



Michigan Public Health Institute
(MPHI)

**Human Resources
Position Description and Compensation Level
Review**

Request for Proposals

Issued on: May 13, 2024

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Section 1.0 Introduction

1.1 General Information

The Michigan Public Health Institute (MPHI) is soliciting competitive, responsive proposals from experienced and financially sound organizations to review and update our existing position descriptions to ensure consistency and equity across the institute, provide career paths when feasible, perform a labor market survey, and provide recommendations for a pay/raise structure.

1.2 MPHI

MPHI 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 public health initiatives. MPHI currently administers a number of business and information technology initiatives on behalf of its clients.

Section 2.0 Overview

MPHI is a major contributor to community health in Michigan, and our staff represents a wide range of backgrounds and expertise. Our staff includes researchers, data analysts, evaluators, and scientists who are trained in a broad array of health fields and have extensive experience in community-based work. While our program staff works toward better health for the people of Michigan, our administrative, financial, and human resource offices support the staff in attaining their project goals.

MPHI is driven by our core values.

- **Quality & Excellence:** We deliver service that exceeds expectations and promotes positive change.
- **Servant Leadership:** We are all leaders and attend to the growth and well-being of each other.
- **Health Equity & Social Justice:** We seek out what is unjust and remove barriers to achieving health and well-being.
- **Authentic Relationships:** We engage with integrity and transparency to build trust.

MPHI currently has over 1100 employees. Many MPHI employees report directly to clients (750+) and will not be part of this project as they follow the State of Michigan's classification and compensation system. In addition, we currently have 364 employees who work directly for MPHI and are considered Okemos Campus employees. Okemos Campus employees work in one of 14 centers, each with its own management structure and purpose, or for Central Administration, which is comprised of Finance, Human Resources, the Executive Office, and Information Technology. Brief descriptions of the centers can be found here: <https://mph.org/our-teams/>.

MPHI is seeking a contractor to review and update our existing position descriptions for Okemos Campus employees to ensure consistency and equity across the institute, provide career paths when feasible, perform a labor market survey, and provide recommendations for a pay/raise structure.

Section 3.0 Scope of Work

3.1 Position Descriptions

Currently, there are approximately 364 position descriptions across MPHI that have been created by the centers as well as by Central Administration. Due to being created by different individuals in the various centers and Central Administration, these position descriptions can be inconsistent, even with the same job titles. The selected contractor will review, analyze, and modify the existing position descriptions to be consistent across MPHI and to ensure that they are in line with comparable classifications in the labor market. It is expected that the contractor may revise, combine, or create new descriptions.

The new position descriptions will include salary range recommendations and, where appropriate, levels within a classification to provide advancement and career path opportunities. All revised position descriptions must be compliant with the Americans with Disabilities Act (ADA) and the Fair Labor Standards Act (FLSA).

3.2 Employee Engagement and Feedback

The selected vendor will engage with, and receive feedback from, MPHI staff regarding position descriptions. Engagement and feedback activities may include facilitating meetings and one-on-one interviews with employees, conducting surveys, and collecting input from hiring managers and decision-makers.

3.3 Labor Market Survey

The selected contractor will perform a labor market survey to determine if MPHI salary ranges are competitive for comparable classifications and provide recommendations when MPHI salary ranges are out of alignment. The selected contractor will confer with MPHI to determine which industries and job descriptions are comparable to MPHI's non-profit status in the labor market.

3.4 Salary Structure Recommendations

The selected contractor will review MPHI's current salaries and provide MPHI with recommendations about pay equity and the raise/pay structure based on experience and labor market research. These recommendations will be made with due consideration for the funding constraints imposed by being a grant-based nonprofit organization. Some of the issues MPHI would like to address are:

- How much is an appropriate raise pool?
- How to maintain equity in a grant-based nonprofit when funding varies by center?
- Do we implement step pay increases, cost of living adjustments, or use our current merit-based system?
- How to reward high performers?
- Should MPHI make COLA adjustments and if so, how would these adjust pay scales?
- How should MPHI handle employees in different states with different costs of living?

MPHI expects that other pay/raise structure issues and recommendations will arise during the project.

3.5 Project Deliverables

Specific Deliverables

1. Revised Position Descriptions
2. Pay Equity Review Report
3. Labor Market Survey Report
4. Salary Structure Recommendations Report

General Deliverables

All deliverables must meet MPHI-approved format and content requirements.

