



GEORGIA DEPARTMENT OF  
COMMUNITY HEALTH

**EMS VEHICLE EQUIPMENT REPLACEMENT GRANTS PROGRAM  
DEPARTMENT OF COMMUNITY HEALTH GRANT FUNDING IS SUBJECT TO AVAILABILITY  
AND IS AWARDED AT THE DISCRETION OF THE DEPARTMENT COMMISSIONER**

**RELEASE DATE: MONDAY, MARCH 29, 2010  
CLOSING DATE: FRIDAY, APRIL 16, 2010, 1:00 PM EST**

**POINT OF CONTACT: TIFFINEY WARD, ISSUING OFFICER  
GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
OFFICE OF PROCUREMENT AND GRANTS ADMINISTRATION  
2 PEACHTREE STREET, NW, 35TH FLOOR  
ATLANTA, GEORGIA 30303-3159  
[tiward@dch.ga.gov](mailto:tiward@dch.ga.gov)**

GEORGIA DEPARTMENT OF COMMUNITY HEALTH,  
EMS VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

**TABLE OF CONTENTS**

SECTION		Page
	<b>BACKGROUND: Purpose and Program Overview, Eligibility and Funding Preference, Match and Cost Sharing</b> ..... .....	ii
	<b>SPECIAL REQUIREMENTS: Deliverables and Application Submission.....</b>	iii
I.	<b>SUBMISSION GUIDELINES: Submission Format and Required Content .....</b>	1
II.	<b>REQUIRED CONTENT: Appendices, Other Content and Supplemental Information.....</b>	2 - 4
III.	<b>APPLICATION REVIEW AND EVALUATION CRITERIA</b>	5
<b>APPENDIX A.</b>	<b>GRANT APPLICATION FORM</b>	
<b>APPENDIX B.</b>	<b>ETHICS STATEMENT: Includes Signature Page</b> Carefully read, sign, and adhere to Appendix D, the DCH Ethics Statements prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.	
<b>APPENDIX C.</b>	<b>ETHICS IN PROCUREMENT POLICY: Includes (2) Signature Pages</b> Carefully read, sign, and adhere to Appendix E, the DCH Ethics in Procurement Policy prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.	
<b>APPENDIX D.</b>	<b>BUSINESS ASSOCIATE AGREEMENT: Includes Signature Page</b>	
<b>APPENDIX E.</b>	<b>MILEAGE CHART</b>	
<b>APPENDIX F.</b>	<b>VEHICLE AGE CHART</b>	
<b>APPENDIX G.</b>	<b>POPULATION DENSITY CHART</b>	
<b>APPENDIX H.</b>	<b>DISTANCE CHART</b>	
<b>APPENDIX I.</b>	<b>COUNTY HOSPITAL BED CHART</b>	
<b>APPENDIX J.</b>	<b>SCORE CALCULATOR</b>	

<p><b>Background</b></p>	<p>The Georgia Department of Community Health (DCH) was created in 1999 by Senate Bill 241 and has the responsibility for insuring over two million people in the State of Georgia, maximizing the State’s health care purchasing power, coordinating health planning for State agencies and proposing cost-effective solutions for reducing the number of uninsured.</p> <p>The Georgia Trauma Care Network Commission (GTCNC) was created in 2007, by the Georgia Legislature through Senate Bill 60. The Trauma Commission is attached to the Department of Community Health for administrative purposes only, as prescribed in Code Section 50-4-3. The GTCNC was established to create a trauma system for the State of Georgia and to act as the accountability mechanism for distribution of trauma system funds appropriated each fiscal year by the legislature.</p>
<p><b>Purpose</b></p>	<p>The primary purpose for the Georgia Trauma Care Network Commission, EMS Vehicle Equipment Replacement Grant Program is to support the strategic purchase of a qualifying replacement EMS vehicle and eligible equipment in Georgia.</p>
<p><b>Program Overview</b></p>	<p>Under this funding opportunity, applicants are required to purchase EMS Vehicles or equipment that are new manufactured or a “remount” from a reputable dealer.</p> <p>GTCNC reserves the right not to fund any EMS Vehicle Equipment Replacement if, in the opinion of GTCNC, said organization does not demonstrate need based on the criteria stated in this grant application. Awards will result in a contract between individual hospitals and the Georgia Department of Community Health.</p> <p>Applicant Organizations <u>MUST</u>:</p> <ol style="list-style-type: none"> <li>1. Provide a copy of applying agency’s most recent GA EMS form 1000 Schedule B indicating qualifying replacement ambulance registration as of 01 January 2010. The form must be type written or legible.  <a href="http://ems.ga.gov/programs/ems/emsdocs/FORM%20L-03%20GA%20EMS%201000%20Application%20v22706.doc">http://ems.ga.gov/programs/ems/emsdocs/FORM%20L-03%20GA%20EMS%201000%20Application%20v22706.doc</a> </li> <li>2. Provide a notarized affidavit on applying agency letterhead that affirms to the following: <ul style="list-style-type: none"> <li>▪ Agree that this equipment will be maintained in good working order for a period of no less than 5 years.</li> <li>▪ Agree that if this equipment is disposed of or otherwise discontinued a replacement plan will be implemented that</li> </ul> </li> </ol>

