



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

STATE OFFICE OF RURAL HEALTH

**FEDERALLY QUALIFIED HEALTH CENTER (FQHC)
DEVELOPMENT AND EXPANSION GRANT
FY2012**

DEPARTMENT OF COMMUNITY HEALTH GRANT FUNDING IS SUBJECT TO AVAILABILITY
AND IS AWARDED AT THE DISCRETION OF THE DEPARTMENT COMMISSIONER

**RELEASE DATE: MONDAY, NOVEMBER 28, 2011
CLOSING DATE: 2:00 PM EST, THURSDAY, DECEMBER 29, 2011**

**POINT OF CONTACT: LLOYD RICHARDSON, ISSUING OFFICER
GEORGIA DEPARTMENT OF COMMUNITY HEALTH
2 PEACHTREE STREET, NW, 35TH FLOOR
ATLANTA, GEORGIA 30303-3159
LRichardson@dch.ga.gov**

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FEDERALLY QUALIFIED HEALTH CENTER (FQHC) DEVELOPMENT AND EXPANSION GRANT
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APPENDIX E.	ETHICS IN PROCUREMENT POLICY: Includes (2) Signature Pages Carefully read, sign, and adhere to Appendix C, the DCH Ethics in Procurement Policy prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.
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Background	The Georgia Department of Community Health (DCH) was created in 1999 by Senate Bill 241 and has the responsibility for insuring over two million people in the State of Georgia, maximizing the State's health care purchasing power, coordinating health planning for State agencies and proposing cost-effective solutions for reducing the number of uninsured. Within DCH, the State Office of Rural Health (SORH) serves Georgians by improving access to health care in rural and underserved areas to improve health status and reduce health disparities.
Purpose	The purpose of this grant is to provide for an entity to further the development and expansion of existing and new start Federally Qualified Health Centers (FQHC) in Georgia's rural and underserved areas. The applicant will serve as a single point of service for technical assistance to facilitate communities in the development of Federally Qualified Health Centers or to expand existing sites.
Program Overview	<p>The Department of Community Health, State Office of Rural Health recognizes the tremendous value of Federally Qualified Health Centers (FQHCs).</p> <p>FQHCs are local, non-profit, community-owned health care providers serving low income and medically underserved communities. FQHCs successfully increase access to care, promote quality and cost-effective care, improve patient outcomes, and are uniquely positioned to spread the benefits of community-based and patient centered care. FQHCs provide comprehensive services that address the major health care needs of the target population and ensure the availability and accessibility of essential primary and preventive health services, including as appropriate, oral health, mental health, and substance abuse services.</p> <p>The State of Georgia has made significant investments in Federally Qualified Health Centers (FQHCs) with the key focus of ensuring access to health care through the most efficient and appropriate health care delivery system. Georgia currently has twenty-eight (28) FQHCs with over one hundred forty-four (144) clinical sites operating in 77 Georgia counties.</p>
Eligibility	<p>Applicants for this grant must be able to provide services to all areas of the State as well as demonstrate the following:</p> <ol style="list-style-type: none"> 1. five (5) years of community development and FQHC model program development, demonstrate a knowledge of the Federal 330 Funding Requirements 2. prior success in the development of FQHCs 3. the ability to accept new communities expressing interest in exploring the FQHC model and work with existing centers for expansion opportunities as appropriate
Funding Preference	Funding Preference will be given to applicants with active working relationships within target communities.
Matching Funds	<i>"Matching funds"</i> are encouraged but not required for these efforts.
Total Award Amount	\$250,000.00 -State Funds; funds are subject to budget reductions.
Anticipated Awards	One (1) award is anticipated as a result of this funding effort.
Funding Cycle (Subject to budget approval)	Upon award – June 30, 2013
Special Requirements	<p>Funding under this effort requires:</p> <ul style="list-style-type: none"> • Working in partnership with DCH/SORH, associations, communities and consultants to determine and target communities and to provide technical assistance. • Developing a competitive solicitation and evaluation process which gives preference to communities with greatest potential for federal approval as

	<p>determined by the federal criteria.</p> <ul style="list-style-type: none"> • Manage all activities related to program content (e.g., objectives, dissemination of funds, technical assistance, etc.) • Providing training for potential new starts and existing FQHCs addressing clinical and operational requirements required to obtain and/or maintain 330 Funding in a minimum of 20 communities. • Offering technical assistance and training to strengthen existing FQHCs to position these facilities to expand through the development of additional patient volume and access points. • Providing education and development for the "Look-a-Like" FQHC model as an alternative to the traditional FQHC model. • Providing up to \$150,000 to be disseminated to one potential FQHC site that has received state funds for start-up, is operational and able to utilize the limited funds to as bridge funds to maintain operations until federal designation is achieved. The potential FQHC site must be able to demonstrate a strong likelihood for federal award and be awarded through the competitive processes administered by the grantee. The grantee is responsible for ensuring sub-recipient compliance and monitoring of sub-awards to ensure good stewardship of state funds. • Providing reports on expenditures made against the grant for program activities. • Responding in a timely manner to all requests from the DCH on matters related to the grant, particularly deadline sensitive items. • Acknowledging all reporting formats are subject to the approval of the DCH. • Ensuring approved deliverables are submitted on or before due date for expenditures related to grant. • Submitting final program and financial reports to DCH no later than 45 days following the grant termination date.
Deliverables	<p>Awardee deliverables include but are not limited to the following:</p> <ul style="list-style-type: none"> • <u>Within 14 days</u> of grant execution, provide a final work plan, timeline, and budget encompassing the project period for DCH/SORH approval. Work plan must outline milestones and timelines for project completion. Should there be no changes to the original grant application submissions, notification must be made in writing to DCH/SORH reflecting the same. • <u>Within 10 days</u> of receipt and completion of evaluation of all applicants, submit all competitive solicitation, applications, and evaluation criteria as related to the operational fund for DCH/SORH approval prior to award or communications to the applicants. • Provide copies of all training and educational materials, uniform objectives and all other documents and reports created by grant funds 30 days prior to the grant termination date. • Submit a total of four quarterly progress reports to DCH/SORH detailing the progress made towards accomplishing program goals and objectives, achievements, and milestones reached within the defined timeframes. Reports must include quantitative and qualitative data on communities served and include number of patient visits/encounters in sites that receive operational funds during the grant period, as well as expenditures made against the grant during the reporting period. Reporting periods include July-September 2012; October-December 2012; January-March 2013; and April-June 2013 and are due not more than 30 days following the close of each quarter. • Submit a total of four quarterly invoices to DCH which include copies of all receipts

