



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

 Award Contract Grant

Requested Board Meeting Date: 07/16/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Resolve to Save Lives, Inc.

***Project Title/Description:**

7-1-7 Alliance will use laboratory data to improve timeliness of detection, notification, and early response to disease outbreaks.

***Purpose:**

This project will evaluate the differences in response when outbreaks are detected via laboratory versus notification by public health partners. A detailed analysis of historical outbreaks will be conducted to identify opportunities to reduce disease identification time with public health partners.

***Procurement Method:**

The grant award was reviewed by the Pima County Attorney's Office, but their signature is not required.

***Program Goals/Predicted Outcomes:**

An analysis of historical data will identify opportunities to reduce time needed to identify disease outbreaks.

***Public Benefit:**

This project will support PCHD and other health departments in their response to disease outbreaks.

***Metrics Available to Measure Performance:**

- Summary report of analytical findings.
- Number of trainings conducted on the developed tool and new metric measurements.

***Retroactive:**

Yes. If not approved, this collaborative effort to improve timeliness of disease detection and notification will not be initiated.

6/28/24 ^{appeals} rev ~~7/1/24~~ rev 6/28/24

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: GTAW Department Code: HD Grant Number (i.e., 15-123): 24-166
Commencement Date: 07/01/2024 Termination Date: 06/30/2025 Amendment Number: 00
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 74,963.90

***All Funding Source(s) required:** Resolve to Save Lives, Inc.

***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Funding Source:** N/A

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**
N/A

Contact: Sharon Grant

Department: Health

Telephone: 724-7842071

Department Director Signature: _____

Date: 6-27-24

Deputy County Administrator Signature: _____

Date: 28 June 2024

County Administrator Signature: _____

Date: 7/1/2024

GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is dated as of July 01, 2024 ("**Effective Date**") between Resolve to Save Lives, Inc. ("**RTSL**") a not-for-profit organization focused on global health established under the laws of the State of Delaware with its business address at 85 Broad Street, Suite 1626, New York, New York, 10004 USA, and Pima County Health Department (the "**Grantee**"), whose address is 3950 S Country Club Blvd, Tucson, AZ, 85714 USA.

RTSL is making a grant to Grantee as part of the 7-1-7 Alliance. The 7-1-7 target aims to promote early and effective action to contain infectious disease outbreaks before they spread. The target is composed of three timeliness metrics: 7 days to detect a suspected disease outbreak; 1 day to inform relevant public health authorities and start an investigation; 7 days to complete required early response actions.

The 7-1-7 Alliance is a newly established initiative that will provide technical assistance, financial support, and a growing, global community of practice to help all countries achieve the 7-1-7 target for outbreak detection and control. Led by country representatives and supported by a Secretariat (the "**Secretariat**") hosted by RTSL, the 7-1-7 Alliance will bring together partners to accelerate adoption of the 7-1-7 target. The Technical Steering Group ("**TSG**") is comprised of nine members, with six seats designated for country representatives and three seats designated for technical partners and multilateral organizations and provides strategic direction to the 7-1-7 Alliance. The 7-1-7 Alliance aims to offer technical assistance, support, and guidance to implementing countries and develop a common learning agenda that draws on country experience in implementing the 7-1-7 approach.

A general description of the Project ("**Project**") is found in Annex A.

RTSL and Grantee agree as follows:

1. **GRANT:** RTSL agrees to make a grant to Grantee in the maximum amount of USD 74,963.90 ("**Grant Funds**") for the Project in accordance with and subject to the terms and conditions of this Agreement. Grantee accepts the Grant and agrees to implement the Project in accordance with and subject to the terms and conditions of this Agreement.
2. **USE OF GRANT FUNDS:** The Grant Funds will be used solely to fund the costs of the Project. Grantee shall apply the Grant Funds to the costs and expenses described in the budget included in the attached Annex D (the "**Budget**"). Grantee shall be permitted to make minor adjustments to the expenditures identified in the Budget without requiring RTSL's prior approval if the adjustment is (a) consistent with the purpose of the Grant as set out in the Project and (b) does not result in a change of more than ten (10%) percent in any specific line item within the Budget. Any other expenditures that would require a modification to the Budget shall require the advance written authorization of RTSL. Grantee shall immediately notify RTSL of any cause which may render Grantee unable to perform its obligations under the Agreement.
3. **DURATION:** The Agreement shall commence on the Effective Date and shall end on June 30th, 2025.
4. **CONTRACT MANAGERS:** Kaylee Errecaborde, an employee of RTSL ("**Contract Manager**"), shall be the

primary person responsible for ensuring RTSL fulfillment of its obligations under the Agreement and monitoring the Grantee's fulfillment of the terms of the Agreement. Lindsay Kohler shall be the primary person responsible for ensuring Grantee's fulfillment of its obligations under the Agreement.

5. **ACTIVITIES:** The Grantee shall perform the Activities as described in Annex B (the "**Activities**"). The Grantee shall maintain appropriate staff to carry out its obligations under the Agreement as described in Annex C.

6. **PERFORMANCE OF THE ACTIVITIES:**

1. In performing the Activities, Grantee shall:
 - a. co-operate with RTSL in all matters relating to the Project and comply with all RTSL instructions using reasonable endeavors to promote RTSL's interests;
 - b. comply with all applicable laws;
 - c. use staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Grantee's obligations are fulfilled in accordance with the Agreement; and,
 - d. not do or allow anything to be done that would, or would be likely to, bring RTSL into disrepute or adversely affect its reputation in any way.
2. Unless otherwise explicitly stated in the Activities, Grantee shall be solely responsible for obtaining any permits, licenses, permissions, consents, approvals, certificates and authorizations that are required for the performance of its obligations under the Agreement.
3. Except as explicitly provided in the Agreement, Grantee shall furnish and pay for all labor, materials, services, facilities, equipment, and computer resources (including the Grantee's intellectual property rights) necessary to meet its obligations under the Agreement.

7. **RELATED DOCUMENTATION:** Grantee shall provide RTSL with all related documentation that is customarily provided with the type of work described in the Activities (that documentation, the "**Related Documentation**"). Related Documentation shall be accurate, current, complete, and sufficient to enable an individual reasonably skilled in the applicable subject matter to use and maintain the Related Documentation without reference to any other person or materials.

