



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

CHILD PASSENGER SAFETY MINI-GRANT

**THIS GRANT OPPORTUNITY IS FUNDED THROUGH
THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND
THE MATERNAL AND CHILD HEALTH PROGRAM**

**RELEASE DATE: FRIDAY, OCTOBER 8, 2010
CLOSING DATE: FRIDAY, NOVEMBER 12, 2010**

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
DIVISION OF EMERGENCY PREPAREDNESS AND RESPONSE
INJURY PREVENTION PROGRAM
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**INJURY PREVENTION PROGRAM,
CHILD PASSENGER SAFETY MINI-GRANT**
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INJURY PREVENTION PROGRAM, CHILD PASSENGER SAFETY MINI-GRANT

<p>Background</p>	<p>The Georgia Department of Community Health (DCH) was created in 1999 (Senate Bill 241) with the responsibility for insuring over two million people in the State of Georgia to maximize the State's health care purchasing power, to coordinate health planning for state agencies, and to propose cost-effective solutions to reducing the numbers of uninsured.</p> <p>In 2009, Healthcare Facility Regulation was created at DCH from sections transferred from the former Department of Human Resources Office of Regulatory Services. At that same time, the Divisions of Public Health and Emergency Preparedness and Response transitioned to the DCH.</p> <p>Within DCH, the Division of Emergency Preparedness and Response, Injury Prevention Program fulfills a vital mission to prevent injuries by empowering state and local coalitions through the provision of data, training, and leadership, and the leveraging of resources for prevention programs.</p>
<p>Purpose</p>	<p>The purpose of the Child Passenger Safety Mini-Grant is to assist local level health agencies in reducing motor vehicle-related morbidity and mortality in Georgia's children by:</p> <ul style="list-style-type: none"> • Reinforcing the importance of the proper use of car seats, booster seats, and seat belts. • Increasing the availability of information about the proper seating positions for children in air bag equipped motor vehicles. • Providing car seats and booster seats to families with an identified financial need. (<i>Over 50% of children born in Georgia receive Medicaid benefits.</i>)
<p>Program Overview</p>	<p>The Department of Community Health, Division of Emergency Preparedness and Response, Injury Prevention Program (IPP) has partnered with the Governor's Office of Highway Safety (GOHS) and the Maternal and Child Health Program in DCH's Division of Public Health in an effort to combat preventable death and injury to children on Georgia's highways. This project coordinates a child safety seat education and distribution program for health agencies in over 125 of Georgia's 159 counties. The goal of IPP involvement is to facilitate this statewide Child Passenger Safety (CPS) program. With the assistance of the IPP, local level health agencies can implement and improve their CPS program with minimal time and monetary investment while providing a valuable community outreach.</p> <p>In addition to providing on- and off-site support for the county level CPS programs, IPP staff will coordinate the purchase and delivery of child safety seats to health agencies.</p>
<p>Grant Funding</p>	<p>Child safety seats are available as a Mini-Grant to local health agencies through the Injury Prevention Program. This Mini-Grant is made possible by funding from the Governor's Office of Highway Safety and the Maternal and Child Health Program.</p>
<p>Program Eligibility</p>	<p>To be considered for the Child Passenger Safety Mini-Grant, health agencies must complete the Mini-Grant Application contained in this packet and all other required forms.</p>
<p>Deadline for Submission</p>	<p>APPLICATIONS MUST BE RECEIVED BY FRIDAY, NOVEMBER 12, 2010. (<i>Applicants will receive a confirmation of receipt of application via e-mail. If you do not receive this confirmation, please contact the IPP to ensure that your organization's application has been received.</i>)</p>
<p>Awards</p>	<p>Mini-Grant awards will be announced by January 14, 2011. Awardees will receive an initial supply of child safety seats within two to three weeks. Each organization that receives seats as part of the Mini-Grant must confirm receipt of the seats by sending an e-mail to injury@dhr.state.ga.us that includes the quantity of each type of car seat and/or booster seat received. Additional child safety seats can be requested as a participating agency distributes their initial supply.</p>

APPLICATION AND GRANT GUIDELINES

AVAILABLE RESOURCES

Agencies selected to participate in this program will receive the following:

- Child safety seats (car seats and booster seats)
- Technical assistance with local program implementation, administration and reporting;
- Additional help with building local coalitions and program improvement;
- Training or referral to training for staff interested in becoming a certified CPS Technician and also for staff needing to recertify to maintain CPS technician status;

We encourage participating agencies to actively seek out resources from other agencies to support this program (e.g., other grant opportunities, personal donations, Lions Club, Rotary Club, Kiwanis, etc.).