	<p>and expenses and other documentation which support the expenditures made against the grant not more than 30 days following the end of each quarter in accordance with the grant agreement for payment of services rendered. Additional instructions may be provided by DCH/SORH.</p> <ul style="list-style-type: none"> • Submit a final program and financial reports to DCH no later than 45 days following the grant termination date (June 30, 2013). • Grant recipient must comply with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit organizations, and submit the same to DCH/SORH annually. Audits must be submitted to DCH/SORH within 30 days of the governing Board's approval.
Submission of Questions	Questions must be submitted in writing to Lloyd Richardson, LRichardson@dch.ga.gov by 2:00 P.M. Monday, 12-12-2011. Response to questions will be posted within five business days from closing date.
Deadline for Submission	APPLICATIONS MUST BE RECEIVED BY 2:00 P.M. Thursday, 12-29-2011 – 30 DAY POSTING

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FEDERALLY QUALIFIED HEALTH CENTER (FQHC) DEVELOPMENT AND EXPANSION GRANT
SUBMISSION GUIDELINES

APPLICATION SUBMISSION

Submission requires remittance of the original, one (1) copy and five (5) CDs of the Grant Application. Applications may be delivered via U.S. mail, an express mail carrier, hand delivered or couriered. **COMPLETED APPLICATIONS MUST BE RECEIVED BY 2:00 P.M. MONDAY, 12-29-2011.** If the application is incomplete or non-responsive to submission requirements, it will not be entered into the review process. The applicant will be notified the application did not meet submission requirements.

Timely and complete submissions are the responsibility of the applicant(s). The Department of Community Health welcomes completed submissions prior to the 12-29-2011 closing date however all submissions are final. **ALL LATE APPLICATIONS WILL BE CONSIDERED NON-RESPONSIVE TO SUBMISSION REQUIREMENTS.**

Mailing Address for Application Delivery

Lloyd Richardson, Issuing Officer
Georgia Department of Community Health
2 Peachtree Street, NW, 35th Floor
Atlanta, Georgia 30303-3159
E-mail: LRichardson@dch.ga.gov

SUBMISSION FORMAT

The Grant Proposal **MUST** be submitted in the following format or the application will be considered non-responsive and will not be entered into the review process:

1. **Word or PDF** file format
2. **Font Size:** 12 point unreduced (Arial or Times New Roman)
3. **Page Size:** 8.5 by 11 inches
4. **Page Margin Size:** One inch
5. **Number and Label** all pages; not to exceed the maximum number of pages where applicable.
6. **Headers** should identify each section and **Footers** should include: the name of the organization.

REQUIRED CONTENT:

1. **Project Abstract:** A Project Abstract is required for all application forms. The Project Abstract must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed. It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This abstract must not include any proprietary/confidential information. (The Project Abstract will not be counted toward the narrative page limit.).
2. **Project Narrative:** The Project Narrative should not exceed 6 pages and should address activities to be conducted over the funding period and include program goals and objectives, service delivery plan, and mechanism for demonstrating achievement of goals and objectives.

3. **Project Objectives:** *SMART* (**S**pecific, **M**easurable, **A**chievable, **R**ealistic and **T**imely) objectives are required for this RFGA (refer to pages 3 - 4 Supplemental Information for suggested guidelines for drafting SMART objectives). The objectives should describe in detail: the short term, intermediate and long term outcomes related to the project.
4. **Project Work Plan and Timeline:** A work plan to include a step-by-step timeline and detailed operation plan of all major activities necessary to attain specified objectives. (See Appendices J and K)
5. **Evaluation Plan:** A clear description of the evaluation plan and how it will assess: a) the described outcomes in measurable terms using benchmarking data, b) the objectives and, c) the related performance measurement and the benefits of the initiative.
6. **Sustainability Plan:** Non-applicable. This is a one project period program.
7. **Budget Plan:** All anticipated expenses and funding sources directly related to this project, including in-kind contributions, should be calculated and completed on the included Budget Form (Appendix G).
8. **Budget Justification:** A concise narrative labeled **Budget Justification** should follow the Budget Form (Appendix G). The budget plan and budget forms will not be counted toward the narrative page limit. Note, however, that both documents should be placed immediately after the Project Narrative in your proposal submission and should not exceed four (4) pages. Do not sequentially number this section.). Provide a detailed and clearly justified budget narrative that is consistent with the purpose and objectives. Describe the financial resources needed over the duration of the project period and include the share requested from this grant as well as funds from other sources, including organizations, institutions. Describe any in-kind sources of support.
9. **APPENDICES:** All appendices are required. Some appendices include a Signature Page(s) carefully read, sign, and adhere to these forms prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process. Included Appendices are as follows:
 - A. Grant Application Form
 - B. Governing Board Resolution (*Indicate not applicable on form if it does not apply*)
 - C. Governing Board Composition (*Indicate not applicable on form if it does not apply*)
 - D. Ethics Statement (*Signature Page must be submitted*)
 - E. Ethics in Procurement Policy (*Signature Pages must be submitted*)
 - F. Business Associate Agreement (*Signature Page must be submitted*)
 - G. Budget Plan (*Budget Justification **MUST** accompany this appendix*)
 - H. Biographical Sketch (*For key personnel only*)
 - I. Organization Chart (*For lead applicants only*)
 - J. Work Plan Template
 - K. Timeline Template

II. OTHER CONTENT

Although not required an applicant may wish to submit the following:

- Letters of support or endorsement for the applicant.
- In-Kind and or Matching Contributions.

Point of Contact: Lloyd Richardson, Issuing Officer
Georgia Department of Community Health
2 Peachtree Street, NW 35th Floor
Atlanta, Georgia 30303 – 3159
E-mail: LRichardson@dch.ga.gov

Grant funding: DCH grant funding is subject to availability. All awards are subject to the discretion of the Commissioner.

Indirect cost: Indirect costs represent the expenses of doing business that are not readily identified within the budget submission (Appendix G.) but are necessary for the general operation of the organization and the facilitation of the activities required by the grant. In theory, costs like heat, light, accounting and personnel might be charged directly if little meters could record minutes in a cross-cutting manner. Practical difficulties preclude such an approach. Therefore, cost allocation plans or indirect cost rates are used to distribute those costs to benefiting revenue sources. For the purpose of providing the most efficient and effective use of grant dollars DCH limits the application of indirect costs to 9.27 percent.

SUGGESTED GUIDELINES FOR DRAFTING “SMART” OBJECTIVES

“SMART” Objectives: To further enhance performance measurement the Department of Community Health is requiring that objectives be “SMART” (Specific, Measurable, Achievable, Realistic and Timely). This will assist the department in evaluating whether the objectives that are being set are effective and appropriate for the project.

Be aware of the differences between *goals* and *objectives*. Goals relate to aspirations, purpose and vision. The objective is a plan to achieve the goal therefore a goal may have many objectives.

