

**OHIO DEPARTMENT OF CHILDREN AND YOUTH
GRANT AGREEMENT for
Maternal and Infant Vitality Initiative**

DCY-G-2627-0408

RECITALS:

This Grant Agreement ("Agreement") between the Ohio Department of Children and Youth ("DCY" or "the State"), 246 North High Street, Columbus, Ohio 43215 and the Columbus Public Health ("Grantee") located at 240 Parsons Avenue, Columbus, Ohio 43215, is created pursuant to the Grant awarded by DCY to Grantee. Grantee hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

ARTICLE I. PURPOSE; GRANT REQUIREMENTS

- A. The responsibilities of the Grantee ("Grant Requirements") are summarized and attached as Exhibit 1.
- B. The DCY Agreement Manager is Dana Mayer, or successor.
- C. DCY has identified three goals as the agency's mission:
 - 1. Ensure infants reach their first birthday by decreasing infant mortality;
 - 2. Ensure children are ready for kindergarten by increasing kindergarten readiness assessment scores; and
 - 3. Ensure children remain in environments that are familiar and safe by decreasing the number of children and youth entering the foster care system.

The Grantee is required to report to the Agreement Manager how its activities under this Agreement further a minimum of one of these goals.

- D. The DCY Agreement Manager may periodically communicate specific requests and instructions to Grantee concerning the performance of Grant Requirements described in this Agreement. Grantee agrees to comply with any requests or instructions to the satisfaction of DCY within ten days after Grantee's receipt of the requests or instructions. DCY and Grantee expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant Requirements described in this Agreement, and are not intended to amend or alter this Agreement in any way. If Grantee believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, Grantee will immediately notify DCY pursuant to the Notice provision of this Agreement. Grantee agrees to consult with the DCY Agreement Manager as necessary to ensure understanding of the Grant Requirements and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

This Agreement will be in effect from July 1, 2025, through June 30, 2027, provided the Grantee executes and returns this Agreement to DCY on or before August 31, 2025.

However, if the Grantee's executed Agreement is received by DCY after August 31, 2025, this Agreement will be in effect upon signature of the DCY Director, through June 30, 2027, unless this Agreement is suspended or terminated prior to the expiration date.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

In consideration of Grantee's promises and satisfactory performance, the State shall pay the fee identified below.

- A. The total amount of the Grant is One Million Four Hundred Sixty-Two Thousand Eight Hundred Dollars (\$1,462,800.00) to expressly perform the Grant Requirements. Grantee understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. Grantee hereby waives the interest provisions of R.C. 126.30.
- B. Payment:
 - 1. The Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by Grantee during the billing period pursuant to Grantee's accepted budget attached as Exhibit 2 – MIVI Columbus SFY26-27.xlsx. The DCY Agreement Manager may provide written approval to Grantee for requested budget changes that do not exceed the amount listed in this Article for the Agreement period. Such approval may be made without formally amending this Agreement.
 - 2. Grantee must conduct a funds reconciliation of the Grant no later than thirty (30) days from the end of the Agreement period. Grantee will return any Grant funds that exceed actual expenditures paid by Grantee and confirmed by invoices. The DCY Agreement Manager will instruct Grantee on the manner in which to return the unused funds.
- C. The State will reimburse indirect costs in compliance with 2 CFR 200.414 or 45 CFR 75.414, as applicable. The State will reimburse fringe benefits costs in compliance with 2 CFR 200.431 or 45 CFR 75.431, as applicable.
- D. Line item expenses listed in the budget may be reallocated upon the written approval of the DCY Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged.

ARTICLE IV. NOTICES

- A. DCY and Grantee agree that communication regarding Grant Requirements, scope of work, invoice or billing questions, or other routine instructions will be between Grantee and the identified DCY Agreement Manager.
- B. Notices to DCY from Grantee that concern changes to Grantee's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the DCY Deputy Director of Contracts and Acquisitions at 246 North High Street, Columbus, Ohio 43215.
- C. Notices to Grantee from DCY concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to Grantee's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed effective upon receipt. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE V. DATA AND INFORMATION CONTROL

Grantee agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subcontract and/or subgrant agreements executed for the performance of Grant Requirements relative to this Agreement:

- A. Confidentiality. The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Agreement. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other parties, or individuals or organizations about whom the disclosing party keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information to perform its obligations under this Agreement and may not use or disclose any Confidential Information received as a result of this Agreement without the written permission of the disclosing party. The Grantee must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is Confidential Information. In addition, the receiving party may not use or disclose any documents or records that Ohio law prohibits from disclosure.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

1. Was already in the receiving party's possession without the obligation of confidence;
2. Is independently developed by the receiving party with documentary evidence to support the independent development;
3. Is or becomes publicly available without breach of this Agreement, except as provided in the next full paragraph;
4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
5. Is disclosed by the receiving party with the written consent of the disclosing party; or
6. Is released as required by Ohio's Public Records laws, or in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - a. Notifies the disclosing party of such order immediately upon receipt of the order; and
 - b. Allows the disclosing party a reasonable amount of time to pursue a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information to the portion of the Confidential Information needed to satisfy the original order of production and solely for the purposes intended to be serviced by the order.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party must not disclose or use such information in any manner except as expressly authorized in this Agreement. In such instances, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization who have a need to know the Confidential Information to perform under this Agreement.

The receiving party must return all Confidential Information provided by the disclosing party, or if return of the Confidential Information is not possible, destroy the Confidential Information upon termination or expiration of this Agreement. Upon request, the Grantee must provide certification or written confirmation to the State of such return or destruction of the Confidential Information. Notwithstanding the foregoing, the receiving party may keep a copy of the Confidential Information to comply with contractual, legal, or

record-keeping obligations, and any such retained Confidential Information is subject to the requirements of this Agreement for so long as the receiving party has the Confidential Information in its possession.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have its personnel and subcontractors and/or subgrantees who have access to any Confidential Information execute a confidentiality agreement incorporating the obligations in this section.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Agreement. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party will be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision will not, however, diminish or alter any right to claim and recover damages.

This Agreement, including all terms and conditions, pricing, and attachments or exhibits, is not Confidential Information.

The State may require the Grantee, its employees, subcontractors and/or subgrantees, and agents to sign a confidentiality agreement and/or policy acknowledgements before accessing facilities, data, or systems. The Grantee must immediately replace anyone who refuses to sign a required confidentiality agreement or acknowledgement.

- B. Public Records and Retention of Documents and Information. The Grantee acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Agreement, as well as any information, Deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. The Grantee understands that these records will be made freely available to the public unless it is determined that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. The Grantee must comply with direction from the State to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information. Should the Grantee receive a public records request or subpoena with respect to any State Data, the Grantee must immediately notify the State and reasonably cooperate with the State's directions regarding such request.
- C. Security and Safety Rules. When on any property owned or controlled by the State, the Grantee must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- D. Data Security and Privacy Terms. These Data Security and Privacy Terms ("Terms") describe the responsibilities for the Grantee relating to State information security and privacy standards and requirements for all proposed solutions, whether cloud, on-premises, or hybrid based. These Terms apply to all work, services, and personnel across all environments, and State of Ohio ("State") and Grantee locations (e.g., cloud (Software as a Service, Platform as a Service, or Infrastructure as a Service), on-premises, or hybrid) along with the computing elements that the Grantee will perform, provide, occupy, or utilize in performing the work, and any Grantee access to State resources in conjunction with the delivery of work.

The Grantee must comply with these Terms as they apply to the services being provided to the State. The Grantee is responsible for maintaining information security in any environments under the Grantee's management in accordance with these Terms.

These Terms are in addition to the Contract terms and conditions. In the event of a conflict between the Agreement and these Terms, the most stringent standard will prevail.

Definitions

1. Personally Identifiable Information as defined in the Ohio Revised Code means information that can be used directly or in combination with other information to identify a particular individual. It includes:
 - a. A name, identifying number, symbol, or other identifier assigned to a person,
 - b. Any information that describes anything about a person,
 - c. Any information that indicates actions done by or to a person,
 - d. Any information that indicates that a person possesses certain personal characteristics; and
 - e. Security Event is any observable occurrence that is relevant to information security within normal operational noise levels and below pre-defined incident thresholds that does not adversely impact or potentially impact Agreement Data or information systems.
2. Security Incident means there is successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Confidential Data means any type of data that is required to be protected by law or regulation, is intended for confidential use, and may not be copied or removed from the State's operational control without authorized permission. Confidential Data includes data that, if compromised, may result in loss of life, serious injury, or other harm to an individual or group, or disruption to critical State operations.

Confidential Data includes, but is not limited to:

- a. Personally Identifiable Information (PII);
 - b. Student information under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - c. Federal Tax Information (FTI) under IRS Publication 1075 - Tax Information Security Guidelines for federal, state, and local agencies;
 - d. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); United States Code 42 U.S.C. 1320d through 1320d-9 (HIPAA); and Code of Federal Regulations for Public Health and Public Welfare: 42 C.F.R. 431.300, 431.302, 431.305, 431.306, 435.945, 45 C.F.R. 164.502(e) and 164.504(e);
 - e. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy available at <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>;
 - f. Payment Card Industry Data Security Standards (PCI DSS);
 - g. Social Security Administration (SSA) Data which is data received by the State from the Social Security Administration in accordance with the current Computer Matching and Privacy Protection Act between the State of Ohio and the Social Security Administration; and
 - h. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.
4. State IT Security Policies and Standards means the policies and standards available at <https://das.ohio.gov/technology-and-strategy/information-security-privacy/information-security-governance>.