	<p>is approved by Georgia Trauma Care Network Commission.</p> <ul style="list-style-type: none"> <li>▪ Agree to utilize this equipment within the 911 zone described in the application for the grant.</li> <li>▪ Agree that if the equipment is sold Georgia Trauma Care Network Commission will approve the disposal before the disposal is effected.</li> <li>▪ Agree that this equipment will not be used as collateral for a loan beyond the amount of local contribution.</li> <li>▪ Agree that this equipment will remain titled to the original grantee unless permission is obtained from the Georgia Trauma Care Network Commission to reallocate this equipment to another 911 providers.</li> <li>▪ Agree that these grant monies will not be used to supplant, decrease or reallocate the existing budgeted monies to the local 911 EMS Response system.</li> <li>▪ Agree to insure the unit for appropriate replacement/repair costs and agree to use funds received from any insurance settlement to either replace or repair the unit.</li> <li>▪ The agency receiving this unit agrees to participate in Georgia Trauma Care Network Commission-sponsored programs or initiatives in trauma system development, and to provide all data to the Trauma Commission as requested in this program.</li> <li>▪ Applying agency did bill for services in a manner consistent with CMS regulations and at a level at least equivalent to the current Medicare rates as of 31 December 2009.</li> </ul>
<p><b>Eligibility</b></p>	<p>Any agency or organization may submit up to three (3) EMS Vehicle Equipment Replacement Grant applications. No applying organization will receive more than three (3) EMS Vehicle Equipment Replacement Grants. Organizations receiving an EMS Vehicle Equipment Replacement Grant award in fiscal year 2009 may apply; however, those applications will have total scores reduced by 20% before consideration.</p> <p>EMS Vehicles and equipment purchased after January 1, 2010 in anticipation of the EMS Vehicle Equipment Replacement Grant may qualify for this program.</p> <p>Eligible replacement equipment for this grant includes: the vehicle, an ambulance stretcher, and compatible radio communications equipment. Grantees are not required to purchase the additional equipment but can do so as part of the EMS Vehicle Equipment Replacement Grant.</p>

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, **EMS** VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

<b>Funding Preference</b>	<p>Grants will be awarded based upon a competitive application process using the identified scoring criteria and as approved by the Georgia Trauma Commission. The Commission will determine the actual number of grants awarded and the amount of each grant.</p> <p>The Georgia Trauma Commission reserves the right not to fund any new state designated trauma center if, in the opinion of the Trauma Commission, said trauma center does not demonstrate need based on the criteria listed above.</p>
<b>Total Award Amount</b>	2,125,000.00
<b>Award Ceiling</b>	TBD
<b>Anticipated Awards</b>	The Commission will determine the actual number of grants awarded. Funding amounts are at the discretion of the Georgia Trauma Commission.
<b>Funding Cycle</b>	Upon award (anticipated July 1, 2010) – June 30, 2011 (Subject to budget approval)
<b>Deliverables</b>	<p>Grantee deliverables are specific to the GTCNC EMS Vehicle Equipment Replacement Grant Program and are developed in accordance with the proposal narrative. Deliverables include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Submit invoices in accordance with reimbursement payment terms to include copies of receipts and expense reports, and any other documentation to GTCNC for validation according to the grant agreement for payment.</li> <li>▪ Provide a disposition report and supporting documentation for how the old vehicle and/or equipment have been disposed.</li> <li>▪ Provide evidence of Return on Investment (ROI) through but not limited to a three (3) year strategic plan which evaluates and details the programs community impact, efficiency, and identifies a plan for stability.</li> </ul>
<b>Deadline for Submission of Questions</b>	<p>Monday, April 5, 2010, 1:00 PM EST</p> <p>Response to questions will be posted within five business days from closing date.</p>
<b>Deadline for Submission</b>	<b>APPLICATIONS MUST BE RECEIVED 1:00PM EST, FRIDAY, APRIL 16, 2010</b>