1. **“SMART”** refers to the acronym that describes the key characteristics of meaningful objectives, which are **S**pecific (concrete, detailed, well defined), **M**easurable (evaluable in terms of outcomes, data, numbers, quantity, comparison), **A**chievable (feasible, actionable), **R**ealistic (considering resources) and **T**imely (a defined time line). However this order may not always be the best way to write your objectives. Often M-A/R-S-T is the preferred method.
2. **MEASURABLE** is the most important consideration when developing **SMART** objectives. Measurability is the evidence of objective achievement. This is your outcomes or other measurable data.
3. **ACHIEVABLE** is correlates to Measurable. Objectives, unlike your aspirations and visions, need to be achievable, there is no point in starting a project which is improbable or impossible to complete or

one in which you can't tell when you are finished. An objective is only achievable when it is also measurable and limitations have been assessed. Although an objective may be measurable you must also consider if you have the necessary resources or at least a realistic chance of acquiring the resources.

4. **REALISTIC** is correlates to Achievable. If it is achievable it may not be realistic and conversely if it is not realistic, it is not achievable. Realistic is about who, what, when, where and how. This is where human capital, resources, time, money and opportunity intersect.
5. **TIMELY** correlates to measurable, achievable, realistic and specific. Timely is the deadline set for achievement of an objective. Deadlines **MUST** be achievable and realistic to merit the undertaking. A timely objective is a measurable objective. A timely objective is a specific objective as it answers when achievement will be met.

APPLICATION REVIEW

Programs must be specific to the Federally Qualified Health Center (FQHC) Development and Expansion Grant. Program and outcomes must be measurable in alignment with the relevant goals, objectives or performance measures listed in the Georgia Federally Qualified Development or Expansion Grant Announcement. Applications will be reviewed for thoroughness as well as there adherence to the prescribed submission format. The following components are required for Application Review :

- Organizational Narrative
- Project Narrative
- “SMART” Objectives
- Work Plan/Timeline
- All required Appendices and the Budget Justification

EVALUATION CRITERIA

Upon successful completion of Application Review an evaluation committee will convene to evaluate the merits of each proposal. The proposal will be evaluated based upon the following proposal elements:

Organizational Narrative: The applicant's description of the organization in terms of knowledge, skills and abilities to conduct programs of this nature.

Project Narrative: The applicant's description of the program in terms of: objectives, implementation, specificity, and the feasibility. The applicant's capability includes the adequacy of the applicant's resources (additional sources of funding, organization's strengths, staff time, etc.) available for conducting activities.

“SMART” Objectives: The objectives must be developed in a manner which is appropriate for the grant project and designed around five leading measures which are referred to as *SMART* (specific, measurable, achievable, realistic and timely) objectives. The objectives should describe in detail: the short term, intermediate and long term outcomes related to the project.

Budget Plan and Justification: The proposed budget will be evaluated on the basis of its reasonableness, concise and clear justification, and consistency with the intended use of grant funds.

In addition, the following factors may affect the funding decision:

- Availability of funds
- Relevance to program priorities

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
STATE OFFICE OF RURAL HEALTH
DCH GRANT APPLICATION FORM**

Please Provide complete contact information for a minimum of three (3) officers within the organization.
Mailing Address MAY NOT be a post office box.

Name of Grant:			
Applicant Organization:			
Legal Name			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Federal ID Number:		State Tax ID Number	
DIRECTOR OF APPLICANT ORGANIZATION			
Name/Title			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
FISCAL MANAGENT OFFICER OF APPLICANT ORGANIZATION			
Name/Title			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
OPERATING ORNAGIZATION (If Different from Applicant Organization)			
Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-Mail:	
CONTACT PERSON FOR OPERATING ORNAGIZATION (If Different from Director Organization)			
Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	E-mail:	Fax:	
CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION (If Different from Contact Person for Operating Organization)			
Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	E-mail:	Fax:	
Amount Requested:	Type of Organization: <input type="checkbox"/> Hospital <input type="checkbox"/> Physician <input type="checkbox"/> Primary Care Provider <input type="checkbox"/> Clinic <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government Entity <input type="checkbox"/> Faith Community <input type="checkbox"/> Consortia of These		
I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE SUBMITTED THIS APPLICATION ON THE BEHALF OF THE APPLICANT ORGANIZATION.			
SIGNATURE:		TITLE:	DATE:

GOVERNING BOARD RESOLUTION

BE IT RESOLVED THAT:

_____, applied for grant funding from
the Georgia
(Name of Organization)

Department of Community Health, State Office of Rural Health.

_____, certifies that it will comply with
all Georgia
(Name of Organization)

Department of Community Health, State Office of Rural Health requirements.

If awarded, _____, will enter into a grant
contract
(Name of Organization)

with the State of Georgia, Department of Community Health, State Office of Rural Health.

_____, is authorized to execute
contracts, grants
(Name and Title of Authorized Official)

and certifications as required to implement the organization's participation in the program.

**I CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE
GOVERNING BODY OF**

_____, on _____
(Name of Organization) (Date)

SIGNED:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

GOVERNING BOARD COMPOSITION

Name and Address	Clinic User	Board Office	Board Term Expiration	Years of Continuous Board Service	Live or Work in Service Area	Occupation/ Area of Expertise	Race/Ethnicity
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		Mo / YY	_____ thru _____ MM/YY MM/YY	<input type="checkbox"/> Live <input type="checkbox"/> Work		

STATEMENT OF ETHICS

NOTE: Carefully read, sign, and adhere to Appendix D, the DCH Ethics Statements prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.

PREAMBLE

The Department of Community Health (DCH) has embraced a mission to improve the health of all Georgians through health benefits, systems development, and education. In accomplishing this mission, DCH employees and any individual, group, contractor or grantee who receives funds from DCH must abide by this Statement of Ethics must work diligently and conscientiously to support the goals of improving health care delivery and health outcomes of the people we serve, empowering health care consumers to make the best decisions about their health and health care coverage, and ensuring the stability and continued availability of health care programs for the future. Ultimately, the mission and goals of the organization hinge on each employee's commitment to strong business and personal ethics. This Statement of Ethics requires that each employee or previously defined party:

- Promote fairness, equality, and impartiality in providing services to clients
- Safeguard and protect the privacy and confidentiality of clients' health information, in keeping with the public trust and mandates of law
- Treat clients and co-workers with respect, compassion, and dignity
- Demonstrate diligence, competence, and integrity in the performance of assigned duties
- Commit to the fulfillment of the organizational mission, goals, and objectives
- Be responsible for employee conduct and report ethics violations to the Ethics Officer
- Engage in carrying out DCH's mission in a professional manner
- Foster an environment that motivates DCH employees and vendors to comply with the Statement of Ethics
- Comply with the Code of Ethics set forth in O.C.G.A. Section 45-10-1 et seq.

Not only should DCH employees comply with this Statement of Ethics, but DCH expects that each vendor, grantee, contractor, and subcontractor will abide by the same requirements and guidelines delineated. Moreover, it is important that employees and members of any advisory committee or commission of DCH acknowledge the Statement of Ethics.

