

**AMENDMENT NO. 2 TO
AGREEMENT 84289**

This Amendment No.2 ("Amendment") is made and effective as of **February 8, 2022** to the agreement made and effective as of **December 1, 2021** and assigned the number **84289** ("Agreement") between the Fund for Public Health in New York, Inc. ("FPHNY") a nonprofit corporation having its principal office located at 22 Cortlandt Street, Suite 802, New York, New York 10007 and **Boro Park Jewish Community Council** ("Sub-Recipient"), having its principal office located at 1310 46th Street, Brooklyn, NY 11219. Any capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement.

WHEREAS, the Agreement provided for Sub-Recipient to increase access to Covid-19 prevention, treatment, and vaccination services, address Covid-19 risk factors, and build collective action to address racial disparities and resource needs throughout long term recovery (the "Project"), in furtherance of the purpose of the U.S. Department of Health and Human Services ("DHHS") Grant and, in particular, to support the work of FPHNY and DOHMH; and

WHEREAS, FPHNY, on behalf of DOHMH, and the Sub-Recipient, wish to modify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, FPHNY and Sub-Recipient hereby agree to amend the Agreement as follows:

- A. Appendix B to the Agreement (Budget) is replaced with the modified Appendix B-2 attached hereto.
- B. Section III.A of the agreement is amended so that the total maximum amount payable under this agreement is increased by \$75,238 and shall not exceed \$1,003,008.
- C. Except as amended hereby, the Agreement shall remain in full force and effect. In the event there is any inconsistency or conflict between the provisions in this Amendment and those in the Agreement, the provisions in this Amendment shall supersede and control with respect to the subject matter of this Amendment.
- D. All disputes arising out of this Amendment shall be interpreted and decided in accordance with the laws of the State of New York.
- E. This Amendment will not be binding or effective until executed by an authorized representative of FPHNY and Sub-Recipient.
- F. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and date first written above.

FUND FOR PUBLIC HEALTH IN NEW YORK, INC.

By: DF for Sara Gardner
Name: Sara W. Gardner, M.P.H.
Title: Executive Director

BORO PARK JEWISH COMMUNITY COUNCIL

By: Abraham M. Greenstein
Name: Abraham Greenstein
Title: Executive Director

APPENDIX B-2

Budget Detail, Payment Provisions, and Reporting Schedule

A. The Sub-Recipient will be paid for services rendered under this Agreement and reimbursed for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement, up to a maximum of **\$1,003,008**.

B. Allowable and Unallowable Costs

(1) FPHNY reserves the right to disallow costs for any expenditure, as determined by FPHNY to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, incurred outside of contract terms, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted. FPHNY shall make the final determination of whether a cost is allowable or unallowable under this Agreement. To be allowable under this Agreement, a cost must meet all of the following general criteria:

- Be necessary and reasonable for the performance of the project under this Agreement
- Be reasonable
- Conform to any limitations or exclusions set forth in this Agreement
- Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization
- Be determined and accounted in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented, as specified by FPHNY.

(2) The following types of expenses are specifically not allowable under this Agreement. FPHNY shall have the authority to make the final determination as to whether an expense is an allowable cost.

- Alcoholic beverages;
- Bad debts;
- Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
- Contingency provisions (funds) (Self-insurance reserves and pension funds are allowable);
- Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
- Deferred costs;
- Depreciation;
- Donations and contributions, including donated goods or space;
- Entertainment costs, other than expenses related to client incentives;
- Fines and penalties (including late fees);
- Fundraising and development costs;
- Goods or services for officers' or employees' personal use;
- Housing and personal living expenses for organization's officers or employees;
- Idle facilities and idle capacity;
- Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
- Lobbying or other expenses related to political activity;

- Losses on other agreements or casualty losses;
- Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
- Taxes, other than payroll and other personnel-related levies; or
- Travel outside of New York City.

C. Payment Advance

PAYMENT	REQUIRED DOCUMENTATION	DATE TO BE COMPLETED	PAYMENT AMOUNT
10% Contract Advance	Payment will be made upon submission of the following: <ol style="list-style-type: none"> 1. Signed contract 2. Payment Advance Request Form 3. Certificate of Insurance 4. EFT Enrollment Form 5. PIP #, <i>if applicable</i> 6. Fiscal Sponsorship Agreement, <i>if applicable</i> 	Payment will be made within 21 business days of submission of all required documentation.	Up to \$92,777

FPHNYC shall recoup the amount of the Advance by crediting twenty-five (25%) of all subsequent invoice payments until the Advance is repaid in full.

D. Expenditure Reporting

- (a) Sub-Recipient will be reimbursed for actual, eligible expenses incurred and paid as reflected in the approved Monthly Expenditure Reports.
- (b) Sub-Recipient must submit a monthly Expenditure Report as detailed below no later than 30 days following the end of after the end of each month within the term of this Agreement. The final report is due no later than 30 days after the contract end date.
- (c) Expenditure reports submitted to FPHNY must contain all information and supporting documentation as required, including:
 - Report Cover Page signed by an Authorized Official
 - Expenditure Report Form in PDF format
 - Expenditure Report Form in Excel format
 - All required supporting documentation as detailed by FPHNY
- (d) Completed expenditure reports, with supporting documentation, shall be submitted to:
 - Alexis McLauchlan
Fund for Public Health in New York, Inc.
amclauchlan@fphnyc.org

INVOICE NO.	PERIOD COVERED	INVOICE DUE DATE
Advance Payment Request Form	Payment Advance	Upon submission of signed contract and all required documentation
1	12/1/21 – 12/31/21	1/30/22
2	1/1/22 – 1/31/22	2/28/22
3	2/1/22 – 2/28/22	3/30/22
4	3/1/22 – 3/31/22	4/30/22
5	4/1/22 – 4/30/22	5/30/22
6	5/1/22 – 5/31/22	6/30/22
7	6/1/22 – 6/30/22	7/30/22

(e) Expenditure reports will be submitted according to the schedule below:

E. Budget and Budget Modifications

(a) The provisionally approved budget is shown in the table below. The Sub-Recipient will submit a detailed line-item budget for the full award amount within sixty (60) days of the project start for review and approval of FPHNY and DOHMH prior to the release of funds.

