



# **Grant Opportunity**

## **Georgia Alternative Non-Emergency Services Provider's Grant**

**Point of Contact: Dana Greer**

**Georgia Department of Community Health**

**Office of Procurement Services and Grant Administration**

**2 Peachtree Street, NW - 35<sup>th</sup> Floor**

**Atlanta, GA 30303-3159**

**[DGREER@DCH.GA.GOV](mailto:DGREER@DCH.GA.GOV)**

**Release Date: July 8, 2008**

**Application Due Date:**

**September 12, 2008 by 4:00 p.m. EDT**

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## **Georgia Alternative Non -Emergency Services Provider's Grant**

### **Program Description and Requirements**

#### **Background**

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. DCH works to improve access to health care in rural and underserved areas and to reduce health status disparities. Rural and underserved Georgians are more likely to be under-insured or uninsured and have a greater incidence of health disparities.

The State of Georgia has made significant investments in health improvement objectives in recent years with the key focus being ensuring access to health care through the most efficient and appropriate health care delivery system.

#### **Purpose**

The Department of Community Health recognizes the tremendous value of collaboration in efforts to improve the health status of Georgia's rural underserved citizens.

It is our desire to offer the Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS), Center for Medicaid and State Operations' Establishment of Alternate Non-Emergency Services Providers Grant Program to facilitate the provision of non-emergency health care services.

These providers must provide clinically appropriate services for the diagnosis or treatment of a condition contemporaneously with the provision of the non-emergency services that would otherwise be provided in an emergency department of a hospital for the diagnosis or

treatment of the condition.

**Funding will support a minimum of four pilot programs.** Examples of Alternate Non-Emergency Services Providers include but not limited to Federally Qualified Health Centers, Rural Health Clinics, hospital outpatient departments, physician offices, and other health care clinics.

The programmatic intent is to utilize Alternate Non-Emergency Services Providers to reduce the burden of providing primary care in the emergency departments of underserved communities. The delivery of primary care in appropriate non-emergent settings results in greatly improved patient care, coordination, and most importantly improved patient outcomes, all while simultaneously controlling costs thus reducing the financial strain of hospitals and federal and state governments.

**NOTE:**

The federal grant announcement for the Alternate Non-Emergency Services Providers Grant, Funding Opportunity No. HHS-2008-CMS-ANESP-0005, CFDA 93.790 may be viewed at [www.grants.gov](http://www.grants.gov).

**Eligibility**

Applicants must:

- a) Be located in an underserved area where Medicaid recipients do not have regular access to primary care services.
- b) Be a general-purpose local government (municipalities and counties), local government authorities and joint or multi-county development authorities, non-profit 501(c) 3 organizations. Anticipated eligible applicants depending upon organizational structure include, but not limited to:
  - 1) Federally Qualified Health Centers
  - 2) Hospitals
  - 3) Rural Health Clinics
  - 4) Rural Health Networks
  - 5) Joint or multi-county development authorities
  - 6) Other community-based public health care providers
  - 7) Local Governments

**Special  
Conditions**

- Funds must be used for the sole purpose of the establishment of alternate non-emergency services providers as defined in section 1916A (e) (4) (B) of the Deficit Reduction Act of 2005.

The term alternative non-emergency services provider means, with respect to non-emergency services for the diagnosis or treatment of a condition, a health care provider, such a physician's office, health care clinic, community health center hospital, outpatient department, or similar health care provider that: can provide clinically appropriate services for the diagnosis or treatment of a condition contemporaneously with the provision of the non-emergency services that would be provided in an emergency department of a hospital for the diagnosis or treatment of a condition, and is participating in the program under this title.

- Grant recipients must comply with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit organizations.
- Alternative primary care sites must be operational by October 1, 2009.

**Total Funds  
Available**

\$1,500,000 April 15, 2008 – April 14, 2009  
\$1,000,000 April 15, 2009 – April 14, 2010

Grand Total \$2,500,000 for the 2 Year Project Period  
Maximum award per applicant is \$625,000

**Funding cycle**

Upon execution – April 14, 2009, with a one year renewal option through April 14, 2010 (dependent upon performance and funding availability).

