

**Midwest Genetics Network  
Request for Proposal**

**Issued By**

**Michigan Public Health Institute**



**Issue Date: July 31, 2021**

All applications must be complete and respond to the following response items in order. Requested attachments should be included at the end of the document. The application including attachments should be no more than 5 pages total. Refer to the Administrative Information section for guidance. Contact Sally Hiner at [info@midwestgenetics.org](mailto:info@midwestgenetics.org) with any questions.

1. Applicant Organization: Official/Legal entity name and full address (including zip code).
2. Applicant Organizations Authorized Contact: Name, title, telephone number, and email address of the individual acting as applicant's authorized contact.
3. Project Narrative: Include a statement of impact, key issue area/statement of need, and a proposed solution. Describe the solution, why it will work, a plan for reaching target population(s), approach/methodology, and anticipated outcomes.
4. Budget (**Attachment A**): Include the amount of financing requested.  
*See Administrative Guidance document for sample budget template.*
5. Work Plan (**Attachment B**): Include goals, activities, expected outcomes, and timeline.  
*See Administrative Guidance document for sample work plan template.*
6. Sustainability Plan: Include continuation of the project/sustainability beyond the funding period.
7. MGN Engagement: Describe the organization's experience/involvement with the Midwest Genetics Network.

Completed proposals are due September 1, 2021 at 11:59 pm EST. Incomplete proposals, or proposals received after the Submission Deadline will not be considered.



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**Midwest Genetics Network**  
**Request for Proposal**  
Administrative Information

**Issued By**  
**Michigan Public Health Institute**



## Section 1.0 Introduction and Background

### 1.1. Purpose of the Solicitation

MPHI (the Institute) is a Michigan non-profit 501(c)(3) Corporation authorized under Public Act 264 of 1989 as a cooperative venture of the State of Michigan Department of Health and Human Services (MDHHS), the University of Michigan, Michigan State University, and Wayne State University to plan, promote and coordinate all facets of health care services.

The Midwest Genetics Network (MGN) is a project of MPHI, funded through the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS). \* MGN is one of seven regional genetics networks focused on improving the availability, accessibility, and quality of genetic services and resources for medically underserved individuals having, or at risk for, genetic conditions and their families across the lifespan. The Midwest region is comprised of seven states which are: Kentucky, Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin.

**Goals & Objectives:** MGN’s overall goal is to improve health equity and health outcomes in individuals with genetic conditions and to improve the quality of coordinated and comprehensive services to children with such conditions and their families by supporting an infrastructure to improve access to genetic services, providing training and education to health care professionals and supporting families. Program objectives for the 2020-2024 funding cycle include: improving access to genetic services, increasing the utilization of telemedicine, and educating and engaging stakeholders.

Program Objectives	Performance Measures
Improving Access to Genetic Services	<p><b>PM 1B:</b> Number of resources on genetics developed by the RGNs, NCC, or NEFSC</p> <p><b>PM 2A:</b> Number of patients for whom the RGN program facilitated new connections to genetic healthcare services provided within the healthcare system</p> <p><b>PM 2B:</b> Number of individuals or families for whom the RGN program facilitated new connections outside of the healthcare system to genetic services</p>
Increasing Utilization of Telemedicine	<p><b>PM 3:</b> Number of providers trained or provided technical assistance through RGN-support that focuses on telehealth modalities for genetics</p> <p><b>PM 4:</b> Number of RGN-supported clinic sites that use telehealth modalities</p> <p><b>PM 5:</b> Number of patients for whom telehealth modalities for genetics were used</p>
Educating and Engaging Stakeholders	<p><b>PM 1A:</b> Number of providers, individuals, and families that received education or training on genetics or genetic service delivery from the RGNs, NCC, or NGEFSC</p>

