

Request for Proposals

Michigan Multi-State Learning Collaborative-3

Summary

The Michigan Multi-State Learning Collaborative-3 (MLC-3) is a project funded by the Robert Wood Johnson Foundation designed to prepare local and state health departments for national accreditation and to build the capacity of these organizations to engage in quality improvement (QI). MLC-3 involves a partnership between the Michigan Public Health Institute (MPHI); Michigan Department of Community Health (MDCH); Michigan Department of Agriculture (MDA); Michigan Department of Environmental Quality (MDEQ); University of Michigan School of Public Health; and Michigan's 45 local health departments (LHDs).

At the request of the Michigan Multi-State Learning Collaborative-3 Local/State Steering Committee, MPHI is seeking the participation of Michigan's LHDs in QI projects as one component of the MLC-3 project. All 45 LHDs in Michigan are invited to apply to this RFP. MLC-3 will provide participating LHDs with training and technical assistance designed to support these LHDs as they complete a QI project. Through this initiative, LHDs will be asked to participate in QI projects that can be applied by other LHDs in Michigan and nationally.

Through this grant and under the direction of the Michigan MLC-3 Steering Committee, a project team (MPHI, MDCH, and LHD members), with the aid of two (2) mentors, will guide four (4) LHDs through mini-collaborative projects designed to implement and evaluate QI processes in public health. Each mini-collaborative will consist of two LHDs and a mentor. Two mini-collaboratives will be established each year of the three-year grant period. At the conclusion of the MLC-3 grant period, 6 mini-collaboratives will have been established and a total of 12 LHDs will have completed QI projects. The LHDs funded under this RFP will be the second group of LHDs to participate in MLC-3 activities. LHD participants will receive training in QI based on *Embracing Quality in Local Public Health: Michigan's Quality Improvement Guidebook*¹, apply a quality improvement approach related to target areas identified in this RFP, evaluate success, and report experiences to peers and the MLC-3 Steering Committee.

Purpose

The purpose of this RFP is to provide four (4) LHDs with the opportunity to collaboratively work on QI projects related to either (1) *customer service*, or (2) *community health profile*.

Over the course of the grant period, successful applicants will use the *Plan-Do-Study-Act (PDSA) model* to design, develop, and implement a QI project designed to improve their current processes related to one of these target areas. Participants will be required to identify an **existing process** that can be improved in one of the target areas, develop an improvement theory, test the theory, study the results, and standardize the improvement or develop a new theory.

Successful applicants to this RFP will learn about or advance their application of PDSA by using the principles in *Embracing Quality in Local Public Health: Michigan's Quality Improvement Guidebook*. In part, this will be

¹ Available at http://accreditation.localhealth.net/MLC-2%20website/Michigans_QI_Guidebook.pdf

accomplished by participating via an in-person learning session(s) and working with a QI mentor as part of a mini-collaborative.

A mini-collaborative will consist of two LHDs, a mentor, and when appropriate a state agency partner. These mini-collaboratives will work on similar target areas, and share on a regular basis the work on their specific projects. The mini-collaboratives will work together to identify measures of success, develop and apply implementation plans, evaluate their progress, and report their experiences to their peers and the MLC-3 Steering Committee. LHDs will be encouraged to partner with State of Michigan staff when appropriate to implement their project. Participating LHDs will be assigned a target/sub target, attend QI learning sessions provided by consultants/trainers, and will work closely with their mentors.

Please refer to the Important Definitions section of this RFP for more information about PDSA, QI, mini-collaboratives, mentors, etc.

Grant Period

Grants will begin on **April 15th, 2009**. Funded activities must be completed by **April 14th, 2010**.

Target Areas

LHDs must be willing and able to conduct QI projects related to either of the following target areas. Once successful LHD applicants are identified, the MLC-3 Steering Committee will assign one of the two (2) target areas to each LHD. Two (2) LHDs will conduct QI projects related to target area 1 and two (2) LHDs conduct QI projects related to target area 2.

