# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.28 (ID # 25730)

**MEETING DATE:** 

Tuesday, September 10, 2024

FROM:

**RUHS-PUBLIC HEALTH** 

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve Work Order No. IC-3560 with the Association of Public Health Laboratories (APHL) Inc., to Implement the Strengthening Respiratory Virus Surveillance Networks Project for the Period of Performance August 1, 2024, through May 1, 2025. All Districts [Total Aggregate Amount: \$75,000 – 100% Federal]

# **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Ratify and approve Work Order No. IC-3560 with the Association of Public Health Laboratories (APHL) Inc., to implement the Strengthening Respiratory Virus Surveillance Networks Project for the period of performance of August 1, 2024, through May 1, 2025, in the aggregate amount of \$75,000;
- 2. Authorize the Chair of the Board to sign the work order on behalf of the County; and
- 3. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and as approved to form by County Counsel, to sign all reports, certifications, forms, and subsequent amendments to the Work Order that exercise the options of the Work Order, including modifications of the statement of work that stay within the intent of the Work Order.

**ACTION:Policy** 

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent: Date:

None September 10, 2024

XC:

**RUHS-PH** 

2 2

Kimberly A. Rector

Clerk of the Board

Deputy

# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost		
COST	\$75,000	\$0	\$75,000	\$0		
NET COUNTY COST	\$0	\$0	\$0	\$0		
SOURCE OF FUNDS: 100% Federal			Budget Adjus	Budget Adjustment: No		
			For Fiscal Ye	ar: 24/25		

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### Summary

The Association of Public Health Laboratories (APHL), in cooperation with the US Centers for Disease Control and Prevention's (CDC) National Center for Immunization and Respiratory Diseases (NCIRD), awarded a one-time funding opportunity to Riverside University Health System – Public Health (RUHS-PH) for the purpose of enhancing the Public Health Laboratory respiratory surveillance program for Riverside County. Funding will be awarded via a Work Order with APHL.

# Impact on Residents and Businesses

The Strengthening Respiratory Virus Surveillance Networks grant will significantly enhance the capacity for monitoring and responding to respiratory viruses in Riverside County by expanding courier services and subsidizing shipping costs. The grant will ensure timely and efficient specimen transport from remote and underserved areas, thereby improving geographic and demographic data representation. Additionally, the grant funds comprehensive onsite training for facility staff, fostering stronger partnerships, enhancing the quality and frequency of submissions which ultimately bolsters the County's public health infrastructure and responsiveness.

### Additional Fiscal Information

This is new funding in the amount of \$75,000 to support the Public Health Laboratory and enhance respiratory virus surveillance capabilities. There is no matching required, and there is no impact to County General Funds.

# **Contract History and Price Reasonableness**

RUHS-PH Lab responded to a Request for Proposal for the Strengthening Respiratory Virus Surveillance Networks. As a result of the proposal, RUHS-PH was awarded grant funding from APHL for this project.

#### ATTACHMENTS:

ATTACHMENT A: Work Order #IC-3560 with Association of Public Health Laboratories

ATTACHMENT B: Cooperative Agreement Number NU60OE000104 with the Centers for

# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Disease Control and Prevention (CDC) of Health and Human Services (HHS)

Douglas Ordonez Jr.

9/4/2024

Gregg Gu, Chief of Disputy County Counsel

9/4/2024



e Riverside Collaboration and Mark You.

British Riverside, Ca 92502-1147

Bank You.

# **WORK ORDER**

# **Project Specific Terms and Conditions**

This Work Order, dated August 19, 2024, is made by and between APHL and the Contractor to authorize and allow the Contractor to work on the Project. All capitalized terms are defined in Section 1 below.

# Background

- I. Under the Cooperative Agreement, APHL has been approved to conduct the Project as part of the overall services to be provided under the terms of the Notice(s) of Award from the Funding Agency for the current Cooperative Agreement funding year.
- II. The Contractor desires to work on the Project and has notified APHL of its interest, and, in accordance with APHL's procurement requirements for a matter of this size, APHL selected the Contractor to provide the services and goods for the Project.
- III. The Parties agree that the Contractor's work on the Project will be subject to the terms and conditions specified in this Work Order.

# Agreement on Project Specifics

#### Definitions.

A. The following definitions apply to capitalized terms used in this Work Order:

Capitalized Term	Meaning
" <u>Agreement</u> "	Collectively, this Work Order, the Standard Terms and Conditions and any Cooperative Agreement Funding Conditions, together with any other attachments, exhibits or appendices incorporated into this Work Order by reference
"APHL"	The Association of Public Health Laboratories, Inc., a nonprofit corporation organized under the laws of the District of Columbia
" <u>Contractor</u> "	Riverside University Health System - Public Health, a governmental entity or administrative unit of California
"Cooperative Agreement"	Cooperative Agreement Number NU60OE000104 (Assistance Listing #93.322) with the Centers for Disease Control and Prevention (CDC) of HHS

[Template Revision Date - November 14, 2023]

Capitalized Term	Meaning
"Cooperative Agreement Funding Conditions"	All of the Cooperative Agreement funding conditions imposed by the Funding Agency as specified on Exhibit A to this Work Order
" <u>Deliverables</u> "	All of the deliverables due to APHL (or to the Funding Agency or another party, if applicable) specified in Section 4 of this Work Order
"End Date"	May 1, 2025
" <u>FFATA</u> "	The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended
"Final Invoice Due Date"	May 31, 2025
"Funding Agency"	Centers for Disease Control and Prevention (CDC)
"Master Agreement"	As of the Agreement Date, APHL and the Contractor are not party to a Master Agreement and all references to "the Master Agreement" in this Work Order and the Standard Terms and Conditions are inapplicable and of no force or effect
" <u>Materials</u> "	All articles, reports, and other materials produced by the Contractor pursuant to this Work Order
"Maximum Compensation Amount"	The maximum amount of compensation payable by APHL to the Contractor specified in Section 5.A of this Work Order is \$75,000.00
"Maximum Travel and Expense Reimbursement Amount"	There is no travel and expense reimbursement
" <u>Parties</u> " or " <u>Party</u> "	Collectively, APHL and the Contractor, and individually, either APHL or the Contractor
" <u>Project</u> "	Strengthening Respiratory Virus Surveillance Networks
"Standard Terms and Conditions"	All of the terms and conditions specified (i), if the Parties have a Master Agreement, in the Master Agreement or (ii), if there is no Master Agreement between the Parties, on Exhibit B to this Work Order
"Start Date"	August 1, 2024
" <u>Work</u> "	The services to be provided by the Contractor specified in Section 3.A of this Work Order

- **B.** Other capitalized terms used in this Work Order have the meaning given to those terms either (i) in one of the other Sections of this Work Order below or (ii) in the Standard Terms and Conditions.
- 2. <u>Project Term; Specific Terms and Conditions of the Work.</u>

- A. The term of this Work Order will begin on the Start Date. It will conclude when the Contractor completes its responsibilities. The Contractor will complete its responsibilities no later than the End Date.
- **B.** The Contractor will conduct the Work, and the Parties will fulfill their respective obligations in accordance with the specifications and other terms and conditions contained in the Agreement.
- **C.** In the event that the component documents that make up the Agreement contain conflicting terms or conditions, the following priority will apply:
  - i. The terms and conditions specified in the Cooperative Agreement Funding Restrictions will prevail over this Work Order, the Standard Terms and Conditions and any other attachment, exhibit or appendix;
  - ii. The terms and conditions specified in this Work Order will prevail over the Standard Terms and Conditions and any other attachment, exhibit or appendix; and
  - **iii.** The terms and conditions specified in the Standard Terms and Conditions will prevail over any other attachment, exhibit or appendix.

#### Services to be Provided by the Contractor.

- A. The Contractor will provide all of the services, materials, equipment, facilities, and personnel required to perform the Work outlined in its proposal dated May 10, 2024 which is attached to this Work Order as Exhibit C and is incorporated by reference.
- B. Intentionally omitted
- C. The Contractor will provide APHL with one electronic copy and, at the request of APHL, one bound paper copy or unbound copy of the following deliverables according to the Schedule of Deliverables in the table below.
- 4. <u>Schedule of Deliverables</u>. The Contractor will complete the Work according to the schedule in the table below.

Milestone or Deliverable	Completion Date
Mid-term report on number of respiratory specimens received and shipped to CDC/NIRCs and narrative report on project	January 17, 2025
progress utilizing APHL's template (to be provided)	

	Final report on number of respiratory specimens received and shipped to CDC/NIRCs and narrative report of project successes and challenges utilizing APHL's template (to be	May 31, 2025
1	successes and challenges utilizing APHL's template (to be provided)	,,

APHL will review and approve or reject the final version of the Deliverable or the Work within twenty business days after delivery by the Contractor. APHL will notify the Contractor in writing of its (or, if applicable, the Funding Source's) acceptance or rejection. If APHL fails to respond within this timeframe, the Contractor may assume that APHL approves the Deliverable or the Work.

If a Deliverable or the Work is not acceptable, APHL will provide the Contractor with a written explanation. The Contractor will have ten business days to correct the deficiencies to the reasonable satisfaction of APHL (the Contractor acknowledges that if the Funding Source disapproves of any correction, APHL will have reasonable grounds to require further correction). If the Deliverable or the Work remains unacceptable to APHL after two cycles of providing edits and comments to the Contractor, APHL may deem the Contractor to be in default of this Agreement.

## Compensation.

- **A.** As compensation for all services performed pursuant to this Work Order, APHL will pay the Contractor an amount not to exceed the Maximum Compensation Amount specified in Section 1 of this Work Order, allocated as shown in the table(s) in this Section 5 below.
- B. Intentionally omitted
- Contractor will ensure that each invoice includes a detailed statement of the services provided. APHL will pay the undisputed portion of each invoice within 30 days of the date that APHL received such invoice. The Contractor must submit the final invoice to APHL by the Final Invoice Due Date. If the final invoice is not received by the Final Invoice Due Date APHL will have the right, in its sole and arbitrary discretion, not to pay the invoiced amount. The Contractor releases APHL from and waives all claims of any nature for non-payment of the final invoice based upon the Contractor's failure to submit all reimbursement requests by this date. The Contractor will submit invoices to APHL according to the following schedule:

Payment Amount*	Invoice Date		
\$35,000	As invoiced upon Execution of the Agreement by both parties		
Up to the remaining balance of the Maximum Compensation Amount	Upon completion of the Work and APHL's receipt of all Deliverables		

<sup>\* =</sup> The total compensation paid by APHL to the Contractor for the Work may not exceed the Maximum Compensation Amount.

D. The Contractor will send invoices to:

Courtney Demontigny, Senior Specialist, Infectious Diseases APHL 7700 Wisconsin Avenue, Suite 1000

Bethesda, MD 20814

P: 240.638.2000 F: 240.485.2700

E: courtney.demontigny@aphl.org

- E. APHL is not responsible for payment of any amount other than those charges specifically set forth in this Agreement, unless the Contractor has obtained APHL's written approval prior to incurring the charge.
- F. In addition to the compensation authorized for the Contractor's services, APHL will reimburse the Contractor for travel and other non-routine direct expenses, up to an amount not to exceed the Maximum Travel and Expense Reimbursement Amount (if the definition of Maximum Travel and Expense Reimbursement Amount in Section 1.A. indicates that no reimbursement is authorized then this Section 5.F. and Sections 5.G. and 5.H. below are inapplicable and of no force and effect). Expenses will be reimbursed at cost. Expense reimbursement requests must be accompanied by receipts or other records of the actual costs incurred. Reimbursement of travel expenses is subject to the following conditions:
  - all travel must be approved in advance by APHL;
  - ii. to the maximum extent possible, the Contractor will utilize APHL's travel agency, Global Travel Associates (GTA) to make travel arrangements and to purchase tickets (please contact the APHL Work Order Administrator identified in Section 11 below via email and they will assist with setting up the Contractor's account in APHL's travel software);
  - iii. the Contractor must purchase airfare at least 14 days in advance (if feasible) and make other efforts to minimize the costs to APHL;
  - iv. travel expenses are paid at the rates and standards authorized for travel by APHL staff; and
  - v. if travel is undertaken for APHL business and for the Contractor's other business or personal interests, only a proportionate share of the total expense may be billed to APHL.

- G. The Contractor must submit all invoices and reimbursement requests to APHL the earlier of (i) 30 days after the completion of the authorized travel or (ii) the Final Invoice Due Date, to receive reimbursement for expenses. The Contractor, by its signature to this Agreement, releases APHL from and waives all claims of any nature for non-payment based upon the Contractor's failure to submit all invoices by this date.
- H. The Contractor will not be entitled to any advances for travel expenses without prior express, written authorization from APHL's Grants Department or its Legal Department. If any advance is authorized, the Contractor will have no more than 30 days from the date that the approved travel is completed to provide APHL with the documentation APHL may request to reconcile expenses or charges incurred against the travel advance. In the event that the Contractor does not provide the requested documentation, APHL will have the express right, in its sole discretion, either (i) to offset the amount of the travel advance against authorized payments due to the Contractor under this Work Order or any other work order or agreement that APHL may have with the Contractor at the time or (ii) to request a return of all or a portion of the travel advance to APHL and to charge the Contractor the maximum interest allowed under District of Columbia law should the Contractor fail to return the travel advance within 30 days of APHL's request.
- **Subcontractors.** The Contractor has not identified any subcontractors as of the Agreement Date. The Contractor will comply with the notice and approval requirements set out in the Standard Terms and Conditions prior to authorizing any subcontractor to work on the Project.
- **7. <u>FFATA Reporting Requirements</u>**. In compliance with the requirements imposed under FFATA, the Contractor will complete and return Exhibit D.

## 8. Copyright & Intellectual Property Rights.

- A. All Materials are a "work made for hire" under United States copyright law. APHL will be the exclusive owner of all copyright and proprietary rights to the Materials. If the Materials do not constitute work made for hire as a matter of law, the Contractor, by its signature to this Agreement, transfers and assigns all rights in the Materials to APHL. The Contractor also hereby assigns to APHL and/or waives any claim that Contractor might now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit morale" in connection with the Materials. The Contractor will provide any further documentation of these transfers that APHL requests. The Contractor will secure the same agreement from all independent contractors performing services in connection with the Contractor's performance under this Work Order.
- B. The Contractor represents and warrants that:
  - i. the Contractor is solely responsible for the creation of the Materials;

- ii. the Materials are original and have never been published (except for material subject to copyright for which the Contractor has obtained permission to use);
- iii. the Materials do not infringe upon any copyright, trademark, or other proprietary right, violate any right of privacy, or contain libelous material; and
- iv. the Materials contain only information and data that is true and accurate to the best of the Contractor's knowledge, belief, and expertise.
- **C.** Upon termination of this Work Order, the Contractor will immediately deliver to APHL all print and electronic materials provided or owned by APHL.
- 9. <u>Additional Services</u>. If either Party determines that additional services related to the Project might be desirable, the Contractor will prepare an estimate of the work required to complete the additional services and the projected cost of this work. If this estimate is acceptable to APHL, APHL will prepare a written amendment to this Work Order. The Contractor will not perform the additional, proposed work unless this amendment has been duly signed by both Parties.
- Notices. Any notice or request under this Work Order must be in writing and must reference the APHL Agreement Number identified at the top of each page. A Party may send notices (i) personally, (ii) by mail, with first class postage prepaid, certified and return receipt requested, or (iii) by delivery through a nationally recognized overnight delivery service, with confirmed delivery and charges prepaid or billed to shipper. A notice or request must be sent to addressees shown below, unless a different address or addressee is specified in writing by the receiving Party. On the same day that a notice is placed in the mail or with an overnight delivery service, a complete copy will also be transmitted by the sending Party to the receiving Party via email or facsimile.

# **APHL**

Scott J. Becker, MS, Chief Executive Officer APHL

7700 Wisconsin Avenue, Suite 1000

Bethesda, MD 20814

P: 240.485.2745 F: 240.485.2700

E: scott.becker@aphl.org

With a copy to:

Troy Willitt, General Counsel APHL 7700 Wisconsin Avenue, Suite 1000 Bethesda, MD 20814

P: 240.485.2716 F: 240.485.2700 E: troy.willitt@aphl.org

## **The Contractor**

Syreeta Steele

**Assistant Laboratory Director** 

4065 County Circle Drive, Suite 106, Riverside, California 92503, United States

P: 951-358-5070 F: 951-358-5015

E: s.steele@ruhealth.org

**11.** <u>Work Order Administrators</u>. The following individuals are authorized to administer this Work Order on behalf of the respective Parties:

#### **The Contractor**

4065 County Circle Drive, Suite 106, Riverside, California 92503, United States

Attn: Syreeta Steele, Assistant Laboratory Director

P: 951-358-5070 F: 951-358-5015

E: s.steele@ruhealth.org

#### **APHL**

APHL

7700 Wisconsin Avenue, Suite 1000

Bethesda, MD 20814

Attn:Courtney Demontigny, Senior Specialist, Infectious Diseases

P: 240.638.2000 F: 240.485.2700

E: courtney.demontigny@aphl.org

12. <u>Survival</u>. The obligations and rights of the Parties which by their nature would continue beyond the termination or expiration of this Work Order will so survive and will remain in full force and effect regardless of any termination or expiration of this Work Order. These obligations and rights include those set forth in the Section entitled "Copyright & Intellectual Property Rights" above.

[Remainder of page intentionally left blank; signatures on the following page.]

Each Party represents to the other Party that the individual signing below has the legal capacity and proper authority to do so and that, once signed on behalf of the Party, this Work Order will be enforceable against the Party in accordance with its terms and conditions.

The Asso	ociation of Public	Health Laboratories, In	<b>c.</b>		
Ву:					
Name:	Scott J. Becker, N	S			
Title:	Chief Executive C	fficer			
County o	of Riverside, a poli	cical subdivision of Californ	nia on behalf of its Riverside	University	Health System Public Health
By: Name:	Chuck Washingto	Was	<del></del>	Date:	9/10/2024
Title:	Chair Board of Su	V			
APPROVED A Minh C. Tran County Couns	AS TO FORM: sel	ATTEST: KIMBERLY A. RECTO BY MANUAL DEPUTA	OR, Clerk		
Esen S	ainz				

By: \_\_\_\_\_ Esen Sainz

Deputy County Counsel

# **EXHIBIT A**

# Cooperative Agreement Funding Conditions COOPERATIVE AGREEMENT

#### **FUNDING CONDITIONS**

FOR COOPERATIVE AGREEMENT #NU600E000104 (ASSISTANCE LISTING NO. 93.322)

with the U.S. Centers for Disease Control and Prevention (CDC)

These Cooperative Agreement Funding Conditions (the "Funding Conditions") have been attached as Exhibit A to a Project Agreement (as defined in Section 1 of these Funding Conditions) between APHL (as defined in the Project Agreement) and the Counterparty (as defined in Section 1 of these Funding Conditions) and have been incorporated into that Project Agreement by reference. These Funding Conditions, together with the Project Agreement and, if the Project Agreement is a Work Order, the Standard Terms and Conditions, make up the entire Agreement (as defined in the Project Agreement) between the Parties (as defined in the Project Agreement).

#### Definitions.

- **A.** The term "Counterparty" is used in these Funding Conditions to refer to either (i) the Contractor under the Work Order or (ii) the Subrecipient under the Subaward Agreement, as applicable.
- B. The term "Maximum Amount" is used in these Funding Conditions to refer to either (i) the Maximum Compensation Amount under the Work Order or (ii) the Maximum Assistance Amount under the Subaward Agreement, as applicable.
- C. The term "Project Agreement" is used in these Funding Conditions to refer to either (i) the Work Order or (ii) the Subaward Agreement, as applicable, to which these Funding Conditions are attached as Exhibit A.
- **2.** <u>Compliance with Funding Conditions</u>. This project is funded through the Cooperative Agreement (as defined in the Project Agreement) between APHL and the Centers for Disease Control and Prevention ("<u>CDC</u>"). The Counterparty will comply with the terms and conditions of the Cooperative Agreement.
- 3. <u>Uniform Administrative Requirements</u>. The US Office of Management and Budget's Uniform Administrative Requirements (the "<u>UAR</u>") found at 2 CFR Part 200, as implemented by the US Department of Health and Human Services ("<u>DHHS</u>") at 45 CFR Part 75, apply to the terms of the Agreement. An electronic copy of DHHS' UAR is currently available at <a href="http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75">http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75</a> and the Counterparty will ensure that it has reviewed the applicable provision and will conduct the Project (as defined in the Project Agreement) in compliance with the UAR terms.

