

Michigan Department of Health and Human Services

**Review of MDHHS Budget
Request for Proposals**

Appendix B

Issued By

Michigan Public Health Institute



RFP Identifier: MDHHS-RFP-001

Issued on: May 10, 2019

SUBCONTRACTOR AGREEMENT BETWEEN

Michigan Public Health Institute
2436 Woodlake Circle, Suite 300
Okemos, MI 48864

and

Subcontractor Name
Subcontractor Address
SSN or FEIN: XXX-XX-1234 or XX-XXX1234

THIS AGREEMENT by and between the MICHIGAN PUBLIC HEALTH INSTITUTE, a Michigan nonprofit corporation ("MPHI"), and the {Subcontractor Name}, ("Subcontractor"), shall become effective on the date this contract is signed by both parties, ("Effective Date"), and continue through {Month} {Day}, {Year} ("End Date").

1. **Acknowledged Facts.** MPHI has entered into a contract with the Michigan Department of Health and Human Services (MDHHS) to {insert short description of project purpose} ("Funding Source Agreement"). MPHI desires to subcontract with Subcontractor to provide services necessary for MPHI to carry out its obligations under the Funding Source Agreement. This agreement constitutes a vendor relationship.
2. **Subcontractor Services.** Subcontractor shall perform the services described in Exhibit A. Subcontractor shall perform the services in compliance with all terms of the Funding Source Agreement. In the event of a conflict between the Funding Source Agreement and any term in this Agreement, the Funding Source Agreement shall control. A copy of the Funding Source Agreement is attached to this Agreement as Exhibit C. Subcontractor shall provide the necessary administrative, professional, and technical staff for performance of the services.
3. **Term of Agreement; Termination Without Cause.** The Subcontractor shall begin providing the services described above on {Month} {Day}, {Year}, ("Start Date") or the Effective Date, whichever is later, and shall continue those services through the End Date or the date of termination, whichever occurs first. No service shall be provided and no costs to MPHI will be incurred prior to Start Date or the Effective Date of the Agreement, whichever is later. Either party may terminate this Agreement at any time without cause by giving thirty (30) days advance written notice to the other party. Termination under this section shall not prejudice either party's remedies for any breach occurring before termination. No costs to MPHI will be incurred after the date of termination or End Date, whichever occurs first.
4. **Payment.** Payments shall be paid according to the program budget or schedule attached as Exhibit B.
5. **Reimbursement and Return of Funds by Subcontractor.** Upon termination of this Agreement, Subcontractor shall immediately return to MPHI any funds in the Subcontractor's possession that Subcontractor has not earned or is otherwise not entitled to keep under this Agreement. If any court or governmental agency orders MPHI to return any grant funds, Subcontractor shall return to MPHI on demand any portion of those grant funds that were paid to Subcontractor.

6. **Fees, Charges or Contributions.** Subcontractor shall not solicit or require any fees or charges from any third party for services or materials provided by Subcontractor under this Agreement without the prior written approval of MPHI.
7. **Records, Reporting, and Access.** Subcontractor shall maintain records relating to its services provided under this Agreement in accordance with generally accepted accounting practices and in accordance with reasonable requirements of MPHI and the Funding Source Agreement, and in a form sufficient to permit MPHI to verify the Subcontractor's costs, expenditures and other activities incurred pursuant to this Agreement. MPHI and any funding sources identified in the Funding Source Agreement, shall have access to all of Subcontractor's records relating to its services under this Agreement within 10 calendar days of providing notification at reasonable times, including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. MPHI and the funding source shall be entitled to perform audits of all of Subcontractor's records described in this section. Subcontractor shall maintain records relating to the services provided under this Agreement until a final audit has been performed to MPHI's satisfaction or until three (3) years after termination of this Agreement, whichever occurs first.
8. **Ownership of Property Purchased with Funding Source Funds.** All property purchased by Subcontractor in whole or in part with funds authorized under this Agreement, the cost of any single item of which exceeds \$5,000, shall be owned by and remain the property of MPHI. Upon termination of this Agreement, all of that property shall be returned immediately to MPHI if requested by MPHI in writing.
9. **Compliance with Laws, Regulations, and MPHI Policies and Assurances.**

- A. **Nondiscrimination.** This contractor and subcontractor shall abide by the requirements of **41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a)**. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

The Subcontractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subcontractor.