**RFP Details:** The purpose of this Request for Proposal (RFP) is to contract with organizations seeking to support MGN goals and objectives through the implementation of innovative projects. Eligible organizations include, but are not limited to, Family to Family Information Centers, parent support organizations, advocacy organizations, hospitals, clinics, and private providers serving the seven state MGN region. Approved uses of funding awarded through this RFP are varied and will be determined on a case-by-case basis; all funding must support one or more of the goals and objectives outlined above, and cannot exceed \$10,000. Applicants who have received funding from MGN in previous years are eligible to apply again. Funding in sequential years may be used to continue a previously funded project, or toward the development of a new project. To be considered eligible, an individual or entity submitting a proposal in response to this solicitation must comply with all the requirements and timelines contained herein this document. Projects supporting cancer genetics do not align with HRSA goals under this project and will not be considered for funding.

## Section 2.0 Official Means of Communication

### 2.1 Solicitation and Publication of Communications

The solicitation referenced on the cover page of this document is issued for the Midwest Genetics Network by the Michigan Public Health Institute (MPHI).

During this solicitation process official communication with Applicants will be via the MPHI e-mail address [info@midwestgenetics.org](mailto:info@midwestgenetics.org). Communications may include modifications, addenda, responses to inquiries and the announcement of award.

### 2.2 Sole Point of Contact

The Institute’s sole point of contact for this solicitation is:

Sally J Hiner  
Michigan Public Health Institute  
Senior Project Manager  
2395 Jolly Road, Suite 100  
Okemos, MI 48864  
517-324-7387  
shiner@mphi.org

## Section 3.0 Schedule of Activities

The schedule of key activities for this solicitation is as follows:

ACTIVITY	DATE
Invitation to Bid Released	July 13 2021
Questions Deadline	July 31, 2021
Answers to Questions Provided	August 8, 2021

Proposal Submission Deadline	September 1, 2021
Selection and Notification of Award	September 15, 2021
Start Date (Estimated)	November 1, 2021
Funding Period	November 1, 2021 – October 31, 2022
<b>The Institute reserves the right to revise the dates in this schedule.</b>	

### 3.1 Questions

Prospective Applicant's questions must be received by the Institute by the Questions Deadline. Prospective Applicants must submit all inquiries by electronic mail (e-mail) to [info@midwestgenetics.org](mailto:info@midwestgenetics.org). The e-mail should include the name of the Applicant and the organization for which the Applicant is submitting the proposal.

Inquiries received by the Institute by the Questions Deadline will be responded to by the Institute via e-mail. Questions received after the Question Deadline will not be included in the Institute's response.

### 3.2 Proposal Submission Deadline

Proposals must be received on or before the Proposal Submission Deadline.

It is the responsibility of the Applicant to ensure that the Institute receives the Applicant's complete proposal package on or before the Proposal Submission Deadline. All applications and attachments should be submitted via the email link [info@midwestgenetics.org](mailto:info@midwestgenetics.org) provided in the application.

Proposals received after the Proposal Submission Deadline will not be considered.

## Section 4.0 General Considerations

### 4.1 Disclaimer on Information in Solicitation

All statistical and fiscal information contained within this solicitation, and any amendments and modifications thereto reflect the best and most accurate information available to the Institute at the time of solicitation preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of the intentional misrepresentation by the Institute.

### 4.2 Solicitation Cancellation

The Institute reserves the right to cancel this entire solicitation or individual phases at any time, without penalty.

### 4.3 Proposal and Pre-Contract Costs

The Institute is not liable for any costs incurred by Applicants prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

### 4.4 Reporting Requirements

Acceptance of award confirms Applicant's willingness to comply with all reporting requirements as determined by Midwest Genetics Network.

Funded grantees will be required to submit quarterly progress reports, submit data related to MGN goals and objectives and participate in grantee check-in meetings.

## Section 5.0 Proposal Requirements

### 5.1 Solicitation Compliance / Proposal Rejection

Proposals will be accepted only for the entire Proposal as described within this solicitation.

Estimated costs/prices will not be accepted. Proposed costs/prices must be firm.

