

Georgia Department of Community Health

AMENDED

JUNE 4, 2010

GEORGIA ACCESS TO CARE, TREATMENT, AND SERVICES REDUCING BREAST CANCER WITHIN INDIGENT COMMUNITIES

DEPARTMENT OF COMMUNITY HEALTH

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

> RELEASE DATE: TUESDAY, MAY 4, 2010 CLOSING DATE: FRIDAY, JUNE 18, 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

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Background	 The Georgia Department of Community Health (DCH) was created in 1999 by Senate Bill 241 and has the responsibility for insuring over two million people in the State of Georgia, maximizing the State's health care purchasing power, coordinating health planning for State agencies and proposing cost-effective solutions for reducing the number of uninsured. The Office of Health Improvement (OHI) office within DCH has the responsibility of disseminating education, heightening awareness and network development to change the current state of health disparities in Georgia. OHI accomplishes this goal by focusing on four major health diseases: Heart disease and stroke, Diabetes, Cancer, HIV/AIDS.
	In addition to the above, OHI includes a focus in other health disease areas such as obesity, infant mortality, etc. The Georgia Office of Health Improvement (OHI) and its Women's Health Advisory Council has selected as one of its focus areas, Georgia Access to Care Treatment and Services (ACTS) for Reducing Breast Cancer within Indigent Communities to address treatment and/or medical services for women. The target populations for this initiative are minority women, who are indigent, have no insurance or are underinsured. This is an effort to reduce and eliminate health disparities for breast cancer. The OHI is committed to working in partnership and collaboration with private and public entities.
Purpose	The primary purpose for the Georgia ACTS Grants Program is to support the strategic goal to develop a program focused on targeting indigent women in an attempt to promote education, early detection, provide mammography and other clinical examinations, and provide a treatment option to include biopsies, chemotherapy, radiotherapy, and/or follow-up that can be measured to determine that services contribute to the decline of breast cancer disparities.

Program Overview	Under this funding opportunity, grantees should improve access to these vital services supporting the improvement of the health status of Georgia and improve the economic viability of our communities and state.
	Applicants must identify the anticipated measurable results that are consistent with the overall program purpose and that address selected OHI expectations. Project results should fall within the following general categories:
	 A. Treatment Services 1. Provides a process to identify, pre-qualify, and provide treatment services (chemotherapy, radiation treatment, prescriptions, etc.) to indigent applicants with breast cancer or who have been diagnosed positively with any type of breast pathology. All treatment partners must have an active agreement with a primary care provider and secondary or tertiary providers within the targeted region. Demonstrate pre-accorded fees for surgical, medical procedures and treatments if possible. 2. Explain the focus in geographic areas where the underserved population is higher and where the breast cancer and breast pathology are more frequent.
	 Commit to adhere to no discrimination based on race, color, religion, migratory status, uninsured people, etc.
	 Explain how the applying organization will assist the highest number of people with the lowest price possible.
	 Develop a "follow-up" program for all positively diagnosed patients who have or have not received an initial treatment and are in need to complete it.
	6. Develop a plan to reduce racial and ethnic health disparities in applicants' communities.
	 Utilize funding to provide statewide diagnosis and treatment for breast cancer, especially in areas of the state where high incidence of disease and health disparities are evident relative to poor health outcomes as a result of breast cancer.
	 Develop a strategy for grant funds that considers the most cost effective means of managing health care and improving health status.
	 B. Educational and Preventative Services 1. Develop a targeted communication strategy to educate indigent communities, promote early education, provide limited mammography screening services, and other clinical examinations.
	2. Develop a strategy to offer preventative/educational information to indigent communities, such as:
	 An explanation of what breast cancer is,