**SUBMISSION GUIDELINES**

**APPLICATION SUBMISSION**

Submission requires electronic remittance of the Grant Application. Applications may be delivered via email to [tiward@dch.ga.gov](mailto:tiward@dch.ga.gov). All original signatures, affidavits, etc. should be sent via USPS mail. **COMPLETED APPLICATIONS MUST BE RECEIVED BY 1:00 P.M. EST, FRIDAY, APRIL 16, 2010.** If the application is incomplete or non-responsive to submission requirements, it will not be entered into the review process.

Timely and complete submissions are the responsibility of the applicant(s). The Department of Community Health welcomes completed submissions prior to the 1:00 p.m. EST, Friday , April 16, 2010 closing date however all submissions are final. **ALL LATE APPLICATIONS WILL BE CONSIDERED NON-RESPONSIVE TO SUBMISSION REQUIREMENTS.**

**Address for Application Delivery**

Tiffiney Ward, Issuing Officer  
Georgia Department of Community Health  
Office of Procurement and Grants Administration  
2 Peachtree Street, NW, 35th Floor  
Atlanta, Georgia 30303-3159  
**E-mail:** [tiward@dch.ga.gov](mailto:tiward@dch.ga.gov)

## APPLICATION REVIEW AND EVALUATION CRITERIA

1. **APPENDICES:** All appendices are required. Some appendices include a Signature Page(s) carefully read, sign, and adhere to these forms prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process. Included Appendices are as follows:

- A. Grant Application Form
- B. Ethics Statement (*Signature Page must be submitted*)
- C. Ethics in Procurement Policy (*Signature Pages must be submitted*)
- D. Business Associate Agreement (*Signature Page must be submitted*)
- E. Mileage Chart
- F. Vehicle Age Chart
- G. Population Density Chart
- H. Distance Chart
- I. County Hospital Beds Chart
- J. Score Calculator

### II. OTHER CONTENT

Although not required an applicant should to submit the following:

- A brief background of the applicant organization – include the organizational history, purpose, and previous experience.
- Letters of support or endorsement for the applicant.

### III. SUPPLEMENTAL INFORMATION

**Point of Contact:** Tiffiney Ward, Issuing Officer  
Georgia Department of Community Health  
Office of Procurement and Grants Administration  
2 Peachtree Street, NW 35<sup>th</sup> Floor  
Atlanta, Georgia 30303 – 3159  
E-mail: [tiward@dch.ga.gov](mailto:tiward@dch.ga.gov) Phone: (404) 463-5524

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

### APPLICATION REVIEW

Programs must be specific to the EMS Vehicle Replacement Grant and outcomes must be measurable in alignment with the relevant goals, objectives or performance

## APPLICATION REVIEW AND EVALUATION CRITERIA

measures listed in the EMS Vehicle Replacement Grant Announcement. Applications will be reviewed for thoroughness as well as their adherence to the prescribed submission format. The following components are required for Application Review

- Application
- Score Calculator
- All required Appendices

### **EVALUATION CRITERIA**

Upon successful completion of Application Review an evaluation committee will convene to evaluate the merits of each proposal. Grants Application spreadsheet is a Microsoft Excel file. Each applying agency must complete the spreadsheet and “save as” the using agency’s name and ambulance identifying information in the file name. The file must be submitted on CD. A separate Excel spreadsheet is required for each EMS Vehicle Equipment Replacement Grant application submitted. Ensure that the file names reflect multiple applications if appropriate. The proposal will be evaluated based upon the following proposal elements:

**Population Density Points Definition:** “Population density” refers to the number of people per square mile in the predominant county of the 911 zone in which the agency is based. **Reference:** Appendix J, list of population densities by county provided by Georgia Emergency Management Agency.

**Scoring:** A county of 25 persons/square mile or fewer receives the maximum of 60 points in this category. Score decreases as population density increases. Zero points are awarded in a county of 1000 persons/square mile or greater.

**Distance Points Definition:** “Distance” refers to the distance in miles between the closest Level I or II trauma center and the furthest point within the 911 zone. **Reference:** Agency response in last section of Appendix K. MapQuest <[www.mapquest.com](http://www.mapquest.com)> will be used to determine precise distance between street address of trauma center and street address of furthest point within 911 zone.