Failure of an Applicant to comply with or meet all requirements or respond to all requests for information within this solicitation, may result in Applicant's proposal being disqualified or determined not acceptable. The Institute reserves the right to reject any or all proposals for non-compliance, to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or complete proposals if deemed in the best interest of the Institute. Such disqualification or determination may occur at any point following the Proposal Submission Deadline.

Best and final offers may be requested and considered, at the Institute's option and request.

### 5.2 General Instructions

Applicants should adhere to the format prescribed and content required for proposal responses. Applicant's proposal response and attachments shall:

- Present writing that is responsive, succinct, self-explanatory and well organized on pages that are consecutively numbered and in a consistent numbering format.
- Be concise but provide complete responses.
- Present attachments that are labeled with wording related to the requirement or topic covered within the attachment.
- Provide a full and complete response to each numbered item in the solicitation.

### 5.3 Complete Proposal

A complete proposal shall include the following:

1. Project Narrative:
  - a. *Statement of Impact:* In 3 sentences or less, describe the project goals and expected impact. Think of this as your sales pitch.
  - b. *Key Issue Area/Statement of Need:* What is the key issue area you are trying to address?
  - c. *Proposed Solution (Be sure to connect your proposed project to MGN's Goals and Objectives)*
    - (1) Description of the solution and why it will work

- (2) Goal and Key Objectives
  - (3) Target Population (and plans for engaging target population)
  - (4) Approach/Methodology
  - (5) Outcomes
2. Tweet about it: Describe your initiative in 280 characters or less, just as if you were going to share it on Twitter
  3. Prospects/Plans for Sustainability
  4. Information about organizational/individual experience with Midwest Genetics Network
  5. Work Plan (Attachment A)
    - a. Timeline
    - b. Deliverables
  6. Budget (Attachment B)

Proposal submissions should not exceed 5 pages, including attachments. Suggested Budget and Work Plan templates are attached for reference (Attachments A & B). Other formats may be used but should contain all of the information outlined in the templates.

**5.4 Proposal Submission**

Applications will be accepted via the [info@midwestgenetics.org](mailto:info@midwestgenetics.org) link. Proposals submitted in hard copy will not be considered.

**5.5 Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn by the Applicant prior to the Proposal Submission Deadline.

**5.6 Binding Offer**

A proposal submitted in response to this solicitation shall constitute a binding offer.

**Section 6.0 Evaluation Methodology**

**6.1 Scoring Criteria**

The Institute will evaluate each application based on the criteria listed below.

Scale (Max Score =65)

1	Poor
2	Fair
3	Average
4	Above Average
5	Outstanding



Section	Score (1-5)
<b>1. Project Narrative (35 points)</b>	-----
<ul style="list-style-type: none"> <li>• <i>Statement of Impact: Does the impact statement align with MGNs goal and objectives</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Key Issue Area/Statement of Need: is the statement of need clear and well supported</i></li> </ul>	
<ul style="list-style-type: none"> <li>• Description of the solution and why it will work: is the solution innovative and feasible</li> </ul>	
<ul style="list-style-type: none"> <li>• Alignment with MGNs Goal and Key Objectives: how well does the proposed work align with MGNs goal and objective</li> </ul>	
<ul style="list-style-type: none"> <li>• Target Population (and plans for engaging target population): Target population is clearly identified. Plan for engagement of the population is clear and feasible.</li> </ul>	
<ul style="list-style-type: none"> <li>• Approach/Methodology: Approach and methodology is clear, feasible, and innovative</li> </ul>	
<ul style="list-style-type: none"> <li>• Outcomes: Outcomes are aligned with MGN’s goal and objectives</li> </ul>	
<b>2. Tweet about it (5 points)</b>	-----
<ul style="list-style-type: none"> <li>• Sample tweet is engaging and connects the project to MGN</li> </ul>	
<b>3. Sustainability (5 points)</b>	-----
<ul style="list-style-type: none"> <li>• Ability to sustain project beyond funding period (5 points)</li> </ul>	
<b>4. Work Plan (15 points)</b>	-----
<ul style="list-style-type: none"> <li>• Likelihood work can be completed on the proposed timeline</li> </ul>	
<ul style="list-style-type: none"> <li>• Project will contribute to MGN’s performance measures</li> </ul>	
<ul style="list-style-type: none"> <li>• Overall likelihood of work plan success</li> </ul>	
<b>5. Budget (5 points)</b>	-----
<ul style="list-style-type: none"> <li>• The budget comprehensive and reasonable</li> </ul>	
<b>6. Experience/Involvement with Midwest Genetics Network (participation in work group, attendance at meetings, other contributions, etc.) (not scored)</b>	-----
<b>Total Score</b>	