**Funding  
Preference**

- 1) Preference will be given to applicants representing both rural and underserved areas where beneficiaries may not have regular access to providers of primary care services
- 2) Are in partnership with local community hospitals.
- 3) Health Professional Shortage Designated Area (HPSA) scoring

**Types of  
Projects  
Eligible for  
Funding**

Funding may be used to support, but not limited to:

- Clinical and Non-clinical staffing, salaries and fringe benefits
- Recruitment of health professionals
- Administrative overhead directly related to the provision of services
- Medical Equipment
- Office furniture and equipment
- Health Information Technology

**Program  
Requirements**

- 1) Must fulfill **ALL** Project Goals and Objectives listed in Appendix G
- 2) Demonstrate financial need
- 3) Provide clinically appropriate services for the diagnosis or treatment of a condition consistent with the provision of non-emergency services that would be provided in an emergency department of a hospital for the diagnosis or treatment of a condition.
- 4) Be in partnership with local community hospital(s)
- 5) Demonstrate sustainability beyond grant funding
- 6) Demonstrate need and the ability to alleviate need
- 7) Delivery of non-emergent service based on community need

**Deliverables**

- 1) Budget
- 2) Work Plan
- 3) Sustainability Plan
- 4) Evaluation Plan
- 5) Quarterly progress reports throughout the grant period and a final project report including documentation of number of patients served, financial statements, demonstrated return on investment and cost savings to emergency providers no later than 30 days following grant termination.
- 6) Submit monthly invoices and quarterly reports to DCH in accordance with the grant agreement for payment of services rendered.

**Application  
Submission  
Deadline**

**September 12, 2008, by 4:00PM**

**Submission of  
Questions**

Questions will be accepted up to ten (10) days prior to the grant closing date. Answers to questions will be posted on the Department of Community Health Website. Typically question responses will be posted within one week of submission and may be viewed at [www.dch.georgia.gov](http://www.dch.georgia.gov).

Questions must be submitted in writing via **e-mail** or **United States Postal Services to the following address:**

Dana Greer, Director of Procurement

Georgia Department of Community Health

Vendor and Grant Management, 35<sup>th</sup> Floor

Atlanta, GA 30303-3159

Email: [dgreer@dch.ga.gov](mailto:dgreer@dch.ga.gov)

## Georgia Alternative Non -Emergency Services Provider's Grant

### Application Submittal

An original, five (5) hard copies, and (2) CDs of the Grant Application **are due on September 12, 2008 by 4 p.m. to:**

#### Mailing Address:

Dana Greer, Director of Procurement  
Georgia Department of Community Health  
Vendor and Grants Management,  
2 Peachtree Street, NW, 35<sup>th</sup> Floor  
Atlanta, GA 30303-3159  
Tel: 404 651-7987  
Email: dgreer@dch.ga.gov

An underserved area is defined as county with a current designation based on HRSA's Health, Mental and Dental Professional Shortage Designations. A rural area is defined as a county with a population of less than 35,000 or so designated based on state or federal legislation. The links listed below provide additional information regarding Georgia's poverty guidelines, uninsured and underinsured counties, and additional socio-economic information regarding counties within Georgia. Maps illustrating the shortage may be viewed at the link below:

Shortage Designation Maps via DCH, State Office of Rural Health website:

[http://dch.georgia.gov/00/channel\\_title/0,2094,31446711\\_46670788,00.html](http://dch.georgia.gov/00/channel_title/0,2094,31446711_46670788,00.html)

2006 Poverty Guidelines may be viewed at:

<http://aspe.hhs.gov/poverty/index.shtml>

Georgia's underinsured counties may be viewed at:

<http://www2.gsu.edu/~wwwghp/coveragepublications.htm>

Additional socio-economic information may be viewed at:

<http://quickfacts.census.gov/qfd/>

## **Application Format**

Please follow the outline provided in the “application content” section. Sections should be tab divided with labels for easy recognition. Page format preference includes: 1 inch margins, page numbers, and name of applicant on each narrative page (not necessary on form pages or supporting documents.)

## **Application Content**

The following outline and instructions should be used to prepare the grant application. Applications must be typewritten and follow the order and format provided below. Submit a concise application narrative describing your project.

### **I. Required Forms** (Appendices A, B, C, D, E, F, G)

- A.** Grant Application Form
- B.** Ethics Statement
- C.** Ethics in Procurement Policy
- D.** Business Associate Agreement
- E.** Grant Budget
- F.** Biographical Sketch
- G.** Project Goals and Objectives

### **II. Organization Information** -not to exceed 3 typewritten pages

Explain the partnerships and respective roles of the health care delivery system as well as their contributions. Member descriptions should also clearly articulate their respective roles in the health care delivery system.)

#### **A. Eligibility Status**

Explain how the lead applicant fulfills the eligibility requirements.