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	 Risks factors for breast cancer,
	 Why early breast cancer detection is important,
	 What is a mammogram and how does it help identify breast cancer in early stages?
	 How to perform a proper self breast exam,
	 What happens if something is identified,
	 Options for breast cancer treatment, and
	 Complimentary diagnosis methods (i.e. biopsies, ultrasounds).
	3. Explain your focus on prevention and early detection.
	4. Explain how organization will assist the highest number of people with the lowest price possible. Develop or customize written educational programs to be culturally appropriate. (Video- DVD that can be exhibited in different places, i.e. waiting rooms, health fairs, private medical offices, radio stations, etc. The information will be oriented to promote healthy preventive habits to increase knowledge and awareness about this deadly disease.)
	5. Develop a "follow-up" program for all positively diagnosed patients who have or have not received an initial treatment.
	Develop a plan to reduce racial and ethic health disparities in your communities.
	7. Describe a plan to promote education and information.
	 Describe a process to promote prevention based on breast exams and breast screenings.
	The application must specify the intent of the project for consideration as a treatment initiative or preventative initiative.
	DCH reserves the right not to fund any ACTS programs if, in the opinion of DCH, said program does not demonstrate need based on the criteria stated in this grant application.
	DCH may elect utilize a fiscal agent for the administration of this grant.
Eligibility	This is a limited competition. Applications will be considered for either (A) a Treatment Service Project grant award or (B) an Education and Preventive Service Project grant award, in accordance with the standards delineated below for each project type. Only one application can be submitted by each entity. Entities are not eligible to apply for both Treatment Service Projects and Educational and Preventive Service Projects. Each entity must meet the minimum eligibility requirements for grant funding for the specific project type for which it is applying.
	A) Treatment Service Projects
	To qualify for consideration for a Treatment Service Project, the applicant must:

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	Be a public health agency, a public or private health services entity, a Federally Qualified Health Clinic (FQHC), a Rural Health Clinic, a Volunteer Clinic, a Rural Hospital or a Critical Access Hospital.
	Organizations should have a primary care program and any secondary and tertiary care that could be necessary; it is preferred that institutions provide services at affordable and convenient prices.
	Each applicant under the Treatment Service Project must propose to: Carry out projects that facilitate the improvement of health outcomes for breast cancer diagnosis and treatment for indigent, minorities and other underserved populations in Georgia.
	Required Partnerships for Treatment Service Projects: To receive consideration for providing treatment services, the prime organization <i>must</i> enter into partnership agreements with at minimum, a primary care provider and secondary or tertiary providers within the targeted region for services.
	Grantee's must describe their methodology for referrals, validation and verification of need and eligibility in addition to providing follow up regarding the level of treatment received and the results towards addressing the breast cancer.
	B) Educational and Preventive Service Projects
	To qualify for consideration for an Educational and Preventive Service Project, the applicant must:
	Be a public or private entity with a focus on health services or health education, a Federally Qualified Health Clinic (FQHC), a Rural Health Clinic, a Volunteer Clinic, a Rural Hospital or a Critical Access Hospital.
	Required Commitments for Educational and Preventative Service
	Projects: To receive consideration for providing educational and preventative service projects, the organization must develop a targeted strategy to ensure the dissemination of information and screening services reach indigent woman. The organization must have a solid methodology to predict outcomes, delineate a strategy within a monthly project plan, and incorporate key measures to demonstrate success with providing targeted outreach, and educational services, especially for women in indigent communities.
	Education and Prevention projects <i>may</i> partner with Treatment Centers, if the organization elects to do so, but it is not required.
Funding Preference	Disbursements will be based upon cost reimbursement of the total grant award, based upon an agreement of approved line items and upon receipt of the required monthly reports. Invoice documentation must not contain confidential patient data. The data related to the recipient of services must be available for review during site visits.
	Upon acceptance of a grant award, the applicant organization assumes legal and financial responsibility for awarded funds and the conduct of supported activities. It is the responsibility of the organization to assure the

appropriateness and quality of services and programs and the accuracy and validity of all fiscal, program and administrative information pertaining to the awarded grant.