(b) Any budget revisions must be made in accordance with Section IV.C of the Agreement. All budget modifications requiring prior approval must be approved before changes can be implemented or expenses can be incurred under the changed lines. The Sub-Recipient submit all requests using the budget modification request form provided by FPHNY to

- Alexis McLauchlan
Fund for Public Health in New York, Inc.
amclauchlan@fphnyc.org

(c) The provisionally approved budget is shown below:

	Staffing (Salary)			Staffing (Hourly)			(OTPS)		Total	
	Annual Salary	%	Months	Rate	Hrs/Week	Weeks	S/Unit	Units		
PERSONAL EXPENSES (PS)										
Project Director/Miriam Hersko	\$ -	0%	0.00	\$ 50.00	31.00	30.00			\$ 46,500.00	
Assistant Director/ Rochel Leitner/Jungreis	\$ -	0%	0.00	\$ 25.00	24.08	4.00			\$ 2,408.00	
Assistant Director/ Rochel Leitner/Jungreis	\$ -	0%	0.00	\$ 28.00	31.25	26.00			\$ 22,750.00	
Community Health Worker Supervisor/ Shulem Borenstein	\$ -	0%	0.00	\$ 57.50	25.00	30.00			\$ 43,125.00	
Community Health Worker Supervisor/ Hadassah Waldman	\$ -	0%	0.00	\$ 55.00	30.50	30.00			\$ 50,325.00	
Community Health Worker/ Alex Schwartz	\$ -	0%	0.00	\$ 35.00	21.00	30.00			\$ 22,050.00	
Community Health Worker/Elana Gershenson	\$ -	0%	0.00	\$ 25.00	31.00	30.00			\$ 23,250.00	
Community Health Worker/ Rachel Nass	\$ -	0%	0.00	\$ 30.00	16.00	28.00			\$ 13,440.00	
Community Health Worker/ Miri Frankl	\$ -	0%	0.00	\$ 28.00	25.00	27.00			\$ 18,900.00	
Community Health Worker/ Raizy Ringle	\$ -	0%	0.00	\$ 27.00	33.00	30.00			\$ 26,730.00	
Community Health Worker/ Maka Wachs	\$ -	0%	0.00	\$ 25.00	32.00	30.00			\$ 24,000.00	
Community Health Worker/ Chaim Tuchinsky	\$ -	0%	0.00	\$ 80.00	15.00	30.00			\$ 36,000.00	
Community Health Worker/ Malka Millman	\$ -	0%	0.00	\$ 84.45	12.25	30.00			\$ 31,035.38	
Community Health Worker/Faigy Bochner	\$ -	0%	0.00	\$ 25.75	27.00	30.00			\$ 20,857.50	
Community Health Worker/Yehudis Bistritsky	\$ -	0%	0.00	\$ 25.00	16.00	30.00			\$ 12,000.00	
Community Health Worker/TBH	\$ -	0%	0.00	\$ 25.00	30.00	20.00			\$ 15,000.00	
Community Health Worker/TBH	\$ -	0%	0.00	\$ 25.00	30.00	20.00			\$ 15,000.00	
Program Assistant/ Yenty Schwartz	\$ -	0%	0.00	\$ 23.00	16.00	30.00			\$ 11,040.00	
Program Assistant/ Chany Cohen Eizekowitz	\$ -	0%	0.00	\$ 23.50	20.00	30.00			\$ 14,100.00	
Program Assistant/ Henry Loebenber	\$ -	0%	0.00	\$ 62.50	4.00	26.00			\$ 6,500.00	
Bookkeeper/ Mira Israel	\$ -	0%	0.00	\$ 56.65	10.00	30.00			\$ 16,995.00	
Administrative Assistant/ Joel Schwartz	\$ -	0%	0.00	\$ 66.00	20.00	30.00			\$ 39,600.00	
Subtotal Salaries									\$ 511,605.88	
Fringe	15%									\$ 78,195.00
OTHER THAN PERSONAL EXPENSES (OTPS)										
Contractual Services							\$ -	0.00	\$ -	
Sub Contract L'Refuah							\$ 1.00	31727.50	\$ 31,727.50	
Sub Contract COPO (Council of Peoples Organization)							\$ 1.00	31727.50	\$ 31,727.50	
Sub Contract YMYW							\$ 1.00	95182.50	\$ 95,182.50	
Travel							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Incentives							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Office Supplies							\$ -	0.00	\$ -	
Office Supplies							\$ 240.00	28.00	\$ 6,720.00	
Program Supplies							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
IT Supplies							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Training/Professional Development							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Please specify							\$ -	0.00	\$ -	
Other							\$ -	0.00	\$ -	
Printing							\$ 1,000.00	6.67	\$ 6,666.66	
Advertising							\$ 7,500.00	20.00	\$ 150,000.00	
Subtotal OTPS									\$ 322,024.16	
Subtotal Direct Costs									\$ 911,825.04	
Indirect	10%									\$ 91,182.50
TOTAL BUDGET									\$ 1,003,008	