- 4. <u>HHS Grants Policy Statement</u>. The Cooperative Agreement is subject to the terms of the DHHS Grants Policy Statement (dated January 1, 2007), as supplemented by any addenda in effect as of July 1, 2020. An electronic copy of which is currently available at <a href="https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf">https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf</a> and the Counterparty will ensure that it has reviewed the applicable provisions and will conduct the Project in compliance with its terms.
- 5. <u>CDC General Terms and Conditions for Non-research Awards</u>. The Cooperative Agreement is subject to the CDC's General Terms and Conditions for Non-research Awards (an electronic copy of which is currently available at <a href="https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf">https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf</a>). The Counterparty will ensure that it has reviewed the applicable provisions of these General Terms and Conditions for Non-research Awards and will conduct the Project in compliance with its terms.
- **6.** <u>Lower Tier Transactions</u>. The Counterparty will include the provisions of these Funding Conditions as conditions of any subcontract or sub-subaward (with the subcontractor or sub-subrecipient agreeing to comply with these provisions as if it is the Counterparty). These provisions must be conditions of any subcontract, sub-subcontract, etc., governing a lower tier transaction.
- **7.** <u>Public Policy Requirements</u>. The Counterparty will comply with each of the following laws and regulations as applicable to the Cooperative Agreement:
  - A. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352);
  - B. Debarment and Suspension (Executive Orders 12549 and 12689);
  - **C.** Equal Employment Opportunity regulations (Executive Order 11246, as amended by Executive Order 11375 and as supplemented by 41 CFR Part 60);
  - **D.** Public Health Security and Bioterrorism Preparedness and Response Act of 2002, as amended (42 U.S.C. §§201 et seq.);
  - E. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (USA PATRIOT Act) (Pub. L. 107-56); and
  - F. Non-Discrimination Acts, including: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d et seq.) which prohibits discrimination on the basis of race, color or national origin (not applicable to foreign (non-US) organizations); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex (not applicable to foreign (non-US) organizations); (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap (not applicable to foreign (non-US) organizations); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age (not applicable to foreign (non-US) organizations); (e) the

Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. §§290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; and (h) any other nondiscrimination provisions in the specific statute(s) under which the Cooperative Agreement was made, or any other nondiscrimination statute(s) which may otherwise apply to the Cooperative Agreement.

**8.** <u>Bayh-Dole Act</u>. Inventions conceived or first actually reduced to practice by the Counterparty in the performance of experimental, developmental, or research work under the Agreement are subject to the Bayh-Dole Act (37 CFR Part 401) and the standard patent right clauses (37 CFR Part 401.14).

#### 9. Equipment & Products.

- **A.** Purchases of equipment and products under the Agreement are subject to the Buy American Act of 1933, as amended (41 U.S.C. §§8302 *et seq.*), which requires the purchase of American-made equipment and products to the greatest extent practicable.
- B. The CDC defines "equipment" as tangible non-expendable personal property (including exempt property) charged directly to the Project Agreement having a useful life of more than one year <u>and</u> an acquisition cost of \$5,000 or more per unit but the Counterparty is permitted to have a lower threshold consistent with its policies. The Counterparty will provide APHL with information or documentation regarding its procurement policies if it has established a lower threshold.
- 10. <u>Travel</u>. Travel within and outside the US under the Agreement is subject to the Fly America Act, as amended (49 U.S.C. §40118), which requires utilization of US-flag carriers to the greatest extent practicable (generally regardless of cost, convenience, and personal travel preferences).

# 11. Publications and Publicity.

A. Any (a) publication, paper or journal article relating to or (b) press release, article, report, or other material publicizing or resulting from the Counterparty's work or services under the Agreement must include an acknowledgment that the Project was supported by CDC. The Counterparty will use the following disclaimer and acknowledgment of support:

"This publication (journal article, etc.) was supported by the Cooperative Agreement Number NU60OE000104, funded by the Centers for Disease Control and Prevention through the Association of Public Health Laboratories. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention, the Department of Health and Human Services, or the Association of Public Health Laboratories."

- B. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the Project (as a project funded in whole or in part with federal money) such documents must clearly state:
  - i. the percentage of the total costs of the project which will be financed with Federal money;
  - ii. the dollar amount of Federal funds for the project or program; and
  - iii. the percentage and dollar amount of the total costs of the project that will be financed by non-governmental sources.
- C. The US Government has a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, and otherwise use publications, data, and other copyrightable works developed by the Counterparty under the Agreement. The US Government may also grant a sublicense of these rights to others to do so for Federal purposes.
- D. For the purposes of this Section 11 of these Funding Conditions, "data" means recorded information, regardless of the form or media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.

# 12. <u>Required Disclosures for Federal Awardee Performance and Integrity Information Systems</u> (FAPIIS).

- A. In order to allow APHL to meet its obligations under 45 CFR 75.113, the Counterparty must disclose in a timely manner, in writing to APHL, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Project or the Cooperative Agreement.
- B. The Counterparty's failure to make any required disclosure may result in any of the remedies described in 45 CFR 75.371, including suspension or debarment (see 2 CFR parts 180 and 376, and 31 U.S.C. §3321). The Counterparty must send any required disclosure in writing to APHL and the HHS OIG at the following addresses:

APHL

7700 Wisconsin Avenue, Suite 1000 Bethesda, MD 20814

ATTN: Legal Department

Fax: 240.485.2700 (include APHL Agreement number in subject line) or

Email: legal@aphl.org

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: 202.205.0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

- 13. <u>Limitations on an Individual's Salary</u>. The Consolidated Appropriations Act of 2012 (Pub. L. 112-74), as amended, limits the salary amount that may be awarded or charged to the Cooperative Agreement. Cooperative Agreement funds may not be used to pay the salary of an individual at a rate in excess of \$221,900 (the Executive Level II salary in the Federal Executive Pay scale in effect at the time the Cooperative Agreement funds were awarded to APHL). Such amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of his or her duties to the Counterparty. Such salary limitation also applies to any subcontracts or sub-subawards issued by the Counterparty for services to or work on the Project under the Project Agreement. The salary limitation does not limit how much salary the Counterparty may pay an individual, but simply limits the amount that may be awarded or charged to Cooperative Agreement funds.
- **14.** <u>Whistleblower Protections</u>. In the event that the Maximum Amount is equal to or greater than \$100,000, the following provisions will apply.
  - A. The Agreement and employees of the Counterparty working on the Agreement will be subject to the whistleblower rights and remedies in the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections established at 41 U.S.C. §4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation ("FAR") §3.908.
  - **B.** The Counterparty will inform its employees in writing, in the predominate language of the workforce, of employee whistleblower rights and protections under 41. U.S.C. §4712, as described in §3.908 of FAR.
  - **C.** The Counterparty will insert the substance of this Section, including this subsection (C), in all subcontracts over the simplified acquisition threshold.
- **15.** <u>Examination of Records</u>. The Counterparty will cooperate with APHL in the audit of APHL that is required by the UAR audit requirements found at 2 CFR Part 200 Subpart F or contained in the HHS

Grants Policy Statement. The Counterparty acknowledges that the standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014. The Comptroller General of the United States, DHHS, CDC, APHL, and their representatives have the right to access and examine any books, documents, papers, and records of the Counterparty that involve transactions related to the Agreement, for the purpose of audit and making excerpts and transcriptions. The Counterparty will maintain auditable records for at least four years following the close of the Cooperative Agreement. Further, the Counterparty will permit these representatives access to its facilities and personnel for the purpose of on-site inspections, and will provide information, as requested, to determine compliance with the Cooperative Agreement terms and conditions.

- 16. <u>Termination of Cooperative Agreement</u>. If (i) funds are not appropriated or otherwise made available for the continued performance of the Cooperative Agreement, (ii) the Cooperative Agreement is terminated or (iii) the Cooperative Agreement funds are reduced or eliminated for the Project, APHL may terminate the Agreement without penalty upon written notice to the Counterparty.
- 17. <u>Meetings and Conferences; Logo Use for Conferences and Other Meetings</u>. If the Project Agreement involves or is related to a meeting, conference or seminar, then the following provisions apply.
  - A. The Counterparty will include the following statement on conference or meeting materials, including promotional materials, agenda and internet sites:

"Funding for this conference was made possible (in part) by the U.S. Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official positions of the U.S. Department of Health and Human Services, nor does the mention of trade names, commercial practices or organizations imply endorsement by the U.S. Government."

- B. Neither the DHHS nor the CDC logo may be displayed if such display would cause confusion as to the conference source or give false impression of U.S. Government endorsement. Use of the DHHS logo is governed by U.S.C. §1320b-10, which prohibits misuse of the DHHS name and emblem in written communication. The Counterparty is prohibited from using the DHHS name or logo except as governed by U.S.C. §1320b-10. The appropriate use of the DHHS logo is subject to the review and approval of the DHHS Office of the Assistant Secretary for Public Affairs. Moreover, the Office of the Inspector General has the authority to impose civil monetary penalties for violations (see 42 CFR Part 1003). Neither the DHHS nor the CDC logo can be used on conference materials without the expressed, written consent of APHL (who, in turn, must receive such consent from the CDC).
- **18.** <u>Certifications</u>. By signing the Project Agreement, the Counterparty certifies the statements listed below. These certifications are material representations of facts upon which APHL relied when it entered into this transaction.

- A. <u>Debarment, Suspension, Ineligibility and Voluntary Exclusion</u>. The Counterparty certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Lobbying. The Counterparty certifies that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Counterparty, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Cooperative Agreement supporting this Agreement, the Counterparty will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. <u>No Delinquency on US Government Debts</u>. The Counterparty certifies that it is not indebted to the US government, and does not have a judgment lien filed against it.
- **D.** Recent Felonies. The Counterparty certifies that it has not been convicted (nor has any of its officers or agents acting on behalf of the Counterparty been convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months.
- **E.** Equal Opportunity Employer. The Counterparty certifies that it is an Equal Opportunity Employer in accordance with US law and regulation in effect as of the date of this Agreement.

[End of Cooperative Agreement Funding Conditions]

# **EXHIBIT B**

## Standard Terms and Conditions

# **Standard Terms and Conditions**

#### to APHL Work Orders

These Standard Terms and Conditions (the "Standard T&C") have been attached as Exhibit B to a Work Order between APHL (as defined in the Work Order) and the Contractor (as defined in the Work Order) and have been incorporated into that Work Order by reference. The Standard T&C, together with the Work Order, any applicable Cooperative Agreement Funding Conditions (as defined in the Work Order) attached to that Work Order and any other exhibit, attachment or annex to the Work Order, make up the entire Agreement (as defined in the Work Order) between the Parties (as defined in the Work Order).

#### 1. Responsibilities of the Contractor.

- **A.** The Contractor will prepare all materials and perform all services required to complete the Work (as defined in the Work Order) using its best skills, efforts and attention.
- **B.** The Contractor will prepare reports and other final deliverables (each, a "<u>Deliverable</u>") using a format and software programs agreed to in advance by APHL. The Contractor will check the APHL Work Order Administrator identified in the Work Order if the Contractor is unclear as to whether a Deliverable requires a specific formatting or software program. In the event that any Deliverable is prepared in a language other than English, the Contractor will also prepare an English translation of such Deliverable.
- **c.** Any data provided by the Contractor must be free of identifiers that would permit linkages to individuals and must be free of variables that could lead to deductive disclosure of the identity of the individual subjects.
- D. The Contractor will comply with all applicable laws in the performance of its obligations under the Agreement. The Contractor will comply with federal, state, and local health and safety standards applicable to its operations, and will establish and implement necessary measures to minimize its employees' risk of injury and illness in activities related to the Agreement. If the Contractor is conducting activities outside the United States of America ("US") under the Agreement, the Contractor will coordinate as necessary with appropriate government authorities and will obtain appropriate licenses, permits, and approvals. The Contractor will ensure that it and its officers, directors, employees, agents, and contractors (regardless of nationality) (i) avoid any action that violates or appears to violate any governmental rule relating to ethics and integrity, (ii) avoid any corrupt practice (for example, offering or accepting bribes), and (iii) avoid any fraudulent practice (for example, falsifying financial records). The Contractor will immediately inform APHL of any violation of this provision, and will cooperate with APHL in taking corrective action. APHL will have

the express right, in its sole discretion, to require cessation of all Work until these corrective actions have been taken by the Contractor.

- E. If either the Contractor or APHL determines that additional work might be desirable, the Contractor will prepare an estimate of (i) the scope of work required to complete the service and (ii) the projected cost (a "Quote"). If APHL and, if applicable, the Funding Source (as defined in the Work Order) find the Quote acceptable, APHL will prepare a written amendment to the Agreement. The Contractor will not perform the proposed additional work unless authorized by a written amendment to this Agreement.
- F. APHL may unilaterally order minor changes in the work that are not inconsistent with the intent of the Agreement. The cost or credit to APHL as a result of these changes will be determined by the Parties' (as defined in the Work Order) mutual agreement, and APHL will prepare a written amendment or an email modification to reflect this cost or credit. The Contractor will not perform any change in the Work without prior written authorization from APHL.
- **G.** In the event that the Contractor is an individual (and not a business or nonprofit entity, a governmental agency or unit or a partnership), the Contractor acknowledges and understands each of the following provisions.
  - i. The Contractor will implement its duties under this Agreement in an efficient, economical, and timely fashion. As an independent contractor, the Contractor has sole responsibility and control of the manner and means of providing the services required, including the right to determine the hours and sequence of its work.
  - ii. APHL neither has a legal or regulatory duty nor a contractual requirement: (a) to carry Workers Compensation insurance covering the Contractor or its employees; or (b) to withhold funds for Social Security, Medicare, income taxes, or unemployment insurance. The Contractor and its employees are not entitled to any benefits of employment that are offered to employees of APHL except if explicitly noted in the Work Order.
  - iii. The Contractor is responsible for all indirect expenses connected with the Contractor's services, including the costs of maintaining the Contractor's own office, equipment, and administrative staff.
- **2.** <u>Subcontracting and Subcontractors</u>. The Contractor will not subcontract its services under the Agreement without the prior written consent of APHL.
  - **A.** In the event that the Contractor desires to subcontract any portion of its services under this Agreement, the Contractor will make positive efforts to include small businesses and minority- and women-owned businesses as subcontractors. The required efforts include the methods outlined in Section 200.321 of the UAR (an electronic copy of which is currently available at

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321), and the following methods:

- i. Place small, minority, and women-owned business firms on bidders mailing lists;
- ii. Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services;
- iii. Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms; and
- **iv.** Use the assistance of the Minority Business Development Agency of the Department of Commerce, the Office of Small and Disadvantaged Business Utilization, Department of Health and Human Services ("DHHS"), and similar state and local offices.
- B. The Contractor will contract in its own name with each subcontractor under APHL-approved subcontracts. The Contractor is responsible for (i) coordination and review of its subcontractors' work, (ii) paying any compensation and reimbursing any expenses authorized by subcontracts, and (iii) ensuring that any work performed by subcontractors is performed in accordance with the terms of the Agreement.

# 3. Project Schedule.

- **A.** APHL has the right to request revisions to any Deliverable. The Contractor will complete all requested revisions to the satisfaction of APHL prior to the start of the next step of the project.
- **B.** The Contractor will promptly notify APHL of any situation which might interfere with the Contractor's ability to meet project deadlines.
- **C.** If a Party (as defined in the Work Order) fails to meet deadlines because of a matter beyond the Party's control, the Parties will work together to adjust the future deadlines accordingly.

## 4. Termination.

- **A.** APHL may terminate this Agreement or any portion of the Work in progress by written notice to the Contractor.
- **B.** Upon receipt of a notice of termination, the Contractor will immediately cease all work and will turn over all work product and work-in-progress to the Representative of APHL.
- **C.** In the event of early termination, APHL will be obligated to pay the Contractor only for work satisfactorily performed through the date of termination.
- 5. <u>Indemnification</u>. Unless prohibited from doing so pursuant to applicable law or regulation, the Contractor will defend and indemnify APHL against all claims, liabilities, damages, and expenses

(including reasonable attorney's fees) arising out of any act, omission, negligence, misconduct, or breach of the Agreement by the Contractor, its directors, officers, employees, subcontractors or agents while engaged in the performance of the Agreement.

# 6. Confidentiality.

- A. The Contractor will maintain in strict confidence any Confidential Information of APHL that the Contractor reviews, receives, or acquires in the performance of this Agreement. APHL will make efforts to clearly identify, preferably in writing, any Confidential Information. "Confidential Information" means, subject to the limitation set forth below: economic and financial information, information and materials obtained from interviews or surveys, membership and donor lists, business procedures, solicitation or contact methods and any other information regarding the business of APHL. Confidential Information does not include information that fits any of the following criteria:
  - i. the information is or becomes available from public sources through no wrongful act of the Contractor;
  - ii. the information is already in the Contractor's possession prior to the date of the Agreement without an obligation of confidentiality, except for information disclosed during discussions related to the Agreement;
  - iii. the information is rightfully disclosed to the Contractor by a third party with no obligation of confidentiality;
  - iv. the information is independently developed by the Contractor; or
  - v. the information is required to be disclosed pursuant to any court or regulatory order served on the Contractor.
- **B.** The Contractor may disclose Confidential Information to its accountants, counsel, and other financial and legal advisors with a need to know. If disclosure to a subcontractor is necessary in order to carry out the Contractor's work, the Contractor must obtain the subcontractor's agreement to abide by this confidentiality provision prior to disclosure.
- 7. <u>Insurance</u>. Unless prohibited from doing so pursuant to applicable law or regulation, the Contractor will (i) maintain with a reputable insurance company policies of insurance providing an adequate level of coverage for all risks which may be incurred by the Contractor as a result of its performance of the Agreement (including death, personal injury or loss of or damage to property) or (ii) be self-insured. Upon reasonable request from APHL, the Contractor will provide APHL with copies of such insurance policies or other evidence confirming the existence and extent of the coverage given by those policies.

- 8. <u>Conflicts of Interest</u>. The Contractor, to the to the best of its knowledge and belief at this time, certifies that either (i) there exist no relevant facts or circumstances which could give rise to an organizational conflict of interest ("<u>OCI</u>"), as defined in Federal Acquisition Regulation (FAR) Subpart 9.5 or (ii) the Contractor has disclosed all such relevant information, and that it will disclose any actual or potential OCI that is discovered. During the term of the Agreement, the Contractor will not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Contractor's obligations under the Agreement.
- 9. <u>Survival</u>. The obligations and rights of the Parties which by their nature would continue beyond the termination or expiration of the Agreement will survive beyond the termination or expiration of the Agreement and remain in full force and effect. These obligations and rights include those set forth in the Section entitled "Copyright & Intellectual Property Rights" in the Work Order and "Indemnification" and "Confidentiality" in these Standard T&C.
- 10. Impossibility. Either Party may terminate or suspend its obligations under the Agreement if performance of its obligations is prevented or delayed by an event beyond the Party's control and without its fault or negligence, including acts of war or the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, laws, regulations and orders of governmental authorities, and curtailment of transportation facilities. Upon this circumstance arising, the non-performing Party will promptly notify the other Party in writing and the Parties will negotiate in good faith to reach a resolution. The non-performing Party will not be liable for this delay or failure to perform its obligations, except there will be a pro rata reduction in the consideration that would otherwise be due.
- **11.** <u>Non-Discrimination</u>. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, genetic information, citizenship status, veteran status or any other classification protected by applicable law or regulation.
- 12. Governing Law. This Agreement is governed exclusively by the laws of the District of Columbia.
- **13.** <u>Governing Language</u>. In the event that all or part of the Agreement is produced in English and one or more foreign languages, this English language version of the Agreement is the official version and will govern if there is a conflict between this English language version and one or more of the foreign translations.

## 14. Dispute Resolution.

A. In the event the Maximum Compensation Amount (as defined in the Work Order) is equal to or greater than \$20,000, the Parties agree that the sole jurisdiction and venue for any litigation arising from the Agreement is the appropriate federal or district court located in the District of Columbia. The Parties hereby waive trial by jury in any action arising out of this Agreement. If a dispute arises,

the Parties will make a good faith attempt to resolve the dispute through dialogue and negotiation prior to pursuing court action.