Funding for this project will be utilized to support programs and initiatives in areas of the state where high incidence of disease and health disparities are evident. It is necessary to provide funding in these areas to ensure that the resources are made available to these special populations that would otherwise not be able to secure these life changing services. Providing grant opportunities to local communities to address the local needs has been recognized at the state and federal levels as the most cost effective means of managing health care and improving health status. It is also recognized that providing primary and preventive care, disease management, and education and wellness programs greatly improves health and is the most cost efficient means of addressing health disparities. The successful grant applications will demonstrate that the funding will improve access to these vital services to improve the health status of Georgia and improve the economic viability of our communities and state.

Successful applicants will enter into a 12 month contract starting on the date of award. Agencies are strongly encouraged to collaborate on projects that minimize duplication in order to maximize the utilization and accountability of services for public funds. An agency may not submit more than one application or participate in more than one collaboration. Each agency must meet the minimum eligibility requirements for grant funding. Any collaboration must designate one lead agency to be responsible for the overall outcomes of the project, submitting invoices, modifying work plans, budgetary and program progress reports. Applications from individuals are not eligible for consideration.

This grant requires a fifteen (15) percent cash match of the total award amount. All agencies are also advised to include information on in-kind and other financial support for the program. Cash contributions must be identified by funding source; i.e., collaborating partners, area hospitals, or foundations.

All costs incurred under the terms of this agreement must be applicable to the program purpose.

Direct administrative costs for conducting activities are considered allowable expenditures. **Indirect administrative charges or overhead** *are not considered allowable expenditures.* The value of in-kind and donated services should reflect typical fair market value. Funds expended or services and materials donated prior to the completed signing of the agreement will not be credited to the grant award.

Grant funds may not be used for capital improvements, including remodeling, expansion, new construction, or any other building project. On a limited basis, funds may be used for the sole purpose of costs associated with the installation of equipment necessary for the implementation of the proposed project.

A grant award is not finalized until a **Notice of Award (NOA)** has been received and is executed. Until that time, the award is pending and its status is considered confidential. **Please do not release any information regarding the status of the procurement until the issuance and execution**

	of the Notice of Award.	
	DCH reserves the right not to fund any ACTS programs if, in the opinion of DCH, said program does not demonstrate need based on the criteria stated in this grant application. DCH may elect utilize a fiscal agent for the administration of this grant.	
Matching Funds	This grant requires a fifteen (15) percent cash match of the total grant award amount.	
Total Award Amount	1,300,000	
Award Floor	50,000	
Award Ceiling	200,000	
Anticipated Awards	A maximum of fourteen (14) awards are anticipated. Funding levels and amounts will be determined by and at the discretion of DCH. It is anticipated that the following awards could be made:	
	 Treatment Services – up to four (4) awards not to exceed \$200K each. 	
	 Prevention/Educational Services - up to ten (10) awards not to exceed \$50K each. 	
Funding Cycle	Upon award (anticipated July 1, 2010) – June 30, 2011 (Subject to budget approval)	
Deliverables	 Grantee deliverables are specific to the ACTS program under which the applicant is applying and are developed in accordance with the proposal narrative. For either initiative (treatment or prevention/education) the deliverables include but are not limited to the following: Grantees must identify methodology for candidate selection, Provide documentation of the need for (economically and physically), a system of referral that coordinates the required service providers and specific quantifiable outcomes. Grantees will be measured by the quantity of service and the quality of service. Invoices shall include copies of receipts and expense reports, proof of use, and any other documentation to DCH in accordance with the grant agreement for payment of services rendered. 	
Deadline for Submission	 4. Provide evidence of Return on Investment (ROI) through but not limited to a one (1) year strategic plan which evaluates the programs implementation, details the programs effectiveness, and identifies a plan for stability. 	
of Questions	1:00 PM EST, Monday, June 9, 2010 Response to questions will be posted within five business days from closing date.	

