

## **G. GARY TYACK**

### FRANKLIN COUNTY PROSECUTING ATTORNEY

#### **Contract Review Request Form**

<b>Department/Agency:</b>	Job & Family Service	es esta esta esta esta esta esta esta es
Contact Name: Janell		Phone Number: 614-233-2098
Email: janelle.wilson Submission Date: 1/3/	@jfs.ohio.gov ⁄24	Date Review is Required:
CONTRACT WILL	<u>NOT BE REVIEW</u>	ED UNLESS THIS INFORMATION PROVIDED
Is Contractor/Subreci Yes No Is this Contract being	pient another Franklin X resubmitted:	hbus, Office of the Mayor, CelebrateOne n County Agency or Department? Yes No X mission and name of reviewing Asst. Pros Atty:
Service/Product to be	provided: Communit	v Based Care
		s is checked, contract will NOT be approved to form)
		ntractor signed the agreement? Yes X No
Is this an amended con	ntract? Yes	Nox
If yes, is the original a	0	Yes No No
Does this Contract req Does signator have au		Yes X No Unsure Ves No X
e		
Resolution Pending?	Yes $X$	n, Resolution Number:
Was this contract / sub		
Date of Review: <u>1/3/2</u>	4 Date of	of Contact Notification: <u>1/3/24</u>
Contract picked up by:	DocuSign	Date: <u>1/3/24</u>
		Time:
Franklin County Prose Approval to form	cutor's Office Notes	:
Reviewing Attorney:	Jeanine Hummer	
Print Name:	Jeanine Hummer	

nt Name: Jeanine Hummer

Date:

Subaward Agreement #

25-24-5837

**CFDA #:** 21.027

FAIN #: N/A

Federal Agency: US Department of The Treasury

Award Name: Coronavirus State and Local Fiscal Recovery Funds

#### THE FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PURCHASE OF SERVICE SUBAWARD AGREEMENT WITH

#### CITY OF COLUMBUS, OFFICE OF THE MAYOR, CELEBRATEONE

This Subaward Agreement is made and entered into by and between the Board of County Commissioners of Franklin County on behalf of the Franklin County Department of Job and Family Services (FCDJFS) and City of Columbus, Office of the Mayor, CelebrateOne doing business at 1111 East Broad Street Suite 302 Columbus OH 43205 (hereinafter referred to as Subrecipient for Coronavirus State and Local Fiscal Recovery Funds services.)

Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the Franklin County Department of Job and Family Services (FCDJFS) is authorized to contract with public and private organizations for the purchase of TANF type of services. By entering into this agreement to be a Subrecipient of FCDJFS (the pass-through entity), the Subrecipient agrees to comply with the terms of the Subaward Agreement, all applicable federal, state, and local rules and regulations of the Federal award, Office of Management and Budget (OMB) cost principles, and OAC 5101:9-4-88 as specified in Article II-B, *Compliance Requirements*.

This Subaward Agreement will meet the following purpose of the Coronavirus State and Local Fiscal Recovery Funds program:

• To respond to the COVID-19 public health emergency or its negative economic impacts.

#### Scope of Work:

To continue CelebrateOnes efforts to reduce and eliminate infant mortality and racial disparities in Franklin County by implementing a new initiative to create accessible on-site and in-home birthing services guided by certified doulas and licensed midwives. In addition, The Health Equity Innovation and Birth Centers Initiative (HEIBC), plans to expand access for more intensive and intentional birth methods to address maternal and infant health outcomes, to meet the needs of mothers and children.

#### ARTICLE I: TIME, DELIVERABLES, COMPENSATION, AND REPORTING

#### A. <u>PURCHASE OF SERVICE:</u>

Subject to terms and conditions set forth in this Subaward Agreement, including the appendices outlined in Article 5, N *Appendices* below, which are on file at FCDJFS and available for review by the Subrecipient, the Subrecipient agrees to furnish those specific services detailed in this Subaward Agreement.

#### B. SUBAWARD AGREEMENT PERIOD:

This Subaward Agreement shall be effective from October 1, 2023 through September 30, 2024, and is approved and signed by the Board of Commissioners, on behalf of FCDJFS, unless otherwise terminated. The Subaward Agreement period may be extended for up to 12 months upon the same terms and conditions set forth herein if there is mutual consent of the parties that is documented in writing, but such extension right will still be contingent upon the availability of funding.

#### C. AVAILABILITY OF FUNDS:

Payments for all services provided in accordance with the provisions of this Subaward Agreement are contingent upon the availability of federal, state, and local program funds.

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#### D. COST AND DELIVERY OF PURCHASED SERVICES:

Subject to the limitations specified in Article III hereof and as detailed in Appendices A (Clarification of Subaward Agreement Terms), and B (Proposal and Budget), on file at FCDJFS, the amount to be paid for such purchased services shall be of actual expenses and will be paid by a fixed unit rate, cost reimbursement or a combination of both as defined below.

#### Allowable Costs to be paid under this Subaward from October 1, 2023 through September 30, 2024, not to exceed the total value of the subaward agreement

ALLOWABLE COSTS	TOTAL COST
Reimbursement of allowable programmatic and administrative costs (inclusive of operational costs, subcontracted costs, staffing and payroll expenses, occupancy, insurance and administrative staffing), not to exceed,	\$130,784.16
Total Value of Subaward Agreement	\$130,784.16

#### E. PURCHASED UNITS OF SERVICE:

It is the responsibility of the Subrecipient to monitor the expenses authorized by FCDJFS in accordance with the provisions of Section D above. Should the Subrecipient incur expenses in excess of what was authorized by this Subaward Agreement, the Subrecipient shall be responsible for the expense(s) incurred.

The Subrecipient expressly understands that FCDJFS will not compensate the Subrecipient for any work performed prior to notification from FCDJFS, and the Subrecipient expressly understands that FCDJFS shall not compensate the Subrecipient for any work performed after the termination date set forth in this Subaward Agreement or in the event this Subaward Agreement is terminated pursuant Article III-E, *Termination and Suspension*.

#### F. ELIGIBILITY:

The eligibility of individuals to receive services will be determined in accordance with the policies and procedures established by the Federal program, the Ohio Department of Job and Family Services and FCDJFS. The Subrecipient shall provide service only for those individuals determined eligible by FCDJFS, unless the determination of eligibility function is specifically delegated to the Subrecipient by FCDJFS. FCDJFS shall be the final authority in determining which consumers will be served under the terms of this Subaward Agreement. As a result of the eligibility determination, the Subrecipient shall issue the appropriate approval or denial notice, whichever is applicable, to the applicant within thirty (30) days of application for services. A copy of the approval or denial notice shall be maintained in the participant file along with the appropriate Registration Form and documents verifying eligibility.

#### G. ALLOWABLE COSTS:

FCDJFS will pay and/or reimburse only for those costs that are allowable under applicable federal and state cost principles (OMB 2 CFR 200). In no event shall FCDJFS pay or reimburse any amount in excess of the total value of the Subaward Agreement as specified in Article I-D, *Cost and Delivery of Purchased Services*.

#### H. ADMINISTRATIVE COSTS:

Claims made by the Subrecipient for administrative costs shall not exceed the percentage of administrative costs approved in the budget. Administrative costs cannot exceed 10% of the total budget/actual expenditures as mandated by federal rules. Reimbursement for administrative costs will be based on actual administrative costs incurred for the month being invoiced. The administrative costs for the Subaward Agreement period may not exceed the approved percentage of the actual direct program expenses and actual reimbursable expenses that are stated on the Subrecipient's subaward-specific financial statements. Documentation of actual monthly Administration Costs must be made available upon request by FCDJFS and will be verified during the Subrecipient monitoring.

#### I. EQUIPMENT:

Under this Subaward Agreement, equipment is defined as an article of nonexpendable, tangible personal City of Columbus, Office of the Mayor, CelebrateOne, 25-24-5837 property. When the Subrecipient ceases to use the equipment for the purposes for which it was purchased and/or seeks to dispose of the equipment, the provisions of 45 CFR 92.32 shall apply; however, FCDJFS and the Subrecipient may agree that any equipment purchased through this Subaward Agreement will become the property of the Subrecipient at the end of the Subaward Agreement period. The Subrecipient agrees that during the useful life of the equipment purchased through this Subaward Agreement in any funding requests to FCDJFS. If equipment purchased through this Subaward Agreement is unavailable for verification by FCDJFS due to theft or misappropriation, an amount equal to the useful life of the equipment will be remitted to FCDJFS by the Subrecipient. Equipment must be purchased using the most economical approach following either the Franklin County Purchasing Department's Manual of Procedures or the Subrecipient's procurement requirements, whichever is most restrictive.

#### J. MONITORING AND EVALUATION:

FCDJFS and the Subrecipient will, in accordance with Appendix A (Clarification of Terms) and any attached amendments to Appendix B(Proposal and Budget), and OAC 5101:9-4-88, monitor the manner in which the terms of the Subaward Agreement are being carried out and evaluate the extent to which the objectives are being achieved. Any corrective action plans identified by FCDJFS or other monitoring entities must be resolved within sixty (60) days. If a Subrecipient enters into a secondary Subaward Agreement with another entity, the Subrecipient also assumes the responsibilities of a pass-through entity as set forth in OAC 5101:9-4-88(B)(7) as well as the following:

Office of Management and Budget; 2 CFR Chapter I, Chapter II, Part 200, et al. Subpart D: Post Federal Award Requirements; Subrecipient Monitoring and Management; 200.331 Requirements for pass-through entities (d)., states, in part, that a pass-through entity shall perform the following for the Federal awards it makes:

The Pass-through Entity will ensure there are proper monitoring procedures in place to provide adequate assurance that their Subrecipient has complied with the rules and regulations related to the federal programs and has met the objectives of the Subaward Agreement.

#### K. INVOICING:

The Subrecipient shall bill monthly and the invoice shall be received by FCDJFS no later than fifteen (15) calendar days following the month of service. The Subrecipient will use the invoice format provided by FCDJFS. The invoice summary will show the date of the invoice and the period for which the services billed were rendered. Invoices may be submitted only for actual services provided during the effective dates of the Subaward Agreement, not to exceed the total dollar amount authorized by FCDJFS, and must reflect the actual dollar amount of reimbursable and administrative expenses, as appropriate. The Subrecipient must certify that claims made to FCDJFS for payment of purchased services are for actual services rendered to eligible individuals and are for the completion of contracted performance measures/standards. All invoiced reimbursable expenses must be verified by supporting documentation. Expenses invoiced for administrative costs must be made available upon request by FCDJFS and will be verified during the Subrecipient monitoring.

