

**MODIFICATION #1
OF
CONTRACT NO. PO437580**

The Modification of Contract No. PO437580 made and entered into on March 25, 2024 by and between the City of Columbus, acting through its Board of Health (hereinafter referred to as the BOARD) and Mental Health America of Ohio, (hereinafter referred to as the CONTRACTOR), is made and entered into on March 11, 2025 pursuant to Ordinance No. 0454-2025 authorized by Columbus City Council March 10, 2025.

WITNESSETH:

WHEREAS, the BOARD has a need to revise by extending the contract term for PO437580; and

NOW, THEREFORE, the parties to this Agreement hereto mutually agree that ARTICLE I, Contract Term is hereby amended as follows:

ARTICLE I. Contract Term

The term of this Contract shall be from April 1, 2024 and extended through March 31, 2026.

All other provisions of Contract No. PO437580 between the parties remain in effect except as necessarily modified by this Contract.

CONTRACTOR

Signed by:
By: Tonya S Pulwider 3/18/2025
Date

Federal I.D. No/UEI. 31-4412697

THE COLUMBUS BOARD OF HEALTH

Signed by:
By: MWR by Anita Clark 3/19/2025
Mysheika W. Roberts, M.D., M.P.H. Date
Health Commissioner

Signed by:
By: Shayne Downton 3/19/2025
Board of Health
Shayne Downton

Initial
SH

3/18/2025



NOT-FOR-PROFIT CONTRACT
FOR SERVICES OVER \$50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for fiscal agent services is entered into by and between Mental Health America of Ohio (herein referred to as "Contractor"), and the City of Columbus, Department of Public Health (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for fiscal agent services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 0509-2024, passed by Columbus City Council on March 18, 2024; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from April 1, 2024 to March 31, 2025. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$100,000.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

Diana Azaryan will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City: Diana Azaryan
Columbus Public Health
240 Parsons Ave
Columbus, Ohio 43215

Contractor: Jen Van Camp
MHA of Ohio
2323 West 5th Ave, Suite 160
Columbus, Ohio 43204

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys’ fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person	\$500,000
Each Accident	\$1,000,000

Property Damage Liability:

Each Accident	\$500,000
All Accidents	\$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

DocuSigned by:
MWR by Anita Clark 3/25/2024
5631545F188F46E...
Signature Date

Mysheika W. Roberts, MD, MPH
Health Commissioner, Columbus Public Health
Federal Tax ID Number: 316400223

CONTRACTOR

Tonya Fulwider March 20, 2024
Signature Date

Tonya Fulwider, Executive Director
Printed Name and Title
Federal ID Number: 31-4412697

BOARD OF HEALTH

DocuSigned by:
Andrew E. Boy 3/25/2024
B300FD37AF1447B...
Board of Health Date

Please list remit address below:

Mental Health America of Ohio
2323 W 5th Ave., Suite 160
Columbus OH 43204

EXHIBIT A**Scope of Services****I. Purpose of Contract**

Columbus Public Health (CPH) One Block At A Time (OBAT) program is a microcommunity intervention aimed at increasing the health and wellness of one block in the Linden area. CPH OBAT requires a fiscal agent for this program due to the nature of interventions, including meeting emergent needs for residents, purchasing and providing items and food for block events, supporting home repairs and physical improvements, gift cards, and other program incidentals. This agreement will outline terms of a partnership with Mental Health America of Ohio (MHAOhio) to provide purchasing of program incidentals.

II. Contract Term - UPDATED

This agreement will become effective on April 1, 2024 through March 31, 2026 and will remain effective until written notice is provided to terminate from either party per contract language.

III. Responsibilities

MHAOhio will provide the following services for funding not to exceed \$100,000.

- A. Complete purchases for OBAT program interventions, including emergent resident needs, items and food for block events, home repairs and physical improvements, gift cards, and other program incidentals.
 - a. CPH will provide MHAOhio with information on how to complete the purchase in the most efficient manner (ex. Website link for credit card purchase, phone number to complete purchase over the phone, etc.)
 - b. CPH will give MHAOhio sufficient notice when requesting a purchase be completed. There will be situations in which quick turnaround is needed based on resident needs.
 - c. CPH will limit MHAOhio driving to complete purchases as much as possible. On the occasion this does occur, mileage should be taken from the existing administrative fees paid each month.
 - d. The delivery of the purchased items will be through the merchant's shipping and handling. MHAOhio will assist with communication between CPH and Vendor if needing to make a return for an item.
- B. MHAOhio's dedicated contact person for Resilience Organizer program will designated by MHAOhio with all contact details shared accordingly.
- C. MHAOhio will bill CPH for service charges to administer funds on a monthly basis.
 - a. A monthly flat fee of \$500/month will be billed to CPH for a total maximum fee of \$6,000 for the year which will not be refunded for administrative costs.
 - b. After the monthly set fee is collected, the administrative costs will not exceed 7% of the entire amount of the funding depending on what funding was actually used and this reconciliation process will take place at the end of the year.
 - c. Invoices will be emailed to CPH program manager for review and approval.
 - i. All Invoices should be emailed to Daniel Kinney at DWKinney@columbus.gov
 - d. All Invoices for the previous month should be received by CPH by the 5th of the following month.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

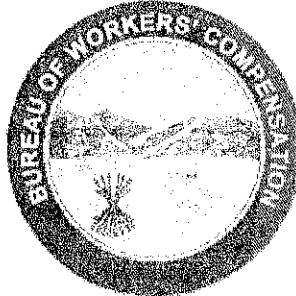
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00299249

Period Specified Below
07/01/2024 to 07/01/2025

MENTAL HEALTH AMERICA Of Ohio
2323 W 5TH AVE STE 160
COLUMBUS OH 43204-4988



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GAD Insurance, LLC 1349 W Lane Avenue Ste 1000B Columbus OH 43221	CONTACT NAME: Donita Murray PHONE (A/C, No, Ext): (614) 221-1500 FAX (A/C, No): (614) 221-1580 E-MAIL ADDRESS: dmurray@gadinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Transportation Insurance Company	
INSURER B: Old Republic Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL24101130157 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			1030945490	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY			1030945490	10/28/2024	10/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1030945490	10/28/2024	10/28/2025	PER STATUTE ☐ OTH-ER ☒
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Directors & Officers Insurance Prior Litigation Date: 5/1/2007			ALT12105386	05/01/2024	05/01/2025	Limit of Liability 1,000,000 Retention 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This document neither affirmatively nor negatively amends, extends, or alters the terms of or the coverage afforded by policy referenced herein.

Project: One Block at a Time

CERTIFICATE HOLDER

Columbus Public Health 240 Parsons Avenue Columbus OH 43215	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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