CONTRACT

FOR SERVICES UNDER \$50,000

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

This Contract for MAT Client prescription drug services is entered into by and between <u>Crosby's Drugs, Inc.</u> (herein referred to as "Contractor"), and the City of Columbus, Department of <u>Health</u> (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for MAT Client prescription drug 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 <u>January 1, 2024</u> to <u>December 31, 2024</u>. 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 \$13,121.41 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 Any and all verbal representations are superseded by this Contract.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

<u>Cindy Vesco</u> 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.) Cindy Vesco 240 Parson Ave Columbus, OH 43215 | cavesco@columbus.gov | (614) 645-6070

Sherrie Cohen-Merchant 2609 N High St Columbus, OH 43202 | scohen@crosbysdrugs.com | (614) 263-9424

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 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.

09/07/2021

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. <u>Survivorship</u>

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.

09/07/2021

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:

Property Damage Liability:

Each Person

\$500,000

Each Accident

\$500,000

Each Accident

\$1,000,000

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.

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

CITY OF COLUMDIC		
MUR by Anita Clark	4/22/2024	
Signature	Date	
Dr. Mysheika W. Roberts, Printed Name, Title and D Federal Tax ID Number: 31640	epartment	
CONTRACTOR		
Signature	Date 1/18/24	Please list remit address below:
Sherrie Chen- Printed Name and Title Federal ID Number: 3/	Merchant, Prasident 0996978	Croshy's Drugs The July North High Street Columbus Ohio 43202

CONTRACT SIGNATURE AFFIDAVIT (Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF:		
COUNTY OF:		
- F	, being duly sworn, deposes and says that l	ne/she is
of (Title) (Company Name)	, a Corporation, LLC, or LLP organized an	d existing under and by
virtue of the laws of the State of		
Cit Affiant further says that he/she is familiar with the records,	ty, State, Zip Code minute books and by-laws of	_
(Company Na	mester #1	100
Affiant further says that		_
For said Company by virtue of (State whether the provision of by-laws or a resolution of the B		0
Signature of Affiant**		
** AFFIANT MUST BE SOMEONE OTHER	R THAN THE INDIVIDUAL SIGNING THE CONTR	ACT.**
Sworn to before me and subscribed in my presence this	day of	_20
Notary Public		
My Commission Expires:		

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09/07/2021

EXHIBIT A - SCOPE OF SERVICES:

1. Contractor Responsibilities

The CONTRACTOR shall provide clients identified and certified as uninsured and receiving services from Columbus Public Health (CPH) Alcohol and Drug Services (ADS) Medication Assisted Treatment (MAT) program, buprenorphine in accordance with their prescription.

- A. The Contractor shall provide Suboxone and or generic equivalent in the form of films in accordance with the prescribed dosage, to clients identified as being uninsured and eligible for MAT by the CPH, ADS, MAT program.
- B. The Contractor shall inform the CPH, ADS, and MAT program staff of any changes relative to medications being on back order or delayed.
- C. The Contractor shall create a form to be used by ADS, MAT program staff notifying the Vendor of new and discharged clients.
- D. The Contractor shall provide CPH, Fiscal a monthly invoice listing all clients served during the 30 day period of time.
- E. The Contractor shall invoice CPH, Fiscal every 30 days.
- F. The Contractor shall provide a primary contact to be a resource for all communication.

SCOPE OF SERVICES

2. Columbus Public Health Responsibilities

- A. CPH shall reimburse the Vendor for medications rendered to uninsured clients upon receipt of an invoice every 30 days, not to exceed the cumulative purchase order amount.
- B. CPH, ADS, staff shall provide the Vendor with all identifying information needed to process a monthly invoice.
- C. CPH shall provide one Purchase Order to provide payment for Suboxone to uninsured clients enrolled in the ADS MAT program.
- D. CPH ADS MAT program shall require that all uninsured clients receiving Suboxone from the Vendor sign a release of information allowing CPH and the Vendor to communicate regarding the client's initiation of services and discharge from the MAT program.
- E. COH, ADS, MAT program staff shall be responsible for notifying the Vendor of all new uninsured clients admitted into the MAT program who are prescribed Suboxone and those clients who are discharged from the MAT program.
- F. CPH, ADS, MAT program staff shall notify the Vendor of any uninsured client receiving Suboxone who diverts medication and/or is misusing other substances.
- G. CPH, ADS, MAT program staff shall be responsible for faxing over prescriptions to the Vendor.