Requirements

1. The Grantee's Responsibilities Generally

At a minimum, the Grantee must maintain the security of Agreement Data in accordance with its compliance obligations specified in the Federal HIPAA regulations.

The Grantee must implement the information security policies, standards, and capabilities set forth in the Agreement, support the State's adherence to the State IT Security Policies and Standards, and use procedures in a manner that does not diminish established State capabilities and standards.

If the Grantee accesses the State's facilities or networks, or provides products, solutions, or services that will be implemented or integrated in the State's controlled environment, the Grantee must ensure its products, solutions, or services comply with Federal HIPAA regulations.

The Grantee's information security and technology responsibilities with respect to the work and services the Grantee is providing to the State include the following, where applicable:

- a. Assist in the implementation of associated security procedures with the State's review and approval, including physical access requirements, User ID approval procedures, and a Security Incident action and response plan.
- b. Support implementation and compliance monitoring as per the State IT Security Policies and Standards; and
- c. Upon identification of a potential issue with maintaining an "as provided" State infrastructure element in accordance with a more stringent State level security policy, the Grantee must identify and communicate the nature of the issue to the State, and, if possible, outline potential remedies for consideration by the State.

2. Protection and Handling of Agreement Data

The Grantee must maintain an information security program made up of policies, procedures, technical and organizational safeguards, and training designed to protect Agreement Data against unauthorized loss, destruction, alteration, access, or disclosure. To protect Agreement Data, the Grantee must use due diligence to ensure that computer and telecommunications systems and services involved in storing, using, or transmitting Agreement Data are secure and prevent Agreement Data from unauthorized disclosure, modification, use, or destruction. To accomplish this, the Grantee must adhere to the following requirements regarding Agreement Data in addition to the confidentiality requirements in the Agreement:

- a. Assume all Agreement Data is both confidential and critical for State operations.
- b. Maintain, in confidence, Agreement Data it may obtain, maintain, process, or otherwise receive from or through the State during the term of the Agreement and pursuant to the provisions of the Agreement and these Terms.
- c. Use and permit its employees, officers, agents, and subcontractors and/or subgrantees to use any Agreement Data received from the State solely to perform its obligations under the Agreement.
- d. Not sell, rent, lease, disclose, or permit its employees, officers, agents, and subcontractors and/or subgrantees to sell, rent, lease, or disclose, any Agreement Data to any third party, except as permitted under the Agreement or required by applicable law, regulation, or court order.
- e. Take all commercially reasonable steps to (a) protect the confidentiality of Agreement Data received from the State and (b) establish and maintain physical, technical, and administrative safeguards to prevent unauthorized access by third parties to Agreement Data received by the Grantee from the State.
- f. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of Agreement Data; and
- g. Ensure that the Grantee's internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of Agreement Data, and periodically review and update these policies, plans, and procedures as needed.

All Agreement Data at rest in systems supporting the Grantee's services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations, ensuring physical and environmental protection controls are implemented as defined in State IT Security Policy 2100-15, and be handled in accordance with the requirements of these Terms at all Grantee locations. All Agreement Data that is not classified as public by the State must be encrypted at rest and while in transit utilizing industry standards

that meet Federal Information Processing Standards (FIPS) validated algorithms and comply with State IT Security Policy IT-14, Data Encryption and Securing Confidential Data.

If the Grantee will be accessing, processing, transmitting, possessing, creating, or storing Confidential Data, the State may require additional documentation from the Grantee and/or input to complete State documentation.

In addition to the warranties provided and pursuant to the terms of the warranties section of the Agreement (i.e., notification, correction, and indemnification), the Grantee warrants that its software is free from viruses, malware, and other harmful or malicious code.

3. Permitted Disclosure to Third Parties

Disclosure of Agreement Data is permitted as set forth in the Agreement. Additionally, disclosure of Agreement Data is also permitted when required by applicable law, regulation, court order, or subpoena. If the Grantee or any of its representatives are ordered or requested to disclose any information provided by the State, whether Confidential Data or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process or otherwise believes that disclosure is required by any law, ordinance, rule or regulation, the Grantee must notify the State within 24 hours of receipt of the order or request in order for the State to seek a protective order or take other appropriate action, as desired. The Grantee must also reasonably cooperate in the State's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information provided by the State.

If, in the absence of a protective order, the Grantee is compelled as a matter of law to disclose the information provided by the State, the Grantee may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case, prior to such disclosure, the Grantee must advise and consult with the State and its counsel as to the scope of such disclosure and the nature of wording of such disclosure) and must use commercially reasonable efforts to obtain confidential treatment for the information disclosed.

The Grantee may disclose Confidential Information to the following people, subject to the requirements of the Agreement and these Terms:

- a. To State or Federal auditors or regulators.
- b. To service providers and agents of either party as permitted by law, provided that such service providers and agents are subject to binding confidentiality obligations; and
- c. To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive.

4. Auditing

- a. If the Grantee provides a solution, service, or product hosted by the Grantee or a cloud provider, the Grantee must obtain an annual audit of the services being provided under this Agreement that meets the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements (SSAE) No. 18, Service Organization Control 2 Type 2 (SOC 2 Type 2). At any point during the term of the Agreement and if not already obtained, the Grantee may obtain and must thereafter maintain StateRAMP or FedRAMP authorization in lieu of a SOC 2 Type 2 audit.
- b. If Grantee provides a solution, service, or product hosted by the Grantee or a cloud provider that completes a financial duty on behalf of the State, the Grantee must obtain an annual audit of the services being provided under this Agreement that meets the AICPA SSAE No. 18, Service Organization Control 1 Type 2 (SOC 1 Type 2).
- c. The SOC 1 Type 2 and SOC 2 Type 2 audits will be completed at the sole expense of the Grantee and the results must be provided to the State within 30 days of the Grantee's receipt

of its audit results each year by emailing the results to Compliance@das.ohio.gov. The results of the audits provided to the State are considered Confidential Information under the Agreement.

- d. When required by law, rule, or regulation, or if the Grantee does not obtain or obtains an adverse opinion on the SOC 2 Type 2 audit described above, the State may, at any time in its sole discretion, elect to perform a security and data protection audit. This includes a thorough review of Grantee controls, security and privacy functions and procedures, data storage and encryption methods, and backup and restoration processes. The State may utilize a third-party Grantee to perform such activities to demonstrate that all security, privacy, and encryption requirements are met. The State will provide its request in writing and will work with the Grantee to schedule time to conduct the audit; and
- e. At no cost to the State, the Grantee must remedy issues, material weaknesses, or other items identified in each audit as they pertain to the services provided under this Agreement.

5. Background Investigations of Grantee Personnel

Any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony may not perform certain services under the Agreement.

The Grantee must conduct background investigations on Grantee personnel that may have access to Agreement Data. The State may conduct background investigations on Grantee personnel that have or may have access to Confidential Data, critical infrastructure systems, or when required by law, rule, or regulation. The State will conduct initial background investigations on Grantee personnel who will have access to FTI and/or CJI that must be favorably adjudicated before being permitted to access the FTI and/or CJI, and ongoing background investigations every five years thereafter for personnel who already have access to FTI and/or CJI.

If any Grantee personnel refuses to have a background investigation completed or has an unfavorably adjudicated background investigation completed, the State may terminate that personnel's access to the Agreement Data.

6. Security Incidents and Events

a. Categories

Security Incidents may fall into one or more of, but are not limited to, the following categories:

- i. Loss or Theft
- ii. Denial of Service (DoS)
- iii. Improper Usage or Access
- iv. Information Spillage
- v. Malicious Code
- vi. Phishing Messages
- vii. Scans/Probes/Attempted Access
- viii. Social Engineering
- ix. Unauthorized Access

Security Events may fall into one or more of, but are not limited to, the following categories:

- i. Unsuccessful log-on attempts
- ii. Unsuccessful denial of service attacks
- iii. Unsuccessful phishing attacks
- iv. Unsuccessful network attacks such as pings, probes of firewalls, or port scans.

b. Security Incident Response and Reporting

The Grantee is responsible for Security Incident response, including containment, eradication, and recovery, to minimize the impact to the State. In addition to the requirements in the Agreement, the Grantee must perform the following in response to a Security Incident involving Agreement Data.

The Grantee is not required to report Security Events unless a pattern of attacks significantly increases the risk of impact.

The Grantee must report in writing to the State within 24 hours of the Grantee becoming aware of any Security Incident and/or use or disclosure of Agreement Data not authorized by the Agreement, including any reasonable belief that unauthorized access to or acquisition of Agreement Data has occurred, and fully cooperate with the State to mitigate the consequences of the Security Incident. Within five business days of the initial Security Incident report to the State, the Grantee must document and begin providing follow-up reports for all Security Incidents to the State. The Grantee must provide updates to the follow-up reports until the investigation is complete. At a minimum, the Security Incident reports will include:

- i. Data elements involved, the extent of the Agreement Data involved in the Security Incident, and the identification of affected individuals, if applicable.
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed Agreement Data, or to have been responsible for the Security Incident.
- iii. A description of where the Agreement Data is believed to have been improperly transmitted, sent, or utilized, if applicable.
- iv. A description of the probable causes of the Security Incident and, in the final report, the root cause.
- v. A description of the proposed plan for preventing similar future Security Incidents, including a recommended risk remediation plan.
- vi. A description of the corrective actions taken, including repair (elimination of a defect or incident and/or restoration of system functionality requirements according to the Agreement) and resolution (a temporary workaround to enable system function).
- vii. Whether the Grantee believes any federal or state laws requiring notifications to individuals are triggered.