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Deadline for Submission	APPLICATIONS MUST BE RECEIVED 1:00PM EST, FRIDAY, JUNE 18,
	2010.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS STARTUP GRANT PROGRAM SUBMISSION GUIDELINES

APPLICATION SUBMISSION

Submission requires remittance of one (1) original, one (1) copy and five (5) CDs of the Grant Application. Applications may be delivered via USPS, Fed Ex, DHL, UPS etc., and hand delivered or couriered. **COMPLETED APPLICATIONS MUST BE RECEIVED BY 1:00PM EST, FRIDAY, JUNE 18, 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 1:00pm, Friday, June 18, 2010 closing date however all submissions are final. ALL LATE APPLICATIONS WILL BE CONSIDERED NON-RESPONSIVE TO SUBMISSION REQUIREMENTS.

Mailing 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

SUBMISSION FORMAT

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

- 1. Word or PDF file format
- 2. **Font Size:** 12 point unreduced (Arial or Times New Roman)
- 3. Page Size: 8.5 by 11 inches
- 4. Page Margin Size: One inch
- 5. Project Narrative:
 - a. The Project Narrative should be double spaced.
 - b. The Project Narrative shall not exceed a maximum of 15 pages (if the narrative exceeds the page limit, only the first pages which are within the page limit will be reviewed).
- 6. Budget:
 - a. The Budget must be completed on Appendix E.
 - b. The budget justification is limited to a maximum of 6 pages (if the budget narrative exceeds the page limit, only the first pages which are within the page limit will be reviewed).
- 7. Number and Label all pages; not to exceed the maximum number of pages where applicable.
- 8. Headers should identify each section and Footers should include: the name of the organization.
- 9. All required forms and content MUST be on the CD in the order and format set forth in this solicitation.

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Project Narrative: The Project Narrative should not exceed 15 pages and should address the submission requirements and activities to be conducted over the funding period and discuss as identified in the Program Overview section. This statement should describe any problems or mutual barriers in the provision that a ACTS program will address or seek to solve. It should address the location the demographics of the population to be served, specify a target as well as illustrate desired outcomes, and the need for providing ACTS with an objective, measurable performance improvement and patient safety program.

Project Narrative (no more than 15 pages per agency) should include at minimum:

- A. Agency Overview. Please include mission/purpose, service area, population served, and the length of time in existence, and current programs/services.
- B. Target Population. Please describe specifically who is to be served and in what geographic area.
- C. Statement of Need: Identify priority area (s) targeted by the proposal and how it relates to the needs of your community to include but not limited to:
 - Applicant's project goals,
 - Applicant's chosen intervention(s)/activity (s),
 - Applicant's measurable project objectives,
 - Applicant's action steps,
 - Applicant's process measures,
 - Applicant's outcome measures/evaluation,
 - Applicant's evaluation of the need requirement,
 - Applicant's description of the target/priority population(s),
 - How well the applicant's overall mission statement relates to the statement of purpose in this RFGA.
 - Applicant's demonstration of responsible administration and accountability of funds.
- D. Applicant's experience in serving underserved communities to reduce health disparities. Please refer to the following:
 - How long you have been serving underserved community?
 - What programs/activities targeted the reduction of health disparities?
 - What were the results/outcomes?
 - Applicant's level of experience in serving indigent, underserved and uninsured communities to reduce and/or eliminate breast cancer and achieve health equity, Applicant's demonstration of cost effectiveness.
- E. Copy of a **current** and valid letter/certification of applicant's Certified 501 c 3 Status (where applicable) and a notation of the month in which fiscal year of your organization ends.

Project Work Plan and Timeline: A work plan to include a step-by-step timeline and detailed operation plan of all major activities necessary to attain specified objectives. (See Appendix G)

- A. Project Plan (must include the amount requested) must be clearly describe how the proposed project (which must be linked to the stated need and objectives) will be carried out.
- B. Describe in detail specific activities and strategies planned to achieve each objective.
 - For each activity please describe the following; how it is to be done, when it is to be done, where it will be done, who will do it and for whom it is to be done.