The Subcontractor shall adhere to all other applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

1. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
2. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended

4. Title VI of the Civil Rights Act of 1964 (P.L. 88-352)
 5. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686)
 6. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)
 7. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107)
 8. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended
 9. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended
 10. §§523 and 527 of Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 11. Any other nondiscrimination provisions in the specific statute(s) under which federal assistance is being made;
 12. The requirements of any other nondiscrimination statute(s) which may apply to the Agreement.
- B. **Anti-Lobbying Act.** The Subcontractor will comply with the Anti-Lobbying Act, 31 USC 1352, as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208). Further, the Subcontractor shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- C. **Trafficking Victims Protection Act.** The Subcontractor will comply with the Trafficking Victims Act of 2000, as amended. This agreement and anyone working on this agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to MPHI.
- D. **Human Research Subject Protections.** The subcontractor will comply with MPHI's Federalwide Assurance of Protection for Human Subjects. This assurance specifies: guidance of research activities involving human subjects according to the ethical principles of The Belmont Report; compliance with the procedural standards of 45 CFR 46 (and its Subparts A, B, C, and D) for all human subject research regardless of funding source; and the designation of the MPHI Institutional Review Board (IRB) for review of research under the assurance.
- E. **HIPAA.** The Subcontractor will comply with all applicable Administrative Simplification requirements specified in the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 and all regulations promulgated thereunder. The Subcontractor will comply with the HIPAA Privacy Rule and Security Rule (45 CFR Parts 160, 162 and 164, Standards for Privacy of Individually Identifiable Health Information). **Under this Agreement, the Subcontractor is a business associate to MPHI and all terms of that business associate relationship are described in Exhibit E. [If subcontract is not a business associate, this sentence can be deleted. If subcontractor is a business associate, you will need to attach Exhibit E to the subcontract. It can be found on Sharepoint].**

- F. **Mandatory Disclosures.** The subcontractor must disclose to MPHI, in writing within 10 days of receiving notice of any litigation, investigation, arbitration, or other proceeding involving subcontractor, or an officer or director of Subcontractor or subcontract, or that arises during the term of this Agreement including:
1. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.
 2. A criminal proceeding;
 3. A prole or probation proceeding;
 4. A proceeding under the Sarbanes-Oxley Act;
 5. A civil proceeding involving:
 - a. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - b. A governmental or public entity's claim or written allegation of fraud; or
 - c. A proceeding involving any license that Subcontractor is required to possess in order to perform under this Agreement.
- G. **Conflict of Interest and Code of Conduct Standards.**
1. The Subcontractor is subject to the provisions of Michigan 1968 PA 317, Michigan 1973 PA 196, and Title 2 CFR, Section 200.318(c)(1) and (2).
 2. The Subcontractor will uphold high ethical standards and is prohibited from:
 - a. Having an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any MPHI or state employee by direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
 3. The Subcontractor must immediately notify MPHI of any violation or potential violation of these standards. This Section applies to Subcontractor and any of its subcontractors.
- H. **Confidentiality and Privacy Practice.** Subcontractor shall not use MPHI's name in any way without MPHI's prior written consent. Other than in the performance of this Agreement, subcontractor shall not disclose, publish or use at any time, either before or after termination of this Agreement, any confidential information concerning MPHI or any other person or entity. Confidential information shall include, but not be limited to, data collected, stored or managed on behalf of MPHI, information concerning MPHI or any other person or entity not generally known to the public, including, but not limited to, personal or private information concerning any individual, contracts, criminal records, financial information or other processes, records or documents, or any other information allowing the identification of which person or entity furnished data in connection with services provided under this Agreement. Subcontractor must have appropriate safeguards in place to protect the confidentiality of MPHI data. If the Subcontractor is handling identifiable data on behalf of MPHI on a project classified as privacy-sensitive by the MPHI IRB/Privacy Panel, the Subcontractor agrees to implement the privacy requirements