PROGRAM ELIGIBILITY

Applicant Organization

Local health agencies are eligible to apply for the CPS Mini-Grant. For the purposes of this Mini-Grant, local health agencies are defined as local health departments, emergency medical service agencies, fire departments, and district health offices. Another community agency or organization may coordinate the local CPS program, but one of the above-mentioned health agencies must sponsor the application as the applicant organization.

District Health Offices may coordinate and support this program; however, program implementation and reporting must be done at the county level. District Health Offices are encouraged to coordinate the grant for their District. Implementation among the various counties within the district should be clearly articulated in the District application.

Certified Child Passenger Safety Technician(s)

Applicants must have a certified Child Passenger Safety (CPS) technician on staff or a letter of support indicating that a certified CPS technician within their community will conduct the educational classes and inspection station. Applicants are encouraged to collaborate with other organizations in their community that have certified CPS technicians available to check child safety seats after the educational classes and during inspection station hours. These collaborative partners could include individuals from community organizations such as health departments, law enforcement, EMS, fire departments, hospitals, and/or family / women's centers but may also include any other CPS technician currently certified by Safe Kids Worldwide.

The Georgia Traffic Injury Prevention Institute (GTIPI), also funded by the Governor's Office of Highway Safety (GOHS), regularly offers the CPS Technician Certification Class. If you would like a member of your staff or coalition to attend to enhance your ability to support this program, please go to GTIPI's website www.ridesafegeorgia.org or call GTIPI at 678-413-4281 or 1-800-342-9819 for more information about upcoming courses. For information on CPS Technician Certification Classes offered by other organizations that may be available in your area, go to <http://cert.safekids.org/> and click on "Find a Course."

Certification for CPS Technicians is valid for two years. CPS Technicians should refer to <http://cert.safekids.org/> for details about the recertification requirements and process. Briefly, CPS technicians must complete the following during the two-year cycle in order to recertify.

- Five (5) verified seat checks
- Community education (one two-hour check up event or four hours of community education)
- Six (6) CPS continuing education units (CEUs). Online and in-person courses are available to assist CPS Technicians in obtaining the required CEUs. More information can be found at www.ridesafegeorgia.org, www.cpsboard.org and <http://cert.safekids.org/>
- Register and pay recertification fee before current certification expiration date

APPLICATION AND GRANT GUIDELINES

The IPP is committed to helping CPS Technicians maintain their certification. If you need assistance with completing the recertification requirements or with logging your information into the Safe Kids Certification Management Web site, please contact the IPP at 404-657-0500.

PROGRAM REQUIREMENTS

Child Passenger Safety Educational Class (es)

Applicants must hold at least one educational class per month. The length of CPS education classes may vary; however, classes should be at least 30 minutes. Use of the standardized curriculum developed and distributed by the IPP is recommended. The IPP will provide lecture notes and an electronic copy of the curriculum on CD to all Mini-Grantees. A Spanish language version and the curriculum in transparency format are also available upon request (see Public Information and Education Tools Order Form).

- In conjunction with these educational classes, child safety seats should be distributed to financially eligible individuals who otherwise could not afford a seat.
- Participating agencies may not charge clients for child safety seats provided through this mini-grant program.
- Participating agencies may choose to charge a fee not to exceed ten dollars (\$10) for the class to cover internal costs. By generating program income, your organization may be subject to a program audit.
- Only a certified CPS technician can provide in-vehicle instruction on seat installation to a parent/caregiver following the educational class. When possible, child safety seats checked during or following the education class should receive a final check by another certified CPS technician.

