

## **NACCHO GRANT PROGRAM AGREEMENT BETWEEN THE CITY OF VERNON AND WELLNESS AND EQUITY ALLIANCE, LLC**

THIS GRANT PROGRAM AGREEMENT ("Agreement") is entered into on March 5, 2024 by and between the City of Vernon, a California charter City and California municipal corporation ("City") and Wellness and Equity Alliance, LLC, a California Limited Liability Company ("WEA"). City and WEA are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### **R E C I T A L S**

A. The City has been selected to participate in the National Association of County and City Health Officials ("NACCHO") Partnering for Vaccine Equity Project ("Project"). The City has been awarded \$150,000.00 through this Project to address inequities in COVID-19 and influenza vaccination coverage among racial and ethnic minority adults.

B. The City has agreed to the NACCHO Standard Contract Terms and Conditions.

C. WEA is able and willing to abide by all the terms of the NACCHO Standard Contract Terms and Conditions.

D. WEA provided the City with a letter of commitment to the City on September 13, 2023 to partner with the City in executing the goals and objectives outlined in NACCHO's Partnering for Vaccine Equity grant.

E. City desires to enter into this Agreement for WEA to provide the services required by the NACCHO Project.

F. WEA desires to enter into this Agreement with City to provide the services for the City and NACCHO as required by the Project.

G. The City and WEA desire to ratify services provided by WEA under the NACCHO Project and to provide that WEA agrees to be bound by the NACCHO Project terms.

### **A G R E E M E N T**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, City and WEA hereby agree as follows:

#### **1. TERM.**

1.1 Term. This Agreement begins on the Effective Date and expires on July 31, 2024 ("Term"), unless terminated earlier in accordance with the terms herein.

#### **2. SERVICES.**

2.1 Scope of Work. WEA must complete the proposed Project in accordance with the Scope of Work attached hereto as Exhibit A.

2.2 Invoices. WEA must complete the Scope of Work for the Project and submit properly itemized invoices to the satisfaction of the City and as contained in

the executed Contractor Agreement between the City and NACCHO attached hereto as Exhibit B. The NACCHO award number must be included on all invoices.

2.3 Use of Grant Monies. WEA's use of any Project funds must comply with the Contractor Agreement between the City and NACCHO. WEA must comply with all applicable federal laws and regulations, including the Code of Federal Regulations (C.F.R.) Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards). It is WEA's responsibility to understand and comply with all requirements set forth therein.

### **3. COMPLIANCE WITH CONTRACTOR AGREEMENT BETWEEN CITY AND NACCHO AND INDEMNIFICATION OF CITY.**

3.1 WEA agrees to comply with all the provisions of the Contractor Agreement between the City and NACCHO. WEA must indemnify, defend (with counsel reasonably acceptable to City), protect, and hold City, and its officers, employees, agents and representatives, harmless from, any and all claims of any kind or nature arising out of the Project or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by work performed under this Agreement or any activities associated with the Project, whether such activities or work is performed by WEA or by anyone directly or indirectly employed or contracted with by WEA ("Claims"). WEA's indemnity obligations under this section will survive termination of this Agreement. WEA's indemnity obligations under this section do not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the willful misconduct of the City, or its officers, employees, agents or representatives.

3.2 WEA hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the Project, or WEA's obligation to comply with all laws with respect to the Agreement.

### **4. LEGAL REQUIREMENTS.**

4.1 Compliance with Applicable Laws. WEA must comply with all laws applicable to the performance of the Project.

4.2 Nondiscrimination and Equal Opportunity. WEA must not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, contractor employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or contractor for any services or programs provided by WEA under this Agreement.

