



OHIO DEPARTMENT OF CHILDREN AND YOUTH
CHOOSE LIFE FUND APPLICATION AND AGREEMENT

This Choose Life Fund Application (“Application”) is due by June 7, 2024. Applicant (“Organization”) must use this form to apply for State Fiscal Year (SFY) 2025 (July 1, 2024, to June 30, 2025) Choose Life Funds. It is important to completely fill in the requested information and include all other required documentation with the Application to the Ohio Department of Children and Youth (“DCY”). The Application will only be considered when all required documents and information have been provided by the deadline. A fully executed Application shall serve as the funding Agreement between DCY and the Organization (the “Parties”).

I. **DCY and Organization Information.** (Insert entity information below.)

Organization Name	
OAKS Supplier Number & Address Code	
Federal Tax ID Number	
Street Address	
City, State, ZIP Code	
County of Location Providing Services (Entity must be physically present in the county to apply for funding; only one Application per location.)	
Address to Which DCY Should Direct Payment	
County(ies) of Service This location serves women from the following county(ies)	
Name and Title of Person Completing Application	
Area Code/Phone Number	
Email	



II. Amount of Award: The total amount payable under this Agreement shall not exceed \$_____ in State Fiscal Year 2025. Exhibit 1, Funds Awarded by County provides the itemized award, and is incorporated into this Agreement by reference.

III. Funding available in contiguous and non-contiguous counties: Organizations may apply for Choose Life Funds that may be available in contiguous and non-contiguous counties. The Organization must certify, by signing the Application, that it provides services to pregnant women residing in those county(ies) that are listed in Section I of this Application.

An Organization also may apply for funding in a county in which it is not located if it demonstrates that it provides services for pregnant women residing in that county.

IV. Funding distribution: The DCY Director shall ensure that any funds allocated for a county are distributed equally among eligible Organizations that apply for funding within the county and shall distribute funds allocated for a county as follows:

A. To one or more eligible Organizations located within the county (entity must be physically present in the county to apply for funding).

B. If no eligible Organization located within the county applies for funding, to one or more eligible Organizations located in contiguous counties (entity must be physically present in the contiguous county to apply for funding).

C. If no eligible Organization located within the county or a contiguous county applies for funding, to one or more eligible Organizations within any other county (entity must be physically present in the county to apply for funding).

V. For Currently Funded Choose Life Organizations: By June 7, 2024, the following (A and B) is required with this Application:

A. One (1) of the following three forms of reporting for the previous year, June 1, 2023, to May 31, 2024 ("Acceptable Form of Reporting"), which must be attached to this Application:

1. An Audited Financial Statement. An audited financial statement is required if Organization traditionally has an audited financial statement that is available at the time of application. The audited financial statement must be prepared by an independent certified public accountant (CPA). Statements must verify that the Choose Life funds were used as follows:

a) *Not more than 60% of the funds were used for the material needs of pregnant women who are planning to place their children for adoption or for infants awaiting placement with adoptive parents. This includes clothing, housing, medical care, food, utilities, and transportation.*

b) *Not more than 40% of the funds were used for counseling, training, or advertising.*



- c) *No funds were used for administrative expenses, legal expenses, or capital expenditures.*
2. Notarized Financial Statement. A notarized financial statement may be used if the Organization does not traditionally have an audited financial statement and if developing one would create a hardship. The notarized statement must verify that the Choose Life Funds were used as follows:
- a) *Not more than 60% of the funds were used for the material needs of pregnant women who are planning to place their children for adoption or for infants awaiting placement with adoptive parents. This includes clothing, housing, medical care, food, utilities, and transportation.*
- b) *Not more than 40% of the funds were used for counseling, training, or advertising.*
- c) *No funds were used for administrative expenses, legal expenses, or capital expenditures.*
3. Expenditure Tracking Form. This form of reporting may be used if Organization does not traditionally have an audited financial statement and a financial statement is not available at the time of application. This form may be found on the Ohio Department of Health website or is available upon request.
- B. Update Supplier Information Online. If Organization has any changes to the information requested in Section I of the Application, it must update its account on the OAKS Supplier module. To update supplier account online at the OAKS Supplier self-registration module, visit <https://supplier.ohio.gov/>.

Assistance in completing supplier information can be obtained directly from the Ohio Shared Services Contact Center at ohiosharedservices@ohio.gov or 1-877-644-6771, Monday-Friday 8 a.m.-5 p.m. ET.

VI. For New Choose Life Organization Applicants: By June 7, 2024, the following (A and B) is required with this Application:

- A. Organization must register online using the OAKS Supplier Self-Registration module at <https://supplier.ohio.gov/>.
- B. Complete one (1) original, signed W-9 form per Organization. If your Organization has multiple locations, please choose the location where you would prefer a check to be mailed (*required*).

Additionally, any Organization may opt for electronic deposit by completing the *Authorization Agreement for Direct Deposit of EFT Payments form* (*optional*). Organizations may obtain this form by contacting the Ohio Shared Services Contact Center at ohiosharedservices@ohio.gov or 1-877-644-6771, Monday-Friday 8 a.m.-5 p.m. ET.

VII. By June 1, 2025, all Organizations shall submit to DCY one of the three forms of reporting from Section IV.A., above, verifying compliance with the rules regarding the use of funds received during the year (June 1, 2024 – May 30, 2025).



VIII. No later than July 1, 2025, each Organization shall return to DCY any unused money that exceeds 10% of the money distributed to the Organization during the year (June 1, 2024-May 30, 2025).

