

CONTRACT

FOR SERVICES UNDER \$50,000

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

This Contract for Healthy Start Project evaluation services is entered into by and between Decision Support Services Inc. (herein referred to as "Contractor"), and the City of Columbus, Department of Health (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for Healthy Start project evaluation services; and

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

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

ENTIRE AGREEMENT

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 4/01/2025 to 3/31/2026. 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 \$20,000.00 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 Any and all verbal representations are superseded by this Contract.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**

Valerie Eldridge, Project Director 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:

(List names and addresses of City and Contractor contact persons below.)

Valerie Eldridge, Healthy Start Project Director, 240 Parsons Avenue, Columbus, Ohio 43215

Phyllis Panzano, PhD, President, Decision Support Services, Inc., 110 Emerald Ave, Cape May, NJ 08204

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 labor commission include 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:

4/18/2025

MWR by Anita Clark

0001043F 1000F40E
Mysheika W. Roberts, MD, MPH Date
Health Commissioner, Columbus Public Health
Federal Tax ID Number: 316400223

CONTRACTOR

Phyllis C. Panzano 4-14-25

Please list remit address below:

Signature

Date

Phyllis C. Panzano, President
Printed Name and Title

Federal ID Number: 31-1414027

SCOPE OF SERVICES

CONTRACTOR'S RESPONSIBILITIES:

1. Contractor will continue to contribute to the design, development, testing, and modification or refinement of data systems and applications that support: the achievement of Key Performance Indicators (KPI) for the grant, evaluation activities, and continuous quality improvement efforts. The contractor will:
 - a. Attend meetings, review documents, and provide information and feedback with regard to the Healthy Start client information and tracking system. The contractor's efforts will focus primarily on components of the system required to evaluate the effectiveness of the Healthy Start Home Visiting Model (e.g., "Home Visiting Summary" component) and factors that may moderate the effectiveness of the model (e.g., Risk Group).
 - b. Develop/refine an online assessment database for use by program partners and/or Community Action Network (CAN) members to support the reporting of DGIS scaled measures and evaluation (e.g., development, progress and functioning of the Healthy Start network of providers).
2. Contractor will carry out activities pertaining to the external evaluation of the Healthy Start program. The contractor will:
 - a. Compile and analyze program implementation and performance, using appropriate quantitative and qualitative methods.
 - b. Utilize quantitative methods (augmented by qualitative information) to assess the extent to which the Healthy Start program and Healthy Families America evidence-based home visiting models are implemented with fidelity, the impact of fidelity on the achievement of targeted outcomes, and to explore factors that may moderate relationships between fidelity and outcomes (e.g. provider, risk group).
 - c. Utilize quantitative methods (augmented by qualitative information) to assess the development and functioning of the CAN.
3. Contractor will support the efforts of Columbus Public Health (CPH) program leaders and members of the CAN to carry out quality improvement activities related to program implementation at the client level and the network/CAN level. More specifically, the contractor will provide information produced from analyses (see #2 above), as needed, by CPH program leaders and CAN members involved in CQI initiatives.
4. Contractor will attend key meetings related to the implementation and evaluation of the Healthy Start grant. The contractor will:
 - a. Participate in local meetings with CPH leadership, and/or partners
 - b. Attend MCHB/HS/HFA trainings, conferences, meetings and presentations, and travel to meetings if necessary
 - c. Attend and participate in Community Action Network (CAN) and CAN subcommittee meetings.
5. Contractor will support and/or carry-out a variety of dissemination activities such as: writing reports (e.g., drafting the external evaluation of the annual report), conducting presentations (e.g., at conferences and meetings), drafting manuscripts (e.g., for submission to academic journal when adequate data is available to meet expectations of peer-reviewed journals), and preparing copy for other forms of dissemination (e.g., newsletters, brochures).
6. Contractor will provide incentives for participation in CAN meetings of consumer representatives, not to exceed \$2,000.00/year.
7. Contractor will obtain permission from Columbus Public Health to publicize any printed materials or sponsored activities related to the Healthy Start program. The contractor will:
 - a. Include Columbus Public Health's/Contractor's logo on all such printed and sponsored activities.
 - b. Include HRSA language on all such printed and sponsored activities. Required HRSA language is "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with

nongovernmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.”

8. Contractor will provide services in a culturally and linguistically sensitive and inclusive manner.

9. Contractor will submit monthly invoices to CPH up to \$40,000 annually for services provided for the Healthy Start project. The contractor will:

a. Maintain complete record and other evidence pertaining to all expenditures incurred for the contracted services. Copies of such records shall be furnished if requested.