8. **CONSIDERATIONS AND PAYMENTS:**

- 8.1. RTSL will only provide Grant Funds for reasonable estimated costs related to Grantee's performance of the Agreement as shown in the approved budget in Annex D and according to the payment schedule found in Annex E ("**Payment Schedule**").
- 8.2. RTSL's payment of Grant Funds is conditioned upon Grantee's compliance with the Agreement.
- 8.3. Grant Funds shall only be disbursed upon Grantee's submission of a payment request and

- 8.4. supporting documentation ("**Payment Request**") according to RTSL's policies and procedures.
- 8.5. Payment Requests shall be submitted to **payables@rtsl.org** with a copy to the Contract Manager. If submitting multiple Payment Requests, attach each request as a separate file.
- 8.6. Any gain or loss related to exchange rate fluctuation shall be borne by the Grantee. All bank fees shall be borne by the Grantee.
- 8.7. Grantee shall use the Grant Funds, as well as any interest earned thereon, exclusively for charitable purposes within the meaning of U.S. Internal Revenue Code 501(c)(3) and only for the Project. Grant Funds may not be used for any other purpose or activities without RTSL's prior written approval. Any Grant Funds not expended or committed for the purposes of the Grant in accordance with the terms of the Agreement must be returned to RTSL within 90 days of the expiration of the Agreement, unless otherwise agreed in writing by RTSL and the Grantee.

9. NOTICES AND COMMUNICATION:

- 9.1. Where in the Agreement any communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by certified or registered mail, postage prepaid with return receipt requested, via email with read receipt requested to the address(es) noted in Section 9.2, or by recognized commercial courier service providing proof of delivery. If sending by certified or registered mail or by commercial courier, please send an email with read receipt requested and containing tracking information to the address(es) noted in Section 9.2. The address of either party may be changed by notice in the manner set out in this provision.
- 9.2. All notices and communications concerning the Agreement shall be addressed to the respective contact people as follows:

For RTSL:

Kaylee Errecaborde

Senior Research and Learning Advisor, 7-1-7
Alliance

Resolve to Save Lives, Inc.

85 Broad Street, Suite 1626

New York, New York 10004

Email: kerrecaborde@rtsl.org

With a copy to: contracts@rtsl.org

For the Grantee:

Lindsay Kohler

Epidemiology Division Manager

Pima County Health Department

3950 S Country Club Blvd

Tucson, AZ, 85714

USA

Email: lindsay.kohler@pima.gov

For the Grantee:

Sharon Grant

Contract Services Manager

Pima County Health Department

3950 S Country Club Blvd

Tucson, AZ, 85714

USA

sharon.grant@pima.gov

- 10. INELIGIBLE COSTS:** The following costs are considered ineligible for reimbursement with Grant Funds: i) debts and provisions for losses or debts; ii) interest owed; iii) items already financed in another framework; and, iv) avoidable taxes.

11. AUDITS AND FINANCIAL REPORTING:

- 11.1. Grantee shall provide periodic reports on Grant Funds in accordance with the reporting schedule and requirements found in Annex F.
- 11.2. Grantee shall establish and maintain a reasonable accounting system that enables RTSL to readily identify Grantee's assets, expenses, costs of goods, and use of Grant Funds. RTSL and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to the Agreement kept by or under the control of Grantee. Such records shall be made available to RTSL during normal business hours at Grantee's office or place of business and subject to five days' notice.

12. INTELLECTUAL PROPERTY:

- 12.1. "Background Intellectual Property" means intellectual property and the legal rights to such property developed before or outside the scope of the Agreement.

- 12.2. Grantee will retain exclusive interest in and ownership of its Background Intellectual Property and is not transferring any interest or rights in its Background Intellectual Property to RTSL.
- 12.3. RTSL will retain exclusive interest in and ownership of its Background Intellectual Property and is not transferring any interest or any rights therein to the Grantee or any of its subcontractors or affiliates.
- 12.4. Any material provided by RTSL may be used by Grantee for purposes related to the 7-1-7 Alliance or in furtherance of adoption of the 7-1-7 target. RTSL shall maintain full rights to-use the content and material that it provides for any and all purposes, including to share with other collaborators or requestors in the 7-1-7 Alliance. Per mutual agreement between Grantee and RTSL, Grantee grants full permission to RTSL to use, reproduce, publish, distribute, and exhibit materials arising from this agreement for use in education, training, and other purposes consistent with the 7-1-7 Alliance's mission.
- 12.5. To the extent that the Activities incorporate Grantee's Background Intellectual Property, Grantee grants to RTSL a royalty-free, non-exclusive, transferable, and perpetual license to use the Grantee's Background Intellectual Property for the purpose of the Project only.
- 12.6. All intellectual property and other proprietary rights, including but not limited to patents, copyrights, trademarks, research, data, interview transcripts, analysis, material, information, formulas, algorithms, reports, and any other information collected, stored, or created as part of or in performance of the Project ("**Project Material**"), shall be the property of RTSL freely and without encumbrance.
- 12.7. The parties recognize publication of papers, oral presentations, or other written or oral output regarding the Project ("**Publications**") may be beneficial to the parties. Grantee agrees that no Publications shall be published or otherwise disseminated by Grantee without the prior written approval of RTSL. Authorship of any Publications resulting from the Project or Activities shall be determined in accordance with the International Committee of Medical Journal Editors' guidelines, which are available here: <https://www.icmje.org/recommendations/browse/roles-and-responsibilities/defining-the-role-of-authors-and-contributors.html>. Copyright in all Publications developed exclusively by Grantee pursuant to this Agreement shall vest in Grantee.
- 12.8. To the extent Grantee owns any rights to Project Material or Publications, Grantee hereby grants to RTSL a non-exclusive, royalty-free, worldwide, perpetual license to reproduce, distribute, publicly display, edit, adapt, perform and create derivative works from and otherwise exploit and sub-license, in all languages and all media, all written work or other materials of any nature created by Grantee pursuant to this Agreement.
- 12.9. Logos. "7-1-7 Alliance" word and logo marks ("**Marks**") are owned by RTSL; Appendix H "Branding Guidelines" describes the marks and requirements for use. During the term of this Agreement, Grantee may use the Marks on materials used to present learnings and use of the target or on communication materials to demonstrate program activities. If Grantee uses the Marks, Grantee agrees to adhere to Appendix H "Branding Guidelines." Any other use of the Marks, including promotional materials, press materials, and all other external communications products must be approved in writing by the Secretariat before use. Grantee grants RTSL full permission to use their logo or registered marks for purposes related to the 7-1-7 Alliance, including for promotional material such as the 7-1-7 Alliance website. Each party agrees it may not use the Marks of the other party for any other purpose not stated in this section 12.9 or after the termination of this Agreement.