## **5. GENERAL PROVISIONS.**

5.1 Compliance with Laws. WEA must carry out the Project in conformity with all applicable federal, state and local laws, including Labor Code requirements; all provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S. Code Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq., and Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.2 Ownership of Materials. WEA hereby transfers and assigns to City all right, title and interest (including copyright rights) in and to all materials created or developed by WEA pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). WEA must inform City in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. WEA understands and agrees that WEA retains no rights to the Materials and must assist City, upon reasonable request, with respect to the protection and/or registrability of the Materials. WEA represents and warrants that, unless otherwise stated to City in writing, the Materials are original works and do not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of a Federal funding agency.

5.3 Assignment. Without the prior written consent of the City, WEA may not assign this Agreement nor delegate any duties herein.

5.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by email to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City:

Freddie Agyin, Director of Health & Environmental Control  
City of Vernon  
4305 Santa Fe Ave  
Vernon, CA 90058  
Email: fagyin@cityofvernon.org

To WEA:

Nancy Anwar Evans  
250 Quail Ridge Road  
Scotts Valley, CA 95066  
Email: nancy@wellnessequityalliance.com

Notices sent by a party's attorney on behalf of such party are deemed delivered by such party.

5.5 Relationship between City and WEA. It is hereby acknowledged that the relationship between City and WEA is not that of a partnership or joint venture and that City and WEA are not deemed or construed for any purpose to be the agent of the other. WEA agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and WEA with respect to the Project or Agreement.

5.6 Entire Agreement. This Agreement, including Exhibits A and B attached hereto and incorporated herein, contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and will be of no further force or effect.

5.7 Consistency. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions.

5.8 Amendments. Any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each party.

5.9 Conflicts of Interest. No member, official or employee of City can have any personal interest, direct or indirect, in this Agreement, nor must any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

5.10 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

5.11 Applicable Law; Venue. The laws of the State of California, without regard to conflict of laws principles, must govern the interpretation and enforcement of this Agreement. In the event of litigation between the Parties, venue in state trial courts lies exclusively in the County of Los Angeles, California Superior Court. In the event of litigation, venue lies exclusively in the United States District Court, Central District of California, in Los Angeles.

5.12 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the City and WEA and no other third party has any right of action under this Agreement.

5.13 Disclosure of Documents. WEA acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

5.14 Liability. WEA is wholly liable for any Claims arising out of this Agreement.

5.15 Termination. In addition to City's right to terminate under Section 1, City or WEA may terminate this Agreement for any reason with or without cause upon at least 15 days written Notice to the other party.

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

**CITY OF VERNON, a California charter  
City and California municipal  
corporation:**

By:

\_\_\_\_\_  
Carlos R. Fandino Jr.,  
City Administrator

ATTEST:


\_\_\_\_\_  
Lisa Pope, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah N. Moussa, City Attorney

**WELLNESS AND EQUITY ALLIANCE, LLC:**

By:

  
\_\_\_\_\_  
Tyler Evans,  
Chief Executive Officer

## Exhibit A - Scope of Work

With support from NACCHO, **the City of Vernon** and WEA seeks to meet the objectives and corresponding Scope of Work below:

