

**MODIFICATION #1
OF
CONTRACT NO. PO453827**

The Modification of Contract No. PO453827 made and entered into on June 20, 2024 by and between the City of Columbus, acting through its Board of Health (hereinafter referred to as the BOARD) and Knupp, Watson, and Wallman, Inc. , (hereinafter referred to as the CONTRACTOR), is made and entered into on _____, 2024 pursuant to Ordinance No. 2457-2024 authorized by Columbus City Council _____, 2024.

WITNESSETH:

WHEREAS, the BOARD has a need to revise by extending the contract term, increasing the maximum obligation and revising the Pricing and Scope of Services, for additional prevention services via media platforms; and

NOW, THEREFORE, the parties to this Agreement hereto mutually agree that Contract Term, ARTICLE II, Maximum Obligation, and ARTICLE III. Pricing and Scope of Services is hereby amended as follows:

ARTICLE II. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$400,000.00 unless additional funds are appropriated and authorized. As a result of this action the Contract is increased by \$280,401.00.

ARTICLE III. Pricing and Scope of Services

*See Attached Revised Scope of Services

All other provisions of Contract No. PO453827 between the parties remain in effect except as necessarily modified by this Contract.

CONTRACTOR By: Jennifer Savino, CEO KW2
9.13.24
_____ Date

THE COLUMBUS BOARD OF HEALTH
By: _____
Mysheika W. Roberts, M.D., M.P.H. Date
Health Commissioner

By: _____
Board of Health

Federal I.D. No.

39-1658926

DUNS#: 622600872

EXHIBIT A – SCOPE OF SERVICES

HRSA EHE

3/1/2024-2/28/2025

I. GENERAL DATA

Total Grant Amount	\$195,366.00 FY21
	\$85,035.00 FY22
	\$280,401 Modification TOTAL

Grantee/SERVICE PROVIDER	KW2
CFDA No.	93.940
Grantee FTI Number	
Administrative Agency	KW2
Administrative Contact	Jennifer Savino
Title	CEO
Phone No.	
Email	JSavino@kw2madison.com
Address	2010 Eastwood Drive Madison WI 53704
Columbus Public Health Dept. Grant Mgr.	Audrey South, PhD Sexual Health Promotion 614.645.6790 AESouth@columbus.gov

PROJECT DESCRIPTION

The City of Columbus's Sexual Health Promotion Division provides sexual transmitted infections prevention services, including HIV and other STI screening, PrEP education and referral, linkage to care for persons with HIV and/or an STI, and retention in HIV care. Services are focused upon men who have sex with men (MSM), transgender and gender non-conforming communities, focusing on racial disparities that exist within these communities. Columbus Public Health desires to conduct outreach to build awareness and provide education regarding the importance of medical care and viral suppression, screening for persons at risk of HIV and making referrals for PrEP.

I. Media Contract Needs and Requirements

Messaging via LGBTQI focused events in the City of Columbus. Events may occur at entertainment or recreation outlets in conjunction with or independent of campaign Influencers. Events may align with national HIV testing days, such as African American HIV Testing Day, Women & Girls HIV Testing Day, etc.

Messaging via Influences as resources are available. The focus population is gay/bisexual men and transgender women between 18 and 39 years of age. More messaging should be designed to reach African American and Latino gay/bisexual men and transgender women.

Messaging on dating websites, or similar venues, via road blocks, banner ads etc, as resources are available. Example websites include Adam4Adam, Black Gay Chat, Jack'D, and Grindr. The focus population is gay/bisexual men and transgender women between 18 and 39 years of age. More messaging should be designed to reach African American and Latino gay/bisexual men and transgender women. Messaging may include the use of AI.

Messaging on TikTok, Snap Chat, Facebook, and Instagram, or similar venues, via advertisements within the newsfeed, as resources are available. The focus population is gay/bisexual men and transgender women between 18 and 39 years of age. More messaging should be designed to reach African American and Latino gay/bisexual men and transgender women.

Messaging on YouTube, or similar venues, via advertisements within the newsfeed, as resources are available. The focus population is gay/bisexual men and transgender women between 18 and 39 years of age. More messaging should be designed to reach African American and Latino gay/bisexual men and transgender women.

Messaging on streaming radio, Pod Casts, or similar venues, via advertisements within the newsfeed, as resources are available. The focus population is gay/bisexual men and transgender women between 18 and 39 years of age. More messaging should be designed to reach African American and Latino gay/bisexual men and transgender women.

Messaging at out of home placements. The target population is gay and bi-sexual men in these zip codes: 43201, 43205, 43207, 43210, 43211, 43201, 43215, 43205, and 43232. Furthermore, the messaging should focus on gay/bisexual men and transgender women between 18 and 39 years of age. More messaging should be targeted at young African American and Latino gay/bisexual men and transgender women.

Messaging for in-coming communication to Columbus Public Health, such as the CARE Line. Develop and assist in disseminating health messages in an efficient and productive way.

II. Columbus Public Health to Provide

Columbus Public Health may provide the design of the Know HIV No Fear Campaign in English and/or Spanish. CPH will provide all creative (campaign artwork), Influencers posts, and speaking points as needed throughout the campaign. Columbus Public Health also will review and approve the work plan, as well as any associated creative, which is developed by KW2.