FCDJFS shall review the submitted invoice for completeness and accuracy before making payment within fortyfive (45) days after approval, contingent upon the availability of federal, state, and local program funds. The expenditures reported on the invoice are subject to review by FCDJFS before payment is made. The Subrecipient hereby authorizes FCDJFS to adjust for mathematical errors, incorrect unit rates, or non-covered services and agrees that FCDJFS shall not reimburse the Subrecipient for services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the Subaward Agreement.

FCDJFS does not have the ability to compensate the Subrecipient for work performed under the Subaward Agreement after the purchase order for the Subaward Agreement has been closed. The final invoice for compensation of work performed under this Subaward Agreement must be received by FCDJFS no later than sixty (60) days after the termination date of this Subaward Agreement. Failure of the Subrecipient to submit the final invoice by this deadline will be deemed forfeiture and waiver by the Subrecipient for any claims for all remaining compensation due.

#### L. DUPLICATE INVOICING:

The Subrecipient certifies that any costs incurred under this Subaward Agreement shall not be chargeable to or included as a cost in any other federally financed program in either the current or a prior period. Further, the Subrecipient warrants that claims made to FCDJFS for payment of Purchased Services under this Subaward shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Subrecipient to other sources of funds for the same service.

#### N. ANNUAL RECONCILIATION:

A reconciliation will be completed by FCDJFS no later than sixty (60) days following the end of the Subaward

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Agreement period. Actual costs must be reconciled against revenue received as evidenced by supporting documentation. Any funds received in excess of actual expenditures must be returned to FCDJFS no later than ninety (90) days following the end of the Subaward Agreement Period.

#### O. PUBLICITY:

In any publicity release or other public references including media releases, information pamphlets, etc., regarding the services provided under this Subaward Agreement, it will be clearly stated that the services are funded by the Franklin County Board of Commissioners and administered by FCDJFS.

#### ARTICLE II: PROCUREMENT, SUBAWARD COMPLIANCE, AND AUDIT RESPONSIBLITIES

A. <u>PROCUREMENT REQUIREMENTS:</u> The procurement requirements for Subaward Agreements awarding Department of Health and Human Services (HHS) funds to state, local, and tribal governments are located in 45 CFR 92.32 (Use and Management of Equipment), 45 CFR 92.36 (Procurement Standards), Ohio Administrative Code (OAC) 5101:9-04-02 (Standards of Acquisition), OAC 5101:9-4-07 (Procurement Requirements), OAC 5101:9-4-15 (Disposal of Assets), and OAC 307.86 (Competitive Bidding Requirements, exceptions). In order to subcontract or enter into a secondary Subaward Agreement for services, the Subrecipient is also subject to the procurement requirements identified.

#### B. COMPLIANCE REQUIREMENTS:

#### Federal Requirements

#### 2 CFR Part 176

Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards

#### 2 CFR Part 200

Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards; Final Rule

#### 45 CFR Part 74

Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations (HHS)

#### 45 CFR Part 92

Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments (HHS)

#### CFDA #93.558

Temporary Assistance for Needy Families (TANF), funded by the Department of Health and Human Services

#### CFDA #93.566

Refugee and Entrant Assistance – State Administered Programs, funded by the Department of Health and Human Services

#### CFDA #93.575

Child Care and Development Block Grant, funded by the Department of Health and Human Services

#### CFDA #93.584

Refugee and Entrant Assistance – Targeted Assistance Grants (TAG), funded by the Department of Health and Human Services

#### CFDA #93.667

Social Services Block Grant, funded by the Department of Health and Human Services

#### State Requirements

OAC 5101:9-4-02 Standards of Acquisition

#### OAC 5101:9-4-07

**Procurement Requirements** 

OAC 5101:9-4-15 Disposal of Assets

**County Requirements** 

Chapter VII

Competitive Bidding, Franklin County Purchasing Department's Manual of Procedures

#### C. EXECUTION OF SECONDARY AGREEMENTS:

Under this Article, the types of secondary agreements that Subrecipients may execute are differentiated into two types:

- a. <u>Subcontract agreements</u> (with subcontractors): When the Subrecipient deems it necessary to deliver some of the services either directly providing or supporting the quality and quantity specified in this Subaward Agreement via a subcontractor.
- b. <u>Secondary Subaward Agreements</u> (with secondary Subrecipients): When the Subrecipient deems it necessary to further pass through funds to another entity (secondary Subrecipient) to deliver some or all of the services of the quality and quantity specified in this Subaward Agreement.

In both cases, the agreement must be properly procured in accordance with the standards listened in Article II-A, *Procurement Requirements* or the Subrecipient's procurement requirements, whichever is most restrictive.

All subcontracts and secondary subawards shall be subject to the same terms, conditions and covenants contained in this subaward. Additionally, the Subrecipient is required to secure the following documentation that verifies that the subcontractor/secondary Subrecipient is in no way excluded from receiving state, local, federal funds: (a) The System of Award Management (located at <a href="https://www.sam.gov/portal/public/SAM">https://www.sam.gov/portal/public/SAM</a>, and The Auditor of the State of Ohio Findings for Recovery Database is located at <a href="https://www.auditor.state.oh.us/resources/findings/certified/default.aspx">https://www.auditor.state.oh.us/resources/findings/certified/default.aspx</a>.

All subcontracts or secondary subawards shall explicitly state the description of services, rate of pay, amount of pay, agreement period, and any other descriptive information regarding the services to be provided. All secondary agreement costs are accounted for in the Subrecipient's budget as Professional Fees or Contracted Services. The Subrecipient must submit a copy of the secondary Subaward Agreement no later than (30) thirty days after the effective begin date of the secondary agreement. No payment shall be made without a subcontract/secondary subaward on file at FCDJFS. The Subrecipient is responsible for making direct payment for such services to the subcontractor or secondary Subrecipient. No subcontract/secondary subaward shall in any case relieve the Subrecipient of any duty, obligation, or liability undertaken by the Subrecipient pursuant to this subaward.

- D. <u>INDEPENDENT CONTRACTORS</u>: Subrecipient, agents, and employees of the Subrecipient will act in performance of this Subaward Agreement in an independent capacity, and not as officers, employees, or agents of the Ohio Department of Job and Family Services, the county, or FCDJFS.
- E. <u>RESPONSIBILITY FOR AUDIT</u>: The Subrecipient shall maintain all books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all program expenses and administrative costs of any nature incurred in the performance of this Subaward Agreement. Such records shall be made available at all reasonable times during regular business hours for inspection, review, or audit by duly authorized Federal, State, County, and FCDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by this Subaward Agreement.

The Subrecipient agrees to, if required by the director of FCDJFS because of a suspicion of misuse or improper accounting of funds for which the Subrecipient is responsible, have conducted an independent audit of expenditures and make copies of the audit available to FCDJFS.

Subrecipients that expend \$750,000.00 or more in federal awards within their fiscal year are required by OMB 2 CFR 200 to have a single audit completed for that year. All federal funds, from whatever source, are added together to determine whether or not a Subrecipient meets the \$750,000.00 threshold. This Subaward Agreement may only be one source of federal funds received by the Subrecipient. OMB 2 CFR 200 requires that these audit reports be submitted to FCDJFS within thirty (30) days after the completion of the audit report, or within nine (9) months after the audit report period, whichever is earliest.

Subrecipients are required to complete and submit an annual financial statement within one hundred and eighty (180) days of the end of their fiscal year.

Subrecipients shall make available to FCDJFS all other audit reports upon request.

- F. <u>RESPONSIBILITY FOR AUDIT EXCEPTIONS</u>: The Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate county, state, or federal audit directly related to the provisions of the Subaward Agreement, subcontract, or secondary Subaward Agreement and the Subrecipient agrees to pay FCDJFS for all amounts due as a result of audit exceptions.
  - (A) The Subrecipient agrees to pay to FCDJFS the full amount of the payment received on behalf of individuals and families for whom eligibility has not been established in accordance with policies and procedures established by the Ohio Department of Job and Family Services.
  - (B) The Subrecipient agrees to pay to FCDJFS the full amount of payment received for services not covered by the Subaward Agreement.
  - (C) The Subrecipient agrees to pay to FCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.
  - (D) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.
  - (E) The Subrecipient is responsible and agrees to pay for any audit exception by appropriate county, state, or federal audit identified within a secondary agreement as defined in Article II-B, Execution of Subrecipients.
  - (F) Any payments due under the provisions of this section shall be paid by the Subrecipient within 90 days of the demand for payment by FCDJFS.
- **G.** <u>RETENTION OF RECORDS:</u> The Subrecipient shall maintain and preserve all records related to this Subaward Agreement. This includes any documentation used in the administration of the program. Records must be maintained for a period of seven years from the termination date of the Subaward Agreement or the closure of an outstanding audit. The Subrecipient will assure the maintenance of such records for a like period of time in the possession of any third party performing work related to this Subaward Agreement, unless otherwise directed by FCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven year period, the Subrecipient shall retain the records until completion of the action and all issues which arise from it or until the end of the seven year period, whichever is later.

#### ARTICLE III: NOTICES, AMENDMENTS, BREACH, SUSPENSIONS, AND TERMINATIONS

A. <u>NOTIFICATION OF SIGNIFICANT DEVELOPMENTS:</u> The Subrecipient shall immediately notify FCDJFS in writing of developments that have a significant impact on the Purchased Services to be provided under this Subaward Agreement or the performance of any other material obligation under this Subaward Agreement. Written notification shall be given in the case of problems, delays, or adverse conditions which materially impair the Subrecipient's ability to meet the objectives of the Subaward Agreement. The notification must include a statement of the action taken or the proposed course of action. FCDJFS will provide technical assistance and approval of any significant change and will amend the Subaward Agreement as it deems necessary and appropriate in its sole and absolute discretion.