- 12.10. Spokespeople. A core function of the 7-1-7 Alliance is to share case studies and learnings from 7-1-7 implementation. RTSL encourages Grantee to communicate with other partners and the public about Grantee's progress in implementing the 7-1-7 target, to share its findings, and to participate in conferences, panels, media interviews, blogs, and other external speaking engagements. Grantee agrees to speak only on its own behalf. To ensure alignment across all global partners in the 7-1-7 Alliance, only members of the Technical Steering Group and Secretariat may serve as spokespersons of the 7-1-7 Alliance; all other 7-1-7 Alliance members and partners must receive advance approval in writing from the Secretariat to speak on behalf of the 7-1-7 Alliance.

13. WARRANTIES AND REPRESENTATIONS:

- 13.1. Grantee warrants and represents that it has full right, power, legal capacity, and authority to enter into the Agreement and to carry out all of its terms. Grantee further warrants and represents that the signatory is a duly authorized representative with full powers to sign the Agreement on its behalf. Grantee warrants and represents that any and all materials submitted under the Agreement are not and have never been published in any format with any organization that may still own proprietary rights to the materials. If any part of the materials has been copyrighted, an original letter of permission from the copyright holder to use the work shall be submitted to RTSL.

- 13.2. Additional Warranties. Grantee also warrants that:

- a. it is not currently under investigation for, nor has been otherwise declared ineligible to provide services to RTSL as a result of, findings of fraudulent, corrupt, collusive or coercive practices;
- b. it is not on any U.S. or U.N. sanctions list and to the best of its knowledge, it has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts;
- c. it will take all reasonable steps to ensure that it and its employees do not and will not knowingly engage in any discrimination based on race, color, religion, sex, gender identity or gender expression, marital status, national origin, age, disability or sexual orientation;
- d. it will take all reasonable measures to prevent its staff from sexually abusing, exploiting or harassing any person and will take robust and prompt action to address any such behavior including reporting to appropriate national authorities as required and to the extent that it relates to the Agreement, immediately report any such behavior to RTSL;
- e. it does not exploit child labor, use any form of forced or compulsory labor, prohibit freedom of association or the right to collective bargaining or otherwise violate internationally recognized standards for human rights and labor in the conduct of business; and,
- f. it shall comply with all applicable environmental laws and regulations in the performance of the Agreement.

14. LIABILITY AND INDEMNIFICATION:

- 14.1. RTSL, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Grantee or of anyone else, occasioned by, or in any way

attributable to the Grantee under the Agreement unless such injury, loss, or damage is caused by the negligence of an officer, employee, or agent of RTSL acting within the scope of their employment.

- 14.2. The Parties will mutually indemnify, defend and forever hold each other and their officers, employees, and agents harmless against and from any and all third-party claims, lawsuits, judgments, and expenses arising out of any breach by the other party of any provision of the Agreement or any misrepresentation made by the other party and its officers, employees, or agents.

15. DEFAULT AND TERMINATION:

- 15.1. RTSL, at its option and without prejudice to any of its other legal or equitable rights and by giving Grantee thirty (30) days' written notice, may terminate the Agreement or discontinue, modify, or withhold any payments to be made under this Agreement or require a total or partial refund of any Grant funds if RTSL determines, in good faith, that:
- a. Grantee failed to meet applicable targets, milestones, or reporting deliverables required pursuant to this Agreement, and such failure is not cured within thirty (30) days from Grantee's receipt of written notice from RTSL;
 - b. Grantee failed to comply with the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days from Grantee's receipt of written notice from RTSL;
 - c. Grant Funds are used for any purpose other than the Project;
 - d. Grantee makes any intentional misrepresentation in any report, document, or statement to RTSL;
 - e. circumstances have changed such that continued association with Grantee would materially impact the reputation, image, mission, or integrity of RTSL; or,
 - f. a conflict of interest is discovered that, in RTSL's reasonable determination, may not be cured without materially affecting the Project.
- 15.2. Despite any other notice requirement of this Agreement, RTSL, at its option and without prejudice to any of its other legal or equitable rights, may immediately terminate the Agreement upon delivery of notice in the unlikely event Grantee fails to comply with Section 20 or Section 24.
- 15.3. If a party breaches the Agreement, the other party may terminate the Agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach thirty days' written notice, specifying the breach.
- 15.4. If a party becomes insolvent or suspends its operations or files a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or makes an assignment for the benefit of creditors, then the other party may immediately terminate the Agreement by giving notice of termination to the other party or its receiver.
- 15.5. Grantee shall refund to RTSL any unused Grant Funds as of the effective date of termination. Any money due RTSL shall be transferred by the Grantee within 30 days of the effective date of termination unless otherwise agreed to in writing. Grantee may receive Grant Funds through the effective date of termination in

accordance with the Agreement, including reasonable and documented non-cancelable commitments for no longer than 30 days following the effective date of termination, after which, RTSL shall cease to have any obligation to make any payment to the Grantee.