1. Improve understanding of current barriers to COVID-19 and influenza vaccination for adults in Vernon.
2. Identify vaccine inequities and opportunities for enhanced vaccine education and access in Vernon.
3. Develop and enhance local collaborations to improve vaccine education, outreach, and access for identified adult populations in Vernon.
4. Contribute to shared learning and reporting of challenges, results, and outcomes throughout the project period to NACCHO.
5. With the support of NACCHO, conduct a CDC's Rapid Community Assessment activity designed to identify communities at-risk for low vaccine uptake, better understand the local community's vaccine needs and decisions, and identify areas of intervention and prioritize potential intervention strategies.
6. Plan and implement a communications campaign to promote influenza and COVID-19 vaccination uptake using lessons learned from the Rapid Community Assessment activity.
7. Identify and implement an intervention beyond a communications campaign that enhances collaboration and coordination of adult immunization services with partner CBOs. Some of our examples are, but are not limited to:
  - o Provider education to enhance timely and accurate administration and communication of recommendation vaccinations
  - o Coordination of mobile vaccination, home visits and/or workplace vaccination program
  - o Healthcare provider practice support (IIS enrollment, standing orders, data sharing agreements, reminder/recall)
8. Develop a workplan and corresponding evaluation plan with identified program activities, outcomes, and goals.
9. Develop and share documentation of collaborating and coordinating with CBO partner(s) to improve adult immunization services (e.g. policies and procedures, educational materials for community, promotional materials, training modules, sample MOUs, data sharing, cost sharing, and other legal agreements between the entities).
10. Participate in scheduled (i.e., monthly, or bi-monthly) calls with NACCHO to monitor project progress, engage in peer networking, share best practices and resources, and receive technical assistance. Technical assistance may include facilitating connections between demonstration sites and subject matter experts, training opportunities for other local health department staff, and/or providing activity planning and implementation support.
11. Complete NACCHO's Roots of Health Inequity course and incorporate learnings in Vernon's practice or strategies.
12. Partner with NACCHO to develop new and/or update existing materials and share subject matter expertise focused on adults from racial and ethnic minority groups experiencing inequities in influenza and COVID-19 vaccination coverage and uptake;
13. Participate in evaluation activities and document project outcomes, such as:
  - o Participate in NACCHO's evaluation and assessment activities conducted at baseline, mid-year, and project close;
  - o Documentation of the partnership development process with a logic model; and
  - o Final report documenting methods, results, conclusions, and lessons learned.
14. Submit to the City and NACCHO progress reports (monthly, bi-monthly, quarterly, etc.)

to share outcomes challenges, and needs related to vaccine promotion and accessibility activities.

15. Designate one main point of contact with whom NACCHO will directly communicate on all matters related to this project.

16. All services for the Scope of Work must be completed by July 31, 2024. WEA understands and agrees no payments will be made by the City for services provided after July 31, 2024.

## Exhibit B – Contractor Agreement

## NACCHO CONTRACT # 2023-112017

## CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and **City of Vernon, a California charter City and California Municipal Corporation** (hereinafter referred to as “Contractor”), with its principal place of business at 4305 S Santa Fe Avenue Vernon, California 90058-1714.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT #6 NU38OT000306-03-06, CFDA #93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on August 1, 2023, and shall continue in effect until July 31, 2024, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$150,000.00. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Five invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$10,250.00	Attend project Kick-Off Meeting (\$1,500.00) Completion of pre-assessment(\$1,250.00) Submission of partner agreement(\$7,500.00)	September 15, 2023
Invoice II	\$28,750.00	Complete CDC's Rapid Community Assessment in jurisdiction and submit summary report of methods, findings and	September 15, 2023



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		opportunities for vaccine education and promotion(\$20,000.00) Develop and submit a project workplan, evaluation plan, and vaccine communications plan for project period(\$8,750.00)	
Invoice III	\$32,500.00	Completion of bi-annual report 1 (reporting on August through December activities) (\$ 5,000.00) Completion of project mid-year assessment (\$2,500.00) Completion of Roots of Inequity course module(\$5,000.00)	February 15, 2024
Invoice IV	\$42,500.00	Submission of all materials, products, and/or collateral developed, adapted and utilized in vaccine communications campaign(\$15,000.00) Complete and submit report including outcomes of vaccine communications campaign(\$7,500.00) Submission of resource deliverable(\$20,000.00)	May 15, 2024
Invoice V	\$36,000.00	Completion of bi-annual report 2 (reporting on January through June activities) (\$ 5,000.00) Completion and submission of final report and project close activities(\$10,000.00) Partnership Impact Report(\$7,500.00) Presentation on intervention implemented that enhances collaboration and coordination of adult immunization services(\$10,000.00) Regular Meeting Attendance(\$3,500.00)	July 31, 2024

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 24 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

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ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities

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under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the “Materials”) (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: RESERVED.