**Scoring:** An agency of “distance” 24 miles or fewer receives zero points in this category. One point is awarded for distance of 25 miles. Score increases as distance increases. A maximum of 35 points is awarded at a distance of 100 miles.

**Hospital Bed Number Points Definition:** “Hospital bed number” refers to the number of hospital beds in the predominant county of the 911 zone in which the agency is based. **Reference:** Appendix L, list of number of hospital beds by county provided by Georgia Hospital Association. Note that the number will exclude military, VA hospitals, prison hospitals, psych, specialty or state owned mental health hospital beds.



## **APPLICATION REVIEW AND EVALUATION CRITERIA**

**Scoring:** A county of zero beds receives the maximum of 50 points in this category. Score decreases as bed number increases. Zero points are awarded in a county of 400 beds or greater.

**Mileage Points Definition:** “Mileage” refers to the mileage of the vehicle to be replaced as of the date of the application. **Reference:** Appendix H, individual vehicle mileage as of application date.

**Scoring:** An ambulance of mileage 2499 miles or fewer receives zero points in this category. Score increases as mileage increases. A maximum of 60 points is awarded to a mileage of 300,000 or greater.

**Age Points Definition:** “Age” refers to the age of the vehicle in years, from the model year of the vehicle. For example, a vehicle of model year 2005 would be considered five years old in 2010. A vehicle model year 1999 would be considered 11 years old in 2010. **Reference:** Appendix I, individual vehicle age as of 2010.

**Scoring:** A vehicle four years old or younger receives zero points in this category. One point is awarded for an age of five years. Score increases as distance increases. A maximum of 40 points is awarded for an age of 15 years or greater.

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

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

- Availability of funds
- Relevance to program priorities

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
GEORGIA TRAUMA CARE NETWORK COMMISSION  
DCH GRANT APPLICATION FORM**

**Please Provide complete contact information for a minimum of three (3) officers  
within the organization.**

**Mailing Address MAY NOT be a post office box.**

**Name of Grant:**

**Applicant Organization:**

**Legal Name**

**Address:**

<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>	<b>County:</b>
--------------	---------------	------------------	----------------

<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
---------------	-------------	----------------

<b>Federal ID Number:</b>	<b>State Tax ID Number</b>
---------------------------	----------------------------

**DIRECTOR OF APPLICANT ORGANIZATION**

**Name/Title**

**Address:**

<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
--------------	---------------	------------------

<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
---------------	-------------	----------------

**FISCAL MANAGEMT OFFICER OF APPLICANT ORGANIZATION**

**Name/Title**

**Address:**

<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
--------------	---------------	------------------

<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
---------------	-------------	----------------

**OPERATING ORNAGIZATION (If Different from Applicant Organization)**

**Name:**

**Address:**

<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
--------------	---------------	------------------

<b>Phone:</b>	<b>Fax:</b>	<b>E-Mail:</b>
---------------	-------------	----------------

**CONTACT PERSON FOR OPERATING ORGANIZATION (If Different from Director Organization)**

**Name:**

**Address:**

<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
--------------	---------------	------------------

<b>Phone:</b>	<b>E-mail:</b>	<b>Fax:</b>
---------------	----------------	-------------

**CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION (If Different from Contact Person for Operating Organization)**

**Name:**

**Address:**

<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
--------------	---------------	------------------

<b>Phone:</b>	<b>E-mail:</b>	<b>Fax:</b>
---------------	----------------	-------------

**EMS VEHICLE EQUIPMENT REPLACEMENT SPECIFIC INFORMATION**

**Number of Qualified Ambulances agency will submit for consideration. (maximum of three)**

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
GEORGIA TRAUMA CARE NETWORK COMMISSION  
DCH GRANT APPLICATION FORM**