- 15.6. RTSL and Grantee agree to use reasonable efforts to minimize adverse impacts of the termination of the Agreement.
16. **NO AGENCY OR JOINT VENTURE:** The parties are independent, and the Agreement shall not be construed to impose an agency relationship, employment relationship, or joint venture between the parties.
17. **CONFLICT OF INTEREST:** Grantee confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work or the Grant Funds under the Agreement. The Grantee shall notify RTSL immediately upon discovery of a conflict of interest.
18. **CONFIDENTIALITY:** Grantee shall treat as confidential, for the Agreement period and thereafter, any non-public information to which Grantee becomes privy as a result of acting under the Agreement (that information, the "**Confidential Information**"). Grantee shall not disclose any Confidential Information to any other person or party which is not participating in the Agreement. Grantee shall keep the Confidential Information secure using reasonably accepted methods of security and protection based on the form of the information.
19. **ENTIRE AGREEMENT:** The Agreement constitutes the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the parties.
20. **TOBACCO AFFILIATION:** Grantee, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler ("**These Industries**"), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, "**These Affiliates**"). Grantee currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of the Agreement. Failure to comply with this Section 20 may constitute grounds for immediate termination of the Agreement, and RTSL shall have the right to demand and receive a return of all Grant Funds provided under the Agreement, plus interest, as liquidated damages, other provisions of the Agreement notwithstanding.
21. **HARASSMENT; DISCRIMINATION; EXPLOITATION:** RTSL does not tolerate harassment, discrimination, retaliation, sexual or child trafficking, exploitation, or abuse, and expects the same from everyone with whom it works. Grantee confirms it maintains and follows written policies that protect against harassment, discrimination, retaliation, and other workplace misconduct and it provides mechanisms to report any such concerns. Grantee confirms it maintains a zero-tolerance policy against sexual and child trafficking, exploitation, and abuse and has taken measures to prevent and respond to such concerns. To protect the most vulnerable populations and to ensure the integrity of RTSL's activities, Grantee shall adhere to the Inter-Agency Standing Committee's Six Core Principles available here: <https://psea.interagencystandingcommittee.org/update/iasc-six-core-principles>. Grantee agrees that sexually exploitative or sexually abusive behavior by Grantee's employees constitutes misconduct and is grounds for disciplinary measures, including summary dismissal. Grantee shall provide any information RTSL requires to determine whether Grantee is complying with this Section. Grantee also agrees

that it shall respond promptly to and cooperate in good faith with any potential misconduct investigation that RTSL, its donors, and its representatives may conduct into personnel performing obligations under or directly related to the Agreement.

22. AMENDMENT, MODIFICATION, WAIVER: The Agreement may only be amended or supplemented by an agreement in writing signed by the parties. No waiver by any party of any of the provisions of the Agreement shall be effective unless set forth in writing and signed by the party so waiving. No waiver shall operate or be construed as relieving the other party of any of its obligations under the Agreement unless expressly stated. Not exercising a right under the Agreement or only partially exercising a right under the Agreement shall not be construed as a waiver of that right.

23. GOVERNING LAW, JURISDICTION, VENUE: The Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New York, New York City for the purpose of any legal proceeding relating to or arising under the Agreement. Prior to any legal proceeding, the parties agree to attempt amicable settlement of any dispute through a meeting between officers or other authorized representatives of each party.

24. COMPLIANCE:

24.1. Grantee will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Asset Control ("OFAC") sanctions.

24.2. Grantee will comply with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and all applicable international and local country anti-bribery and anti-corruption laws. At a minimum, Grantee shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the agreement or for showing or refraining from showing favor or disfavor to any person in relation to the Agreement. Grantee will not pay any Grant Funds to, or on behalf of, any U.S. government official.

24.3. Grantee shall take all reasonable steps to prevent fraud by its staff and the Grantee (including its shareholders, members and directors) in connection with the Agreement and shall notify RTSL immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

25. POLITICAL ACTIVITY AND LOBBYING: Grantee shall comply with all applicable local, state, federal, or foreign lobbying laws. Grantee shall not use any Grant Funds to participate in or influence the outcome of any election for public office, to carry out any voter registration drive, or to otherwise support attempts to influence local, state, federal, or foreign legislation. Grantee may use Grant Funds to advocate for changes to regulations and other non-legislative rules and provide general expertise about social or economic topics. For more information on how Grant Funds may be used for advocacy, please see Annex G. Grantee shall not use any Grant Funds to participate in or influence the outcome of any election for public office or to carry out any voter registration drive. Grantee may use up to [Currency Code] [Lobbying Amount] in calendar year [Lobbying Calendar Year] for lobbying activities, including to support attempts to influence local, state, federal, or foreign legislation.

26. DATA STORAGE AND USE: Grantee shall ensure all data received, stored, or otherwise maintained pursuant to

this Agreement is in a secure environment with physical, technical, and administrative information and data security safeguards that meet or exceed industry standards. Grantee agrees to coordinate with RTSL's information technology team to ensure compliance with this Section.

26.1. "Personal Data" is defined as any information relating to a natural person who can be identified, directly or indirectly, by such data including, but not limited to, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

26.2. In the event the Activities require Grantee to receive, access, store, process, or otherwise use Personal Data, Grantee shall comply with the European Union's General Data Privacy Regulation and any other applicable laws.

27. ASSESSMENT AND MONITORING: Grantee agrees to provide information requested by RTSL as part of its assessment and monitoring of Grantee's ability to fulfill the requirements of the Agreement. Any unreasonable withholding of information or falsification of information shall be considered a breach of the Agreement.

28. TRAVEL AND PERSONAL SAFETY: Grantee acknowledges that any travel it undertakes in connection with the Agreement is at its own risk and expense, unless otherwise agreed upon in the Agreement. The parties recognize that there are inherent safety and security risks involved in the implementation of the Project. Grantee agrees to have in place adequate safety and security protocols, support systems and insurances required to implement the Project in a safe manner.

29. PUBLICITY AND ANNOUNCEMENTS: Each party agrees not to use the other party's name or other marks in any advertising or other form of publicity without the other party's prior written consent.

30. ETHICAL CONDUCT: RTSL is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Grantee is encouraged to report any concerns about RTSL or any member of its staff to RTSL through any mechanism covered in the Agreement. Concerns can also be reported via RTSL's reporting line, available at: <https://resolvetosavelives.org/reportingline>.

31. SURVIVABILITY: The following Sections of the Agreement shall survive expiration or termination of the Agreement: Section 11, Section 12, Section 14, Section 18, Section 20, Section 23, Section 26, Section 29.