Child Safety Seat Distribution

- Child safety seats received by health agencies through this taxpayer-funded program must go to parents or caregivers who otherwise could not afford a seat.
- Participating agencies must use a standard protocol for determining client eligibility, e.g., presentation of a WIC, Medicaid or PeachCare card, or other standard financial eligibility criteria used by the health agency, to determine whether a parent or guardian is eligible to receive a child safety seat.
- In support of the IPP's child safety seat program evaluation, staff must place a "You Don't Have to Bear It" Teddy Bear Sticker on each child safety seat received through this program before giving the child safety seat to an eligible parent or caregiver.

Teddy Bear Sticker (TBS) Program

We encourage participating agencies to work within their community to ensure that at least one local emergency response agency (i.e. law enforcement, EMS, or fire department) is participating in the Teddy Bear Sticker program.

By reporting when a child safety seat has been involved in a crash, you help the IPP document serious injuries prevented and children's lives saved as a result of this program. Collecting this data is essential to justify future funding for this program.



- Agencies can participate in the Teddy Bear Sticker Program by completing the Fax Back Form for each motor vehicle crash involving a stickered car seat or booster seat.
- Complete separate forms for each stickered seat and fax the form(s) back to IPP.
- Child safety seats with Teddy Bear Stickers are eligible for replacement through the TBS Program.
- The Injury Prevention Program also provides safety incentive items for all Fax Back Forms received. Safety incentive items include bike helmets, smoke alarms, carbon monoxide detectors, educational coloring books, safety brochures, buckle up stickers, and buckle up bears.

APPLICATION AND GRANT GUIDELINES

Child Safety Seat Inspection Station

Applicants are strongly encouraged to offer an inspection station at least one hour per month to instruct caregivers on child safety seat installation at their vehicle. If an agency is unable to offer a regularly scheduled inspection station, child safety seat inspections should be made available by appointment.

PROGRAM COMMUNICATION, REPORTING AND DOCUMENTATION

- An e-mail address for the CPS Coordinator must be provided. E-mail will be the main method of communication concerning grant activities.
- Each participating agency will be assigned a username and password to access the IPP's electronic grants management system. All participating organizations will use the electronic grants management system to submit brief monthly reports and requests for additional child safety seats. Monthly reports are due by the 5th of the month. Monthly reports document the number of child safety seats distributed, the number of classes held, inspection station hours, and any public information and educational materials disseminated. If the agency was unable to hold the mandatory monthly class, the reason for this should be documented in the monthly report. The monthly reports permit the IPP to provide additional resources and/or assistance based on communicated needs.
- The program clients and the certified CPS technician must complete a Child Passenger Safety Checklist for each seat that is checked (**See Attachment**). A copy of the completed form will remain on file at the health agency, and this information must be stored in accordance with HIPPA.
- The participating agency must also maintain records documenting each client's eligibility (i.e. WIC, PeachCare, Medicaid, etc.) and must store that information in accordance with HIPPA.
- The IPP develops quarterly press releases to increase awareness of life saving benefits of car seats, booster seats, and safety belts. These press releases are approved by GOHS and DCH Communications and are disseminated to the media statewide as well as all Mini-Grantees. We encourage each agency awarded the Mini-Grant to take part in these quarterly media campaigns and share the press releases with their local media contacts.

CPS MINI-GRANT AWARDS

Mini-Grant awards will be announced by January 14, 2011. Awardees will receive an initial supply of child safety seats within two to three weeks.

- **Maximum initial allotment is a total of 50 child safety seats.** Agencies supporting multiple counties may request more than 50 seats.
- The IPP may adjust the number of seats awarded based on the agency's reported inventory and/or the number of counties participating in the program.
- Each organization that receives seats as part of the Mini-Grant must confirm receipt of the seats by sending an e-mail to injury@dhr.state.ga.us that includes the quantity of each type of car seat and/or booster seat received.

Supplemental child safety seats can be requested as a participating agency distributes their initial supply of child safety seats.