The Grantee must comply with all applicable laws that require the notification of individuals, or with other reasonable direction of the State for notification, in the event of a Security Incident involving personally identifiable information, or any other event requiring such notification. The State may, in its sole discretion, choose to provide notice to any or all parties affected by a Security Incident, but the Grantee shall reimburse the State for the cost of providing such notification. Grantee further agrees to provide, or to reimburse the State for its costs in providing, any credit monitoring or similar services that are necessary as a result of Grantee's Security Incident. Under Ohio law, Agreement Data is State property and any illegal activity involving State property is subject to a criminal investigation. The Grantee shall preserve sufficient evidence to ensure accurate Security Incident records, facilitate an investigation, and determine the extent of the Security Incident.

The Grantee shall work with the State to establish a Security Incident reporting communications

procedure including Grantee and State contacts, communication methods and tools. If there is no procedure established, the Grantee must report Security Incidents to the primary contact listed in the Agreement or that contact's successor and the Grantee must report the Security Incident to the State via email at CSC@ohio.gov or call 877.644.6860.

The State reserves the right to conduct an independent investigation of the Security Incident, and the Grantee shall cooperate with the investigation. The independent investigation may be conducted by a State agency or a third party acting on behalf of the State.

7. Generative Artificial Intelligence.

The Grantee must disclose the use of generative artificial intelligence (AI) to the State when producing work that will be owned by the State or the integration of generative AI in products or services used by the State. The Grantee must work with the State to ensure the use of generative AI is reviewed, approved, and complies with the State IT Policy IT-17, Use of Artificial Intelligence, prior to utilizing the generative AI components. The Grantee is not permitted to utilize Confidential Data in training generative AI models except as specifically approved by the State.

- E. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to DCY, and copies of all materials produced under or pertaining to this Agreement will be retained by Grantee and will be made available for audit by state and federal government entities that include but not limited to, DCY, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after Grantee receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, Grantee will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, Grantee must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- F. All records relating to cost, work performed, supporting documentation for invoices submitted to DCY, and copies of all materials produced under or pertaining to this Grant will be retained by Grantee in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is contained at <https://rims.das.ohio.gov/GeneralSchedule>. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, Grantee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. Grantee agrees to retain all records in accordance to any litigation holds that are provided to them by DCY, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require Grantee to keep the records longer than the approved records retention schedule. Grantee will be notified by DCY when the litigation hold ends and retention can resume based on the approved records retention schedule. If Grantee fails to retain the pertinent records after receiving a litigation hold from DCY, Grantee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- H. If applicable, Grantee hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, Grantee further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VI. PAYMENT PROVISIONS

- A. Certification Of Funds/Purchase Order Requirements. None of the duties or obligations in this Agreement are binding on the State and the Grantee will not begin performance on this Agreement, until all of the following conditions are met:
1. All statutory provisions under the Ohio Revised Code have been met.
 2. All necessary funds are made available to DCY.
 3. If required, the Controlling Board of Ohio has approved the purchase in accordance with R.C. 127.16; and
 4. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from the DCY, which is certification that the above requirements have been met.
- B. Invoice Requirements. The Grantee, authorized to submit invoices, must submit an original monthly invoice to the office designated in the purchase order. The Grantee will only be compensated for the Deliverables accepted by the State. To be a proper invoice, the invoice must include the following:
1. The purchase order number authorizing the delivery of supplies or services;
 2. State of Ohio Agreement Number (if applicable);
 3. DCY Name;
 4. DCY Billing Address;
 5. Delivery location of supplies or services;
 6. Grantee Name;
 7. Grantee Address;
 8. Grantee's Unique Invoice Number;
 9. Date that services were provided or that supplies were delivered;
 10. Itemization of supplies or services provided, including cost;
 11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
 12. Receipt or other proof of cost;
 13. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, description of Grant Requirements completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
 14. Clear statement of total payment expected.
- C. Payment Due Date and Process. Unless otherwise stated in this Agreement and in accordance with R.C. 126.30, payments under this Agreement will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the State will be considered the date payment is made. Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The State's preferred method of payment is by electronic funds transfer. However, DCY may also make payment by State of Ohio payment card or by warrant issued by the Office of Budget and Management. At the time of Agreement award, Grantee must be able to accept all forms of payment from DCY.
- D. Grantee expressly understands that DCY does not have the ability to compensate Grantee for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. Grantee must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

ARTICLE VII. PERFORMANCE AND COMPLIANCE

- A. Custom Deliverables. DCY agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Agreement or with funds provided by this Subgrant will become the property of Grantee, which will have the unrestricted right to reproduce, distribute, modify, maintain and use in any way it deems appropriate. However, DCY is hereby granted

a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, distribute, or otherwise use, and to authorize others to use for state or federal purposes:

1. The copyright in any work developed in whole or part with funds provided pursuant to this Subgrant; and
2. Any rights of copyright Grantee purchases in whole or part with funds provided pursuant to this Subgrant.

Grantee also agrees that all materials and items produced under this Agreement will be made freely available to the general public unless DCY determines that, pursuant to federal and state laws, such materials are confidential.

- B. License in Commercial Material. Commercial Material means anything that has been developed at private expense by the Grantee or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples of Commercial Material include written reports, books, pictures, videos, movies, computer programs, software, and computer source code and documentation. Commercial Material includes Commercial Software (defined below).

Use of any Commercial Material will be governed by the applicable license terms negotiated and accepted by the State. If any Commercial Material is added to the Deliverables after Agreement award, Grantee must disclose the applicable license agreement(s) or other terms for any additional Commercial Material and assist the State as needed in any negotiation of the license agreement(s) or other terms.

In addition to the license or other terms applicable to the Commercial Material and except for Commercial Material that is software ("Commercial Software" as defined in the next section):

1. If the Commercial Material is copyrighted and published, the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Grantee;
2. If the Commercial Material is patented, the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Grantee; and
3. If the Commercial Material consists of trade secrets, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Grantee, whether or not the material is copyrighted when delivered to the State, and the State will treat the Commercial Material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Grantee assumes under the Confidentiality section of this Agreement with respect to State Confidential Information.

- C. Replacement Personnel. The Agreement contains the names of specific people who will perform the work. The quality and professional credentials of those people were material factors in the State's decision to enter this Agreement. Therefore, the Grantee will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Grantee will not remove those people from the work without the prior, written consent of the State, except as provided below.

The Grantee may remove a person listed in the Agreement from the work if doing so is necessary for legal or disciplinary reasons, in the case of the person's resignation, the ceasing of his or her employment with the Grantee, or in the case of a leave of absence due to medical or personal extenuating circumstances. When the unavailability of a listed person becomes known to the Grantee, the Grantee must give the State immediate written notice of the unavailability or removal of the person.

The Grantee must have candidates with equal or better qualifications available to replace any person listed by name in the Agreement when needed. The Grantee must submit two resumes of candidates to replace each person removed or who otherwise becomes unavailable, along with such other information as the State may reasonably request, within five business days after the notice.

The State will select one of the two proposed replacements or will reject both within ten business days after the Grantee has submitted the proposed replacements to the State. The State may reject the proposed replacements for any reason.

The Grantee's failure to meet the requirements of this section, which include the specified failures below, will constitute a default:

1. Failure to provide replacement candidates with equal or better qualifications than the removed or unavailable person;
2. Failure to provide the notice required under this section; and
3. Failure to provide two qualified replacement candidates for each removed or unavailable person.

In such case, the State may seek the remedies available to it under this section or as provided in this Agreement.

The State has the right to require the Grantee to remove any person from performing the work if the State determines that any the person has interfered or may interfere with the State's interests of ensuing its operations are carried out in an efficient, professional, legal, and secure manner. In such a case, the request for removal from the State will be considered the required notice under this section, the person requested to be removed by the State will be treated as a person who has become unavailable, and the Grantee will follow the procedures identified above for replacing an unavailable person. This provision also applies to any person engaged by the Grantee's subcontractors.

- D. Force Majeure (Excusable Delay). Neither party will be liable for any delay in its performance that arises from causes beyond its or its subgrantee's and/or subcontractor's control and without its or its subgrantee's and/or subcontractor's negligence or fault. For purposes of this section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the State or the Grantee cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. If a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information about the force majeure event; and
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

- E. Agreement Performance Management. DCY is responsible for administering and monitoring the Grantee's compliance and performance on this Agreement. Therefore, the Grantee must respond to complaints about performance of the obligations in this Agreement to such entities in a timely manner. If the Grantee fails to perform any one of its obligations under this Agreement, it will be in Default.

If the Grantee fails to satisfactorily correct the performance or compliance issue within the time designated by DCY, Grantee may employ all available options and remedies, including termination of the Agreement, if necessary, to resolve the Grantee's continued nonperformance or noncompliance.

F. Quality Assurance. At the option of DCY, samples may be taken from deliveries made and submitted for laboratory tests. DCY will bear the cost of testing to determine if samples are in compliance with the Agreement. If samples do not conform to the Agreement, Grantee will bear the costs of testing and the terms and conditions of the Suspension/Termination provision of this Agreement will be applied.