detailed in Exhibit D (see Exhibit D attached). Subcontractor must provide, if requested, adequate information on the scope of work to facilitate screening of the project by the MPHI IRB/Privacy Panel. The MPHI program contact will notify the Subcontractor if the project is classified as privacy-sensitive. Failure to implement appropriate safeguards and/or to abide by the terms of Exhibit D is grounds for termination of this contract. The inadvertent disclosure through negligence of confidential information or data concerning MPHI is grounds for termination of this contract.

- I. **Other Laws.** Subcontractor shall comply with all other applicable federal, state and local laws, ordinances, guidelines, rules and regulations in carrying out the terms of this Agreement, including, but not limited to, the following clauses incorporated by reference, with the same effect as if they were given in full text:
1. The provisions of the Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 2. The provisions of 29 CFR Part 471, Appendix A to Subpart A: Notification of Employee Rights Under Federal Labor Laws. Appendix A is available at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>.
 3. The whistleblower rights and remedies in the Pilot Program on 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 FAR 3.908.

10. **Criminal Background Check.**

- A. Prior to beginning any work, conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with clients or has access to client information.
1. ICHAT: <http://apps.michigan.gov/ichat>
 2. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 3. National Sex Offender Registry: <http://www.nsopw.gov>
- B. Prior to beginning any work, conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
1. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html
- C. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Subcontractor in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

- D. Subcontractor shall notify MPHI in writing of any new employee, employee, subcontractor, subcontractor employee, or volunteer who works directly with clients or has access to client information of any positive ICHAT response, CR response, reported criminal felony conviction, or reported perpetrator identification prior to individual performing work under this Agreement. MPHI will make a determination on eligibility of the individual to provide such services. Positive responses, criminal reports, or reported perpetrator identification shall be reported to Tracy Thompson via email at tthompso@mphi.org.
 - E. Prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on a determination by MPHI that the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide such services.
 - F. Prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on a determination MPHI that the results of a positive CR response or reported perpetrator identification make the individual ineligible to provide such services.
11. **Independent Contractor.** The Subcontractor is an independent contractor for MPHI and neither the Subcontractor nor any of its employees or agents shall be treated as employees of MPHI. Subcontractor will not represent either itself or any of its employees or agents as employees of MPHI. Subcontractor shall be responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments. Subcontractor shall also comply with all workers' compensation laws applicable to its business and will provide to MPHI proof of its compliance with this section upon request by MPHI. If any court or administrative agency determines that Subcontractor or any of its employees or agents should be treated as employees of MPHI instead of independent contractors, Subcontractor agrees to reimburse MPHI on demand for all expenses and costs incurred by MPHI as a result of that determination, including but not limited to reasonable attorneys' fees, taxes, interest, penalties and damages.
12. **Indemnification and Insurance.** Subcontractor shall defend, indemnify and hold MPHI and its officers, directors, agents and employees harmless from all claims, liabilities, and expenses (including but not limited to reasonable attorney fees and costs) arising out of any action by Subcontractor or any of its agents, employees or subcontractors in connection with the services to be provided under this Agreement. During the term of this Agreement, Subcontractor, if working under an FEIN, shall maintain at its own expense Commercial General Liability insurance, including broad form contractual liability insurance, in amounts satisfactory to MPHI and in amounts sufficient to cover Subcontractor's liability under this Agreement. During the term of this Agreement, Subcontractor, if working under their SSN, shall maintain at its own expense insurance satisfactory to MPHI and in amounts sufficient to cover Subcontractor's liability under this Agreement. This insurance shall name MPHI as an additional insured. By signing this agreement, subcontractor certifies that this insurance is in effect, that MPHI is named as an additional insured on all such policies, and that none of the coverages will be terminated or modified without giving

at least 30 days prior written notice to MPHI. MPHI reserves the right to request and receive proof of insurance coverage and proof of additional insured status.