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14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

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21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”
23. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
24. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email or facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

## FOR NACCHO:

National Association of County and City  
Health Officials  
Attn: Victoria Thompson  
Senior Program Analyst, IZ  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Fax (202) 783-1583  
Email: [vtompson@naccho.org](mailto:vtompson@naccho.org)

## With a copy to:

National Association of County and City  
Health Officials  
Attn: Ade Hutapea, LL.M., CFCM, CCCM  
Sr. Director, Grants & Contracts  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 507-4272  
Fax (202) 783-1583  
Email: [ahutapea@naccho.org](mailto:ahutapea@naccho.org)

## FOR CONTRACTOR:

City of Vernon  
Attn.: Freddie Agyin  
Director, Health & Env. Control Dept.  
4305 S Santa Fe Avenue  
Vernon, California 90058-1714  
Tel. (323) 826-1448  
Email: [FAgyin@cityofvernon.org](mailto:FAgyin@cityofvernon.org)

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IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

**NACCHO:**By: Jerome Chester  
Jerome Chester (Feb 5, 2024 14:13 EST)Name: Jerome ChesterTitle: Chief Financial OfficerDate: Feb 5, 2024**CONTRACTOR:**By: Carlos R. Fandino Jr.  
DocuSigned by:  
546F3C94BDF44BA...Name: Carlos R. Fandino, JR.Title: City AdministratorDate: 1/31/2024

Federal Tax ID No.: 95-6000808

UEID: ZMK4GCEKJ7G3

ATTEST:

Lisa Pope  
DocuSigned by:  
9F43A1B0C2E44A8...  
Lisa Pope, City Clerk

APPROVED AS TO FORM

Zaynah N. Moussa  
DocuSigned by:  
1CD0A47F37A0496...  
Zaynah N. Moussa, City Attorney

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**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS****CONTRACTOR AGREEMENT – ATTACHMENT I****SCOPE OF WORK*****APPENDIX B – Scope of Work B and Invoicing Schedule*****Scope of Work:** The City of Vernon**Project:** Partnering for Vaccine Equity – Enhanced Communications Campaign: Coordinating and Collaborating with Partners to Develop Strategies to Strengthen COVID-19 and Influenza Uptake**Project Period:** Upon contract execution to no later than July 31, 2024**Award Amount:** \$150,000**Project Background**

Through the *Partnering for Vaccine Equity* project, NACCHO will support local health departments (LHDs) to identify and address drivers of vaccine hesitancy, engage community stakeholders and influential messengers to support vaccine messaging, provide education and vaccine delivery at the community level, and facilitate relationships between vaccine providers and the community to increase vaccine confidence and access opportunities. This work will be strengthened through strategic national-level partnerships and collaboration with other funded entities to maximize sharing of resources, best practices and lessons learned in addressing misinformation and advancing vaccine equity.

**Objectives**

With support from NACCHO, The City of Vernon seeks to meet the objectives and corresponding Scope of Work below:

1. Improve understanding of current barriers to COVID-19 and influenza vaccination for adults in local jurisdictions.
2. Identify vaccine inequities and opportunities for enhanced vaccine education and access at the local level.
3. Develop and enhance local collaborations to improve vaccine education, outreach, and access for identified adult populations.
4. Contribute to shared learning and reporting of challenges, results, and outcomes throughout the project period.

**Required Activities**

- With the support of NACCHO, conduct [CDC's Rapid Community Assessment<sup>1</sup>](#) activity designed to identify communities at-risk for low vaccine uptake, better understand the local community's vaccine needs and decisions, and identify areas of intervention and prioritize potential intervention strategies. **This is a critical element of the award and will require a substantial time commitment.**



