



**GEORGIA DEPARTMENT  
OF COMMUNITY HEALTH**

**REQUEST FOR GRANT APPLICATION (RFGA)**

<b>Grant Opportunity:</b>	<b>Program of All-Inclusive Care for the Elderly (PACE) Operational Readiness Grant</b>
<b>Anticipated Award Amount:</b>	<b>Up to \$500,000, per award, subject to the availability of appropriated funds</b>
<b>Managing Division:</b>	<b>State Office of Rural Health (SORH)</b>
<b>Number of Awards:</b>	<b>Up to Four (4)</b>
<b>Funding Period:</b>	<b>Two (2) Years</b>
<b>Release Date:</b>	<b>May 8, 2024</b>
<b>Closing Date:</b>	<b>June 10, 2024</b>

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

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**TABLE OF  
CONTENTS**

<b>SECTION</b>		<b>Page</b>
<b>I</b>	<b>BACKGROUND</b>	<b>3</b>
<b>II</b>	<b>PROGRAM OVERVIEW</b>	<b>3</b>
<b>III</b>	<b>SELECTION AND AWARD</b>	<b>3</b>
<b>IV</b>	<b>ANTICIPATED AWARD AMOUNT</b>	<b>4</b>
<b>V</b>	<b>ELIGIBILITY TO APPLY FOR GRANT FUNDING</b>	<b>4</b>
<b>VI</b>	<b>PROGRAM DELIVERABLES</b>	<b>4</b>
<b>VII</b>	<b>SUBMISSION GUIDELINES</b>	<b>4-6</b>
<b>VIII</b>	<b>REQUIRED SELECTION CRITERIA</b>	<b>7</b>
<b>IX</b>	<b>APPLICATION GUIDANCE</b>	<b>7-10</b>
<b>X</b>	<b>APPENDICES</b>	<b>10</b>
<b>APPENDIX A</b>	<b>DCH GRANT APPLICATION FORM</b>	<b>11-12</b>
<b>APPENDIX B</b>	<b>STATEMENT OF ETHICS: Includes Signature Page</b>	<b>13-17</b>
<b>APPENDIX C</b>	<b>ETHICS IN PROCUREMENT POLICY: Includes Signature Page</b>	<b>18-28</b>
<b>APPENDIX D</b>	<b>BUSINESS ASSOCIATE AGREEMENT: Includes Signature Page</b>	<b>29-39</b>
<b>APPENDIX E</b>	<b>BUDGET WORKSHEET</b>	<b>40</b>
<b>APPENDIX F</b>	<b>PROJECT WORK PLAN TEMPLATE</b>	<b>41</b>
<b>APPENDIX G</b>	<b>PROJECT TIMELINE TEMPLATE</b>	<b>42</b>
<b>APPENDIX H</b>	<b>PRE-OPERATIONAL BASELINE SURVEY</b>	<b>43-44</b>
<b>APPENDIX I</b>	<b>RESOURCE DOCUMENT</b>	<b>45-50</b>

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**Program of All-Inclusive Care for the Elderly (PACE)  
Operational Readiness Grant**

The Georgia Department of Community Health (“DCH”) has the responsibility of 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 individuals. Within DCH, the State Office of Rural Health (“SORH”) serves Georgians by improving access to health care in rural and underserved areas to improve health status and reduce health disparities.

**I. BACKGROUND**

As a high-intensity intervention, the Program of All-Inclusive Care for the Elderly (PACE) is designed to serve individuals age fifty-five (55) and older who meet the state’s nursing home level of care criterion. PACE participants must be determined to be able to live safely in the community but are expected to need high levels of support. PACE is an integrated provider-based care intervention that operates under full financial risk for Medicare, Medicaid and includes both acute and long-term care services. It encompasses primary, secondary, and tertiary preventive acute care and an array of long-term services including home care, nursing home care, and advanced illness/end of life care. Using an interdisciplinary team comprised of nurses, social workers, physicians, direct care workers, therapists, transportation staff, and others, PACE delivers services both in the consumer’s home and in an adult day care setting. The adult day care setting provides a cost-effective venue to deliver an array of social and medical care services for PACE participants. Financing for the program is capped, which allows providers to deliver all services participants need rather than only those reimbursable under Medicare and Medicaid fee-for-service plans. The PACE program becomes the sole source of Medicaid and Medicare benefits for PACE participants.

