



National Association of County & City Health Officials

REQUEST FOR APPLICATIONS

Identifying Optimal Uses of the Rapid Syphilis Test

Release Date: September 21, 2016

Due Date: October 21, 2016

OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of the approximately 2,800 local health departments (LHDs) across the country. These city, county, metropolitan, district, and tribal health departments work to protect and improve the health of all people and all communities. NACCHO provides and connects LHDs to resources to help LHD leaders develop public health policies and programs. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and effective policies to address the myriad of challenges facing communities.

Syphilis is a prevalent and expanding public health issue in the U.S. In 2014, there were nearly 64,000 new syphilis infections reported – a 34% increase over 2013. Syphilis is a bacterial infection that is primarily spread through sexual contact, but the disease can also be transmitted from mother to child during pregnancy. Any sexually active person can acquire syphilis, but men who have sex with men are an especially impacted population. While treatable, syphilis infections that remain undiagnosed or untreated can cause neurological damage including permanent blindness and dementia, as well as fetal death, and skin sores caused by syphilis infection can increase the risk of transmitting and acquiring HIV infection.¹

Historically, lab-based testing has been the primary method used to screen for syphilis, but rapid syphilis tests (RST) have been recently introduced to public health STD programs in the U.S. 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. For example, some programs have started to use the rapid test in community outreach settings or as part of partner services provided by Disease Intervention Specialists. 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.

To identify optimal uses for the RST, NACCHO, with support from the Centers for Disease Control and Prevention (CDC), Division of STD Prevention (DSTDP), will fund and provide technical assistance for a multi-site evaluation project. The project will fund up to five LHDs to implement RST in nonclinical setting(s) outside of traditional STD clinics with the goal of obtaining more systematic information on RST test performance, implementation, outcomes, and costs. Findings will be shared broadly to inform and support STD program RST implementation.

Key evaluation questions include:

- What are best practices for integrating RST into nonclinical STD program settings?
- How effective is RST at identifying new syphilis cases?

¹ Centers for Disease Control and Prevention. (2016). Syphilis – CDC Fact Sheet (Detailed). Available at: <https://www.cdc.gov/std/syphilis/stdfact-syphilis-detailed.htm>

- What are the outcomes, barriers, opportunities, and costs associated with using RST in various STD program settings?
- How do these factors vary across settings and local contexts?

Selected LHDs will be awarded up to \$60,000 each to implement RST in program setting(s) outside of STD clinics, assess RST test performance and implementation practices within those implementation setting(s), and evaluate and document RST implementation. NACCHO, in collaboration with CDC/DSTDP, will provide technical assistance to support project implementation and evaluation.

KEY DATES

Event	Date
RFA Release	September 21, 2016
Informational Webinar for Potential Applicants	September 30, 2016
Application Submission Deadline	October 21, 2016 by 11:59 PM PDT
Telephone Interviews (as needed)	October 24–November 11, 2016
Anticipated Award Notification	November 21, 2016
Anticipated Contract Start	January 2, 2017

ELIGIBILITY AND CONTRACT TERMS

Eligible applicants include LHDs that are active NACCHO members. To confirm membership status, or to become a dues-paying NACCHO member, visit <http://www.naccho.org/membership>.

Acceptance of NACCHO's [standard contract terms and conditions](#) is a requirement. NACCHO will not make modifications to the terms or contract language. Florida applicants are required to accept NACCHO's [Florida standard contract terms and conditions](#). Potential applicants should review all terms and conditions to determine whether or not it is appropriate to apply.

Projects will begin on the date of contract execution, which is anticipated to be January 2, 2017. It is expected that the project period will be between six to ten months (see SCOPE OF WORK AND PROJECT REQUIREMENTS section). Invoicing and reimbursement will occur quarterly. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule, if necessary.

SCOPE OF WORK AND PROJECT REQUIREMENTS

Selected LHDs will implement and evaluate RST in chosen program setting(s). The program settings that are proposed for implementation of RST should have the potential to meaningfully impact LHD STD program operations, namely by increasing access to syphilis testing. The settings of focus for this project are primarily nonclinical, and include in-field investigations of persons with syphilis and/or their contacts, outreach efforts to communities experiencing an acute syphilis outbreak, mobile or venue-based testing activities (e.g., community outreach events led by HIV program staff), and correctional facilities (note: correctional facility sites may be clinical settings, which is an exception to the nonclinical focus of settings for this project).