ETHICAL GUIDELINES

1. Code of Conduct

All employees of DCH are expected to maintain and exercise at all times the highest moral and ethical standards in carrying out their responsibilities and functions. Employees must conduct themselves in a manner that prevents all forms of impropriety, including placement of self-interest above public interest, partiality, prejudice, threats, favoritism and undue influence. There will be no reprisal or retaliation against any employee for questioning or reporting possible ethical issues.

2. Equal Employment

The Department is committed to maintaining a diverse workforce and embraces a personnel management program which affords equal opportunities for employment and advancement based on objective criteria. DCH will provide recruitment, hiring, training, promotion, and other conditions of employment without regard to race, color, age, sex, religion, disability, nationality, origin, pregnancy, or other protected bases. The Department expects employees to support its commitment to equal employment. The failure of any employee to comply with the equal employment requirements provided in DCH Policy #21 may result in disciplinary action, up to and including termination.

3. Harassment

DCH will foster a work environment free of harassment and will not tolerate harassment based on sex (with or without sexual conduct), race, color, religion, national origin, age, disability, protected activity (i.e., opposition to prohibited discrimination or participation in a complaint process) or other protected bases from anyone in the workplace: supervisors, co-workers, or vendors. The Department strongly urges employees to report to the Human Resources Section any incident in which he or she is subject to harassment. Additionally, any employee who witnesses another employee being subjected to harassment should report the incident to the Human Resources Section. If DCH determines that an employee has engaged in harassment, the employee shall be subject to disciplinary action, up to and including termination, depending on the severity of the offense.

4. Appropriate Use of DCH Property

Employees should only use DCH property and facilities for DCH business and not for any type of personal gain. The use of DCH property and facilities, other than that prescribed by departmental policy, is not allowed. Furthermore, the use of DCH property and facilities for any purpose which is unlawful under the laws of the United States, or any state thereof, is strictly prohibited.

Employees who divert state property or resources for personal gain will be required to reimburse the Department and will be subject to the appropriate disciplinary action, up to and including, termination.

5. Secure Workplace

DCH is committed to maintaining a safe, healthy work environment for its employees. Accordingly, it is DCH's expectation that employees refrain from being under the influence of alcohol or drugs in the workplace because such conduct poses a threat to the employee, as well as others present in the workplace. Additionally, DCH has a zero tolerance policy regarding violence in the workplace. Specifically, DCH will not condone the threat of or actual assault or attack upon, a client, vendor, or other employee. If an employee engages in violent behavior which results in an assault of another person, he or she will be immediately terminated.

6. Political Activities

Although the DCH recognizes that employees may have an interest in participating in political activities and desires to preserve employees' rights in participating in the political process, employees must be aware of certain allowances and prohibitions associated with particular political activities. DCH encourages employees to familiarize themselves with DCH Policy #416 to gain understanding about those instances when a political activity is disallowed and/or approval of such activity is warranted.

7. Confidentiality

DCH has a dual mandate in terms of confidentiality and privacy. Foremost, as a state agency, DCH must comply with the Georgia Open Records Act and Open Meetings Act. The general rule that is captured by those laws is that all business of the agency is open to the public view upon request. The exceptions to the general rule are found in various federal and state laws. In order to protect the individuals' health information that is vital to the delivery of and payment for health care services, DCH sets high standards of staff conduct related to confidentiality and privacy. Those standards are reinforced through continuous workforce training, vendor contract provisions, policies and procedures, and web-based resources.

8. Conflicts of Interest

Employees should always strive to avoid situations which constitute a conflict of interest or lend to the perception that a conflict of interest exists. Specifically, employees must avoid engaging in any business with the DCH which results in personal financial gain. Similarly, employees must encourage family members to avoid similar transactions since they are subject to the same restrictions as employees. DCH encourages its employees to

seek guidance from the Office of General Counsel regarding questions on conflicts of interest.

9. Gifts

Employees are strictly prohibited from individually accepting gifts from any person with whom the employee interacts on official state business. Gifts include, but are not limited to, money, services, loans, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. Any such item received must be returned to the sender with an explanation of DCH's Ethics Policy.

10. Relationships with Vendors and Lobbyists

DCH values vendors who possess high business ethics and a strong commitment to quality and value. Business success can only be achieved when those involved behave honestly and responsibly. Therefore, it is critical that employees ensure that vendors contracting with DCH are fully informed of DCH policies concerning their relationships with DCH employees and that these policies be uniformly applied to all vendors. Among other requirements, DCH expects that each vendor will honor the terms and conditions of its contracts and agreements. If DCH determines that a vendor has violated the terms and conditions of a contract or agreement, the vendor shall be held responsible for its actions.

Employees must ensure that fair and open competition exists in all procurement activities and contracting relationships in order to avoid the appearance of and prevent the opportunity for favoritism. DCH strives to inspire public confidence that contracts are awarded equitably and economically. DCH will apply the state procurement rules, guidelines, and policies. Open and competitive bidding and contracting will be the rule.

DCH recognizes that lobbyists, both regulatory and legislative, may from time to time seek to meet with DCH employees to advance a particular interest. DCH recognizes that employees may have personal opinions, even those that may be contrary to a position that DCH has adopted. DCH employees, however, must recognize that the public, including legislators and lobbyists, may have difficulty differentiating between the official DCH position and a personal opinion. Accordingly, employees should always work directly with the Director of Legislative Affairs in preparing any responses to requests or questions from elected officials and their staff or lobbyists.

STATEMENT OF ETHICS AGREEMENT

DCH STATEMENT OF ETHICSACKNOWLEDGEMENT

**BY SIGNING THIS AGREEMENT, I THE UNDERSIGNED, HEREBY
ACKNOWLEDGE THAT:**

- I have received, read, and understand the Georgia Department of Community Health Statement of Ethics;
- I agree to comply with each provision of the Georgia Department of Community Health Statement of Ethics;
- I am a:

<input type="checkbox"/>	Member of the Board of the Department of Community Health
<input type="checkbox"/>	Member/employee of advisory committee or commission
<input type="checkbox"/>	Department Employee
<input type="checkbox"/>	Vendor/Contractor/Subcontractor/Grantee

Signature

Date

Print Name

Print Supervisor's Name

Division/Section

ETHICS IN PROCUREMENT POLICY

NOTE: Carefully read, sign, and adhere to Appendix E, the DCH Ethics in Procurement Policy prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.

I. THE COMMITMENT

The Department is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, is fully compliant with all instruments of governance and has the complete confidence and trust of the public it serves. To achieve these important public purposes, it is critical that potential and current vendors, as well as employees, have a clear understanding of and an appreciation for, the DCH Ethics in Procurement Policy (the “Policy”).

II. SCOPE

This Policy is applicable to all Vendors and Employees, as those terms are defined below.