Target Area 1: Customer Service

Required Sub-target: A customer satisfaction process is in place, and results are routinely utilized to enhance program acceptability to customers

Target Area 2: Community Health Profile

Sub-target for Community Health Profile **must be one of the two** sub-targets listed below:

1. Required Sub-target: Health related data is organized into a comprehensive community health profile.
2. Required Sub-target: A uniform set of health indicators is developed into a community health profile that describes the population's health

At the beginning of the Michigan MLC-3 grant period, the four (4) LHDs selected will participate in a kick-off teleconference that will provide an initial overview of Michigan MLC-3. In addition, a two-day in-person training session will occur during the first month of the grant period. Project teams from all four LHDs will be required to attend, as will the mentors.

Review Criteria

All proposals will be reviewed by the MLC-3 Steering Committee. Individual critiques of applications will not be provided. Proposals will be rated based on the following criteria:

- ✓ The degree to which the proposal meets all RFP requirements;

- ✓ The degree to which the proposal has identified a specific, **existing process or activity** that can be the subject of a QI project in **each target area**;
- ✓ The feasibility of achieving project objectives within the estimated schedule and budget (including an appropriate level of in-kind contribution);
- ✓ Project team experience and qualifications relevant to the proposed project;
- ✓ The demonstrated willingness of the applicant to complete all project activities within the time allotted; and

Preference will be given to LHDs that did not participate in MLC-1, MLC-2, or MLC-3.

Program Direction and Contact Information

The Michigan Public Health Institute (MPHI) will manage this project.

Responsible staff at MPHI:

Kanchan Sehgal Lota, MPH, Accreditation Coordinator and MLC Project Manager

Phone: 517-324-8340

Email: klota@mphi.org

Julia Heany, PhD, Program Director, MLC Principal Investigator

Phone: 517-324-8381

Email: jheany@mphi.org

MPHI staff and MDCH will monitor the project in collaboration with LHD teams and provide other support. In addition, the Michigan MLC-3 Steering Committee will provide project oversight and direction.

Timetable

January 26, 2009

Release of the Request for Proposals (RFP)

February 16, 2009

Teleconference to Respond to Questions Regarding the RFP

Note: Questions are due on **February 9, 2009**. Responses to the questions will be provided during the teleconference. Please email questions to Kanchan Lota, Michigan MLC-3 Project Manager. No identifying information will be attached to these questions/responses.

March 1, 2009

Deadline for Receipt of Proposals

Electronic applications **MUST** be received by 5:00 PM EST

March 15, 2009

Announcement of Awards

April 15, 2009

Signature of Contracts and Project Begins

April 1, 2010

Deliverables Due

April 14, 2010

Contract Ends

Available Funding

On a competitive basis, four (4) LHDs will be awarded \$10,000.00 each as partial support toward their efforts to design and implement a quality improvement project that will add to the evidence base of QI within local public health in Michigan. Funding for this project has been made available by the Robert Wood Johnson Foundation (RWJF) through the National Network of Public Health Institutes (NNPHI) to MPHI.

Benefits of Participation

A key benefit of participating in a QI mini-collaborative is learning with and from recognized experts and peers. Each LHD will draw upon the perspectives, knowledge, and experiences of other LHDs and mentors.

Additional benefits include:

- Receiving funding for and training in QI with guidance from expert public health QI consultants and trainers. During learning sessions and via teleconferences and other modes of communication LHDs will become familiar with:
 - The merits of Quality Improvement as a means for improving public health;
 - Process/Capacity and Health Outcome Targets;
 - Plan-Do-Study-Act;
 - NACCHO Operational Definition of a Functional Local Health Department;
 - How to apply *Embracing Quality in Local Public Health: Michigan's Quality Improvement Guidebook*, PDSA to implement their QI project;
 - How to collect information on appropriate performance measures to evaluate efforts;
 - How to develop a project design and an implementation plan tailored to address the target;
 - Public health quality improvement efforts in other states and at the national level; and
 - Additional funding opportunities.