G. Agreement Remedies.

1. **Actual Damages.** The Grantee is liable to the State for all actual and direct damages caused by the Grantee's Default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Grantee. The State may recover the costs associated with self-performance or acquiring substitute Deliverables, less any expenses or costs avoided by the Grantee's Default.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine or are otherwise not addressed in the Agreement, the State may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the Default, for every day that the Default is not cured by the Grantee.
3. **Right to Withhold or Offset.** DCY may withhold payment or set off the amount of any liquidated damages, other damages, or any other obligation of the Grantee or its subsidiaries to the DCY, including any amounts the Grantee owes to DCY under this Agreement, against any payments due to the Grantee under this Agreement.

H. Suspension/Termination. In the event of suspension or termination, the State will issue a notice. Any notice of suspension or termination, in full or in part, will be effective as specified in the notice. The Grantee must immediately cease all work, and take all steps necessary to minimize the costs the Grantee will incur related to this Agreement as directed by the notice. Suspension or termination of this Agreement will not limit the Grantee's continuing obligations with respect to Deliverables that the State paid for or ordered before the effective date of such suspension or termination or limit the State's rights in such.

At the State's request, the Grantee must immediately prepare a final report and deliver such report to the State. The report must detail the work completed OR not processed prior to the time of notice. If applicable, the report must include the percentage of the Activity's completion, estimated time for delivery of all orders received but not processed, any costs incurred by the Grantee in doing the Grant Requirements to date, and any Deliverables completed or partially completed but not delivered to the State at the time of notice. Based on the State's approval of the final report and as directed, the Grantee must deliver work, whether completed or not, to the State. Any Deliverables will be subject to approval by the State. The Grantee may be entitled to payment for any Deliverables that have been delivered and accepted at a pro-rated amount based on the compensation structure of this Agreement.

1. **Agreement Suspension.**

- a. **Suspension for Cause.** If the Grantee fails to perform any one of the Grantee's obligations under this Agreement, the Grantee will be in Default and the State may suspend rather than terminate this Agreement. In the case of suspension for Default, the State will be entitled to all remedies available under this Agreement.
- b. **Suspension for Convenience.** In the case of a suspension for the State's convenience, the amount of compensation due to the Grantee for work performed before the suspension will be determined in the same manner as provided in Section H.2.a. for termination for the State's

convenience or the Grantee may be entitled to compensation for work performed before the suspension.

The notice of suspension, whether with or without cause, will be effective immediately, on the Grantee's receipt of the notice.

The State may not suspend the work for its convenience more than twice during the term of this Agreement, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Grantee does not receive notice to resume or terminate the work within the 30-day suspension, then this Agreement will terminate automatically for the State's convenience at the end of the 30-calendar day period.

2. Agreement Termination.

- a. Termination for Convenience. DCY may terminate this Agreement for its convenience after issuing written notice to the Grantee. The Grantee will be entitled to the pro-rated price for any Deliverable or portion of a Deliverable that the Grantee has delivered and the DCY has accepted before the termination. Total payments will not exceed the amount payable to the Grantee as if the Agreement or order had been fully performed, and the DCY will not be entitled to any refund of fees already paid by the DCY before the date of termination. This will be the Grantee's exclusive remedy in the case of termination for convenience and is available to the Grantee only after the Grantee has submitted a proper invoice.
- b. Termination for Cause. If the Grantee fails to perform any of its obligations under this Agreement, the Grantee will be in Default, and DCY may terminate this Agreement in accordance with this Section. If this Agreement is terminated for cause, DCY will be entitled to a pro rata refund of any prepaid fees for the applicable orders subject to the termination. Termination for cause includes but is not limited to:
 - i. Termination for Persistent Default. DCY may terminate for Defaults that are cured but are persistent. "Persistent" means three or more Defaults. After providing notification to the Grantee of its third Default, DCY may terminate without providing the Grantee with an opportunity to cure. The three Defaults are not required to be related to each other in any way.
 - ii. Termination for Endangered Performance. DCY may terminate if it determines that the performance is endangered through no fault of its own.
 - iii. Termination for Financial Instability. DCY may terminate if the Grantee fails to timely pay its subgrantees and/or subcontractors, files a petition in bankruptcy or similar action, or DCY finds other evidence of the Grantee's financial instability.
 - iv. Termination for Delinquency, Violation of Law. DCY may terminate if it determines that the Grantee is delinquent in its payment of federal, state or local obligations including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a State agency or political subdivision. DCY also may terminate if it determines that the Grantee has violated any law during the performance of this Agreement.
 - v. Termination for subgrantee and/or subcontractor Default. DCY may terminate for Default caused by the Grantee's subgrantees and/or subcontractors. Any claims of its subgrantees and/or subcontractors due to suspension or termination will be the sole responsibility of the Grantee; and
 - vi. Termination for Failure to Retain Certification, License, and Permits. DCY may immediately terminate if Grantee fails to obtain and maintain all official permits, approvals,

licenses, certifications (Including CRP, MBE, EDGE and Veteran Friendly Business Enterprise certifications), and similar authorizations required by this Agreement or by any local, state, or federal law throughout the duration of this Agreement.

- I. Time Is of the Essence. Time is of the essence in this Agreement. The Grantee must deliver Deliverables and meet milestones as required by the Agreement or coordinate an acceptable date and time for delivery with the DCY. If the Grantee is not able to or does not provide the Deliverables to DCY or meet milestones by the date and time set forth in the Agreement or agreed upon by the parties, the State may obtain any remedy as described herein or any other remedy at law.

ARTICLE VIII. AGREEMENT CONSTRUCTION

A. Agreement Amendments / Waiver.

1. Amendments. No change to any provision of this Agreement will be effective unless it is in writing and signed by the parties to this Agreement. However, the State may document non-material changes in writing and provide notice to the Grantee. Unless specifically provided otherwise in this Agreement or agreed to in writing by DCY, no terms or conditions included on a Grantee's quote or ordering document will be valid or enforceable against the State and are specifically excluded from this Agreement. No "click-through," "shrink-wrap," "browse-wrap," or other terms that have not been specifically negotiated by the Grantee and the State, whether before, on, or after the date of this Agreement, will be effective to add or modify the terms of this Agreement, regardless of any party's "acceptance" of those terms by electronic means.
2. Waiver. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Agreement will not be a waiver of those terms or to any other terms of this Agreement. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

- B. Assignment / Delegation. The Grantee must not assign any of its rights nor delegate any of its duties under this Agreement without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

- C. Binding Effect. Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Grantee.

- D. Language Construction. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

- E. Days and Times. When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise. When this Agreement refers to times, it means Columbus, Ohio local time.

- F. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.

- G. Injunctive Relief. Nothing in this Agreement is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

- H. Notices. For any notice under this Agreement to be effective, the notice must be made in writing and delivered to the appropriate contact provided in the Agreement.

- I. Order of Priority. Unless otherwise stated in this Agreement, the terms and conditions of this Agreement will take precedence over the attached exhibits or any other terms and conditions or documents

referenced or incorporated by reference in this Agreement, including but not limited to the Funding Opportunity and the Provider's Proposal Application. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the Funding Opportunity and the Proposal Application, the Funding Opportunity will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of DCY.

- J. Publicity. The Grantee must not do the following without prior, written consent from the State:
1. Advertise that the Grantee is doing business with the State;
 2. Use this Agreement as a marketing or sales tool; or
 3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Grantee or a third party.
- K. Severability. If any provision of the Agreement or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.
- L. Subcontracting. The State recognizes that it may be necessary for the Grantee to use a subgrantee and/or subcontractor to perform a portion of the work under the Agreement. In those circumstances, the Grantee must submit a list identifying the Grantee's subgrantees and/or subcontractors. The Grantee may not enter into subcontracts related to the Agreement after award without written approval from the State. If any change occurs during the term of the Agreement, that requires a change to identified subgrantees and/or subcontractors, the Grantee must amend its list of subgrantees and/or subcontractors and request written approval from the State. The State reserves the right to reject any subgrantee and/or subcontractor submitted by the Grantee.
- All subcontracts will be at the sole expense of the Grantee and the Grantee will be solely responsible for payment of its subgrantees and/or subcontractors. The Grantee assumes responsibility for all subcontracting and third-party manufacturer work performed or product delivered under the Agreement. All agreements with subgrantees and/or subcontractors must incorporate the applicable terms of this Agreement by reference and include the following provisions: (1) the subgrantees and/or subcontractor agrees to be bound by all applicable terms and conditions of this Agreement; and (2) the terms of this Agreement prevail over any conflicting terms of the agreement with the subgrantee and/or subcontractor. The Grantee will be the sole point of contact for all contractual matters.
- M. Survivorship. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages will survive the termination of this Agreement. In addition, to the extent necessary to carry out the purpose of this Agreement, all other terms, conditions, representations or warranties contained in this Agreement will survive the expiration or termination of this Agreement.
- N. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- O. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Grantee and the State and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the State and Grantee.