- The agency must submit a Supplemental Seat Request via the IPP's electronic grants management system which indicates the number(s) and type(s) of additional seats requested. The request must be submitted by the 5th of the month in order to receive seats by the end of that month.
- The agency must be in compliance with the monthly reporting requirement (i.e. reports must be current and submitted in a timely manner) in order to request supplemental seats.
- **A maximum of 10 of each type of seat may be requested.** The agency should have no more than 10 of any type of seat(s) requested in inventory before placing an order for supplemental seats.
- The number of seats awarded will be determined through the agency's communication with IPP staff and through program monitoring.

APPLICATION AND GRANT GUIDELINES

APPLICATION SUBMISSION

Applications must be submitted to the Injury Prevention Program no later than 4:00 PM EST, Friday, November 12, 2010.

Mailing Address for Application Delivery

Attn: Audrey L. Stein
Injury Prevention Program
Georgia Department of Community Health
Division of Emergency Preparedness and Response
2 Peachtree Street, NW, 10.404
Atlanta, Georgia 30303-3159

ADDITIONAL SUBMISSION REQUIREMENTS FOR NEW GRANTEEES ONLY

Agencies that did not apply for or receive the 2010 CPS Mini-Grant must also complete the agreements included in Section V. These agreements are due upon notification of award. Carefully read, sign, and adhere to these agreements to assure timely execution of this Department of Community Health Grant.

- Statement of Ethics: Includes Signature Page
- Ethics in Procurement Policy: Includes (2) Signature Pages
- Business Associate Agreement (HIPAA): Includes Signature Page

If you need any assistance completing these agreements, please contact Audrey Stein at (404)657-2923.

INJURY PREVENTION PROGRAM CHILD OCCUPANT SAFETY MINI-GRANT APPLICATION CHECKLIST

Applicant Organization:

Organization Representative:

Address:

Address 2:

City:

State: GA

ZIP Code:

County(ies) covered by this application:

Phone:

Fax:

E-mail:

Applications are due on or before Friday, November 12, 2010. Your organization will receive a confirmation of receipt of application via e-mail. If you do not receive this confirmation, please contact the Injury Prevention Program to ensure that your organization's application has been received. Mini-Grant awards will be announced by January 14, 2010. The initial supply of child safety seats will be delivered within two to three weeks.

All Applicants

- Completed Mini-Grant Application with all required signatures
- Copies of each CPS technician's certification card
- Attached letters of support from other local agencies that will assist with or support the program (Preferred)
- Completed the Public Information and Educational Tools Order Form

Additional Submission Requirements for New Grantees Only

Upon Notification of Award, these agreements are due. Carefully read, sign, and adhere to these agreements to assure timely execution of this Department of Community Health Grant.

- Ethics Statement *with Signature Page*
- Ethics in Procurement Policy *with Acknowledgement and Signature Page(s)*
- Business Associate Agreement *with Signature Page*

FOR DCH USE: Date Received ___ / ___ / ___

INJURY PREVENTION PROGRAM'S CHILD PASSENGER SAFETY MINI-GRANT APPLICATION FORM

Instructions: Complete all sections of this application and submit to the Injury Prevention Program no later than 4:00 PM EST, Friday, November 12, 2010.

SECTION I. CONTACT INFORMATION

Date of Application:

Applicant Organization:

Type of Health Agency (check one): County Health Dept. EMS Agency Fire Dept. District Health Office

Address:

Address 2 (e.g. suite):

City:

State:

ZIP Code:

County(ies) covered by this application:

Organization Representative

Name:

Title/Position:

Phone:

Fax:

E-mail:

Child Passenger Safety Coordinator (If different from Organization Representative. The person who will receive all correspondence for the program and implement the information, regulations and program goals.)

Name:

Title/Position:

Phone:

Fax:

E-mail:

SECTION II. PROGRAM ELIGIBILITY

1. CERTIFIED CHILD PASSENGER SAFETY (CPS) TECHNICIAN

We have at least one certified CPS technician on staff in our agency.

How many certified CPS technicians are currently on staff at your agency? _____

We will use the services of a certified CPS technician(s) from a partner agency or program within our community.

