



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

**Requested Board Meeting Date:** January 17, 2017

**or Procurement Director Award** ☐

---

**Contractor/Vendor Name (DBA):** National Association of County and City Health Officials (NACCHO)

**Project Title/Description:**

Identifying Optimal Uses of the Rapid Syphilis Test (RST)

**Purpose:**

The *Identifying Optimal Uses of the Rapid Syphilis Test* project aims to obtain more systematic information on Rapid Syphilis Test (RST) performance, implementation, outcomes, and costs.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

- 1) Identify best practices and lessons learned
- 2) Create a standard operating procedure for RST implementation
- 3) Evaluate RST implementation processes, outcomes and cost measures

**Public Benefit:**

Same day testing and treatment of Syphilis for high risk, at risk and partners of infected individuals

**Metrics Available to Measure Performance:**

- 1) Provide RST to 200 individuals
- 2) Reference testing is done on 100% of RST reactive tests
- 3) Data will be collected and submitted

**Retroactive:**

Yes. Term begins January 2, 2017 but grant agreement was not received until December 22, 2016.

7

**Original Information**

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 17-58  
Effective Date: 01/02/2017 Termination Date: 06/30/2017 Prior Contract Number (Synergen/CMS): N/A  
☐ Expense Amount: \$ ☒ Revenue Amount: \$ 55,747.00  
Funding Source(s): NACCHO / CDC (federal)

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: Department Code: Contract Number (i.e., 15-123):  
Amendment No.: AMS Version No.:  
Effective Date: New Termination Date:  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$  
Funding Source(s):

Cost to Pima County General Fund:

Contact: Sharon Grant

Department: Health Telephone: 724-7842  
Department Director Signature/Date: *Marcia M. Hagan* 1.3.2017  
Deputy County Administrator Signature/Date: *[Signature]* 1-4-2017  
County Administrator Signature/Date: *C. R. [Signature]* 1/4/17  
(Required for Board Agenda/Addendum Items)

## **SUBAWARD AGREEMENT**

This Contractual 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 1100 17<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor, Washington, DC 20036, and Pima County on behalf of the Pima County Health Department (hereinafter referred to as "Subrecipient"), with its principal place of business at 3950 S. County Club Rd., Suite 100, Tuscon, AZ 85714.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant;

WHEREAS, Subrecipient wishes to perform such services for 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:** Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT # 6NU38OT000172-04-02, (CFDA # 93.424) as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient 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 January 2, 2017 and shall continue in effect until June 30, 2017, 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 services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to \$55,747. Eligible costs are those previously approved by NACCHO. All payments will be made in arrears, within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The first invoice must be submitted by February 28, 2017; the second invoice must be submitted by April 30, 2017; and the final invoice must be received by NACCHO no later than 45 days after the end date of the Agreement.

### **ARTICLE II: GENERAL PROVISIONS**

1. **INDEPENDENT CONTRACTOR:** Subrecipient shall act as an independent Contractor,

and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient 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. INDEMNIFICATION: To the extent permitted by Arizona Law, the subrecipient agrees to defend, hold harmless and indemnify NACCHO and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Subrecipient's services under this Agreement, including, but not limited to, any accident or injury to persons or property.
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, Subrecipient 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: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient 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). Subrecipient 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. Subrecipient understands

and agrees that Subrecipient 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. Subrecipient 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 U.S. Department of Health and Human Services.

9. RESOLUTION OF DISPUTES: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient 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: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).
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 Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient'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 Subrecipient's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Subrecipient 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 SUBRECIPIENTS: Pursuant to 2 CFR 200 Subpart C , Subrecipient will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. REPORTING REQUIREMENTS: Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required within 15 days of execution of this agreement and prior to any payment being made against this agreement
20. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.
21. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Subrecipient will certify to NACCHO using the required form 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. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.



22. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Subrecipient 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.).
23. 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."
24. 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.
25. 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, 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: Contracts

1100 17<sup>th</sup> Street, N.W., 4<sup>th</sup> Floor

Washington, D.C. 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: [contract@naccho.org](mailto:contract@naccho.org)

**FOR SUBRECIPIENT:**

Erica Smith

Pima County on behalf of the Pima County Health Department

3950 S. County Club Rd., Suite 100

Tucson, AZ 85714

Tel. 520-724-7894

Email: [Erica.Smith@pima.gov](mailto:Erica.Smith@pima.gov)

26. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

**NACCHO:**

**SUBRECIPIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: LaMar Hasbrouck, MD, MPH

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

Title: Executive Director

Title: \_\_\_\_\_

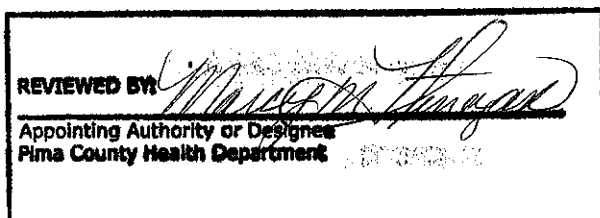
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID No: 86-6000543



Jonathan Pinkney  
*County Atty.*





## NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

### SUBRECIPIENT AGREEMENT – ATTACHMENT I

#### **Scope of Work – Pima County Health Department**

Project: *Identifying Optimal Uses of the Rapid Syphilis Test*

Contract Amount and Type: \$55,745 (Subaward)

Contract Period: January 2, 2017 – June 30, 2017

#### Project Background

---

The Pima County Health Department will implement the *Identifying Optimal Uses of the Rapid Syphilis Test* project, according to the below Scope of Work.

RST have been recently introduced to public health STD programs in the U.S., and the Syphilis Health Check, currently the only FDA-approved rapid test for syphilis, was approved in 2011 and CLIA waived in 2014. Additional rapid tests may come to the market soon. A number of STD programs have been exploring ways to utilize this test in their efforts to increase testing and treatment access for syphilis. Given that the test is relatively new, there remains a need for evaluation of its performance in a variety of settings and information on which program contexts are optimal for use of the test. The *Identifying Optimal Uses of the Rapid Syphilis Test* project aims to obtain more systematic information on Rapid Syphilis Test (RST) performance, implementation, outcomes, and costs.

#### Scope of Work

---

In support of implementation of the *Identifying Optimal Uses of the Rapid Syphilis Test* project, the Pima County Health Department will complete the following activities, in accordance with the attached work plan (Attachment 1):

- Finalize plan to implement RST and collect evaluation data in accordance with the evaluation plan.
- Test at least 200 unduplicated patients or clients (per proposed setting and unless otherwise noted in the attached work plan) using the RST.
- Perform reference tests using standard treponemal and nontreponemal testing of all samples that are RST reactive, and collect and submit summary and de-identified line-listed data that includes results from all tests, demographics, brief patient risk information, and previous test results (if available).
- Collect and submit data and qualitative information necessary to evaluate implementation process, outcome, and cost measures.

- Collaborate with NACCHO and CDC/DSTDP in analyzing, interpreting, synthesizing, and sharing findings, including participating in a webinar to discuss project findings.
- Participate in monthly project conference calls.
- Work with NACCHO and CDC/DSTDP to plan an in-person site visit, and participate in site visit.
- Provide relevant staff and sufficient staff time to manage the project and to participate in ongoing communication and discussions with NACCHO, CDC/DSTDP, and counterparts in other funded areas about the project.

Key deliverables from the Scope of Work include:

- 1) Final RST implementation, evaluation, and data collection plans
- 2) Results from RST and laboratory reference tests
- 3) Results from RST-identified case follow-up and field investigation
- 4) Key inputs for a basic cost analysis
- 5) Results from assessments of implementation activities (e.g., description of challenges identified, staff experiences, etc.)
- 6) Final versions of standard operating procedures for implementing RST in each setting, which should include best practices and lessons learned through project implementation and evaluation activities

#### Reimbursement

---

Invoices for reimbursement may be submitted by the Pima County Health Department every other month.