- **B.** In the event the Maximum Compensation Amount is less than \$20,000, the Parties agree that any dispute arising from the Agreement must be settled by arbitration in accordance with either (i) the Commercial Arbitration Rules (if the Work is being conducted in the US) or (ii) the International Arbitration Rules (if the Work is being conducted outside of the US) of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Arbitration must be held in Washington, DC. If a dispute arises, the Parties will make a good faith attempt to resolve the dispute through dialogue and negotiation prior to pursuing arbitration.
- **15.** <u>Independent Contractors</u>. The Parties have an independent contractor relationship under this Agreement. The Parties do not intend for this Agreement to create any association, partnership, joint venture, or agency relationship between the Parties. Neither Party has the authorization or ability to legally bind the other Party to any contract, agreement, obligation, commitment or fixed or contingent liability with a third party.
- **16.** <u>Assignability</u>. The Contractor will not assign the Agreement, or any interest in the Agreement, without the prior written consent of APHL.
- **17.** <u>Successors</u>. The Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective permitted successors and assigns.
- **18.** <u>Sole Agreement</u>. This Agreement contains the entire agreement between the Parties concerning the subject matter of the Work Order. It supersedes all prior and contemporaneous oral and written understandings.
- 19. <u>Amendment</u>. Except as provided in the following sentence, no amendment of the Agreement will be valid unless in writing and signed by both Parties. In the event of a ministerial or non-substantive modification to the Agreement (such as a no-cost change to the Schedule of Deliverables), a Party may send an email to the other Party stating the terms of the proposed modification and, upon receipt of the other Party's email reply confirming the other Party's consent to such modification, the modification will be valid and will be deemed by the Parties to constitute a valid amendment under this Section 19.
- **20.** <u>Waiver</u>. A Party's waiver of a breach is not to be deemed a waiver of any subsequent breach of the same term or of any other term. No waiver will be valid unless in writing and signed by the waiving Party.
- **21.** <u>Severability</u>. If any provision of the Agreement is held to be invalid, the remaining provisions of the Agreement are not to be affected and will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy the invalidity.

- **22.** <u>Interpretation</u>. When used in the Agreement, the terms "include" or "including" are not limiting (such that the terms should be read as if stating "include without limitation" or "including without limitation" as applicable). Any reference to a plural item in this Agreement includes, when appropriate, a reference to the singular form of such item and vice versa. Any gender reference in this Agreement should be read to refer to the opposite gender or as a gender neutral reference as the text or context may require.
- **23.** <u>Section Headings</u>. The captions or headings in the Agreement are made for convenience and general reference only and may not be construed to describe or limit the scope or the intent of the provisions of the Agreement.
- **24.** <u>Drafting Party</u>. The Parties have participated jointly in the negotiation and drafting of the Agreement and each Party has had the opportunity to consult with, and to get assistance from the counsel and other advisors that Party deemed appropriate. In the event an ambiguity or question of intent or interpretation arises, the Agreement will be construed as jointly drafted by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of the Agreement.
- **25.** <u>Counterparts</u>. The Parties may execute the Work Order in counterparts, each of which is deemed an original and all of which taken together constitute one original.
- **26.** <u>Signatures/E-delivery</u>. A manually signed copy of the Work Order delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of the Work Order.
- 27. Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 prohibits contracting and using award funds with certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities). More information about this prohibition can be found at <a href="https://www.federalregister.gov/documents/2020/07/14/2020-15293/federal-acquisition-regulation-prohibition-on-contracting-with-entities-using-certain">https://www.federalregister.gov/documents/2020/07/14/2020-15293/federal-acquisition-regulation-prohibition-on-contracting-with-entities-using-certain</a>.

[End of Standard Terms and Conditions to APHL Work Orders]

# **EXHIBIT C**

# The Contractor's Proposal

See attached for the Contractor's proposal.

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# **EXHIBIT D**

# **FFATA Reporting Requirement**

Contractor/Award Recipient's Name:	Riverside University Health System - Public Health
Amount of Compensation (obligated amount):	\$75,000.00
Funding Agency:	Centers for Disease Control and Prevention (CDC)
Assistance Listing Number: See the definition of the "Cooperative Agreement" in the Work Order.	Cooperative Agreement Number NU600E000104 (Assistance Listing #93.322) with the Centers for Disease Control and Prevention (CDC) of HHS
Award Title Descriptive of the Purpose of the Funding Action:	See definition of the "Project" in the Work Order.
Contractor/Award Recipient's Location (Please include your ZIP+4 code):	Riverside, County of 4065 County Circle Drive Riverside, CA 92503-3410
Contractor/Award Recipient's Congressional District:	39th
Contractor/Award Recipient's Place of Performance:	Riverside, County of 4065 County Circle Drive Riverside, CA 92503- 3410
Contractor/Award Recipient's Place of Performance Congressional District:	39th
Contractor/Award Recipient's Unique Entity ID (SAM UEI)(12-character alphanumeric ID):	YXSZFGDUQUJ5
Contractor/Award Recipient's Unique Entity ID of Parent Organization, if applicable (SAM UEI): In order to determine whether you are required to provide executive compensation data, answer the following question(s):	YXSZFGDUQUJ5
1) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a SAM UEI, belongs) receive:	

		T	
a) 80 percent or r	more of your annual	No	
gross revenues	in U.S. federal		
contracts, subc	contracts, loans, grants,		
1996	or cooperative		
	, or cooperative		
agreements?			
b) \$25,000,000 or	more in annual gross	Yes	
300	U.S. federal contracts,		
	•		
92.2	oans, grants, subgrants,		
and/or coopera	ative agreements?		
If you selected 'Yes' fo	r both a. and b. in		
question 1 please go to	question 2. If you		
selected 'No' for either	or both a. and b. in		
question 1 you are don	e completing the form.		
2) Does the public have	access to information		
about the compensatio			
your business or organi	ization (the legal entity		
to which this specific Co	CR record, represented		
by a SAM UEI, belongs)	through periodic		
reports filed under sect	tion 13(a) or 15(d) of		
the Securities Exchange	e Act of 1934, as		
amended (15 U.S.C. §§)	78m(a), 78o(d)), or		
section 6104 of the Inte	ernal Revenue Code of		
1986, as amended (26 l			
If you selected 'Yes' to	M. C. Carriero Marine de la constitución de Carriero Carr		
done completing the fo	37)		
'No' to question 2 plea	200 per 1 - El 12 des references en el 18 base en perferencembre de la 18 d		
and total compensatio	3 5		
compensated executive			
	any other employees in		
management positions	):		
Name:		Total Compensation:	
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realite.		Total compensation.	

# APHL | Agreement #IC-3560

Name:	Total Compensation:

1. DATE ISSUED MM/DD 06/15/2020	except t	1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded			
2. CFDA NO. 93.322 - CSELS Partners	ship: Strengthening P	ublic Health Laboratorie	s		
3. ASSISTANCE TYPE Co	operative Agreement				
4. GRANT NO. 1 NU60OE0 Formerly	000104-01-00	5. TYPE OF AWA Other	RD		
4a. FAIN NU60OE000104		5a. ACTION TYPE	New		
6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY		
From	07/01/2020	Through	06/30/2025		
7. BUDGET PERIOD	MM/DD/YYYY		MM/DD/YYYY		
From	07/01/2020	Through	06/30/2021		

# DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention

2939 Brandywine Road Atlanta, GA 30341

# NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) 301&307\_PHS42USC241&242

#### 8. TITLE OF PROJECT (OR PROGRAM)

9a. GRANTEE NAME AND ADDRESS

Enhancing Public Health Laboratory Capabilities and Increasing Capacity

85 Sil	sociation of Public Health Laboratories, Inc. (THE) 15 Georgia Ave Ste 700 ver Spring, MD 20910-3477		8515 G Silver S Phone	c Blank Seorgia Avenue Spring, MD 20910-3477 2404852785			
	RANTEE AUTHORIZING OFFICIAL			AL PROJECT OFFICER ittany Dunigan-Willis			
	: Scott Jonathan Becker 15 GEORGIA AVENUE: SUITE 700			Clifton Rd NE			
	LVER SPRING, MD 20910			GA 30329-4018			
	ione: 240-485-2745		Phone	404.498.0824			
	A	LL AMOUNTS ARE	SHOWN IN U	SD			
11. APP	ROVED BUDGET (Excludes Direct Assistance)			COMPUTATION			00 700 000 00
I Finan	cial Assistance from the Federal Awarding Agency Only		To to total o	f Federal Financial Assistance (from			32,762,686.00
II Total	project costs including grant funds and all other financial participation		12 4 2 5 C 4 2 5 C 4 2 5 C 4 2 5 C 4 2 5 C 4 2 5 C 4 2 5 C 4	bligated Balance From Prior Budget			0.00
a.	Salaries and WageS	6,027,312.00	70.000.000.000.000.000.000	ulative Prior Award(s) This Budget F			0.00
b.	Fringe Benefits	2,290,380.00	00			32,762,686.00 32,762,686.00	
C.	Total Personnel Costs	8,317,692.00	14. RECOMM	IENDED FUTURE SUPPORT			52,752,555.55
d.	Equipment	0.00	(Subject to th	ne availability of funds and satisfacto	ry progress of the p	project):	
е.	Supplies	120,067.00	YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL	DIRECT COSTS
٥.	(200 P P 2000)	416,406.00	a. 2		d. 5		
f.	Travel	416,406.00	b. 3		e. 6		
g.	Construction	0.00	c. 4		f. 7	L	
h.	Other	5,034,538.00	15. PROGRAM ALTERNATIVES	INCOME SHALL BE USED IN ACCORD WITH 5:	ONE OF THE FOLLOW	NG	
i.	Contractual	14,657,744.00		DEDUCTION ADDITIONAL COSTS			b
j.	TOTAL DIRECT COSTS	28,546,447.00	c. d.	MATCHING OTHER RESEARCH (Add / Deduct Option) OTHER (See REMARKS)			
k.	INDIRECT COSTS	4,216,239.00	16 THE AWAR	D IS BASED ON AN APPLICATION SUBMITTE	TO AND AS APPRO	VED BY THE FEI	DERAL AWARDING AGENCY
l.	TOTAL APPROVED BUDGET	32,762,686.00	ON THE ABOVE OR BY REFEREN	TITLED PROJECT AND IS SUBJECT TO THE T NCE IN THE FOLLOWING: The grant program legislation The grant program regulations.	ERMS AND CONDITION	S INCORPORATE	D EITHER DIRECTLY
m.	Federal Share	32,762,686.00	d.	This award notice including terms and condition Federal administrative requirements, cost princi	ples and audit requireme	nts applicable to t	
n.	Non-Federal Share	0.00	prevail. Accept	re are conflicting or otherwise inconsistent p ance of the grant terms and conditions is ac ne grant payment system.	policies applicable to the knowledged by the gra	e grant, the abo	ve order of precedence shall s are drawn or otherwise
RE	MARKS (Other Terms and Conditions Attached -		No)				2

9b. GRANTEE PROJECT DIRECTOR

#### GRANTS MANAGEMENT OFFICIAL:

Ralph U Robinson, Grants Management Officer 2960 Brandywine Rd Mailstop E01 Atlanta, GA 30341-5509 Phone: 770-488-2441

17.OBJ CLA	<b>SS</b> 41.51	18a. VEN	DOR CODE	1521800436A1	18b. EIN	521800436	19. DUN	<b>S</b> 617077243	20.	CONG. DIST.	08
FY	ACCOUNT NO.		росим	ENT NO.		ADMINISTRATIVE CODE	Al	MT ACTION FIN ASST		APPROPRIATI	ION
21. a.	0-9211175	b.	20NU60	OE000104	c.	OE	d.	\$156,526.00	e.	75-	-20-0949
22. a.	0-9211388	b.	20NU60	OE000104	c.	OE	d.	\$67,414.00	e.	75-	-20-0949
23. a.	0-9212007	b.	20NU60	OE000104	C.	OE	d.	\$74,450.00	e.	75-2	20-0950

# NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. 1 NU60OE000104-01-00

F	Y-ACCOUNT NO.	T	DOCUMENT NO.		ADMINISTRATIVE CODE	T	AMT ACTION FIN ASST	T	APPROPRIATION
24.a.	0-921ZJJV	b.	20NU60OE000104	c.	OE	d.	\$892,500.00	e.	75-20-0950
25.a.	0-93900G4	b.	20NU60OE000104	c.	OE	d.	\$241,000.00	e.	75-20-0959
26.a.	0-93900ZV	b.	20NU60OE000104	C.	OE	d.	\$129,455.00	e.	75-20-0948
27.a.	0-939014P	b.	20NU60OE000104	C.	OE	d.	\$1,272,055.00	e.	75-20-0949
28.a.	0-939016R	b.	20NU60OE000104	C.	OE	d.	\$345,000.00	e.	75-X-0948
29.a.	0-93901AG	b.	20NU60OE000104	C.	OE	d.	\$41,878.00	e.	75-20-0950
30.a.	0-93901DG	b.	20NU60OE000104	C.	OE	d.	\$155,656.00	e.	75-20-0950
31.a.	0-93901FT	b.	20NU60OE000104	C.	OE	d.	\$1,367,000.00	e.	75-20-0959
32.a.	0-93901HK	b.	20NU60OE000104	C.	OE	d.	\$102,000.00	e.	75-20-0947
33.a.	0-939060J	b.	20NU60OE000104	C.	OE	d.	\$339,001.00	e.	75-20-0949
34.a.	0-93906N9	b.	20NU60OE000104	C.	OE	d.	\$95,000.00	e.	75-20-0949
35.a.	0-93907PM	b.	20NU60OE000104	C.	OE	d.	\$1,176,165.00	e.	75-X-0951
36.a.	0-93907PW	b.	20NU60OE000104	C.	OE	d.	\$991,294.00	e.	75-20-0951
37.a.	0-93907SG	b.	20NU60OE000104	C.	OE	d.	\$1,850,000.00	e.	75-20-0959
38.a.	0-939088D	b.	20NU60OE000104	C.	OE	d.	\$2,530,700.00	e.	75-20-0949
39.a.	0-93909RJ	b.	20NU60OE000104	C.	OE	d.	\$226,000.00	e.	75-20-0949
40.a.	0-9390AWY	b.	20NU60OE000104	c.	OE	d.	\$40,000.00	e.	75-20-0947
41.a.	0-9390CA0	b.	20NU60OE000104	c.	OE	d.	\$100,000.00	e.	75-20-0952
42.a.	0-9390CC0	b.	20NU60OE000104	c.	OE	d.	\$100,000.00	e.	75-20-0956
43.a.	0-9390E1D	b.	20NU60OE000104	c.	OE	d.	\$78,000.00	e.	75-X-0951
44.a.	0-9390E3M	b.	20NU60OE000104	C.	OE	d.	\$560,929.00	e.	75-X-0951
45.a.	0-9390E9V	b.	20NU60OE000104	c.	OE	d.	\$61,000.00	e.	75-20-0949
46.a.	0-9390EFW	b.	20NU60OE000104	C.	OE	d.	\$793,025.00	e.	75-20-0956
47.a.	0-9390EJM	b.	20NU60OE000104	c.	OE	d.	\$250,000.00	e.	75-20-0951
48.a.	0-9390EUT	b.	20NU60OE000104	c.	OE	d.	\$5,318,868.00	e.	75-20-0959
49.a.	0-939ZFWP	b.	20NU60OE000104	C.	OE	d.	\$196,000.00	e.	75-20-0951
50.a.	0-939ZREH	b.	20NU60OE000104	c.	OE	d.	\$50,000.00	e.	75-20-0958
51.a.	0-939ZRGR	b.	20NU60OE000104	C.	OE	d.	\$1,009,360.00	e.	75-20-0947
52.a.	0-939ZRKF	b.	20NU60OE000104	C.	OE	d.	\$74,450.00	e.	75-20-0950
53.a.	0-939ZRPR	b.	20NU60OE000104	C.	OE	d.	\$176,084.00	e.	75-20-0950
54.a.	0-939ZRQK	b.	20NU60OE000104	C.	OE	d.	\$50,000.00	e.	75-20-0950
55.a.	0-939ZRQQ	b.	20NU60OE000104	C.	OE	d.	\$60,000.00	e.	75-20-0950
56.a.	0-939ZRVU	b.	20NU60OE000104	C.	OE	d.	\$164,708.00	e.	75-20-0951
57.a.	0-939ZRWT	b.	20NU60OE000104	C.	OE	d.	\$1,000,000.00	e.	75-20-0951
58.a.	0-939ZSCH	b.	20NU60OE000104	c.	OE	d.	\$1,400,000.00	e.	75-20-0951
59.a.	0-939ZSED	b.	20NU60OE000104	C.	OE	d.	\$15,670.00	e.	75-20-0949
60.a.	0-939ZSHC	b.	20NU60OE000104	C.	OE	d.	\$70,000.00	e.	75-20-0949
61.a.	0-939ZSLY	b.	20NU60OE000104	C.	OE	d.	\$245,780.00	e.	75-20-0949
62.a.	0-939ZSSH	b.	20NU60OE000104	C.	OE	d.	\$582,000.00	e.	75-20-0956
63.a.	0-939ZSUV	b.	20NU60OE000104	C.	OE	d.	\$50,000.00	e.	75-20-0956
64.a.	0-939ZSWW	b.	20NU60OE000104	C.	OE	d.	\$6,410,718.00	e.	75-20-0959
65.a.	0-939ZTFM	b.	20NU60OE000104	c.	OE	d.	\$455,000.00	e.	75-20-0947
66.a.	0-939ZTGQ	b.	20NU60OE000104	C.	OE	d.	\$150,000.00	e.	75-20-0948
67.a.	0-939ZTPS	b.	20NU60OE000104	c.	OE	d.	\$75,000.00	e.	75-20-0950
68.a.	0-939ZVJC	b.	20NU60OE000104	C.	OE	d.	\$1,173,000.00	e.	75-20-0949

## **Direct Assistance**

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)		
Personnel	\$0.00	\$0.00	\$0.00		
Fringe Benefits	\$0.00	\$0.00	\$0.00		
Travel	\$0.00	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00	\$0.00		
Supplies	\$0.00	\$0.00	\$0.00		
Contractual	\$0.00	\$0.00	\$0.00		
Total	\$0.00	\$0.00	\$0.00		

# NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. 1 NU60OE000104-01-00

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)	
Construction	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	
Total	\$0.00	\$0.00	\$0.00	

# **AWARD ATTACHMENTS**

# Association of Public Health Laboratories

1 NU60OE000104-01-00

- 1. OE000104-01 T&C
- 2. SS FOUNDATIONAL LEADERSHIP
- 3. SS ENVIRON HEALTH
- 4. SSFWETD
- 5. SS INFECTIOUS DISEASES
- 6. SS INFECTIOUS DESEASES NCHHSTP
- 7. SS INFECTIOUS DESEASES NCIRD
- 8. SS INFORMATICS
- 9. SS NEWBORN SCREENING & GENETICS
- 10. SS PREPAREDNESS & RESPONSE
- 11. SS QUALITY AND SAFETY SYSTEMS
- 12. SS WORKFORCE DEVELOPMENT

## AWARD INFORMATION

**Incorporation**: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at

https://www.cdc.gov/grants/federalregulationspolicies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number OE20-2001, entitled Enhancing Public Health Laboratory Capabilities and Increasing Capacity, and application dated February 5, 2020, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

**Approved Funding:** Funding in the amount of **\$32,762,68**6 is approved for the Year 01 budget period, which is July 1, 2020 through June 30, 2021. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Cooperative Agreement

**Substantial Involvement by CDC:** This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO:

- Work with the recipient and provide technical expertise in support of project activities in each focus area
- Meet with the recipient's public health staff at least monthly and on an ad hoc basis via conference calls to discuss emerging issues, project progress, and future actions
- Provide access to technical guidance and training that will strengthen staff capacity relevant to implementation of all required activities of the program
- Provide guidance to recipient on data collection tools for data submission for monitoring and evaluation activities, performance measurement, and work plan development
- Provide technical guidance to recipient to improve the quality and effectiveness of work plans, evaluation strategies, products and services. For example, collaborate in assessing measurable progress towards meeting program outcomes, establishing measurement, and accountability systems for documenting outcomes, such as increased performance improvements and best or promising practices
- Foster communication, coordination, and collaboration between CDC, PHLs, partners, and other stakeholders of the public health system

- Work with recipient to identify and address challenges that may impede the success of the project
- Provide financial monitoring and negotiations to ensure proposed activities and resource allocations are in alignment with CDC's priorities, as well as guidance on budget submission template
- Facilitate national coordination of activities
- Ensure that established quality standards are met for training, guidance, and technical tools
- Develop compatible platforms that align with established PHLs systems and protocols
- Develop mechanisms for documenting and sharing lessons learned
- Collaborate in analyzing data and information collected, and in preparing written summaries and manuscripts for peer-reviewed and non-peer-reviewed publications and presentations, with CDC co-authorship, where appropriate
- Provide guidance and input on branding (i.e., co-branding and logo licensing) of
  products, services, communications materials, websites or other digital platform (e.g.,
  social media, mobile apps), or any other resource in which CDC is engaged in with
  recipient as part of this cooperative agreement
- Provide technical assistance to ensure products that are a direct result of this NOFO
  are made available in the public domain, for example: collaborate to compile and
  publish accomplishments, best practices, and lessons learned during the project period
  (possibly through conferences, guidance and material development, webinars, data
  sharing publications, electronic social media, participation in meetings, committees,
  conference calls and work groups).