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- Plan and implement a communications campaign to promote influenza and COVID-19 vaccination uptake using lessons learned from the Rapid Community Assessment activity. The communications campaign should be specific to the jurisdiction and/or population of focus and may include traditional methods such as paid media and non-traditional methods, such as peer-to-peer education.
- Identify and implement an intervention beyond a communications campaign that enhances collaboration and coordination of adult immunization services with a partner(s) in the jurisdiction. [Examples<sup>ii</sup>](#) may include, but are not limited to:
  - Provider education to enhance timely and accurate administration and communication of recommendation vaccinations
  - Coordination of mobile vaccination, home visits and/or workplace vaccination program
  - Healthcare provider practice support (IIS enrollment, standing orders, data sharing agreements, reminder/recall)
  - Development of immunization stakeholder coalition or taskforce
- Develop a workplan and corresponding evaluation plan with identified program activities, outcomes, and goals.
- Develop and share documentation of collaborating and coordinating with a partner(s) to improve adult immunization services (examples include but are not limited to standard operating and reporting procedures, educational materials for community, promotional materials, training modules, sample MOUs, data sharing, cost sharing, and other legal agreements between the entities).
- Participate in scheduled (i.e., monthly, or bi-monthly) calls with NACCHO to monitor project progress, engage in peer networking, share best practices and resources, and receive technical assistance. Technical assistance may include facilitating connections between demonstration sites and subject matter experts, training opportunities for LHD staff, and/or providing activity planning and implementation support.
- Designate at least one LHD staff member to complete NACCHO's Roots of Health Inequity course and incorporate learnings in LHD practice or strategies.
- Partner with NACCHO to develop new and/or update existing materials and share subject matter expertise focused on adults from racial and ethnic minority groups experiencing inequities in influenza and COVID-19 vaccination coverage and uptake;
- Participate in evaluation activities and document project outcomes. As such, recipients will be expected to conduct the following activities:
  - Participate in NACCHO's evaluation and assessment activities conducted at baseline, mid-year, and project close;
  - Documentation of the partnership development process with a logic model; and
  - Final report documenting methods, results, conclusions, and lessons learned.
- Submit progress reports (monthly, bi-monthly, quarterly, etc.) to share outcomes, challenges, and needs related to vaccine promotion and accessibility activities.
- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.



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*Scope of Work B-Invoicing Schedule*

Invoice Number and Payment Schedule	Primary Task / Deliverables	Dates Recommended to Complete Tasks By	Deliverable Amount
Invoice #1	Attend project Kick-Off Meeting	Mid to Late August – Date TBA	\$1,500
September 15, 2023	Completion of pre-assessment	September 15, 2023	\$1,250
Invoice total: \$10,250	Submission of partner agreement	September 15, 2023	\$7,500
Invoice #2	Complete CDC's Rapid Community Assessment in jurisdiction and submit summary report of methods, findings and opportunities for vaccine education and promotion.	November 15, 2023	\$20,000
November 15, 2023			
Invoice total: \$ 28,750	Develop and submit a project workplan, evaluation plan, and vaccine communications plan for project period	November 15, 2023	\$8,750
Invoice #3	Completion of bi-annual report 1 (reporting on August through December activities)	January 8, 2024	\$ 5,000
February 15, 2024			
Invoice Total: \$ 32,500	Completion of project mid-year assessment	February 15, 2024	\$2,500
	Completion of Roots of Inequity course module	February 15, 2024	\$5,000

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	Submission of resource deliverable 1	February 15, 2024	\$20,000
Invoice #4	Submission of all materials, products, and/or collateral developed, adapted and utilized in vaccine communications campaign	May 15, 2024	\$15,000
May 15, 2024			
Invoice Total: \$ 42,500	Complete and submit report including outcomes of vaccine communications campaign	May 15, 2024	\$7,500
	Submission of resource deliverable 2	May 15, 2024	\$20,000
Invoice #5	Completion of bi-annual report 2 (reporting on January through June activities)	July 8, 2024	\$ 5,000
July 31, 2024			
Invoice Total: \$ 36,000	Completion and submission of final report and project close activities	July 31, 2024	\$10,000
	Partnership Impact Report	July 31, 2024	\$7,500
	Presentation on intervention implemented that enhances collaboration and coordination of adult immunization services	July 31, 2024	\$10,000
	Regular Meeting Attendance	July 31, 2024	\$3,500