13. **Intellectual Property, Ownership, and Use.** As between MPHI and Subcontractor, MPHI is the sole and exclusive owner of, and retains all right, title and interest in: a) all notes, designs, drawings, memoranda, reports, computer programs, data records (computerized or otherwise), other technical data, and any other material developed by Subcontractor as "works made for hire" in connection with the performance of services under this agreement and b) all copyrights, trademarks, trade secret rights, patent rights and other similar proprietary rights to any of the above in any jurisdiction (a) and b) collectively referred to as "Products"). Other than in the performance of this agreement, subcontractor has no license or other right to use, disclose or sell any of the Products at any time.
14. **Representations and Warranties by Subcontractor.** Subcontractor represents and warrants to MPHI that each of the following are true and will remain true during the term of this Agreement:
- A. Subcontractor has the authority to enter into this Agreement and to perform all of its obligations under this Agreement.
 - B. Subcontractor's execution and performance of this Agreement shall not create a breach or default in any other agreement or court order to which Subcontractor is a party or by which it is bound.
 - C. Neither Subcontractor nor any of its employees or agents is currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing any services under this Agreement by any federal, state or local department or agency.
 - D. Subcontractor has not within a 5-year period preceding this Agreement been convicted of or had a civil judgment rendered against it or any of its officers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
 - E. Neither Subcontractor nor any of its officers are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above.
 - F. Subcontractor has not within a 5-year period preceding the date of this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
 - G. No actual or potential conflict of interests exists between Subcontractor or any of its employees, agents or any of their respective business interests, financial interests or family members, and MPHI or any other entity that would create a conflict of interest. Subcontractor will immediately notify MPHI if any conflict of interest arises during the term of this Agreement.

H. Subcontractor will immediately notify MPHI of any act or circumstance that would create a breach of any of these representations or warranties either immediately or with the mere passage of time.

15. **Default and Remedies.** Subcontractor shall be in default if it fails to perform any of its obligations as described in this Agreement within ten (10) days after MPHI gives written notice of failure to Subcontractor. Upon the occurrence of a default by Subcontractor, MPHI shall be entitled to exercise any and all remedies available to it in law or in equity, including but not limited to the right to terminate this Agreement without further notice to Subcontractor, the right to seek damages for the default, the right to seek specific performance of Subcontractor's obligations, and the right to reduce, diminish or terminate any payments otherwise owing to Subcontractor set forth above in a manner that reflects the noncompliance. Subcontractor shall reimburse MPHI on demand for all expenses, including but not limited to court costs and reasonable attorney's fees, incurred by MPHI in enforcing any of its rights under this Agreement, whether or not enforcement requires any litigation.

16. **Notices.** Any notice required or permitted to be given to either party under this Agreement shall be deemed given on the date of personal delivery to a representative of the party at its business address, or on the next business day after being sent either via facsimile (with a hard copy mailed the same day via regular mail) or via overnight mail service, or three (3) business days after being mailed regular mail, postage prepaid, in the U.S. mail service or other comparable mail service, to the following addresses:

If to MPHI: Sharon Simmons, Grants and Contracts Administrator
Michigan Public Health Institute
2436 Woodlake Circle, Suite 300
Okemos, MI 48864

If to the Subcontractor: Subcontractor Name
Subcontractor Organization Name if Applicable
Subcontractor Address
City, State ZIP
Phone Number

Either party may, by written notice, designate a different address other than a post office box to which notices may be sent.