## Section 7.0 Award and Contract

### 7.1 Notice of Intent to Award

The winning Applicants will be notified via e-mail.

### 7.2 Contract Terms and Conditions

By submitting a proposal, the Applicant confirms its willingness to enter into a contracting document and the requirements of this solicitation without exception, deletion, qualification or contingency. Awardee requirements include quarterly reporting, participation in monitoring meetings and funder acknowledgement in products/publications. Note: this list is not exhaustive.

A copy of MPH’s standard subcontract is included as Attachment C.

### 7.3 News Releases

News releases pertaining to this solicitation or intent to award shall not be made prior to the execution of the contract nor without prior written approval by the Institute.

**Attachment A**

**BUDGET JUSTIFICATION**

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*Provide a narrative that fully supports and explains the basis for the information in the Budget using the following budget categories.*

**Personnel Expenses** *(Include Fringe Costs if necessary. Total Personnel Expenses should not exceed more than 50% of total direct costs)*

**Consultant/Contractor**

**Travel & Meeting Expenses**

**Other Expenses** *(Include costs that do not fall into the categories noted above such as equipment, stipends, etc.)*

**Indirect Fees** (Not to exceed 10% of the total direct costs):

**Attachment B**

**Work Plan Template**

<b>Goal:</b>				
	<b>Key Activities</b> <i>(add additional lines as needed)</i>	<b>Expected Outcome</b>	<b>Completion Date</b>	<b>MGN Performance Measure</b> <i>(see table on page 4)</i>
<b>Objective 1</b>				
<b>Objective 2</b>				
<b>Objective 3</b>				

## Attachment C

### MPHI's Standard Contract Template

#### SUBCONTRACTOR AGREEMENT BETWEEN

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

and

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

**THIS AGREEMENT** is by and between the MICHIGAN PUBLIC HEALTH INSTITUTE, a Michigan nonprofit corporation ("MPHI"), and the **{Subcontractor Name}**, ("Subcontractor").

1. **Acknowledged Facts.** MPHI has received a grant from Health Resources and Services Administration to develop, pilot test, and disseminate innovative ways to increase connections among underserved populations and genetic services in each of the seven MGN states. The MGN will work with geneticists, families, clinicians, and professional and community-based organizations at local, state, and federal levels to accomplish its goals. ("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.
3. **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.
4. **Term of Agreement; Termination Without Cause.** The Subcontractor shall begin providing the services described above on November 1, 2021 and shall continue those services through May 31, 2022 ("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.
5. **Payment.** Payments shall be paid according to the program budget or schedule attached as Exhibit B.
6. **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.

7. **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.
8. **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.
9. **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.
10. **Compliance with Laws, Regulations, and MPHI Policies and Assurances.**
  - A. **Nondiscrimination.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The Subcontractor 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. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.

4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder.

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.