Each deliverable will be reviewed by MPHI and will require formal, written approval from MPHI before acceptance of the deliverable. The bidder will allow for a minimum of ten business days following receipt, per deliverable, for MPHI to review each deliverable and document its findings, except as otherwise specified. Based on the review findings, MPHI may accept the deliverable, reject portions of the deliverable, reject the complete deliverable, or require that revisions be made. The bidder will make all changes directed by MPHI. Unless otherwise agreed to by MPHI in writing, the bidder must submit replacement portions or a complete revised version of the deliverable within five business days following receipt of MPHI comments. MPHI will have an additional five business days for review whenever replacement portions or a complete revised version of a deliverable are resubmitted.

The selected vendor must employ an internal quality control process to ensure that all deliverables, documents, and calculations are complete, accurate, easy to understand, and of high quality. The selected vendor must provide deliverables that, at a minimum, are responsive to the specific requirements, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly, and contain accurate information and correct calculations. The selected vendor will retain all draft and marked-up documents and checklists utilized in reviewing documents for reference through the duration of the project and project acceptance.

The selected vendor must document and deliver to MPHI its responses to MPHI's comments and requests for revisions or clarification of deliverable contents.

At MPHI's request, the selected vendor will conduct a walk-through of selected deliverables. The walk-through will consist of an overview of the deliverables, explanation of the organization of the deliverables, presentation of critical issues related to the deliverables, and other information as requested by MPHI.

If any due date for a deliverable falls on a day that is not a business day, then the due date will be automatically extended to the next business day, unless otherwise directed by MPHI.

All due dates or timelines that reference a period of days will be measured in calendar days, months, and quarters unless specifically stated as business days or otherwise. All times stated in the contract will be in Eastern Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.

No deliverable, report, data, procedure, or system created by the bidder for MPHI that is necessary to fulfill the selected vendor's responsibilities under the contract will be considered proprietary.

Any document, deliverable, or other item delivered to MPHI for review and approval will require written approval by MPHI before the selected vendor may consider that document, deliverable, or other item approved.

Section 4.0 Bidder Requirements

4.1 Organization Experience and Qualifications

Interested bidders should articulate their qualifications and comment specifically on:

- Must have been in business for a minimum of five years.
- Previous experience with performing activities as outlined in the scope of work for companies of similar size to MPHI.
- Previous experience with performing the activities described in the scope of work with non-profit organizations.

4.2 Project Personnel

Key Personnel

The bidder must propose sufficient key personnel to perform the work within the time constraints of the project.

The proposal must include a table of proposed key personnel, their roles in the project, and their qualifications to perform the work. Resumes of proposed key personnel must be included as appendices to the proposal.

The bidder will obtain written approval from MPHI for individuals proposed for assignment to key personnel positions.

The selected vendor must not change individuals in key personnel positions without prior written approval of MPHI. The selected vendor will supply MPHI with the name(s), resume(s), and references for any proposed replacement whenever there is a change to key personnel. Any individual replacing key personnel must have qualifications that are equivalent to or exceed the stated qualifications for the position, unless otherwise approved in writing by MPHI.

The selected vendor must maintain appropriate staffing levels throughout the term of the contract.

Personnel Availability

Key personnel may work remotely for this project.

The selected vendor's key personnel must be available for all regularly scheduled meetings between the bidder and MPHI. Meetings may take place remotely.

The selected vendor must ensure that the staff attending all meetings between MPHI and the selected vendor have the authority to represent and commit the selected vendor regarding work planning, problem resolution, and program development.

The selected vendor will respond to all telephone calls, voicemails, and emails from MPHI within three business days of receipt by the selected vendor.

4.3 General Requirements

MPHI will contract with only one organization, the selected vendor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered, and performance standards to be met.

The selected vendor may be privy to internal policy discussions, MPHI employee salary information, and MPHI financial information. The selected vendor must consider and treat any such information as confidential and must not disclose it to any third party without the written consent of MPHI.

MPHI participates in an annual SOC 2 audit and uses the NIST 800-53 Framework for regulatory compliance. The selected vendor must be compliant with and operate within the constraints and policies of this framework.

The selected vendor will maintain complete and detailed records of all meetings, presentations, project artifacts, and any other interactions or deliverables related to the project described in the contract. The selected vendor will make such records available to MPHI upon request throughout the term of the contract.