- Describe any project-specific products to be developed (e.g., resource directory, brochures, data bases, health status reports, public services announcements, videos).
- Provide a realistic time line chart which lists: each objective, the activities under each objective, the specific month (s) each activity will be implemented, and the individual (s) responsible for the listed activities by project title/position. The time frame should indicate when the objective will be achieved.
- C. Goals and Objectives: List activities under each objective, specific month (s) each activity will be implemented and individuals (s) responsible for the listed activities by project title/position. State the objectives in measurable terms and indicate a realistic time frame for achievement. Measurable terms include both baseline numbers (at the start of the project) and outcome numbers expected at the end of the project for each major component.

Evaluation Plan: A clear description of the evaluation plan and how it will assess: a) the described outcomes in measurable terms using benchmarking data, b) the objectives and, c) the related performance measurement and the benefits of the initiative. The **ACTS Grants Program** requires demonstration of how Performance Improvement/Quality Improvement, Evaluation of the program was met. These shall include but are not limited too the following program activities:

- A. Data collection and analysis method.
- B. Demographic information on target population
- C. Process measures that describe indicators to be used to monitor and measure progress toward achieving projected results by objective.
- D. Outcome measures that show that the project has accomplished the activities it planned to achieve.
- E. Impact Measures that demonstrate the achievement of the goal to positively affect health disparities.

Management Plan:

- A. Outline position or job descriptions for staff positions, including those to be filled.
- B. Outline the relevant qualifications and experience of proposed key staff for the project.
- C. Indicate the level of effort of proposed key staff position (e.g., 50%, 75%), including pertinent staff provided on an in-kind basis.

Budget Plan: All anticipated expenses and funding sources directly related to this project, including inkind contributions, should be calculated and completed on the included Budget Form (Appendix E).

Budget Justification: A concise narrative labeled **Budget Justification** should follow the Budget Form (Appendix E). The budget plan and budget forms will not be counted toward the narrative page limit. Note, however, that both documents should be placed immediately after the Project Narrative in your proposal submission and should not exceed six (6) pages. Do not sequentially number this section.). Provide a detailed and clearly justified budget narrative that is consistent with the purpose and objectives. Describe the financial resources needed over the duration of the project period and include the share requested from this grant as well as funds from other sources, including organizations, institutions. Describe any in-kind sources of support. Indirect cost should not exceed 9.27% of grant award.

- Salaries and Fringe For each proposed position to be paid from this project grant, provide the
 position title, total salary, fringe benefits, and FTE. Include a description of the activities of each
 position as it relates to the project including the percent of time to be spent on project activities
 and the amount of salary to be funded by the project budget.
- 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. The Georgia Department of

Community Health, Office of Health Improvement must receive a copy of all subcontractor agreements prior to their beginning work.

3. Equipment – Include a detailed description of the proposed equipment and/or capital improvements as they relate to the completion of the project. If possible, provide itemized costs. Request for re-imbursement of equipment exceeding \$5,000 must include three bids to demonstrate that the equipment was purchased at the best value. An exception will be provided for purchases through a consortium or through another type of cooperative purchasing agreement, utilized to achieve the best price value.

Grantee must submit their own Property Management policy and procedures for property purchased constructed or fabricated as a direct cost using grant funds. Management of equipment includes:

- Records that demonstrate the process of how the equipment was acquired,
- inventory of equipment and update of reporting,
- control procedures that safeguard to protect against loss, damage and theft,
- Adequate maintenance procedures to keep equipment in good condition,
- Proper sales procedures describing when the recipient is authorized to sell the equipment.
- 4. **Match Funds -** This grant requires a fifteen (15) percent cash match of the total grant award amount. The match must be from non-DCH grant sources and must be for the total dollar amount requested. Match and in-kind cannot be "counted" more than once in any area of the budget. The source of the match and in-kind is required in the budget narrative and justification.