11. **Independent Contractor.** The Subcontractor is an independent contractor for MPHI and neither the Subcontractor nor any of its employees or agents shall be treated as employees of MPHI. Subcontractor will not represent either itself or any of its employees or agents as employees of MPHI. Subcontractor shall be responsible for all compensation, fringe benefits, and other obligations due to its employees, including but not limited to the withholding and payment of all applicable employment, income and social security taxes to federal, state and local governments. Subcontractor shall also comply with all workers' compensation laws applicable to its business and will provide to MPHI proof of its compliance with this section upon request by MPHI. If any court or administrative agency determines that Subcontractor or any of its employees or agents should be treated as employees of MPHI instead of independent contractors, Subcontractor agrees to reimburse MPHI on demand for all expenses and costs incurred by MPHI as a result of that determination, including but not limited to reasonable attorneys' fees, taxes, interest, penalties and damages.

12. **Indemnification and Insurance.** Subcontractor shall defend, indemnify and hold MPHI and its officers, directors, agents and employees harmless from all claims, liabilities, and expenses (including

but not limited to reasonable attorney fees and costs) arising out of any action by Subcontractor or any of its agents, employees or subcontractors in connection with the services to be provided under this Agreement. During the term of this Agreement, Subcontractor, if working under an FEIN, shall maintain at its own expense Commercial General Liability insurance, including broad form contractual liability insurance, in amounts satisfactory to MPHI and in amounts sufficient to cover Subcontractor's liability under this Agreement. During the term of this Agreement, Subcontractor, if working under their SSN, shall maintain at its own expense insurance satisfactory to MPHI and in amounts sufficient to cover Subcontractor's liability under this Agreement. This insurance shall name MPHI as an additional insured. By signing this agreement, subcontractor certifies that this insurance is in effect, that MPHI is named as an additional insured on all such policies, and that none of the coverages will be terminated or modified without giving at least 30 days prior written notice to MPHI. MPHI reserves the right to request and receive proof of insurance coverage and proof of additional insured status.

13. **Intellectual Property, Ownership, and Use.** As between MPHI and Subcontractor, MPHI is the sole and exclusive owner of, and retains all right, title and interest in: a) all notes, designs, drawings, memoranda, reports, computer programs, data records (computerized or otherwise), other technical data, and any other material developed by Subcontractor as "works made for hire" in connection with the performance of services under this agreement and b) all copyrights, trademarks, trade secret rights, patent rights and other similar proprietary rights to any of the above in any jurisdiction ( a) and b) collectively referred to as "Products"). Other than in the performance of this agreement, subcontractor has no license or other right to use, disclose or sell any of the Products at any time.
14. **Representations and Warranties by Subcontractor.** Subcontractor represents and warrants to MPHI that each of the following are true and will remain true during the term of this Agreement:
  - A. Subcontractor has the authority to enter into this Agreement and to perform all of its obligations under this Agreement.
  - B. Subcontractor's execution and performance of this Agreement shall not create a breach or default in any other agreement or court order to which Subcontractor is a party or by which it is bound.
  - C. Neither Subcontractor nor any of its employees or agents is currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing any services under this Agreement by any federal, state or local department or agency.
  - D. Subcontractor has not within a 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

civily 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.
15. **Default and Remedies.** Subcontractor shall be in default if it fails to perform any of its obligations as described in this Agreement within ten (10) days after MPHI gives written notice of failure to Subcontractor. Upon the occurrence of a default by Subcontractor, MPHI shall be entitled to exercise any and all remedies available to it in law or in equity, including but not limited to the right to terminate this Agreement without further notice to Subcontractor, the right to seek damages for the default, the right to seek specific performance of Subcontractor's obligations, and the right to reduce, diminish or terminate any payments otherwise owing to Subcontractor set forth above in a manner that reflects the noncompliance. Subcontractor shall reimburse MPHI on demand for all expenses, including but not limited to court costs and reasonable attorney's fees, incurred by MPHI in enforcing any of its rights under this Agreement, whether or not enforcement requires any litigation.
16. **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.
17. **Notices.** Any notice required or permitted to be given to either party under this Agreement shall be deemed given on the date of personal delivery to a representative of the party at its business address, or on the next business day after being sent either via facsimile (with a hard copy mailed the same day via regular mail) or via overnight mail service, or three (3) business days after being mailed regular mail, postage prepaid, in the U.S. mail service or other comparable mail service, to the following addresses:

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

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

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

18. **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.