III. CONSIDERATIONS

Procurement ethics must include, but is not limited to, the following considerations:

A. Legitimate Business Needs

The procurement of goods and services will be limited to those necessary to accomplish the mission, goals, and objectives of the Department.

B. Conflicts of Interest

A “conflict of interest” exists when personal interest interferes in any way with the interests of the Department. A conflict situation can arise when an individual takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest also arise when an individual, or a member of his or her Immediate Family, receives improper personal benefits as a result of his or her action, decision, or disclosure of Confidential Information in a Procurement.

C. Appearance of Impropriety

Employees must take care to avoid any appearance of impropriety and must disclose to their supervisors any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest. Similarly, anyone engaged in a business relationship with the Department should avoid any appearances of impropriety.

ETHICS IN PROCUREMENT POLICY

D. Influence

An impartial, arms' length relationship will be maintained with anyone seeking to influence the outcome of a Procurement.

E. Gifts

DCH Employees are prohibited from soliciting, demanding, accepting, or agreeing to accept Gifts from a Vendor.

F. Misrepresentations

Employees and Vendors may not knowingly falsify, conceal or misrepresent material facts concerning a Procurement.

G. Insufficient Authorization

Employees may not obligate the Department without having received prior authorization from an approved official. Engaging in such activity is a misrepresentation of authority.

An Employee's failure to adhere to these considerations, as well as the guidelines set forth herein shall be grounds for disciplinary action, up to and including, termination. Similarly, a Vendor's failure to comply with this Policy will result in appropriate action as determined by governing state and/or federal law, rules and regulations, and other applicable Department policies and procedures.

IV. DEFINITIONS

For purposes of this policy:

"Affiliate Vendor Team" shall mean employees, directors, officers, contractors, and consultants of a Vendor that directly or indirectly assist the Vendor in the preparation of response to a Procurement.

"Confidential Information" shall mean all information not subject to disclosure pursuant to the Open Records Act, O.C.G.A. §50-18-70 et seq. that a current Vendor or potential Vendor might utilize for the purpose of responding to Procurement or that which is deemed disadvantageous or harmful to the Department and to the citizens of the State of Georgia in that such disclosure might lead to an unfair advantage of one Vendor over another in a Procurement.

"Contracting Officer" shall mean the Department Employee maintaining oversight of the Procurement process who may also be designated as the Point of Contact as described below.

ETHICS IN PROCUREMENT POLICY

“Department” shall mean the Georgia Department of Community Health.

“Employee” shall mean any person who is employed by the Department.

“Evaluation Team” shall mean a designated group of Department Employees who review, assess, and score documents submitted to the Department in response to a Procurement solicitation.

“Gifts” shall mean, for purposes of this Policy, money, advances, personal services, gratuities, loans, extensions of credit, forgiveness of debts, memberships, subscriptions, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward an Employee.

“Financial Interest” shall mean, for purposes of this Policy, an ownership interest in assets or stocks equaling or exceeding 0%.

“Immediate Family” shall mean a spouse, dependent children, parents, in-laws, or any person living in the household of the Employee.

“Kickback” shall mean compensation of any kind directly or indirectly accepted by an Employee from a Vendor competing for or doing business with the Department, for the purpose of influencing the award of a contract or the manner in which the Department conducts its business. Kickbacks include, but are not limited to, money, fees, commissions or credits.

“Procurement” shall mean buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. The term also includes all activities that pertain to obtaining any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, as well as the disposition of any Protest.

“Protest” shall mean a written objection by an interested party to an RFQ or RFP solicitation, or to a proposed award or award of a contract, with the intention of receiving a remedial result.

“Protestor” shall mean an actual bidder/Grantee who is aggrieved in connection with a contract award and who files a Protest.

“Point of Contact” shall mean the individual designated to be a Vendor’s only contact with the DCH following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote, until the award of a resulting contract and resolution of a Protest, if applicable.

ETHICS IN PROCUREMENT POLICY

“Prohibited Contact” shall mean contact with any officer, member of the Board or other Employee of the DCH, other than the Point of Contact, whereby it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the outcome of a Procurement. This prohibition includes, without limitation, personal meetings, meals, entertainment functions, telephonic communications, letters, faxes and e-mails, as well as any other activity that exposes the Employee to direct contact with a Vendor. This prohibition does not include contacts with Employees solely for the purpose of discussing existing on-going Department work which is unrelated to the subject of the Procurement. Inquiries regarding the status of Procurement should also be directed to the Point of Contact.

“Vendor” shall mean any individual or entity seeking to or doing business with the Department within the scope of this Policy, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and Employees of the foregoing, any subcontractors, sub consultants and sub suppliers at all lower tiers, as well as any person or entity engaged by the Department to provide a good or service.

“DOAS Vendor Manual” shall mean the Georgia of Department of Administrative Services’ vendor manual.

V. EMPLOYEE RESPONSIBILITIES

A. *Evaluation Team Members*

1. The Contracting Officer must ensure that employees participating in any Procurement activities have sufficient understanding of the Procurement and evaluation process and the applicable DCH and DOAS rules and regulations and policies associated with the processes.
2. Evaluation team members are tasked with conducting objective, impartial evaluations, and therefore, must place aside any personal and/or professional biases or prejudices that may exist. Additionally, Employees serving on an Evaluation Team must not allow personal relationships (i.e. friendships, dating) with Employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the ability to render objective and fair determinations. Such interference may constitute the appearance of, and/or an actual conflict of interest and should be immediately disclosed to the Contracting Officer prior to the Employee’s participation on the evaluation team. The Contracting Officer shall consult with the Ethics Officer to make a determination as to whether the Employee should participate on the evaluation team.
3. In the event that the Department determines that a conflict of interest does exist and the Employee failed to make the appropriate disclosure, the Department will disqualify the Employee from further participation on the

ETHICS IN PROCUREMENT POLICY

evaluation team. Furthermore, in the event that the Department determines that the conflict of interest did impact the outcome of a Procurement; such Employee may be subject to disciplinary action, up to and including termination.

4. In the event that the Department identifies that the employee maintains a relationship of any sort that lends to an appearance of a conflict of interest with respect to a Procurement, the Department may, in its discretion, take appropriate action to eliminate such an appearance, up to and including the disallowance of the Employee's participation in any Procurement activities. In such instances, the employee most likely will not be subject to disciplinary action.
5. Prior to participating on an evaluation team, each DCH Employee must execute a statement attesting and acknowledging that:
 - a. The Employee shall not participate in a decision or investigation, or render an approval, disapproval, or recommendation with respect to any aspect of a Procurement, knowing that the Employee, or member of their immediate family has an actual or potential Financial Interest in the Procurement, including prospective employment;
 - b. The Employee shall not solicit or accept Gifts, regardless of whether the intent is to influence purchasing decisions;
 - c. The Employee shall not be employed by, or agree to work for, a Vendor or potential Vendor or Affiliate Vendor Team during any phase of a Procurement;
 - d. The Employee shall not knowingly disclose Confidential Information;
 - e. The Employee is precluded from engaging in Prohibited Contact upon the release of a Procurement solicitation, during the Evaluation Process, and throughout a Protest period, period of stay or court injunction related to procurement with which Employee was associated or at any time prior to the final adjudication of the Protest;
 - f. The Employee is responsible for reporting any violations of this Policy in accordance with this Policy;
 - g. The Employee will be responsible for complying with all DOAS rules and regulations, as well as Georgia law pertaining to procurements and conflicts of interest; and

ETHICS IN PROCUREMENT POLICY

- h. The Employee shall not assist a potential Vendor in the Procurement process in evaluating the solicitation, preparing a bid in response to the evaluation, or negotiating a contract with the Department. This prohibition shall not prohibit the Contracting Officer from carrying out his or her prescribed duties as allowed by DCH policy and procedures or the DOAS Vendor Manual.