Background

In October 2005, Michigan became one of five states participating in the first round of the Multi-state Learning Collaborative (MLC-1). The purpose of MLC-1 was:

To bring together states that are implementing innovative public health agency performance and capacity assessment or accreditation programs to: 1) further their current efforts and 2) identify and disseminate best practices to the broader public health practice community. The long-term goal is to maximize the effectiveness and accountability of governmental public health agencies.

In keeping with the purpose of MLC-1 and to further current efforts, Michigan chose several enhancement objectives, one of which was to develop a voluntary QI model to augment its Local Public Health Accreditation Program.

In November 2006, Michigan was selected to participate in a second round of the Multi-State Learning Collaborative (MLC-2). Through a competitive process, 10 states were chosen to explore quality improvement efforts within the context of public health accreditation programs.

The emphasis of the Michigan MLC-2 project was to apply the voluntary QI model developed in MLC-1 to enhance the LHD Powers and Duties Section of the Michigan Local Public Health Accreditation Program. The

voluntary QI model developed during MLC-1 incorporated the Plan-Do-Check-Act (PDCA) process (<http://quality.enr.state.nc.us/tools/pdca.htm>) with NACCHO's Operational Definition of a functional local health department (<http://www.naccho.org>) and the Ten Essential Public Health Services (<http://www.cdc.gov/od/ocphp/nphpsp/overview.htm>). In MLC-2, through a project called the Michigan Accreditation Continuous Quality Improvement Collaborative (MACQIC), the model was tested at four (4) LHDs. As a result of participation in MLC-2, the MACQIC project team in collaboration with the four (4) LHDs produced *Embracing Quality in Local Public Health: Michigan's Quality Improvement Guidebook*.

In March 2008, Michigan was selected to participate in a third round of the Multi-State Learning Collaborative (MLC-3). Through a competitive process, 16 states were chosen to further enhance the efforts of states already conducting systematic performance and capacity assessment or accreditation programs and quality improvement activities with their public health departments. The goal of MLC-3 is to bring state and local practitioners and other stakeholders together in a community of practice that will 1) advance the application of quality improvement methods that results in specific, measurable improvements, and the institutionalization of quality improvement practice in public health departments; 2) contribute to the development of the national voluntary accreditation program; and 3) prepare local and state health departments for national accreditation.

Required Activities

Each of the LHDs selected to participate in the Michigan MLC -3 project will be required to conduct activities in each of the categories below:

Project Management

- Identify leadership and staff support;
- Develop appropriate business processes to carry out project activities; and
- Provide appropriate in-kind contribution.

Project Development

- Participate in the Initial Learning Session and subsequent learning sessions if offered;
- Identify a project area that focuses on an **existing activity** or process in the LHD and fits within the assigned target area;
- Develop a project design and implementation plan that incorporates Quality Improvement principles and tools consistent with *Embracing Quality in Local Public Health: Michigan's Quality Improvement Guidebook* and those presented during the Initial Learning Session;
- Revise the design of the project as required by the Michigan MLC-3 Steering Committee to fit within the scope and goals of the Michigan MLC-3 project;
- Utilize technical assistance provided by the mentor; and
- Consider being a mentor for LHDs participating in subsequent year mini-collaboratives.

Data Collection and Evaluation

- Work with Michigan MLC-3 project staff and mentors to develop evaluation protocols consistent with the QI principles presented;
- Participate in Michigan MLC-3 evaluation activities;
- Participate in time-tracking activities; and
- Collect and report evaluation data.

Communication

- Participate in routine communications with Michigan MLC-3 project staff and mentors about the course and progress of the QI project;
- Participate in regular collaborative teleconferences to discuss the progress, report successes and challenges in the implementation process, and make adjustments to its implementation plan.