How many certified CPS technicians from partner agencies are available to assist with your CPS program? _____

You MUST submit a copy of each certified CPS technician's card with your application. Copies of certification may be obtained by logging on to <http://cert.safekids.org/> and following these steps: Click on "Online Services/Log In". Then click "Click here for Certification Management – CPS Tech Log In". Enter the CPS technician's User Name and Password and under Action Items, click on "Click here for Your Wallet Card/Certificate (pdf)."

Name of Technician:

Certification Number:

Agency:

Expiration Date:

Name of Technician:

Certification Number:

Agency:

Expiration Date:

Name of Technician:

Certification Number:

Agency:

Expiration Date:

Name of Technician:

Certification Number:

Agency:

Expiration Date:

INJURY PREVENTION PROGRAM'S CHILD PASSENGER SAFETY MINI-GRANT APPLICATION FORM

2. CHILD PASSENGER SAFETY EDUCATION CLASS(ES)

Please estimate how often your organization will hold a child passenger safety education class (es) of at least 30 minutes per class.

- _____ times per Month Week
 One-on-one classes by appointment
 Other (please explain):

_____ # of attendees anticipated for each class (Note: At least one CPS technician per five car seats is recommended.)

3. CHILD SAFETY SEAT INSPECTION STATION (recommended)

Please estimate how often your agency will operate a child safety seat inspection station(s).

- We will have a regularly scheduled inspection station (e.g., 1-4pm every third Wednesday of the month)
Please specify _____
 We will have flexible inspection station hours in increments of at least one-hour, totaling _____ hours per month.
 We will offer child safety seat inspections by appointment
 Other (please explain):
 No inspection station (please explain):

SECTION III. LOCAL PROGRAM ADMINISTRATION AND COLLABORATION

1. Please indicate the criteria your agency will use to determine financial eligibility in order to ensure that the neediest clients receive child safety seats through this program.

Check all that apply:

- PeachCare eligible
 WIC eligible
 Medicaid eligible
 Other (please specify): _____

2. How will your agency reach high-risk populations? Please write one sentence explaining how your agency will refer parents to the child safety seat education course. Example: Our WIC coordinators will provide child safety seat course referrals.

3. How will your agency facilitate the child safety seat program? Please write a few sentences explaining how your agency will conduct the classes/inspection stations. (e.g.; Our health department will partner with the CPS technicians at the EMS to provide a 1-hour course with in-vehicle instruction after the classroom training.)

4. Participating agencies are encouraged to build a local coalition and collaborate with other community organizations interested in child passenger safety to support this program. Collaborative partners could include health departments, DFCS, law enforcement, EMS, fire departments, judicial systems, hospitals, family / women's centers, Head Start, or other local child advocacy centers. In addition, any other currently certified CPS technician could support the program.

Are letters of support attached to this application from other local agencies that will assist with or support the child safety seat program? Yes No

If yes, how many letters of support are attached? _____ (up to 3)

Note: Letters of support should indicate how the organization will assist with the program (i.e. provide referrals; provide certified CPSTs or other staff / volunteers to assist with classes and/or inspection stations; etc.). Agencies are strongly encouraged to include health departments, law enforcement, EMS, fire departments, DFCS and other local child advocacy centers in the collaborative effort.

INJURY PREVENTION PROGRAM'S CHILD PASSENGER SAFETY MINI-GRANT APPLICATION FORM

SECTION IV. PAST MINI-GRANT INFORMATION

1. Has your organization previously received this Mini-grant? Yes No

If yes, does your organization have any child safety seats remaining from previous years? Yes No

2. Please indicate the number and type of child safety seats your organization has remaining from previous years?

_____ Convertible Seats (Rear-facing and forward-facing)

_____ High Back Booster Seats

_____ Combination Seats (Forward-facing with harness and booster)

_____ No Back Booster Seats

3. Did your local emergency response agencies (i.e. law enforcement, EMS or fire departments) submit any Teddy Bear Sticker forms in the previous grant year? Yes No

If yes, please list the organization(s) that participated:

VII. CHILD SAFETY SEAT REQUEST

The initial grant award will be limited. **The maximum initial grant is a total of 50 child safety seats.** Agencies supporting multiple counties may request more than 50 seats.