**B.** <u>NOTICE:</u> Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service via registered or certified mail and addressed as follows:

City of Columbus, Office of the Mayor, CelebrateOne Danielle P. Tong 1111 East Broad Street Suite 302 Columbus, OH 43205 614-645-1717

Franklin County Department of Job and Family Services Chief Administrator 1721 Northland Park Avenue 1st Floor Columbus OH 43229

- C. <u>AMENDMENT OF SUBAWARD AGREEMENT:</u> This Subaward Agreement may be amended at any time by a written amendment mutually agreed to and signed by all parties in the manner required by state regulations. In addition, the Subrecipient will be required to submit a revised budget and when applicable a program narrative/summary supporting the changes made in the amendment, unless FCDJFS grants a written exception.
- D. <u>DELEGATION OF AUTHORITY</u>: Pursuant to authority assigned by the Board of County Commissioners of Franklin County under Ohio Revised Code 329.04, the Director of the Franklin County Department of Job and Family Services has the power to directly consent to and execute extensions and renewals of the Subaward Agreement period for up to one year under Article I-B, Subaward Agreement Period, execute amendments under Article III-C, Amendment of Subaward Agreement, and terminate the Subaward Agreement under Article III-E, Termination and Suspension. This power is limited as follows:

The cost for the new Subaward Agreement period under any Subaward Agreement extension or renewal may be less than but not greater than the original/underlying Subaward Agreement on a prorated basis. The power to amend is limited to increasing or decreasing the unit cost and the number of units under Subaward Agreement (as set forth in Article I-D, *Cost and Delivery of Purchased Services)*, with the restriction that costs remain equal to or less than the total original/underlying costs on a prorated basis. All other terms and conditions are to remain the same.

E. <u>TERMINATION AND SUSPENSION</u>: Notwithstanding other provisions in this Article III, either party may terminate this Subaward Agreement at will by giving thirty (30) days written notice to the other party. Upon thirty (30) days written notice to the Subrecipient, FCDJFS may suspend this Subaward Agreement.

Notwithstanding Article III, FCDJFS may suspend or terminate this Subaward Agreement immediately upon delivery of written notice to the Subrecipient if FCDJFS has discovered any illegal conduct on the part of the Subrecipient, any violation Article V, loss of funding as set forth in Article I-C, *Availability of Funds*, or the filing of a petition in bankruptcy (or similar proceeding) by or against the Subrecipient.

The Subrecipient, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Subaward Agreement, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received, that describes the status of all work under this Subaward Agreement that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that FCDJFS may require. Suspension, termination, or expiration of this Subaward Agreement shall not limit the Subrecipient's continuing obligations with respect to Deliverables paid for by FCDJFS prior to the suspension or termination nor will it limit FCDJFS's rights in those Deliverables.

In the event of suspension or termination under Article III, the Subrecipient will be entitled to compensation, upon submission of a proper invoice per Article I-K, *Invoicing*, for the work performed prior to the Subrecipient's receipt of notice of suspension or termination. Compensation will be calculated by FCDJFS based on the compensation structure set forth in Article I-D, *Cost and Delivery of Purchased Services*, less any funds previously paid by or on behalf of FCDJFS, or in the case of services for which Subrecipient charges a flat rate, based on a reasonable percentage of the total services performed as determined by FCDJFS, less any funds previously paid by or on behalf of FCDJFS

F. <u>CURE OF BREACH:</u> Except as otherwise provided in Article III-E, *Termination and Suspension*, the Subrecipient will have thirty (30) calendar days within which to cure any breach that is curable after receipt of

written notice from FCDJFS that Subrecipient is in breach of any of its obligations under this Subaward Agreement and such proposed course of action is acceptable to FCDJFS. If the Subrecipient fails to cure the breach within the thirty (30) calendar days or if the breach is not curable, FCDJFS may immediately suspend or terminate this Subaward Agreement. FCDJFS may also suspend or terminate this Subaward Agreement if the breaches by the Subrecipient are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section F, "persistent" means that FCDJFS has notified the Subrecipient three (3) times in writing of the Subrecipient's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, FCDJFS may suspend or terminate this Subaward Agreement without a cure period if the Subrecipient again fails to meet any contractual obligation. At the sole discretion of FCDJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section F. In such instances, FCDJFS will include in its notice of breach the shorter cure period deemed appropriate.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Subaward Agreement, FCDJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and FCDJFS retains the right to exercise all remedies hereinabove mentioned.

G. <u>WAIVER OF OBLIGATIONS</u>: If FCDJFS or the Subrecipient fails to perform an obligation or obligations under this Subaward Agreement and the failure is thereafter waived by the other party, FCDJFS and the Subrecipient understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures

#### ARTICLE IV: EQUAL EMPLOYMENT, EQUAL TREATMENT, CIVIL RIGHTS AND LEGAL COMPLIANCE

A. EQUAL EMPLOYMENT OPPORTUNITY: In carrying out this Subaward Agreement, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The Subrecipient will ensure that applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The SUBRECIPIENT certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.

The Subrecipient further agrees that it shall include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to such subcontract, secondary contract agreement, award, or procedure.

- B. <u>EQUAL TREATMENT:</u> Pursuant to Section 45 CFR 87.1 and 45 CFR 87.2, the Subrecipient warrants and agrees to the following: The Subrecipient agrees to comply with the requirements governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct funding may still engage in inherently religious activities, but such activities must be separate in time or place from the funded program, and participation in such activities by individuals receiving services from the Subrecipient, subcontractor, or secondary Subrecipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
- C. <u>CIVIL RIGHTS:</u> FCDJFS and the Subrecipient agree that as a condition of this Subaward Agreement, there shall be no discrimination against any eligible individual or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the SUBRECIPIENT will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this Subaward Agreement.
- D. <u>LEGAL COMPLIANCE:</u> Pursuant to Section 125.111 of the Ohio Revised Code, the Subrecipient warrants and agrees to the following: (1) That in the hiring of employees for the performance of work under the Subaward Agreement or any subcontracts or secondary contracts, the Subrecipient shall not by reasons of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this

state in the employment of a person qualified to perform the work in which the Subaward Agreement relates; and (2)That neither the Subrecipient nor any of its subcontractors, or any person acting on behalf of the Subrecipient shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Subaward Agreement on account of race, color, religion, sex, age, disability, national origin, or ancestry.

The Subrecipient agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the Subrecipient complies with all applicable federal and state nondiscrimination laws. The Subrecipient will incorporate the foregoing requirements of Article IV in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient and in all of its contracts for any of the work prescribed in this Subaward Agreement. The Subrecipient will also require all of its Subcontractor to incorporate such requirements in all subcontracts for any part of the work under this Subaward Agreement.

- E. <u>AMERICANS WITH DISABILITIES ACT</u>: The Subrecipient, its officers, employees, members, and subcontracts hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- F. <u>FEDERAL PRE-EMPTION</u>: Except when pre-empted by Federal statute and/or federal award guidelines, the SUBRECIPIENT shall not, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.
- **G. INDEMNITY AND INSURANCE:** if the subrecipient is not a political subdivision of the State of Ohio then the subrecipient agrees to:

<u>INDEMNITY:</u> The Subrecipient agrees that it shall at all times during the existence of this Subaward Agreement indemnify and save harmless FCDJFS, the Ohio Department of Job and Family Services, and the Franklin County Board of Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Subaward Agreement.

<u>INSURANCE:</u> The Subrecipient agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

Section G shall apply unless specifically waived in writing by FCDJFS.

H. <u>GOVERNING LAW:</u> This Subaward Agreement and any claims arising in any way out of this Subaward Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Subaward Agreement or the performance hereunder shall be brought only in a court of competent jurisdiction in Franklin County, Ohio, and the SUBRECIPIENT hereby irrevocably consents to such jurisdiction.

#### ARTICLE V: CERTIFICATIONS AND ASSURANCES MADE BY SUBRECIPIENT

By executing this Subaward Agreement, the Subrecipient certifies recurrent and continued compliance with each condition listed in Article V. The Subrecipient's certification of compliance with each of these conditions is considered material representations of fact upon which FCDJFS relied upon in entering into this Subaward Agreement.

The Subrecipient certifies that all approvals, licenses, or other qualifications necessary to conduct business in have been obtained and are current. If at any time during the Subaward Period the Subrecipient becomes disqualified from conducting business in for any reason, the Subrecipient must immediately notify FCDJFS of the disqualification, and immediately cease performance hereunder.

If any of the information pertaining to Article V, Sections A-D changes after the Subaward Agreement has been signed, the Subrecipient agrees to report such changes immediately to FCDJFS in writing to the address listed for notice in Article III-B, *Notice*.

If at any time the Subrecipient is not in compliance with the conditions certified and affirmed in this Article V, A-N, FCDJFS will consider the Subaward Agreement *void ab initio* and will deliver written notice to the Subrecipient. Any funds paid by FCDJFS for work performed before the Subrecipient was notified that the Subaward Agreement was considered *void ab initio* will be immediately repaid or FCDJFS may commence an action for recovery of the funds paid.

City of Columbus, Office of the Mayor, CelebrateOne, 25-24-5837

- A. <u>DEBARMENT AND SUSPENSION</u>: The Subrecipient certifies that neither the Subrecipient, nor any principal of the Subrecipient is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations. (Located at <a href="https://www.sam.gov/portal/public/SAM">https://www.sam.gov/portal/public/SAM</a>)
- B. <u>UNRESOLVED FINDINGS FOR RECOVERY</u>: The Subrecipient certifies that the Subrecipient is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. The Auditor of the State of Ohio for Recovery Database is located at <a href="http://www.auditor.state.oh.us/resources/findings/certified/default.aspx">http://www.auditor.state.oh.us/resources/findings/certified/default.aspx</a>
- C. <u>GOOD STANDING WITH SECRETARY OF STATE:</u> The Subrecipient certifies that the Subrecipient is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies the Subrecipient as having more than one (1) unfair labor practice contempt of court finding.
- D. DELINQUENT PERSONAL PROPERTY TAXES: By the signature affixed on the attached Appendix C, Delinquent Personal Property Taxes, the Subrecipient certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.
- E. <u>CONFLICT OF INTEREST AND ETHICS</u>: The Subrecipient affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of the Subrecipient's responsibilities under this Subaward Agreement. The Subrecipient agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to FCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Subaward Agreement, unless FCDJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to FCDJFS in writing to the address listed for notice in Article III-B, Notice.