ARTICLE IX. LIABILITY PROVISIONS

- A. General Representations and Warranties. The Grantee warrants that:

1. The recommendations, guidance, and performance of the Grantee under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with the Grantee's standard business practices.
4. The Deliverables are merchantable and fit for the particular purpose described in this Agreement and will perform substantially in accordance with its user manuals, technical materials, and related writings.
5. The Deliverables comply with all governmental, environmental and safety standards.
6. The Grantee has the right to enter into this Agreement.
7. The Grantee has not entered into any other agreements or employment relationships that restrict the Grantee's ability to perform under this Agreement.
8. The Grantee will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
9. The Grantee has good and marketable title to any Deliverable delivered under this Agreement for which title passes to the State.
10. The Grantee has the right and ability to grant the license granted in any Deliverable for which title does not pass to the State.
11. For one year from the delivery date of any products or software, the products or software will be free of material defects.

The Grantee must notify the State in writing immediately upon the discovery of any breach of the warranties given above. Further, if any work of the Grantee or any Deliverable fails to comply with these warranties, and the Grantee is so notified in writing, the Grantee will correct such failure in a commercially reasonable time or as specified in the Agreement. If the Grantee fails to comply, the Grantee will refund the amount paid for the Deliverable. The Grantee will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

Any other express warranties offered by the Grantee will be a minimum of one year from Acceptance or the Grantee's standard warranty, whichever is longer.

- B. Infringement of Patent or Copyright. To the extent permitted by law, if any of the materials, reports, or studies provided by Grantee are found to be infringing items and the use or publication thereof is enjoined, Grantee agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Grantee under this section survive the termination of this Agreement, without limitation.
- C. Insurance. The Grantee is self-insured and will maintain insurance throughout the term of the Agreement.
- D. Limitation of Liability. The parties agree as follows:

Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Grantee under Article III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

- E. Product Recall. In the event a Deliverable has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for

human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, the Grantee must notify DCY within two business days after notice has been given. The Grantee must, at the option of the DCY, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Grantee must remove and/or replace affected product within a reasonable time as determined by DCY. At the option of DCY, the Grantee may be required to reimburse storage and handling fees to be calculated from time of delivery and acceptance to actual removal. The Grantee will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a Default.

ARTICLE X. REGULATORY AGREEMENT REQUIREMENTS

- A. Antitrust. The State and the Grantee recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. Pursuant to Section 109.81 of the Ohio Revised Code, the Grantee therefore assigns to the State all state and federal antitrust claims and causes of action that the Grantee has or acquires relating to the goods and services acquired under this Agreement.
- B. Appropriation of Funds. The State's funds are contingent upon the availability of lawful appropriations. If the Ohio General Assembly or any third party providing funding fails at any time to continue funding for the payments or any other obligations due by the State under this Agreement, the State will be released from its obligations on the date funding expires. If appropriations are approved, the State may continue this Agreement past the current biennium by issuing written notice of continuation to the Grantee. Any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.
- C. Campaign Contributions. Unless this Agreement was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Grantee hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- D. Compliance with Law. The Grantee must comply throughout the duration of the Agreement with all applicable federal, state, and local laws and Executive Orders while performing under this Agreement.
- E. Conflict of Interest/Ethics. Grantee represents, warrants and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws or is otherwise a conflict of interest.
- F. Grantee's Warranty Against an Unresolved Finding for Recovery. Throughout the Agreement term, the Grantee warrants that the Grantee is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*, and the Grantee must immediately repay any funds paid under this Agreement.
- G. Debarment. Throughout the Agreement term, the Grantee represents and warrants that neither it nor any of its subgrantees and/or subcontractors are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false on the date the parties signed this Agreement, this Agreement is void *ab initio*, and the Grantee must immediately repay any funds paid under this Agreement.
- H. Drug Free Workplace. The Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace and must make a good faith effort to ensure that all Grantee employees, while working on State property or performing work on behalf of the State, will not purchase, transfer, use, be under the influence of, or possess illegal drugs, non-medical cannabis (recreational marijuana), or alcohol, or abuse prescription drugs or medical marijuana in any way.

- I. Prohibition of The Expenditure of Public Funds for Offshore Services. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available outside of the United States, unless DCY obtains a duly signed waiver from the State. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs or for data located outside of the United States for which a waiver was not received. The State does not waive any other rights and remedies provided to the State in this Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Grantee for purchases or investments in a Russian institution or company in violation of this paragraph. .

The Grantee must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Grantee understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Grantee changes the location(s) disclosed on the Affirmation and Disclosure Form, Grantee must complete and submit a revised Affirmation and Disclosure Form to DCY reflecting such changes. The applicable provisions of this section will expire if the applicable Executive Order is no longer effective.

- J. Governing Law. This Agreement is governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.

- K. Independent Contractor Acknowledgement. It is fully understood and agreed that Grantee is an independent contractor and is not an agent, servant, or employee of the State. Grantee declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Grantee understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Grantee acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Grantee is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Grantee must have any individual performing services under the Agreement complete and submit to DCY the Independent Contractor/Worker Acknowledgement form.

Grantee's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Grantee executes this Agreement will serve as Grantee's certification that Grantee is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code.

- L. Registration with the Secretary Of State. Grantee certifies that it is one of the following:
1. A domestic corporation that is properly registered with the Ohio Secretary of State; or
 2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 3. Exempt from the registration requirements of the Ohio Secretary of State.
- M. Taxes. Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.

- N. Trade. Pursuant to Section 9.76(B) of the Ohio Revised Code, Grantee warrants that Grantee is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement period.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States or transact business with any entity or individual subject to financial sanctions imposed by the United States. The Grantee certifies that it, its subgrantees and/or subcontractors, and any agent of the Grantee or its subgrantees and/or subcontractors, will acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those entities and individuals subject to sanctions can be found at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. These sanctions generally preclude most transactions involving Cuba, Iran, and Sudan, and most imports from Burma or North Korea.

- O. Use of MBE and Edge Vendors. Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the State encourages the Grantee to purchase goods and services from Ohio certified MBE and EDGE vendors.
- P. Legal Representation and Rights. The Ohio Attorney General is the chief law officer for the State of Ohio, its agencies, boards and commissions, and only the Ohio Attorney General has the authority to appoint outside legal counsel to represent the State. Grantee agrees that any provisions in this Agreement or any documents incorporated by reference that provide or allow for outside legal representation to defend or settle claims on behalf of the State or provide for a third party to have sole control of a defense or settlement of a claim do not meet the requirements of state law and are considered stricken. Grantee also agrees that, unless specifically agreed to in writing by the State, any provisions that require or provide for a waiver of any legal rights, remedies, or litigation defenses (i.e., waiver of a jury trial) do not meet the requirements of state law and are considered stricken.
- Q. Statute of Limitations. Statutes of limitations generally do not apply to actions brought by the State and any such provisions in this Agreement or in any documents incorporated by reference are considered stricken.
- R. Restrictions on Lobbying. Grantee affirms that no federal funds paid to Grantee by DCY through this Agreement or any other agreement have been, or will be, used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any lobbying activity. Activity includes, but is not limited to serving on a committee with the responsibility over lobbying decisions designed to influence Congress or any State government, State legislature, or local legislature or legislative body. Grantee further affirms compliance with all federal lobbying restrictions, including 31 USC 1352 and with the Ohio executive agency lobbying restrictions contained in R.C. 121.60 through 121.69. If this Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), Grantee affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- S. Accessibility Requirements. If applicable, the Grantee warrants it will comply with federal and state disabilities laws and regulations and also warrants that the Deliverables provided under this Agreement conform to the applicable accessibility requirements of WCAG 2.1 Level AA or the most current version (the "Accessibility Standards"), Section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The Grantee must promptly respond to and resolve any complaint regarding accessibility of its products and services. If at any time, the Deliverables provided under this Agreement do not fully conform to the Accessibility Standards, the Grantee must immediately notify the State in writing of the nonconformance and provide to the State a plan to achieve conformance to the Accessibility Standards, including an intended timeline for conformance. The Grantee further agrees to

indemnify and hold harmless the State from any claims or damages arising out of Grantee's failure to comply with the requirements of this section. Failure to comply with these requirements will constitute a material breach of this Agreement for which the State may terminate this Agreement.

ARTICLE XI. PROGRAM RELATED TERMS AND CONDITIONS

HIPAA Compliance. When the Grantee is handling State Data that includes health or medical data, the Grantee must comply with the data handling and privacy requirements of HIPAA and its associated regulations. Additionally, some or all of the State Data may be client identifying information covered by 42 C.F.R. Part 2. Grantee may only disclose such client identifying information back to the State and is bound in all respects by the regulations of 42 C.F.R. Part 2.

ARTICLE XII. GLOSSARY

The following definitions are applicable to all components of the Agreement:

- A. Acceptance: Approval and retention by the DCY of any products, supplies, services or other Deliverables, delivered to fulfill Agreement requirements.
- B. Agreement Data: State Data that Grantee has access to, transmits, processes, possesses, creates or stores in providing services to the State.
- C. Default: The omission or failure to perform any obligation under this Agreement.
- D. Deliverable: Any Grantee-provided products, supplies, services or work product described in the specifications of the Agreement.
- E. State: The State of Ohio.
- F. State Data: All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to, Confidential Data (defined in Article V). All State Data is and will remain the property of the State and, unless specifically provided otherwise in the Agreement, Grantee acquires no right, title, or interest in or to State Data.

Signature Page and Exhibits Follow:

Remainder of page intentionally left blank.