CONTRACTOR agrees to:

1. Meet the contract obligations as outlined in this scope of services and understands that failure or refusal to comply with the provisions outlined in the scope of services may result in cancellation of this contract or a decrease in funding. Columbus Public Health reserves the right to withhold payment for contracted services not provided.
2. Allow the BOARD or its representative to make periodic site visits during normal working hours for the purpose of observing the program, reviewing the information submitted in reports, documenting client outcomes and program impacts, and discussing any unforeseen problems or issues.
3. Provide the BOARD a hard copy of its most recently completed agency audit.
4. Provide BOARD per the City Contract timely notices if it can no longer perform or execute the obligation of the Federal Ending the HIV Epidemic program or City Contract.
5. Maintain accurate and complete records and other evidence pertaining to all expenditures incurred for the contracted services. Copies of such records shall be furnished if requested.
6. Perform all services in accordance with the privacy regulations [45 CFR 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320-1320d-8] and the terms of the attached Columbus Health Department Privacy Agreement.

Additional Requirements

The Subrecipient understands that this contract with Columbus Public Health utilizes Federal grant monies from the Health Resources and Services Administration, Ending the HIV Epidemic. As such, the Subrecipient agrees to comply with all Federal laws and regulations along with the appropriate requirements of the Federal Uniform Grant Guidance. The Subrecipient agrees to provide Columbus Public Health with the Subrecipient's Dun and Bradstreet Data Universal

Numbering System (DUNS) Number. The DUNS number must be obtained before any payments are made to the Subrecipient.

During the term of this contract the Subrecipient agrees to allow Columbus Public Health to monitor effectively the Subrecipient's use of these Federal grant monies and to ensure that the Subrecipient's performance goals are being achieved. This monitoring may include special reporting, site visits, regular contact, or other means to provide reasonable assurance that the Subrecipient's administers the Federal award in compliance with laws, regulations, and provisions of the grant agreement and this contract.

Columbus Public Health is required to ensure that subrecipients comply with the audit requirements of the Federal Uniform Grant Guidance. The Subrecipient agrees to assist Columbus Public Health in this effort by providing any needed information as requested and by complying with the audit requirements of the Federal Uniform Grant Guidance.

Attached to the Scope of Services is the Notice of Award. Attachment A.

VENDOR DETERMINATION FORM

Vendor Name: _____

Grant Name and number: _____

Contract Description: _____

Contract Amount: _____ PO number: _____

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

<i>Amie Hatkow</i>	Date
Employee Signature	
<i>Jennifer Savino</i>	9.13.2024
Supervisor Signature	Date



KNUPP & WATSON & WALLMAN, INC.

Unique Entity ID V8YFLJLNZKV5	CAGE / NCAGE 1USA2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 8, 2025	
Physical Address 937 Burning Wood WAY Madison, Wisconsin 53704-1050 United States	Mailing Address 937 Burning Wood WAY Madison, Wisconsin 53704 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Wisconsin 02	State / Country of Incorporation Wisconsin / United States	URL www.kw2marketing.com

Registration Dates

Activation Date Jan 22, 2024	Submission Date Jan 9, 2024	Initial Registration Date Dec 27, 2021
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Entity Dates

Entity Start Date Dec 31, 1986	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types**Women-Owned Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1USA2

Points of Contact**Electronic Business**

🔗 Jennifer Savino, CEO	937 Burning Wood WAY Madison, Wisconsin 53704 United States
Tim Christian, COO	937 Burning Wood WAY Madison, Wisconsin 53704 United States

Government Business

🔗 Jennifer Savino, CEO	937 Burning Wood WAY Madison, Wisconsin 53704 United States
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Past Performance

🔗 Tim Christian, COO	937 Burning Wood WAY Madison, Wisconsin 53704 United States
Tim Christian, COO	937 Burning Wood WAY Madison, Wisconsin 53704 United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541810	Advertising Agencies
	541613	Marketing Consulting Services
	541820	Public Relations Agencies
	541830	Media Buying Agencies
	541850	Indoor And Outdoor Display Advertising

Product and Service Codes

PSC	PSC Name
R422	Support- Professional: Market Research/Public Opinion
R701	Support- Management: Advertising
R708	Support- Management: Public Relations

Disaster Response

This entity does not appear in the disaster response registry.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Knupp & Watson & Wallman, Inc.**
Date: **8/14/2024 9:29:38 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
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The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2024

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).

PRODUCER The McClone Agency, Inc. PO Box 389 Menasha WI 54952	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 800-236-1034 E-MAIL ADDRESS: certificate@mcclone.com	FAX (A/C, No): 920-725-3233
	INSURER(S) AFFORDING COVERAGE	
License#: 100197661 KNUP&WA-01	INSURER A: Allmerica Financial Benefit In	NAIC # 41840
INSURED Knupp & Watson & Wallman Inc 937 Burning Wood Way Madison WI 53704	INSURER B: Hanover American Insurance Co	NAIC # 36064
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1137692415

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"/> COMMERCIAL GENERAL LIABILITY <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:			Z21J069257	7/14/2024	7/14/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			AW1J069521	7/14/2024	7/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Z21J069257	7/14/2024	7/14/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZ1J069502	7/14/2024	7/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Professional Liability and Personal & Advertising Injury			LH1A837840	7/14/2024	7/14/2025	Each Claim 2,000,000 Aggregate 2,000,000 Deductible Per Claim 15,000

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

Cyber Liability: Aggregate Limit \$1,000,000 - Chubb Insurance Group Policy#D9819762

CERTIFICATE HOLDER**CANCELLATION**

City of Columbus Department of Health 240 Parsons Avenue Columbus OH 43215	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 
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