The Subrecipient certifies that by executing this Subaward Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. The Subrecipient further agrees that it will not engage in any action(s) inconsistent with ethics laws or the aforementioned Executive Order.

- F. <u>RECEIPT OF COMPENSATION</u>: The Subrecipient agrees to refrain from promising or giving to any FCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Subrecipient also agrees that it will not solicit an FCDJFS employee to violate any FCDJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. Subrecipient affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if Subrecipient is required to file a statement pursuant to ORC 102.04 (D)(2), the statement has been filed with FCDJFS Deputy Director of Community Contracts and Programs in addition to any other required filings.
- G. <u>PROHIBITION AGAINST POLITICAL/RELIGIOUS ACTIVITY</u>: The Subrecipient shall not use any funds provided under the Agreement for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.
- H. LOBBYING RESTRICTIONS: No federal funds paid to Subrecipient through this or any other agreement with FCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. SUBRECIPIENT further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Subaward Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), Subrecipient has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.

Subrecipient is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.

I. <u>USE OF FUNDS TO INFLUENCE LEGISLATION OR PROSELYTIZATION</u>: The Subrecipient agrees that it

shall not use any funds provided under this Agreement for publicity or propaganda purposes designed to support or defeat legislation pending before any legislative body or for inherently religious programs, activities, or services

- J. <u>CHILD SUPPORT ENFORCEMENT:</u> Subrecipient agrees to cooperate with FCDJFS, ODJFS, and any child support enforcement agency in ensuring that Subrecipient and the employees of Subrecipient meet child support obligations established under state or federal law. Further, by executing this Subaward Agreement, Subrecipient certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123. The Subrecipient further agrees that it will include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to this contract.
- K. <u>SAFEGUARDING OF PARTICIPANTS</u>: Subrecipient agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

The Subrecipient agrees that the use or disclosure by any party of any personally identifiable information concerning public assistance recipients for any purpose not directly related to the administration of FCDJFS or Subrecipient's responsibilities is prohibited, except upon the written consent of the eligible individual.

FCDJFS and the Subrecipient agree, subject to federal and state confidentiality regulations, to share with each other and with any subcontractors, secondary Subrecipients, or other parties providing services under this contract the results and performance outcomes achieved through subaward activities.

- L. <u>DRUG-FREE WORKPLACE</u>: The Subrecipient, its officers, employees, members, any subcontractors (including all field staff) associated with this Subaward Agreement agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Subrecipient will make a good faith effort to ensure that no Subrecipient officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- M. <u>CULTURAL COMPETENCY</u>: FCDJFS supports and adheres to the definition of Cultural Competency adopted by the State of Ohio. In doing so, FCDJFS requires that the Subrecipient adheres to the standard and offers programming and services with this standard in mind:

Cultural Competency is a continuous learning process that builds knowledge, awareness, skills and capacity to identify, understand and respect the unique beliefs, values, customs, languages, abilities and traditions of all Ohioans in order to develop policies to promote effective programs and services.

- N. <u>Appendices:</u> All Exhibits listed below are on file at FCDJFS and are hereby incorporated into and made a part of this Subaward Agreement:
  - Appendix A Clarification of Subaward Agreement Terms
  - Appendix B Service/Program Narrative
  - Appendix C Budget
  - Appendix D Certificate of Professional Liability
  - Appendix E Workers Compensation Certificate
  - Appendix F Delinquent Personal Property Tax Affidavit
  - Appendix G Conflict of Interest and Ethics Compliance Certification and Disclosure
  - Appendix H SAM Excluded Entity Record Search Results
  - Appendix I Auditor of State Unresolved Findings for Recovery Certified Search results
  - Appendix J Ohio Secretary of State Certificate of Continued Existence or Certificate of Good Standing

IN WITNESS THEREOF, the duly authorized representatives of the parties have herein set their hands in agreement with this Subaward Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BOARD OF COUNTY COMMISSIONERS ON BEHALF OF FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

BY:

John O'Grady, COMMISSIONER

BY:

Kevin L. Boyce, COMMISSIONER

BY:

Erica C. Crawley, COMMISSIONER

AGREEMENT APPROVED AS TO FORM

City of Columbus, Office of the Mayor, CelebrateOne

Subrecipient Agency

BY:

Danielle Tong Authorized Representative

Danielle Tong

Printed Name

1/3/2024

DATE OF SIGNATURE: , 2023

BY:

G. Gary Tyack

**PROSECUTING ATTORNEY** 

FRANKLIN COUNTY, OHIO

Jeanine Hummer

Assistant Prosecuting Attorney

1/3/2024

Executive Director

Title

1111 East Broad Street Suite 302 Columbus OH 43205

Address

# Appendix A

## Clarification of Subaward Terms

CFDA:21.027FAIN #:Coronavirus State and Local Recovery FundsFederal Agency:U.S. Department of Health and Human ServicesAward Name:ARP

#### **APPENDIX A:**

#### CLARIFICATION OF SUBAWARD AGREEMENT TERMS WITH CITY OF COLUMBUS, OFFICE OF THE MAYOR

The written material contained herein serves to convey terms of the subaward agreement that are not explicitly stated within the proposal, budget, or subaward agreement boilerplate. Where any contradictions occur between the previously submitted materials and this Appendix, this document shall take precedence.

#### Budget

- The Subrecipient has completed the budget in accordance with the format and *Program Budget User Guide*provided by FCDJFS. The Subrecipient understands that they will be held accountable to the applicable
  federal cost principles outlined in the *Program Budget User Guide* and Article II PROCUREMENT,
  SUBAWARD COMPLIANCE AND AUDIT RESPONSIBILITES of this subaward agreement. The
  Subrecipient understands that the budget is the basis for the calculation of the cost reimbursement for this
  subaward.
- It is expected that Subrecipients will expense budgeted Reimbursable Costs throughout the course of the subaward agreement. FCDJFS reserves the right to disallow Reimbursable Costs in excess of 25% of the budgeted Reimbursable Costs that are invoiced during the last month of the subaward agreement.
- The Subrecipient understands and agrees to the stipulations that: (a) FCDJFS will only pay 100% of allowable program costs if FCDJFS is the sole funder of the program; and (b) that the costs contained in the budget reflect only the percentage of the costs of the TANF eligible youth participants that can be billed to FCDJFS.
- The Subrecipient understands they can only be paid for actual program expenses documented on the invoices and the expenditure summary submitted at the end of award period. FCDJFS will conduct a review and reconciliation of all expenses billed to this subaward.

#### Subaward Agreement Period

• <u>Subaward Period</u>: the subaward agreement period start date is <u>October 1, 2023</u> and the end date will be <u>September 30, 2024</u>.

• <u>Invoicing:</u> Services to be invoiced must occur between the subaward start date and no later than the subaward end date. Services or expenses occurring after that date cannot be invoiced. All invoices for services provided under this contract must be submitted no later than <u>October 31, 2024</u>. Invoices submitted after this date may not be accepted.

#### Payment Structure and Requirements

The Subrecipient will receive payment for direct, reimbursable and administrative costs associated with the program funded by FCDJFS in accordance with the terms and conditions listed below:

• For **Direct Program Costs**: when the Subrecipient incurs a cost that is detailed in the budget. Documentation of <u>actual</u> monthly Direct Program and Administration Costs must be made available upon request by FCDJFS and will be verified during the Subrecipient monitoring.

The maximum reimbursable Direct Program amount allowed is based on the approved budget.

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• Invoicing for youth payroll may occur as frequently as every two weeks for youth wages. FCDJFS will provide funds according to the Youth Payroll Schedule submitted by the provider. If the invoice is not received by the date specified, the provider runs the risk that the payroll payment will not be paid in time for the provider to meet their payroll. The provider is responsible for reconciling of all youth payroll invoices no less than monthly.

• Reimbursement for Direct Program will be based on <u>actual</u> direct costs incurred for the month being invoiced.

Note: Direct Program costs are treated as reimbursable expenses; however, the supporting documentation will not be submitted to the DSS Unit for verification with monthly invoices unless specifically requested by FCDJFS.

- For **Reimbursable Costs**: when the Subrecipient incurs a cost that is detailed in the budget, provides a copy of the receipt with the submitted invoice, and the receipt documents the specific item being purchased and the exact amount of the cost.
- For Administration Costs: when the Subrecipient incurs a cost that is detailed in the budget. Documentation of <u>actual</u> monthly Administration Costs must be made available upon request by FCDJFS and will be verified during the Subrecipient monitoring.
  - The maximum reimbursable amount allowed is based on the approved budget.
  - Reimbursement for Administration Costs will be based on <u>actual</u> administrative costs incurred for the month being invoiced.
  - Total Administration Costs for the subaward agreement period may not exceed the percentage of administrative costs approved in the budget. The Administration Costs may not exceed the approved percentage of the <u>actual</u> direct program expenses and <u>actual</u> reimbursable expenses as stated on the Subrecipients subaward-specific general ledger or financial statements, which should match the monthly expenditure reports submitted to FCDJFS.
  - Note: Administration Costs are treated as a reimbursable expense; however, the supporting documentation will not be submitted to the DSS Unit for verification with monthly invoices unless specifically requested by FCDJFS.
- The Subrecipient understands that they can only be paid for actual program expenses documented on the annual expenditure report. FCDJFS will conduct a mid-year and a final review and reconciliation.

#### Cost Allocations

The Subrecipient may submit invoices for reimbursement of cost in the budget approved by FCDJFS

• \$130,784.16 for cost related to CelebrateOne Health Equity Initiatives

#### **RIO/Community Partner**

RIO: All Subrecipients are required to register as a Community Partner and gain access to RIO which is the required system/method for invoice and program report submissions. FCDJFS will provide the required documents and instructions for this registration process.

#### **Operational Updates**

The Subrecipient shall report any significant impacts on the services to be provided under this Subaward Agreement. Written notification shall be submitted using the Program Report template issued by FCDJFS. Updates shall include but are not limited to:

- **Staffing Update:** Subrecipient must report any staffing changes, relevant to the program, that have occurred during the service month. This includes all hires, terminations, transitions.
- **Budget Update:** Subrecipient is responsible to review their expenditures monthly and report of any significant budget issues. These issues may include, but are not limited to, vacancies/hires, expenditures above or below monthly projections, changes in reimbursable costs, direct or admin costs
- **Site Location:** Subrecipient is responsible for reporting any changes, significant challenges or issues related to the approved program site location(s).