1. What is your initial request for child safety seats? Please request even numbers of seats only.

_____ Convertible Seats (Rear-facing and forward-facing)

_____ High Back Booster Seats

_____ Combination Seats (Forward-facing with harness and booster)

_____ No Back Booster Seats

VIII. SHIPPING INFORMATION FOR RECEIVING CHILD SAFETY SEATS

Name:

Address (may not be a P.O. Box):

Address 2 (e.g. suite):

City:

State:

Zip Code:

Phone:

Fax:

E-mail:

IX. PROGRAM ADHERENCE AND DOCUMENTATION

I/we have read the document titled "Application and Grant Guidelines". I/we agree to adhere to the program guidelines and provide the appropriate documentation as outlined in the "Application and Grant Guidelines" in a timely manner. This documentation includes the required monthly report and the supplemental seat request form or Teddy Bear Sticker form, as needed. Additional documentation that will be completed and kept at the local health agency includes a child passenger safety checklist and waiver form for each seat checked/distributed and documentation on how each client met financial eligibility requirements to receive a child safety seat. This information must be stored in accordance with HIPPA.

I/we have obtained all of the necessary letters to support for this application and have demonstrated an ability to reach high-risk populations and facilitate an effective child passenger safety program.

The individual who is responsible for implementing this program at the health department/EMS and their supervisor must sign this application in order for the application to be considered.

SIGNATURE:

DATE:

SUPERVISOR SIGNATURE:

DATE:

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF EMERGENCY PREPAREDNESS AND RESPONSE
INJURY PREVENTION PROGRAM, CHILD PASSENGER SAFETY MINI-GRANT**

PUBLIC INFORMATION AND EDUCATIONAL TOOLS ORDER FORM

Fill out the form completely. Only order items you currently do not have.

SHIPPING INFORMATION			
Name:			
Shipping Address:			
Shipping Address 2:			
City:	State: GA	ZIP Code:	County:
Phone:		E-mail:	
REQUESTED ITEM	QUANTITY	CHECK BOX	
2011 Educational Curriculum Presentation (English) CD format* & Notes - NEW	1	<input checked="" type="checkbox"/>	
2011 Educational Curriculum Presentation (Spanish) CD format* & Notes - NEW	1	<input type="checkbox"/>	
2011 LATCH/Tether Manual (available March 2011) - NEW	1	<input checked="" type="checkbox"/>	
GTPI's 2011 CPS Training Schedule Brochure	1	<input checked="" type="checkbox"/>	
Sammy's Safety Coloring Books - English	25	<input type="checkbox"/>	
Sammy's Safety Coloring Books - Spanish	25	<input type="checkbox"/>	
GA CPS Law (English Only)	25	<input checked="" type="checkbox"/>	
"Why a Booster Seat?" Fact Card (English and Spanish)	100	<input checked="" type="checkbox"/>	
USAA "Installing Child Safety Seats" Booklet - NEW	25	<input type="checkbox"/>	
"Car Safety Seats - It's Safe It's the Law" Brochure - English	25	<input type="checkbox"/>	
"Car Safety Seats - It's Safe It's the Law" Brochure - Spanish	25	<input type="checkbox"/>	
2011 Fact Sheets (SafetyBeltSafe) (available March 2011)	1	<input type="checkbox"/>	
You Don't Have to Bear It - Teddy Bear Stickers (to be placed on each child restraint)	100 / roll	<input checked="" type="checkbox"/>	
Buckle Up or SPLAT Stickers	100 / roll	<input type="checkbox"/>	
Buckle Up on Every Ride Stickers	200 / roll	<input type="checkbox"/>	
Silver Permanent Marker (Used to mark CRs with agency name, Identification #s, and/or "Not for resale")	1	<input type="checkbox"/>	
Pre-cut Pool Noodles	12	<input type="checkbox"/>	
"Don't Risk Your Child's Life" DVD, Version 8 (English)	1	<input type="checkbox"/>	
"Don't Risk Your Child's Life" DVD, Version 8 (Spanish)	1	<input type="checkbox"/>	
Child Passenger Safety Checklist Forms (50 sheets - Padded) - NEW	1 set	<input checked="" type="checkbox"/>	
Children's Accessories - provide to families when appropriate	1 Pkg	<input type="checkbox"/>	
*The 2011 Educational Curriculum Presentation is available in transparency format upon request. Please specify English or Spanish in your request.			
FOR DCH USE ONLY: Date filled _____ / _____ / _____ MM DD YYYY			

ADDITIONAL SUBMISSION REQUIREMENTS FOR NEW GRANTEEES ONLY

Agencies that did not apply for or receive the 2010 CPS Mini-Grant must also complete the agreements included in this Section. These agreements are due upon notification of award. Carefully read, sign, and adhere to these agreements to assure timely execution of this Department of Community Health Grant.