IX. General Terms and Conditions:

A. Term. The funding Agreement will become effective upon execution by Organization and shall remain in effect until the parties' obligations are complete, or this Agreement is otherwise terminated by DCY.

B. Certification Of Funds/Purchase Order Requirements. None of the duties or obligations in this Agreement are binding on DCY, and the Organization will not begin performance on this Agreement, until all of the following conditions are met:

1. All statutory provisions under the Ohio Revised Code have been met.
2. All necessary funds are made available DCY.
3. If required, the Controlling Board of Ohio has approved the purchase in accordance with Section 127.16 of the Ohio Revised Code.
4. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from DCY, which is certification that the above requirements have been met.

C. Invoice Requirements. The Organization must submit an original invoice to the office designated in the purchase order. To be a proper invoice, the invoice must include the following:

1. The purchase order number authorizing the delivery of supplies or services;
2. DCY Agreement Number (if applicable);
3. Agency Name;
4. Agency Billing Address;
5. Delivery location of supplies or services;
6. Organization Name;
7. Organization Address;
8. Organization's Unique Invoice Number;
9. Date that services were provided or that supplies were delivered; and
10. Clear statement of total payment expected.

D. Compliance With Law. The Organization must comply throughout the duration of the Agreement with all applicable federal, state, local laws and Executive Orders while performing under this Agreement.

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

F. Severability. If any provision of the Agreement or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.



G. Organization's Warranty Against An Unresolved Finding For Recovery. The Organization warrants that the Organization is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*, and the Organization shall immediately repay any funds paid under this Agreement.

H. Debarment. Organization represents and warrants that neither it nor any of its subcontractors are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Agreement is void *ab initio*, and the Organization shall immediately repay any funds paid under this Agreement.

I. Audits. The Organization must keep all financial records related to this Agreement in a manner consistent with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles. Additionally, the Organization must keep separate business records for this Agreement, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Organization agrees to provide DCY, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Organization involving transactions related to this Agreement.

The Organization must provide access to the requested records at the location specified by DCY no later than five (5) business days after the request by DCY, DCY's designee or any party with audit rights. If an audit reveals any material deviation from the Agreement requirements, any misrepresentations, or overcharge to DCY or any other provider of funds for the Agreement, DCY or other party will be entitled to recover damages as well as the cost of the audit.

J. Liability Requirements. Each party agrees, to the extent permissible by law, to be responsible for any liability, suits, losses, judgements, damages, or other demands brought as a result of their own respective negligent actions or omissions in the performance of this Agreement.

K. Appropriation Of Funds. DCY's funds are contingent upon the availability of lawful appropriations. If the Ohio General Assembly or any third party providing funding fails at any time to continue funding for the payments or any other obligations due by DCY under this Agreement, DCY will be released from its obligations on the date funding expires. If appropriations are approved, DCY may continue this Agreement past the current biennium by issuing written notice of continuation to the Organization. Any obligations of DCY are subject to Section 126.07 of the Ohio Revised Code.



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

M. Binding Effect. Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of DCY and the Organization.

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

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

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

O. Order Of Priority. Unless otherwise stated in this Agreement, the terms and conditions of this Agreement will take precedence over the attached exhibits or any other terms and conditions or documents referenced or incorporated by reference in this Agreement.

P. Survivorship. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages shall survive the termination of this Agreement. In addition, to the extent necessary to carry out the purpose of this Agreement, all other terms, conditions, representations or warranties contained in this Agreement will survive the expiration or termination of this Agreement.

Q. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

R. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Organization and DCY and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by DCY and Organization.



- X. **By submitting the Application to DCY, the Organization agrees to adhere to the statutory requirements for activities and use of funds as outlined in Ohio Revised Code 3701.65 and rules under Ohio Administrative Code 3701-74-01.**

I certify that the Organization:

1. Meets the requirements in ORC 3701.65 and OAC 3701-74-01.
2. Is a private, nonprofit organization.
3. Is committed to counseling pregnant women about the option of adoption.
4. Provides services, including counseling and meeting material needs, in Ohio to pregnant women who are planning to place their children for adoption.
5. Does not charge pregnant women for any services.
6. Is not involved or associated with any abortion activities, including counseling for or referrals to abortion clinics, providing medical abortion-related procedures, or engaging in pro-abortion advertising.
7. Does not discriminate, in its provision of any service, on the basis of race, religion, color, marital status, national origin, disability, gender, or age.

By my signature, I certify that I have the authority to act on behalf of the above-named Organization and that the information provided in this Application is true and accurate to my knowledge and belief. Further, by my signature, I acknowledge that I understand, and Organization agrees that in accepting Choose Life Funds, Organization must comply with the terms and conditions of ORC 3701.65 and as set forth in this Agreement or risk the forfeiture of and be obliged to return said Choose Life Funds in the event Organization does not conduct itself in the manner prescribed above.

Date

Signature of Person Completing Application

[Print Name]



Application must be signed and returned along with required documentation via email to Melissa Kuhn, Melissa.Kuhn@childrenandyouth.ohio.gov.

Contact Melissa Kuhn with questions, at Melissa.Kuhn@childrenandyouth.ohio.gov or 614-466-1349.

IN WITNESS WHEREOF, DCY has approved the Application and has executed this funding Agreement as of the day and year last written below.

Kara B. Wentz, Director
Ohio Department of Children and Youth

Date