List of Exhibits:

Exhibit 1 – Grant Requirements

Exhibit 2 – MIVI Columbus SFY26-27.xlsx

Exhibit 3 – Affirmation and Disclosure Form

Exhibit 4 – County Requirements

Exhibit 5 – Service Implementation

Exhibit 6 – Avenues of Outreach

Exhibit 7 – Data Entry Protocols

**OHIO DEPARTMENT OF CHILDREN AND YOUTH
GRANT AGREEMENT for
Maternal and Infant Vitality Initiative**

SIGNATURE PAGE

DCY-G-2627-0408

THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF CHILDREN AND YOUTH.

Columbus Public Health

Ohio Department of Children and Youth

Authorized Signature

Kara B. Wente, Director

Printed Name

Date

Date

240 Parsons Avenue
Columbus, Ohio 43215

246 North High Street
Columbus, Ohio 43215

Exhibit 1:
Grant Requirements

Grant Requirements

Grantee must:

1. Provide Neighborhood Navigation services.
 - a. Grantee must embed Neighborhood Navigators in high-priority service areas most affected by infant mortality in order to increase outreach and engagement among Black or African American pregnant women and other locally identified populations.
 - b. Grantee must facilitate client outreach and identification through consistent community engagement.
 - i. This includes at least three public-facing events or tabling activities per quarter in non-traditional spaces.
 - c. Grantee must provide Neighborhood Navigation services by completing screenings, referrals, and three follow-ups using a structured, person-centered approach to ensure individuals are served and connected to needed clinical and social services.
 - i. Number of clients required to be served will be determined by DCY in Exhibit 4.
 - d. Grantee must prioritize targeted engagement for client recruitment.
 - i. Ensuring quarterly at least 80 percent of clients served identify as Black or African American.
 1. For example, if 70 percent of the clients served at the close of the second quarter identified as Black/African American, the Maternal and Infant Vitality (MIV) team has met 87.5% of the benchmark $[(0.7/0.8)*100=87.5\%$.
 - a. REDCap variable: c_race = Black/African American (2).
 - b. REDCap Data Entry must comply with the data entry protocols listed in Exhibit 7.
 - ii. Ensuring at least 85% of clients are identified through non-traditional avenues of outreach, as defined in Exhibit 6.
 1. Validation of this Deliverable will be determined by calculating the proportion of the benchmark met.
 - a. For example, if 70% of clients served at the close of Q2 are from non-traditional avenues of outreach, the MIV team has met 82% of the benchmark.
 - e. Collect and report service data using REDCap or equivalent tools to validate client service and support ongoing quality improvement.
 2. Coordinate stakeholder engagement.
 - a. Grantee must lead coordinated efforts to reduce Black and African American infant mortality by fostering strong partnerships and utilizing data to drive service decisions.
 - b. Grantee must facilitate regular stakeholder engagement through meetings with state-funded and local partners to review data, share updates, and collaborate on strategic planning.
 3. Implement targeted, community-responsive strategies.

- a. Grantee must implement a data-informed service or strategy in partnership with stakeholders (e.g. Cribs for Kids, Partners for Change, Fetal and Infant Mortality Review, Queens Village, Community and Faith-Based Organizations, etc.), using community needs and established frameworks to address a key driver of Black and African American infant mortality.
 - i. Work with stakeholders to identify any gaps in maternal and infant health and fill those gaps with implementation of a strategy.
 - ii. Stakeholder engagement meetings must guide the strategy implementation and ensure community perspectives are embedded throughout the process.
 - b. Grantee must develop measurable outcomes and track progress to ensure accountability and demonstrate impact.
 - c. Grantee must align all efforts with community priorities, avoid duplication of existing services, and aim to produce sustainable change.
4. Data analysis and dissemination for infant mortality prevention.
 - a. Grantee must conduct comprehensive local data analyses to identify and communicate the root causes and contributing factors of infant mortality and adverse birth outcomes.
 - b. Grantee must identify and refine priority service areas using local data, methodologies, and contextual insights.
 - c. Grantee must develop and implement a data analysis plan that includes both standardized and locally defined performance measures.
 - d. Grantee must disseminate findings through data products (e.g., reports, infographics, dashboards) to inform local stakeholders and support targeted prevention strategies.
5. Reporting and technical assistance.
 - a. Grantee must participate in technical assistance (TA) activities as coordinated by DCY, including required MIV-wide meetings, regional convenings, one-on-one consultations with the state team, and support from external partners.
 - b. Grantee must attend all required technical assistance (TA). DCY will determine and communicate to subrecipients mandatory versus optional TA. Additionally, DCY may identify the MIV role(s) (Project Coordinator, Epidemiologist, and/or Neighborhood Navigator) required to attend to qualify for reimbursement.
 - i. TA includes participation from required members of the local MIV team in activities coordinated by DCY. TA may include: MIV-wide meetings (could require travel for in-person), regional meetings, individual one-on-one meetings with the MIV State Team, and/or TA from external partners.
 - ii. At DCY discretion, subrecipients who miss a TA call may review the recorded TA call and submit a post-test. Passage of the post-test may serve as verification of attendance.
 - c. Grantee must support transparency, accountability, and continuous quality improvement in efforts to reduce disparities and improve outcomes in maternal and infant health.

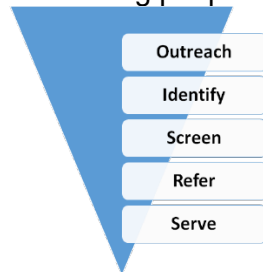
Deliverables

1. Grantee must provide comprehensive monthly and quarterly reports on progress towards each Agreement Deliverable using the DCY-provided expenditure and monthly

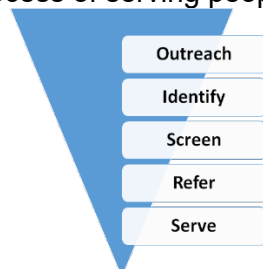
and quarterly reporting templates. Grantee must submit Monthly Reports by the 15th of each month (the Monthly Report cadence). Grantee must submit all Quarterly Reports by October 15th, January 15th, April 15th, and July 15th of each SFY (the Quarterly Report cadence).

2. Grantee must submit for DCY approval an interim annual report (due June 15, 2026) and final annual report (due July 15, 2027) on maternal and infant health using the DCY-provided templates.
3. Grantee must submit final priority service area methodology utilized. Priority geographies must be identified and included in submission. Priority geographies can be at a zip code or census tract level.
 - a. MIV teams must refine priority service geographies based on their own unique methods, additional data sources, and local context. DCY encourages epidemiologists to leverage Ohio Health Improvement Zones and Community Wellbeing: Social Determinates of Health dashboards linked below:
 - i. [Community Wellbeing: Social Determinants of Health | DataOhio](https://data.ohio.gov/wps/portal/gov/data/view/social-determinants-of-health) (<https://data.ohio.gov/wps/portal/gov/data/view/social-determinants-of-health>)
 - ii. [Health Improvement Zones](https://odh.ohio.gov/know-our-programs/health-excellence/health-improvement-zones) (<https://odh.ohio.gov/know-our-programs/health-excellence/health-improvement-zones>)
 - b. Grantee must submit its priority service areas and methodologies by September 15, 2025, for SFY 2026 and September 15, 2026, for SFY 2027.
4. Grantee must submit data analysis of state-standardized and locally-developed performance measures via a data analysis plan template provided by DCY. Grantee must submit its quarterly data analysis plans on the Quarterly Report cadence.
5. Grantee must communicate infant mortality, birth outcomes, and maternal and child health data through defined channels to reach various priority populations.
 - a. Examples of data dissemination products that may meet this requirement include reports, fact sheets, social media posts, infographics, mapping, dashboards, presentation slides, etc. The objective of the data product must demonstrate one of the following:
 - i. Infant mortality or other birth outcomes data (e.g., preterm or very preterm birth, low birth rate, etc.).
 - ii. Contributors to infant mortality and poor birth outcomes (e.g. leading cause of infant death, perinatal smoking, adequacy of prenatal care, maternal infections, sleep environment).
 - iii. Identification of populations who have disparate outcomes.
 - iv. Social Determinants of Health data as it relates to and impacts birth outcomes (housing, transportation, food insecurity, etc.).
 - v. Work with the county's Fetal Infant Mortality Review and Child Fatality Review to analyze data related to infant and fetal deaths to support local prevention efforts.
 - b. Data dissemination products must not be a resubmission of an already required deliverable or a previous data product with updated data. Grantee must demonstrate with narrative, documented in the quarterly report, how the submitted data product meets one of the objectives outlined above.
 - c. Grantee must submit quarterly data products on the Quarterly Report cadence.
6. Grantee must conduct outreach activities to identify Black or African American pregnant women and additional populations as outlined in Exhibit 4. The objective is to support Neighborhood Navigators' community engagement efforts, allowing them to build and strengthen connections within the community.