17. **General Provisions.**

A. **Waivers.** No failure or delay on the part of MPHI in exercising any right under this Agreement shall operate as a waiver, nor shall a single or partial exercise of any right preclude any other or further exercise of that right or any other right.

B. **Entire Agreement and Amendment.** This Agreement and any documents to which it refers contain all of the terms of the Agreement between the parties with respect to its subject matter and all Exhibits are incorporated by reference. This Agreement supersedes any previous discussions, writings, or other communications with respect to its subject matter. Any amendment or waiver of any term in this Agreement shall be enforceable only if it is in writing and signed by both parties.

- C. **No Assignment or Subcontracting.** The Subcontractor shall not assign, subcontract or otherwise transfer any of its rights or duties without the prior written consent of MPHI.
 - D. **Invalid Provisions.** If any term of this Agreement is held to be invalid, the remainder of the Agreement shall nevertheless be enforced to the maximum extent permitted by law.
 - E. **Third Party Beneficiaries.** No third party shall have the right to enforce any term in this Agreement against either party, except that any funding source identified in the Funding Source Agreement shall be entitled to enforce any of MPHI's rights under this Agreement.
 - F. **Individual Authority.** Any persons signing on behalf of the Subcontractor represent and warrant that they are duly authorized to sign this Agreement on behalf of the Subcontractor and that this Agreement has been authorized by the Subcontractor.
 - G. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.
- 18. Stop Work Order.** The funder, MDHHS, may suspend any or all activities under this Agreement at any time, as detailed in Exhibit C. Upon receiving notice from the funder to suspend activities under this Agreement, MPHI will provide the Subcontractor with a written stop order detailing the suspension. Subcontractor must comply with the stop work order upon receipt. MPHI will not pay for any Activities, Subcontractor's lost profits, or any additional compensation during a stop work period.

MICHIGAN PUBLIC HEALTH INSTITUTE

_____ Date

SUBCONTRACTOR NAME

_____ Date

**EXHIBIT A
WORK STATEMENT & PROGRESS REPORTS**

Contract Between
Michigan Public Health Institute
and
Subcontractor's Name

Work Plan

The services to be performed by the Subcontractor are as follows:

Describe services to be performed.

Progress Reports

Subcontractor shall send progress reports to Program Director's or Project Coordinator's name at the following address:

Address to send progress reports: Program Director or Project Coordinator Name
Program Name
Michigan Public Health Institute
Address
City, State ZIP
Phone Number
Email Address

Progress reports are due ten (10) days following the end of the calendar quarter. The content of the quarterly reports should be very brief, should be written in paragraph format, and should describe:

- What activities were accomplished in the previous quarter,
- What activities are planned for the next quarter,
- Any anticipated problems that may delay completion of the project on schedule,
- Any significant staff changes on the project,
- Whether the budget for the project is on-track, and
- Whether any amendments to the original subcontract should be expected.

Reference Number: Program Area Letter-Project Number-WBS Element-504100 (Uninc) or 504200 (Inc)

EXHIBIT B
BUDGET, STATEMENT, & INVOICE INFORMATION

Contract Between
Michigan Public Health Institute
and
Subcontractor's Name

Description of payment amounts and payment methods:

[NOTE: (List out hourly rates, fixed price, or how payments will be made, including any specific reimbursed expenses) Use current GSA business mileage rates which can be found at www.gsa.gov.]

[If reimbursing for travel, the following paragraph must be included: All individuals traveling under this subcontract are required to follow current travel regulations established by the Federal Uniform Guidance, the IRS and, if applicable, State travel regulations. MPHI will not reimburse for any expense not allowable under the Guidance, IRS, or applicable State regulations. All requests for travel reimbursement must state that Federal Guidance has been followed before payment is issued.]

Total payments from MPHI to the Subcontractor under this Agreement, shall not exceed the sum of **XXXX and xx/100 DOLLARS** [Dollar amount in text form: **ALL CAPS**] (\$XX,XXX.XX). MPHI shall make payments to Subcontractor within forty-five (45) days after receipt by the Business Office of an invoice that has been approved by the project coordinator indicating the amount due and the subcontract reference number.