#### Program Operations

- Subrecipient will drive infant mortality down through the creation of accessible on-site and in-home birthing services guided by certified doulas and licensed midwives.
- The Health Equity Innovation and Birth Centers Initiatives (HEIBC) will expand access for more intensive and intentional birth methods to address maternal and infant health outcomes, including morbidity and mortality, while creating a space that is preventative, proactive, sensitive, and knowledgeable, to meet the needs of mothers and children.
- Subrecipient will work towards the following goals:

- Form a Steering Committee comprised of inter-disciplinary agency professionals, physician champions, stakeholders and community members to provide guidance surrounding best practices for Birthing Centers.

-Develop a written report of findings and recommendations for implementation of a scalable birth center model in Central Ohio

-Continue with research efforts to expand the current knowledge around birthing center services, client demographics and the role of birthing centers in relation to the healthcare spectrum.

-Develop additional projects to support equitable health outcomes for mothers and children to include the continuation of a Community Advisory Board, Doula expansion, and planning the learning series for the Addressing Racism in Maternal Health Workgroup.

• Subrecipient will implement equity focused efforts in CelebrateOne zip codes targeting the following priority neighborhoods: Near South Side, Near East Side, Linden, Franklinton, Hilltop, Morse/161, Northeast and Southeast.

#### Monthly Reporting:

The Subrecipient must complete both the Program Outcome Report and Program Status Report on a monthly basis as part of the monthly invoice submission process. The fiscal invoice will not be processed until FCDJFS receives these reports. Delay in the submission of the program reports will result in a delay of payment.

#### Program Outcome Report:

All standardized program data/outcomes must be reported using the Program Outcome Report developed by FCDJFS. This report will capture *at a minimum* the following participant data:

• Names of Participants and Program attendance rosters

#### Program Status Report:

The Subrecipient must complete the Program Status Report each month. Program Status Reports are due with the invoice. The required form template is provided by FCDJFS. The report must detail any significant impacts on the services to be provided under this subaward agreement.

Written notification, through this report, must be provided in the case of problems, delays, or adverse conditions which materially impair the Subrecipient's ability to meet the objectives of the subaward agreement. The notification must include a statement of the action taken or the proposed course of action. The Program Status report should include but are not limited to the following updates:

- **Staffing Update:** Subrecipient must report any staffing changes, relevant to the program, that have occurred during the service month. This includes all hires, terminations, transitions.
- **Budget Update:** Subrecipient is responsible to review their expenditures monthly and report of any significant budget issues. These issues may include, but are not limited to, vacancies/hires, expenditures above or below monthly projections, changes in reimbursable costs, direct or admin costs
- **Site Location:** Subrecipient is responsible for reporting any changes, significant challenges or issues related to the approved program site location(s).

#### Additional Subaward Agreement Terms:

• Subrecipient will submit monthly invoices and expenditure reports in the format supplied by FCDJFS.

- The Subrecipent shall provide copies of all signed subcontract agreements associated with this subaward.
- Subrecipient will provide customer data reports and an end of the year report that will include specific program details and/or outcomes as requested by FCDJFS.

#### **Publicity**

#### A. Publicity: Public Announcements

- It is the responsibility of Provider to notify Franklin County Department of Job and Family Services (FCDJFS) upon receiving a request for any public announcement related to this Agreement, written or oral.
  - The Provider will need to provide FCDJFS with the following information:
    - The requesting organization
    - Type of public announcement (i.e. written article, interview, media attendance at an event)
    - The purpose of the public announcement
    - A list of participants (representing the Provider and the requesting organization)
    - When the public announcement will take place
    - Where the public announcement will take place
    - The estimated time duration for the public announcement
- <u>The Provider must obtain consent from FCDJFS prior to issuing any written statements, oral</u> <u>statements and/or participating in any media release related to this Agreement.</u>
- The Provider shall acknowledge Franklin County funding when making a public announcement related to this Agreement.
  - It should clearly state, Funded by the Franklin County Board of Commissioners and administered by FCDJFS.
- The Board of Commissioners and FCDJFS reserve the right to participate (when appropriate) in any public announcement regarding this Agreement.

#### B. Publicity: Website Postings, Advertisement/Marketing or Programing Material

- The Provider is responsible for ensuring Franklin County Funding is acknowledged where appropriate on any:
  - o Pamphlets
  - Website postings
  - Media releases
  - o Advertisement, marketing, recruitment, promotional or programming material
- Regarding services provided under this Agreement the publicity material shall clearly state services are funded by the Franklin County Board of Commissioners and administered by FCDJFS.
- In addition, the Provider must incorporate the logo provided by FCDJFS.

#### C. Publicity: Public Events

• The Provider is responsible for notifying FCDJFS when planning any public events related to this Agreement.

- The Provider is responsible for notifying FCDJFS when participating in any public events (i.e. panel • discussions, City Council meetings) related to this Agreement.
- As outlined above the Provider shall acknowledge Franklin County funding at the public event and/or on any written material for the event.
- The provided Franklin County logo should also be used (when appropriate) on written material for the event.
- The Board of Commissioners and FCDJFS reserve the right to participate (when appropriate) in any public event regarding this Agreement.

#### **Applicable Compliance Requirements:**

CFDA #93.558 Temporary Assistance for Needy Families (TANF), funded by the Department of Health and Human Services Federal Requirements 45 CFR Part 74 Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations (HHS) **OMB Circular A-110** Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations Cost Principles for Non-Profit Organizations OMB Circular A-122 Audits of States, Local Governments, and Non-Profit Organizations **OMB Circular A-133** State Requirements OAC 5101:9-4-02 Standards of Acquisition OAC 5101:9-4-07 **Procurement Requirements** OAC 5101:9-4-15 **Disposal of Assets County Requirement** Chapter VII

Competitive Bidding, Franklin County Purchasing Department's Manual of Procedures

Danielle Tong

1/3/2024

Signature of Subrecipient's Authorized Representative

Date

# Appendix B

## Service Program Narrative

## $RiO_{\rm Results\,Innovations\,And\,Outcomes}$

### Narrative 🖶

#### 2024 CELEBRATEONE BIRTH EQUITY CITY OF COLUMBUS, OFFICE OF THE MAYOR, CELEBRATEONE

Primary Prog	gram Contact Information:		
		Is this person authorized to	):
🗆 Name & Title	Danielle P. Tong	□ Sign Contracts:	●Yes No
Direct Line:	614-645-0817	Modify Budgets:	●Yes No
	(Ex: xxx-xxx-xxxx)		
Email:	dptong@columbus.gov	☐ Modify Services:	●Yes No
		□ Sign Invoices:	<b>●Yes</b> No
Primary Billi	ng/Invoice Contact Person:	Is this person is authorized to:	1
□ Name & Title:	Melinda J. Cunningham	Sign Contracts:	Yes No
Direct Line:	614-724-1626 (Ex: xxx-xxx-xxxx)	☐ Modify Budgets:	Yes No
🗆 Email:	mjcunningham@columbus.gov	☐ Modify Services:	Yes No
		Sign Invoices:	<ul><li>Yes No</li></ul>

Program Information
□ 1. Program Name
Maternal Child Health Equity Innovation

□ 2. Provide a detailed description of services/program activities:

CelebrateOne (C1) was created as a result of the recommendations set forth by the Infant Mortality Task Force in 2014. Since its inception, C1 has helped drive the infant mortality rate down by 20% as of 2020. However, we recognize that one of the root causes of infant mortality is systemic racial disparities. This is particularly salient for women and children in high-risk neighborhoods. As part of our new Five-year Strategic Plan (2021-2026), C1 has committed to being more intentional about the ways in which we address these disparities. According to the Centers for Disease Control (CDC), infant deaths are disproportionately affecting Black babies who are dying at a rate of 10.8 per 1,000 births, which is higher than every other racial/ethnic group. The maternal mortality rate for Black women was 44.0 per 100,000 deaths 2.5 times higher than that of White women and 3.5 times higher than that of Hispanic women. While the infant mortality rate has decreased here in Franklin County, the racial disparity rate has continued to increase and now stands at an alarming 3.5:1 ratio as of 2020 compared to the 2.6:1 ratio in 2014. C1 is committed to placing an emphasis on improvements in birth equity and maternal health. Current strategies have been deployed to support birth and maternal health equity, including convening Black women, expanding opportunities for doulas in Central Ohio, and exploring the feasibility of birthing centers. Because of the Franklin County Department of Job and Family Services, C1 has been able to lean heavily into exploring a birthing center model in Central Ohio. National research conducted by the Centers for Medicare Medicaid Services (CMS) Strong Start Study concluded that women receiving care through the birth center model had significantly better outcomes such as: 1) Preterm birth: 6.3 percent versus 8.5 percent (26 percent lower) 2) Csection rate: 17.5 percent versus 29 percent 3) Gestational age of baby: almost half a week longer and 4) More vaginal births after C-section (VBACs): 24.2 percent versus 12.5 percent. Finally, CMSs Strong Start Study revealed that racial disparities for Black participants enrolled in birth center care reduced the most compared to other racial groups in the study as well as compared to the national average. The first two years of this grant have been focused on building CelebrateOnes internal knowledge of birthing centers by: Holding extensive research interviews with birth centers across the nation to learn more about their models Becoming a member of the American Association of Birth Centers (AABC), and completing their How to Start a Birth Center course. Reviewing current medical literature was and developing a literary review, and Hosting initial stakeholder meetings with critical partners such as Ohio Better Birth Outcomes Collaborative (OBBO), Central Ohio Hospital Council, and Columbus Public Health. In addition, intentional effort has been placed on developing several other projects which support equitable health outcomes for mothers and children. These include: Queens Village Community Advisory Board- a Black-women led, community engagement initiative whose mission is to empower Black mothers throughout their mental, physical, and social health journeys by promoting standards of healthcare, intentional self-care methods, and informational support tools. Queens Village meets once a month to strategically collaborate with partners and stakeholders as well as develop community events to expand the impact of our village. Doula Expansion- a CelebrateOne

program which offers scholarship dollars to women of color to become certified doulas. The purpose is to not only provide an economic pathway for the individual receiving the training, but to expand the doula workforce in Columbus, so that more families have access to their beneficial services in an effort to increase better birth outcomes. Addressing Racism in Maternal Health Workgroup- in partnership with Ohio Better Birth Outcomes Collaborative (OBBO), this workgroup developed an educational series for healthcare systems to explore the ways in which racism impacts maternal child health outcomes and methods of improvement. The intent of this grant request is to continue to expand maternal and birth equity initiatives, such as those mentioned above, and in particular, the birth center model. C1 plans to determine how to make that concept a reality in Columbus. C1 expects to complete the program goals and outcomes listed below during this one-year grant period.