- a. Grantees may allocate funds for community engagement, educational programming, hosting and/or attending community events, developing new community partnerships, etc.
- b. At least three (3) events or tabling activities must be completed every quarter.
 - i. Events may include, but are not limited to, community baby showers, resource fairs, or community forums.
 - ii. Tabling activities must take place at non-traditional referral spaces, with the goal of identifying and reaching Black or African American pregnant women who are not connected to clinical care and/or traditional services.
 - iii. Events must be open to the public and may be hosted by the MIV funded organization or in partnership with a community or faith-based organization.
 - iv. Examples of non-traditional spaces include food pantries, childcare centers, churches, or any other venues listed under "non-traditional" in Exhibit 6.
- c. This Deliverable encompasses the top two steps of the Navigation process (outreach and identify), as outlined in the triangle below, which demonstrates the process of serving people through Neighborhood Navigation:



- d. Grantee must submit a narrative on outreach activities conducted each month, on the Monthly Report cadence. Additionally, a narrative summarizing these activities must be submitted on the Monthly Report cadence.
7. Grantee must screen, refer, and serve Black or African American pregnant women as outlined in Column B of Exhibit 4, for the respective county. The definition of “served” is the completion of the required waiver and documentation of at least three (3) follow-ups with individuals that have been screened and provided referrals.
- a. The Grantee may serve another population up to the identified amount listed in Column C of Exhibit 4, for the respective county. The population must be chosen based on data showing that there is a need in the community, and may include groups such as: pre-conception, postpartum, or fathers.
 - i. It is expected that this additional population is served through the same Neighborhood Navigation process as outlined above (i.e., outreach, identification, screening, referral and three (3) follow-ups).
 - b. This Deliverable encompasses the top two steps of the Navigation process (screen, refer, and serve), as outlined in the triangle below, which demonstrates the process of serving people through Neighborhood Navigation:



- c. Grantee must enter data into REDCap by the 15th of each month. Grantee must:
 - i. Document consent for each client.
 - ii. Complete three (3) required follow-ups for each client.
 - iii. Comply with the data entry protocols listed in Exhibit 7
- 8. Grantee must, in partnership with DCY, organize and facilitate stakeholder meetings to strategize current and future infant mortality efforts. These meetings are intended to review data, including data dissemination products created, and increase engagement and collaboration with partners.
 - a. Invitations are required for state-funded partners, including, but not limited to, Community and Faith-Based, Cribs for Kids, Partners for Change, Perinatal Behavioral Health Peer Support, Pregnancy and Parenting Centers, Queens Villages, etc.
 - b. Stakeholder meetings must be held at least four times per year, and meetings must be spread throughout the year to ensure ongoing communication and collaboration.
 - c. Grantee must submit agenda, meeting attendance and meeting minutes on the Quarterly Report cadence.
- 9. Grantee must, in collaboration with stakeholders at engagement meetings, identify and implement a service and/or activity to address a specific key driver contributing to Black and African American infant mortality. Additional information is available in Exhibit 5.
 - a. Grantee, in collaboration with stakeholders, must use data to identify and plan the service to be implemented. Grantee must identify and plan the service to be implemented during the first two quarters of the Agreement period. If less time is needed for identification and planning, the Grantee may begin implementation with approval from DCY.
 - b. Grantee must do one of the following:
 - i. Use the Final Recommendations of the Eliminating Disparities in Infant Mortality Task Force found here: <https://odh.ohio.gov/wps/wcm/connect/gov/38db82cc-44c4-42c7-8a83-de8a5333f902/2022+Final+Recommendations+of+the+Eliminating+Disparities+in+IM+Task+Force+July+2022.pdf?MOD=AJPERES> to choose one strategy to implement during the Agreement period. Grantee will be required to develop an outcome measure, a method for measurement, and track performance over time; OR
 - ii. Identify an activity or service not included in the Final Recommendations of the Eliminating Disparities in Infant Mortality Task Force. DCY approval of the identified activity or service is required before implementation may begin. Grantee will be required to develop an outcome measure, a method for measurement, and track performance over time.
 - c. Grantee must implement and or support implementation of the new or expanded service identified and planned in previous quarters. Implementation must be fully implemented in the remaining six quarters of the Agreement period, or sooner, with approval from DCY.
 - i. The identified service/activity:
 - 1. Must either be new or an expansion of an existing, proven, effort that is experiencing a gap. Grantee must clearly demonstrate how the activity is distinct from current services and how it will lead to meaningful reductions in Black and African American infant mortality.

2. Must be designed to produce measurable outcomes that lead to deeper, systemic change.
 3. Should not duplicate existing services or be used to purchase items already funded through other sources, such as cribs (i.e. Cribs for Kids).
- d. Grantee must submit their service plan and implementation report on the DCY-provided template on the Quarterly Report cadence.

Exhibit 2:
MIVI Columbus SFY26-27.xlsx

BUDGET CATEGORIES					
	Complete by State Fiscal Year - SFY (Jul - Jun)				TOTAL
Object Cost Categories (Object Cost Categories can be removed or modified and names changed in lines 7 through 13 as needed.)	SFY26 Budget	SFY27 Budget			
Personnel	\$480,908.48	\$499,657.60			\$980,566.08
Fringe	\$228,255.32	\$228,149.41			\$456,404.73
Travel	\$11,118.10	\$3,592.99			\$14,711.09
Equipment					\$0.00
Supplies					\$0.00
Contractual*	\$11,118.10				\$11,118.10
Other (Specify)**					\$0.00
Total Direct Costs	\$731,400.00	\$731,400.00	\$0.00	\$0.00	\$1,462,800.00
Indirect Costs***					\$0.00
Total Costs	\$731,400.00	\$731,400.00	\$0.00	\$0.00	\$1,462,800.00

FORECASTING PER QUARTER					
SFY26	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL SFY
Federal					\$0.00
Non-Federal	\$182,850.00	\$182,850.00	\$182,850.00	\$182,850.00	\$731,400.00
Total	\$182,850.00	\$182,850.00	\$182,850.00	\$182,850.00	\$731,400.00

SFY27	1st quarter	2nd quarter	3rd quarter	4th quarter	TOTAL YEAR
Federal					\$0.00
Non-Federal	\$182,850.00	\$182,850.00	\$182,850.00	\$182,850.00	\$731,400.00
Total	\$182,850.00	\$182,850.00	\$182,850.00	\$182,850.00	\$731,400.00

Notes

Contractual* If known or anticipated. Please detail procurement methods used. List each contractor separately with amount of contract and purpose/deliverables.

Other (Specify)** Add additional lines as needed. Please include any subgrant awards here. List each subgrantee with amount of subaward, purpose/activities and confirm that the Grantee has a monitoring plan in place.

Indirect Costs*** Specify if using a Federally Accepted Negotiated Indirect Cost Rate. If using, please provide the indirect cost plan and rate award document.

PERSONNEL - Employee Salaries and Wages

Date/Duration of Project:

2026

Total Project Cost					Forecasted Cash Needs (UP TO A 12 MONTH PERIOD ONLY)							
#	Employee Name	Employee Title	Start Date on Program	End Date on Program	Monthly or Hourly Rate	Number of hour worked	Percent of Time (FTE)	Amount Charged to Project	Fringe Benefits		Total Costs	Comments
									Rate	Rate		
1.		Health Data Abstractor	7/1/2025	6/30/2026	\$27.96	2,080.0	60.0%	\$34,894.08	58.0%	\$23,005.85	\$57,899.93	3% raise in included
2.		Epidemiologist	7/1/2025	6/30/2026	\$59.12	2,080.0	100.0%	\$122,969.60	36.6%	\$45,003.83	\$167,973.43	4.5% raise included
3.		Project Coordinatior	7/1/2025	6/30/2026	\$46.96	2,080.0	100.0%	\$97,676.80	41.8%	\$40,818.75	\$138,495.55	4.5% raise included
4.		Assistant Manager of Pregnant and Postpartum Support	7/1/2025	6/30/2026	\$32.76	2,080.0	100.0%	\$68,140.80	16.3%	\$11,102.53	\$79,243.33	4.5% raise included
5.		Neighborhood Navigator	7/1/2025	6/30/2026	\$25.65	2,080.0	100.0%	\$53,352.00	69.6%	\$37,154.43	\$90,506.43	3% raise in included
7.		Neighborhood Navigator	7/1/2025	6/30/2026	\$25.65	2,080.0	100.0%	\$53,352.00	69.8%	\$37,261.36	\$90,613.36	3% raise in included
8.		Neighborhood Navigator	7/1/2025	6/30/2026	\$24.29	2,080.0	100.0%	\$50,523.20	72.6%	\$36,675.85	\$87,199.05	3% raise in included
9.					\$0.00	0.0	100.0%	\$0.00	0.0%	\$0.00	\$0.00	
10.					\$0.00	0.0	100.0%	\$0.00	0.0%	\$0.00	\$0.00	
11.					\$0.00	0.0	100.0%	\$0.00	0.0%	\$0.00	\$0.00	
12.					\$0.00	0.0	100.0%	\$0.00	0.0%	\$0.00	\$0.00	
13.					\$0.00	0.0	100.0%	\$0.00	0.0%	\$0.00	\$0.00	
14.					\$0.00	0.0	100.0%	\$0.00	0.0%	\$0.00	\$0.00	
15.					\$0.00	0.0	100.0%	\$0.00	0.0%	\$0.00	\$0.00	
Total Employee Salary								\$480,908.48		\$231,022.60	\$711,931.08	

Exhibit 3:
Affirmation and Disclosure Form

Exhibit 4 -

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide the name(s) and location(s) where all services under this Contract will be performed and where State data will be located in the spaces provided below or by attachment. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

Contractor Name: Columbus Public Health/CelebrateOne Contract Number: _____

1. Principal business location of Contractor:

240 Parsons Ave

(Address)

Columbus, Ohio 43215

(City, State, Zip)

Name(s)/Principal business location(s) of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location(s) where services will be performed by Contractor:

240 Parsons Ave

(Address)

Columbus, Ohio 43215

(City, State, Zip)

1111 E Broad St.

(Address)

Columbus, Ohio 43205

(City, State, Zip)

Name(s)/Location(s) where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location(s) where any State data associated with any of the services Contractor is providing, or seeks to provide, will be accessed, tested, maintained, backed-up, or stored:

(Address)

(City, State, Zip)

(Address)

(City, State, Zip)

Name(s)/Location(s) where any State data associated with any of the services any subcontractor is providing, or seeks to provide, will be accessed, tested, maintained, backed-up, or stored:

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

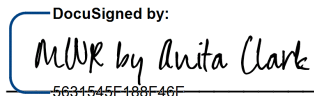
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees to notify the State immediately of any such change or shift in location of its services. The State has the right to terminate the contract if any services are performed or State data is located outside of the United States unless a duly signed waiver from the State has been attained.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any contract that Contractor may enter into with the State and is incorporated therein.

