



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

November 2, 2023

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2023 Safer Childbirth Cities Initiative Sustainability Mini-Grant

The Michigan Public Health Institute has awarded the City of Detroit Health Department with the FY 2023 Safer Childbirth Cities Initiative Sustainability Mini-Grant for a total of \$5,000.00. There is no match requirement. The total project cost is \$5,000.00.

The objective of the grant is to support the Department's initiatives aimed at reducing maternal mortality. The funding allotted to the department will be utilized to conduct next of kin interviews, promote/participate in a health summit, and purchase equipment.

If approval is granted to accept and appropriate this funding, the appropriation number is 21357.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
17E14C340851267...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...
Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Health Department is requesting authorization to accept a grant from the Michigan Public Health Institute, in the amount of \$5,000.00, to support the Department's initiatives aimed at reducing maternal mortality; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21357, in the amount of \$5,000.00, for the FY 2023 Safer Childbirth Cities Initiative Sustainability Mini-Grant.

CITY DRAFT dated 10.18.23 / Reference Number: 23-MA-100077-11E-504200

SUBCONTRACTOR AGREEMENT BETWEEN

Michigan Public Health Institute
2436 Woodlake Circle, Suite 300
Okemos, MI 48864 and City of Detroit
Detroit Health Department
100 Mack Ave
Detroit, MI 48201
FEIN: XX-XXX4606

THIS AGREEMENT (the “Agreement”) is by and between the MICHIGAN PUBLIC HEALTH INSTITUTE, a Michigan nonprofit corporation ("MPHI"), and the City of Detroit, a Michigan municipal corporation, acting by and through its Health Department ("Subcontractor"), shall become effective on the date this contract is signed by both parties and is approved by the City of Detroit Law Department (the “Effective Date”) and continues through the End Date (as defined hereafter).

1. **Acknowledged Facts.** MPHI has entered into a contract with the Association of Maternal & Child Health Programs (AMCHP) to administer the Safer Childbirth Cities Initiative Sustainability Mini-Grant Program that provides targeted, goal-based funding to overcome sustainability obstacles faced by the Safer Childbirth Cities Initiative grantees ("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 August 18, 2023 and shall continue those services through February 16, 2024 (“End Date”) or the date of termination, whichever occurs first (the “Term”). 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 already spent, 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 not already spent that were paid to Subcontractor.

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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 to the extent permitted by law have access to all of Subcontractor's records relating to its services under this Agreement within ten (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, subject to fifteen (15) days advanced written notice first provided to Subcontractor. 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 four (4) 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.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. MPHI and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. 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. Title VI of the Civil Rights Act of 1964 (P.L. 88-352)
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686)
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107)
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended

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6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended
7. §§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;
8. Any other nondiscrimination provisions in the specific statute(s) under which federal assistance is being made;
9. The requirements of any other nondiscrimination statute(s) which may apply to the Agreement.

- B. **Pro-Children Act.** MPHI will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6091 et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; services providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. MPHI also assures that this language will be included in any subawards which contain provisions for children's services.

MPHI also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of MPHI. If activities are delivered in facilities or areas that are not under the control of the MPHI (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

- C. **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.
- D. **Human Research Subject Protections.** The subcontractor will comply with MPHI's Federal Wide 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.

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- 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).
- F. **Mandatory Disclosures.** The Subcontractor must disclose to MPHI, in writing and within ten (10) days of it receiving notice of any litigation, investigation, arbitration, or other proceeding arising during the Term of this Agreement and involving Subcontractor, or an officer or director of Subcontractor or subcontract who are directly affiliated with this Agreement or work in connection with services provided under 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 parole 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, and to the extent permitted by applicable law, including FOIA, 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 third person or entity. Confidential information shall include, but

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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 Agreement. The inadvertent disclosure through negligence of confidential information or data concerning MPHI is grounds for termination of this contract. For the avoidance of confusion, any disclosure made by the Subcontractor which is required by law shall not constitute an improper disclosure under this Agreement and shall not require MPHI's prior written consent.

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. **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.

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11. **Indemnification and Insurance.** Each party shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its own officers, agents, or employees. Neither party is obligated to indemnify the other party, or to hold the other party harmless from costs or expenses incurred as a result of such claims; each shall continue to enjoy all rights, claims, and defenses available to it under the law. Each party shall be responsible for any liabilities, damages, or claims arising out of injuries or property damaged suffered by any person as a result of the conduct, actions, negligence, or misconduct of its own officers, agents, or employees. The Subcontractor satisfies all of its insurance obligations under this Agreement through its qualification with the State of Michigan as a self-insurer.
12. **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.
13. **Subcontractor's Affirmation.** Subcontractor makes the following affirmations:
 - 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. 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 of any conflict of interest arises during the term of this Agreement.
 - D. 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.
14. **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.

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15. **Force Majeure.** The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, threat of communicable disease or curtailment of transportation facilities – to the extent that such circumstance makes it illegal, impossible, or impracticable for either party to carry out the planned work. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.
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 email, or 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: Gretta Hoekstra, Grants and Contracts Administrator
Michigan Public Health Institute
2436 Woodlake Circle, Suite 300
Okemos, MI 48864
ghoekstr@mphi.org

If to the Subcontractor: City of Detroit
City of Detroit Health Department
100 Mack Ave
Detroit, MI 48201
(313) 876-0388
Attn: Director

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.** The Subcontractor shall not assign or otherwise transfer any of its rights or duties without the prior written consent of MPHI.

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- 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 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.

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**SIGNATURE PAGE
TO
SUBCONTRACT AGREEMENT**

MICHIGAN PUBLIC HEALTH INSTITUTE

_____ Date _____

CITY OF DETROIT

A Michigan municipal corporation,
acting by and through its Health Department

_____ Date _____

CITY DRAFT dated 10.18.23 / Reference Number: 23-MA-100077-11E-504200

EXHIBIT A
WORK STATEMENT & PROGRESS REPORTS

Contract Between
Michigan Public Health Institute
and
City of Detroit Health Department

Work Plan

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

Provide support to the "State of Black Family Health Summit" by:

- Obtaining incentive for more community involvement
- Purchasing equipment (laptop, scanner) and support training to add on a "Next of Kin" interview for cases Maternal Mortality Vitality Review Team (MMVRT) abstracts.

Progress Reports

Subcontractor shall send progress reports with their invoices.

The content of the progress reports should be very brief, specific to the activities above, and should describe:

- What activities were accomplished
- What activities are planned
- 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
- Whether any amendments to the original subcontract should be expected

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EXHIBIT B
BUDGET, STATEMENT, & INVOICE INFORMATION

Contract Between
Michigan Public Health Institute
and
City of Detroit Health Department

Description of payment amounts and payment methods:

To be paid \$5,000 upon completion of the "State of Black Family Health Summit".

Total payments from MPHI to the Subcontractor under this Agreement, shall not exceed the sum of FIVE THOUSAND and 00/100 DOLLARS (\$5,000). 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 submitted to: Caira Boggs – cboggs@mphi.org
Cc: Stephanie Steere – ssteere@mphi.org

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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: Caira Boggs
2465 Woodlake Circle, Suite 100
Okemos, MI 48864
(517) 709-8262

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 security 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.

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- 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

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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.