Cash match includes funds provided directly by the grantee organization to support expenses directly related to the project being funded by DCH. These funds cannot include other grant funds provided by DCH and must adhere to the following conditions:

- A **cash** match includes payment of expenses directly associated with the project such as:
 - o Salaries for employees who dedicate a portion of their time to the project;
 - Office Supplies that can be directly attributed to the project;
 - Marketing Materials that can be directly attributed to the project and not the normal business function of the grantee's organization;
 - Payment to physicians for providing Patient Care Services under the grant agreement;
 - Expenses related to lab services provided to patients being treated under the grant agreement.
- A **cash** match does NOT include the expenses that are attributed to the organization's normal business function, including but not limited to the following expenses:
 - Indirect costs that the grantee organization incurs as part of its normal business costs (i.e. rent or building expenses, depreciation, administrative salaries, utilities, etc.)
 - Funds received by the grantee through another DCH grant;
 - o Program Income

All expenses proposed by the grantee as a **cash** match must be supported by supporting documentation and approved by DCH prior to the grantee beginning services under the grant.

Matching or Cost sharing is encouraged if it helps to leverage resources, is responsive to the RFGA activities, is advantageous to the programs, and does not compromise the integrity or the ability of the programs to accomplish proposed goal. It will be shown as a part of the total budget in the NOA and becomes an enforceable requirement through the NOA. Cost that the recipient

incurs in fulfilling its matching or cost sharing requirements are subject to the same requirements, including the cost saving principles that are applicable to other fund sources.

The project requires a fifteen (15) percent cash match of the total award amount. Documentation of the expenditure of match funds is required for such grantees by DCH.

5. In-kind Funds - Non-profit and other organizations often receive donations of goods, services and the use of property. They may receive such donations from commercial companies, individuals, governmental entities (like health departments) or even other non-profit organizations. The use of these donations of goods, services or use of property are classified as in-kind funds and are required to be documented by DCH.

In-kind may include donated goods and items assigned by fair market value at the time of donation.

Equipment is counted as a direct match when it is donated from non-State funded entities.

The State can not count a contribution funded from state money as a match, but it can count towards indirect.

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 *9.27%; although, applications requesting no direct 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 9.27%.

As noted above, limited exceptions to the 9.27% indirect cost limitations may be considered. Exceptions for consideration may be submitted based on the following table.

Length of time in operation	Maximum percentage of indirect costs allowed for consideration
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 9.27% 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.

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. Budget Plan (Budget Justification MUST accompany this appendix)
- **F.** Work Plan Template
- **G.** Timeline Template
- H. Project Partner Composition

II. OTHER CONTENT

Although not required an applicant should 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 35th Floor Atlanta, Georgia 30303 – 3159 E-mail: <u>tiward@dch.ga.gov</u> Phone: (404) 463-5524

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

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

APPLICATION REVIEW AND EVALUATION CRITERIA

APPLICATION REVIEW

Programs must be specific to the ACTS Startup Grant Program and outcomes must be measurable in alignment with the relevant goals, objectives or performance measures listed in the ACTS Startup Grant Program Announcement. Applications will be reviewed for thoroughness as well as the adherence to the prescribed submission format. The following components are required for Application Review:

- Grant Application
- Project Narrative
- Work Plan/Timeline
- Evaluation Plan
- All required Appendices and
- Budget Justification
- Project Partnership Composition

EVALUATION CRITERIA

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

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

- Applicant's experience,
- Applicant's description of the target/priority population(s),
- Applicant's project goals,
- Applicant's chosen intervention(s)/activity (s),
- Applicant's measurable project objectives,
- Applicant's action steps,
- Applicant's process measures,
- Applicant's outcome measures/evaluation,
- Applicant's evaluation of the need requirement,
- Applicant's level of experience in serving indigent, underserved and uninsured communities to reduce and/or eliminate breast cancer and achieve health equity, Applicant's demonstration of cost effectiveness.
- How well the applicant's overall mission statement relates to the statement of purpose in this RFGA.
- Applicant's demonstration of responsible administration and accountability of funds.

Evaluation Plan: The Evaluation Plan should be designed to measure the extent to which the applicant met the goals and objectives.