B. *Responsibilities of Non-Evaluation Team Members*

All Employees should be mindful of the importance of confidentiality during any Procurement. Even if an Employee is not serving in the capacity of a member on the Evaluation Team, the Employee must refrain from engaging in conduct with a Vendor that could result in a conflict of interest or be considered a Prohibited Contact.

VI. VENDOR RESPONSIBILITIES

A. *Gifts and Kick-Backs*

Vendors may neither offer nor give any Gift or Kick-backs, directly or indirectly, to an Employee. Similarly, no Vendor may offer or give any Gift or Kick-backs, directly or indirectly, to any member of an Employee's Immediate Family. Such prohibited activity may result in the termination of the contract, in those cases where the Vendor has executed a contract with the Department. In the event that a potential Vendor who has submitted a response to a Procurement solicitation engages in such activity, the Department shall act in accordance with DOAS protocol.

B. *Family Relationships with Department Employees*

If a Vendor has a family or personal relationship with the Employee, a Gift that is unconnected with the Employee's duties at the DCH is not necessarily prohibited. In determining whether the giving of an item was motivated by personal rather than business concerns, the history of the relationship between the Vendor and Employee shall be considered. However, regardless of the family or personal relationship between a Vendor and an Employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the Employee in the performance of his or her official duties.

ETHICS IN PROCUREMENT POLICY

C. *Vendor Submittals*

The Department expects all potential Vendors and current Vendors to be forthcoming, always submitting true and accurate information in response to a Procurement or with regard to an existing business relationship. If the Department determines that the Vendor has intentionally omitted or failed to provide pertinent information and/or falsified or misrepresented material information submitted to the Department, the Department shall act in accordance with applicable state law and DOAS procurement policies and procedures.

Vendors must calculate the price(s) contained in any bid in accordance with Section 5.11 of the DOAS Vendor Manual.

D. *Business Relations*

A Vendor may not be allowed to conduct business with the Department for the following reasons:

1. Falsifying or misrepresenting any material information to the Department as set forth hereinabove;
2. Conferring or offering to confer upon an Employee participating in a Procurement (which the entity has bid or intends to submit a bid) any Gift, gratuity, favor, or advantage, present or future; and
3. Any other reasons not explicitly set forth herein that are contained in the DOAS Vendor Manual.

VII. USE OF CONFIDENTIAL INFORMATION

Employees will not use Confidential Information for their own advantage or profit, nor will they disclose Confidential Information during Procurement to any potential Vendor or to any other unauthorized recipient outside DCH.

VIII. ADDRESSING VIOLATIONS

A. *The Process*

Adherence to this policy makes all DCH staff responsible for bringing violations to the attention of the Contracting Officer under Procurement protocols or to a supervisor/manager if the affected Employee is not a part of the Procurement. If

ETHICS IN PROCUREMENT POLICY

for any reason it is not appropriate to report a violation to the Contracting Officer or the Employee's immediate supervisor, Employees will report such violations or concerns to the Ethics Officer. The Contracting Officer and managers are required to report suspected ethics violations to the Ethics Officer who has specific responsibility to investigate all reported violations.

Reporting suspected policy violations by others shall not jeopardize an Employee's tenure with the Department. Confirmed violations will result in appropriate disciplinary action, up to and including termination from employment. In some circumstances, criminal and civil penalties may be applicable.

The Ethics Officer will notify the employee making the report of the suspected violation of receipt of such report within five (5) business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

B. *Good Faith Filings*

Anyone filing a complaint concerning a violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

C. *Confidentiality*

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Additionally, all Employees

are expected to cooperate in the investigation of such violations. Failure to cooperate in an investigation may result in disciplinary action, up to and including termination from employment.

ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT

Signature for this form must be a President, Vice President, CEO or an equivalent Authorized Officer

BY SIGNING THIS AGREEMENT, I THE UNDERSIGNED, HEREBY ACKNOWLEDGES AND AGREES THAT:

- I have received, read, and understand the Georgia Department of Community Health's *Statement of Ethic in Procurements*;
- I agree to comply with each provision of the Georgia Department of Community Health's *Statement of Ethics in Procurement*;
- I am a (please check which applies):
 - ☐ Contractor
 - ☐ Sub-Contractor
 - ☐ Vendor

Company Name

Authorized Signature

Date

Print Name

***AFFIX CORPORATE SEAL HERE**

ATTEST:

Signature

Date

Title

***CORPORATIONS WITHOUT A SEAL, MUST ATTACH THEIR CERTIFICATE OF CORPORATE RESOLUTION**

ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT

Signatory for this form must be a President, Vice President, CEO or an equivalent Authorized Officer

SIGNATURE PAGE

Individual's Name and Title

Company Name

Company FEI Number

Address

City

State

Zip code

Telephone Number

Fax Number

E-mail Address

Signature

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this ____ day of _____ is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH”) and _____ (hereinafter referred to as “GRANTEE”).

WHEREAS, DCH is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information (“PHI”);

WHEREAS, GRANTEE, under Grant No. _____ (hereinafter referred to as “Grant”), may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and GRANTEE (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, published as the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Parts 160 and 164 (“Privacy Rule”);
2. Except as limited in this Agreement, GRANTEE may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by DCH.
3. **Unless otherwise required by Law, GRANTEE agrees:**
 - A. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
 - B. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 - C. To mitigate, to the extent practicable, any harmful effect that is known to GRANTEE of a use or disclosure of PHI by GRANTEE in violation of the requirements of this Agreement.
 - D. That its agents or subcontractors are subject to the same obligations that apply to GRANTEE under this Agreement and GRANTEE agrees to ensure that its agents

BUSINESS ASSOCIATE AGREEMENT

or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to GRANTEE under this Agreement.