Objective/Technical Review Statement Response Requirement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the CDC Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, August 1, 2020, will cause delay in programmatic progress and will adversely affect the future funding of this project. Note: Submit response in GrantSolutions as amendment type "Summary Statement/Technical Review Response".

**Key Personnel:** In addition to the Principal Investigator/Project Director identified in this Notice of Award, the application and work plan included individuals considered key personnel. In accordance 45 CFR Part 75.308, the recipient must request prior approval from CDC to change the following individual/position: **Authorizing Official/Business Official** 

<u>Budget Revision Requirement</u>: By August 1, 2020 the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date. **Note: Submit response in GrantSolutions as amendment type "Budget Revision".** 

**Expanded Authority:** The recipient is permitted the following expanded authority in the administration of the award.

☑ Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

**Program Income**: Any program income generated under this grant or cooperative agreement will be used in accordance with the **Addition** alternative.

<u>Addition alternative</u>: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

# FUNDING RESTRICTIONS AND LIMITATIONS

# Notice of Funding Opportunity (NOFO) Restrictions:

- · Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.

#### **Indirect Costs:**

Indirect costs are approved based on the negotiated indirect cost rate agreement dated October 23, 2019, which calculates indirect costs as follows, a Provisional is approved at a rate of 50.69% of the base, which includes, Direct salaries and wages including all fringe benefits. The effective dates of this indirect cost rate are from January 1, 2019 to December 31, 2022.

# REPORTING REQUIREMENTS

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under OMB Number 0920-1132, "Performance Progress and Monitoring Report", Expiration Date 10/31/22. The components of the PPMR are available for download at: <a href="https://www.cdc.gov/grants/alreadyhavegrant/Reporting.html">https://www.cdc.gov/grants/alreadyhavegrant/Reporting.html</a>.

# Recipient Evaluation and Performance Measurement Plan (required).

Recipients must elaborate on their initial applicant evaluation and performance measurement plan. This plan must be no more than 20 pages; recipients must submit the plan 6 months into the award. HHS/CDC will review and approve the recipient's monitoring and evaluation plan to ensure that it is appropriate for the activities to be undertaken as part of the agreement, for compliance with the monitoring and evaluation guidance established by HHS/CDC, or other guidance otherwise applicable to this Agreement.

Recipient Evaluation and Performance Measurement Plan (required): This plan should provide additional detail on the following:

#### Performance Measurement

- Performance measures and targets;
- The frequency that performance data are to be collected;
- How performance data will be reported;
- How quality of performance data will be assured;
- How performance measurement will yield findings to demonstrate progress towards achieving NOFO goals;
- Dissemination channels and audiences:
- Other information requested as determined by the CDC program;

## Evaluation

- The types of evaluations to be conducted;
- The frequency that evaluations will be conducted;
- How evaluation reports will be published on a publically available website;
- How evaluation findings will be used to ensure continuous quality and program improvement;
- How evaluation will yield findings to demonstrate the value of the NOFO; and
- Dissemination channels and audiences

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services Louvern Asante, Grants Management Officer/Specialist Centers for Disease Control and Prevention Branch 3

2939 Flowers Rd. South, Floor 2, Room 2222, Mailstop TV-2

Atlanta, GA 30341

Telephone: (770) 488-2835

Email: Lha5@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b)).

## PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to <a href="mailto:hhstips@oig.hhs.gov">hhstips@oig.hhs.gov</a> or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 1 of the Notice of Award must be known in order to draw down funds.

# **CDC Staff Contacts**

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

## **GMS Contact:**

Louvern Asante, Grants Management Specialist Centers for Disease Control and Prevention BRANCH 3 2939 Flowers Rd. South, Floor 2, Room 2222, Mailstop TV-2 Atlanta, GA 30341 Telephone: (770) 488-2835

Telephone: (770) 488-2835 Email: Lha5@cdc.gov

**Program/Project Officer:** The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

## **Programmatic Contact:**

Brittany Dunigan-Willis, Project Officer Centers for Disease Control and Prevention CSELS Public Health Advisor Division of Laboratory Systems 2400 Century Parkway NE, Mailstop V24-3 Atlanta, GA 30345 Telephone: 404-498-0824

Telephone: 404-498-082 Email: nfv9@cdc.gov

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

# **GMOContact:**

Ralph Robinson, Grants Management Officer Centers for Disease Control and Prevention BRANCH 3 2939 Flowers Rd, South, Mailstop TV-2 Atlanta, GA 30341

Telephone: 770-488-2441 E-Mail: <u>inp2@cdc.gov</u>

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: FOUNDATIONAL LEADERSHIP AND SUPPORT

Date Reviewed: 3/3/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU600E2020000075

Score: 75 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

- This application is for a NOFO concerning a 5-year cooperative agreement between CDC and the association of Public Health Laboratories. The APHL cooperative agreement with CDC is long-standing. As in past years, the arrangement is designed to allow flexibility for emerging needs, dependent for example on novel public health threats. Therefore, it is intentionally open-ended, yet is designed to allow specification of measurable outputs and outcomes. These are to be negotiated between CDC and APHL, first for Year 1, and later for subsequent years. The open-ended nature of the agreement creates some ambiguities about specific activities, and how they will be measured.
- This iteration involved some major redesigns, but essentially is intended to enhance capabilities and capacities of PHLs through strengthening of (1) science, management, and operations, (2) policy, partnerships and communication, (3) training and capacity building, and (4) laboratory quality, safety and informatics for PH testing service, surveillance and response. The NOFO describes 9 focus areas, the first being Foundational Leadership and Support, covered in Appendix A. As the name implies, this focus area is critical to assuring coordinated activities within the other 8 focus areas. APHL is member-driven and leadership flows from the Board of Directors (BoD), member-driven program committees, a Council of Chairs, senior APHL program directors, and related meetings/communications mechanisms. APHL will use a new CoAg Project Team (CAPT) that will coordinate work under the cooperative agreement. The Background describes their vision, based upon a logic model that addresses how the 4 focus areas described above will be implemented into broad strategies to achieve proximal and distal outcomes

## Other Relevant Comments

Overall, M&E is a major weakness and needs additional detail

## **Reviewers' Comments on Approach**

- It probably made sense to cover the APHL units GM, IR, PP, and Comms/Mkt under Foundational Leadership and Support because most are cross-cutting support functions
- Program reviews are mentioned, and this would be great internal self-evaluation, but details are scant (P1)
- The accounting and forecasting tools seem very useful, and interaction with CDC appears to be appropriate (P 3-4)
- APHL will begin "desk-side briefings" for health and science reporters. This sounds like a great idea, especially
  with national apprehension over COVID-19 (P20 S2.5.1)
- A detailed year one work plan with strategies, activities, performance measures, and responsible parties that align to specific program outcomes is provided

- The applicant has established CAPT to support effective organizational leadership, management, and coordination and to assess the performance of effective program implementation
- There is continual, regular communication between APHL's Chief Executive Officer and Chief Program Officer with the CDC project officer
- The applicant added "Leadership and Management" as PO-14 and IO-8 and added "Monitoring and Evaluation" as PM-15 and IO-9 to the outcomes proposed in the CoAg logic model

- Committees will submit progress reports to the BoD; At what frequency and how will reports be reviewed by the new CAPT? Will changes in Com priorities be conveyed to CDC? (P1 S1.1.1)
- The CAPT will only meet quarterly. It is unclear that this frequency might be increased nor based upon what evidence (P2 S1.1.1)
- Details on the new CA-MERS are unclear ("very sketchy") (P2-S1.1.1)
- The applicant will develop a centralized CA-MERS to collect, store, and report out work plan monitoring and evaluation data. CA-MERS will be evaluated annually, and improvements will not be implemented in the following year
- Although, it previously was stated that CAPT would meet quarterly, it is also stated that CAPT will meet at all bimonthly staff meetings and this will be an additional communication channel. Presumably, it is only that staff who are in CAPT (IR and Comms/Mrkt) will be attending staff meetings and they might exchange information in that context (P2 S1.1.1)
- Discussion of program implementation and how CDC will interact to approve work, leaves one wondering how it will work (P3 S1.1.2)
- When and how will CDC work plans be finalized? (P3-S1.1.2)
- It is mentioned that best practices and innovations are disseminated, and this constitutes "peer review"

  Thorough review would allow end users to comment on and potentially modify them. Does that happen? How does that make them better products? (P5 S1.2.1)
- APHL will ensure data quality and "share the data in a non-proprietary format..." What considerations have been given to who gets access and under what conditions? P6 mentions policies that may apply, but without clarity on the issues that pertain (P5 S1.2.3)
- What are likely candidates for the new strategic reports? (P8 S2.1.3)
- Who are the targeted users of the dashboards? (P8 S2.1.3)
- What are the timelines for the Economic and Social Impact project? (P9 S2.1.4)
- Participation in routine calls with CDC is mentioned. It is unclear how often these routine calls occur. Are they regularly scheduled or ad hoc? Who participates? (P13 S2.3.3)
- It is perplexing that Training and Workforce Development barely mentioned, but presumably IR and Comms will work closely with them (P21 S3.1/S3.3)
- Reporting will be annual and should be on a continuous basis

#### Recommendations for Section:

- Respond to the questions in weaknesses section
- Update reporting systems to be an ongoing effort to implement continuous improvements
- Evaluate the feasibility of achieving goals

# **Reviewers' Comments on Evaluation and Performance Measurement**

Strengths of Section:

APHL appears to have a clear plan to assess the impact of their new annual report (P16 – S2.4.1)

- APHL plans to have focus groups to collect qualitative information on various projects. These are summarized at the top of pg. 18. It wasn't clear, however, who will do these evaluations (P18 S2.4.1)
- Measures and goals are set for activities with anticipated completion dates and the responsible position/part are listed in the Y1 work plan
- Identified vacancies early in the workplan with a timeframe of hiring employees and setting expectations

- Who will create the metrics that CAPT will use?
- APHL has a history of regularly conducting surveys and these can be very helpful to the States and CDC programs. There is no mention, however, of what constitutes a successful story. Other than the response rate, how does APHL know that surveys were useful to stakeholders? How are surveys that weren't vetted properly or constructed appropriately identified so future surveys can be better constructed/implemented? In a similar vein, what metrics will be used to determine if the Member Resource Center is successful, likewise the Survey Resource Center, and Public Health Laboratory System Database. Increasing population by new states is encouraging, but how are the data being used? How can success be evaluated? (P3 S1.1.2)
- There are insufficient details on the performance plan. Also, who will do this new work? (P6 S1.2.4)
- How can the impact of position statements be measured? (P7 S2.1.2)
- How can the impacts of the strategic visualization dashboard and Member Resource Center be evaluated? The
  MRC has been problematic, so it would be best to see a plan that would be informed by data from intended
  users (P8 S2.1.3)
- How will impact of the Economic and Social Impact project be evaluated? (P9 S2.1.4)
- How will increased visibility be measured? (P10 S2.2.2)
- How will outcomes of existing and new policy partnerships be measured? (P10 S2.2.4)
- How will APHL know whether the information they provide is informative, timely, relevant and in a form that is accessible to the audience? (P11 S2.3.2)
- For survey processes and data repositories "CQI" will be done annually. By whom and using what metrics?
   (P12 S2.3.2)
- APHL will apply findings from the most recent member survey of communications practices to surface findings
  and it will prioritize recommended changes. It would be helpful to get a sense of their preliminary findings from
  the survey. It sometimes appears that APHL is already obtaining more data than they can digest (P10 S2.3.2)
- All the items listed under social media channels should have accompanying metrics to assess and improve their impact (P14 – S2.4.1)
- APHL should have a clear plan to assess the impact of their new annual report (P16 S2.4.1)
- APHL will review Communications products, but only on an annual basis as described here. This cannot really be called CQI (P19 – S2.5.1)
- It is unclear how some targets were selected as no context (e.g. previous performance, published best practices) was provided
- It is unclear how performance measurement findings will be used for continuous quality improvement of focus area activities. Because evaluation methods and targets are not well described it is hard to know what findings will be collected and how they will be implemented. The frequency of implementing changes is also unclear
- The work plans for Y2 Y5 provide minimal to no detail
- There is no background or explanation of the Plus Delta formative evaluation process
- Frequency of evaluation targets aren't identified and aren't frequent enough

#### Recommendations for Section:

- Respond to the questions in weaknesses section
- Make goals more specific and provide context for targets
- Evaluate performance data and implement improvements as frequently as possible/feasible

# Reviewers' Comments on Organizational Capacity to Implement the Approach

## Strengths of Section:

- APHL has demonstrated capacity to perform its mission admirably over the years especially since Scott Becker arrived. They have several world-class experts in various PH topics and a good "pipeline" of talented junior staff
- APHL will hire a Digital Media Specialist. We are aware that other professional organizations rely upon digital
  communications for enhanced outreach and these approaches require specialized expertise and metrics, but
  they can be very effective when used appropriately. This seems like a great move (P12 S2.4.1)
- APHL has had a version of this CoAg with CDC for over 30 years and has worked with nearly every Center at CDC
- APHL maintains relationships with other federal agencies, other labs, and state and local government public health agencies
- APHL currently has 125 full-time staff with various expertise and skills
- The Emerging Leader Program is a major asset that both helps develop leadership capabilities and encourages collaborative relationship building among the member laboratories

# Weaknesses of Section:

- There is only one staff person assigned to perform M&E. Thus, it seems difficult or impossible for APHL to collect
  and act on the metrics that will be needed to adhere to the new requirements. An org chart for the various
  committees, subcommittees and workgroups would have been helpful, especially to show lines of
  communication with the CAPT
- APHL will hire a new Data Scientist Science Senior Specialist. This person will have plenty of work, but it is
  unclear whether this person can meet the need for various new M&E metrics. Not clear if this is replacement for
  previous staff who moved on (P8 S2.1.3)
- Organizational charts per focus area were not provided
- No evidence was provided of working with outside partners, though it was mentioned often
- When explaining why outcomes were sometimes combined, the applicant states it has limited resources (Pg. 8 Background)

#### Recommendations for Section:

- Provide more detail as to the demographics of the participating laboratories in order to determine if there is adequate representation of the public health laboratory community or if targeted outreach should be done
- Provide organizational charts per focus area
- Consider if one FTE is adequate for all monitoring and evaluation work
- Consider adding additional targeted outreach and increase in communications

## Reviewers' Comments on Budget and Budget Narrative

## Strengths of Section:

- The proposed budget appears to be appropriate and realistic for the planned activities
- The applicant did propose to hire contractors, the required information was included
- Budget justification is detailed and comprehensive

- · Vast majority of funds are spent on salary, benefits and contract labor costs, with travel second
- · Supply costs are minimal

- Consider if any of the proposed labor contracts are of enough general utility to convert to full-time position for reduced overhead
- Review all contracts to identify staff that may need to be hired

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

#### SUMMARY STATEMENT – FOCUS AREA: ENVIRONMENTAL HEALTH

Date Reviewed: 3/3/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 93 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

• The Environmental Health (EH) focus area aims to support the protection of communities and individuals from harmful toxins and increase the capacity of laboratories doing this work. APHL has proposed to fulfill the focus area requirements through technical assistance and programming ultimately increasing the presence/impact of EH laboratories in public health systems. Specific EH activities listed included evaluating technologies, testing methods, developing guidelines, providing trainings and Communities of Practice. APHL has noted multiple committees, task forces and workgroups (Appendix B) to help facilitate the strategies and activities listed in Appendix B. A detailed Work Plan provided for both Year 1 and Years 2-5 show timelines, owners, evaluation and CQI standards, and measures to help give an overview for NOFO completion. Given the extensive history and experience with executing like cooperative agreements and its strong supporting documents, the proposed application shows great promise.

#### Other Relevant Comments

No additional relevant comments noted

# **Reviewers' Comments on Approach**

- APHL has a defined Cooperative Agreement Project Team (CAPT) that will monitor CoAg execution and
  evaluation, which shows a strong likelihood for APHL to complete the approach, given the designated individuals
  assigned to monitor progress
- APHL aligns the outcomes to support 1-2 strategies, which will increase the likelihood for completion
- Environmental Health Y1 work plan provided columns specifically titled to cover the requested areas in A
- Work plans outline the strategies and outcomes for the 5-year CoAg and aligns with the logic model and EH focus area
- APHL highlights the many opportunities to collaborate with CDC to balance both organizations' priorities when proposing and prioritizing projects
- APHL details approaches on the following relevant EH topics including: Lab Quality, Safety, Preparedness and Informatics for Public Health Testing Services, Surveillance, and Response
- Key EH partners are identified with monthly opportunities to engage labs on key initiatives, Opioids, Cannabis, EVALI, NBN, and PFAS, and action items are defined to satisfy strategies
- The work plan includes many activities to strengthen collaboration among PHLs and other stakeholders. The
  forums/engagements described in the work plan reach a diverse set of stakeholders at the national, state and
  local level
- Work plan activities describe multiple existing and plans for new dissemination channels to share information across stakeholder groups
- Activity includes the creation/maintenance of a national biomonitoring repository of data

 Proximal outcomes don't always seem to be associated with the correct strategies in the Y1 work plan and 5vear work plan

# Recommendations for Section:

- Enhance communications with Project Officers to ensure expectations are outlined and agreed upon
- Consider separating PO-2 and PO-5 to map to S3.1 and S3.3, respectively

# **Reviewers' Comments on Evaluation and Performance Measurement**

# Strengths of Section:

- Have a comprehensive data collection approach with a built in 6-month timeline to collect baseline data and an outlined plan to allow time for stand up and mindful data collection
- Proposed new system where process measures will be used to capture data on outputs and response times;
   outcome measures will be used to capture data to answer evaluation questions to help reduce duplication of reporting efforts
- Use of the DMAIC method that follows Plan-Do-Check-Act system will support continuous quality improvement
- Measures and targets are proposed for most activities in the Y1 work plan and 5-year work plan

# Weaknesses of Section:

- In the project narrative, there is only 1 dedicated FTE for all monitoring & evaluation (M&E) activities. It seems like APHL is unsure if they can fulfill all data collection and cannot confirm availability of data sources. APHL may want to sort through this on the front end and adjust expectations accordingly
- Based on the evaluation criteria, APHL did not identify where the M&E plan will tie to how it would evaluate overall impact of focus area activities
- APHL has not finalized monitoring and evaluation plans for this CoAg (e.g., project narrative). Instead, APHL proposes to finalize the M&E plans with CDC partnership and within 6 months of receiving the award

## Recommendations for Section:

- Develop a plan to track and organize data until CA-MERS system is fully operationalized and determine contingency plans if there are delays
- Submit a final M&E plan for the CoAg plan; changes can be made based on the CDC's input after reviewing the final M&E plan

# Reviewers' Comments on Organizational Capacity to Implement the Approach

#### Strengths of Section:

- The Project Narrative and supporting documentation (CVs, etc.) showed a lengthy and strong organizational capacity to implement the approach
- The deep-rooted knowledge and relationship with the CDC and relevant Environmental Health partners will prove beneficial in the execution of this cooperative agreement
- Scientific and technical programs align very closely with focus areas
- Dedicated Marketing & Communications and Policy teams and 125 full time staff
- APHL has had a version of this Cooperative Agreement with CDC for over 30 years and has built strong partnerships to carry out the NOFO
- Stable leadership familiar with vision/goals related to cooperative agreement
- Organization chart with 2 new positions listed demonstrates applicant's ability to address capacity needs
- Experience facilitating a variety of stakeholder forums
- CVs showcase experience with environmental health lab consultations, degrees specializing in environmental health related program areas, and environmental health publications, in addition to other relevant focus area related experiences

- Engagement with partners is heavily focused on conferences and meetings
- APHL's proposed work plan is heavily focused on engaging domestic partners, instead of looking for international engagement and partnerships

- Consider alternative events or ways of communicating to engage stakeholders instead of conferences and meetings (**Note**: creative, novel approaches may be more engaging by partners and stakeholders)
- Consider how EH issues can improve APHL's international network (beyond Canada and the EU) and increase their partnership reach around the globe

# **Reviewers' Comments on Budget and Budget Narrative**

# Strengths of Section:

- Extremely detailed itemized budget; detailed information pertaining to workgroup, stakeholder in-person interactions helpful. Provides justification for use of funds
- Budget is appropriate, realistic, and consistent with the strategies outlined in the focus area
- Activities involving contractors are described in detail

# Weaknesses of Section:

No weaknesses noted

# Recommendations for Section:

- Discuss the timeline for filling vacancies with Project Officers
- · Discuss impacts on project timeline if delayed

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT

FOCUS AREA: FOODBORNE, WATERBORNE, AND ENVIRONMENTALLY TRANSMITTED DISEASES

Date Reviewed: 3/3/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 87 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

- The APHL proposal on the focus area of Foodborne, Waterborne and Environmentally Transmitted Diseases aims to strengthen the following: policy, partnership, and communication (S2); training and capacity building (S3); and laboratory quality, safety and informatics for public health testing service, surveillance and response (S4). The proposal highlights the vital role of public health laboratories (PHLs) in detection, prevention, and control of these diseases and describes how APHL will work collaboratively with its members, CDC and other partners, and stakeholders. The proposal describes strategies and activities to sustain current programs and develop new programs to increase PHL capacity for testing, enhance integration of PHL activities within the national public health system, and evaluate progress in attaining focus area goals.
- The overall emphasis of this focus area is food safety with a secondary emphasis on water safety and
  waterborne diseases. There is a passing mention of environmentally transmitted diseases but no explanation of
  what this means. The focus is primarily on systems maintenance and improvement for systems that are already
  in place such as PulseNet, CryptoNet, and the Council to Improve Foodborne Outbreak Response.