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

	A DEPARTMENT OF COMMU	COMMISSION	
Please Provide complete co	DCH GRANT APPLICATION Intact information for a minim organization.		ficers within the
Mailing	g Address <u>MAY NOT</u> be a po	st office box.	
Name of Grant:			
Applicant Organization:			
Legal Name			
Address:			
City:	State:	ZIP Code:	County:
Phone:	Fax:	E-mail:	
Federal ID Number:	State Tax ID Number	er	
DIRECTOR OF APPLICANT ORGA	NIZATION		
Name/Title			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
FISCAL MANAGEMT OFFICER OF	APPLICANT ORGANIZATIO	N	
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Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
OPERATING ORNAGIZATION (If D	ifferent from Applicant Organiz	ation)	
Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-Mail:	
CONTACT PERSON FOR OPERAT	ING ORNAGIZATION (If Diffe	rent from Director O	rganization)
Name:			
Address:			
City:			
Phone: E-mail: Fax:			
CONTACT PERSON FOR FURTHE for Operating Organization)	R INFORMATION ON APPLIC	CATION (If Different	from Contact Person
Name:			
Address:			
City:	State: ZIP Code:		
Phone:	E-mail: Fax:		
Type of Organization: 🗌 Hospital	Physician Prir	nary Care Provide	·
Clinic	🗌 Non-Profit 🛛 Gov	ernment Entity	
🗌 Faith Co	ommunity 🛛 Con	sortia of These	

GEORGIA DEPARTMENT OF COMMUNITY HEALTH				
GEORGIA TRAU	GEORGIA TRAUMA CARE NETWORK COMMISSION			
DCH GR	ANT APPLICATION FORM			
Please Provide complete contact inf	Please Provide complete contact information for a minimum of three (3) officers within the			
	organization.			
Mailing Addres	s <u>MAY NOT</u> be a post office box.			
I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE SUBMITTED THIS APPLICATION ON THE BEHALF OF THE APPLICANT ORGANIZATION.				
SIGNATURE:	TITLE:	DATE:		

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS 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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM 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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANT PROGRAM 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

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

I. THE COMMITMENT

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

II. SCOPE

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

III. CONSIDERATIONS

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

A. Legitimate Business Needs

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

B. Conflicts of Interest

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

C. Appearance of Impropriety

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

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

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

"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 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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT Signature for this form must be a President, Vice President, CEO or an equivalent Authorized Officer

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

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

Contractor Sub-Contractor Vendor

Company Name

Authorized Signature

Print Name

*AFFIX CORPORATE SEAL HERE

ATTEST:

Signature

Date

Title

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

> Georgia Department of Community Health Ethics in Procurement Policy Acknowledgement and Agreement Signature Page

Date

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM 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

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.

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		
Address		
City	State	Zip code
Telephone Number		Fax Number
E-mail Address		

Signature

Date

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM BUDGET PLAN

CATEGORY			GRANT FUNDS REQUESTED	NON-GRA CONTR	TOTAL REQUESTED	
ADMINISTRATIVE SALARIES AND FRINGE				IN-KIND	CASH	
PERSONNEL-SALARIES	FRINGE	% OF TIME			САЗП	
Position - Salary						
Position - Salary						
Position - Salary						
Position - Salary						
Position - Salary						
TRAVEL EXPENSES (All Travel mus www.sao.state.ga.gov)	st be in accorda	nce with th	e State of Georg	jia travel pol	icy which may	be reviewed at
Lodging						
Meals						
Mileage or Air Fare						
Conferences						
OFFICE OPERATION EXPENSES	This is conside	red an indi	rect cost and is li	mited to 9.2	7% of the bud	get)
Facilities Rental/Mortgage						
Telephone						
Internet						
Utilities						
Office Supplies						
EQUIPMENT EXPENSES						
Computers (hardware, softwequipment)	vare and networ	k				
Printers						
• Medical (Itemize in budget ju						
ADMINISTRATIVES EXPENSES						
• Materials (This includes administrative, educational and clinical materials, itemize in budget justification)						
Consultant Expenses*						
Other Expenses**						
SUB – TOTAL(S)						
TOTAL FUNDING REQUEST						\$