**Please Provide complete contact information for a minimum of three (3) officers  
within the organization.**

**Mailing Address MAY NOT be a post office box.**

<b>EMS Region</b>	
<b>Georgia EMS Provider's License Number</b>	
<b>Did Applying agency receive a Vehicle Replacement Award from the Georgia Trauma Commission in a previous year? If so, what year?</b>	
<b>Has applying agency been assigned a 911 zone by a Regional EMS Council? Yes or No</b>	
<b>What Regional EMS Council assigned 911 Zone to agency?</b>	
<b>What organization or entity would receive award and take ownership of replacement vehicle? List organization contact information under "Operating Organization".</b>	
<b>Has the Operating Organization received a Vehicle Replacement Award from the Georgia Trauma Commission in a previous year? If so, what year?</b>	
<b>Registration number for this Qualifying Replacement Ambulance as listed on the most recent GA EMS form 1000 Schedule B.</b>	
<b>Make, Year, and Model of Qualifying Replacement Ambulance</b>	
<b>Year that the Qualifying Replacement Ambulance was purchased?</b>	
<b>Mileage on Qualifying Replacement Ambulance as of date of the Application.</b>	
<b>What hospital is the closest Georgia Level I or Level II Trauma Center to the furthest point within your 911 zone?</b>	
<b>What is the USPS address of the furthest point within your 911 zone?</b>	
<b>Type of Organization:</b> <input type="checkbox"/> Hospital <input type="checkbox"/> Physician <input type="checkbox"/> Primary Care Provider <input type="checkbox"/> Clinic <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government Entity <input type="checkbox"/> Faith Community <input type="checkbox"/> Consortia of These	
<b>I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE SUBMITTED THIS APPLICATION ON THE BEHALF OF THE APPLICANT ORGANIZATION.</b>	
<b>SIGNATURE:</b>	<b>TITLE:</b>
	<b>DATE:</b>

## GEORGIA DEPARTMENT OF COMMUNITY HEALTH, EMS VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

**STATEMENT OF ETHICS**

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

**PREAMBLE**

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

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

Not only should DCH employees comply with this Statement of Ethics, but DCH expects that each vendor, grantee, contractor, and subcontractor will abide by the same

requirements and guidelines delineated. Moreover, it is important that employees and members of any advisory committee or commission of DCH acknowledge the Statement of Ethics.

## **ETHICAL GUIDELINES**

### **1. Code of Conduct**

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

### **2. Equal Employment**

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

### **3. Harassment**

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

#### **4. Appropriate Use of DCH Property**

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

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

#### **5. Secure Workplace**

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

#### **6. Political Activities**

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

#### **7. Confidentiality**

DCH has a dual mandate in terms of confidentiality and privacy. Foremost, as a state agency, DCH must comply with the Georgia Open Records Act and Open Meetings Act. The general rule that is captured by those laws is that all business of the agency is open to the public view upon request. The exceptions to the general rule are found in various federal and state laws. In order to protect the individuals' health information that is vital to the delivery of and payment for

health care services, DCH sets high standards of staff conduct related to confidentiality and privacy. Those standards are reinforced through continuous workforce training, vendor contract provisions, policies and procedures, and web-based resources.

## **8. Conflicts of Interest**

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

## **9. Gifts**

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

## **10. Relationships with Vendors and Lobbyists**

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

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

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



## STATEMENT OF ETHICS AGREEMENT

### DCH STATEMENT OF ETHICSACKNOWLEDGEMENT

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

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

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

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

**I. THE COMMITMENT**

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

**II. SCOPE**

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

**III. CONSIDERATIONS**

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

**A. Legitimate Business Needs**

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

**B. Conflicts of Interest**

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

**C. Appearance of Impropriety**

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

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

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

Vendor or potential Vendor might utilize for the purpose of responding to Procurement or that which is deemed disadvantageous or harmful to the Department and to the citizens of the State of Georgia in that such disclosure might lead to an unfair advantage of one Vendor over another in a Procurement.

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

“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.

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

“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.

“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.

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

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;

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

- 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

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

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:



**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

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***

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

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.

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

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

---

**Company Name**

---

**Authorized Signature**

---

**Date**

---

**Print Name**

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, EMS VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

\_\_\_\_\_  
**\*AFFIX CORPORATE SEAL  
HERE**

**ATTEST:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

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

**ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT**

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

**SIGNATURE PAGE**

---

**Individual's Name and Title**

---

**Company Name**

---

**Company FEI Number**

---

**Address**

---

**City**

**State**

**Zip code**

---

**Telephone Number**

**Fax Number**

---

**E-mail Address**

---

**Signature**

**Date**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this \_\_\_\_\_ day of \_\_\_\_\_ is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as "DCH") and \_\_\_\_\_ (hereinafter referred to as "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.

**BUSINESS ASSOCIATE AGREEMENT**

- 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.

**BUSINESS ASSOCIATE AGREEMENT****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



## **BUSINESS ASSOCIATE AGREEMENT**

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.