Reports and Presentations

- Provide written quarterly reports on the quality improvement projects to the Michigan MLC-3 Steering Committee;
- Provide a written final report on the QI project to the Michigan MLC-3 Steering Committee at the end of the project;
- Provide updates on QI activities and progress during the final year of MLC-3 (after the project period);
- Present lessons learned to all 45 Michigan LHDs and the larger public health community.

Over a 12 month timeframe, participating LHDs will be required to commit to the requirements of the Michigan MLC-3, including adhering to timelines and providing the appropriate deliverables.

Timeline

Month 1

(2009): Kick-off Teleconference and QI Learning Session.

Months 2 – 11

(2009 - 2010): Implementation and Data Collection

Month 12

(2010): Results, Revision, and Reporting

Deliverables

- An implementation plan (template and directions for completion will be provided)
- Progress reports during each phase of the QI project (outline to be provided). A total of four (4) progress reports will be due on the following dates:
 - July 15th, 2009;
 - October 15th, 2009;
 - January 15th, 2010; and
 - April 15th, 2010
- A final, written report and storyboard (outline to be provided)
- Two final products presented to non-participating LHDs:
 - A Power Point presentation
 - A showcase presentation (time, place, method TBD)

Eligibility

All of Michigan's 45 LHDs are eligible and encouraged to apply. Preference will be given to LHDs that have not previously participated in MLC-1, MLC-2, or MLC-3.

How to Apply

The completed application must be received by MPHI via email (klota@mphi.org) on or before **5:00 pm EST on March 1, 2009**. Please indicate in the subject line of your email: RFP for MLC-3 from (name of health department).

The proposal narrative may not exceed seven (7) single-spaced, single-sided pages. Please use Times New Roman 12 pt font and 1 inch margins on all sides. The proposal narrative must be responsive to sections 1, 2, and 3 of this RFP. Appendix A must be submitted with the proposal and will not be included in the seven (7) page limit.

Section 1

Address each of the six (6) questions below:

- a) Why is your LHD interested in participating in a mini-collaborative to conduct a QI project?

Please include a description of your interest in each target area, and, if applicable, your preferred target area.

- b) Provide a brief description of your current process used to evaluate customer satisfaction. Include relevant dates of activity.

- c) Provide a brief description of your current community health profile. Include relevant dates of activity.

- d) Provide brief descriptions of your proposed QI projects and how you envision a QI project in each target area unfolding.

Please describe the opportunity for improvement of an existing process or activity in your health department. Reference baseline data that are available or data that can be easily collected, related to each target area.

- e) Describe your LHD's capacity to carry out the project.

Please include a description of partnerships that would be required to carry out a QI project in each target area

- f) How will this project impact your LHD and the broader local public health community?

Please describe the impact of each target area.

Section 2

Describe your qualifications for the proposed project, including:

- a. A brief description of your LHD's experience and understanding of QI;

- b. Identification of key staff and their experience/qualifications relevant to the project.

Section 3

Provide language acknowledging participation requirements, including:

- a. A statement indicating your LHD's commitment to complete all required Michigan MLC-3 tasks detailed in this RFP;
- b. A statement indicating your LHD's willingness to enter into a timely contract with MPHI covering the project period to accommodate release of funds; and
- c. A statement indicating your LHD's commitment to complete a final report at the end of the project using an outline provided by MPHI.

Appendix A

Proposed project budget, including:

(2 separate budgets may be submitted)

- a. A spreadsheet detailing how the project funding will be spent; and
- b. A budget justification, including:
 - An explanation of each of the budget items/amounts. This section must include budget for travel to learning sessions;
 - A description of roles/responsibilities of all staff participating in the project;
 - A separate section detailing in-kind contribution to the project, including donated staff FTE. Monetary amounts are not required to be reported with respect to in-kind contributions.