32. HUMAN SUBJECTS RESEARCH:

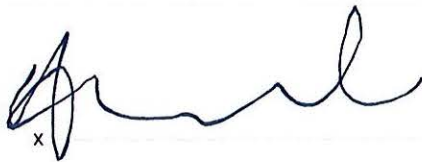
1. Grantee will ensure that its human subjects research activities are conducted in accordance with applicable ethical standards, laws, regulations, and international guidelines. Grantee will clearly document receipt of approval or exemption, as relevant, from an appropriate and reputable institutional review board ("IRB") or ethics committee prior to the start of the activities described in Section 5 and Annex B. The Grantee shall, promptly upon receipt, submit a copy of the approval or exemption to RTSL. The Grantee will also ensure that appropriate informed consent protocols are clearly documented and approved prior to the start of the activities described in Section 5 and Annex B, to ensure that all participants understand any perceived or potential risk and benefits of participation and give their informed consent to participate in accordance with relevant laws and regulations and the protocol and the requirements of any ethics committee or IRB. During the course of the research activities, the Grantee will provide RTSL with copies of all notices, reports and

other filings made to any ethics committee or IRB that reviews the research activities, at the same time such notices, reports and other filings are made or provided to the ethics committee/IRB. The Grantee will ensure that all data collected as part of the research activities is saved, stored, or otherwise transferred or copied in accordance with industry standards in order to protect the privacy and confidentiality of participants. The Grantee shall also implement procedures to limit access to such data and to ensure permanent destruction of such data after completion of the research activities or maintain the data as otherwise may be required by applicable regulations and laws.

2. Grantee shall monitor for and immediately notify RTSL in writing of any deviation from the ethics committee or IRB-approved research plan, as well as any non-compliance with applicable laws, regulations, ethical rules, and research protocols as further detailed in Annex I. Grantee shall also ensure that they are properly reporting any deviation or non-compliance to relevant third parties, as required under applicable law. RTSL will have the sole discretion to determine whether any deviation or non-compliance constitutes grounds for termination of this Agreement.

The parties are signing the Agreement on the date set forth in the introductory clause.

Resolve to Save Lives, Inc.

A handwritten signature in blue ink, appearing to read 'Amanda McClelland', with a small 'x' mark below the first few letters.

Signatory: Amanda McClelland

Signatory Title: SVP, Prevent Epidemics

Email of signatory: amcclelland@rtsl.org

Timestamp: Friday, June 21st, 2024 10:01 PM UTC

Pima County Health Department

A handwritten signature in blue ink, appearing to read 'Theresa Ann Cullen', with a small 'x' mark below the signature.

Signatory: theresa ann cullen

Signatory Title: Director Public Health

Email of signatory: Theresa.Cullen@pima.gov

Timestamp: Friday, June 21st, 2024 5:41 PM UTC

Program Secretariat



Annex A

General Description of Project

Laboratory data is a critical component to outbreak investigation and response. Knowing the etiology of an outbreak allows for linkage of cases, targeted public health interventions, and determining the size and scope of the outbreak over space and time. For 'acute' outbreaks where cases are easily epi-linked, the primary challenges are timely notifications from partners outside of public health and early sample collection for laboratory testing. Timeliness of detection, notification, and early response actions vary greatly for outbreaks identified by laboratory data versus heightened awareness of illness amongst public health partners. With a focus on outbreaks in K-12 settings, this project will evaluate the differences in response (defined by 7-1-7 metrics) when outbreaks are detected via laboratory versus notification by public health partners. We will achieve this goal through the following aims: (1) conduct a detailed analysis of historical outbreaks to identify internal and external bottlenecks and enablers and (2) use this data to refine key 7-1-7 tools for application internally and with critical external partners and (3) test an intervention to reduce identification time with public health partners. Through this project we aim to support PCHD and other health departments by sharing lessons learned and developed project tools in order to reduce identification time and increase laboratory sample submissions with subsequent etiology data.

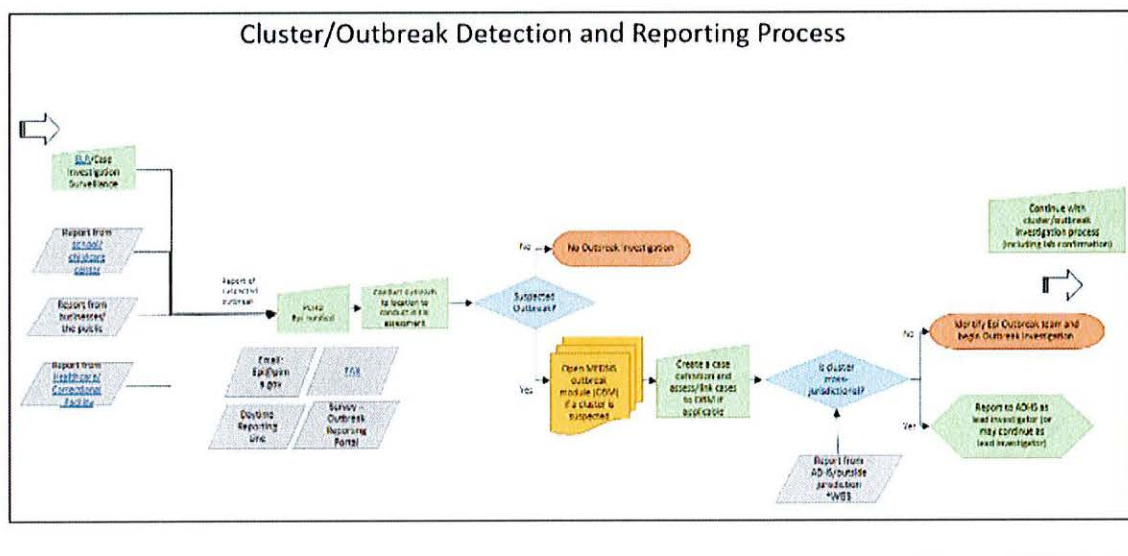
From 2019-2024, only 15% (n=2) of enteric outbreaks in Pima County schools were laboratory confirmed (Table 1). For outbreaks that initiate with confirmed laboratory tests, additional samples may also be needed following case finding to confirm or rule out suspect outbreaks. Local health jurisdictions such as Pima County Health Department (PCHD) are required by Arizona Administrative code to report suspect outbreaks to the state health department within the same day to facilitate and track early investigative public health actions. Outbreaks are identified in two ways:

- from individuals/establishments when case numbers are above the norm, and
- linkage of additional cases identified through routine surveillance investigations when the etiology has been identified and submitted as an Electronic Laboratory Report (ELR) or using genetic subtyping methods, which are critical in identifying multi-state outbreaks.