**II. PROGRAM OVERVIEW**

The PACE Operational Readiness grant, referred to in this document as “Readiness grant”, offers funding to qualified organizations to off-set costs associated with meeting PACE organization operational requirements. Applicants must verify a firm commitment and intent to complete and submit the full PACE application required by the Centers for Medicare and Medicaid Services (CMS) prior to the end of the Program funding period.

Applicants are allowed to propose use of funds in, but are restricted to, one (1) or both of the following areas:

1. Pre-operational staffing.
2. Pre-operational consultants/consultative services.

Applicants must be familiar with the CMS Program of All-Inclusive Care for the Elderly (PACE), PACE organization requirements, and the PACE application process.

Applicants are allowed up to twenty-four (24) months to complete the proposed initiatives identified within this RFGA. The identified award amount is the maximum amount of funding available for this 24-month funding period.

**III. SELECTION AND AWARD**

The top responsive and responsible applicants receiving the highest total score and with whom the state entity can reach an agreement as to grant terms will be selected for consideration of award. Grants will be awarded at the sole discretion of the Commissioner and may deviate from the final recommendations of the evaluation team based on scored points solely.

#### IV. ANTICIPATED AWARD AMOUNT

DCH, SORH will award up to \$500,000 per award for a two (2) year funding period for up to four (4) selected applicants for the PACE Operational Readiness Grant.

Request for Grant Applications (RFGAs) will be reviewed and evaluated based on a competitive grant award process.

#### V. ELIGIBILITY TO APPLY FOR GRANT FUNDING

To be eligible for consideration of award, Applicant must be:

- a. An established healthcare organization operating in Georgia capable of providing an all-inclusive care model for the elderly in a community-based setting. Refer to the following link for CMS guidance <https://www.cms.gov/medicaid-chip/medicare-coordination/qualified-beneficiary-program/program-all-inclusive-care-elderly-pace>.
- b. Currently providing long-term care services in Bibb, Chatham, DeKalb, Fulton, or Muscogee Counties.
- c. A non-profit organization.
- d. In good standing to conduct business with DCH, SORH. "Good Standing" is regarded as having complied with all grant obligations, while not being subject to any form of sanction, suspension or disciplinary censure (<https://sam.gov/content/home>) [https://doas.ga.gov/sites/default/files/2024-01/State of Georgia Suspended Debarred Suppliers FY24-PDF.pdf](https://doas.ga.gov/sites/default/files/2024-01/State%20of%20Georgia%20Suspended%20Debarred%20Suppliers%20FY24-PDF.pdf)

In determining "good standing with the CMS," DCH, SORH, may consider applicant/parent company/owners/or any other associated entities previous PACE enrollment or payment suspensions under § 460.42, and maintenance of fiscal soundness. Provisions of the PACE past performances, may include:

- whether the organization was subject to an enrollment or payment sanction, even if the reasons for sanction have been corrected and the sanction lifted;
- whether the organization failed to maintain fiscal soundness &
- whether the organization has filed for, or is under, State bankruptcy proceedings

#### VI. PROGRAM DELIVERABLES

Applicant must be capable of meeting each of the Readiness grant deliverables below:

- a. Demonstrate on-going commitment of administrative, nursing and physician leadership support for the Readiness Grant.
- b. Designate a Project Manager who will be the primary point of contact for the Grantee.
- c. Participate in New Grantee Orientation Webinar scheduled and conducted by SORH.
- d. Participate in quarterly meetings scheduled and conducted by SORH.
- e. Prepare and submit quarterly invoices and reports utilizing reporting formats provided by SORH.
- f. Maintain on-going communication and be responsive to additional requests and requirements as directed by SORH during the funding period.

#### VII. SUBMISSION GUIDELINES

##### A. APPLICATION SUBMISSION

All documents **MUST** be submitted electronically to [RFGA.PACE@dch.ga.gov](mailto:RFGA.PACE@dch.ga.gov). and **MUST BE RECEIVED** by **11:59 PM, Monday, June 10, 2024**. Please do not include the names of DCH staff or the names from other organizations in the e-mail with the submittal of an application. **If so, the application will be considered as disqualified. If the application is incomplete or non-responsive to submission requirements, it will not be**

**considered for the review process.** The Applicant will be notified by e-mail if the application did not meet submission requirements.

Applications submitted in response to this RFGA will receive an automated reply acknowledging the receipt of the application.