Optimally, applicants will propose implementation of RST in at least two settings; however, recognizing that local context may affect the ability to effectively implement RST in two settings, applications that propose a single setting will be considered. All applicants should provide a rationale for why the proposed setting(s) were selected, including the ability to conduct a meaningful number of RST to meet the project goals and requirements, as detailed below. Note that the total number of tests to be conducted for the evaluation and the specific data elements to be collected will be finalized post-selection, in collaboration with NACCHO and CDC/DSTDP.

During the project period, awardees will:

- A. Finalize plan(s) to implement RST and collect evaluation data in accordance with the evaluation plan, which will be finalized in collaboration with NACCHO and CDC/DSTDP post-award. See Items C and D below for anticipated data elements.
- B. Test at least 200 unduplicated patients or clients (per selected setting) using the RST. Based on the setting (e.g., field investigation), the testing targets may be lower.
- C. Perform reference tests using standard treponemal and nontreponemal testing of all samples that are RST reactive, as well as up to 100 non-reactive samples from each setting. This should be done at a public health or other laboratory that regularly serves the LHD and by staff who demonstrate adequate proficiency testing for syphilis. Awardees will collect and submit:
 - a. Summary and de-identified line-listed data that includes results from all tests, demographics, brief patient risk information, and previous test results (if available).
- D. Collect and submit data and qualitative information necessary to evaluate implementation process, outcome, and cost measures, including:
 - a. De-identified quantitative information related to RST implementation and follow-up:
 - i. Numbers of old infections identified;
 - ii. New infections diagnosed;
 - iii. New infections treated;
 - iv. Partner services initiated; and
 - v. Disease intervention rate.
 - b. Documentation and qualitative data about the program model utilized in each setting:
 - i. Number and type of staff involved in RST implementation;
 - ii. Materials used to train staff to use the RST;
 - iii. Protocols and standard operating procedures used to guide how RST was used in the selected setting(s);
 - iv. Staff experiences (e.g., perceptions of feasibility, acceptance) using the RST in each setting; and
 - v. Synthesis of issues/challenges and opportunities arising from implementing RST (e.g., those associated with implementing RST alongside other testing; reactions to the RST by implementing partners).
 - c. Information to estimate costs of implementing RST in each setting:

- i. Time and resources needed to train staff to use the RST;
 - ii. STD program or other staff time spent implementing RST in those setting(s) (average per test and range), along with average or representative hourly wages of those staff;
 - iii. Time and costs associated with confirmatory testing of reactive samples; and
 - iv. Costs of rapid test kit supplies.
- E. Collaborate with NACCHO and CDC/DSTDP in analyzing, interpreting, synthesizing, and sharing findings. See SUPPORT AND TECHNICAL ASSISTANCE section below for additional detail on the evaluation and analysis support that will be provided by NACCHO and CDC/DSTDP. Additionally, awardees will be expected to participate in a webinar that will be held to discuss project findings.
- F. Participate in monthly project conference calls.
- G. Work with NACCHO and CDC/DSTDP to plan an in-person site visit. Site visits will be conducted to observe the program model, review and discuss implementation plans and evaluation data, and provide any needed technical assistance.
- H. 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.

Summary of key project deliverables for awardees:

- 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

SUPPORT AND TECHNICAL ASSISTANCE

NACCHO and CDC/DSTDP will provide ongoing support to awardees in the form of:

- 1) Technical assistance via conference call and webinar to facilitate project planning, implementation, and data collection and reporting (including data cleaning, documentation standards, and reporting frequency)
- 2) In-person site visits to observe the program model, review and discuss implementation plans and evaluation data, and provide any needed technical assistance
- 3) Analysis of reported data
- 4) Summary reports synthesizing evaluation findings

PROPOSAL FORMAT

The application should use single-spaced Times New Roman 12-point font and not exceed eight pages in length. The cover page, budget and justification, and resumes/CVs do not count against the total page limit. All pages, charts, figures, and tables should be numbered.