# BUSINESS ASSOCIATE AGREEMENT

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

## SIGNATURE PAGE

---

**Individual's Name and Title**

---

**Company Name**

---

**Address**

---

**City**

---

**State**

---

**Zip code**

---

**Telephone Number**

---

**Fax Number**

---

**E-mail Address**

---

**Signature**

---

**Date**

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, EMS VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

**MILEAGE CHART**

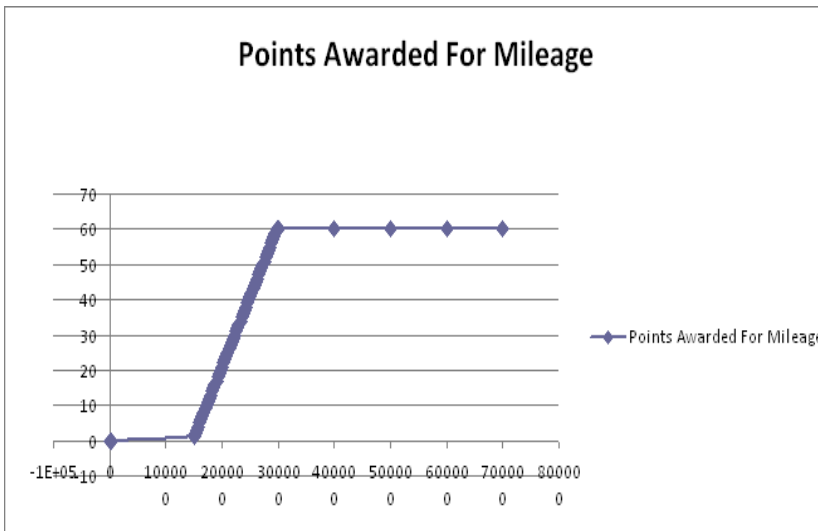
Mileage	Points Awarded For Mileage
0	0
2500	0
150000	1
152500	2
155000	3
157500	4
160000	5
162500	6
165000	7
167500	8
170000	9
172500	10
175000	11
177500	12
180000	13
182500	14
185000	15
187500	16
190000	17
192500	18
195000	19
197500	20
200000	21
202500	22
205000	23
207500	24
210000	25
212500	26
215000	27
217500	28
220000	29
222500	30
225000	31
227500	32
230000	33
232500	34
235000	35
237500	36
240000	37
242500	38
245000	39

"Mileage" refers to the mileage of the ambulance to be replaced as of the application date.

Maximum Mileage Considered: 300000

Maximum Points Possible: 60

Scoring method: One point is awarded to an ambulance with 150000 miles. An additional point is awarded for each additional 2500 miles after 150000.



## GEORGIA DEPARTMENT OF COMMUNITY HEALTH, EMS VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

## MILEAGE CHART

247500	40
250000	41
252500	42
255000	43
257500	44
260000	45
262500	46
265000	47
267500	48
270000	49
272500	50
275000	51
277500	52
280000	53
282500	54
285000	55
287500	56
290000	57
292500	58
295000	59
297500	60
300000	60
400000	60
500000	60
600000	60
700000	60

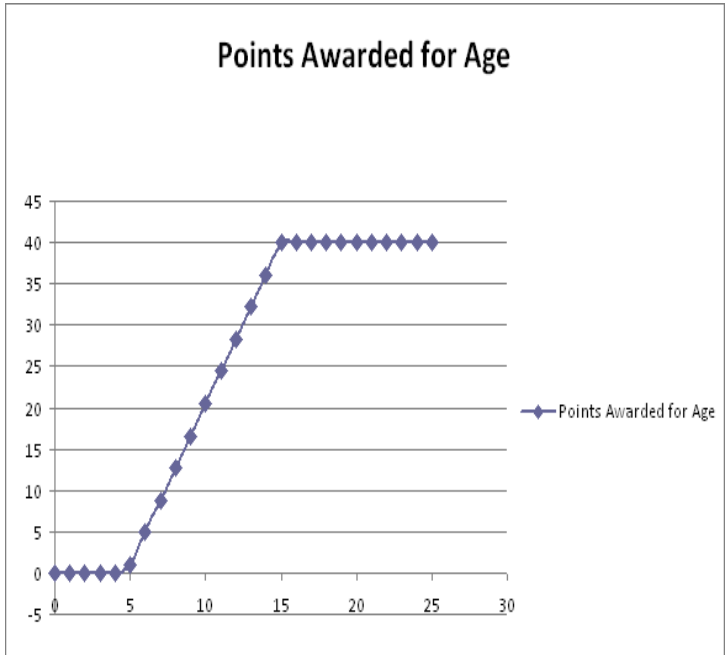
### VEHICLE AGE CHART

Age	Points Awarded for Age
0	0
1	0
2	0
3	0
4	0
5	1
6	4.9
7	8.8
8	12.7
9	16.6
10	20.5
11	24.4
12	28.3
13	32.2
14	36.1
15	40
16	40
17	40
18	40
19	40
<b>20</b>	<b>40</b>
21	40
22	40
23	40
24	40
25	40