19. **Publications.** As a means of sharing knowledge, HHS encourages recipients to arrange for publication of the results and accomplishments of HHS-supported activities. OPDIV prior approval is not required for publishing the results of an activity under a grant. Recipients also may assert copyright in scientific and technical articles based on data produced under the grant and transfer it to the publisher or others where necessary to effect journal publication or inclusion in proceedings associated with professional activities. Any such transfer is subject to the royalty-free, non-exclusive and irrevocable license to the Federal government and any agreement should note explicitly that the assignment is subject to the government license.

Journal or other copyright practices are acceptable unless the copyright policy prevents the recipient from making copies for its own use (as provided in 45 CFR 74.36 and 92.34). The recipient should account for royalties and other income earned from a copyrighted work as specified by the OPDIV (see Part IV and the NoA).

For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements:

“This publication was made possible by Grant Number \_\_\_\_\_ from \_\_\_\_\_.”

“The project described was supported by Grant Number \_\_\_\_\_ from \_\_\_\_\_.”

Recipients also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [name of OPDIV, OPDIV component, or HHS].”

If the recipient plans to issue a press release concerning the outcome of HHS grant-supported activities, it should notify the OPDIV in advance to allow for coordination. One copy of each publication resulting from work performed under an HHS grant-supported project must accompany the annual or final progress report submitted to the OPDIV.

**MICHIGAN PUBLIC HEALTH INSTITUTE**

\_\_\_\_\_  
Date

**SUBCONTRACTOR NAME**

\_\_\_\_\_  
Date

**EXHIBIT A  
WORK STATEMENT & PROGRESS REPORTS**

Contract Between  
Michigan Public Health Institute  
and  
**Subcontractor's Name**

**Work Plan**

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

**Describe services to be performed.**

**Progress Reports**

Sally J. Hiner at [shiner@mphi.org](mailto:shiner@mphi.org) and Nanette Richards at [nrichard@mphi.org](mailto:nrichard@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  
Subcontractor's Name

Description of payment amounts and payment methods:

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

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

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

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

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

Statements/Invoices should be mailed to:

Nanette Richards  
Public Health Services  
Michigan Public Health Institute  
2395 Jolly Road, Suite 100

Reference Number: Z-38851-115-504200

Okemos, MI 48864  
Phone: (517) 324-6089  
nrichard@mphi.org



**EXHIBIT C**

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

NOTICE OF AWARD (Continuation Sheet)  
4/7/2021 10:27:32 AM

Date Issued:

UH7MC30775-05-00

Award Number: 5

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**HRSA Handbooks (EHBs) Registration Requirements**

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

**Terms and Conditions**

**Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.**

**Grant Specific Term(s)**

1. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
2. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of

Award, have different prior approval requirements. See “Prior-Approval Requirements” in the DHHS Grants Policy Statement:

<http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

3. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**

You may use your existing PMS username and password to check your organizations’ account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.

4. HRSA program involvement includes the following: Participate in Regional Genetics Networks (RGNs) supported meetings conducted during the period of the cooperative agreement; collaborate with RGNs in developing activities and procedures to be established and implemented for accomplishing the goals and objectives of the project; review information on RGNs’ project activities, reports, and products prior to dissemination; participate in dissemination of RGNs’ project information; provide assistance in establishing and facilitating effective collaborative relationships with federal and state agencies, and especially HRSA MCHB award projects; and provide technical assistance and support to RGNs to ensure they are compliant with NOFO requirements and do not duplicate the work of other HRSA-funded projects.