Figure 1 (below) is an overview of the different notification streams Pima has for outbreak detection. Outbreaks in K-12 school settings have two primary bottlenecks: 1) detection and confirmation due to delayed notification, and 2) receiving inadequate stool samples to conduct confirmatory testing. The aims of this project are designed to build upon our current evidence base and utilize this data for each subsequent step of the project.

Table 1 Pima County Enteric Illness Outbreaks in Schools (2019-2024)

School Year	Cases per Outbreak	# Confirmed Etiology Outbreaks / # Outbreaks	Associated Etiologies
2019-2020	46	1/1	Norovirus
2020-2021	20	0/1	Unknown GI Illness
2021-2022	39	1/4	Norovirus, Unknown GI Illness
2022-2023	14	0/4	Unknown GI Illness
2023-2024	11	0/3	Unknown GI Illness



Influence of laboratory data availability on the calculation of metrics, and timeliness of detection, notification, and early response actions in enteric outbreak response in Pima County objective:

SA1. Conduct a retrospective analysis of outbreak data associated with K-12 schools in Pima County, AZ. Key metric data will inform our impact assessment. We will quantify missing data and map the impact of these missing values to the calculation of 7-1-7 metrics. We will then systematically analyze the known and potential root causes of these missing data to inform SA2. We will also create a scoring system that analyzes each outbreak in the last 3 years based on adherence to 7-1-7 metrics and will allow for comparison of outbreaks.

SA2. Adapt the current 7-1-7 Early Action Review/Checklist (EARC) for use in K-12 schools. Using the data analytics from SA1, we will modify the current EARC to (1) address current bottlenecks identified and potentially deconstruct specific metrics to provide additional information within the tool to allow for improved data collection; (2) add school specific instructions based on key informant interviews with stakeholders that provide either data or data access to the health department during an outbreak. Making this tool more specific to the outbreak setting and the current environment in our schools will allow for greater consistency across outbreak investigations, more complete data collection and a timelier response overall.

SA3. Pilot a notification system Virtual Outbreak Monitoring Interactive Toolkit (VOMIT) for school officials to decrease time

to notification and increase the health department's ability to take the necessary public health actions. From SA1/2 findings we will create an awareness campaign of (1) early warning signs in schools, (2) importance and methods of notification to PCHD and (3) necessary data to initiate mitigation efforts at the school. While PCHD currently has stool kits and standard protocols to request stool samples from parents of children in K-12 schools, the consent to receive a kit and timeliness of a sample being returned for analysis is low. We will develop enhanced kits and protocols and test the impact of their use through a return-on-investment model.

Annex B

Activities

Project: Influence of laboratory data availability on the calculation of metrics, and timeliness of detection, notification, and early response actions in enteric outbreak response in Pima County

Site of work: Tucson , USA

Activity Dates: July 01, 2024 until June 30th, 2025

Project Overview:

The project scope will be outbreaks detected in Pima County, Arizona, USA Kindergarten-12th grade schools affecting students, staff and school administrators.

I. Key Activities and Timeline

SA1. Conduct a retrospective analysis of outbreak data associated with K-12 schools in Pima County, AZ. K-12 school data (2019-2023) for the retrospective analysis would come from Arizona's Medical Electronic Data Surveillance Intelligence System (MEDSIS). MEDSIS is an electronic reporting and case management system for providers to notify local and state health departments of a reportable disease or outbreak. PCHD is a user of MEDSIS and data for Pima county residents is owned and managed by PCHD.

We will define 7-1-7 metrics for detection of the outbreak, notification to the health department, and early response were identified for each outbreak using pre-existing MEDSIS data fields and locally tailored definitions. Detection is defined as length in days between the date the first case became ill to the date the outbreak was reported to PCHD. Notification is defined as the length in days between the date the first sample was collected to the date the outbreak was reported to PCHD. Early response is defined as length in days between the date the outbreak was reported to the date of the first environmental inspection.

SA2. Adapt the current 7-1-7 Early Action Review/Checklist (EARC) for use in K-12 schools. (Months Bottlenecks and enablers will be identified based on detailed analysis of each response to evaluate the broader health systems factors related to further neglect of diseases where laboratory data is not initially available. With this annotated early action review checklist, we will provide schools with the information we need from them to report quickly, so that we may implement outbreak mitigation efforts.

Tool 1: Annotated Early Action Review/Checklist

SA3/Future Studies. Pilot a notification system (VOMIT) to decrease time to notification and increase the health department's ability to take the necessary public health actions. In order to adapt the early action review checklist for K-12 schools, we will implement a communication plan with our school liaison team to inform our school health partners on the contents of the checklist and training on the reporting tool, including important reporting timelines. We will develop printed materials to engage and increase awareness in school administrative settings. We will work with our communications team to develop social media outreach for participation in the pilot VOMIT system. The overall intention is to create awareness for school health partners on when and how to report suspected GI outbreaks quickly and efficiently, so the epidemiology team can disseminate kits for sample collection and coordinate lab testing.