#### **B. Background Information**

1. Brief summary of the development work to date. Summary may be limited depending on organization and structure.
2. Brief summary of the **applicant’s mission and goals.**
3. Brief description of partners and collaboration of the program.

4. Brief summary of the relationship with the Emergency Service Provider(s) and complimentary providers.

Note: Provide copies of the written formal agreements or letters of commitment as attachments. These documents are not included in the page limits.

### III. Project Description (not to exceed 10 typewritten pages)

**A. Problem Statement** – provide a statement illustrating non-emergent Emergency Department utilization, community demographics, health disparities and any other relevant data to illustrate the need (i.e.: Health Professional Shortage, Medically Underserved Areas/Populations) for the development of alternative emergency services providers within the area(s).

**B. Type of Project** – declare type of project and provide a description of how it will fulfill ALL project goals and objectives listed in Appendix G.

#### **NOTE:**

Funding will support a minimum of four pilot programs. Examples of Alternate Non-Emergency Services Providers include but not limited to Federally Qualified Health Centers, Rural Health Clinics, hospital outpatient departments, physician offices, and other health care clinics.

The programmatic intent is to utilize Alternate Non-Emergency Services Providers to reduce the burden of providing primary care in the emergency departments of rural and underserved communities. The delivery of primary care in appropriate, non-emergent settings results in greatly improved patient care, coordination, and most importantly improved patient outcomes, all while simultaneously controlling costs reducing the financial strain of hospitals, federal and state governments.

The federal grant announcement for the Alternate Non-Emergency Services Providers Grant, Funding Opportunity No. HHS-2008-CMS-ANESP-0005, CFDA 93.790 may be viewed at [www.grants.gov](http://www.grants.gov).

Funding may be used to support, but not limited to:

- Clinical and Non-clinical staffing, salaries and fringe benefits
- Recruitment of health professionals
- Administrative overhead directly related to the provision of services
- Medical Equipment
- Office furniture and equipment

- Health Information Technology

**C. Project Objectives** – provide statements of the short and intermediate term. Objectives must be tangible, measurable and achievable as they relate to the grant project. The Objectives MUST:

- 1) Estimate the impact to beneficiaries. It must describe the projected number of individuals who will be directly affected by the project.
- 2) Describe the magnitude of the impact to Medicaid by describing the size and scope of the project in terms of impacting the current Emergency Room use of Medicaid recipients.
- 3) Demonstrate sustainability after grant funds are exhausted.

**D. Project Work Plan or Methods** – provide detailed description of how the goals and objectives will be reached through clearly defined strategies or activities. The Project Work Plan MUST demonstrate readiness to implement and MUST be operational within eighteen (18) months of the DCH federal award.

**E. Timeline** – provide a timeline for the grant period under which activities and objectives will be accomplished. The timeline must demonstrate the ability to be operational within eighteen (18) months of the DCH federal award. The timeline must identify specific milestones and implementation dates. The timeline milestones must be provided in the quarterly reports illustrating the current status.

**F. Evaluation** – describe process for documenting results of this project. The Evaluation Plan MUST clearly illustrate the following:

- 1) reduction of non-emergent Emergency Department utilization
- 2) financial impact on the Emergency Department and Hospital benefiting
- 3) return on investment
- 4) financial sustainability of the site

The Evaluation Plan with benchmark data is due with the original grant submission and the completed grant evaluation must be finalized within thirty (30) days of the grant termination and no later than September 30, 2009.

**G. Staff Qualifications** – briefly describe qualifications of key staff who will be involved in the project. Attach the enclosed Biographical Sketch form **or** *brief* resumes as supporting documentation. (Appendix F, pages do not count toward page limit)

**H. Project Collaboration** – describe collaboration the project(s) includes with existing healthcare providers or other private and public organizations; discuss any efficiencies and effectiveness you expect from collaboration.

**I. Project/Outcome Sustainability** – describe how this effort will be continued when the funds associated with this grant award are fully expended.

**IV. Budget and Justification** (not to exceed 3 typewritten pages)

**A. Budget Form** (Appendix E) - Categorize your proposed expenses on the budget form provided. Please identify all sources of funding (cash or in-kind) in addition to funding requested under this grant for each budget category.

**B. Budget Justification** - For each of the cost items on the budget form for which grant funds are requested, provide a rationale and details relative to how the budgeted cost items were calculated. This concise narrative should be labeled “Budget Justification” and be attached to the budget form.