## Other Relevant Comments

- Reviewers noted that the application only sparingly referred to the Environmental Health component
- Reviewers noted that there was no mention of fungi (Histoplasma, Blastomyces, Cocccidioides) as environmental diseases
- Reviewers noted that water activities were not prioritized. Subject Matter Experts clarified that most of the funding is provided from foodborne programs
- Reviewers noted that the target numbers presented did not appear to have adequate justification. CoAg
   Coordinators clarified that targets were set based on historic data, and the rates can be addressed or changed post-award

# **Reviewers' Comments on Approach**

- The strength of the approach is that the Applicant simply said they were going to do exactly what they were asked to do in the NOFO. The NOFO was so specific that there was little room to provide other responses other than the ones that were requested. What this means is that the overall work plan was very detailed and outlined the exact activities that were proposed to fulfill each of the criteria
- As described above, the work plan is incredibly specific, which allows transparency, especially regarding the specificity of the performance measures

- An exceptional number of trainings, SOPs, and proficiencies are proposed, and many of the participants are
  proposed to be strongly financially supported by APHL. This will go a long way towards workforce development
- Work plan on S2, S3, and S4 includes activities on food safety, outbreak response, environmental/water microbiology testing, PulseNet and whole genome sequencing, CaliciNet, informatics, and other priorities for the focus area
- Overall approach supports efforts to enhance capabilities and increase capacities of PHL to respond to foodborne, waterborne, and environmentally transmitted disease and process measures follow the SMART model
- Work plans included 3 strategy categories and multiple sub-categories in defining activities relevant to goals outlined in the NOFO
- Activities were designed to achieve twelve proximal outcomes within the first year and 7 intermediate outcomes during years 2-5
- Work plans identify specific and qualified staff tasked with accomplishing activities and strategies outlined in the NOFO and align with the logic model
- A clear explanation was provided when strategy categories were combined to reduce redundancies and improve
  efficiency
- Emphasis is placed on collaboration between stakeholders to ensure coordinated execution of NOFO strategies and activities and a balanced approach to PHL and CDC priorities

- Because the Applicant provided the answers that were desired there was no creativity in the description of the work to be performed
- The five-year approach was mentioned in the work plan but not really explored in the narrative. It could have probably been added to the narrative in some degree so that the projects are described as ongoing and incremental
- Much of the Y2-Y5 work plan is based on assessment of the first year work plan. Because of this, much of it basically states that APHL will respond to what they find based on Y1. While not wrong, it is difficult to assess and score. The rest of the work plan is a regurgitation of the 1-year plan. Again, while not wrong, difficult to score separately
- There is no mention of fungi (Histoplasma, Blastomyces, Cocccidioides) as environmental diseases in S 3.3.2, even though they are exclusively environmental
- · No mention of One Health initiatives
- No mention of antimicrobial drug resistance

## Recommendations for Section:

- Maintain the current structure, but be looking for areas of improvement
- Consider including specific activities in the final work plan to identify and address challenges in PHL capacity for detection and reporting of multi-drug resistant enteric/foodborne bacterial infections

# Reviewers' Comments on Evaluation and Performance Measurement

- Many of the performance measures involve engagement and evaluation by outside sources. This is a neutral evaluation of performance, as performance evaluation should be
- The applicant identified completion dates to performance measures
- The overall evaluation and performance plan is well designed to assess the performance and progress of specific activities and strategies outlined in the work plan focus area

- Development of the centralized Cooperative Agreement Monitoring and Evaluation Reporting System (CA-MERS) demonstrates a commitment to effective tracking and evaluation of monitoring and evaluation plan metrics to assess progress toward achieving focus area outcomes
- CA-MERS enables effective storing, archiving, and analyzing data related to monitoring and evaluation of program activities
- The plan includes a framework for quarterly internal review of evaluation metrics and annually in consultation with CDC
- The monitoring and evaluation plan addresses criteria outlined in the NOFO and prioritizes the Plan-Do-Check-Act approach to identify continued quality improvements to support activities that strengthen PHL capacity and improve public health response to foodborne, waterborne, and environmentally transmitted diseases
- Key evaluation questions were included to help guide process improvements and ensure performance measures are being met

- Sending people to a meeting is not a measure of performance. It would be better written if APHL described submitting proposals or abstracts as well as sending people (example: a junior person could attend with no participation and yet still meet the performance goal). Even though acceptance of proposals and abstracts is not guaranteed, it does at least provide a level of engagement
- In addition, much of the Y2-Y5 performance measures were TBD as they depend on a Y1 assessment
- Some targets for process measures in the Y1 work plan were not identified (pages 18-19, 21)

### Recommendations for Section:

- Work with CDC and partners to specify undetermined targets in the final work plan for year one
- Develop more holistic and robust performance measure
- Work with CDC to develop better performance measures
- Discuss anticipated barriers (APHL did not include any)

## Reviewers' Comments on Organizational Capacity to Implement the Approach

# Strengths of Section:

- The organizational chart and CVs were provided
- The proposal describes that APHL scientific and technical programs align very closely with the nine focus areas identified in the NOFO, and these programs support committees through which the majority of APHL's work is done. APHL has other programs to promote the public health contribution of its members to policy makers and stakeholders to get their support for U.S. health strategies
- Long-standing organizational partnership with CDC, demonstrating a proven track record of success in bolstering public health laboratory capacity
- Applicant's organizational structure is well positioned to receive and utilize funding to achieve outcomes bolstering PHL capacity in the area of foodborne, waterborne, and environmentally transmitted diseases
- Qualified staff and resources are available or will be hired to realistically address activities and strategies outlined in proposed work plans
- Extensive partnerships with key stakeholders in the PHL community and health sector demonstrates a reputation for credibility and history of successful collaboration

# Weaknesses of Section:

• Despite the extensive ongoing successful collaboration between CDC and the Applicant, none of the experience and success were leveraged to strengthen either the narrative or the work plan. There was little-to-no mention of the current infrastructure, nor a mention of the skillsets of the current staff

• Take advantage of APHL's numerous successes and tout the expertise of their staff to successfully sell the narrative and strengthen the argument that they have the skill and capacity to complete the work proposed

# Reviewers' Comments on Budget and Budget Narrative

# Strengths of Section:

- The budget was very specific
- The proposal includes an itemized budget and narrative, which are consistent with the stated strategies and activities
- The budget includes the required information for proposed contractors and consultants

# Weaknesses of Section:

• May be asking slightly over the maximum of budget

# Recommendations for Section:

No recommendations noted

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: INFECTIOUS DISEASES - NCEZID

Date Reviewed: 3/4/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 72 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

- APHL will work collaboratively with CDC to sustain current programs and develop new programs and activities
  that lead to improved public health laboratory testing and ehanced integration of public health laboratory
  activities within the public health system. APHL will: (1) actively promote the development of good practices
  within PHLs and facilitate the transfer of emerging technologies to its members, (2) foster open and transparent
  communications among its members, with CDC and other partners and public health stakeholders to inform all
  parties of the challenges and issues facing PHLs so that they may be addressed in a manner that enhances the
  capabilities and capacities of PHLs.
- The over-arching outcome of this CoAg is to assist PHLs in gaining the scientific and technical capabilities to meet
  the public health needs of their jurisdictions and in doing so, meet national health priorities to add disparities. In
  addition to collaborating with over 1000 members from state and local governmental public health,
  environmental and agricultural laboratories as well as CDC, APHL has approximately 125 employees in Silver
  Springs, Maryland.

#### Other Relevant Comments

Summary notes are separated by reviewer, as reviewers had different opinions on proposal scoring

# Reviewers' Comments on Approach

- Reviewer 1 identified the following strengths:
  - APHL has worked with CDC for 30 years
  - APHL is one of the "Big Four": CSTE, ASTHO, and NACCHO, as well as the Pacific Island Health Officials (PIHOA)
  - APHL provides a detailed one-year work plan for each focus area with strategies, activities, outputs, and performance measures that align to specific program outcomes
- Reviewer 2 identified the following strengths:
  - The Strategies and Activities chosen by the applicant represent critical needs to the Infectious Diseases focus area and ostensibly align with NCEZID program priorities
  - The applicant's Y1 plan provides a relatively detailed accounting of strategies, activities, outcomes, as well as actionable steps for task completion
  - The applicant's 2-5 Year Plan represents a realistic, flexible outline that can be further developed (over the next 6 months) in order to maintain and improve upon the Y1 plan

- The applicant appears committed to working collaboratively with CDC and additional stakeholders through committees, workgroups, and trainings to develop and distribute informed products and solutions, including test methods, guidance, and policies
- The applicant provides a general plan for coordination of priorities and efforts internally, with stakeholders, and with CDC

# Reviewer 3 identified the following strengths:

- To build a strong scientific leadership, APHL plans to maintain and further the infectious diseases committee and a series of subcommittees. And continue to support infectious diseases fellowship program
- In addition to general management activities, special emphasis was given in Y1 plan to public health important areas such as Advanced Molecular Detection, Antimicrobial Resistance, and Vector Borne disease
- Activities to implement and strengthen PHLs informatics solution were proposed to facilitate data exchange (\$4.1.1)
- Training courses and workshops were proposed for PHL laboratory staffs to enhance test capability for infectious diseases (\$3.3.1)

# Weaknesses of Section:

# Reviewer 1 identified the following weaknesses:

- APHL states they have worked with CDC for 30 years but does not provide or describe previous accomplishments. There is no baseline to compare the work plan and strategies listed
- What APHL will achieve with CDC and other health partners was stated in general, broad terms without specific scientific or public health goals and outcome measures
- There are no specific examples of previous accomplishments and measurements listed to compare those that will be achieved
- o There were no linkages to the APHL or CDC websites
- There is one general logic model (LM) for the entire proposal and does not provide details on infectious disease activities. The LM does not provide a specific description for what will happen in infectious diseases and how the related focus area activities link into infectious diseases and how these will be measured
- Number of conference calls will be an outcome measure which doesn't measure the actual impact
- Objective structure and outcome measures are not established based on SMART strategies. Most are not specific and measurable, except for the number of people on conference calls, attending meetings or workshops
- o The reference <a href="https://wmich.edu/evaluation/checklists">https://wmich.edu/evaluation/checklists</a> is unclear

# Reviewer 2 identified the following weaknesses:

- The applicant includes strategies and activities across many or all focus that were not initially
  prioritized in the NOFO and appendices. This inclusion may initially create confusion when assessing
  alignment with focus area and program goals
- The applicant has combined several strategies and proximal outcomes, which may lead to a loss of focus on specific priorities, and it may create confusion when attempting to assign activities and measure outcomes
- At least 9 activities are not represented in the applicant's infectious diseases narrative, however, many or all may be stated in the Y1 and Y2-Y5 plans. It may be difficult to fully interpret or judge the potential impact of these strategies and activities in the Y1 and Y2-Y5 plans without further strategy explanation in the applicant Appendix D Narrative
- Strategy S2.5 and S3.2 does not explicitly align with the Infectious Diseases focus area (and presumably program) priorities. This inclusion may create an additional workload that could drain resources from other Focus Area prioritized Strategies and Activities

- Reviewer 1 recommendation: Give examples of past work and ongoing work with quantitative and qualitative measures and measurable outcomes, as this would be beneficial information for evaluation
- Reviewer 2 recommendations:
  - Define how standardized Strategies and Activities, not explicitly requested in the NOFO or appendices, align with focus areas and programs
  - Ensure that outcomes are not lost, and priorities are not diluted when several are merged for efficiency by engaging the Centers and Focus Area leadership for clarity regarding goals and aims
  - Include and further describe the yearly plan's strategies and activities in the Project Narrative and/or Infectious Diseases Narrative Appendix D
  - Explain how and why proposed Strategies and Activities, that are not explicitly requested in the NOFO
    Infectious Diseases Focus Area, will not negatively impact the performance of other requested or
    suggested efforts
- <u>Reviewer 3 recommendation:</u> Modify strategy S2.4 to reflect using analyzed data to educate public and other stakeholders about the role of public health laboratories

# Reviewers' Comments on Evaluation and Performance Measurement

Strengths of Section:

- Reviewer 1 identified the following strengths:
  - APHL staff listed (CVs) indicate they have the capacity and staff skillsets to complete work
- Reviewer 2 identified the following strengths:
  - The applicant proposes to develop a centralized CoAg monitoring and evaluation reporting system (CA-MERS) based on monitoring and evaluation plans that account for process and outcome measures described. Such a system is highly desirable and, as stated in the Project Narrative, will guide cycles of learning and continuous quality improvement
  - The implementation of a standardized monitoring and evaluation approach should create efficiencies in both reporting and interpreting outcomes across all focus areas
  - Using data from CA-MERS, evaluation and continuous quality Improvement (through the DMAIC model) will be implemented yearly with feedback from CDC, technical monitors and (presumably) from the CAPT and applicant program staff
- Reviewer 3 identified the following strengths:
  - Quantitative measurements and targets (for example, % participation rate) were given, which make evaluations straightforward
  - The proposal described their approach to evaluate project progress, outcome measures, and targets for each activity

- Reviewer 1 identified the following weaknesses:
  - o APHL proposes a high-level plan that described a very high-level and uncomprehensive approach
  - The information provided was weak and didn't provide context around how they will evaluate progress in attaining focus area goals
  - Unable to determine how evaluation and performance measurement findings will be used for continuous quality improvement of focus area activities since the amount of public health and scientific data was nonspecific
  - Plans for monitoring the outcomes that lead to the overall impact of focus area activities in strengthening PHLs were not provided although there are plans to train. There was no competency evaluation for most of the training

# • Reviewer 2 identified the following weaknesses:

- The applicant proposes to address proximal outcomes that are not listed as priorities for the Infectious Diseases focus area; This may create an additional workload that could drain resources from other prioritized Strategies and Activities
- Only one FTE is dedicated for all monitoring and evaluation activities. This function is crucial for measuring outcomes and success, and thus CQI efforts may be less impactful and appropriate (this weakness also falls under the Organizational Capacity heading, however, points are assessed only in that category
- o It is not clear how initial targets for proximal and intermediate outcomes will be defined

# Reviewer 3 identified the following weaknesses:

 It is not clearly defined how findings from outcome measures in Y1 will be used for continuous quality improvement in the following years

#### Recommendations for Section:

 Reviewer 1 recommendation: Work with CDC to provide more detail on strategy, objectives, and measurement outcomes related to healthypeople.gov strategies for each area in the Evaluation and Performance Measurement section

#### Reviewer 2 recommendations:

- Explain how a focus on proximal outcomes not explicitly stated or suggested as NOFO priorities will fit
  into the existing project structure and/or benefit the Infectious Diseases focus area
- o Assign one or more additional FTE's to monitoring and evaluation activities
- o Further explain or propose how initial targets for proximal and intermediate outcomes will be defined
- Reviewer 3 recommendation: Propose follow-ups in case any target is not met

# Reviewers' Comments on Organizational Capacity to Implement the Approach

Strengths of Section:

- Reviewer 1 identified the following strengths:
  - Staffing support of state laboratories, the Big 3, and professional organizations is strong
- Reviewer 2 identified the following strengths:
  - With few exceptions, the organizational capacity of the applicant to achieve program outcomes appears to be sufficient to support all proposed strategies and activities
  - APHL existing infrastructure and personnel skills appear suited to most described tasks and strategies for strengthening PHL function (Project Narrative and CVs)
  - o APHL has clear, established, reciprocal relationships and history with numerous governmental and non-governmental agencies (e.g., CSTE, NACCHO, PIHOA, FDA, EPA, USDA.; Project narrative)
  - APHL's existing organizational structure, which mirrors the 9 focus areas in the current NOFO, supports a system of committees that is populated by representatives of the public health community, thus ensuring that they represent the interests of PHL's to CDC

# Reviewer 3 identified the following strengths:

- APHL proposed an appropriate organizational structure for infectious disease: Under the chief of
  executive officer, projects and managers were proposed based on natures of different infectious
  disease, i.e., Emerging and zoonotic disease; Respiratory disease or Chronic infectious diseases
- Senior staffs have strong public health background and successful international and domestic experiences to influence public health laboratories to enhancing capabilities of PHLs for infectious disease detection, monitoring and responses (Resumes)

 Based organizational chart and resumes provided, staff for infectious disease (14) have different level but relevant educations, skill sets and experiences; they can form an effective team to coordinate and manage activities related with infectious disease control and prevention

# Weaknesses of Section:

# • Reviewer 1 identified the following weaknesses:

- There were no specific strategies or specific projects indicating past successes on specific OR proposed outcomes to measure future success
- Specific challenges of the state lab were not mentioned except for (1) the rapid emergence of new disease threats, (2) the accelerating evolution in technology and testing methods, (3) the growing complexities in developing broad interoperability, and (4) improving data exchange between laboratory data systems, health information systems, and other data systems
- The effect the challenges that state lab's face were not described and how this funding might help resolve these issues was not described
- o There is no indication of APHL posted in various state PHLs across the country
- o There is no indication who the 5 state reference labs are or in what part of the country they are located

# • Reviewer 2 identified the following weaknesses:

- The overall responsibilities assigned to the Infectious Diseases Director for the NCEZID focus area are substantial and appear to warrant greater than 35% time (Y1 work plan and budget narrative)
- o Matt Gibbons is listed as a Responsible Party in the Y1 work plan, but his CV is not included
- The applicant has not explicitly detailed or provided evidence of working successfully with external partners and stakeholders
- Only one FTE is dedicated for all monitoring and evaluation activities and thus CQI efforts may be less impactful and appropriate

#### Reviewer 3 identified the following weakness:

o Provide available space information

#### Recommendations for Section:

# Reviewer 1 recommendations:

- List PHL challenges for reference
- Link specific examples of objectives such as: reduce inappropriate antibiotic use in outpatient settings, reduce hospital-onset Chloridoids difficile infections, reduce hospital-onset MRSA bacteria, increase the percentage of clinicians that can send, receive, find and integrate electronic health information from outside sources, increase the percentage of clinicians that have necessary information electronically available at the point of care, increase the proportion of persons that can view, download, and transmit their electronic health information

#### Reviewer 2 recommendations:

- Reevaluate the time commitment required on the NCEZID focus area for the Infectious Diseases Director and consider increasing the stated percent time commitment or increase the number of personnel assigned to Infectious Diseases Strategies and Activities
- Include the CV of Matt Gibbons
- Describe specific examples where the they have worked with external partners or stakeholders of PHL's toward tangible solutions or successful partnerships

#### Reviewer 3 recommendation:

Provide available space information

## Reviewers' Comments on Budget and Budget Narrative

# Strengths of Section:

- Reviewer 1 and 3 identified no strengths
- Reviewer 2 identified the following strengths:
  - The budget appears appropriate for the planned activities
  - o No obvious deficiencies were recognized based on the questions above

# Weaknesses of Section:

- Reviewer 1 and 3 identified no weaknesses
- Reviewer 2 identified the following weakness:
  - The position and title for 9 individuals listed in the Y1 work plan for NCEZID are not named or otherwise explicitly described in the Budget Narrative

# Recommendations for Section:

- Reviewer 1 and 3 had no recommendations
- Reviewer 2 recommendation: The applicant should include in the Budget Narrative the 9 individuals listed in the Y1 work plan that are unaccounted for

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: INFECTIOUS DISEASES - NCHHSTP

Date Reviewed: 3/4/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 81 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

• The NOFO works across nine different focus areas: A. Foundational leadership and support; B. Environmental health; C. Foodborne, waterborne and environmentally transmitted diseases; D. Infectious diseases; E. Informatics; F. Newborn screening and genetics; G. Preparedness and response; H. Quality and safety systems; and I. Workforce development. This review covers the Infectious disease section, which is further broken down into disease areas. Specifically, this review is focused on the activities under the realm of the National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention (NCHHSTP). These activities are divided by the applicant into: HHST Management Activities (this applies across ID), HIV activities, Viral hepatitis activities, STD activities, and Tuberculosis activities.