Agreement with the Michigan Public Health Institute & Use of Grant Funds

To participate in this grant opportunity, each of the four selected LHDs will be required to enter into a contractual agreement with the Michigan Public Health Institute. To expedite the contracting process, the contract is included in Appendix A of this RFP. Due to time constraints and to facilitate a timely project start date, LHDs are encouraged to initiate their contracting process, if feasible, at the time of application.

At the beginning of the project and once a fully executed contract is in place, each of the four (4) selected LHDs will receive half of their award. The other half will be released after the January 15, 2010 progress report has been submitted by the LHD provided that *all project requirements are being met*.

Grant funds may be used for project staff salaries, supplies, project-related travel, and other direct expenses.

Grant funds may **not** be used for equipment, to construct or renovate facilities, for lobbying, for travel unrelated to the Michigan MLC-3 project, or as a substitute for funds currently being used to support similar activities.

Important Definitions

Assessment/Accreditation Programs and Quality Improvement: An assessment/accreditation or quality improvement program is one that uses an identified set of standards or metrics to review the performance of state and/or local public health departments. States use various terms to identify these programs such as accreditation; self assessment using the Operational Definition of a Functional Local Health Department or other objective, reliable standards; external third party validation of performance against standards; or certification or recognition programs of agencies meeting a defined set of standards or systemic quality improvement programs in local or state public health departments.¹

Community Health Profile: A community health profile is a set of measures that represent the socio-demographic characteristics, physical and social environmental factors, health status, health behavioral risk factors, quality of life, and health resources that are essential to the health of community residents. The profile provides a statistical snapshot of health in a given community to determine which areas of health need improvement and/or additional support or services. Through identification of this health profile, public health officials can target specific health issues, mobilize resources to address concerns, and clarify needed public policy initiatives within the community or jurisdiction.

Customer: External local health department customers may be known as clients, community members, residents, license holders, operators, beneficiaries, consumers, participants, or patients, etc. Internal customers are coworkers and/or other organizational units within the local health department.

Customer Satisfaction: Customer satisfaction is the extent to which a customer's expectations of product quality, service quality, and/or price are met. Customer satisfaction is a qualitative measure of performance as defined by the LHD's external customers. Customer service relates to customer satisfaction and is a function of how well a local health department is able to constantly and consistently meet (or exceed) the needs of the customer.

Quality Assurance (QA): A way to warrant that predefined standards are met. QA is the first step toward quality improvement.

Quality Improvement (QI): A continuous process to review, critique, and implement positive change to achieve quality improvement in public health policies, programs or infrastructure. QI moves beyond quality assurance, relies on data-driven decision making, and is used to make a process or system better. QI requires the systematic use of improvement models or tools, such as the Plan-Do-Study-Act (PDSA) model. QI may also refer to a range of practices geared toward improving performance. "QI efforts require an organization's activities to be explicitly viewed as defined processes; promote procedures and system changes based on their effects on measurable outcomes and reduce unnecessary variability in the product or services the organization provides while preserving those system differences that are critical to the specific environment."²

¹ "Quality Improvement in Public Health: A Way Forward, RAND Occasional Paper" by Michael Seid, Debra Lotstein, Christopher Nelson, Nicole Lurie, February 2006.

² "Quality Improvement: Implications for Public Health Preparedness" by Michael Seid, Debra Lotstein, Valerie Williams, Nicole Lurie, Karen Ricci, Allison Diamante, Jeffery Wasserman, Stefanie Stern, 2006.

Performance Standards: Establishment of organizational or system performance standards, targets, and goals to improve public health practices. (*Turning Point – Performance Management National Excellence Collaborative 2004*)

Performance Measures: Development, application, and use of performance measures to assess achievement of such standards. (*Turning Point – Performance Management National Excellence Collaborative 2004*)

Plan-Do-Study-Act (PDSA): A cyclical, iterative, four-stage problem solving model for improving a process or carrying out change. PDSA, also known as Plan-Do-Check-Act (PDCA), was made popular by Dr. W. Edwards Deming. In using PDSA, a prediction based on a theory is made, observation is taken (data collection), and a comparison is made of the data to the prediction. Testing continues until an acceptable level of improvement has occurred and is incorporated into the process and/or program.

