Grantee agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. Sub-Grantee agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321. Sub-Grantee agrees to take affirmative steps to assure that

minority businesses, women's business enterprises and labor surplus area firms are used when possible.

6.4.10. Expenditure of Public Funds for Offshore Services—Executive Order Requirements.

6.4.10.1. Sub-Grantee certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.

6.4.10.2. Prior to performing any services, and when there is a change in the location of any services provided under this MOA, Sub-Grantee must disclose:

6.4.10.2.1. The location(s) where all services will be performed by Sub-Grantee or any subcontractor;

6.4.10.2.2. The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and

6.4.10.2.3. The principal location of business for Sub-Grantee and all subcontractors.

6.4.10.3. Sub-Grantee also affirms, understands, and agrees to immediately notify COHHIO of any change or shift in the location(s) of services performed by Sub-Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

6.4.10.4. Termination. Sanction, Damages: COHHIO is not obligated and shall not pay for any services provided under this MOA that Sub-Grantee or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the MOA, and Sub-Grantee shall immediately return all funds paid for those services. In addition, if Sub-Grantee or any of its subcontractors perform any such services outside of the United States, COHHIO may at any time after the breach, terminate this Agreement for such breach, upon written notice to Sub-Grantee. If COHHIO terminates the Agreement, COHHIO may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

6.4.11. Combating Trafficking in Persons.

6.4.11.1. Sub-Grantee agrees that it is following the Trafficking Victims Protection Act (f/PA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175, in which 'the United States Government has adopted a zero-tolerance policy regarding trafficking in persons.' The provisions found in 2 CFR Part 175, are hereby incorporated into this Agreement by reference.

6.4.11.2. Sub-Grantee, its employees, its subgrantees, its subcontractors, or subcontractors' employees are prohibited from: engaging in severe forms of trafficking in persons during the period of performance of the Agreement; procuring commercial sex acts during the period of performance of the Agreement; or using forced labor in the performance of the Agreement.

6.4.11.3. Sub-Grantee agrees it shall notify, and require all of its sub-grantees or subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph; and

6.4.12. Civil Rights Assurance. The Sub-Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and all provisions required by the implementing regulations of the U.S. Department of Health and Human Services (HHS). Sub-Grantee shall require all entities with which it subgrants and contracts to incorporate this Section in all its agreements that are funded in whole or in part with funds from HHS.

6.4.13. Clean Air Act and Federal Water Pollution Control Act. Sub-Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA).

6.4.14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement” under 37 CFR 401 .2(a), and Sub-Grantee enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental , development al, or research work under that “funding agreement,” the Sub-Grantee must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.

6.4.15. **Certification of Compliance.** Sub-Grantee certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

Roles and Responsibilities

Sub-Grantee roles and responsibilities as part of this MOA include:

1. Local project implementation, coordination and management as outlined in **Appendix A, ODH Workplan and narrative.**
2. Ensure any Sub-Contractor agencies comply with all program guidelines and requirements
3. Submit invoices and reports as required and in the format determined by COHHIO
4. Full and timely compliance with all reporting, evaluation, and data sharing components and activities

Term of the Agreement

The term of this agreement lasts from April 1, 2022 to March 31, 2024.

Signatures:



Name, position, agency

4/22/22

Date



D. Douglas Argue, Managing Director, COHHIO

April 22, 2022

Date