- **Statement of Ethics: Includes Signature Page**
- **Ethics in Procurement Policy: Includes (2) Signature Pages**
 - You must complete and return **both** signature pages included with this policy.
 - A notary must complete the “attest” section of the signature page
 - The “Company FEI Number” is the Federal Employer Identification Number, the tax ID number for the applying agency.
 -
- **Business Associate Agreement (HIPAA): Includes Signature Page**
 - Please note that the blanks on this form for the effective date, etc. will be completed upon award of the Mini-Grant.

If you need any assistance completing these agreements, please contact Audrey Stein at (404)657-2923.

STATEMENT OF ETHICS

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.

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

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: Member of the Board of the Department of Community Health
 Member/employee of advisory committee or commission
 Department Employee
 Vendor/Contractor/Subcontractor/Grantee

Signature

Date

Print Name

Print Supervisor's Name

Division/Section

ETHICS IN PROCUREMENT POLICY

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.

D. Influence

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

ETHICS IN PROCUREMENT POLICY

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 that may also be designated as the Point of Contact as described below.

"Department" shall mean the Georgia Department of Community Health.

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

ETHICS IN PROCUREMENT POLICY

“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.

“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.

ETHICS IN PROCUREMENT POLICY

“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 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.

ETHICS IN PROCUREMENT POLICY

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
 - 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.

ETHICS IN PROCUREMENT POLICY

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.

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.

ETHICS IN PROCUREMENT POLICY

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 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.

ETHICS IN PROCUREMENT POLICY

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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF EMERGENCY PREPAREDNESS AND RESPONSE
INJURY PREVENTION PROGRAM, CHILD PASSENGER SAFETY MINI-GRANT

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 ACKNOWLEDGE AND AGREE THAT:

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

Company Name

Authorized Signature

Date

Print Name

*AFFIX CORPORATE SEAL HERE

ATTEST:

Signature

Date

Title

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF EMERGENCY PREPAREDNESS AND RESPONSE
INJURY PREVENTION PROGRAM, CHILD PASSENGER SAFETY MINI-GRANT

ETHICS IN PROCUREMENT POLICY SIGNATURE PAGE

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

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 "Contractor").

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, Contractor, under Contract No. _____ (hereinafter referred to as "Contract"), 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 Contractor (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, Contractor 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, Contractor 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 Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

BUSINESS ASSOCIATE AGREEMENT

- D. That its agents or subcontractors are subject to the same obligations that apply to Contractor under this Agreement and Contractor agrees to ensure that its agents 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 Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor 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.

BUSINESS ASSOCIATE AGREEMENT

4. **Unless otherwise required by Law, DCH agrees:**
- A. That it will notify Contractor 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 Contractor 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 Contractor's use or disclosure of PHI.
 - C. That it will notify Contractor 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 Contractor'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 Contractor, or created or received by Contractor 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 Contractor, DCH shall either:
 - 1. Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DCH;
 - 2. Immediately terminate this Agreement if Contractor 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, Contractor shall return or destroy all PHI received from DCH, or created or received by Contractor on behalf of DCH. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Neither Contractor nor its agents nor subcontractors shall retain copies of the PHI.

BUSINESS ASSOCIATE AGREEMENT

2. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall send DCH detailed written notice of the specific reasons why it believes such return or destruction not feasible 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, Contractor 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 Contract.

1. **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.
2. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Amendment, shall remain in full force and effect.

Individual's Name and Title

Company Name

Address

City

State

Zip code

Telephone Number

Fax Number

E-mail Address

Signature

Date