#### Other Relevant Comments

· No additional relevant comments noted

## **Reviewers' Comments on Approach**

- Throughout the work plan (across all disease areas) there are similar activities that stress collaboration among PHLs, CDC, and relevant governing and subject matter bodies. There are also emphases put on workforce training and continued quality assurance
- APHL provides a narrative along with a detailed work plan for Y1 as well as Y2-Y5. The work plan is specific to NCHHSTP activities
- Each disease area will have an independent ID subcommittee maintained by APHL
- The work plan is detailed and includes specific activities, target completion dates, staff responsible, and related measures
- Emphasis on continued communication both with CDC partners and external partners
- Hosting of national webinars approach is sound and appears to be based on previous experience
- Well defined tools and techniques for QA in non-clinical settings (ready set test, along with new resources)
- Approach to identify HIV funding opportunities is well balanced between specialized approaches for PHLs and also a more comprehensive, high level approach for all partners
- Viral Hepatitis HCV workshop is in conjunction with APHL annual conference and minimizes travel needs and maximizes efficiency/resources
- Focus training on gonorrhea culture and detection methods to identify largest training need and areas that provide most "bang for your buck"
- Plan to share communication materials, testing information, etc., across the TB community
- Provides specifics about certain groups/partnerships and narrative includes specific organizations/groups for relationship building and collaboration

- The narrative does not detail NCHHSTP specific activities
- In Y2-Y5 work plans, the S2.2/S2.3 activities are duplicates of the Year 1 activities
- There is a lack of evolution in activities over the project period; activities are vague and very high level
- There are many activities duplicated across all disease areas with lack of specification /customization based on disease area
- In the HIV activities Informatics "retaining staff" does not seem to be an effective activity on its own
- Unclear who the TB lab web portal will be for and additionally, the LWP will benefit many diseases areas for electronic test ordering and reporting, so why is it solely placed under TB activities?
- Similarly, why is the activity to explore informatics solutions to share WGS data only included in the TB section? Ideally these informatics activities would be conducted and managed across disease areas instead of within one
- APHL describes tool and guidance for HIV testing, Hep C testing and STD testing as "non-clinical"

## Recommendations for Section:

- Consider further details/specification on generic activities that are duplicated across all disease areas. Additional
  detail would help the reviewer understand how the applicant will successfully implement these activities across
  the unique disease areas
- Additional detail, even if tentative or draft, in the Y2-Y5 work plan would assist in understanding the longer-term vision and roadmap the applicant has for the activities
- Defining some objectives of the external partner meetings would be helpful
- Reword to be specific for non-clinical testing and not use pathogen testing that is seen as clinical in nature (i.e., HIV testing, Hep C testing and STD testing)
- Be more specific on engagements and identify goals to these engagements

# Reviewers' Comments on Evaluation and Performance Measurement

#### Strengths of Section:

- The work plan includes process measures that are clearly relevant to the activities
- The process measures appear easy to be tracked and are objective measures
- Process measure targets appear attainable, while also being relatively aggressive (e.g., 10 teleconferences and 1 in person meeting for the HIV and viral hepatitis sub-committee)
- The process measures contribute to the overall outcome measure
- Infectious disease sub-committees are consistent across disease areas possible provides a place for comparison/tracking each disease area alongside the others
- At least 4 communications to all PHL's and two infectious disease assessments yearly
- Work plan includes process measures that are clear to track, have targets that are attainable but aggressive, and contribute to outcomes
- Identified sub-committees for overall focus area

- Some of the process measure targets for S2.2/2.3 seem low (e.g., 1 abstract submission, comment on 1 regulatory issue)
- Viral Hepatitis some of the targets for the process measures were not determined in the application -number of specimens submitted to repository; "successful execution of the study design" is difficult to measure; target is TBD. The same is true for some of the STD performance measures (total number of specimens submitted; successful completion of the study)

- Gonorrhea Culture and Detection Methods training will be measured based on "representation from PHLS with
  greatest training need" how is this determined? This appears to be relatively subjective. The same is true for
  trainings across other disease areas (e.g., Diagnostic Microbiology training)
- Measuring percent positivity would not be a good indicator to measure for maintenance of a NAT reference center
- APHL proposes to maintain 9 webpages for Marketing and Communication. At CDC the layers of pages
  associated with any pathogen can be numerous. If the content is static, then maintaining the webpages is
  nominal at best. However, maintaining webpage content on nine different topics takes deliberate effort even if
  the overall content is static
- APHL will support development and delivery of performance evaluation panels in instances where proficiency
  testing panels are not available from existing commercial sources. If APHL has an existing vendor or series or
  vendors/partners that can provide these services that should be stated up front
- In regard to transmitting data pipeline, how will APHL ensure that the "pipeline for transmitting data from commercial" entities will meet the continuously changing technology and standards for transmitting data?
- Not all targets are built out and aggressive/realistic
- Measures aren't tied to actual metrics so hard to measure metrics
- Some targets are subjective
- Did not identify how they are going to measure and identify standards

- Strengthen some of the process measures that appear to be difficult to objectively measure
- Revise the scope of the PHL communication, so the workplan and narrative read how a broadcast email could be construed as a communication going to all PHL's
- Specify whether APHL is maintaining topic specific webpage content on simply nine different webpage layers
- Add continual assessment needs to S4.1.4 and the objective statement for this section
- Identify any information that depicts supply chain with vendors and partners

## Reviewers' Comments on Organizational Capacity to Implement the Approach

# Strengths of Section:

- The application includes CVs for relevant staff as well as a very high-level organizational chart
- Staff can be matched from the work plan and budget to the CVs included with the application
- Previous experience clearly benefits APHL in continuing to work with PHLs across the country across all disease areas
- Existing relationships and collaborations will continue to benefit PHLs
- Existing meeting structures, conferences, communication infrastructure, etc. will be able to maintain and re-use majority of ongoing efforts

## Weaknesses of Section:

- Would benefit from more detail in the organizational chart, including staff names
- Not able to find the CV of some key staff in ID section (e.g., Yazmeen Tembunde)
- S2.3.2 narrative suggests APHL will serve as a main POC for communication to PHLs. They stress the many forms
  of communication; however, they fail to address plans for a more coordinated approach for communication as
  opposed to communication coming from many angles
- There is no description of why APHL is self-qualified to nominate or what is the process whereby the most "qualified representative advisors"
- Non-detailed tools list and no tool examples were given

## Recommendations for Section:

• Streamline communication efforts and include coordination between stakeholders in communication strategy

- Define the process whereby the nomination of qualified representatives occurs
- State what the needed assistance (e.g., abstract reviews, meeting presenters) is specific to APHL meetings
- State the 12 webinar topics and whether the topics are based on the evolving needs of the day

# Reviewers' Comments on Budget and Budget Narrative

# Strengths of Section:

- The budget ties back to the activities proposed in the work plan
- The personnel section of the budget clearly defines the position title and name, annual salary, % time, months, and amount requested
- The total personnel are also broken out by NCHHSTP disease area
- A description and justification are provided for all personnel requests. Justifications include percent time divided by disease area
- Personnel request includes fringe and indirect costs
- Travel requests are clearly broken out by conference/meeting. Additional justification further breaks down the cost of each trip and justification for each one
- Project management software and Zoom costs are broken up across disease areas
- Additional information is provided on all proposed contracts as required

# Weaknesses of Section:

- Unclear why some costs are included in the "other" category (e.g., travel across all disease areas, supplies)
- Unclear what the difference is between the TB informatics contractor vs the LWP maintenance contract with Ruyos
- The LWP only included in the TB section. The LWP will inevitably affect and benefit more than just the TB program

## Recommendations for Section:

- Consider transposing the budget into Excel rather than Word
- Include the LWP in sections other than TB, similar to cost sharing for other solutions that are included in the budget



# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: INFECTIOUS DISEASES - NCIRD

Date Reviewed: 3/4/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 92 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

 PHL and CDC recognize that PHLs face serious challenges in developing and sustaining their capacities and capabilities. Challenges include the rapid and constant emergence of new disease threats, the accelerating of technology evolution, and growing complexities in developing improved secure data exchange. To meet these challenges, PHLs must ensure a competent work force that assures high quality testing and analysis and safety, all in a background of persistent fiscal challenges. For focus area Infectious Diseases (ID), the strategies and activities outlined in the narrative are: 2) Policy, partnership and communication - via maintaining organized group of ID experts in subcommittees (HIV, STD, NGS, etc.), convening information exchange forums for best practices and for emerging ID, strategic partnerships to promote the role of PHL in disease detection and control, promote national, state and local academic and non-clinical outreach collaborations, etc., serve as contact, coordinate and share data on test performance; Education of the public and stakeholders - via developing materials and educating leadership; 3) Training and capacity building - identify needs and conduct activities via webinars, workshops (TB, vector-borne, Legionella, rabies), conferences, etc. and supporting training fellowships; 4) Lab quality, safety, preparedness and informatics for PH surveillance and response – via developing and implementing informatics specifically in capabilities related to influenza, AMR, TB, vaccine preventable diseases, respiratory viruses and AMD. Develop solutions to ensure data exchange and interoperability between government agencies and partners. Informatics area narrative is a separate focus area from the ID one, but the areas do overlap.

#### Other Relevant Comments

- NCIRD's part includes an international component and APHL failed (reviewer thought) to identify international
  activities. Original amount included international work/component/activities, that APHL didn't include in their
  application. NOFO says to ask to report about APHL's international partnerships, APHL failed to narrate about
  their international partnerships and projects
- APHL has an international flu response (it may be included in training or a different FA)
- APHL did include international activities in Y1 work plan (flu surveillance and response)
- Sample repository; program needs to determine how repository will be used (CDC weakness) (tertiary review comment) Why are we maintaining the repository if APHL isn't utilizing it? Repository isn't scaled correctly yet

## **Reviewers' Comments on Approach**

- Developed clear year 1 and year 2-5 plans in each of their focus areas
- Each strategy is followed by thoroughly developed activities that can strengthen the communication between CDC and public health labs

- Addressed different issues, including collaborations, forums, strategic partnerships, communications, increase in
  PHL participation in CDC committees, serving as a principal point of contact for PHLs to distribute infectious
  disease communications, sharing new test and data algorithms, coordination of information sharing, education
  of public, tool and resource information sharing, identifying workforce and training needs, advanced molecular
  detection workshops, convening national conferences, provide training on best practices in the laboratories
  (CLIA), develop integrated information systems for data sharing between government agencies and partners,
  implement use of alternative data sources for ID surveillance, improve laboratory quality and safety practices,
  identify and address new commercial assays and tools at CDC intended for PHL implementation
- All responsible parties identified and tasked proportionally
- Very strong focus on communication
- APHL's proposed activities for Strategy 2 (Policy, Partnership, and Planning) are a strength for the application
  and overall program specifically with respect to strengthening collaboration with clinical and commercial
  laboratories and developing annual ELC guidance for PHLs (year 1 and 2-5 work plans)
- APHL's proposed activities for Strategy 3 (Training and Capacity Building) are a strength, relative to the
  maintenance of fellowship programs for the PHL workforce in ID; the applicant is one of the few organizations
  that has the capacity and technical expertise to support such programs
- Applicant includes an activity specifically addressing the alignment of expectations among partners for influenza informatics and the discovery process
- The applicant includes contingency planning in the event of contractor workforce changes ensures limited disruption to work plan progress (reference, S4.1.2.1.1, year 1 plan, p. 25 but other mentions elsewhere, too)
- Aggressive timeline and strategies to address exchange of sequence data (embedded PDFs to current data streams) is a strength (Strategy S4.2)
- Advancement of data exchange practices is needed
- The applicant recognizes the need for flexibility relative to new methodologies and has activity plans in place to adopt new or in-demand methods (p. 42, S4.4.1, and similar strategy activities for other sub-focus areas)
- Relative to respiratory bacterial diseases, the applicant proposes to increase awareness and engagement with clinical lab partners for submission of original specimens (critically important)

- Science, management and operations seem to be merged with policy and partnership
- The deadlines (June, 2020) for some of the activities too close to prospective award date
- Unsure why NCIRD is listing pathogens like HCV, and HIV, and TB, which are not a part of their testing repertoire
- In the year 1 work plan, the external partner/stakeholder engagement seemed limited to CSTE (aside from CDC and PHLs); however, would APHL liaise with other partners such as CLSI, ASTHO etc?. In the overall Appendix D ID Narrative (p. 2; S2.2.4 and S2.2.5) there was mention of additional partners that would likely provide beneficial collaboration to NCIRD activities, such as CLSI and ACLA, given the scope of proposed activities in the work plan
- The applicant described an international influenza training course activity based on needs assessment results (p.22, S3.1/S3.3.3), but there is no information about the needs assessment which could have great bearing on the type of training, scope, approach, etc. It's unclear whether this needs assessment is part of the NOFO or covered through a different focus area (e.g., workforce development?). Identifying training needs is part of the overall strategy, but there were no specific activities included to address that part
- For activities related to S.4.1.4, the TA approach listed is cohort-based, which is reasonable and understandable. However, there will likely be lagging labs, and in these contexts, cohort TA can often under-deliver

• For S4.3.2, the ID Narrative specifically cites work plan activities relative to influenza, pertaining to FDA clearance of CDC assays (p.10 on the narrative); these activities are not listed in the corresponding workplan section of S4.3.2 (p. 32 of year 1 work plan)

# Recommendations for Section:

- Delineation between science/management and policy/communication would facilitate the evaluation process and help identify redundancy in activities more clearly
- Clarify why the applicant is using other than NCIRD pathogens
- Consider including a more comprehensive mention of intended collaborators
- Provide additional clarity relative to needs assessments for trainings or other topics
- Consider mentioning contingency TA plans for labs that may not respond to cohort-based TA
- Include in year 1 work plan, under S4.3.2, the appropriate activities for FDA clearance of influenza assays as cited in the ID Narrative
- Consider a reference to the target audience(s) for these promotions as that would provide better clarity regarding the scope of the proposed activity, when mentioning survey promotion activities
- Consider audiences when promoting events expand scope to meet the most appropriate audiences. For example, p. 52, S2.4.1, the work plan indicates an activity to promote an event to APHL members re: encouraging the submission of original clinical specimens for public health testing. But wouldn't this event also be applicable (and perhaps most suitable) for partners in the clinical lab setting? However, the activity/promotion is limited only to APHL membership

## **Reviewers' Comments on Evaluation and Performance Measurement**

# Strengths of Section:

- Outcome measures are measurable and there is a plan for monitoring and evaluation of statistics to develop strategies for improvement
- Clearly divided by person, so that everyone knows what their duties are
- Evaluation and performance using tried and true monitoring and evaluation plans, aligned to existing well documented checklists (e.g., Western Michigan University, CDC Evaluation plan templates)
- For the majority of process measures, defined targets are provided even in instances where it is/may be difficult to assign such a specific target goal
- Outcome and process measures are well-aligned with activity statements/objectives; it is clear the applicant
  has a plan to achieve a certain objective and has thought through metrics with which to measure success or
  completion
- Applicant aims to move a large number of PHLs into production with HL7 2.5.1 for influenza test data messaging, with an aggressive timeline – the commitment to migrating PHLs to current data standards as quickly as possible is admirable (reference p. 24 of year 1 plan, S4.1.2)
- Applicant proposes a (needed) aggressive approach for data modernization practices, relative to respiratory viral diseases (p. 46, S4.1.1)
- Applicant selects targets of critical importance, such as the production of a Legionella testing strategy document (p. 53, S2.4.2; just one example) the focus is on high yield, high efficacy deliverables
- Applicant recognizes the need to serve as a moderator for communications between CDC and Legionella diagnostic testing evaluation sites; this coordination effort is critical to ensure effective communication and information dissemination among partners

- Checklists in the document were found as html links
- Not clear what happens if the targets are not met at any step

- For some outcome process measures, the targets are clearly stated, but it's unclear how those targets could/would be measured. For example, p. 6 (year 1 work plan), strategy 2.5, the applicant lists 70% of members will be aware of updated guidance documents, and 33% would have used one or more products. It's a great target, but how does APHL plan to measure this?
- NCIRD management, strategy 3.1/3.3 (year 1 workplan, p. 8) the process measure listed is the number of trainings prioritized. Ideally, the application would also include a measure for, or mention of, training identification, and the target would be focus on prioritization. Or is it a matter of phrasing e.g., identify x number of trainings to prioritize? Difficult to understand how one would prioritize trainings that have not yet been identified as a need. This may just be a matter of rephrasing for clarity
- There are a few instances where a measure's target is "to be determined". This is understandable for a 2-5 year work plan, but for the immediate workplan there should be some semblance of a goal or ideal that the applicant is working towards
- Applicant proposes to facilitate maintenance of a VPD specimen repository (S4.2.2, p. 40); the term "maintenance" suggests this repository is already established, thus there should be a general idea of submission volume based on previous activity. For the related process measure, the target is "to be determined". This then seems like a moving target there should be a way to estimate a target based on previously documented testing volumes. If the applicant anticipates lower submission volumes, then perhaps the activity should also include promotion. It was unclear why/how there couldn't be a feasible target for this process measure

- Embed HDML evaluation plan into document instead of an html link
- Define what happens if targets are not met in some areas
- Strengthen focus of process measure targets by including the target audiences for information dissemination (i.e., 1-year work plan, p. 4, S.2.2/2.3.6 the applicant plans to comment on regulatory issues, but what is the target audience for these types of communications?)
- With respect to the clarity of target measures (reference 2nd bullet under weakness), consider providing a
  blanket statement in the narrative or elsewhere that APHL member uptake, use, etc. of products or
  communications would be determined by survey, focus groups, etc. (or however the applicant plans to ascertain
  consumption/use of materials)
- With respect to the weakness noted in the 3rd bullet, provide additional clarity in phrasing or add an additional measure to speak to the need for identifying needed trainings that could then be prioritized
- In reference to anticipated knowledge gains (i.e., 10% knowledge gain in wet workshops, year 1 p. 21), consider providing clarifying language to discern whether that anticipated gain is in general, across the cohort, or relative to the previous year's knowledge gain (e.g., 10% increase over previous year's gain). Particularly if the training group are already SMEs, the relative context of 10% (or whatever percentage) would be helpful to mention
- Provide some idea of a target for process measures there should be some goal to which the applicant aims (or
  if it truly cannot be determined, provide a rationale as to why)
- Use previous VPD specimen submission metrics to develop a year-one target for submission to the specimen repository

# Reviewers' Comments on Organizational Capacity to Implement the Approach

- Thorough description of the organizational capacity that historically corresponds well to the needs of the required focus areas
- Extensive list of collaborations with agencies, states, and stakeholders
- Applicant's workforce is highly skilled with years of experience, both collectively, but also on an individual basis
- For some departments (i.e., informatics group), there is a good depth of staffing which helps to provide assurance of productivity and efficiency given the heavy workload of some activities

- No data about capacity abroad as per the NOFO
- No specific examples about the successful partnership and influence of AHPL
- it is understood that the ID Director, Kelly Wroblewski, bears perhaps the greatest responsibility and accountability for the work plan, but there is a great number of tasks assigned to her or contingent upon her completion. Reviewers may presume that some tasks would be delegated to the director's more junior support staff those who are not identified as managers (i.e., specialist), but this is unclear

# Recommendations for Section:

- Update and include specific success stories examples
- Strengthen organizational capacity by adding additional detail on general job duties or roles/responsibilities of staff indicated on the provided org chart, particularly any that might directly support the director in some or any of her assigned tasks

# **Reviewers' Comments on Budget and Budget Narrative**

# Strengths of Section:

- The budget narrative was very thorough and appears to cover all foreseeable expenses needed to accomplish the objectives
- Appropriate information was included for contractors and consultants. Percentage dedicated time estimates seemed reasonable and provided helpful additional context

# Weaknesses of Section:

- Hard to reconcile all the categories and understand the totals
- Information about the contractors and consultants provided, but not sure if it was sufficient as per NOFO requirements

# Recommendations for Section:

Present Budget in Table format rather than free text and outlines

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: INFORMATICS

Date Reviewed: 3/3/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 87 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

• The Informatics focus area in the RFA "Enhancing Public Health Laboratory Capabilities and Increasing Capacity" aims to develop and implement informatics related solutions and standards to improve data exchange and interoperability. The activities conducted in this focus area will generate specific proximal and intermediate outcomes and lead to improved public health lab capabilities and capacity.