CPH’S RESPONSIBILITIES

1. CPH will maintain the Healthy Start grant in good standing with federal funders.

2. CPH will fund Decision Support Services, Inc. up to \$40,000 annually for the contract services provided to the Healthy Start program. a. CPH will pay monthly Contractor invoices for Healthy Start services within 45 days of receipt.

3. CPH will monitor and review program performance in relation to stated program goals and as required by HRSA Healthy Start.

4. CPH will provide guidance to the Contractor if requested or deemed necessary in regards to the Healthy Start program.

5. CPH will coordinate all logistics for the Community Action Network, quality improvement and other planning meetings.



**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
01153223

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

DECISION SUPPORT SERVICES INC
110 EMERALD AVE
WEST CAPE MAY NJ 08204-1230



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.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

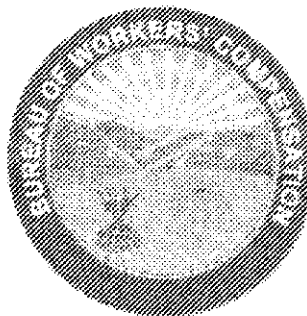
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WEST CAPE MAY NJ 08204-1230



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

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**Bureau of Workers'
Compensation**

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

0 Records found *criteria:* Name Search: DECISION Support Services ,
Entity Search: - , Month: - , Year: - , Status: Unresolved

Name	Government Entity	Amount	Date Certified	Resolved
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There are no items to display

Back to Search (<https://ffr.ohioauditor.gov/>)



Subaward Reporting is live on SAM.gov [Show Details](#)
Mar 8, 2025



[See All Alerts](#)

Entity Validation [Show Details](#)
Feb 4, 2025



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Search

All Words

e.g. 1606N020Q02

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Search Editor

☐ Any Words 

☒ All Words 

☐ Exact Phrase 

e.g. 1606N020Q02

"Decision support services"



Federal Organizations

Enter Code or Name



Status



**Fri Apr 18 2025**

Entity#: 877594
Filing Type: CORPORATION FOR PROFIT
Original Filing Date: 08/08/1994
Location: BLACKCLICK VLG.
Business Name: DECISION SUPPORT SERVICES, INC.

Status: Active
Exp. Date: -

Agent/Registrant Information

PHYLLIS C PANZANO
2600 DARLING RD
BLACKCLICK OH 43004
08/08/1994
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/FOR PROFIT	08/08/1994	4185_0501
DOMESTIC/AMENDMENT TO ARTICLES	05/01/1996	5510_1671

Prior Business Names

Prior Business Name	Effective Date
PCP AND ASSOCIATES, INC.	05/01/1996

Frank LaRose
Ohio Secretary of State

Fri Apr 18 2025

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

*I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list
of all records approved on this business entity and in the custody of the Secretary of State.*



*Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 18th of April, A.D. 2025*

Ohio Secretary of State

A handwritten signature in blue ink, reading "Frank LaRose".

VENDOR DETERMINATION FORM

Vendor Name: Decision Support Services

Grant Name and number: Healthy Start G502421

Contract Description: Evaluation Services

Contract Amount: 20,000.00 PO number: TBD

Section 1 – SUBRECIPIENT (FEDERAL FUNDS ONLY)

Description: A subaward is for the purpose of carrying out a portion of the city's Federal award and creates a Federal assistance relationship between the city and the outside entity. Outside entities that include one or more of these characteristics are responsible for adherence to applicable Federal program requirements specified in the Federal award.

Characteristics which support the classifications of the outside entity as a subrecipient include when the outside entity:

- ☐ **Determines who is eligible to receive what Federal assistance;**
- ☐ **Has its performance measured in relation to whether objectives of a Federal program were met; (example, CPH will rely on subrecipient's data to submit it's own data)**
- ☐ **Has responsibility for programmatic decision making;**
- ☐ **In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.**

For profit agency- Use standard contract, under/over 50K (over 50K must be legislated)

Not for profit agency-Use Subrecipient Agreement- Not For Profit Service Contract. Object class: 03/63920. Do not complete page 2.

