

**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 Any and all verbal representations are superseded by this Contract.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 5<sup>th</sup> 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

**BOARD OF HEALTH**

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

**CONTRACTOR**

Tonya Fulwider March 20, 2024  
Signature Date

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

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

This agreement will become effective on April 1, 2024 through March 31, 2025 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 be 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 Diana Azaryan at [DIAzaryan@columbus.gov](mailto:DIAzaryan@columbus.gov)
  - d. All Invoices for the previous month should be received by CPH by the 5<sup>th</sup> of the following month.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
03/21/2024

**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).**

<b>PRODUCER</b> GAD Insurance, LLC 325 John H McConnell Blvd Ste 415 Columbus OH 43215	<b>CONTACT NAME:</b> Donita Murray <b>PHONE (A/C, No, Ext):</b> (614) 221-1500 <b>E-MAIL ADDRESS:</b> dmurray@gadinsurance.com <b>FAX (A/C, No):</b> (614) 221-1580
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Transportation Insurance Company	
<b>INSURER B:</b> Old Republic Insurance Company	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**                                  **CERTIFICATE NUMBER:** CL2311928423                                  **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1030945490	10/28/2023	10/28/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1030945490	10/28/2023	10/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1030945490	10/28/2023	10/28/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 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			ALT12103930	05/01/2023	05/01/2024	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.

<b>CERTIFICATE HOLDER</b>  Columbus Public Health 240 Parsons Avenue  Columbus OH 43215	<b>CANCELLATION</b>  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  
--	--