

AGREEMENT

This Agreement is made and entered into the 6th day of November 2019, by and between Public Health-Dayton & Montgomery County, 117 South Main Street, Dayton, Ohio 45422-1280, hereafter called "Public Health" and Lion Creative Studios, LLC, dba Wilderness Agency, 17 Front Street, Dayton, Ohio 45402 hereafter called "Contractor."

WITNESSETH:

WHEREAS, Public Health desires to engage the Contractor to provide a series of digital campaigns to maximize service impact and support to pregnant women, mothers, and families through the "Everyone Reach One" program, and

WHEREAS, the Contractor has been identified as an entity having the requisite parts, qualifications, state and local licensure, and expertise to provide such services, and the Contractor represents that they have the requisite skill to provide these services.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Term.** The term of this agreement shall take place from October 18, 2019 through October 17, 2020. The Contractor shall proceed diligently and expeditiously with the rendition of said services and devote sufficient time to the obligations herein undertaken.
2. **Statement of Work.** The Contractor shall provide Marketing Services, as indicated under Attachment "A" Statement of Work SOW#: 002, dated October 18, 2019. Public Health and Contractor need to develop mutually agreeable deliverables and timelines based on the statements of the proposal. In conjunction with the Statement of Work requirements; the Contractor, after each advertising campaign, shall provide a detailed summary report indicating how the campaign reached its target audience. The summary report should also include each ad sets estimated or actual reach, impressions, or clicks based upon the type of ad being reported. Contractor should provide any recommendations, observations, related to the ads performance
3. **Consideration.** In consideration for performing the Statement of Work as described above, Public Health shall pay the Contractor a total not-to-exceed amount of TWO HUNDRED THOUSAND, (\$200,000.00) dollars as indicated in Attachment "B" Wilderness Agency Presentation Proposal & Budget. Contractor will invoice \$70,000.00 upon the signing of this AGREEMENT for payment in November; Contractor will invoice \$70,000.00 for payment in December 2019; and Contractor will invoice \$60,000 for payment in January 2020. Contractor agrees to utilize a Purchase Order for payment and that no deposits are required prior to services rendered.
4. **Invoicing and Payment.** The Contractor shall submit invoices which shall include written, signed reports, itemizing in reasonable detail the time and dates spent performing contracting services, and a description of the services rendered to the following: Public Health – Dayton & Montgomery County
Attention: Accounting
117 South Main Street
Dayton, Ohio 45422-1280
(937) 225-4414

Electronic invoices and backing documentation may be sent to acctspayable@phdmc.org. The Contractor shall invoice for completed deliverables. The Contractor shall not bill for any other expenses, such as but not limited to, travel and out-of pocket expenses. Public Health shall pay the Contractor the amounts due pursuant to submitted invoices approximately twenty (20) working days after approval at a regularly scheduled Board of Health meeting, which usually occurs on the first Wednesday of each month
5. **Audits.** As required, the books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by appropriate local and state agencies.

6. **Employees.** Public Health reserves the right to request the removal of any Contractor's employees from the performance of this agreement if in the judgment of Public Health, such removal shall be necessary in order to protect the interests of Public Health.
7. **Amendments.** The agreement shall not be varied except by an instrument in writing properly executed subsequently to the execution of the Contract by both parties.
8. **Subcontractors.** Subcontractors used to fulfill any portion of the responsibilities outlined in this Agreement are required to be identified by the Contractor, along with their qualifications to Public Health. Public Health reserves the sole right to approve or reject any/all proposed subcontractors.
9. **Relationship of Parties.** Nothing herein shall be construed to create an employer-employee relationship between Public Health and the Contractor. It is expressly understood and agreed that Public Health shall not be construed or held out to be an employer, principal, partner, associate, or joint venture of the Contractor. At all times, the Contractor and its employees, agents or contractors shall have the status of an independent contractor. No benefits are extended and no taxes shall be withheld. The Contractor shall be responsible for the payment of its own tax liabilities including, but not limited to, Federal Withholding Tax, Social Security Tax, City Income Tax and State Income Tax.
10. **Confidentiality.** In the course of performing contracting services, the parties recognize that the Contractor may come in contact with confidential information. This information may include, but is not limited to, information pertaining to Public Health business operations or its patients, which information may not be disclosed or divulged to anyone other than appropriate Public Health staff or their designees. The Contractor will maintain the confidentiality of Public Health confidential information and shall not disclose it to anyone or use it for any purpose whatsoever other than this Agreement, provided that in the event that the Contractor is legally compelled to disclose such information, the Contractor shall provide Public Health with prompt written notice so that Public Health may seek a protective remedy, if available.
11. **Assignment.** Neither Public Health nor the Contractor shall assign, or in any way transfer, either party's interest in this Agreement without the written consent of the other.
12. **Waiver.** No waiver by Public Health of any terms of this Agreement to be kept, performed and observed by Contractor shall be construed to be or act as a waiver by Public Health of any subsequent default on the part of Contractor.
13. **Liability.** All loss, costs, or damages which may occur to be claimed with respect to any person, or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure.
14. **Notices and Points of Contact.** All notices required or permitted under this Agreement and points of contact shall be given to the following individuals:

Public Health: Terra Williams
Director-Health Promotions
Public Health-Dayton & Montgomery County
117 South Main Street
Dayton, Ohio 45422
(937) 224-8690
twilliams@phdmc.org

Contractor: Richard Kaiser
Wilderness Agency
17 Front Street
Dayton, Ohio 45402
(937) 681-2185
richard@wildernessagency.com

15. **Termination.** Public Health may terminate this agreement upon thirty (30) days prior written notice to Contractor without any further obligation of Public Health. Public Health will pay for necessary costs incurred by Contractor until time of termination only. Contractor shall neither perform work nor submit an invoice for payment of work performed under this Agreement for any time period after termination.
16. **Governing Law.** All matters related to the validity, performance, interpretation or construction of this Agreement shall be governed by the laws of the State of Ohio.
17. **Severability.** If any provision of this Agreement shall prove to be invalid, void or unenforceable, it shall in no way affect, impair or invalidate any other provision, and all other provisions of this Agreement shall remain in full force and effect.
18. **Entire Agreement.** This Agreement is the entire Agreement between the parties and cannot be altered or amended, except by a written amendment signed by each party as described in Section 7 of this Contract. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written relating to the subject matter herein.
19. **Authority to Bind Principal.** Signatures herein shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

IN WITNESSES WHEREOF, the parties hereto on the day and year first above mentioned, have executed this Agreement.

Witness

PUBLIC HEALTH-DAYTON &
MONTGOMERY COUNTY

Jeffrey A. Cooper, M.S.
Health Commissioner

Wilderness Agency.