#### Attachment 1: Work Plan

---

##### **A. RST Program Implementation Plan**

PCHD, in collaboration with NACCHO, will implement RST testing in HIV Prevention activities (mobile clinic/van) and Syphilis surveillance field investigations beginning January 2, 2017. The goal of the project as stated by NACCHO is to “obtain more systemic information on RST test performance, implementation, outcomes, and costs”. RST will be implemented into HIV Prevention activities where HIV testing is offered. Staff will provide RST in lieu of the syphilis tests we currently do. In addition to RST, 80 Syphilis tests (blood draws) will be conducted on a group of random individuals who had a non-reactive RST result. In the second setting, RST will be implemented in 50 field investigations conducted by CDI’s. Field investigations may be done for individuals testing positive for HIV and/or Syphilis. Field investigations are typically done for very high risk individuals and those that are difficult to engage. The remaining 20 Syphilis tests (blood draws) will be conducted on a group of random individuals in this setting who had a non-reactive RST result.

**Project Timeline**

<b>Activities</b>	<b>Whose Responsible</b>	<b>Timeline (Jan 2017-Oct 2017)</b>
Prepare and submit purchasing paperwork for RST (Syphilis Health Check)	HIV Program Coordinator	Upon award notice (Dec-Jan 2, 2017)
Draft and execute master agreement for RST purchasing with selected vendor	HIV Program Coordinator	Upon award notice (Dec-Jan 2)
Develop RST laboratory protocol and obtain approval	HIV Program Coordinator	Upon award notice (Dec-Jan 2)
Train staff on RST	HIV Program Coordinator	January 2017
Develop standard operating procedures for RST collection at outreach events and in the field	HIV Program Coordinator CDI Lead	January 2017
Determine where to document RST results in the Electronic Health Record (EHR)	HIV Program Coordinator CDI Lead	January 2017
Begin RST Testing	CDI and Outreach Staff	Mid-January-the end of the project
Develop reporting format (if not supplied by NACCHO)	HIV Program Coordinator CDI Lead	January 2017
Collect data and submit reports	HIV Program Coordinator CDI Lead	On dates specified by NACCHO

**B. RST Data Collection Plan**

During this project, multiple types of data will be collected and submitted to NACCHO: (1) laboratory data; (2) program documentation; (3) qualitative data; and (4) cost input data.

<b>Data Type and Source</b>	<b>Variables Measured</b>	<b>Timeline</b>
RST Results/EHR	% of positive vs negative results	Entered into EHR after each screening event
Syphilis Test Results/EHR (tests done for 100% of reactive RST results and 100 non-reactive RST tests)	% of positive vs negative results and identify new vs old infection	Electronically sent to EHR interface by the lab as soon as results are available
Demographic Info/EHR	Demographic characteristics of population served	During patient enrollment

Cost Info/# of each type of test done	Determine costs of RST implementation	Log after each event and submit to Admin staff for data entry
Cost Info/Employee Activity Logs	Determine costs of RST implementation	Submit at the end of every pay period to Lead staff
Partner Services/PRISM (STD Surveillance Data System)	% of patients receiving partner services according to PCHD SOP's and disease intervention rates	Communicable disease report entered into PRISM within 5 days of positive test results
Treatment Info/ PRISM (STD Surveillance Data System)	% of patients receiving treatment according to STD guidelines and disease intervention rates	Communicable disease report entered into PRISM within 5 days notification of treatment

Qualitative and quantitative data will be collected from staff weekly and reported to NACCHO in report format. Qualitative data will include the number of staff working on the project, training materials developed/used, protocols and operating procedures, staff experiences implementing RST in each setting and any successes/issues/challenges faced. Copies of protocols, operating procedures and materials will be included with each report. All patient centered data will be reported in a de-identified format determined by NACCHO.

Administrative assistant staff will collect and enter (when appropriate) data weekly. At the end of each month, all data/information required for submittal to NACCHO will be gathered by lead staff and prepared for reporting. Reports will be submitted according to NACCHO guidelines/requirements (format and reporting dates).