1. **Contracted Services** – For each contract, provide the name of the contractor, components or services to be provided by the contractor, and cost per service, client or unit. If a subcontractor has been chosen, please include background information about that subcontractor including how the subcontractor’s previous experience relates to the project.
2. **Other** – Whenever possible, include proposed expenditures in specific categories. If it is necessary to include expenditures in this general category, include a detailed description of the activities as it relates to the project. If possible, include a separate line item budget and budget narrative.
3. The Department of Community Health (DCH) takes great pride in its ability to make grant awards to those who satisfy award requirements. Among those requirements is the limitation upon the application of indirect costs to the funding associated with the grants awarded by DCH. With limited exceptions, the current cap is set at up to and no more than \*10%; although, applications requesting no indirect costs are strongly encouraged.

It is DCH’s intent to provide grant dollars for the purposes expressed in the grant applications and that the greatest portion of those dollars should be applied directly to the services associated with the purpose of the grant. This serves as the basis for the indirect cost limitation of 10%.

For your information, listed below are DCH’s definition of indirect costs and a list of categories and examples of indirect costs. As noted above,

limited exceptions to the 10% indirect cost limitations may be considered.

Exceptions for consideration may be submitted based on the following table.

<b>Length of time in operation</b>	<b>Maximum percentage of indirect costs allowed for consideration</b>
Start-up through first year in operation	50%
Second years in operation	40%
Three years in operation	30%
Four years in operation	20%
Five or more years in operation	10%

For the purpose of clarification, please note that length of time in operation pertains to the entity requesting funding, not the length of a time a specific program has been in operation. For example, ABC Nonprofit has been in existence for fifty years. ABC submits an application for a new program to be implemented in 2007. Based on DCH's policies relating to indirect costs, ABC Nonprofit's application will not be considered if the application contains a request for more than 10% indirect costs.

It should be noted that while DCH will consider applications containing indirect costs based on the chart above; it is under no obligation to approve all or any indirect costs associated with any application.

\* On a "case-by-case" basis indirect costs which exceed the limits indicated above may be considered. For special consideration, a written request should be submitted to:

Dana Greer, Director of Procurement  
Department of Community Health  
Grants and Contracts  
2 Peachtree Street, NW, 35<sup>th</sup> Floor  
Atlanta, Georgia 30303

**Indirect costs** are those costs that cannot be directly identified with a specific, single, final cost objective. The two most commonly used general classifications for indirect costs are “overhead” and “general and administrative costs”. Below are categories and examples of indirect costs.

### **Financial**

- Bookkeeping and accounting
- Annual independent audit
- Bank charges
- Grants administration

### **Occupancy**

- Facilities lease or mortgage
- Utilities
- Maintenance and sanitation (janitorial, grounds, trash removal)
- Security
- Capital improvements

### **Administration**

- Executive staff
- Clerical and support staff
- Personnel administration (executive search, benefits programs, staff orientation, retreats, employee recognition)
- Insurance
- Office equipment (copiers, fax machines, etc.)
- Office furnishings
- Telephone system and reception function
- Technology (computers, information management)
- Office supplies
- Internal agency communication and coordination

### **Resource Development and Marketing**

- Development staff
- Fundraising expenses
- Donor acknowledgment and reports for funders
- Marketing and community outreach
- Website design and management
- Annual report and agency newsletters

### **Governance**

- Strategic planning
- Board governance and development
- Legal counsel

### **Program Quality Control**

- Licenses, permits, accreditation process
- Professional development and staff training
- Membership fees, subscriptions and professional conferences
- Evaluation

## Application Evaluation

The grant application will be evaluated according to the following assessment criteria:

- ✓ The thoroughness of the application
- ✓ The application is complete, clear and concise
- ✓ The application follows the prescribed format
- ✓ Diversity and integration of the health care delivery system
- ✓ The need for the project is well supported. Evidence provided
- ✓ There is a clear relationship between the identified problem and the goals, objectives and methods
- ✓ The project objectives improve the health services for the targeted population
- ✓ The ability to complete the project successfully
- ✓ The application includes a work plan with specific activities to accomplish project goals
- ✓ The work plan includes a reasonable timeline in which the project activities will be accomplished
- ✓ The applicant has provided a process for documenting and evaluating results of the grant as described
- ✓ The applicant identifies key staff who are to carry out the project objectives
- ✓ The applicant shows evidence of collaboration with other community clinics, hospital, healthcare providers, or community organizations
- ✓ The applicant's budget and budget justification clearly relates to the grant project, objectives and activities
- ✓ The project associated with this grant is sustainable beyond the funding period of this grant

