

**FIRST AMENDMENT AGREEMENT  
BY AND BETWEEN  
FRANKLIN COUNTY BOARD OF HEALTH  
AND  
COLUMBUS PUBLIC HEALTH (CPH)**

This First Amendment (hereinafter "Amendment #1") is entered into this 9<sup>th</sup> day of May 2023, by and between Franklin County Board of Health (the "Board"), on behalf of Franklin County Public Health ("FCP") and Columbus Public Health, (the "Contractor").

**RECITALS**

**WHEREAS**, the Contractor and FCPH entered into an Agreement (hereinafter "Agreement") on May 10, 2022 under the Resolution No. 22-073, with the purpose of contracting with local agencies in support of grant deliverables for the Department of Health and Human Services (HHS), Office of Minority Health (OMH), and Advancing Health Literacy (AHL) to enhance equitable community response to COVID-19; and

**WHEREAS**, The Board and Contractor wish to amend the Agreement to enter into a one year project extension with CPH under the Resolution No. 23-072 to incorporate the following terms and conditions;

**NOW THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, the Board and Subrecipient hereby agree as follows:

- 1) The language in Section 1 Pricing and Delivery of Services of the Contract shall be amended as follows:
  - a. The not to exceed amount of, "\$123,171.00 (one hundred twenty-three thousand one hundred seventy-one dollars) shall be deleted in its entirety and replaced with, "Two Hundred Eighty Thousand and Four Hundred Twenty-One Dollars and Zero Cents (\$280,421.00)."
  - b. Vendor may submit invoice for \$26,000 (Attachment A, Scope of Work, Deliverable 16) upon execution of the amended contract.
- 2) Section 2 shall be amended to extend the term of the contract. The new expiration date of the Contract shall be June 30, 2024. This extension shall be continuous from the original expiration date, without interruption, regardless of the effective date of this Amendment
- 3) Attachment A, Scope of Work, is hereby amended as follows:

Columbus Public Health (CPH) will continue to enhance equitable community response to COVID-19 responses.

1. Contractor shall assign, train, and oversee key staff to implement the activities noted below.  
Staff members funded through March 31, 2023 include, but are not limited to:
  - a. Site project co-investigator
  - b. Public health program manager-health literacy champion
  - c. Public health program manager-health literacy champion

***Responsibilities under terms 2-14 will be completed by June 30, 2023 by Columbus Public Health***

2. Contractor will provide monthly reports as well as a cumulative mid-year and end of year final reports to FCPH as outlined in APPENDIX B (Compensation)

3. Contractor will host and lead monthly meetings of the Columbus Health Literacy Committee, to engage and solicit committee member feedback and gain organization participation in the health literacy project.
4. Contractor will participate as a member of the Partner Advisory Committee (PAC) meeting quarter1y and will serve as the project health literacy community advisory group.
5. Contractor will assist with crafting public health messaging related to case investigation, testing, and vaccinations.
6. Contractor will assist with recruiting health organizations for participation in organizational health literacy best practices.
7. Contractor will coordinate and serve as the project liaison between Franklin County adult hospital systems and Federally Qualified Health Centers (FQHCs)
8. Contractor will provide organizational input and feedback on messaging and materials developed and/or distributed through this project.
9. Contractor will identify and facilitate communication with community members to provide input and feedback on messaging and materials developed and/or distributed thro1.Jgh this project
10. Contractor will assist in identifying locales and methods for, and actual distribution/dissemination of messaging and materials developed through this project.
11. Contractor will provide ten (10) Health Literacy Introductory trainings billable at \$250.00 per training.
12. Contractor will provide ten (10) Health Literacy Train the Trainer trainings billable at \$750 per training.
13. Contractor will provide ten (10) Cultural Competence trainings focusing on racial and ethnic minority populations, billable at \$500 per training.
14. Contractor will provide ten (10) Cultural and Linguistically Appropriate Services trainings, billable at \$500 per training.

***Amendment to extend scope of work will begin July 1st, 2023 and end June 30, 2024 with Columbus Public Health responsible for the following:***

15. Contractor will provide three (3) recorded Cultural Competency and Cultural and Linguistically Appropriate Services, billable at \$1,000 per training.
  16. Contractor will plan and execute a minimum of two (2) Health Literacy events billable for a total of \$26,000.
- 4) Attachment B, Compensation, is hereby amended as follows:

1. To show proof of progress and qualify for payment. Contractor will submit reports to the Project Coordinator. Javonte Barnes (javontebarnes@franklincountyohio.gov), as scheduled: Reports should contain a brief narrative highlighting:

Name of Report	Due Date
Monthly Programmatic Report	Last calendar day of each month
Cumulative Mid-Year Report	January 15, 2024
Cumulative End of Year Report	July 15, 2024

Reports should contain a brief narrative highlighting:

- Activities started/completed
  - Successes
  - Barriers
  - Requested workplan changes
  - Assistance needed from FCPH
2. Payment: Invoices can also be submitted via email to Project Supervisor. Invoices should be submitted on your agency's letter head and contain the following:
    - Name and address of the Contractor
    - Billing period
    - Customer service telephone number
    - Itemized list of services provided
    - Supporting documents outlined in work plan, including but not limited to accounting for receipts and expenditures, cash management, and all other relevant financial records
  2. Contractor will not utilize funding for any unallowable costs.
 

Unallowable Costs: Funds may not be used for the following:

    - To advance political or religious points of view or for fund raising or lobbying;
    - To disseminate factually incorrect or deceitful information;
    - Consulting fees for salaried program personnel to perform activities related to grant objectives;
    - Bad debts of any kind;
    - Contributions to a contingency fund;
    - Entertainment;
    - Fines and penalties;
    - Membership fees - unless related to the program and approved by
    - ODH;
    - Interest or other financial payments (including but not limited to bank fees);
    - Contributions made by program personnel;
    - Costs to rent equipment or space owned by the funded agency;
    - Inpatient services;

- The purchase or improvement of land; the purchase, construction, or permanent improvement of any building;
- Satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
- Payments to any person for influencing or attempting to influence members of Congress or the Ohio General Assembly in connection with awarding of grants;
- Travel and meals over the current state rates (see OBM website: <http://obm.ohio.gov/MiscPages/Memos/default.aspx> for the most recent Mileage Reimbursement memo.)
- Contracts for compensation with advisory board members;
- Payments to any person for influencing or attempting to influence members of Congress or the Ohio General Assembly in connection with awarding of grants;
- Office Furniture (including but not limited to desks, chairs, file cabinets) unless otherwise stated;
- Research;
- Publicity and propaganda (lobbying);
- To fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the funding statute;
- Vehicle purchases; and
- Direct payments to individuals in the form of cash or check.

The Board and Subrecipient hereby acknowledge their understanding of the mutual promises contained herein by executing and delivering this Amendment as of the date set forth above.

Franklin County Board of Health

Columbus Public Health

\_\_\_\_\_  
Joe Mazzola, Health Commissioner

\_\_\_\_\_  
Mysheika Roberts, Health Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

By: \_\_\_\_\_  
Assistant Prosecuting Attorney