 $\Box$  3. Provide a list of the program goals and outcomes.

Program Goal	Activities to Meet Goal
For Birth Center Research: Form a steering committee	This core group will be comprised of inter- disciplinary agency professionals as well as community me
For Birth Center Research: Select a vendor to complete a community needs as	A vendor will be selected through a Request for Proposal bidding process. This vendor should have ex
For Birth Center Research: Explore national birth center models for replica	The purpose of this objective is to use the guidance provided by the steering committee, along with
For Birth Center Research: Develop a written report of findings and recomme	Based on the results of the above activities, CelebrateOne will provide a written report that will d
For Queens Village: Host a Strategic Planning Session	The purpose of this strategic planning session is to reflect on the progress Queens Village has made
For Queens Village: Elect Three New Board Members	In order to expand our reach, we must expand the representation of Black women on our board. Going i
For Doula Expansion: Complete Two Training Cohorts	C1 has selected a training vendor (Harambee Village Doulas) through a Request for Proposals process.
For Addressing Racism Workgroup: Plan 2024 Learning Series	As the 2022-2023 learning series concludes, we will formally reflect on our successes and barriers i

□ 4. Describe how the program will be evaluated. Tools used to evaluate outcomes must be uploaded in the Attachments section.

The program goals listed above will be evaluated based on timely and quality completion. The timeframes for each programs goals are as follows: Goals for Birth Center Research: Form a steering committee February 2024 Select a vendor to complete a community needs assessment May 2024 Explore national birth center models for replication in Franklin County July 2024 Develop a written report of findings and recommendations for implementation of a scalable birth center model October 2024 Goals for Queens Village: Host a Strategic Planning SessionNovember 2023 Elect Three New Board MembersJanuary 2024 Goals for Doula Expansion: Complete Two Training Cohorts December 2024 Goals for Addressing Racism Workgroup: Plan 2024 Learning SeriesNovember 2023-March 2024

□ 5. How will challenges in collecting required participant information/eligibility documentation be addressed (if applicable)?

The common thread throughout all of the projects listed above is the concept of centering Black womens voices and unique lived experiences. Even with the great strides C1 has made in decreasing infant mortality, the poor maternal health statistics and rising racial disparity rates indicate that in order for any of the aforementioned initiatives to be successful, we cannot plan around the needs of Black women, but in partnership with them. Though we do not foresee any challenges in collecting information/documentation, we plan on drawing from our past successful initiatives such as CelebrateOnes 2021 Listening Sessions to determine how best to engage participants in a way that is meaningful and not simply transactional.

□ 6. How does the proposed program align with the organization's core services?

This work is rooted in C1s mission and vision which recognizes that in order to have healthy babies, there must be healthy families and communities that set a foundation for opportunity during this generation and future generations. Since its inception, C1 has been intensely focused on improving service delivery to families most impacted by health disparities. This grant supports a variety of City and County efforts including: County and City Declaring Racism as a Public Health Crisis; City of Columbus Health Equity Agenda; and CelebrateOnes Strategic Plan. Regarding CelebrateOnes Strategic plan, this grant proposal is in line with several Recommendations and Strategies including: Recommendation 1: Target and address structural and interpersonal racism as fundamental drivers of infant mortality. Strategies to address Recommendation 1: Center perinatal community resources and supports in accessible locations in each neighborhood with the highest Black infant mortality rates. Center the voice of Black women and women with lived experience to consistently drive the work. Recommendation 4: Improve the provision of reproductive care from preconception through the first year of life. Strategies to address Recommendation 4: Improve access to reproductive health care. Improve the quality of reproductive health care. Recommendation 5: Design and implement a connected and consistent care experience for mothers and babies. Strategies to address Recommendation 5: Connect families with perinatal support and advocates as a standard of prenatal and perinatal care practice. Develop a plan to address gaps in prenatal support services including but not limited to centering, doula, Moms2B, etc. Empower women to be co-creators of their unique pregnancy journey. Develop

programs that support families and caretakers as well as mothers and parents. Recommendation 6: Accelerate innovation, progress, and accountability for health equity. Strategies to address Recommendation 6: Target new investments using data and to measure local programmatic and community outcomes by race and other demographic factors. Increase investments in programs/interventions with known positive outcomes for Black women and babies. Implement maternal health solutions based on the results of maternal health data and maternal mortality review processes

□ 7. Provide a description of the organization's experience in providing similar programs/services. If this is the first time providing the program describe indicators that program will be successful. (The response should include, but is not limited to, program services, program dates, days/week, hours/day, ages served, numbers served, funder, amount of funding, number of staff)

CelebrateOne has strong experience developing and implementing new programming that supports positive maternal child health outcomes. One notable example would be our Healthy Beginnings at Home initiative (HBAH). HBAH is a research project testing the impact of providing rental assistance with housing stabilization services to pregnant women, who are living in highly unstable housing, and are at greater risk of infant mortality. CelebrateOne led the initial HBAH research project from 2018 to early 2021, enrolling 100 families in the random assignment study with 49 families receiving the housing intervention. HBAH rigorously evaluated its findings to strengthen the evidence for housing stabilization and how it addresses infant mortality, can improve health outcomes for women and their infants. The study found that the intervention produces improved/enhance maternal and infant health outcome with 78% of program participant experiencing healthy, full-term births compared to just 55% of the control group. As a result, \$2.25 million was included in the state budget to replicate and expand HBAH across four sites in Franklin and Summit counties.

□ 8. Describe any challenges (lessons learned) in the delivery of similar programs/services. How were issues addressed?

Since obtaining this grant, C1 has learned several valuable lessons and plans to work diligently going forward to apply them. Our previous grant applications placed emphasis on the opening of the initial birth center and successful service delivery. However, our research has proven that throughout this program year, a much greater effort must be around educating our key partners as well as the community. Although not a novel idea, birth centers are relatively new to Ohio and Franklin County in particular. The current level of knowledge around birthing center services, client demographics, rules regulations, licensing, and most importantly how birth centers tie in to the healthcare spectrum needs to be increased. Moreover, the value of birth centers for the mothers and babies who are most prone to poor outcomes has to be recognized. We plan on achieving this collective learning utilizing a steering committee to help quide the work as well as engaging a vendor to develop a community needs assessment and other initiatives, such as listening sessions. We will then utilize that feedback to make recommendations for birth center implementation in Franklin County. Lastly, we recognize that more programmatic support across the entire maternal child healthcare landscape is needed. This is why we have and would like to continue to develop initiatives, such as Queens Village and Doula Expansion, in addition to birth center research.

#### **Program Information**

□ 9. Describe the management plan: must demonstrate the overall structure of the proposed service delivery model and how that structure will be sufficiently managed (include management of subcontractors and partners).

The project will be led by Senior Project Manager of Maternal Child Health Equity Innovation, Whitney Gordon. Whitney is currently supervised by Danielle Tong, Executive Director of CelebrateOne. Together they will continue to develop key research and insights, develop the detailed project plan and timeline, and work closely with the cross-organization project team, key partners and stakeholders to implement the plan.

□ 10. Provide a detailed description of how the organization will provide programs/services that are culturally and linguistically appropriate. An organization must ensure that the LEP (limited English proficient) person:

- Is given adequate information
- · Is able to understand the services and benefits available
- · Is able to receive services for which he or she is eligible
- Can effectively communicate the relevant circumstances of his or her situation to the service provider; and
- Receives language assistance at no cost

C1 and its partners serve a very diverse population of residents. Mechanisms are in place to assure that our residents can access City facilities, comprehend printed materials and communicate with staff. City buildings are handicapped accessible and meet all standards for accessibility. Interpretation services are also available through subcontracted services over the phone, by video and on-site in the following languages: Spanish, Somali, Russian, Tigrinya, Amharic, Arabic, French, Fulani, Nepali, Chinese, Vietnamese, Portuguese and Cambodian. These services are provided to clients at no cost and supplemented by staff, as many employees speak more than one language and represent the communities, cultures and people CelebrateOne and its partners serve.

#### 11. Target Population (ages served)

The research with which this funding supports will be focused on women of childbearing age (18-40).

□ 12. a) Number of participants served with FCDJFS funding

0

□ 12. b) Number of youth served with other funding sources

0

0

□ 13. How will the program be promoted/marketed to the community? Indicate when the program will start enrollment for the program. (A current brochure or promotional copy must be uploaded in the Attachment section. If available online provide site address)

Promotion of birth center research will start with engaging C1s vast network of stakeholders within and surrounding our priority neighborhoods. Before implementation can begin extensive community engagementincluding a community needs assessment and listening sessions will need to take place to bring awareness to the functions and benefits of birth centers. Allowing space for community members potential clients and future partners of birth centers to ask questions and express their thoughts around design and service delivery are imperative to the success of the initial and subsequent sites. C1 intends on leveraging its team of internal Care Coordinators who engage with mothers and families as well as pertinent partner agencies to assist in promotion of birth centers as well as Queens Village Doula Expansion and Addressing Racism in Maternal Health Workshops. Through our communications department a multi-faceted campaign agenda for each will be developed which will include both hard-copy and digital platforms.

□ 14. What is the geographical target area in Franklin County?

- North
- South
- East
- West
- Central
- All Franklin County
- Other

□ Please describe Other:

An emphasis will be placed on developing within the eight CelebrateOne priority neighborhoods. A disproportionate amount infant deaths and racial disparities in health outcomes occur in these communities. Comprised of 13 zip codes, they include: Franklinton (43222 and 43223); Hilltop (43204); Linden (43211); Near East (43203 and 43205); Northeast (43219); Northland (43224 and 43229); South Side (43206 and 43207); and Southeast (43227 and 43232). While we will use the neighborhood specific data to determine which area to begin focusing our efforts, other factors, such as the results of the community needs assessment and strategic input from the steering committee will also be key drivers in implementation and replication.