The Georgia Department of Community Health Commissioner may elect not to award any of the grant applications if they fail to meet criteria or lack merit. Decisions made by the Georgia Department of Community Health regarding an application are final.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH  
GRANT APPLICATION FORM  
CMS ER Diversion Grant**

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**1. Applicant Organization** (with which grant contract is to be executed)

Legal Name \_\_\_\_\_

dba \_\_\_\_\_

Address (cannot be a p.o. box)

\_\_\_\_\_

Phone ( \_\_\_\_\_ )

\_\_\_\_\_ Email \_\_\_\_\_

Federal ID Number \_\_\_\_\_ State Tax Id  
Number \_\_\_\_\_

**2. Director of Applicant  
Organization** \_\_\_\_\_

**3. Fiscal Management Officer of Applicant Organization**

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Fiscal Year begins \_\_\_\_\_ Fiscal Year ends \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Email \_\_\_\_\_

**4. Operating Organization (if different from number 1)**

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

**5. Contact Person for Operating Organization (if different from number 2)**

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

**6. Contact Person for Further Information on Application (if different from number 5)**

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**7. Amount Requested** \_\_\_\_\_

**8. Type of Organization (check all that applies):**

Hospital \_\_\_\_\_ Clinic \_\_\_\_\_ Physician \_\_\_\_\_ Primary Care Provider \_\_\_\_\_

Governmental Entity \_\_\_\_\_ Nonprofit \_\_\_\_\_ Faith Community \_\_\_\_\_

Consortia of these \_\_\_\_\_

**9. I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant organization.**

Signature	Title	Date
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## DCH 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.

## **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.

## ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge that:

- A. I have received, read, and understand the Georgia Department of Community Health Statement of Ethics;
  
- B. I agree to comply with each provision of the Georgia Department of Community Health Statement of Ethics;
  
- C. 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

**Georgia Department of Community Health**

**DCH ETHICS IN PROCUREMENT POLICY**

<b>DCH Ethics In Procurement Policy</b>	<b>Policy No. 402</b>
<b>Effective Date:</b> April 10 , 2006	
<b>Release Date:</b> April 5, 2006	<b>Page 1 of 8</b>

**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.

**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.

“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 a 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 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
- 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.

### 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 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.

**ACKNOWLEDGEMENT**

I, the undersigned, hereby acknowledge 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
- Subcontractor
- Vendor

**COMPANY NAME**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
AFFIX CORPORATE SEAL HERE  
(Corporations without a seal, attach a  
Certificate of Corporate Resolution)

ATTEST: \_\_\_\_\_

Signature Date

\_\_\_\_\_  
Title

\* Must be President, Vice President, CEO or Other Authorized Officer

\*\*Must be Corporate Secretary

**SIGNATURE PAGE**

Individual's Name: (typed or printed): \_\_\_\_\_

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Company or Agency Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company FEI Number: \_\_\_\_\_

## 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.
- 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.

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.
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.

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 Contract and any amendment thereto, not amended by this Amendment, shall remain in full force and effect.

*Signatures on following page*

## BUSINESS ASSOCIATE AGREEMENT

### SIGNATURE PAGE

Individual's Name: (typed or printed): \_\_\_\_\_

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Company or Agency Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\* Must be President, Vice President, CEO or other authorized officer

\*\*Must be Corporate Secretary

**APPENDIX E**

**Georgia Department of Community Health  
State Office of Rural Health  
CMS ER Diversion Grant  
Project Budget**

<b>Categories</b>	<b>Grant Funds Requested</b>	<b>Non-grant funds contributed</b>	<b>Total</b>	<b>Year 1 (1 month)</b>	<b>Year 2</b>	<b>Year 3</b>
Personnel:						

Administrative Salaries and Fringe						
Allied Health Salaries and Fringe						
Interpreter or other direct client services salaries						
Interpreter or other direct client services salaries						
<b>Personnel Total</b>						
Office Operations						
Equipment						
Consultants/ Subcontractors						
Space Rental						
Other						
<b>TOTAL</b>						

**Note:**

A budget narrative that explains each line item must accompany the budget. Sub-contractors must be identified. If contractors have not yet been identified explain the selection process. Please identify all sources of funding (cash or in-kind) in addition to state funding requested under this grant and include a description in the budget narrative.