4.4 Communication Requirements

Communication with MPHI

The selected vendor will enable all bidder staff to exchange documents and electronic files with MPHI staff in compatible formats. MPHI currently uses Microsoft Office 365. If the selected vendor uses a compatible program that is not Microsoft Office 365, then the selected vendor will ensure that all documents or files delivered to MPHI are completely transferrable and reviewable, without error, on MPHI's systems.

Communication with Clients, Providers, and Other Entities

The selected vendor will not engage in any non-routine communication with any client, any provider, the media, any other MPHI bidder, or the public without the prior written consent of MPHI.

4.5 Conflict of Interest

All persons or companies who were directly or indirectly involved in preparing the RFP will be deemed to be in a conflict of interest and ineligible to bid.

All persons or companies who have a family member employed at MPHI will be deemed to be in a conflict of interest and ineligible to bid.

If the selected vendor becomes aware of a conflict of interest relating to this contract, the selected vendor will inform MPHI within one business day.

If the selected vendor has a conflict of interest at any point during the term of the contract, MPHI may, in its sole discretion, terminate the selected vendor for cause.

4.6 Reporting Requirements

The selected vendor will provide monthly status reports in the format directed by MPHI and containing the information requested by MPHI. Each status report must include, at a minimum, an overall

percentage of deliverables completed, as well as the percentage of deliverables completed during the month.

Section 5.0 Invoicing and Project Duration

5.1 Compensation

The selected vendor will be compensated hourly, up to a fixed price dollar amount cap.

5.2 Invoicing

The selected vendor will invoice MPHI monthly as described by MPHI. The invoice will reflect hourly costs.

5.3 Project Duration

The project start date will be July 15, 2024. The project end date will be January 31, 2025.

Section 6.0 Evaluation Methodology

6.1 Evaluation Committee

An Evaluation Committee will be established using measures to ensure the integrity of the evaluation process. These measures include the following:

- Selecting committee members who do not have a conflict of interest regarding this solicitation.
- Facilitating the independent review of proposals.
- Ensuring the fair and impartial treatment of all proposals.

The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend a consultant for a contract award.

The Evaluation Committee will conduct a comprehensive, thorough, complete, and impartial evaluation of each proposal received.

6.2 Evaluation Process

The evaluation of proposals will result in a recommendation for award of the contract. The contract will be awarded to the responsive and responsible bidder who offers the best value, as determined by the Evaluation Committee. In determining best value, the Evaluation Committee will consider:

- Demonstrated experience.
- Quality of proposal and approach.
- Experience of proposed personnel.
- Cost.

MPHI will evaluate proposals to determine if each consultant met all mandatory experience and qualification requirements. The mandatory experience requirements are scored on a Met/Not Met basis and only those proposals that meet all mandatory requirements will be considered.

The proposals that pass the Met/Not Met review will then be evaluated by the Evaluation Committee and rated for potential award. Rating will be based on the evaluator’s assessment of the proposal, including whether all critical elements described in the solicitation have been addressed, the capabilities of the consultant, the qualifications of the resources proposed, and any other aspect determined relevant by MPHI. Rating will be conducted according to the table below.

Rating	Explanation
0	Response demonstrates no compliance with the requirement.
1	Response demonstrates minimal compliance with the requirement.
2	Response demonstrates acceptable compliance with the requirement.
3	Response demonstrates exceptional compliance with the requirement.

The Evaluation Committee will rank the proposals from the highest to the lowest rating and then select the top scores to evaluate the price and consider for award.

The Evaluation Committee may consider prior performance with MPHI and/or MPHI in making its award decision.

The Evaluation Committee may enter negotiations with one or more consultants on price, terms, technical requirements, or other deliverables.

The Evaluation Committee may, if it deems necessary, request that a consultant provide a clarifying written response, engage in discussion, or make an oral presentation. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Consultants should be aware that the opportunity for further explanation might not occur; therefore, it is important that proposal submissions are complete.

6.3 Evaluation Criteria

The evaluation criteria to be used in evaluating proposals and recommending an award from this solicitation are as follows:

Mandatory Requirements	Met / Not Met
The response includes a statement that the consultant is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local Agency.	
The bidder must have been in business for a minimum of five years.	
The response demonstrates that the bidder does not have a conflict of interest.	
The response demonstrates that the consultant has the financial strength to maintain a contract resulting from this solicitation.	

