

## COVID 19 VACCINATIONS SECURING SITE AND OUTREACH AGREEMENT TERMS AND CONDITIONS

### I. CONTRACTOR'S RESPONSIBILITIES

1.1 Covered Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate vaccine, We Love Buhi and the Latino Community Fund ("Contractors") will locate a site for mobile distribution of the Covid-19 vaccine ("Vaccine") to eligible members ("Participants") of the City of Doraville and Dunwoody, as described in the Scope of Services below and in the April 13, 2021 proposal, attached hereto and incorporated herein as **Exhibit A**. The Vaccine will be provided by personnel as authorized by the Centers for Disease Control and Prevention ("CDC"), DeKalb County Health Department, and the requirements of the State of Georgia.

1.2 Site Location. Contractors shall coordinate for and locate at least one site in the City of Doraville accessible to the eligible Participants and one site in the City of Dunwoody accessible to eligible Participants, for the location of the mobile Vaccine distribution. The site shall be available for distribution of the Vaccine as detailed in Exhibit A.

1.3 Services Provided. In exchange for the consideration defined below, Contractors shall, aside from securing the site location, provide the following services:

1.3.1. Coordination, Outreach and Recruiting of Volunteers. Contractors shall outreach and recruit volunteers to assist in the vaccination efforts, including stipends for gas, phone, parking, time spent in coordination, securing of site, and assisting in execution of all appropriate documents by eligible Participants at the vaccination site.

1.3.2. Ethnic Media Campaign. Contractors shall engage Ethnic (Latino, Asian, other immigrant communities) traditional media, radio and social media online to recruit eligible Participants to receive the Vaccine, including poster distribution in key immigrant-centered/dense businesses.

1.3.3. Centerpiece Video. Contractors shall produce multi-lingual media content featuring diverse community members receiving their Vaccine and sharing the need to receive same.

1.3.4. Translations and Translation Support. Contractors shall have translated into at least 6 different languages all media and promotional materials, a "What to Expect" flyer and website registration/support.

1.3.5. Printing and Design of Flyers, Banners and Material. Contractors shall be responsible for printing of posters for on-site events, flyers with "What to Expect" in Spanish and at least 4 most spoken Asian-based languages, to be displayed at the vaccination site and to be distributed to all Participants.

1.3.6. Supplies, gas, refreshments and other program-related expenses. Contractors shall be responsible for distribution of food, water, personal protective equipment (PPEs) and other supplies for volunteers and clinicians offering the Vaccine.

### II. CITY OF DORAVILLE'S RESPONSIBILITIES

2.1 Grant. Pursuant to the agreed services offered above, the City of Doraville will provide a grant to Contractors of \$28,500. The City of Doraville additionally intends to provide a grant from the City of Dunwoody for \$28,500 for the same services at a selected Dunwoody location. Said grants are separate and distinct and not reliant on each other. If the grant from the City of Dunwoody is not provided, Contractors are not required to secure a Dunwoody site or provide the other services targeting the Dunwoody population. However, upon provision of the grant amount from the City of Doraville, Contractors shall be required to provide those services in and for the population of the City of Doraville, notwithstanding received or non-receipt of the additional grant from Dunwoody.

2.2 Payment Terms. The Contractors shall invoice the City of Doraville as follows: \$17,000 for marketing costs, \$20,000 for two events in Doraville and \$20,000 for two events in Dunwoody. The City of Doraville shall be responsible for \$28,500 of the total and the City of Dunwoody shall be responsible for \$28,500 of the total, but the Contractors shall invoice only the City of Doraville for said amounts.

### III. TERM AND TERMINATION

3.1 Term and Termination. This Agreement shall become effective on the date of execution by the last signing party ("Effective Date") and shall terminate on \_\_\_\_\_, 2021.

3.2 Effect of Termination. Termination will have no effect upon the rights or obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.

3.3 Waiver. No waiver by either Party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous waiver of any other breach or default or of any other right or remedy unless such waiver is expressed in writing by the Party to be bound.

### IV. INDEMNIFICATION

Indemnification. To the extent permitted by law, Contractors shall indemnify, defend, and hold harmless the City of Doraville, including its employees and agents, from and against any and all third-party claims or liabilities arising from the negligence or wrongful act of the Contractors, their employees, sub-contractors and/or volunteers and agents, in carrying out its duties and obligations under the terms of this Agreement. This Section will survive the termination of this Agreement.

### V. GENERAL TERMS

5.1 Confidentiality of PHI. Both Parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants ("**Protected Health Information**") or "**PHI**" in accordance with the Health Insurance Portability and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either Party's use of any aggregated Participant information that does not contain PHI. This Section will survive the termination of this Agreement.

5.2 Force Majeure. The performance by either Party hereunder will be excused to the extent of circumstances beyond such Party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc or the unavailability of the Vaccine for whatever reason. In such event, the Parties

will use their best efforts to resume performance as soon as reasonably possible under the circumstances.

5.3 Compliance. The Parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each Party will cooperate with reasonable requests by the other Party for information that is needed for its compliance with applicable laws, rules, and/or regulations.

5.4 Assignment. Neither Party may assign this Agreement to a third-party without the prior written consent of the other Party, except that either Party will have the right to assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company without such consent. Any permitted assignee will assume all obligations of its assignor under this Agreement. No assignment will relieve any Party of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon each Party, its respective successors and permitted assignees.

5.5 Notices. All notices provided for herein must be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth following the signature blocks. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

5.6 Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the Parties relating to the subject matter herein and supersedes any previous contract, for which the signatories are authorized to sign for, and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each Party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no force or effect.

**IN WITNESS WHEREOF**, the City of Doraville and Contractors have executed this Agreement, as of the Effective Date.

**CITY OF DORAVILLE, GEORGIA**

\_\_\_\_\_  
**Name:**  
**Title:**  
**Date:**

Send Legal Notice To City At:

3725 Park Avenue  
Doraville, Georgia 30340  
Attn: City Manager

**WE LOVE BUHI, INC.**

\_\_\_\_\_  
**Name:**

**Title:**

**Date:**

Send Legal Notice To We Love Buhi, Inc. at:

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\_\_\_\_\_  
\_\_\_\_\_

**LATINO COMMUNITY FUND**

\_\_\_\_\_  
**Name:**

**Title:**

**Date:**

Send Legal Notice to Latino Community Fund at:

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