- E. To report to DCH any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. GRANTEE agrees to make such report to DCH in writing in such form as DCH may require within twenty-four (24) hours after Contractor becomes aware.
 - F. To make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 at the request of DCH or an Individual, within five (5) business days after request of DCH or of the Individual. GRANTEE also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
 - G. To provide access to PHI in a Designated Record Set, to DCH upon request, within five (5) business days after such request, or, as directed by DCH, to an Individual. GRANTEE also agrees to provide DCH with written confirmation that access has been granted in such format and within such time as DCH may require.
 - H. To give DCH, the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or their designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after DCH, the Secretary or their designees request such access or otherwise as DCH, the Secretary or their designees may require. GRANTEE also agrees to make such information available for review, inspection and copying by DCH, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DCH, the Secretary or their designees in such form, format or manner as DCH, the Secretary or their designees may require.
 - I. To document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.
 - J. To provide to DCH or to an Individual, information collected in accordance with Section 3. I. of this Agreement, above, to permit DCH to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.
4. **Unless otherwise required by Law, DCH agrees:**

BUSINESS ASSOCIATE AGREEMENT

- A. That it will notify GRANTEE of any new limitation in DCH's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
 - B. That it will notify GRANTEE of any change in, or revocation of, permission by an Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect GRANTEE's use or disclosure of PHI.
 - C. That it will notify GRANTEE of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such restriction will affect GRANTEE's use or disclosure of PHI.
5. The **Term of this Agreement** shall be effective as of _____, and shall terminate when all of the PHI provided by DCH to GRANTEE, or created or received by GRANTEE on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- A. **Termination for Cause.** Upon DCH's knowledge of a material breach by GRANTEE, DCH shall either:
 - 1. Provide an opportunity for GRANTEE to cure the breach or end the violation, and terminate this Agreement if GRANTEE does not cure the breach or end the violation within the time specified by DCH;
 - 2. Immediately terminate this Agreement if GRANTEE has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.
 - B. **Effect of Termination.**
 - 1. Except as provided in paragraph (A.) (2) of this Section, upon termination of this Agreement, for any reason, GRANTEE shall return or destroy all PHI received from DCH, or created or received by GRANTEE on behalf of DCH. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Neither GRANTEE nor its agents nor subcontractors shall retain copies of the PHI.
 - 2. In the event that GRANTEE determines that returning or destroying the PHI is not feasible, GRANTEE shall send DCH detailed written notice of the specific reasons why it believes such return or destruction not feasible

BUSINESS ASSOCIATE AGREEMENT

and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DCH determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, GRANTEE agrees that it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DCH may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.

3. If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.
4. Section 5. B. of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

C. **Conflicting Termination Provisions.**

In the event of conflicting termination provisions or requirements, with respect to PHI, the termination provisions of Section 5 in this Business Associate Agreement shall control and supersede and control those in the underlying Grant.

6. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DCH to comply with applicable Medicaid laws, rules and regulations, and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable Medicaid laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule.
7. All other terms and conditions contained in the Grant and any amendment thereto, not amended by this Amendment, shall remain in full force and effect.

BUSINESS ASSOCIATE AGREEMENT

Signature for this form must be a President, Vice President, CEO or an equivalent Authorized Officer

SIGNATURE PAGE

Individual's Name and Title

Company Name

Address

City

State

Zip code

Telephone Number

Fax Number

E-mail Address

Signature

Date

BUDGET PLAN

No portion of DCH grant funding may be used for **ANY** expenditure(s) prior to the completion of a signed Grant Agreement with the Georgia Department of Community Health.
Only complete year two Budget Plan when applicable for grant funding. The accompanying budget justification must reflect the two year funding period.

BUDGET PLAN
 GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
 FQHC Development FY 2012

No portion of DCH grant funding may be used for ANY expenditure(s) prior to the completion of a signed Grant Agreement with the Department of Community Health.

CATEGORY			GRANT FUNDS REQUESTED	COST CATEGORY		TOTAL REQUESTED
ADMINISTRATIVE SALARIES AND FRINGE				IN-DIRECT	DIRECT	
PERSONNEL-SALARIES	FRINGE	% OF TIME				
Position - Salary						
Position - Salary						
Position - Salary						
Position - Salary						
Position - Salary						
TRAVEL EXPENSES (All Travel must be in accordance with the State of Georgia travel policy which may be reviewed at www.sao.state.ga.gov)						
• Lodging						
• Meals						
• Mileage or Air Fare						
• Conferences						
OFFICE OPERATION EXPENSES (This is considered an indirect cost and is limited to 10% of the budget)						
• Facilities Rental/Mortgage						
• Telephone						
• Internet						
• Utilities						
• Office Supplies						
EQUIPMENT EXPENSES						
• Computers (hardware, software and network equipment)						
• Printers						
• Medical (Itemize in budget justification)						
ADMINISTRATIVE EXPENSES						
• Materials (This includes administrative, educational and clinical materials, itemize in budget justification)						
• Consultant Expenses*						
• Other Expenses**						
SUB – TOTAL(S)						
TOTAL FUNDING REQUEST						\$

BUDGET PLAN

No portion of DCH grant funding may be used for **ANY** expenditure(s) prior to the completion of a signed Grant Agreement with the Georgia Department of Community Health.

Only complete year two Budget Plan when applicable for grant funding. The accompanying budget justification must reflect the two year funding period.

NOTE: A budget justification which explains each line item expense must accompany the budget. *All consultant and sub-contractors and expenses related to such must be identified. If a consultant or sub-contract has yet to be determined please explain the selection process and provide quotes. **All expenses identified as other must be fully justified and explained in the budget narrative. Additionally if the grantee has entered into a cost sharing arrangement this to must be reflected in the budget and detailed in the budget justification.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
FLEX CRITICAL ACCESS HOSPITAL REGIONAL OPERATIONAL AND PERFORMANCE EDUCATION AND
TRAINING PROGRAM**

BIOGRAPHICAL SKETCH

Provide the following information for the **KEY PERSONNEL** and other significant contributors in order of intensity of engagement in the project.
Follow this format for each person. **DO NOT EXCEED TWO PAGES.**

COMPANY/AGENCY NAME:

(LAST, FIRST, MIDDLE):

CURRENT POSITION/TITLE

ROLE IN PROPOSED PROJECT:

POSITION CLASSIFICATION:

EDUCATION/TRAINING (Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)