"Age" refers to the age in years of the vehicle to be replaced. A vehicle of model year 2005 would be considered five years old in 2010. A vehicle of model year 1999 would be considered 11 years old in 2010

**Maximum Age Considered: 15**  
**Maximum Points Possible: 40**

Scoring method: One point is awarded to a vehicle five years of age. After five years, point values increase with age in a linear fashion.



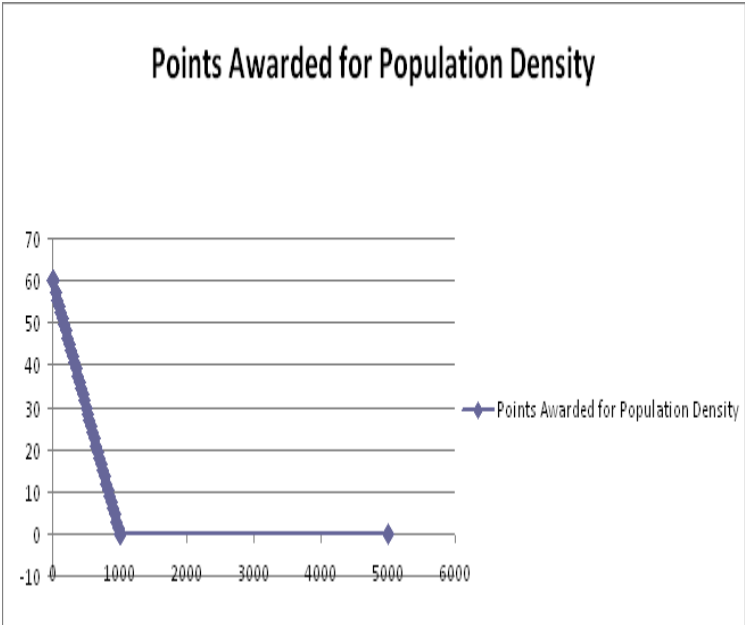
# POPULATION DENSITY CHART

Population Density (ppl/sq. mile)	Points Awarded for Population Density
0	60
25	60
50	57
75	55.5
100	54
125	52.5
150	51
175	49.5
200	48
225	46.5
250	45
275	43.5
300	42
325	40.5
350	39
375	37.5
400	36
425	34.5
450	33
475	31.5
500	30
525	28.5
550	27
575	25.5
600	24
625	22.5
650	21
675	19.5
700	18
725	16.5
750	15
775	13.5
800	12
825	10.5
850	9

"Population Density" refers to the number of people per square mile living in the predominant county of the 911 zone in which the agency is based.

**Maximum Population Density Considered: 1000 people/sq. mile**  
**Maximum Points Possible: 60**

Scoring method: An agency based in a county with 25 persons per square mile or fewer receives 60 points in this category. For every additional 25 people per square mile, the score decreases in a linear fashion.