5. Recipient’s responsibilities include the following: Conduct all tasks as they relate to the goals of the RGNs and all activities proposed in response to the NOFO; participate in HRSA supported activities convened by the awardee of the Advances in Integrating Genetics into Clinical Care (HRSA-20-050); ensure the integral involvement of the RGNs with the National Genetics Education and Family Support Center Family Center (HRSA-20-049); review, on a continuous basis, activities and procedures to be established and implemented for accomplishing the RGNs’ goals, objectives, and activities; provide ongoing, timely communication and collaboration with the federal project officer; work with the federal project officer to review information on RGN activities, reports, and products prior to dissemination; establish contacts that may be relevant to the RGNs’ project’s mission, facilitate partnerships with federal and non-federal entities and other HRSA funded programs relevant to the RGN’s cooperative agreement activities; and meet deadlines for RGN information and reports as required by HRSA.

### **Standard Term(s)**

1. Your organization must comply with all HRSA [Standard Terms](#) unless otherwise specified on your Notice of Award.

**Reporting Requirement(s)**

**1. Due Date: Within 120 Days of Award Issue Date**

The grantee must submit a Performance Report within 120 days after receipt of the NoA. This report should include completing the financial forms, project abstract, grant summary and performance measures. The performance report must be submitted using the Electronic Handbook (EHB).

**2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access, should be directed to the Help Desk at [MSFFRSupport@psc.hhs.gov](mailto:MSFFRSupport@psc.hhs.gov).

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

**Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.**

**Contacts**

**NoA Email Address(es):**

<b>Name</b>	<b>Role</b>	<b>Email</b>
Mathew J Edick P	Program Director, Point of Contact Business Official	mjedick@mphi.org
Jana Dean	Authorizing Official	grants@mphi.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

NOTICE OF AWARD (Continuation Sheet) Date Issued: 4/7/2021 10:27:32 AM

Award Number: 5 UH7MC30775-05-00

## 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:** Mathew J. Edick  
Michigan Public Health Institute  
2395 Jolly Road, Suite 100  
Okemos, MI 48864  
(517) 324- 8341

**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

*\*The Midwest Genetics Network is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number UH7MC30775, Midwest Genetics Network for \$2,398,144 (0% financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, not should any endorsements be inferred by HRSA, HHS, or the U.S. Government.*

revoked.

- c. Subcontractor staff with access to MPHI data will be required to sign a Confidentiality Agreement annually prior to being granted access to project data or information. Signed and dated copies of these Confidentiality Agreements will be supplied to the MPHI program contact.
- d. Subcontractor staff will receive training in the Subcontractor's privacy and confidentiality policies and procedures, including any enhanced procedures applicable to MPHI projects.

2. Physical Safeguards to Protect Privacy-Sensitive Data:

- a. Any paper documents containing processed or unprocessed MPHI data that contains personal identifiers, or data that are broken out at the individual level are subject to the following security measures:
  - i. Documents will not be left in an unattended, unsecured room.
  - ii. If paper documents containing data are out on a desk or an open data file is on the computer screen, unauthorized persons will not be allowed in the room. Unauthorized persons will not be allowed to use a workstation or laptop computer while project data is in use on that workstation.
  - iii. When leaving the office unattended for extended periods, documents must be placed in a locked drawer or safe accessible only to authorized staff members.
  - iv. Document shredding is required for documents containing data that have been superseded and/or determined to be obsolete. All documents will be shredded with a cross cut shredder.

3. Technical Safeguards to Protect Privacy-Sensitive Data:

- a. MPHI privacy-sensitive data files may routinely be stored on removable media. Removable media must be placed in a locked drawer or safe accessible only to authorized staff members when not in use.
- b. MPHI data for privacy-sensitive projects may routinely be stored in "Secure" data folders on servers or hard drives with appropriate firewalls and controlled access.
- c. MPHI reserves the right to specify how data will routinely be stored on a project-by-project basis.

4. Sending, Receiving and Transporting MPHI Privacy-Sensitive Data: The data transfer protocols described under this section help to ensure that data are not accessed by unauthorized persons and are neither inadvertently lost nor destroyed.

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- 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.

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### **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.

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