No portion of any state grant funds may be used for any expenditure made prior to the date a grant agreement is completed.



**Georgia Department of Community Health**

**State Office of Rural Health**

***Attach Resumes/CVs or Biographical Sketches***

**ER Diversion Grant Project Goals and Outcomes:**

**(Excerpt from original CMS grant application as submitted for funding)**

The unifying goal of the Georgia Alternative Non-Emergency Services Project is to provide “the Right Care at the Right Time in the Right Place.” To align the project with Georgia’s Guiding Principle Goal the project objectives are as follows:

- Objective I            To identify and select the hospitals that have co-located or offsite primary care practices/sites that will serve as points of care for patients presenting to emergency departments for non-emergent services or that will establish a new primary care site (see Appendix B, draft RFGA)
- Object II              To work with selected hospitals to determine the most appropriated “hours of services,” and “staffing mix” for the primary care access points (a careful study of emergency room use patterns will serve as a starting point)
- Objective III         To train staff and providers in participating emergency departments and primary care access points in appropriate “triage” to determine those patients that can be better and more efficiently served in primary care access points
- Objective IV         To establish separate entities to avoid commingling conflicts of the project sites. Careful attention will be given to the rules and

regulations governing options to refer patients to primary care access points; the Georgia Hospital Association, the Georgia Rural Health Association, and Georgia Critical Access Hospital Program, Georgia Association for Primary Health Care and the Georgia Care Management Organizations will work with the Georgia Department of Community Health, Division of Medical Assistance to identify regulatory guidelines for the proposed program

Objective V To establish an evaluation team that will track project successes and identify project challenges and assist project participants in addressing/overcoming challenges

Objective VI To incorporate and support the three principal goals of the Georgia Care Management Organizations (improve health care status of member population, lower cost through appropriate utilization, and establish accountability for access and quality) into the proposed project

Objective VII To provide a medical home for Georgians through a system of care that improves health outcomes, reduces health disparities, and improves the overall health status throughout Georgia

Objective VIII To provide successful models demonstrating the provision of a health care system that provides access to primary, emergency and acute care points access points that are appropriate and accessible

to the consumer that can be replicated throughout Georgia and the nation

The focus of the proposed project is on models of care rather than on geographic distribution. Georgia has 159 counties. Several Georgia counties are large metropolitan areas with multiple private and not-for-profit hospitals partnered with highly acclaimed medical schools and allied health programs. Of Georgia's 110 rural counties 43 have no hospital; the remaining are served by the 32 small community hospitals and 35 served by Critical Access Hospitals. The existing studies and literature make clear that the strongest, most likely to succeed models are either co-located or in close proximity to offsite primary care access points. In the co-located model a primary care practice/clinic is physically located in a hospital close to the emergency room. In an offsite model, patients can be immediately diverted to a primary care access point that is located in close proximity to a hospital emergency room with transportation provided to the offsite location, if needed. Each model offers patients appropriate access to a primary care services with qualified providers and education about the importance of a medical home.

The Georgia Department of Community Health, particularly the Division of Medical Assistance and partners throughout the state (including but not limited to the State Office of Rural Health, Georgia Hospital Association and the Georgia Association for Primary Health Care) will work to identify existing successful models of hospital/primary care partnerships/relations where alternative non-emergency services would most likely flourish. The Division of Medical Assistance, participating hospitals and primary care access points and the Georgia Care Management Organizations and

other partners will analyze the benefits to the Georgia Medicaid Program, primary care providers, hospitals, and those receiving care.

**Estimate of Impact to Beneficiaries:**

The Georgia Department of Community Health, Division of Medical Assistance envisions a project that builds on the current Medicaid program of Care Management. Whether the selected project site models include a co-located or offsite primary care option, the users/patients are given appropriate access to a primary care provider and, perhaps most importantly, educated about the importance of having a medical home. The beneficiaries of the proposed project are many and include the Division of Medical Assistance (Medicaid), the Care Management Organizations (CMO's), the participating hospitals and ultimately and most importantly Georgia's Medicaid recipients and Georgia's large and growing uninsured population.

The introduction of Medicaid Care Management Organizations (CMO's), throughout Georgia in late 2006, has already effected non-urgent emergency room use and reduced costs to the Medicaid system. As indicated earlier the CMO organizations indicate a decrease in emergency room use and an increase in primary care access. The proposed project, in concert with ongoing efforts will establish models that can be modified and adopted throughout the state adding to a decrease in non-urgent emergency room use and the establishment of medical homes.