Analysis plan

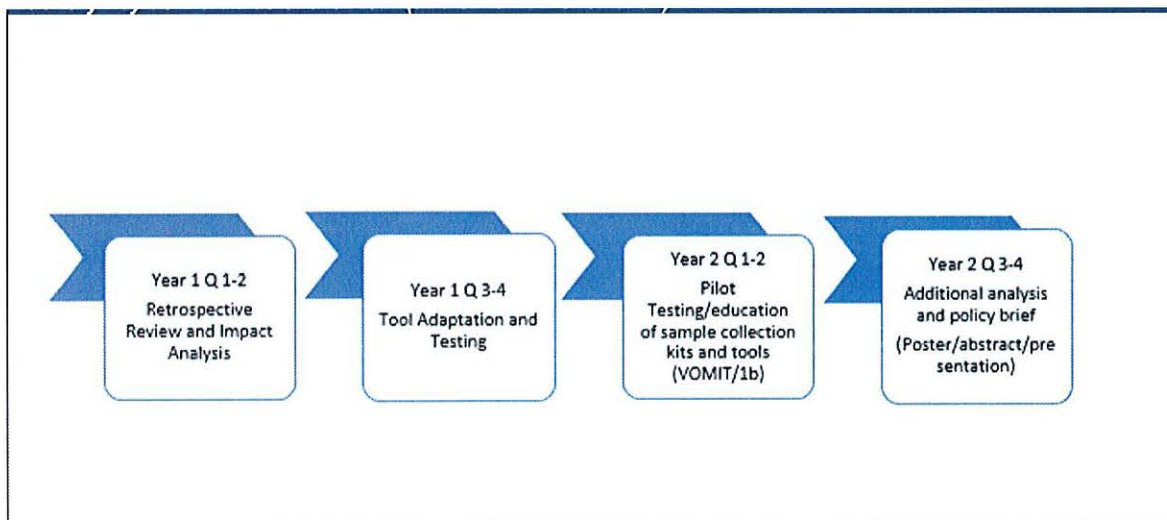
SA1. The completeness of data will be analyzed to assess gaps in our data entry process. Percentage of missing data for each data field used in the 7-1-7 metric definitions will be calculated to highlight areas to improve data collection during enteric outbreaks in schools. Where school outbreak data is robust, we will calculate length in days of detection, notification, and early response for comparison to the 7-1-7 set metrics. These results can then be compared to outbreaks with missing data to determine the impact of missingness on 7-1-7 metric calculations and noted bottlenecks.

SA2. While this aim is primarily the adaptation of an existing tool, if a K-12 outbreak occurs during the study period, we will implement the adapted tool to calculate new or altered metrics. Bottlenecks and adapters will be recorded and compared with historical 7-1-7 outbreak evaluations.

SA3. This aim will collect data on the number of participating schools, trainings conducted on VOMIT and new metric measurements.

Activity	Lead	Timeline							
		Year 1				Year 2			
		Q 1	Q2	Q3	Q4	Q 1	Q2	Q3	Q4
1. Retrospective Review and Impact Analysis	PCHD EPI (TB & EAZ)	X	X						
2. Tool Adaptation and Testing	SAFER Team			X	X				
3. Pilot Testing/education of sample collection kits and tools (VOMIT/1b)	PCHD EPI (AT & GP)					X	X		
4. Additional analysis and policy brief	ALL							X	X

II. Deliverables and Timeline



III. Evaluation Approach and Outcome Indicators

SA1. Due to known complications of collecting stool samples for enteric outbreak investigations in schools, we expect a bottleneck to be notification times of outbreaks, as our notification definition depends on the date the first sample was collected. The impact these missing fields have on our estimated 7-1-7 metrics will guide our adoption of 7-1-7 Early Action Review/Checklist (EARC) as we will emphasize the need for better data collection for identified data fields with high percentage of missingness.

SA2. Updated, locally adapted tool will facilitate more specific detection/notification threshold for K-12 settings which may lead to updated PCHD epidemiology policies communicable disease reporting.

SA3. Improve lab confirmation of UGI outbreaks through the incorporation of VOMIT

IV. Risks and Mitigation

Risk/Assumption	Mitigation Strategy
Not enough sample size for determining outbreak data missingness in a 5 year period	Expand the retrospective review to a longer period of time
Unable to complete key informant interviews with stakeholders	Adjust interview methodology from survey to phone call or in person visit
Schools don't use VOMIT system	Early involvement of schools ensuring a system they will use and education campaign to support questions that might arise

V. Organizational capacity/related work

PCHD: The PCHD epidemiology division will lead this project. Our team consists of a staff of 30 including outbreak and surveillance epidemiologists as well as team of enteric and community epidemiology and experienced communicable disease investigators with 20+ combined years of experience. Our division manager has over 20+ years of public health experience and a background in research.

SAFER: The University of Arizona will partner with PCHD on this project in two ways. First, their faculty will act as subject matter experts related to study design, data analysis, outbreak metrics, survey design, and enteric diseases throughout the study. For the SA3/Future Studies, their team will consult in their current stool collection protocols and kit design. Second, the SAFER students will actively participate in outbreak investigations acting as surge capacity for case investigations, enabling PCHD Epidemiologists to focus on collection of metric data, communication with stakeholders and conducting real-time analytics to determine the scope, impact and cause of the outbreak.

We will be collecting and owning the data as part of our usual public health surveillance activities and is not deemed to be research as defined in 45 CFR46.102.

Annex C

Staff List

Name	Title & role on the project
Lindsay Kohler	Principal investigator
Kristen Pogreba Brown	Co-investigator
Eleana Acosta Zavala	Co-investigator
Anissa A. Taylor	Co-investigator
Tyler Baccam	Co-investigator
Theresa Cullen	Co-investigator
Jacob Alexander	Co-investigator
Gretchen Peterson	Co-investigator
Kristen Pogreba-Brown	Co-investigator

Annex D

Budget

	USD		
	Year 1	Year 2 (if applicable)	Grant Total
Personnel - Salary	21,513	21,514	43,027
Personnel - Fringe	7,530	7,530	15,060
Contracted Services	1,750	1,500	3,250
Travel and Convenings	-	-	-
Equipment and Supplies	422	427	849
Other Direct Costs	-	3,000	3,000
Subgrants	-	-	-
Total direct costs	31,214	33,970	65,185
Indirect Costs (15.00%)	4,682	5,096	9,778
Total Costs	35,897	39,066	74,962

Annex E

Payment Schedule

Subject to Section 8 of the Agreement and in consideration for the Activities to be performed by Grantee in furtherance of the Project, RTSL shall pay Grantee:

Accomplished Deliverable:	Payment Amount:
Signature of contract and Payment Request	USD 37,481.95
Contract Midpoint	USD 37,481.95

Annex F

Reporting Schedule

Reporting	Frequency	Date
Technical report	Semi-Annual	Within 30 days of end of quarter(first report due on 1/25/2025)
Financial report	Semi-Annual	Within 30 days of end of quarter(first report due on 1/25/2025)
Final report (Technical & Financial)	Once	Within 30 days of grant year end

Annex G

Guidelines for Advocacy

Advocacy is an important tool to achieve RTSL's mission to save as many lives as possible. Grant Funds may be used for the following advocacy activities, if indicated in Annexes B and D.