□ 15. List number of program sites/locations

Throughout this programmatic year, efforts will be focused on researching what is needed to implement a birth center in Franklin County using a model that is intentional about reducing maternal child health disparities among women of color, the Medicaid and Medicaid benefits cliff populations. We will use that research to help guide us in selecting the initial site

location. Ultimately, the goal would be to have one location on the North, South, East and West sides of Franklin County.

#### **Program Information**

□ 16. Add Site Location(s) (If site status is Other explain in Type of Organization):

Name	Address	Site contact info (if other than	New	Type of	Site Status
		bidder)	Site?	Organization	?

□ 17. Provide a description of any/all Community Partners or sub-contractual relationships. (Briefly describe roles and responsibilities. Fees will be listed in the budget section)

Partner	Туре	Fee?	Description of Services
Birth Center Research (Various)	Partner	No	A variety of partners will be involved, many represented in the steering committee, and will include but are not limited to: The City of Columbus, Columbus Public Health, OBBO, Franklin County Commissioners, Federally Qualified Health Centers such as Lower Lights and Heart of Ohio, and Central Ohio
For Queens Village (CelebrateOne)	Partner	No	Serves as the backbone agency providing funding for monthly meetings and events, marketing materials, and program oversight
For Queens Village (Cradle Cincinnati/Queens Village Cincinnati)	Partner	No	Provides technical assistance and quality control; sets the reporting guidelines; oversees ongoing education in the form of monthly Lunch Learns and quarterly meetings for each chapter
For Queens Village ( Ohio Better Birth Outcomes Collaborative (OBBO))	Partner	No	Provides funding for Queens Village to expand community impact throughout the next five years; consults Queens Village for applicable projects (such as safe sleep campaigning)
For Doula Expansion (Harambee Village Doulas)	Partner	Yes	Based in Madison, Wisconsin, Harambee Village Doulas is a community-based doula agency with a proven history of reducing Black infant mortality in Dane County. They will provide DONA approved cultural competent doula training as well as mentor services to ensure program participants do not just com
For Addressing Racism Workgroup (Ohio Better Birth Outcomes Collaborative (OBBO))	Partner	No	Leads the planning and development of workshop series

For Addressing RacismPartnerNoassists in the planning and development of workshopWorkgroup (CelebrateOne)series; facilitates certain workshops within the series (ex:<br/>screening and discussion of the short film Toxicwhich<br/>highlights the Black maternal health crisis)

□ 18. Program staff list. Provide information for positions/staff providing program services. Positions with the same title must be numbered i.e. Coordinator 1, Coordinator 2 etc.

Type of Staff	Staff Name	Position Title	Narrative
Direct	Whitney Gordon	Sr. Project Manager of Maternal Child Health Equity Innovation	Project Lead
Direct	Melinda Cunningham	Deputy Director, CelebrateOne	Deputy Director and Financial Lead
Direct	Danielle Tong	Director, CelebrateOne	Executive Director and NFP Lead

□ 19. Provide any additional information, not already provided, that your organization deems is pertinent for FCDJFS to review in consideration of this proposal.

Whitney Gordon currently serves as the Senior Project Manager. She is a Miami University and The Ohio State University (OSU) alumna who began her career in social services upon graduating with her Masters Degree in African-American and African Studies. She has over 10 years of experience working with minority youth and families via education attainment, workforce development, and judicial system pathways. As of 2021, she sits as the Senior Project Manager of Maternal Child Health Equity Innovation for CelebrateOne. Within her current role, she strives to synergize resources, systems, practices and narratives which promote agency for birthing people while simultaneously creating innovative solutions to birthing justice issues. Melinda Cunningham is CelebrateOnes Deputy Director. In 1993, Cunningham began her tenure with the City of Columbus working in the Department of Utilities, starting out as a customer service representative and transitioning to various roles, such as business manager and fiscal manager. She joined CelebrateOne in 2022. She earned her Bachelors Degree from The Ohio State University and her Masters Degree from Franklin University. Danielle P. Tong was appointed Executive Director of CelebrateOne in July 2023. Tong manages a staff of 25, oversees the organizations five-year strategic plan with the goal to reduce the infant mortality rate by 2030, fosters relationships with partner organizations, donors and the community and directs initiatives to improve housing for pregnant women. Prior to joining CelebrateOne, Tong worked at The Columbus Foundation for three years in various positions. She was the content expert on maternal/child health and womens reproductive health. She also researched grant appropriations for The Foundation and was the liaison for a number of projects related to CelebrateOne, including Healthy Beginnings at Home and the Safe Sleep initiative. From 2015-2016, Tong worked at the Ohio Department of Medicaid and in 2014 was a fellow with OhioHealth. She earned a Bachelor of Social Work and a Master of Public Health from Wright State University.

# Appendix C

## Budget



## Total Revenue for Budget Period 🖶

#### 2024 CELEBRATEONE BIRTH EQUITY CITY OF COLUMBUS, OFFICE OF THE MAYOR, CELEBRATEONE

Revenue for Proposed Prog	ram
Agency Fiscal Period Start Date	
☐ Agency Fiscal Period End Date	
Amount Requested from FCDJFS	<u>\$ 130,784.16</u>
Amount of Budget not covered by proposed FCDJFS Funding	<u>\$ 0.00</u>
□ FCDJFS expects that your agency will be able to perform all proposed services regardless of whether pending funding is received or not. Please describe how your agency will fund program if pending function is not received.	

## Additional Funding for Proposed Program

	Descripition	Amount Confirmed	Amount	Total
Government			Pending	<b>Amount</b> 0.00
Federal				0.00
State				0.00
County				0.00
Municipal (city, town etc.,)				0.00
Fees for Program Services				0.00
Grants from other funding sources				0.00

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Fundraising and other donations		0.00	
	Amount		
From Private Consumers	3		
□ Federal Subawards/Grar	nts		
□ Federal Contracts			
☐ State, County or Municip Allocations	al		
□ Contributions			
Miscellaneous			



### Occupancy and Insurance Costs 🖶

#### 2024 CELEBRATEONE BIRTH EQUITY CITY OF COLUMBUS, OFFICE OF THE MAYOR, CELEBRATEONE

#### **Indirect Cost Rate**

In accordance with the Uniform Administrative Requirements for Federal Awards: Administrative Costs cannot exceed **10%** of Direct and Reimbursable Costs unless the agency has an approved federally recognized Indirect Cost Rate. A letter from cognizant Federal Agency must be attached for agencies with an approved Indirect Rate.

Administrative costs are capped at **15%** for TANF funds (even with federally approved indirect rate). Enter a percentage for only one administrative costs option. If claiming De Minimis you must enter **10%**. If Federal Indirect Cost Rate is selected the letter must be included with the proposal.

Administrative costs can be charged as a percentage of Direct costs based on a federally approved indirect cost rate or by selecting the 10 percent De Minimis cost rate. De Minimis will be multiplied by Modified Total Direct Costs (see definition below) to calculate the amount of Administrative costs that can be included in the budget. If agency has a federally approved indirect rate, amounts can be entered in the Approved Base section of the budget. The approved indirect rate will be multiplied by the Approved Base to calculate the amount of Administrative costs that can be included in the budget.

#### Modified Total Direct Cost (MTDC)

MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess

of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

10% De Minimis or Lower Percentage amount	~
Percentage	
0.00	
Administrative Costs Explanation	


### Reimbursable Costs 🖶

					CELEBRATI
Budget From Date: 10/01/2023	<ul> <li>Budget To D</li> <li>09/30/2024</li> </ul>	ate:			
Reimbursable Op	perational C	Costs			
I.A.1 Direct Contracte	ed Service Cost	S			
ReOpen					
<ul> <li>ReOpen</li> <li>Name Contact Information</li> </ul>	Services	Fee Per Hour	Number of Hours	Total Contract Cost	TotalCost
Name Contact		Hour			TotalCost

a. Gasoline and oil							
b. Vehicle Repair							
c. Vehicle License							
d. Vehicle Insurance							
e. Other							
2. Mileage							
3. Conference, Meeting and Training Costs							
4. Purchased Transportation							
a. Bus Passes							
b. Program transportation							
c. Special trips							
d. Other							
Please Note: * Do NOT include contractors' costs in section I.A.2- please see instructions * Gas cards are NOT an allowable cost * Mileage cannot exceed \$.50/mile							
I.A.3 Direct Consumable Supplies and Related Costs							
ReOpen     Item   Detailed Explanation		Total Cost					
Please Note:  * FCDJFS does NOT pay for food for staff- please see Allowable food costs in the instructions * Entertainment is NOT allowable							
I.A.4 Incentives Paid to Participants							

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s Paid to Participar Explanation/Forn	nts					
Explanation/Form						
Explanation/Form						
	nula		Total Cost			
ble Equipmen	t Costs					
quipment Purchas	e Costs					
Quantity Charg Program	jed to Cost Item	•		otalCost	DirectCos	
eased and Rented	l Equipment	Costs				
Model & Year of Equipment	Quantity Charged to Program	Cost per Item	% of Use for Program	Budget Period Usage / Rental Charge	Direct Cost	
	Quantity Charg Program	Program Item	Equipment Purchase Costs           Quantity Charged to         Cost per         % of Us           Program         Item         Program           Leased and Rented Equipment Costs         Model & Year         Quantity         Cost per           Model & Year         Quantity         Cost per         Item	Equipment Purchase Costs           Quantity Charged to         Cost per         % of Use for         To           Program         Item         Program         To           Leased and Rented Equipment Costs         Model & Year         Quantity         Cost per         % of Use for           Model & Year         Quantity         Cost per         % of Use           of         Charged         Item         for	Equipment Purchase Costs           Quantity Charged to         Cost per         % of Use for         TotalCost           Program         Item         Program         TotalCost           Leased and Rented Equipment Costs         Equipment         Cost per         % of Use for         TotalCost           Model & Year         Quantity         Cost per         % of Use         Budget           of         Charged         Item         for         Period           Equipment         to Program         Program         Usage         /	