#### Other Relevant Comments

• One consideration to note is sequencing may be addressed in other focus areas and it doesn't necessarily need to be addressed solely in the informatics focus area

## **Reviewers' Comments on Approach**

### Strengths of Section:

- Aims to implement universal case identifiers to link epi and lab data, which is crucially needed and will greatly improve public health responses (S2.2.1.2, WP 1, P7)
- Developed a vision and recommendations for PHL informatics, information systems, and integration with partner organizations that aligns with CDC Data Strategy (WP 2-5, P10, S4.1.1.1)
- Activities encompass each of the three relevant strategies with work building across the five years
- Proposes work with multiple components that works to establish, continue, and improve relationships between
   lab and epi to achieve interoperable informatics solutions through policy, workforce, and technical activities
- Proposed work that builds upon existing technology and systems to modernize solutions to be more efficient (e.g., FHIR, containerization)
- Grouping and assignment of proximal and intermediate outcomes to each strategy, with additional sections provided by the applicant to fill in gaps
- Detailed work plans provided, with granular view of planned themes and activities, and target dates listed
- Commitment to documentation, accessibility of code repositories, system architectural diagrams, and data usage agreements

- There are lot of acronyms that are not spelled out and it is difficult to determine their meanings
- The informatics focus area does not specifically address informatics solutions that are needed to address
  sequencing based programs such as PulseNet. Sequencing based diagnostics will become more and more
  important in the future and CDC needs to be sure the informatics capability of public health labs is adequate

- The WP 2-5 work plan lacks specificity and doesn't describe how activities will be implemented vs developing plans (QP1), collaborating, and coordinating, etc.
- Timelines are not clear in some places, making it hard to always understand what work runs in parallel to or builds upon other work to achieve the proposed activity
- Some timelines seem too short
- Given that 8 new staff members are proposed and there are 37 instances of contractors TBN, it does not seem guaranteed that personnel/support will be in place to begin all proposed activities July 1, 2021
- Regarding LDX, it is not clear how this new umbrella would work with the more specific, underlying activities (ETOR, ELR, ELSM). Would the existing support groups/activities (ELRTA, ELIMS) be consumed into LDX TA?
   With the creation of an ETOR group, the benefit of LDX TA is unclear and LDX TA feels redundant given the existing strength of the current TA team
- APHL does not necessarily provide a defined plan or methodology for balancing PHL and CDC
  priorities/prioritizing projects, beyond commitment to regular communication with CDC officials and points of
  technical oversight, and for Informatics an indication that APHL and their leadership will start to engage CDC
  governance workgroups
- Task-listing style of overall plan and approach for Informatics (format of Informatics Narrative)

- Spell out the first occurrence of all acronyms in proposal
- Include a strategy for addressing the need to ensure PHLs have the capability and capacity to conduct sequencing and perform the analysis of the sequencing data. (Note: This should include informatics pipelines to share sequencing data between PHLs and CDC)
- Provide additional details on what activities will be developed vs. implemented during the performance period
- Provide additional details defining existing and proposed workgroups/taskforces/centers/groups with high level
  activities would be helpful to understand potential redundancies as well as gaps
- Describe the risk and impact of filling open (proposed) positions and hiring contractors on the proposed activities

# Reviewers' Comments on Evaluation and Performance Measurement

Strengths of Section:

- APHL provides a very diverse set of process measures to monitor progress through the performance period
- APHL is proposing to develop a centralized Cooperative Agreement Monitoring and Evaluation Report system,
   which should reduce duplicative efforts and minimize burden and support assessing program implementation
- Provides a detailed description of a plan to evaluate and measure performance
- Defined progress measurements, with quantitative metrics and time points, available across the entirety of the submitted work plans
- Continuous Quality Improvement will be carried out through an established framework (DMAIC), with defined trajectories for feedback loops and follow-up technical inputs

- Many of the process measures monitor the number of committee meetings, teleconferences, meetings
  convened, and documents produced. However, these measures do not necessarily directly measure the impact
  of these items being counted
- Process measure to count the number and types of COPs evaluated doesn't measure how the process measure will determine if the COPs align to the CDC data strategy

- Unclear how the process measure of "Number of PHLs that have used a tool assess informatic capabilities" measure the impact of relaunching the Informatics Self-Assessment Tool
- The process measure of "Number of populations targeted for informatics training opportunities" doesn't assess feasibility of a fellowship program
- Not all activities identify process measures or targets
- A high-level overview summary of the evaluation and performance management approach for specifically Informatics is lacking within the submitted materials

- Use process measures that more directly measure the impact and outcome of committee meetings, documents, and meetings, where possible
- Provide a process measure that determines if the COPs activities are in alignment with the CDC data strategy
   (S2.2.2.2; WP 1, P9)
- Describe in more detail how the process measure will measure the impact of relaunching the Informatics Self-Assessment Tool or provide a new PM (S2.4; WP 1, P12)
- Develop a process measure that measures the feasibility of developing a fellowship program (WP1, P21)
- Provide process measures and targets to monitor the proposed activities (WP1, P34-36)
- Provide more specificity of the activities that will be accomplished in Y2-Y5

# Reviewers' Comments on Organizational Capacity to Implement the Approach

# Strengths of Section:

- To ensure successful NOFO strategies and activities of each focus area, APHL uses a Cooperative Agreement
  Project Team that will be led by Chief Program Officer and members from their Grants Management and
  Institutional Research team. Additionally, oversight will be provided by the APHL Board of Directors
- APHL includes CDC focus area technical monitors on its committees
- Long history of work with all the necessary partners required to make this CoAg successful
- Informatics positions are well defined and link to specific work described in the proposal
- A Focus Area-specific organizational chart was provided
- Detailed CVs of qualified internal staff and senior leadership provided
- Diverse array of projects, and conveyed awareness of pertinent CDC data-related initiatives
- Coordination of multitude of conference and workshop opportunities for PHLs and CDC engagement

## Weaknesses of Section:

- Unclear whether the LDX position intended to serve as the arm of LDX (ELR or ELSM)
- Potential risk in a heavy reliance of contractors, lack of in-house expertise (21 positions detailed in workplan and 8 of those are vacant)
- It may look like a top-heavy organization

# Recommendations for Section:

Determine if partnering programs have enough opportunities to contribute technical oversight, specifically
calling out the migration of messaging monitoring to a less restrictive DMZ environment within cloud IT
infrastructure

# **Reviewers' Comments on Budget and Budget Narrative**

# Strengths of Section:

- Budget narratives are detailed, itemized, and support the strategies and activities
- The scope of work being supported by contractors and consultants is detailed and measuring accountability is stated

# Weaknesses of Section:

- Very large travel budget, where a substantial amount of travel seems to be set at \$1750/person regardless of length of time and location
- Many activities are supported by contractors that could be sourced in-house
- Potential staffing and recruitment vulnerability, as 8 out of 21 positions (~20%) budgeted are in TBN status
- Do not summarize all the projects holistically under the focus area

# Recommendations for Section:

- Consider additional mechanisms (i.e., Skype meetings) to interact with stakeholders to reduce travel costs
- Redefine travel budgets based on the context of locations and length of time to determine if budget costs are reasonable
- Ascertain the total level of effort, number of staff needed, and funding allocated to each of the contracted organizations overall

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: NEWBORN SCREENING AND GENETICS

Date Reviewed: 3/3/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 88 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

- The Newborn Screening and Genetics focus area is one of nine described in the NOFO and application. The applicant provides an overall narrative that pertains to all focus areas, a narrative of the Newborn Screening and Genetics strategies and activities, year 1 workplan, and years 2-5 workplan. The strategies and activities described focus on S2. Policy, Partnership, and Communication; S3. Training and Capacity Building; and S4 Laboratory Quality, Safety, Preparedness, and Informatics for Public Health Testing Services, Surveillance, and Response.
- Overall the proposed activities are detailed and appear relevant to support this focus area. The proposed
  activities involve: engaging with representatives from partner organizations, developing partnerships to improve
  screening test performance, interpretation of tests results, and approaches to quality assurance, addressing
  communication needs of stakeholders, promoting and providing information about resources and tools for
  public health laboratories, developing and implementing informatics related solutions to improve data
  exchange, and working to address gaps in laboratory infrastructure

### Other Relevant Comments

A reviewer originally noted the following weakness in Evaluation and Performance Management: The NOFO stipulates that the applicant should provide an evaluation and performance measurement plan; however, a separate plan is not provided. A DMP is also not provided. It is unclear whether the measures included in the workplan are enough to meet this requirement and whether a draft DMP was supposed to be included. After discussion with subject matter experts revealed that these items are to be finalized post-award, the reviewer withdrew this weakness

# Reviewers' Comments on Approach

Strengths of Section:

- The workplans are clearly laid out and follow the structure provided in the NOFO. Strategies and activities that can achieve the purpose of the NOFO are listed and measurable process measures included
- The very detailed workplan for Year 1 clearly maps activities to deadlines, measures, and person accountable. Workplan includes materials for families and the public in addition to technical audience
- There is a 2-5 year workplan submitted which specifies year of activity and person(s) accountable
- Application places emphasis on continual communication between applicant and CDC officials at all levels, as well as a well-established collaborative relationship between the two entities

- Detailed workplan sometimes seems disorganized, includes measures that don't speak to the full objective or are unclear, or includes activities that don't seem fully developed or high yield
- Several Year 1 targets are not yet defined
- The applicants notes under activity S2.2.1 that they will "Engage with representatives from additional partner
  organizations not listed above (e.g., March of Dimes, American College of Medical Genetics & Genomics,
  National Library of Medicine, Association of Maternal and Child Health Programs, etc.)." It is unclear if the
  applicant has prior working relationships with these additional organizations and in-turn how receptive these
  organizations will be to collaborating with the applicant
- S2.2.2 is supposed to help quality assurance approaches but identifies needs, doesn't take action on
  improvement or state clear plans to do so; S2.2.2 workplan table describes a workgroup to address the needs of
  parents but doesn't include any representatives from parent advocacy groups, also doesn't mention focus
  grouping the results with parents before release. The SMEs on parental understanding and the parent
  experience are parents. (Similar problem under S2.4.1 for developing plain language materials, no mention of
  field testing or focus grouping)
- S3.1/S3.3 has goal to improve awareness and participation of training by lab professionals. However, only
  outcome measures are surveys among people who did attend a training. That doesn't seem to meet that part of
  the objective- applicant's target for that measure should involve increased awareness of training opportunities
  for those who weren't already at a training. There is a similar issue under S4.4 where improved knowledge
  among lab leaders of TA needs and priorities is measured by satisfaction of those who did in fact receive TA. Lots
  of sampling bias among outcome measures
- S3.3.1 Target of "2" but doesn't not specify the unit of measure
- \$3.3.3 Goal is the establish site eligibility requirements and performance expectations. The measure of those
  can't be number of conference calls, instead this would correspond to the agreements on these outputs. Having
  a call doesn't necessarily mean that the needed output is reached. Similarly, 3.3.5 managing funds and
  operations has a measure of a number of conference calls; this doesn't correspond
- S4.2 mentions identification and implementation of systems to improve lab quality and safety, but quality improvement trainings or initiatives not mentioned
- In S2.4.1, having one group of 15 high school students do activities in an NBS laboratory is a very small activity-but it is innovative and could be built out to be much more impactful (e.g., make this a pilot project to replicate elsewhere if successful, develop a curriculum that science teachers can use at different grade levels to use NBS to teach science principles and have these materials available on the website or on request)
- The target listed under S3.1/S3.1.2 of "at least one webinar, white paper/report or presentation on a hemoglobinopathy related topic area identified" may benefit from being more specific as the resources needed to develop a presentation vs. a whitepaper can vary significantly
- S2.4.2 references a sub activity in 3.3.1, that was not there
- S4.5.2 there is no measure for engaging corporate partners on contingency planning or indication of how this would be done
- In S2.2.1 a series of conference calls with multiple organizations/workgroups was proposed but without specifying what standard items would be covered in each call. This general item was then used as evidence of discussions of science and policy issues (S4.2.1), and improvements in tech and infrastructure (S4.4.2) among others but just having a conference call isn't evidence of these activities
- Under S4.5.2, they say that they will engage vendors but don't say how or give any other detail
- Under 4.5.3, the ask is to collaborate with PHLs to develop contingency plans but the only sub activity is to identify states without plans
- It is not clear how activity S3.3.1 "Use needs assessment results and guidance from CDC to develop and deliver training and workforce development opportunities for NBS laboratory staff, including those on laboratory

- methods and emerging issues in NBS" could occur by April 2020 when the needs assessment will be completed by October 2020
- The measures and targets for future years are extremely vague. While it is understandable that the future entails some uncertainty, a reasonable estimate of what could be accomplished in at least year 2 and 3 seems like it would be feasible and strengthen the application

#### Recommendations for Section:

- Strengthen the work plan by increasing specificity of what will be done on unclear items and how they will be impactful
- Add measures and target estimates for at least the next 2 years into the work plan with the acknowledgement that circumstances may necessitate changes
- For activities that involve the development of new resources, such as position statements, the applicant should ensure sufficient time is allotted for any necessary reviews and/or approvals by CDC

#### Reviewers' Comments on Evaluation and Performance Measurement

Strengths of Section:

- Comprehensive high-level plan for monitoring and evaluation of NOFO activities outlined in narrative
- Gives specific M&E questions to examine at regular intervals in each focus area
- The development of a standardized system for evaluation and the involvement of CDC in the development of the M&E plans in each focus area
- The applicant will conduct evaluation and continuous quality improvement through the Define-Measure-Analyze-Improve-Control (DMAIC) process
- The applicant will use the process and outcome measures which will be finalized with input from CDC. They provide a list or example questions that will be used for evaluation
- The applicant includes evaluation and continuous quality improvement as part of planned the activities for this focus area (e.g., S2.3.3 "Evaluation and CQI: Data will be reviewed at end of Y01" and S3.1.4 "Monitor and evaluate effectiveness of training and workforce development products, resources, and events regularly and consistently.). This is reflected in the work plan
- The applicant proposes to conduct surveys to evaluate planned activities (e.g., trainings)
- The applicant notes in the work plan that data related to evaluation and CQI will be reviewed at the end of Year 1 and improvements will be planned to be implemented in subsequent years
- Quality improvement is listed as one of the topics that will be addressed during the 2020 Newborn Screening Symposium, which 10 workgroup members are proposed to attend (see budget)
- Proposed staff appear to have documented experience in evaluation

#### Weaknesses of Section:

No weaknesses noted

#### Recommendations for Section:

Applicant should ensure they coordinate with CDC on evaluation and CQI related activities

## Reviewers' Comments on Organizational Capacity to Implement the Approach

Strengths of Section:

- Good documentation of high organizational capacity
- Appropriate infrastructure; appreciate that applicant has a Policy arm and Comms department that can be leveraged as necessary for workplan activities
- Much documentation of long collaborative relationships with multiple partners, including the CDC

- The applicant provides CV's for the staff planned to be involved in completing this
- Based on the information provided the proposed staff appear to be well-qualified to achieve the defined program outcomes

## Weaknesses of Section:

- There is no CV for Precious Kolawole and she is not listed in the budget. However, she is listed in the workplan
- An individual for the Associate Specialist position needs will need to be identified

#### Recommendations for Section:

• Ensure all staff are available to support this work as indicated in the application

#### Reviewers' Comments on Budget and Budget Narrative

## Strengths of Section:

- The detailed budget provided overall seemed appropriate to the activities
- The budget lists the key staff, along with a description of their planned role
   The budget details planned travel to conferences and meetings

#### Weaknesses of Section:

- · Focused only on staff salary and meeting attendance
- Didn't include funds for the following: Money for the school event, money for surveys and needs assessments
  described, money for conference calling or video calling systems, money for production/dissemination of
  documents and communications materials referenced
- Discussed involvement of policy and comms departments but didn't specify whether financially they would need to contribute to the budgets of these depts for their time on the projects
- Unclear if the 2% time requested in the budget for the Senior Specialist is sufficient to support this work
- The applicant's budget includes limited information about how all the proposed travel will support the strategies and activities for this focus area

#### Recommendations for Section:

- Include information on materials costs and costs of relying on staff outside the NBS and Genetics departments, or information on how these services are provided through other means
- Suggest reviewing to ensure all planned travel listed in the budget is essential to supporting/accomplishing the planned activities

#### **CSELS**

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: PREPAREDNESS AND RESPONSE

Date Reviewed: 3/3/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 84 of 100 (Average)

# **Brief Summary of Application:**

# Summary of Project:

Preparedness and Response is a critical component to the activities and functions of public health laboratories
(PHLs). The primary aim of this focus area is to set standards for laboratory preparedness and response, support
an effective individual laboratory response to local events, and assure a coordinated national laboratory capacity
that leverages the capabilities of member PHLs. To achieve this goal, PHLs require the following: a proficient
workforce skilled in safe use of Laboratory Response Network (LRN) testing methods; availability and
maintenance of state-of-the-art LRN equipment and instrumentation; and the ability to correctly interpret test
results and exchange data with partners.

