

SUBCONTRACTOR AGREEMENT BETWEEN

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

and

City of Columbus
Columbus Public Health
240 Parsons Ave.
Columbus, OH 43215

FEIN: 0223

THIS AGREEMENT is by and between the MICHIGAN PUBLIC HEALTH INSTITUTE, a Michigan nonprofit corporation ("MPHI"), and City of Columbus, Columbus Public Health ("Subcontractor").

1. **Acknowledged Facts.** MPHI has entered into a contract with Health Resources Services Administration (HRSA)/Maternal and Child Health Bureau (MCHB)/US Department of Health and Human Services (DHHS) to be a data Center for Child Death Review program across the country ("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 March 1, 2023 and shall continue those services through June 30, 2023 ("End Date") or the date of termination, whichever occurs first. 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 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.** 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, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information. . 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.

The Subcontractor shall not discriminate against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting.

Subcontractor acknowledges that discrimination is a material breach of this agreement.

- B. **Pro-Children Act.** The Contractor 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. The Contractor also assures that this language will be included in any subawards which contain provisions for children's services.

The Contractor also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Contract 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 the Contractor. If activities are delivered in facilities or areas that are not under the control of the Contractor (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 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).
- 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 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, 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. **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.

11. **Indemnification and Insurance.** Subcontractor shall be responsible for any claims, liabilities, and expenses 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. By signing this agreement, subcontractor certifies that it is self-insured and will remain self-insured throughout the term of this Agreement. MPHI reserves the right to request and receive proof of insurance coverage.
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. **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 3-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 statutes 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 3-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.
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. 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.
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 a 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 email address. In addition, a hard copy may also be sent via regular mail or via overnight 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
grants@mphi.org

If to the Subcontractor: Katie Pettiford
 City of Columbus
 Columbus Public Health
 240 Parsons Ave
 Columbus, OH 43215
 614.645.3135

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. **Publications.** “This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.”

Reference Number: Q-38856-115-504200

Subcontractors are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

MICHIGAN PUBLIC HEALTH INSTITUTE

<p>DocuSigned by:  <hr/> <small>181A7DDB91C34D9...</small> Janice Kidd Finance & Budget Manager</p>	<p>5/18/2023 <hr/> Date</p>
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CITY OF COLUMBUS, COLUMBUS PUBLIC HEALTH


<p>DocuSigned by:  <hr/> <small>44C2C5A7081247E...</small> MWR by Anita Clark Health Commissioner</p>	<p>5/17/2023 <hr/> Date</p>
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EXHIBIT A
WORK STATEMENT & PROGRESS REPORTS

Contract Between
Michigan Public Health Institute
and
City of Columbus
Columbus Public Health

Work Plan

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

- Be available for FIMR personnel from other sites to visit and attend CRT and CAT meetings on request
- Willing to meet with FIMR personnel from other sites 1:1 to share resources, strategies, and expertise on coordinating a successful FIMR program.
- Be willing to travel to other FIMR sites, or selected national meetings, on the request of the National Center, to assist in FIMR mentoring and program development. Expenses related to travel to be covered by the trainee site.
- Promote the FIMR program and the additional services available through the National Center.
- Assist the National Center to evaluate and improve the experiences for mentor sites and trainees.
- Work with the staff of the NHTSA to identify opportunities to engage Healthy Start sites and advocate for the implementation of a FIMR program.

Progress Reports

Subcontractor shall send progress reports to Abby Collier at the following address:

Address to send progress reports: Abby Collier
National Center for Fatality Review and Prevention
Michigan Public Health Institute
2395 Jolly Road, Suite 120
Okemos, MI 48864
(517) 614-0379
acollier@mphi.org

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.

EXHIBIT B
BUDGET, STATEMENT, & INVOICE INFORMATION

Contract Between
Michigan Public Health Institute
and
City of Columbus
Columbus Public Health

Description of payment amounts and payment methods:

Contractor shall receive \$1,000.00 following execution of the contract, upon receipt of an invoice. The remaining \$1000.00 will be paid at the completion of the work.

Total payments from MPHI to the Subcontractor under this Agreement, shall not exceed the sum of TWO THOUSAND and 00/100 DOLLARS (\$2,000.00). 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.

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: Abby Collier
National Center for Fatality Review and Prevention
Michigan Public Health Institute
2395 Jolly Road, Suite 120
Okemos, MI 48864
(517) 614-0379
acollier@mphi.org

Reference Number: Q-38856-115-504200

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: Abby Collier
Michigan Public Health Institute
2395 Jolly Road, Suite 120
Okemos, MI 48864
(517) 614-0379

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.
 - 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.

EXHIBIT E

SPECIAL PROVISIONS FOR WORK FUNDED BY FEDERAL DOLLARS

1. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

(a) The recipient must -

- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;
- (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

2. ADDITIONAL ACCESS TO RECIPIENT RECORDS

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

3. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

4. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5. BYRD ANTI-LOBBYING AMENDMENT.

Contractors shall file the required certification entitled *Certification Regarding Lobbying* attached below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (c) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. COPELAND "ANTI-KICKBACK" ACT

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented

by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (a) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

9. PROCUREMENT OF RECOVERED MATERIALS

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. ADDITIONAL FEMA CONTRACT PROVISIONS.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

a. **Access to Records.** The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. **Changes.** See the provisions regarding modifications or change notice in the Contract Terms.

c. **DHS Seal Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

d. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject

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to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

f. Program Fraud and False or Fraudulent Statements or Related Acts The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign:		Date Signed:
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Name:	Title:	
MWR by Anita Clark	Health Commissioner	

CERTIFICATION REGARDING LOBBYING

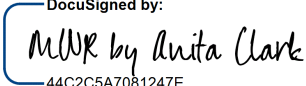
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

SIGNATURE – Official Authorized to Sign:		Date Signed:
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Name:	Title:	
MWR by Anita Clark	Health Commissioner	