Section 2 – BENEFICIARY (CARES/ARPA FUNDS) FISCAL MANAGER USE ONLY

Description: A benefit is granted for purpose of maintaining standard operations and may be used for operating costs including personnel, supplies, equipment, rent, etc. Characteristics indicative of a beneficiary relationship between the city and an outside entity are when the outside entity:

- ☐ **Is facing reduced revenues and difficulty maintaining standard operations;**
- ☐ **Requires assistance for operating costs including payroll, rent, supplies, etc;**
- ☐ **Provides goods or services that are ancillary to the operation of the Federal program.**
- ☐ **Is receiving funding from the American Recovery Plan Act**

Section 3 – CONTRACTOR

Description: A contract is for purpose of obtaining goods and services for the city's own use and creates a procurement relationship with the outside entity. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- ☒ **Provides the goods and services within normal business operations; providing a service NOT provided by the city agency**
- ☒ **Provides similar goods or services to many different purchasers;**
- ☒ **Normally operates in a competitive environment;**
- ☒ **Provides goods or services that are ancillary to the operation of the Federal program.**

For profit- Use standard service contract, under/over 50K (over 50K must be legislated)

Not for profit agency- Go to page 2 to determine template to use

FINAL DETERMINATION:

☐ **SUBRECIPIENT** ☐ **BENEFICIARY** ☒ **CONTRACTOR**

NOT FOR PROFIT AGENCIES

Section 1 – GRANT AGREEMENT

Description: When financial assistance to a non-for-profit that provides general operating support to accomplish a particular **public purpose**. Characteristics which support the classifications of the outside entity as a grant agreement include when the outside entity:

- ☐ The recipient is planning on doing the work anyway;
- ☐ The amount of funding is determined by the City, typically in a response to a request;
- ☐ Agreements that include advance payments
- ☐ Providing funds for the purpose of distributing all or a portion of funds to residents in the forms of stipends, incentives, vouchers or other direct payments.

All Not-For-Profit agreements **over \$5,000 must be legislated** and must use the Grant Agreement Template.

insurance/workers comp not required. Use Object Class 05 / 65026 (funds must be appropriated there)

Section 2 – NOT FOR PROFIT SERVICE CONTRACT

Description: Agreement for the delivery of services to the public, which are NOT currently preformed or provided by an existing city agency. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- ☐ Obligation from the not for profit to provide a service or product to the public;
- ☐ Work that is being done is provided solely on the result of being paid;
- ☐ Funding is calculated off of fair market;
- ☐ Organization will submit detailed invoices for services/products rendered.

Not for profit service contracts use the not-for-profit standard services contract. Over \$50K has to be legislated. Under \$50K does not have to be legislated. Insurance and Workers Comp are required. Use Object class 03/63920

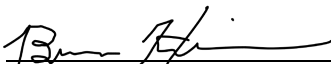
FINAL DETERMINATION:

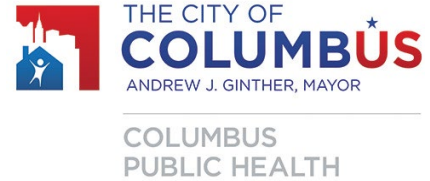
☐ Grant Agreement over \$5k ☐ Grant Agreement under \$5k ☐ Not-for-profit Service contract

Explanation of Determination if not clearly made by the criteria above:

FUNDING SOURCE OF CONTRACT

- ☐ CPH General fund
- ☐ Grant funded- State, private or local
- ☒ Grant funded- Federal -Query of findings from sam.gov and ohioauditor.gov attached

 _____ Employee Signature Signed by:	_____ 4/18/2025 Date
 _____ Supervisor Signature	_____ 4/18/2025 Date



To: City Attorney's Office
From: Mysheika W. Roberts, MD, MPH, Health Commissioner
Subject: Worker's Compensation Certificate and Commercial Liability Insurance Waiver
Date: 1/8/2025

To the City Attorney's Office:

Columbus Public Health has a need for the services referenced in the attached contract. This vendor does not have a Worker's Compensation Certificate nor commercial liability insurance as this vendor is serving as an Independent Contractor. Due to the small size of the contract and limited risk associated with the contract, I am asking that the Worker's Compensation Clause, Article 18, and Insurance, Article 19 in the standard City contract under \$50,000.00, be waived for this vendor. The services that this vendor will provide are deemed necessary for the betterment of the staff to continue their work with the public.

Sincerely,

DocuSigned by:

MWR by Anita Clark

5631545F188F46E...

Mysheika W. Roberts, MD, MPH
Health Commissioner

HEALTH COMMISSIONER
Mysheika W. Roberts, MD, MPH



COLUMBUS BOARD OF HEALTH
Board President, Ex-Officio | Mayor Andrew J. Ginther