Target Area Category Definitions:

Health Outcomes: A change in the health of an individual, or a group of people or a population that is wholly or partially attributable to a health intervention or a series of interventions.¹ Health outcome targets are likely to be programmatic in nature such as those related to Healthy People 2010.

Capacity/Process: The ability of an organization (or system) to carry out the essential public health services. This ability is made possible by specific program resources and maintenance of public health infrastructure (structures, policies, partnerships, skills, resources, information, and communication, etc.). Process refers to the things done by defined individuals or groups as part of the provision of public health services (conducting educational classes, meeting with community groups, performing tests, and responding to customers, etc.).

Process/Capacity targets relate to components, activities, competencies and capacities of the public health organization or system. They correspond to assuring a strong public health infrastructure and broadly relate to the Ten Essential Public Health Services (in contrast to health outcome targets that are likely to relate to specific public health programs).

Mini-collaboratives: A short-term learning approach that brings together teams to learn from each other and recognized experts in topic areas where they want to make improvement. Each Michigan mini-collaborative will comprise two LHDs, a mentor, and when appropriate a state agency partner working together on similar target areas and regularly sharing the progress and results of their specific projects. They will provide assistance to one another in terms of challenges, successes and lessons learned.

Mentor: A LHD professional with experience in QI who will provide QI project management and oversight; serve as an expert resource/technical liaison; and guide project staff from two (2) LHDs in the application of QI methods to a specific target area.

Outcomes: A change in health status, knowledge, attitude, skill, behavior, or circumstance *that can be directly linked to a specific cause or set of causes.*

¹ National Health Information Management Group Working Party on Health Outcomes Activities and Priorities, September 1996.

Appendix A

Subcontractor Agreement between
The Michigan Public Health Institute
and

Subcontractor Name
Address
City, State and ZIP
SSN or FEIN: XXX-XX-1234 or XX-XXX1234

Effective Dates: Start Date through End Date

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this {number} day of {Month}, {Year}, by and between the MICHIGAN PUBLIC HEALTH INSTITUTE, a Michigan nonprofit corporation ("MPHI"), and the {Subcontractor Name}, ("Subcontractor").

1. **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. MPHI has determined that this agreement constitutes a subrecipient relationship. The CFDA number for this project is XX.XXX. [Delete this language if federal funds are not involved. If federal funds ARE involved, please refer to the guidelines in the directions on determining if this contract constitutes a vendor or a subrecipient relationship. If it is determined that this is a vendor relationship, this language can be deleted. This language must be included if it is determined that this is a subrecipient relationship.]
2. **Subcontractor Services.** Subcontractor shall perform the services described in Exhibit A. Subcontractor shall perform the services in compliance with all terms of the Funding Source Agreement. In the event of a conflict between the Funding Source Agreement and any term in this Agreement, the Funding Source Agreement shall control. A copy of the Funding Source Agreement is attached to this Agreement as Exhibit C. Subcontractor shall provide the necessary administrative, professional, and technical staff for performance of the services.
3. **Term of Agreement; Termination Without Cause.** The Subcontractor shall begin providing the services described above on the {number} day of {Month}, {Year}, and shall continue those services through the {number} day of {Month}, {Year} 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.
4. **Payment.** Payments shall be paid according to the program budget or schedule attached as Exhibit B.
5. **Reimbursement and Return of Funds by Subcontractor.** Upon termination of this Agreement, Subcontractor shall immediately return to MPHI any funds in the Subcontractor's possession that Subcontractor has not earned or is otherwise not entitled to keep under this Agreement. If any court or governmental agency orders MPHI to return any grant funds, Subcontractor shall return to MPHI on demand any portion of those grant funds that were paid to Subcontractor.
6. **Fees, Charges or Contributions.** Subcontractor shall not solicit or require any fees or charges from any third party for services or materials provided by Subcontractor under this Agreement without the prior written approval of MPHI.
7. **Records, Reporting, and Access.** Subcontractor shall maintain records relating to its services provided under this Agreement in accordance with generally accepted accounting practices and in accordance with reasonable requirements of MPHI and the Funding Source Agreement, and in a form sufficient to permit MPHI to verify the Subcontractor's costs, expenditures and other