Evaluation Criteria	Possible Ratings
Bidder's demonstrated experience in performing similar projects for other non-profits or companies similar to MPH ^I .	0, 1, 2, or 3
The quality of the bidder's approach in accomplishing MPH ^I 's objective as outlined in the scope of work.	0, 1, 2, or 3
Bidder's key personnel are qualified to perform the activities described in the scope of work.	0, 1, 2, or 3
The response demonstrates the consultant's understanding of the scope of the work.	0, 1, 2, or 3
The proposed budget and fees are reasonable to perform the work.	0, 1, 2, or 3

6.4 Compliance

It is the bidder's responsibility to assure that the proposal is complete in accordance with the direction provided within all solicitation documents. Failure of a bidder to provide any required information and/or failure to follow the response format set forth in this RFP may result in disqualification of the proposal.

Section 7.0 Sole Point of Contact

The sole point of contact for this request for proposals is:

Kristi Bente
 Business Analyst Manager
 Michigan Public Health Institute
 2436 Woodlake Circle, Suite 300
 Okemos, MI 48864
kbente@mphi.org

Section 8.0 Schedule of Activities

8.1 Key Activities

The schedule of key activities for this request for proposals is as follows:

Activity	Date
Questions Deadline	May 20, 2024
Respond to Questions and Answers	May 28, 2024
Proposal Submission Deadline	June 11, 2024
Selection and Notification of Award	June 27, 2024
Start Date (Estimated)	July 15, 2024

MPHI reserves the right to revise the dates in this schedule.

8.2 Questions

Questions regarding this request for proposals must be received by MPH^I before 5:00 pm Eastern Daylight Time on May 20, 2024. Questions must be submitted by email to kbente@mphi.org.

Inquiries received by MPHI by the Questions Deadline will be responded to by MPHI via email and posted on <https://mph.org/2024/05/10/rfp-2/>. Questions received after the Questions Deadline will not be included in MPHI's response.

8.3 Proposal Submission Deadline

Proposals must be received before 5:00 pm Eastern Daylight Time on June 11, 2024.

It is the responsibility of the consultant to ensure that MPHI receives the complete proposal on or before the proposal submission deadline.

Proposals received after the proposal submission deadline will not be considered.

8.4 Bidders' Presentations

Bidders that submit timely bids and pass the mandatory requirements review may be invited to make a presentation during the response evaluation process. Presentations will take place remotely.

8.5 Disclaimer on Information in Solicitation

All statistical and fiscal information contained within this solicitation, its appendices, and any amendments and modifications thereto reflect the best and most accurate information available to MPHI at the time of solicitation preparation. No inaccuracies in such data will 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 intentional misrepresentation by MPHI.

8.6 Proposal and Pre-Contract Costs

MPHI is not liable for any costs incurred by consultants 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.

8.7 Cancellation

MPHI reserves the right to cancel this entire request for proposals or individual phases at any time, without penalty.

Section 9.0 Proposals

9.1 Solicitation Compliance / Proposal Rejection

Failure of a consultant to comply with or meet all requirements or respond to any additional requests for information may result in the consultant's proposal being disqualified or determined not acceptable. MPHI 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 MPHI. Such disqualification or determination may occur at any point following the proposal submission deadline.

9.2 General Instructions

Consultants must adhere to the content required for proposal responses. The consultant's proposal response and attachments will:

- 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.

9.3 Complete Proposal

A complete proposal must include the following:

- **Table of Contents**
- **Executive Summary**
 - The Executive Summary must be factual and should succinctly cover the core aspects of the consultant's staffing, methodologies, and approaches to fulfill the scope of work within the solicitation.
- **Proposal**
 - The proposal must consist of the consultant's full and complete response to the scope of work.
 - The proposal must include descriptions of consultant's areas of expertise and experience in providing this type of work.
 - The proposal must include a summary table of proposed key personnel, their roles in the project, and their qualifications to perform the work.
- **Resumes Appendix**
 - This appendix must include the resumes of all key personnel proposed for the project.
- **Experience and References Appendix**
 - This appendix must include descriptions and dates of at least three similar projects.
 - This appendix must include the names and contact information for at least three references.
- **Cost Proposal Appendix**
 - The Cost Proposal must include the consultant's hourly rate and fixed price cap for the scope of work.
 - The Cost Proposal must include the conditions, procedures, approvals, and rates for out-of-scope work.
- **Financial Statement**
 - **The financial statement must be a separate document from the rest of the proposal.**
 - The financial statement must include sufficient information to demonstrate that the consultant has the financial strength to maintain a contract resulting from this solicitation.
 - **Financial information will be held in confidence by MPHI and only used to evaluate a consultant's financial strength.**

9.4 Proposal Submission

Proposals must be submitted via email to kbente@mphi.org as either Word or .pdf documents. Proposals submitted in hard copy will not be considered.