By: 
5631545F108F40E...
Authorized Contractor Signature

Print Name: Mysheika W. Roberts, MD, MPH

Title: Health Commissioner

Date: 7/8/2025

County Requirements

aaNumber of People Required to be Served by Neighborhood Navigation

Column A	Column B	Column C
County	Objective 1 Required # of unique pregnant women to be served (Column A)	(Optional) Objective 2 Maximum allowable # of people from non-pregnant populations (Column B)
Butler	113	17
Cuyahoga	997	150
Franklin	1102	165
Hamilton	712	107
Lorain	115	17
Lucas	299	45
Mahoning	148	22
Montgomery	428	64
Stark	145	22
Summit	270	41
The required number of unique pregnant women to be served (Column A) was determined by proportion (30%) of Black/African American women, by county of residence, who gave birth in 2022 and met the MIV26 eligibility criteria. The maximum allowable # of people from non-pregnant populations (Column B) = 15% of Column A.		

Data Source: Resident Birth and Mortality Files from the Ohio Department of Health Bureau of Vital Statistics.

*Eighty percent (80%) of all people served must fall within the priority population.

**Exhibit 5 -
Service Implementation**

Service Implementation

Q1-Q2: Activity or Service Identification and Planning

- *Identification* is based on input from Stakeholder Engagement Meetings and analyzing local level data.
- *Planning* is defined as a detailed outline of the identified practice that will be implemented. This will include working with community partners and organizations and through data analysis to address upstream approaches.

Q3-Q8: Activity or Service Implementation

- *Implementation* includes monitoring performance, tracking outcome measures, and collecting relevant data. Subrecipients must carry out the activities as planned and report monthly and quarterly on progress and outcomes.

Examples of services and associated outcome measures and measurement methods:

Note: The strategies, outcome measures, and measurement methods outlined below are general examples. Subrecipients are expected to develop specific and culturally responsive strategies, outcome measures, and measurement methods based on the unique needs of their communities. All interventions should directly address local drivers of Black/African American infant mortality and be rooted in stakeholder engagement and data.

	Transportation Access	Healthcare Access (Doula Access)	Tobacco Cessation Service
Strategy	Increase access and remove barriers to reliable, affordable, and efficient transportation supports.	Create a referral network of certified doulas and partner with local doula programs to connect MIV clients to culturally congruent doula services. Educate clients on the benefits of doula support and assist them in scheduling services throughout pregnancy, labor, and postpartum.	Integrate tobacco use screening into all MIV intake and follow-up assessments. Provide direct referrals and warm hand-offs to the Ohio Tobacco Quit Line, and ensure clients receive culturally tailored cessation materials and follow-up support from MIV staff.
Outcome Measure	Increase in the percentage of MIV clients reporting reliable transportation to pre-natal care appointments by the 3 rd MIV follow-up call.	Increase in the percentage of MIV clients receiving doula support throughout pregnancy and childbirth.	Increase the percentage of MIV clients receiving tobacco cessation support through the Ohio Tobacco Quit Line.
Measurement Method	MIV follow up calls assessing transportation access, including the	Data collection on the number of MIV clients who have access to	Data collection on the number of MIV clients who are enrolled in

	frequency pregnant women attend medical appointments before and after receiving transportation assistance.	and utilize doula services.	the Ohio Tobacco Quit Line.
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**Exhibit 6 -
Avenues of Outreach**

Traditional and Non-traditional Avenues of Outreach		
	Subcategory Type	Avenue of Outreach
Non- Traditional	Digital Marketing	Email
		Facebook
		Instagram
		Other social media outlets
	Education Systems	Charter Schools
		Fraternities & sororities
		Middle schools & high schools
		Other college or university affiliates
	Events	Baby showers
		Clothing drive /outreach
		Coalition events
		Diaper drives
		Food giveaway events
		General community events
		Health fairs
		Holiday events
		Mother/Pregnant people group meet-ups
		Pop-up events
		Tabling at community events
	Health Services	Doulas
		Counseling agencies
		Family/child health clinics
		Mental health and addiction centers
		OBGYN/prenatal care providers
		Physicians or medical providers (clinics or hospitals)
		Prenatal or breastfeeding classes
	Women's health clinics	
	Businesses	Corner store
		Barber shops or beauty salons
		Grocery or dollar stores
		Large corporations
		Other local businesses
		Restaurants
		Shopping centers or malls
	Other Referrals	Canvassing / Door-to-door
		External partner referrals
		Friend or family referrals
		Pilot programs
	Phone Services	Word of mouth referrals
		Call-in referrals
		Navigation Hotlines
	Print Marketing	United Way 211
		Flyers
		Hotcards
		Mailed content
		Posters
Public Service Organizations or Programs	Yard Signs	
	Baby and Me Tobacco Free (B&MTF) / Mom's Quit for Two	
	Childcare or daycare centers	
	Churches / Faith-based organizations	
	Cribs for Kids (C4K)	
	Eviction courts	
	Food Pantries	
	Homeless shelters	
	Housing agencies	
	Jails, prisons, or correctional facilities	
	Legal Aid or other legal services	
	Libraries	
	Non-profits	
	Refugee organizations	
	Salvation Army	
	Women's centers	
Traditional	Organizations or programs with comprehensive referral systems	Job and Family Services (JFS)
		Centering Pregnancy
		Community Health Work (CHW) programs
		Home Visiting Programs: Central Intake
		Medicaid / Ohio Healthy Start
		Pathways Community HUB
		Head Start
		Women, Infants, and Children (WIC)
Definitions: Non-Traditional- supports outreach and identification of pregnant women where existing systems and programs do not currently reach. Traditional- supports referrals from service providers whose programs are designed and expected to provide comprehensive screening and referral to other needed services.		

**Exhibit 7 -
Data Entry Protocols**

Methodology for Validation of REDCap Requirements and Deliverables

Requirement 1. d.: Prioritization of Non-traditional avenues of outreach among People Served

Eighty percent (85%) of people served must be identified through non-traditional avenues of outreach. DCY will use data from the REDCap screening tool to validate success of meeting this requirement at the close of Quarter 2 and Quarter 4.

Example: If 60% of clients served at the close of Q2 are from non-traditional avenues of outreach, the MIVI team has met 71% of the benchmark $[(0.6/.85)*100 = 71\%]$.

A full list of traditional and nontraditional avenues of outreach can be found in Exhibit 6.

Deliverable 7: Serve people through Neighborhood Navigation

Data Collection Requirements

Neighborhood Navigator client data collection as required by the Maternal and Infant Vitality Initiative grant must be entered into REDCap within ten days of each of the documented benchmark dates—initial contact date, follow up date 1, follow up date 2, and follow up date 3,

Ex. If the 3rd follow-up occurred on the 12th day of the month, all associated data must be submitted by the 22nd of the month.

Clients being verified as served during a given month must be entered into REDCap by close of business on the 9th day of the following month, unless instructed otherwise. DCY will then send REDCap data extracts and a people served PDF to all MIVI teams the next day—on the 10th of the month, or the next business day if the 10th falls on a weekend. MIVI teams will use the data extract and PDF to track progress of the number of people verified as served for the current reporting period.

Methods for Validating People Served

The following data indicators are the indicators that DCY monitors within the REDCap data to determine number of people served in a given timeframe.

- Written or verbal consent must be provided by the client before any client information is entered into REDCap.
- All three required follow-up attempts must be documented in REDCap.
 - REDCap variables: followup_date_1 and followup_date_2 and followup_date_3
- Clients must be classified as one of two populations:
 - The client is pregnant, OR
 - REDCap variable: c_pregnant = Yes (Y)
 - The client is not pregnant
 - REDCap variable: c_pregnant = No (N)

Note: The priority population to be served by MIVI Neighborhood Navigators is Black, pregnant women. However, each MIVI county has a set maximum of people that are allowable to be served from additional population(s).

Additional Notes

- A client is considered “served” when they’ve been screened, receive referrals or connections to needed clinical and/or social services, and subsequently receive at least 3 follow-ups by the Neighborhood Navigator.
- The case closed variable is not considered when verifying number of people served.
 - REDCap Variable: Closed
- The date of initial contact does not impact your ability to bill. DCY only accounts for clients who received the three required follow-ups during the referenced reporting month/period.
 - REDCap Variable: date_initialcontact
- Please only enter follow-up dates as they occur. Do not list any anticipated follow-up dates into REDCap. Clients who have follow-up dates listed in the future may be deemed ineligible for payment.