- a. Grantee may provide nonpartisan analysis or research to legislators and other government officials, their employees, or the general public. Nonpartisan analysis or research may advocate a position or viewpoint, so long as the topic of the analysis or research is fully and fairly presented in a manner that enables the recipient to form an independent opinion or conclusion.
- b. Grantee may examine and discuss broad social, economic, and similar problems with legislators and other government officials, their employees or the general public.
- c. Grantee may respond to a written request for technical advice or assistance from a governmental body or committee, or a subdivision of either. In such instances, Grantee's response should be directed to the governmental body or committee, or subdivision of either, that made the request and not to an individual member.
- d. Grantee may communicate with the general public about introduced legislation or a specific legislative proposal, only if the communication does not encourage the general public to take action to influence the outcome of the legislation.

Annex H

Branding Guidelines



7-1-7 Alliance Logo



Use

This logo is to be used whenever referencing the 7-1-7 Alliance country-led partnership.



Spacing

The logo should have minimum white space surrounding it, equivalent to one A on all sides.



Resizing

Do not stretch or scale the logo in a way that changes its shape.



Backgrounds

The logo can be placed on light backgrounds only. We do not use the logo on dark backgrounds, or overlayed on busy photos.



7-1-7 Metric



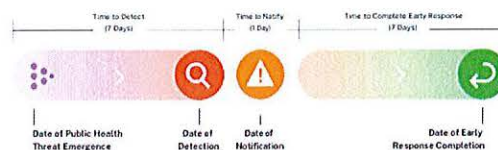
Use

This icon is to be used when referencing the 7-1-7 target metric.



Timeline graphic

This graphic represents what the 7-1-7 target is.



Typography



Poppins

Poppins is only used as a heading font.

Download: <https://fonts.google.com/specimen/Poppins>

H1: 22/26, Bold, Green

H2: 14/16, Bold, Green

Inter

Inter is used for general text and body copy.

Download: <https://fonts.google.com/specimen/Inter>

Body copy: 10/16, Regular, Black

Examples:



Color Breakdowns

7-11 Alliance

Primary Color



CMYK: 74/0/98/0
RGB: 49/186/76
Hex: #3BB042

Light Shades



CMYK: 45/5/60/0
RGB: 237/244/248
Hex: #EDF4F7



CMYK: 13/1/14/0
RGB: 222/237/223
Hex: #DEEDDF



CMYK: 45/5/60/0
RGB: 148/196/136
Hex: #93C387

Dark Shades



CMYK: 80/63/56/52
RGB: 41/55/61
Hex: #29373D



CMYK: 85/35/100/30
RGB: 34/100/50
Hex: #226432



CMYK: 66/40/35/4
RGB: 98/131/147
Hex: #628393



CMYK: 38/25/30/0
RGB: 163/173/170
Hex: #A3ADAA

Secondary Colors



CMYK: 0/30/100/0
RGB: 252/185/0
Hex: #FCB900



CMYK: 16/58/100/3
RGB: 206/123/41
Hex: #CE7B29



CMYK: 2/54/59/0
RGB: 240/141/106
Hex: #F08D6A



CMYK: 4/94/89/0
RGB: 229/53/49
Hex: #E53E27



CMYK: 22/100/98/15
RGB: 172/28/36
Hex: #AC1C24



CMYK: 36/100/36/9
RGB: 158/30/98
Hex: #9E1E62

Annex I

Grantee shall be responsible for ensuring that the activities noted under this agreement are conducted, recorded, and reported in accordance with applicable protocols and regulatory requirement(s). Grantee shall immediately notify RTSL in writing of the occurrence of (i) any occurrence of (A) Research Fraud and Misconduct, (B) Financial Fraud, (C) Corruption or (D) Unanticipated Problems Involving Risk to Subjects or Others, and (ii) Other Non-Compliance, in the case of this section (ii), that could reasonably be expected to have a significant adverse impact on either: (1) the safety, or physical or mental integrity, of research subjects or (2) the scientific value or integrity of the research; and/or involves willful or knowing non-compliance. Grantee shall also ensure that they are properly reporting any deviation or non-compliance to relevant third parties as required under applicable law.

For purposes of this Annex, the following definitions apply:

Corruption: The offering, giving, soliciting, or acceptance of an inducement or reward of any value to improperly influence the action of any person.

Financial Fraud: Intentional deception with intent to make a gain or to cause a loss, or to expose another to the risk of loss.

Other Non-Compliance: Any non-compliance with good clinical practice, laws, regulations, policies, standard operating procedures, and/or a research protocol.

Research Fraud and Misconduct: The fabrication, falsification, plagiarism, or deception in proposing, carrying out, or reporting results of research and deliberate, dangerous, or negligent deviations from accepted practice in carrying out research. It includes failure to follow established protocols if this failure results in unreasonable risk or harm to humans, other vertebrates, or the environment and facilitating of misconduct in research by collusion in, or concealment of, such actions by other. It does not include honest error or honest differences in the design, execution, interpretation, or judgement in evaluating research methods or results or misconduct (including gross misconduct) unrelated to the research process.

Unanticipated Problems Involving Risk to Subjects or Others: An unanticipated problem that (i) relates to a project involving risk to human participants, (ii) was unforeseen at the time of its occurrence, and (iii) indicates that research participants or others are at an increased risk of harm. An unanticipated problem "relates to a project" if, in RTSL's discretion, the problem was more likely than not caused by the research procedures, or if it is more likely than not that the problem affects the rights and welfare of current research participants. See for guidance regarding what constitutes an "Unanticipated Problem Involving Risk to Subjects or Others."

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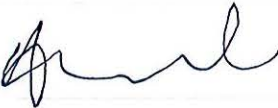
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Filename

Pima County Health Department_001_PR1398 + Resolve to Save Lives, Inc. document.pdf

Resolve to Save Lives, Inc.



Signatory: Amanda McClelland

Email of signatory: amcclelland@rtsl.org

Timestamp: Friday, 21 June 2024 22:01 UTC


Pima County Health Department








Signatory: theresa ann cullen

Email of signatory: Theresa.Cullen@pima.gov

Timestamp: Friday, 21 June 2024 17:41 UTC

What	When	Where
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 Signed by theresa ann cullen Theresa.Cullen@pima.gov	21 Jun 2024 17:41 UTC	IP 166.137.163.5 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/126.0.0.0 Safari/537.36 Edg/126.0.0.0
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