CONTRACT

FOR SERVICES OVER \$50,000

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

This Contract for media services is entered into by and between Knupp, Watson, & Wallman, 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 outreach to build awareness and provide education regarding the importance of screening for persons at risk of HIV, as well as viral suppression and overall health promotion for persons living with HIV; and

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

WHEREAS, this Contract is authorized by Ordinance No. 2835-2023; passed by Columbus City Council on 11/01/2023; 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 November 1, 2023 to February 28, 2024. This Contract shall not automatically renew.

2. <u>Maximum Obligation</u>

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$201,828.00 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 Any and all verbal representations are superseded by this Contract.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. <u>Taxes</u>

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. <u>City's Contract Administrator/Contract Administration</u>

Audrey South 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: Audrey Regan: 240 Parsons Avenue, Columbus, OH 43215

Contractor: Jennifer Savino, 2010 Eastwood Drive, Madison, WI 53704

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. <u>Applicable Law, Remedies</u>

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

09/07/2021

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. <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. <u>Se</u>verability

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. <u>Insurance</u>

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:

ty: Property Damage Liability: \$500,000 Each Accident \$500,000

 Each Person
 \$500,000
 Each Accident
 \$500,000

 Each Accident
 \$1,000,000
 All Accidents
 \$1,000,000

20. <u>Campaign Contributions</u>

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		BOARD OF HEALTH			
MWK by Anita Clark	10/31/2023	andrew E. Boy	11/1/2023		
Signature	Date	Board of Health	Date		
Dr. Mysheika W. Roberts, C Printed Name, Title and Dep Federal Tax ID Number: 3164002.	artment				
CONTRACTOR Jennifer Savino	10.9.23	Please list remit addre	ss below:		
Signature	Date				
Jennifer Savino, CEO		937 Burning Wood Way			
Printed Name and Title		Madison W/I 5	3704		
					
Federal ID Number:39-1658926		Madison, WI 53704			

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF:	<u></u>
COUNTY OF:	<u></u>
	, being duly sworn, deposes and says that he/she is
of	, a Corporation, LLC, or LLP organized and existing under and
(Title) (Company Name)	, a Corporation, LLC, or LLP organized and existing under and
virtue of the laws of the State of	, and having its principal office at
Cir	ity, State, Zip Code
Affiant further says that he/she is familiar with the records,	, minute books and by-laws of
(Company Na	rame)
Affiant further says that(Name of Person Signing Contract)	is(Title)
Of the Company and is duly authorized to sign the Contrac	et for :
For said Company by virtue of	Board of Directors. If resolution, give date of adoption.)
Signature of Affiant**	
** AFFIANT MUST BE SOMEONE OTHE	ER THAN THE INDIVIDUAL SIGNING THE CONTRACT.**
Sworn to before me and subscribed in my presence this	day of
Notary Public	
My Commission Expires:	

EXHIBIT A – SCOPE OF SERVICES

Ending the HIV Epidemic, HRSA

I. GENERAL DATA

Grant Amount \$201,828
Grantee/SERVICE PROVIDER KW2
CFDA No. 93.686
Grantee FTI Number 391658926
Administrative Agency KW2

Administrative Contact Jennifer Savino

Title

Phone No. CEO

Email

Address JSavino@kw2marketing.com

Columbus Public Health Dept. Grant Mgr. 937 Burning Wood Way Madison, WI

53704

Audrey South, PhD Sexual Health Promotion

PROJECT DESCRIPTION 614.645.6790

AESouth@columbus.gov

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 screening for persons at risk of HIV, as well as viral suppression and overall health promotion for persons living with HIV. This project includes a focus on World AIDS Day and will extend beyond.

I. Media Contract Needs and Requirements

Messaging via Influences as resources are available. 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 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 target population is gay and bi-sexual men in these zip codes: 43201, 43205, 43207, 43210, 43211, 43201, 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 on TikTok, Snap Chat, Facebook, and Instagram, or similar venues, via advertisements within the newsfeed, as resources are available. 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 on YouTube, or similar venues, via advertisements within the newsfeed, as resources are available. 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 on streaming radio, Pod Casts, or similar venues, via advertisements within the newsfeed, as resources are available. 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.

II. Columbus Public Health to Provide

Columbus Public Health will 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.

CONTRACTOR agrees to:

- 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 Services and Resources 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.



30 W. Spring St. Columbus OH 43215-2256 Administrator/CEO John Logue www.bwc.ohio.gov

Governor Mike DeWine

1-800-644-6292

06/16/2023 Date Mailed #BWNFVSQ #XX10024921161#

Jennifer Savino Knupp & Watson & Wallman, Inc. 937 Burning Wood Way Madison WI 53704-1050

IMPORTANT DOCUMENT: REMOVE AND POST



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 80153941

Knupp & Watson & Wallman, Inc. 937 Burning Wood Way Madison WI 53704-1050

www.bwc.ohio.gov Issued by: BWC



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

Administrator/CEO

for Love

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/9/2023

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER		CONTACT NAME: Certificate Department									
The McClone Agency, Inc. PO Box 389				PHONE (A/C, No, Ext): 800-236-1034 (A/C, No): 920-725-32				0-725-32	33		
PO Box 369 Menasha WI 54952				E-MAIL ADDRESS: certificate@mcclone.com							
Menaena III e 1862				INSURER(S) AFFORDING COVERAGE					NAIC#		
			License#: 100197661	INSURER A : Allmerica Financial Benefit In					41840		
INSURED			KNUP&WA-01	INSURER B: Hanover American Insurance Co					36064		
Knupp & Watson & Wallman Inc				INSURER C:					00001		
937 Burning Wood Way Madison WI 53704											
Madison WI 53704				INSURER D:							
				INSURER E:							
COVERAGES CER	TIEIC	`ATE	NIIMPED: 1022465004	INSURER F:							
COVERAGES CERTIFICATE NUMBER: 1023465004 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	ADDL	SUBR		POLICY E (MM/DD/YY							
TYPE OF INSURANCE A X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER Z21J069257				LIMITS				
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CLAIMS-MADE X OCCUR						PREMISES (Ea occi	urrence) \$ 1	1,000,000			
						MED EXP (Any one		5,000			
						PERSONAL & ADV					
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREC	GATE \$4	4,000,000			
X POLICY PRO- JECT LOC						PRODUCTS - COM					
OTHER:						COMBINED SINGLE	\$				
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							\$				
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DED RETENTION\$							\$				
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE			WZ1J069502	7/14/2023	3 7/14/2024	X PER STATUTE	OTH- ER				
						E.L. EACH ACCIDE	L. EACH ACCIDENT \$500,000				
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA	EMPLOYEE \$5	500,000			
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POL	LICY LIMIT \$5	500,000			
B Professional Liability and Personal & Advertising Injury			LH1 A837840 07	2/13/202	3 7/14/2024	Each Claim Aggregate		2,000,000			
r disorial & Advertising injury						Deductible Per Claim		15,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI	LES (A	CORD	101, Additional Remarks Schedu	e, may be attached if	more space is requir	red)					
CERTIFICATE HOLDER				CANCELLATIO	ON						
					ESCRIBED POLIC						
				TION DATE THE WITH THE POLICE	EREOF, NOTICE CY PROVISIONS.	WILL BE	DELIVE	KED IN			
City of Columbus Department of Health 240 Parsons Avenue											
				AUTHORIZED REPRESENTATIVE							
Columbus OH 43215				R., 1							