INSTITUTION AND LOCATION	DEGREE (if applicable)	YEAR(s)	FIELD OF STUDY

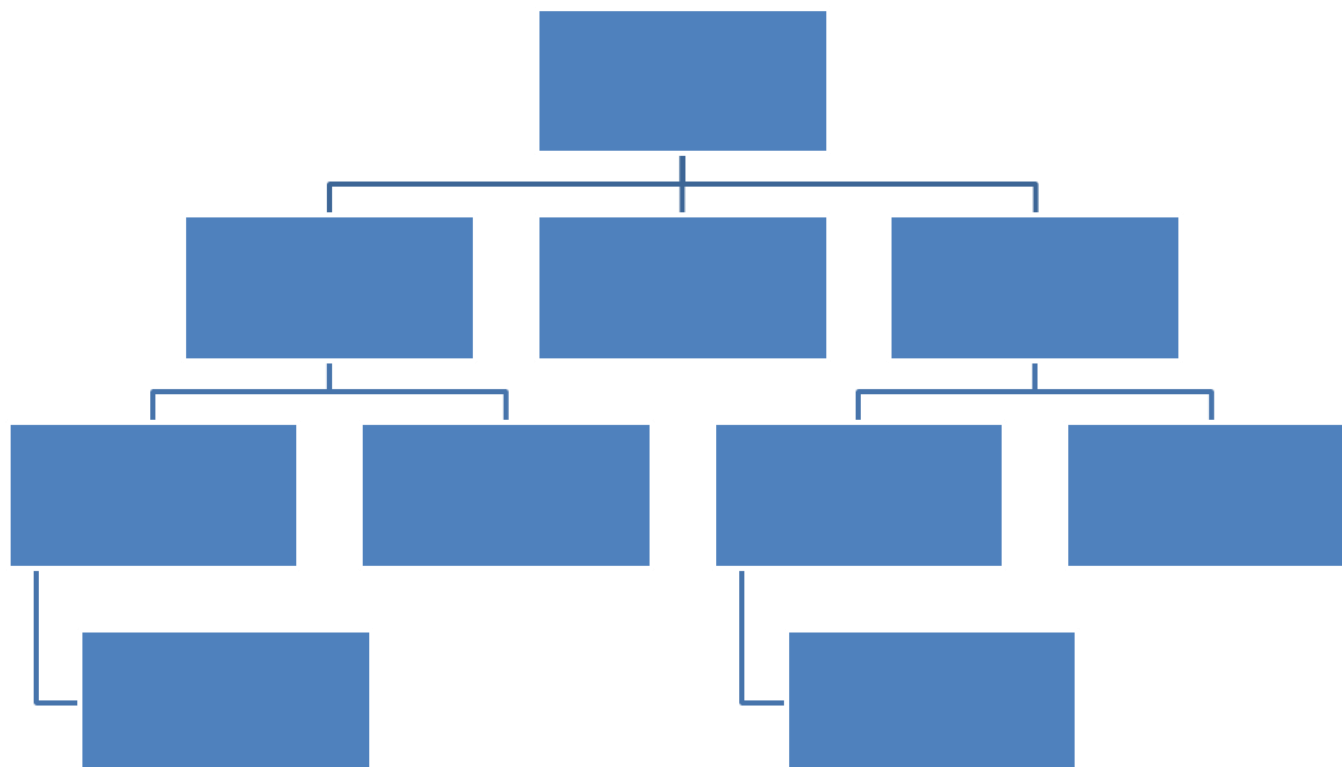
NOTE: The Biographical Sketch may not exceed two pages.

A. Experience. List in chronological order previous positions, concluding with your present position.

B. Job Summary. Detail the qualifications, knowledge, skills and abilities required for the role in the project.

C. Responsibility and Authority. List the related duties and task associated with the role in the project. Identify any and all lines of authority including superiors and subordinates if they are included as key personnel as reflected on Appendix I.

ORGANIZATIONAL CHART



PROJECT WORK PLAN TEMPLATE

ORGANIZATION:		POINT OF CONTACT:		PHONE:
GRANT PROGRAM:		GRANT NUMBER:	FUNDING PERIOD:	AWARD AMOUNT:
<p>Please be as specific and detailed as possible use additional sheet(s) if necessary. The work plan should follow a logical progression. Objectives should correlate to a deliverable and an action item for achieving deliverable(s). The work plan MUST identify a person responsible for achieving and facilitating the deliverable and action item. The anticipated outcome should be clearly articulated and relate to the objective(s), deliverable(s) and action item(s).</p> <p>Quarterly reporting requires that the work plan be updated. The update MUST document, explain and reconcile all changes to the work plan to include: end date(s), deliverable(s), action item(s), person responsible and outcome(s). The updated work plan should document all success and/or failure as well as challenges in achievement of a deliverable. Discrepancies between anticipated outcomes and actual outcomes should be fully explained. Any additional action items taken as a result of any changes, challenges or failures should also be documented and explained.</p>				
Start Date: Mm/Yr	End Date: Mm/Yr	Objective(s):	Deliverable(s): Action Item(s): Person Responsible:	Anticipated Outcome(s): Actual Outcome(s): Additional Action Item(s):
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	

TIMELINE TEMPLATE

ORGANIZATION:				POINT OF CONTACT:				PHONE:				
GRANT PROGRAM:		GRANT NUMBER:		FUNDING PERIOD:				AWARD AMOUNT:				
<p>The work plan should follow a chronological progression and complement the project work plan. All activities/deliverables detailed in the work plan should be included on the timeline and listed chronologically in the manner of completion over the grant cycle. Cells MUST be color coded and adjacent to that activity to indicate the start of the activity and the end of the activity.</p> <p>The first four lines are examples. Please delete the examples before entering your data.</p>												
ACTIVITY/DELIVERABLE:	JAN 12'	FEB 12'	MAR 12'	APR 12	MAY 12	JUN 12	JUL 12	AUG 12	SEP 12	OCT 12	NOV 12	DEC 12

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
STATE OFFICE OF RURAL HEALTH
DCH APPLICATION CHECKLIST**

Include checklist as final page of grant application. Checklist will be completed by the Department of Community Health, Grant Administrator
Mailing Address MAY NOT be a post office box.

Applicant Organization:

Contact Name:

Address:

City:

State:

ZIP Code:

Fax:

E-mail:

This checklist certifies that your application for the Georgia Medicare Rural Hospital Flexibility (FLEX) Program Grant has been received by the Department of Community Health and includes:

- ☐ Project Abstract
- ☐ Project Narrative
- ☐ "SMART" Objectives
- ☐ Evaluation Plan
- ☐ Appendix A: Grant Application Form
- ☐ Appendix B: Governing Board Resolution (*Indicate not applicable on form if it does not apply*)
- ☐ Appendix C: Governing Board Composition (*Indicate not applicable on form if it does not apply*)
- ☐ Appendix D: Ethics Statement (*Signature Page must be submitted*)
- ☐ Appendix E: Ethics in Procurement Policy (*Signature Pages must be submitted*)
- ☐ Appendix F: Business Associate Agreement (*Signature Page must be submitted*)
- ☐ Appendix G: Budget Plan (*Budget Justification MUST accompany this appendix*)
- ☐ Appendix H: Biographical Sketch(s)
- ☐ Appendix I: Organizational Chart
- ☐ Appendix J: Work Plan Template
- ☐ Appendix K: Timeline Template

FOR INTERNAL USE: ☐ Administrative Review Completed ☐ Application Complete ☐ Application Incomplete or Non-Responsive

Signature

Date