### Reimbursable Costs Explanations:

I.A.1 Direc Service Costs			
I.A.2 Direc	t Travel and Training Cost	ts	
☐ I.A.3 Direc Costs	t Consumable Supplies ar	nd Related	
I.A.4 Incen	tives Paid to Participants		
□ I.A.5 Stipe	nds Paid to Participants		
☐ I.B.1 Direc Purchase Cos			
☐ I.B.2. Direc Rented Equip	et Leased and ment Costs		



### II.A.2 Payroll Related Costs 🖶

#### 2024 CELEBRATEONE BIRTH EQUITY CITY OF COLUMBUS, OFFICE OF THE MAYOR, CELEBRATEONE

Select Type :	Direct Program Staff	~
Actual % Rate		
☐ Social Security 2.00	/ Medicare	
☐ Worker's Comp <u>1.00</u>		
	Insurance	
□ Retirement Exp <u>14.00</u>	ense	

□11.A.1 Salaries

Position Title (each employee position must be individually itemized)

FTE position for the Agency

**Total Annual Salary** 

FTE position for the Program

Total Salary for Program Budget Period

% charged to FCDJFS

**Retirement Expense** 

**UnEmployment Expense** 

Health Insurance

**Dental Insurance** 

Vision Insurance

Life Insurance

Short Term Disability

Long Term Disability

Total Salary: \$ 95,472.00 Total Benefit Amount: \$ 32,448.00 Total Payroll Related Amount: \$ 2,864.16 Total Amount Charged: \$ 130,784.16

Position Title	Total Salary for Program Budget Period	Total Salary	Total Benefit Amount	Total Payroll Related Amount	Total Amount Charged
	Period				

Select Sr. Project Manager of Maternal Child Health Equity Innovation	95,472.00	95,472.00	32,448.00	2,864.16	130,784.16
					Save



## **Occupancy Costs**

CELEBRATEONE E	Direct Program Staff	LUMBUS, OFFICE OF TH	E MATOR, CELEBI
3.1 Occupan			
Occupancy			
ReOpen			
Occupancy (rent/mortgage/lea	Cost per Budget Period se)	% of use for Program	Total Cost
Occupancy Cost			0.00
Please Note:			
riease nole.			

Depreciation								
ReOpen								
t	Balance to be Depreciated	Balance of useful life (in months)	% of us for prograi	in	Charg Costs	eable	Depreciation Cost	
Balance to be depreciated								
Please Note: * Complete Occupancy or Depreciation- NOT BOTH Maintenance and Utilities								
Maintance and Util	ities Cost	per Budget	Period	% of use for	Program	Amou	Int	
Maintenance and Re	epairs 🗌					0.00		
Utilities								
Heat & Light						0.00		
Telephone						0.00		
Water						0.00		
Other						0.00		

#### Please Note:

\* Only include utilities in this section if they are not included in rent.

### II.B.2 Program Site Rental Costs

#### **Rental Costs**

ReOpen

Location/Site Name Rental Cost for Budget Period % Use for you Program Total Cost

#### Please Note:

\* Include all site rentals here (including short term rentals). A lease agreement must accompany each location listed.

### Costs Explanations:

□ Salaries	
Payroll Related Costs	
Occupancy Costs	
Insurance Costs	
Rental Costs	

 $\Box$  Equipment Subject to Depreciation



## Equipment Depreciation #

#### 2024 CELEBRATEONE BIRTH EQUITY CITY OF COLUMBUS, OFFICE OF THE MAYOR, CELEBRATEONE

Select Type :	Dii	rect Progra	m Staff	~				
ReOpen								
Equipment to be Depreciated	New /Used	Date Entered into Service	Quantity	Total Actual Cost	Balance to be Depreciated	Balance of Useful Life (in months)	% Use for program	Num. of Months in the Budge Period
								Þ
								Save



### Budget Summary 🖶

#### 2024 CELEBRATEONE BIRTH EQUITY CITY OF COLUMBUS, OFFICE OF THE MAYOR, CELEBRATEONE

Percentage of Administrative Costs : 0.00 %

#### A. Reimbursable Costs

**Direct Contracted Service Costs** 

Direct Travel and Training Costs 0.00

Direct Consumable Supplies and Related Costs

Incentives Paid to Participants

Stipends Paid to Participants

#### **B. Reimbursable Equipment Costs**

**Direct Equipment Purchase Costs** 

Direct Leased and Rented Equipment Costs

**Reimbursable Costs** 

0.00

#### A. Direct Program Staff Costs

Salaries for Direct Program Staff 95,472.00

PR and Benefit Costs for Direct Program Staff 35,312.16

#### **B. Direct Program Operational Costs**

Direct Occupancy Costs 0.00

Direct Insurance Costs

0.00

**Program Rental Costs** 

Direct Equipment Subject to Depreciation

#### **Direct Costs**

130,784.16

#### Administrative Costs

Modified Total Direct Costs

130,784.16

Federal Indirect Cost Rate

N/A

De Minimis or Other Percentage

0.00

#### **Total Direct Costs**

130,784.16

#### Administrative Costs

0.00

#### **Total Budget**

130,784.16

# Appendix D

# Certificate of Professional Liability



Zach Klein City Attorney

Monday October 30, 2023

To Whom It May Concern:

The City of Columbus is a political subdivision of the State of Ohio, established pursuant to the provisions of the Ohio Constitution and the Ohio Revised Code. Moreover, the City of Columbus is governed by the Columbus City Charter and the codified ordinances of the City. As a Home Rule city, Columbus may choose to purchase insurance for itself or may choose to be self-insured.

The City of Columbus has chosen to be self-insured. Therefore, if the City is adjudged to be liable to some entity for damages, any claims, judgments, or settlements are paid directly from funds appropriated for such purposes by the City Council.

As a result of the above described status, the City of Columbus does not provide to others any "proof" or "certificate" of insurance, other than this letter. I am authorized as an Assistant City Attorney in the Civil Division, General Counsel section, to provide this information.

Sincerely,

obert S. Jolian

Robert S. Tobias Principal Assistant City Attorney Columbus City Attorney's Office Civil Division, General Counsel Section 77 N. Front Street, 4<sup>th</sup> Floor Columbus, Ohio 43215 (614) 645-8940 rstobias@columbus.gov

**Civil Division** 77 N. Front Street Columbus, Ohio 43215 614-645-7385 Fax 614-645-6949

Claims Division 77 N. Front Street Columbus, Ohio 43215 614-645-7385 Fax 614-724-6503 Prosecutor Division 375 S. High Street Columbus, Ohio 43215 614-645-7483 Fax 614-645-8902 Real Estate Division 77 N. Front Street Columbus, Ohio 43215 614-645-7712 Fax 614-645-3913 Police Legal Advisor 120 Marconi Blvd. Columbus, Ohio 43215 614-645-4530 Fax 614-645-4551

www.ColumbusCityAttorney.org

# Appendix E

## Workers' Compensation Certificate

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Bureau of Workers' Compensation

30 W. Spring St. Columbus OH 43215-2256 Governor Mike DeWine Administrator/CEO Stephanie McCloud

www.bwc.ohio.gov 1-800-644-6292

10/31/2022 Date Mailed #BWNFVSQ

COLUMBUS CITY OF/RISK MANAGEMENT 77 N FRONT ST STE 160 COLUMBUS OH 43215-1895

#### IMPORTANT DOCUMENT: REMOVE AND POST





# Appendix F

## Delinquent Personal Property Tax Affidavit

rranklin County Board of Commissioners



This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as part of The Franklin County Department of Job and Family Services Purchase of Service Subaward/Contract Agreement with <u>City of Columbus, the Office of CelebrateOne</u>

State of Ohio:

 $\nabla$ 

County of Franklin, ss:

<u>Christopher Long</u>, being first duly sworn, deposes and says that he/ (Name)

she is the <u>Deputy Finance Director</u> of <u>Department of Finance</u> (Title)

(the "Subrecipient/Vendor") and as the Subrecipient/Vendor's duly authorized representative states that as of <u>October 4</u>, 2023:

The Subrecipient/Vendor is not charged with delinquent property taxes on the general list of personal property in Franklin County, Ohio or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio. <u>Please Note: (The City of Columbus is a tax exempt governmental entity)</u>

The Subrecipient/Vendor is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

County	<u>Amount:</u> (include to	otal amount and any penalties and	interest thereon)
Franklin	\$		
	<u>\$</u>		
	\$		
(Affiant)			
Sworn to and subscribed this	17th	day of October	, 20 <u>23</u> .
Sanyetta L. Sr Notary Public, State Commission # 2022-1	e of Ohio	Janyetta L. Amite (Notary Public)	
Section 64,2022 O.R.C. (Seal)			, 20 27

# Appendix G

# Conflict of Interest Compliance Certification and Disclosure



#### **Conflict of Interest Disclosure Form**

Name:	Danielle P. Tong
Company:	CelebrateOne
Position in com	pany:Executive Director
	e below any and all relationships and/or connections you have to any FCDJFS employee(s) that could uld be viewed as potentially contributing, to a conflict of interest:
X	I have no conflict of interest or potential conflict of interest, to report
	I have the following conflict of interest or potential conflict of interest, to report (please identify the individual[s] with whom you have, or may have, a personal, familial, or business relationship, or to whom you are otherwise connected):
	1
	2.
	3

I hereby certify that the information set forth above is true and complete to the best of my knowledge, and that I have reviewed, and agree to abide by, the Conflict of Interest and Ethics Compliance Certification and Disclosure provisions contained in the RFP.

) cmilled tang

(Signature)

10/3/23 (Date) DocuSign Envelope ID: 53E3C047-CA22-46FB-8284-FE85E15F2729

# Appendix H

## SAM – Excluded Entity Record Search Results

### Exclusion Search Results 0 Total Results

Keyword (ALL) Status
"City of Columbus Office of The Mayor" Active

# Appendix I

# Auditor of State— Unresolved Findings for Recovery Certified Search Results

<b>O Records found <i>criteria:</i> Name Search:</b> City of Columbus Office of The Mayor, <b>Entity Search:</b> -, <b>Month:</b> -, <b>Year:</b> -,							
Status: Unresolved							
Name	Government Entity	Amount	Date Certified	Resolved			
There are no items to display							
Back to Search (http://ffr.ohioauditor.gov/)							

# Appendix J

Certificate of Continued Existence or Certificate of Good Standing from the Ohio Secretary of State N/A