H. CPH will provide bus passes for uninsured clients needing Suboxone to a Vendor location in an easily accessible area for clients, on a bus line.



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 01067015

CROSBY'S DRUGS INC, 2609 N HIGH ST COLUMBUS OH 43202-2555

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2023 to 07/01/2024

for Love

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.

4CORD

CERTIFICATE OF LIABILITY INSURANCE

CUSTOMER NUMBER: 0006574401

DATE (MM/DD/YYYY) 05/16/2023

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 PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 W	CONTACT NAME: PHONE (A/C, No. Ext): 800-247-5930 FAX (A/C, No): E-MAIL ADDRESS:		Section of the sectio
	INSURER(S) AFFORDING COVERAGE NAIC		
	INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY	13714	1000
CROSBYS DRUGS INC CROSBYS DRUGS 2609 N HIGH ST	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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.

NSR		TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	ITS	
Α	X	COMMERCIAL GENERAL LIABILITY		BOP 0085469 17	07/01/2023	07/01/2024	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
							MED EXP (Any one person)	\$	5,000
	637						PERSONAL & ADV INJURY	\$	Included
	1-25	L'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	3,000,000
	X	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER					WATER LEGAL LIABILITY	\$	50,000
Α	AUT	OMOBILE LIABILITY		CAM 0003162 01	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	500,000
		ANY AUTO					BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	s	
		AUTOS GIVET					(Fer accident)	\$	
А	X	UMBRELLA LIAB X OCCUR		UCL 0085469 17	07/01/2023	07/01/2024	EACH OCCURRENCE	\$	3,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	s	3,000,000
		DED X RETENTION \$ 10,000						\$	
		RKERS COMPENSATION AND					PER OTH- STATUTE ER		
	OFFICER/MEMBER EXCLUDED?		N/A					S	
							E.L. DISEASE-EA EMPLOYEE	\$	
DESCRIPTION		s, describe under CRIPTIONS OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
Α	PHARMACY SERVICES PROFESSIONAL LIABILITY - CLAIMS MADE		PSP 0161583 00	07/01/2023	07/01/2024	PER OCCURRENCE	\$	1,000,000	
				Retro Date 07/01/2023			AGGREGATE	\$	3,000,000
							RX PRODUCTS		Included

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

See Remarks for Additional Named Insureds

See Remarks for Location Schedule

See Individual Policy Declarations for more information

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CANCELLATION

FOR EVIDENCE ONLY

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

GAIL T. WOLFE, CISR, API

CUSTOMER NUMBER: 0006574401

LOC #:



ADDITIONAL REMARKS SCHEDULE

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POLICY NUMBER BOP 0085469 17		NAMED INSURED CROSBYS DRUGS INC CROSBYS DRUGS 2609 N HIGH ST COLUMBUS OH 43202-2555
CARRIER DHARMACISTS MALITHAL INSLIDANCE COMPANY	NAIC CODE	The second secon
PHARMACISTS MUTUAL INSURANCE COMPANY	13714	EFFECTIVE DATE: 07/01/23

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE

ADDITIONAL NAMED INSURED:

CDI LONG TERM CARE LLC CDI LONG TERM CARE COHEN-MERCHANT LLC

LOCATION SCHEDULE:

Loc. 001 Bldg. 001 CROSBYS DRUGS 2599 & 2609 NORTH HIGH ST COLUMBUS, OH 43202-2555

Loc. 002 Bldg. 001
CDI LONG TERM CARE
11 W DUNCAN ST
COLUMBUS, OH 43202-2512

Loc. 001 Bldg. 002 CROSBY DRUGS 2599 & 2609 NORTH HIGH ST COLUMBUS, OH 43202-2555

BUILDERS RISK 1692 ALUM CREEK DR COLUMBUS, OH 43209-2714