NOTE: A budget justification which explains each line item expense must accompany the budget. *All consultant and sub-contractors and expenses related to such must be identified. If a consultant or sub-contract has yet to be determined please explain the selection process and provide quotes. **All expenses identified as other must be fully justified and explained in the budget narrative. This funding opportunity requires a 5% match and the identification of

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM $\ensuremath{\textbf{BUDGET PLAN}}$

all sources of funding (cash or in-kind) in the budget justification. Additionally if the grantee has entered into a cost sharing arrangement this to must be reflected in the budget and detailed in the budget justification.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM PROJECT WORK PLAN TEMPLATE

TION:				POINT OF CONTACT:	PHONE:
GRANT PRO	OGRAM:		GRANT NUMBER:	FUNDING PERIOD:	AWARD AMOUNT:
correlate to a deliverable a Quarterly rej date(s), deliv challenges ir	a deliverable and action ite porting requi verable(s), a n achieveme	and an action item for m. The anticipated out res that the work plan l ction item(s), person r nt of a deliverable. Disc	achieving deliverable(s) come should be clearly a be updated. The update esponsible and outcome repancies between antic es or failures should also) if necessary. The work plan should follow a lo b. The work plan MUST identify a person respon- articulated and relate to the objective(s), deliverab MUST document, explain and reconcile all char e(s). The updated work plan should document a cipated outcomes and actual outcomes should be b be documented and explained.	sible for achieving and facilitating the le(s) and action item(s). Inges to the work plan to include: end all success and/or failure as well as
Start Date: Mm/Yr	End Date: Mm/Yr	Objective(s):	Deliverab Action Ite Person R		Anticipated Outcome(s): Actual Outcome(s): Additional Action Item(s):
			Deliverab Action Ite Person R		
			Deliverab Action Ite Person R		
			Deliverab Action Ite Person R		
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			Deliverab Action Ite Person R		

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM

ORGANIZATION:				P	POINT OF CONTACT:				PHO	PHONE:		
GRANT PROGRAM: GRANT NUMBER:			t: Fl	FUNDING PERIOD:				AWA	AWARD AMOUNT:			
The work plan should follow a chronological progression and complement the project work plan. All activities/deliverables detailed in the work plan should be included on the timeline and listed chronologically in the manner of completion over the grant cycle. Cells MUST be color coded and adjacent to that activity to indicate the start of the activity and the end of the activity.												
ACTIVITY/DELIVERABLE:	JUL '10	AUG '10	SEP'10	OCT'10	NOV '10	DEC '10	JAN '11	FEB '11	MAR '11	APR '11	MAY '11	JUN '11

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, ACTS GRANTS PROGRAM PROJECT PARTNER COMPOSITION

GEORGIA ACTS GRANT PROGRAM

(PLEASE INCLUDE A MOU TO CONFIRM PARTNER COMMITMENTS)

Name	Position and Organization	Address	Occupation/ Expertise	Phone Number

	GEORGIA DEPARTMENT OF COMMUNITY 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 <u>MAY NOT</u> be a post office box.							
Applica	ant Organization:							
	et Name:							
	Address:							
City:		State:	F	ZIP Code:	County:			
Fax:			E-mail:					
	ecklist certifies that your appli ment of Community Health an		rgia ACTS Grant	t Program has bee	n received by the			
	Project Narrative							
	Evaluation Plan							
	Appendix A: Grant Application Form							
	Appendix B: Ethics Stater	ment (<i>Signature Pa</i>	age must be sub	mitted)				
	Appendix C: Ethics in Procurement Policy (Signature Pages must be submitted)							
	Appendix D: Business Associate Agreement (Signature Page must be submitted)							
	Appendix E: Budget Plan (Budget Justification MUST accompany this appendix)							
	Appendix F: Work Plan Template							
	Appendix G: Timeline Tem	nplate						
	Appendix H: Partner Composition							
FOR INTERNAL USE: Administrative Review Completed Application Complete Application								
•								
Signatu	ure			Date				