activities incurred pursuant to this Agreement. MPHI and any funding sources identified in the Funding Source Agreement, shall have access to all of Subcontractor's records relating to its services under this Agreement at any reasonable time, including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. MPHI and the funding source shall be entitled to perform audits of all of Subcontractor's records described in this section. Subcontractor shall maintain records relating to the services provided under this Agreement until a final audit has been performed to MPHI's satisfaction or until three (3) years after termination of this Agreement, whichever occurs first. For any services funded through the Michigan Department of Community Health ("MDCH"), MPHI will comply with the regulations set forth in the Single Audit Act Amendments of 1996, 31 USC 7501 et seq, and Office of Management and Budget Circular ("OMB") A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and provide MDCH with a copy of the annual audit reporting package of MPHI and management letter within nine months after the end of MPHI's fiscal year.

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.** The Subcontractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, political affiliation or beliefs. The Subcontractor shall adhere to all 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. **Anti-Lobbying Act.** The Subcontractor will comply with the Anti-Lobbying Act, 31 USC 1352, as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208). Further, the Subcontractor shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- C. **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.
- D. **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). **OPTIONAL: Under this Agreement, the Subcontractor is a business associate to MPHI, and all terms of that business associate relationship are described in Attachment A.**
- E. **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.
- F. **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.
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.**

Section 12 Alternative #1

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.

Section 12 Alternative # 2

- A. **Ownership.** 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").

- B. **License.** MPHI grants to Subcontractor a nonexclusive, nontransferable, royalty-free license to use and sell the Products without geographic limitation, for a term expiring five (5) years after the date this agreement is signed. This license shall not permit the disclosure of any confidential information as described in this Agreement. This license shall also not permit the use or disclosure of any information in a manner that allows the identification of which data or information was furnished by any particular individual or entity without that individual's or entity's prior written consent.

- C. **Notice of MPHI Sponsorship and Copyright.** Any publication or other disclosure by Subcontractor of material permitted under this Agreement shall include an acknowledgment of MPHI's sponsorship by including a statement in substantially the following form with the material disclosed: "This work was performed under the sponsorship of the Michigan Public Health Institute and the **Name of Funding Source.**" Any publication or other disclosure shall also include a statement that the material is copyrighted and may not be reproduced except with permission of MPHI. Subcontractor shall not have the right to publish or otherwise disclose or use MPHI's name in any news releases, publications, advertising, speeches, proposals, technical papers, photographs, or other releases of information without the prior written consent from MPHI.

Section 12 Alternative # 3

- A. **Ownership.** 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").

- B. **License.** MPHI grants to Subcontractor a nonexclusive, nontransferable license to use and sell the Products without geographic limitation, for a term expiring five (5) years after the date this agreement is signed. In consideration of the license granted by MPHI to Subcontractor, Subcontractor shall pay to MPHI royalty fees described as follows: **[\$amount of royalty], [timing of payment], [recordkeeping and reporting requirements].** This license shall not permit the disclosure of any confidential information as described in this Agreement. This license shall also not permit the use or disclosure of any information in a manner that allows the identification of which data or information was furnished by any particular individual or entity without that individual's or entity's prior written consent.