The application should include the following sections:

A. Cover page

Provide a cover sheet that includes the applicant's contact information.

B. Background

- a. Brief background on syphilis epidemiology in the local jurisdiction;
- b. Brief background on STD program infrastructure and services (e.g., size, structure, staffing, STD clinic presence); and
- c. Past or current experience with RST and/or with any rapid test evaluation by the LHD, by any proposed key staff, or in the proposed setting(s).

C. Description of Setting(s)

Describe proposed setting(s) for RST implementation, including:

- a. Reasons the program believes that RST is a good fit for each setting described;
- b. Data on syphilis prevalence or incidence in each setting (if available); and
- c. Current STD program activities already occurring for each setting described.

D. RST Program Implementation Plan

- a. Description of how RST will be implemented in each proposed setting; and
- b. Description of implementation timeline.

E. RST Data Collection Plan

- a. Description and timeline for proposed laboratory data, program documentation, quantitative data, and cost input data that will be collected in each setting; and
- b. Description of the process to prepare data for submission to NACCHO and CDC/DSTDP, and (if proposed), analysis of those data.

F. Capacity and Readiness

Describe program capacity and readiness to:

- a. Conduct laboratory confirmatory/reference testing, including available phlebotomy resources, quality assurances, and logistics for RST specimen transportation and testing;
- b. Participate in program evaluation, as evidenced through participation in evaluation projects conducted in the prior three years or through key staff's prior experience with evaluation or research (experience with direct analysis of evaluation data is not necessary; however, experience with evaluation data collection and reporting should be described); and
- c. Begin RST implementation expediently, including a description and solution to any anticipated barriers to rapid start-up.

G. Key Staff

- a. Proposed key staff to support the project, their role, and relevant experience.

H. Attachments

- a. Proposed budget, with justification; and
- b. Resumes/CVs for each staff responsible for carrying out project implementation.

SELECTION CRITERIA

NACCHO and CDC/DSTDP will review and score applications for this RFA in accordance with the following criteria (out of 100 points):

- Past/current experience with RST or with the field evaluation of other rapid tests and rationale for evaluating the RST in the proposed setting(s) (20 points)
- Strength of proposed methodology to implement RST in the stated timeframe and at sufficient scale for a robust evaluation in the proposed setting(s) (25 points)
- Plans to collect appropriate data to facilitate evaluation of RST implementation for each of the required evaluation components of the project (Sections C and D of SCOPE OF WORK AND PROJECT REQUIREMENTS) (25 points)
- Amount and relevant experience of key staff responsible for carrying out project activities (20 points)
- Appropriateness and completeness of proposed budget (10 points)

NACCHO and CDC/DSTDP may conduct telephone interviews with applicants. Interviews will be conducted **October 24–November 11, 2016**.

SUBMISSION INSTRUCTIONS

The deadline to submit applications is **Friday, October 21** by 11:59 PM PDT. Proposals should be submitted as a single PDF in an email to nparr@naccho.org. Use as a Subject Line: “Rapid Syphilis Test RFA.”

ADDITIONAL INFORMATION

An informational webinar will be hosted for potential applicants on **September 30, 2016** at 2:00–3:00 PM EDT. Questions may be submitted in advance to nparr@naccho.org, and will be accepted until **September 28, 2016** at 5:00 PM EDT.

Webinar URL: <http://naccho.adobeconnect.com/rst2016/>

Audio: 1-866-740-1260; Participant Access Code: 5951121#

For questions about this RFA, contact:

Nicholas Parr, MPH

Senior Program Analyst, HIV, STI, & Viral Hepatitis

202-595-1121

nparr@naccho.org

**NACCHO Standard Contract
Terms and Conditions**

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 17th Street, N.W., 7th Floor, Washington, DC 20036, and *[insert name of Subrecipient]* (hereinafter referred to as “Subrecipient”), with its principal place of business at *[insert mailing address of Subrecipient]*.