9.5 Modification or Withdrawal of Proposals

Proposals may not be modified after the submission date. Consultants may withdraw from consideration at any time during the selection process.

9.6 Binding Offer

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

Section 10.0 Award and Contract

10.1 Notice of Intent to Award

The winning consultant will be notified via email and the award will be published on <https://mphi.org/2024/05/10/rfp-2/>.

10.2 Contract Terms and Conditions

The contracting document resulting from this solicitation will be substantially similar to the sample contract included with this solicitation as Appendix A.

By submitting a proposal, the consultant confirms its willingness to enter into a contract that contains terms and conditions substantially similar to the sample contract and the requirements of this solicitation.

10.3 News Releases

News releases pertaining to this solicitation or intent to award shall not be made prior to the execution of the contract or without prior written approval by MPHI.

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").

- Acknowledged Facts.** MPHI has entered into a contract with Funding Source to {insert short description of project purpose} ("Funding Source Agreement"). MPHI desires to subcontract with Subcontractor to provide services necessary for MPHI to carry out its obligations under the Funding Source Agreement. This agreement constitutes a vendor relationship. [If project is funded by Federal dollars, either directly or indirectly, include the Federal Special Provisions Exhibit.]
- 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.
- Term of Agreement; Termination Without Cause.** The Subcontractor shall begin providing the services described above on {Month} {Day}, {Year} and shall continue those services through {Month} {Day}, {Year} ("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.
- Payment.** Payments shall be paid according to the program budget or schedule attached as Exhibit B.
- 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.
- 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.
- 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). **Under this Agreement, the Subcontractor is a business associate to MPHI and all terms of that business associate relationship are described in Exhibit (insert exhibit letter). [If subcontract is not a business associate, this sentence can be deleted. If subcontractor is a business associate, you will need to attach the BAA exhibit to the subcontract. It can be found on Sharepoint].**
- F. **Mandatory Disclosures.** The subcontractor must disclose to MPHI, in writing within 10 days of receiving notice of any litigation, investigation, arbitration, or other proceeding involving subcontractor, or an officer or director of Subcontractor or subcontract, or that arises during the term of this Agreement including:
1. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.
 2. A criminal proceeding;
 3. A 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;

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- 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 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.
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: **Choose: Ammie Young, Gretta Hoekstra, or 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: **Subcontractor Name**
Subcontractor Organization Name if Applicable
Subcontractor Address
City, State ZIP
Phone Number
Email Address

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.

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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.** [If the funding agreement has specific terms regarding publications or acknowledgement, they should be inserted here. If not, remove this clause].

MICHIGAN PUBLIC HEALTH INSTITUTE

Date

SUBCONTRACTOR NAME

Date

**EXHIBIT A
WORK STATEMENT & PROGRESS REPORTS**

Contract Between
Michigan Public Health Institute
and
Subcontractor's Name

Work Plan

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

Describe services to be performed.

Progress Reports

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

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

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

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

EXHIBIT B
BUDGET, STATEMENT, & INVOICE INFORMATION

Contract Between
Michigan Public Health Institute
and
Subcontractor's Name

Description of payment amounts and payment methods:

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

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

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

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

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

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

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

Phone Number
Email Address

SAMPLE

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

EXHIBIT C

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

SAMPLE

EXHIBIT D

PRIVACY REQUIREMENTS FOR SUBCONTRACTORS TO MPHI PRIVACY-SENSITIVE PROJECTS

Contact Information/Definitions:

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

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

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

Maintaining Security & Confidentiality of Privacy-Sensitive Data

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

1. Controlling Access to Data on Privacy-Sensitive Projects:
 - a. Subcontractor staff will be assigned by the Subcontractor to appropriate levels of authorization limiting access to data. These levels of authorization apply to both electronic data and data stored in hardcopy.
 - b. The Subcontractor will maintain a log of who has been granted access to the project data, their level of authorization, their role, when access was granted, and when access was changed or revoked.
 - c. Subcontractor staff with access to MPHI data will be required to sign a Confidentiality Agreement annually prior to being granted access to project data or information. Signed and dated copies of these Confidentiality Agreements will be supplied to the MPHI program contact.
 - d. Subcontractor staff will receive training in the Subcontractor's privacy and 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.