- C. **Notice of MPHI Sponsorship and Copyright.** Any publication or other disclosure by Subcontractor of material permitted under this Agreement shall include an acknowledgment of MPHI's sponsorship by including a statement in substantially the

following form with the material disclosed: "This work was performed under the sponsorship of the Michigan Public Health Institute and the **Name of Funding Source.**" Any publication or other disclosure shall also include a statement that the material is copyrighted and may not be reproduced except with permission of MPHI. Subcontractor shall not have the right to publish or otherwise disclose or use MPHI's name in any news releases, publications, advertising, speeches, proposals, technical papers, photographs, or other releases of information without the prior written consent from MPHI.

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. **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: Ammie Hernandez, Grant and Contract Specialist

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

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

16. **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 supercedes 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.

MICHIGAN PUBLIC HEALTH INSTITUTE

Tracy Y. Litzinger, CPA, MPA Controller	Date
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Recommended by:

Program Director Name Program Director	Date
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SUBCONTRACTOR NAME

Name:	Date
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Title:

- 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

Contract Period: **Start Date through End Date**

Description of payment amounts and payment methods:

Total payments from MPHI to the Subcontractor under this Agreement, including reimbursed expenses, shall not, exceed the sum of **Dollar amount in text form (\$XXX,XXX.XX)**. MPHI shall make payments to Subcontractor within forty-five (45) days after receipt by the Business Office of an itemized statement that has been approved by the project coordinator indicating the amount due and the reference number **X-XXXXX-XX(X)-504X00**.

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, 2005 and January 31, 2006, an invoice must be submitted for the December 1-31, 2005, portion of expenses by February 14, 2006.

Subcontractor shall send itemized statements no more frequently than monthly and all statements 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 Grant and Contract Administrator 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
Phone Number
Email Address

EXHIBIT C

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

EXHIBIT D

PRIVACY REQUIREMENTS FOR SUBCONTRACTORS TO MPHI PRIVACY-SENSITIVE PROJECTS

Contact Information/Definitions:

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

MPHI Program Contact: Contact Name

Address

City, State ZIP

Phone Number

MPHI Privacy Officer: Kelly Coyle

Michigan Public Health Institute

2501 Jolly Road, Suite 180

Okemos, MI 48864

(517) 324-6042

Maintaining Security & Confidentiality of Privacy-Sensitive Data

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

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

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

United Parcel Service, that offers traceable delivery. For incoming MPHI data, the Subcontractor will require use of courier services that provide tracking information and other security mechanisms similar to those provided by the US Postal Service, and will make every reasonable effort to ensure that project partners comply with secure transfer expectations, including encryption of data.

- d. Subcontractor use of facsimile transfers for confidential MPHI data is strongly discouraged. However, if it is necessary to send outgoing faxes with privacy-sensitive data, Subcontractor staff will maximize the security of the transmission by using a fax cover sheet that clearly identifies the person or entity that should receive the data and clearly states that the remaining pages in the fax contain confidential, privacy-sensitive information. They will also do everything in their control to assure that the intended recipient is at the fax machine at the time of transmission. Staff must request confirmation that the intended person or entity received the fax. For incoming data, Subcontractor will strongly discourage the use of faxes and will make every reasonable effort to ensure that project partners comply with secure transfer expectations.
 - e. Electronic data transfers of MPHI data over publicly shared networks, such as email or the Internet, are only permitted when both sender and receiver are using federally approved encryption methods approved by MPHI. The software used to encrypt data should implement a U.S. government approved encryption algorithm called Advanced Encryption Standard (AES).
5. Subcontractor staff that have obtained permission to telecommute while working on an MPHI privacy-sensitive project are required to follow the procedures detailed in EXHIBIT D.

Disclosing Privacy-Sensitive Data

The state and federal laws that apply to the project often regulate the disclosure of privacy-sensitive data. Subcontractor should be familiar with the requirements of applicable laws.

Subcontractors must follow guidelines for appropriate disclosure (including disclosure to clients, project partners, funders, and subcontractors) outlined in the project workplan or other applicable contractual agreements.

Report Adverse Events

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