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 **GRANT # (CFDA #)** 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 *(insert date)* and shall continue in effect until *(insert date)*, 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 **\$ #####** *(enter amount to be reimbursed. You should also insert here the time schedule on which the consultant will be paid.)* Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. Invoices MUST be submitted in increments of *(insert time increment)* *(May be “monthly” or after completion of specific activities, etc. The fewer payment invoices to process the better and the more you can pay later the better!)* The NACCHO award number must be included on all invoices. The final invoice must be received by NACCHO no later than 30 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. 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 Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

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 Subrecipient, 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 Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient 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, 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 Federal funding agency..
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 Subrecipient, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Subrecipient 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. 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. 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.
20. 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.

21. 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.).
22. 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 on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.
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 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: Contracts

1100 17th Street, N.W., 4th Floor

Washington, D.C. 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: contract@naccho.org

FOR SUBRECIPIENT:

(Name and address of Subrecipient's Contract Officer or Designee, including telephone and fax.)

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:

By: _____

Name: Dawn Richardson, JD, MA

Title: Senior Director, Grants and Contracts

Date: _____

SUBRECIPIENT:

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No: _____

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

SUBRECIPIENT AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Subawardee agrees to adhere to the activities outlined in the Identifying Optimal Uses of the Rapid Syphilis Test RFA.

**NACCHO Florida Contract
Terms and Conditions**

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 17th Street, N.W., 7th Floor, Washington, DC 20036, and *[insert name of Subrecipient]* (hereinafter referred to as “SUBRECIPIENT”), with its principal place of business at *[insert mailing address of Subrecipient]*.

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:

1. PURPOSE OF AGREEMENT SUBRECIPIENT agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of GRANT # (CFDA #) 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.
4. TERM OF AGREEMENT: The term of the Agreement shall begin on *(date)* and shall continue in effect until *(date)*, 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.
5. PAYMENT FOR SERVICES: In consideration for services to be performed, NACCHO agrees to reimburse the SUBRECIPIENT for eligible costs incurred up to \$ #####.00 *(enter amount and time schedule)*. 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 invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. Invoices may be submitted in increments of *(time increment)*. The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 45 days after the end date of the Agreement.
6. GENERAL PROVISIONS: The parties agree to be bound by the General Provisions as described in Attachment II. The terms of Attachment II shall be incorporated into this Agreement as if fully set forth herein.

7. 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.
8. 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.
9. 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 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: Contracts Specialist
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 507-4272
Fax (202) 783-1583
Email: mtsanga@naccho.org

FOR SUBRECIPIENT:

(Name and address of Subrecipient's Contract Officer or Designee, including telephone and fax.)

6. 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:

By: _____
Name: Dawn Richardson, JD, MA
Title: Senior Director, Grants and Contracts
Date: _____

SUBRECIPIENT:

By: _____
Name: _____
Title: _____
Date: _____
Federal Tax ID No: _____

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

SUBRECIPIENT AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Subawardee agrees to adhere to the activities outlined in the Identifying Optimal Uses of the Rapid Syphilis Test RFA.

ATTACHMENT II:
GENERAL PROVISIONS APPLICABLE TO AGREEMENTS BETWEEN NACCHO AND
THE FLORIDA DEPARTMENT OF HEALTH THROUGH ITS COUNTY HEALTH
DEPARTMENTS AS CONTRACTORS²

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 or failure to act on the part of the CONTRACTOR or 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 the Agreement between the parties 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. 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

² Approved by the Florida Department of Health, Office of the General Counsel on February 19, 2010.

Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve CONTRACTOR of said duties and responsibilities under this Agreement.

7. 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.
8. 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 prior to commencing litigation.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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."
16. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to 2 CFR 200 Subpart C, CONTRACTOR 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."
17. AUDITING: CONTRACTOR agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If CONTRACTOR is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because CONTRACTOR receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, CONTRACTOR will certify to NACCHO that it is not so required. If CONTRACTOR is required to undergo an audit pursuant to 2 CFR 200 Subpart F, CONTRACTOR will undergo the required audit and agrees to send a copy of its most recent OMB Single audit report and any management letters to NACCHO.
18. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, CONTRACTOR 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. CONTRACTOR will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. 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.).
20. 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”.