MPHI's fiscal year is January to December. Subcontractor invoices that cross more than one of MPHI's fiscal years cannot be submitted. All invoices must be separated by MPHI's fiscal year. An invoice for any expenses incurred during one fiscal year must be submitted to MPHI within forty-five (45) days of the start of the following fiscal year. For example, for work performed on a subcontract between December 1st and January 31st, an invoice must be submitted for the December 1st-31st portion of expenses by February 14th. **An invoice for any expenses incurred during one fiscal year must be submitted to MPHI within forty-five (45) days of the start of the following fiscal year. Invoices for expenses incurred prior to December 31st of one fiscal year, but received over 45 days after the start of the following fiscal year will not be paid.**

Subcontractor shall send invoices no more frequently than monthly and all invoices must conform to requirements in the Funding Source Agreement. A final invoice must be submitted to MPHI within fifteen (15) days after the termination date of this contract, unless otherwise agreed in writing by the Grants and Contracts Manager of MPHI. Invoices received after this date without prior approval will not be honored. Payment by the MPHI to the Subcontractor is subject to the availability of funds under the Funding Source Agreement.

Statements/Invoices should be mailed to: **Program Director or Project Coordinator Name**
Project Office Name
Michigan Public Health Institute
Address
City, State ZIP

Reference Number: Program Area Letter-Project Number-WBS Element-504100 (Uninc) or 504200 (Inc)

Phone Number
Email Address

Reference Number: **Program Area Letter-Project Number-WBS Element-504100 (Uninc) or 504200 (Inc)**

EXHIBIT C

**COPY OF FUNDING SOURCE AGREEMENT
(see attached)**

EXHIBIT D

PRIVACY REQUIREMENTS FOR SUBCONTRACTORS TO MPHI PRIVACY-SENSITIVE PROJECTS

Contact Information/Definitions:

Privacy-sensitive project: A project may be classified as privacy-sensitive due to applicable federal laws such as HIPAA, because of state or local laws or regulations, or by the MPHI Privacy Panel decision. Privacy-sensitive projects are required to comply with additional and/or modified procedures and safeguards that are not normally applied to standard MPHI projects.

MPHI Program Contact: **Contact Name**
 Address
 City, State ZIP
 Phone Number

MPHI Privacy Officer: Ta-Tanisha Manson
 Michigan Public Health Institute
 2436 Woodlake Circle, Suite 340
 Okemos, MI 48864
 (517) 324-6084

Maintaining Security & Confidentiality of Privacy-Sensitive Data

Subcontractor staff working on privacy-sensitive projects will comply with the additional confidentiality and security procedures described below.

1. Controlling Access to Data on Privacy-Sensitive Projects:
 - a. Subcontractor staff will be assigned by the Subcontractor to appropriate levels of authorization limiting access to data. These levels of authorization apply to both electronic data and data stored in hardcopy.
 - b. The Subcontractor will maintain a log of who has been granted access to the project data, their level of authorization, their role, when access was granted, and when access was changed or revoked.
 - c. Subcontractor staff with access to MPHI data will be required to sign a Confidentiality Agreement annually prior to being granted access to project data or information. Signed and dated copies of these Confidentiality Agreements will be supplied to the MPHI program contact.
 - d. Subcontractor staff will receive training in the Subcontractor's privacy and confidentiality policies and procedures, including any enhanced procedures applicable to MPHI projects.
2. Physical Safeguards to Protect Privacy-Sensitive Data:
 - a. Any paper documents containing processed or unprocessed MPHI data that contains personal identifiers, or data that are broken out at the individual level are subject to the following security measures:

- i. Documents will not be left in an unattended, unsecured room.
 - ii. If paper documents containing data are out on a desk or an open data file is on the computer screen, unauthorized persons will not be allowed in the room. Unauthorized persons will not be allowed to use a workstation or laptop computer while project data is in use on that workstation.
 - iii. When leaving the office unattended for extended periods, documents must be placed in a locked drawer or safe accessible only to authorized staff members.
 - iv. Document shredding is required for documents containing data that have been superseded and/or determined to be obsolete. All documents will be shredded with a cross cut shredder.
3. Technical Safeguards to Protect Privacy-Sensitive Data:
 - a. MPHI privacy-sensitive data files may routinely be stored on removable media. Removable media must be placed in a locked drawer or safe accessible only to authorized staff members when not in use.
 - b. MPHI data for privacy-sensitive projects may routinely be stored in “Secure” data folders on servers or hard drives with appropriate firewalls and controlled access.
 - c. MPHI reserves the right to specify how data will routinely be stored on a project-by-project basis.
4. Sending, Receiving and Transporting MPHI Privacy-Sensitive Data: The data transfer protocols described under this section help to ensure that data are not accessed by unauthorized persons and are neither inadvertently lost nor destroyed.
 - a. All incoming and outgoing data transfers, regardless of transmission method, will be logged.
 - b. Both paper and electronic MPHI data being retrieved or delivered in person by the Subcontractor must be carried by an authorized staff member and, to the extent practicable, must remain in close physical proximity to that person during the transfer. The staff member must retain knowledge and control over the data’s whereabouts at all times and may not entrust it to any person except an authorized staff member or other person to whom the data are being delivered in compliance with the project workplan or other project needs.
 - c. Both paper and electronic MPHI privacy-sensitive data may be transferred via the U.S. Postal Service. Because tampering with the U.S. mail is a federal offense, this should provide adequate protection for the data when coupled with the use of certified or registered mail (including return receipt, restricted delivery, signature confirmation or other additional services). Any electronic files sent in the mail must be encrypted; password protection alone is not an adequate level of security. Subcontractor will use U.S. Postal Service’s registered or certified mail with return receipt service for delivering data or another courier service, such as by United Parcel Service, that offers traceable delivery. For incoming MPHI data, the Subcontractor will require use of courier services that provide tracking information and other security mechanisms similar to those provided by the US Postal Service, and will make every reasonable effort to ensure that project partners comply with secure transfer expectations, including encryption of data.
 - d. Subcontractor use of facsimile transfers for confidential MPHI data is strongly discouraged. However, if it is necessary to send outgoing faxes with privacy-sensitive data, Subcontractor staff will maximize the security of the transmission by using a fax cover sheet that clearly identifies the person or entity that should receive the data and clearly states that the remaining

pages in the fax contain confidential, privacy-sensitive information. They will also do everything in their control to assure that the intended recipient is at the fax machine at the time of transmission. Staff must request confirmation that the intended person or entity received the fax. For incoming data, Subcontractor will strongly discourage the use of faxes and will make every reasonable effort to ensure that project partners comply with secure transfer expectations.

- e. Electronic data transfers of MPHI data over publicly shared networks, such as email or the Internet, are only permitted when both sender and receiver are using federally approved encryption methods approved by MPHI. The software used to encrypt data should implement a U.S. government approved encryption algorithm called Advanced Encryption Standard (AES).
5. Subcontractor staff that have obtained permission to telecommute while working on an MPHI privacy-sensitive project are required to follow the procedures detailed in EXHIBIT D.

Disclosing Privacy-Sensitive Data

The state and federal laws that apply to the project often regulate the disclosure of privacy-sensitive data. Subcontractor should be familiar with the requirements of applicable laws. Subcontractors must follow guidelines for appropriate disclosure (including disclosure to clients, project partners, funders, and subcontractors) outlined in the project workplan or other applicable contractual agreements.

Report Adverse Events

Non-compliant data transfers, inadvertent data disclosures, and non-compliance with any of the security procedures required for privacy-sensitive projects must be reported to the MPHI Program contact and MPHI Privacy Officer immediately and documented as an adverse event.