GEORGIA DEPARTMENT OF COMMUNITY HEALTH, EMS VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

**POPULATION DENSITY CHART**

875	7.5
900	6
925	4.5
950	3
975	1.5
1000	0
1025	0
5000	0

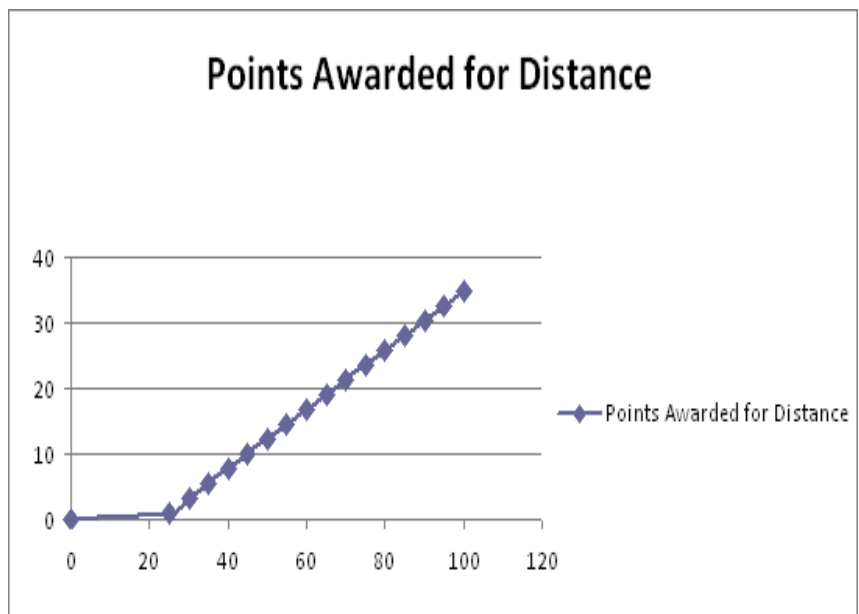
# DISTANCE CHART

Distance	Points Awarded for Distance
0	0
25	1
30	3.29
35	5.56
40	7.82
45	10.09
50	12.35
55	14.62
60	16.88
65	19.15
70	21.41
75	23.68
80	25.94
85	28.21
90	30.47
95	32.74
100	35
200	35

"Distance" refers to the distance (in miles) between a Level I or II trauma center and the furthest point from it within the 911 zone.

**Maximum Distance Considered: 100 miles**  
**Maximum Points Possible: 35**

Scoring Method: One point is awarded to an agency based in a 911 zone with a "distance" of 25 miles. After 25 miles, points increase in a linear fashion with distance.





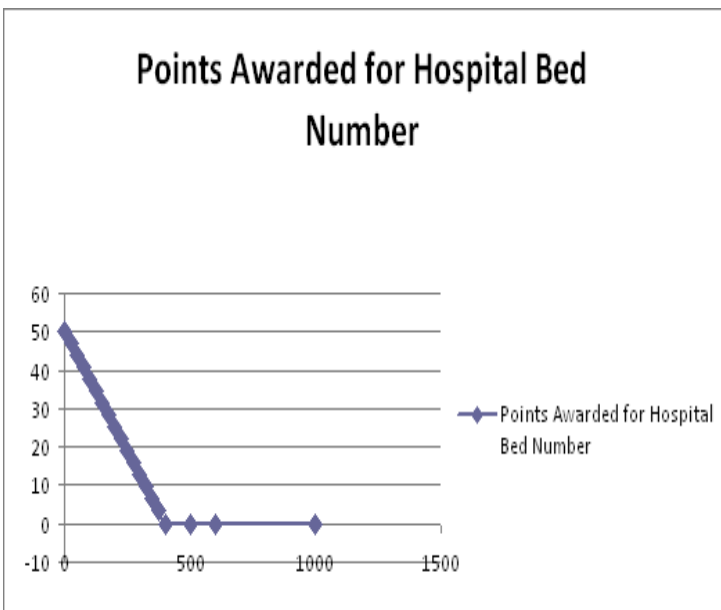
## COUNTY HOSPITAL BEDS CHART

Hospital Bed Number	Points Awarded for Hospital Bed Number
0	50
25	46.9
50	43.8
75	40.6
100	37.5
125	34.4
150	31.3
175	28.2
200	25.1
225	22
250	18.9
275	15.8
300	12.7
325	9.6
350	6.5
375	3.4
400	0
500	0
600	0
1000	0

"Hospital Bed Number" refers to the number of hospital beds in the predominant county of the 911 zone in which the agency is based.

**Maximum Hospital Bed Number Considered: 400**  
**Maximum Points Possible: 50**

Scoring Method: Fifty points are awarded to a vehicle based in a county with zero beds. For every additional 25 beds, the score decreases in a linear fashion.



GEORGIA DEPARTMENT OF COMMUNITY HEALTH, EMS VEHICLE EQUIPMENT REPLACEMENT GRANT PROGRAM

## SCORE CALCULATOR

**REFER TO ATTACHED EXCEL SPREADSHEET**

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

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

**Applicant Organization:**

**Contact Name:**

**Address:**

**City:**

**State:**

**ZIP Code:**

**County:**

**Fax:**

**E-mail:**

This checklist certifies that your application for the EMS Vehicle Equipment Replacement Grant has been received by the Department of Community Health and includes:

- GA EMS form 1000 Schedule B
- Notarized Affidavit
- Appendix A: Grant Application Form
- Appendix B: Ethics Statement (*Signature Page must be submitted*)
- Appendix C: Ethics in Procurement Policy (*Signature Pages must be submitted*)
- Appendix D: Business Associate Agreement (*Signature Page must be submitted*)
- Appendix J: Score Calculator

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**