## Other Relevant Comments

 Reviewers noted surprise that there was no mention of work being performed on electronic data exchange with the APHL Informatics Messaging Services (AIMS) platform. Subject matter experts indicated that it was not expected for the applicant to mention the AIMS platform in this response

#### **Reviewers' Comments on Approach**

Strengths of Section:

- APHL's proposed plan is very detailed for year one activities and the overall five-year approach
- Applicant addressed every strategy and its associated proximal and intermediate outcomes with a high-level work plan for each activity under the strategy. The plan for each activity included the person(s) responsible along with estimated completion dates. Measures were also proposed for each activity with a corresponding target for the budget period. (see appendix G work plan doc)

#### Weaknesses of Section:

 Although applicant describes coordinating activities with CDC on multiple activities, there wasn't really a coordinated approach for balancing PHL and CDC priorities

#### Recommendations for Section:

No recommendations noted

### Reviewers' Comments on Evaluation and Performance Measurement

Strengths of Section:

- The narrative referred to performing evaluations several times and highlighted the importance of evaluating the process and continually improving on it
- Applicant addressed every strategy and its associated proximal and intermediate outcomes with a high-level work plan for each activity under the strategy. The plan for each activity included the person(s) responsible

along with estimated completion dates. Measures were also proposed for each activity with a corresponding target for the budget period (see appendix G work plan doc)

### Weaknesses of Section:

- To ease review, the applicant could have had evaluations and performance measures in a specific section of the narrative focused on the evaluation of their approach. Performance measures were only indicated once throughout the narrative
- Applicant doesn't describe how evaluation and performance measurement findings will be used for continuous quality improvement

## Recommendations for Section:

• Assess and state performance measures to be collected in order to adequately evaluate the approach for Preparedness and Response

## Reviewers' Comments on Organizational Capacity to Implement the Approach

# Strengths of Section:

- Organizational capacity and experience working with external partners and stakeholders of PHLs were described in detail
- Applicant provided CVs of staff working on focus area plus CVs of associates in other areas (see CVs attachment)
- Applicant provide an abbreviated organization chart that shows where the staff working on the focus area sit in the organization structure (see pg 14 Appendix G Narrative)
- Applicant named staff that appear to have skills and extensive experience working on the focus area activities and supporting PHLs (see CVs attachment)
- Applicant has a long history of experience working with stakeholders (e.g. see pg 9 Appendix G Narrative)
- Applicant described existing partnerships that have influence among PHLs and works with CDC (e.g. see pg 12 Appendix G Narrative)

#### Weaknesses of Section:

 Applicant didn't adequately describe exactly what would be done to advance data exchange and target was undefined in the work plan

#### Recommendations for Section:

• When referring to electronic data exchange, might have been worthwhile to mention the AIMS Platform. APHL has guite a bit of experience in this domain from their work on the AIMS Platform

#### Reviewers' Comments on Budget and Budget Narrative

Strengths of Section:

- A budget appropriate for the planned activities was proposed
- A detailed budget and narrative consistent with the stated strategies, activities, and performance and evaluation measures for Preparedness and Response was provided
- Required information for the proposed contractors and/or consultants was included

#### Weaknesses of Section:

No weaknesses noted

#### Recommendations for Section:

· No recommendations noted

#### **CSELS**

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: QUALITY AND SAFETY SYSTEMS

Date Reviewed: 3/3/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 83 of 100 (Average)

## **Brief Summary of Application:**

# Summary of Project:

- This focus area is intended to help improve Quality and Safety in PHLs on National, State, Territorial, and Local levels. It aims to ensure the quality of testing service and safety in laboratories. This focus area's expected outcomes or contributions to the outcomes include: a) Improved collaboration and communication among PHLs and others; b) enhanced technical and non-technical skills among laboratory professionals; c) improved implementation of quality and safety systems in laboratories; and d) improved dissemination of evidence-based practices in PHLs. These outcomes will be achieved by the establishment of communities of practice or other opportunities for collaboration, enhancing practices, methods, technical capabilities, and infrastructure, and improving quality and safety in PHLs.
- The focus area describes plans to address improvements for quality and safety systems across PHLs using a combination of methods, including: collaborative groups to include APHL and stakeholders, tools and resources to be provided to PHLs, cooperative agreements with select PHLs as part to measure impact, and regular meetings to strategize plans and share outcomes.

#### Other Relevant Comments

- Both reviewers and subject matter experts were surprised that biosafety was built into public health preparedness in the application
- Reviewers asked where next generation sequencing is found, and subject matter experts explained that it is included under the Foundational Leadership Focus Area

### **Reviewers' Comments on Approach**

## Strengths of Section:

- The overall approach included specific committees, working groups, and forums to directly supported the NOFO activities. For example, S.2.2.1 (page 1) and S2.2.2 (page 3) identified Laboratory Systems Standard Committee, CLIA and Environmental Accreditation Work Groups, Quality Assurance Committee, Quality Management Exchanges, Biosafety Network, Fellowships, and Partner Forums, and Quality Improvement Forum with description of the potential members, collaborators, and CDC input. These types of communications were used throughout the application for the specific activities
- The 1-year work plan is very detailed with specific measures for outcomes outlined in the proposal and target dates to complete objectives. The creation of workgroups and committees will provide stakeholders an opportunity to provide valuable resources and input to meet objectives. Some of the strategies outline plans for standardization of areas of practice, quality improvements, and training standards that will benefit the entire community of PHLs. This proposal describes specific tools and resources to be used for measuring outcomes

The proposed plan intends to utilize and strengthen existing infrastructure. Drawing members from existing
partnerships/groups to form new workgroups and committees can save time and resources in recruiting and
developing new plans

### Weaknesses of Section:

- Overall, prioritization with CDC was not addressed
- Several activities did not completely meet the requirements of the activities. The applicant did not fully address \$2.4.1 (page 5) in reference to the public
- S.4.2.1 (page 11) did not fully address competencies and good laboratory practices
- S.4.5.1 should be in Response and Preparedness focus group section
- The 5-year work plan does not address how aggregate data over the 2-5-year period will be measured. The strategies outlined do not show how this approach will balance PHL and CDC priorities, other than show they will work together in various collaborative committees and workgroups

#### Recommendations for Section:

- Add CDC prioritizations and address requirements as indicated in weaknesses
- Outline, in more detail, how improving PHLs can be done in alignment with established CDC priorities. This will show how APHL provides impact in standardization and harmonization across PHLs in the US and territories
- Strengthen Y2-Y5 work plan

#### **Reviewers' Comments on Evaluation and Performance Measurement**

## Strengths of Section:

- The applicant addressed improvements through evaluation and continuous quality improvement systems as an ongoing process through the work plan to improve performance of activities
- The applicant also included all measures for the outcomes for the activities in the Year 1 and Year 2-5 work plans
- The proposal has 3 clearly defined high-level strategies related to improving quality and safety and each is broken into more detailed objectives
- Stakeholders are listed and tools and resources are described to show how they will be used to meet each
  objective
- Drawing on the resources of current programs, the strategies to collect information and the information to be collected, should allow for an easy gathering of pertinent information

# Weaknesses of Section:

- The proposal has 9 focus areas which creates concern that it will be hard to attain the desired outcomes due to the number of objectives to meet within each proposed strategy
- · Biosafety improvements are not clearly outlined and measured compared to quality improvements
- Safety is incorrectly grouped with preparedness
- Outcome measurements are directly related to the strategies, but do not address the desired outcome at the PHL level
- The applicant does not demonstrate how they will measure the impact to this focus area
- Work plans in Y2 Y5 do not detail performance measures and are somewhat vague
- This section has too many focus areas, which may pose a problem in meeting objectives
- May be difficult to measure the effectiveness of predominantly quantitative measures

#### Recommendations for Section:

• Limit the number of focus areas to the highest priority topics. If successful, the outcomes measured can be extrapolated to the other focus areas in new collaborative agreements over the next several years

- Develop a plan to measure impact within the focus area to show, either qualitatively or qualitatively data of improvement
- Safety improvements should be pulled out as a separate sub-category to help clearly define goals for improvement across PHLs, with measurement criteria outlined
- Evaluate the effectiveness of activities being performed and not just the participation in those activities

#### Reviewers' Comments on Organizational Capacity to Implement the Approach

Strengths of Section:

- The organization chart and CVs provided met the expectations to achieve the program outcomes
- The applicant provides sufficient evidence and indications to support the infrastructure, skills, and experience needed to strengthen the PHLs and work with the external partners and stakeholders of PHLs
- The applicant provided sufficient history in their application to show partnerships, credibility, and influence among the PHLs and the health community. The applicant indicated expertise, experience, and capacity in reference to CDC interests
- The applicant has existing networks and infrastructure to recruit and build additional committees and workgroups in order to develop new activities or support existing activities

#### Weaknesses of Section:

 While the proposal highlights expertise in quality management and emergency response preparedness, including experience, tools, and resources, there is little mention of impact to biosafety and how APHL will provide adequate expertise. Biosafety is combined with the PHPR objectives across all strategies which may dilute an effective outcome to implement standardization and improvement across the PHLs in this area

#### Recommendations for Section:

Provided CVs are helpful to show the expertise of staff; however it would be easier to cross-reference this
information against the proposal if it was condensed, either into a one-page biography for each staff member or
in a table. Following discussion, reviewer noted that the above recommendation is not a requirement of the
NOFO, and the applicant was not penalized for its omission

# Reviewers' Comments on Budget and Budget Narrative

Strengths of Section:

- The proposed budget was appropriate for all planned activities with itemized items consistent with the strategies, activities, and performance measures
- · Budget amounts allotted for the indicated items seemed in alignment with costs
- The proposed contractors and staff had enough information for each

#### Weaknesses of Section:

- Seems to be heavily focused on travel even though the proposal does not explicitly outline the need for travel
- The consultant services outlined are not mentioned in the proposal and therefore there is little justification for the need
- There is no mention of the test sites and how those grants will be funded

#### Recommendations for Section:

- Look for ways to replace in-person travel with interactive remote communication
- Provide justification for consultation in the proposal

#### **CSELS**

# Notice of Funding Opportunity OE20-2001 Enhancing Public Health Laboratory Capabilities and Increasing Capacity

# SUMMARY STATEMENT FOCUS AREA: WORKFORCE DEVELOPMENT

Date Reviewed: 3/4/2020

**Applicant Name: Association of Public Health Laboratories** 

Application #: NU60OE2020000075

Score: 89 of 100 (Average)

## **Brief Summary of Application:**

## Summary of Project:

- The overall purpose of the workforce development (WD) focus area is to strengthen competence and collaboration across the public health and clinical laboratory workforce. The Association of Public Health Laboratories (APHL) plans to produce resources and activities that align with the needs of the public health laboratory (PHL) workforce. This work will be done by the Training and Workforce Development (TWD) program. The TWD focal areas include: Training; Leadership Development and Skill Building; Career Promotion, Recruitment, retention, succession planning; and, Workforce Characterization and Profile studies. Examples of proposed activities include developing resources for quality and safety systems improvements, needs assessments, implementing an Emerging Leader Program, and professional development opportunities. These efforts encompass the concept of the "Lifecycle of a Public Health Laboratory Leader".
- The focus area also includes monitoring and evaluation through the Cooperative Agreement Monitoring and Evaluation Reporting System (CA-MERS). CA-MERS will be used to store work plan and evaluation data. The monitoring and evaluation (M&E) plans will be developed using identified process and outcome measures. The Cooperative Agreement Project Team (CAPT) will provide oversight for CA-MERS and establish the data entry process. Data will be used in the continuous quality improvement though the Define-Measure-Analyze-Improve-Control (DMAIC) method. Data collection will be ongoing and quarterly CAPT reviews will occur. Evaluation and CQI will be done annually and will include collaboration with CDC. Improvements identified from the evaluations and discussions with CDC will be implemented in the following year.

### Other Relevant Comments

- Reviewers expressed concerns that portions of the application were "10 miles wide and an inch deep" many activities were included but there are not enough back-up/supporting details to ensure success
- Reviewers questioned if OMB approval for tools being developed was included in the application. Subject matter
  experts clarified that the NOFO contains clear language regarding regulatory requirements, and that OMB
  approval is inherently included in those requirements. Subject matter experts further clarified that PRA and
  human research determinations are being made separately by the Science Office. The reviewers then raised
  additional concerns that the year 1 workload may be stretched thin, since OMB/PRA approval will take time
  after award
- Reviewers expressed concerns that there was a disproportionate emphasis on leadership development, which
  may harm other staffing levels. Subject matter experts clarified that they consider leadership training to
  encompass not only leadership supervisors, but also general leadership skills among staff who may not hold a
  formal leadership title

## **Reviewers' Comments on Approach**

#### Strengths of Section:

- Excellent coordination of a wide range of greatly needed workforce activities ranging from orientation of new
  laboratory leaders, development of future laboratory leaders, capacity building of current staff, research on staff
  recruiting and retention issues, development of consistent career paths across laboratories, and fellowship
  management
- The deeper dive on informatics competencies and informatics curriculum potentially addresses a significant current need in the public health laboratory workforce
- The emphasis on the use of laboratory competencies in the development of new skill and continuing education materials is important in addressing critical skill development for emerging threats
- The plan outlines a stronger connection to the APHL scientific programs, correcting a significant weakness in prior efforts. This should result in less redundancy in training efforts across APHL, and CDC as well
- The creation of the combined training calendar that captures all CDC, APHL, and cosponsored training activities will be a significant benefit to PHLs planning workforce development programs with minimal resources
- The plan accounts for maintenance and updating of existing programs, time and expense frequently forgotten in funding proposals
- Guiding principles outlined show that the work is competency based, determined based on needs, aligned with the CDC Quality Framework, and based in the ADDIE (Analyze, Design, Develop, Implement, and Evaluate) model
- Variety of approaches to workforce development, such as events, print materials, fellowship programs, and in person trainings

#### Weaknesses of Section:

- Promotion of activities is outlined through existing APHL distribution channels, focused heavily on member laboratories and staff. It is not clear how effective those distribution channels will be in reaching sentinel laboratories or other clinical laboratories. This is a critical audience for some of the proposed workforce activities and trainings
- The workplan for year 1 is very ambitious and broad in scope, perhaps representing more work than can be realistically completed in a single year
- The workplan submitted for year 1 is very aggressive with a large number of projects that serve as a foundation
  for the year 2 through 5 workplan. Based upon the number of activities listed in the year 2 through 5 workplan
  to be dependent on information gathered in year 1, any delays encountered in completing year 1 projects will
  cascade through years 2 through 5, potentially impacting the return on investment for this portion of the
  program
- Many of the activities are dependent upon committees and working groups composed of volunteers. With a
  well-documented shrinking workforce, is the expectation of volunteer support valid and stable across the fiveyear window?
- The narrative indicates significant effort to gather information from member laboratories, the scientific program segment of APHL, and CDC in forming plans to inform future work. It was not clear how opposing information collected across those channels would be addressed in proposing and prioritizing future projects that balance the needs of CDC and the public health laboratories
- The work plan lists the responsible individual but not their position. The organizational chart does not include names with the listed positions. It would be clearer to understand the structure of the workload if the position titles are included with the names in the work plan

### Recommendations for Section:

Perhaps a narrower focus of resources would assure success, and potentially more impact, in a smaller number
of areas within the program. Instead of taking a wide approach, with little depth to absorb unexpected events,
take a more focused approach on the most impactful projects. This may improve the likelihood of staying on

- track when the inevitable unforeseen events emerge, and reduce the risk associated with the year one dependence of the current year 2 through 5 work plan
- Expand the target audience in the narrative and work plans to more closely align with the NOFO. The target
  audiences listed in the proposal include public health laboratories and clinical laboratories. The target
  populations for the NOFO include public health laboratories, public health laboratory professionals, clinical
  laboratories, clinical laboratory professionals, policy makers, healthcare organizations, laboratory professional
  organizations, and the general public
- The work plan lists the responsible individual but not their position. The organizational chart does not include names with the listed positions. It would be clearer to understand the structure of the workload if the position titles are included with the names in the work plan

#### Reviewers' Comments on Evaluation and Performance Measurement

Strengths of Section:

- A detailed plan for the evaluation of the program was shared in the year 1 work plan
- The measures and targets correlated well to the specific activities listed
- Continuous quality improvement was discussed in the narrative and is shown in the Y2-Y5 workplan. Measures
  for future years will be modified or changed based upon prior year results
- The proposal tries to monitor key outcomes that lead to the overall program impact
- The CA-MERS approach will be an asset for consistent evaluation of process measures, proximal and intermediate outcome measures, and annual targets for all focus areas
- Evaluation is included for the focus area in whole, but also for individual activities. For example:
  - S3.3.1.2 Monitor and evaluate the effectiveness of training and workforce development programs, products, resources, and events regularly and consistently. (Page 10, Appendix I: Workforce Development Narrative)
  - S3.3.11.2.2 Monitor and evaluate the fellowship programs in terms of common metrics (across programs) related to fellow and host laboratory satisfaction, quality of the fellowship experience, and effectiveness as a recruitment and training tool. (Page 15, Appendix I: Workforce Development Narrative)
- The applicant proposes that M&E plans align to the CDC Evaluation Plan template and will work with CDC on a final approved structure. The proposed plan structure is comprehensive
  - Plans will include: how performance measures will be collected; evaluation questions and how they will be responded to; measures; types of evaluations performed; how the evaluation findings will be used for continuous quality improvement (CQI); how key program partners will participate in the evaluation and performance measurement planning processes; data sources and the DMP, feasibility of collecting appropriate evaluation and performance data. (Page 11, Project Narrative)
- Needs assessments will be conducted to help determine activities

### Weaknesses of Section:

- The performance measures listed in the year 1 workplan are primarily volume-based metrics (e.g. number of
  meetings held, number of people attending meetings, number of conference calls held). There were very few
  measures related to the quality or the impact of the effort
- Outcome measurements are lacking (Year 1 Work Plan pages 1, 4, 5, 7, 12, 23, 36, 37). There is no clear connection between the outcome measures described and the overall impact of the program
- The dependence of the Y2-Y5 workplan measures on the outcomes of year 1 is a concern but did not warrant a point deduction. The flexibility implied to alter measures in future years will be helpful in the project, but the degree of dependence for almost every measure on the year 1 result raises concern
- CQI not identified in the Y2-Y5 work plan

#### Recommendations for Section:

- Direct measurement of adaptation of the tools, skills, and knowledge gained from the deliverables of this program is expensive due to the wide dispersion of the audience
- The program outlines quite a bit of travel for various purposes across the program. Is there a way to combine site visits with some of these trips to get some direct observation of work practices to validate some of the more critical activities outlined in the year 1 work plan?
- Would interviews with target audience members visiting APHL headquarters for committee meetings or other
  meetings be useful in collecting some more useful evaluation data related to application and impact beyond
  the predominantly volume related measures listed in the proposal?
- Include CQI metrics for work plan Y2 Y5

# Reviewers' Comments on Organizational Capacity to Implement the Approach

# Strengths of Section:

- The organizational chart shared in the proposal was thorough with only two open positions
- Existing staff backgrounds and skills match well with the assigned duties and tasks outlined in the proposal
- The core staff are based in APHL headquarters providing good coordination with other programs
- Some staff are filed based which allows for strong coordination with the target audience in their environment
- The organization and individual staff listed in the proposal have a strong history of successful partnerships and influence in the public health community
- The organization and individual staff listed in the proposal have a strong history of successful partnerships with many programs across CDC
- The applicant's existing training and workforce development team produces training and leadership resources that are evidence-evidence based and aligned with the current needs of the PHL workforce
- The newest program managers come from the practice community and can bring a unique perspective to program operations
- APHL has had a version of this CoAg for over 30 years
- Adequately staffed team with two additional positions being created (one Senior Specialist, Instructional Systems Design & one Specialist, Training)

#### Weaknesses of Section:

- The proposal outlines a tremendous amount of effort, particularly in year 1. There is concern that the number of staff proposed may not be adequate to meet all the objectives established for the project
- There are some concerns that missed deadlines could push back schedules for future years

#### Recommendations for Section:

- Consider reducing the number of projects to allow more focus to alleviate some of the staffing concerns
- With only one FTE for all M&E activities, it might be helpful to specify a position within each focus area that will report to the M&E point of contact

# **Reviewers' Comments on Budget and Budget Narrative**

#### Strengths of Section:

- · The budget provided is comprehensive including staff, travel, administrative, and operating costs
- Consultants were appropriately listed with required descriptions of activities and credentials provided

#### Weaknesses of Section:

- The proposed staffing level may be low for the work listed
- Over \$459,000 in travel listed in year 1 budget. May be excessive

# Recommendations for Section:

• The budget should be reviewed for adequate staffing to ensure that the highly leveraged year 1 activities are successful leading into Y2-Y5. In addition, the number of trips outlined and the number of people traveling on each trip should be evaluated. Perhaps there is adequate savings in the \$459,000 travel budget to add a staff member