The following is a list of the required documents to be submitted electronically in response to the PACE Operational Readiness Grant:

1. Project Abstract
2. Project Narrative
3. Organizational Narrative
4. Certified Financial Audit Report
5. Appendix A: DCH Grant Application Form
6. Appendix B: Statement of Ethics (*Signature Page must be submitted*)
7. Appendix C: Ethics in Procurement Policy (*Signature Page must be submitted*)
8. Appendix D: Business Associate Agreement (*Signature Page must be submitted*)
9. Appendix E: Budget Worksheet (Budget Justification **MUST** accompany this appendix)
10. Appendix F: Project Work Plan Template
11. Appendix G: Project Timeline Template
12. Appendix H: Pre-Operational Baseline Survey Template
13. Appendix I: Resource Document

Timely and complete submissions are the responsibility of the Applicant. All applications must be received via the e-mail address [RFGA.PACE@dch.ga.gov](mailto:RFGA.PACE@dch.ga.gov) no later than **Monday, June 10, 2024, 11:59 PM, closing date.** Applications may be submitted prior to the closing date and time of **Monday, June 10, 2024, 11:59 PM,** however all submissions are final.

**ALL LATE APPLICATIONS WILL BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION. PLEASE ALLOW AMPLE TIME TO SUBMIT APPLICATIONS PRIOR TO SUBMISSION DEADLINE.**

#### **Deadline for Submission of Questions**

Questions must be submitted electronically to [RFGA.PACE@dch.ga.gov](mailto:RFGA.PACE@dch.ga.gov) by **Wednesday, May 15, 2024, at 11:59 pm.** Responses to questions will be posted on the DCH website at [www.dch.georgia.gov/grant-announcements](http://www.dch.georgia.gov/grant-announcements), **SFY 2024 Grant Announcements by Friday, May 17, 2024.**

#### **Deadline for Submission of Applications**

APPLICATIONS MUST BE RECEIVED BY **Monday, June 10, 2024, by 11:59 PM.** In addition, the following factors may affect the funding decisions:

1. Availability of funds.
2. Relevance to program priorities.

#### **Addendums**

If applicable, revisions or changes to the RFGA will be communicated via an addendum posted to the DCH website at <https://dch.georgia.gov/grant-announcements> under Grant Announcements. It is recommended to periodically review the DCH website for any addendums. All addendums related to a specific RFGA should be signed indicating acknowledgement of the revision or change. **Failure to include all addendums related to a specific RFGA with the submittal of an application may disqualify an applicant from further consideration of a grant award.**

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**Program of All-Inclusive Care for the Elderly (PACE)  
Operational Readiness Grant**

**B. SUBMISSION FORMAT**

The Application should be submitted in the following format, or the application will be considered non-responsive and will not be submitted for the review process:

1. **Microsoft Word 2016** or more current version.
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 Abstract** should be double spaced and shall not exceed one (1) page.
6. **Project Narrative:**
  - a. The Project Narrative should be double spaced.
  - b. The Project Narrative shall not exceed a maximum of sixteen (16) pages. (Required financial reports will not count toward the page limit.)
7. **Organizational Narrative:**
  - a. The Organizational Narrative should be double spaced.
  - b. The Organizational Narrative shall not exceed a maximum of three (3) pages.
8. **Financial Assessment:**
  - a. Include the required financial statements.
  - b. The required financial statements will not count toward the page limit.
9. **Budget Worksheet and Budget Justification:**
  - a. The Budget Worksheet must be completed on Appendix E, Microsoft Excel worksheet.
  - b. The Budget Justification is limited to a maximum of four (4) pages. The spacing should be double spaced.
10. **Project Workplan and Project Timeline Templates**
  - a. The Project Workplan must be completed on Appendix F, fillable PDF Template.
  - b. The Project Timeline must be completed on Appendix G, fillable PDF Template.
11. **Pre-Operational Baseline Survey Template**
  - a. The Pre-Operational Baseline Survey must be completed on Appendix H, fillable PDF Template.
12. **Number and label** all pages; not to exceed the maximum number of pages where applicable.
13. **Headers** should identify each section and **Footers** should include: the name of the organization and page numbers.

## VIII. REQUIRED SELECTION CRITERIA

Upon successful completion of the Application review, an evaluation committee will convene to evaluate the merits of each proposal. Final recommendations from the evaluation committee may be presented to the Commissioner and the Commissioner may opt to have sole discretion to make the final awards.

## IX. APPLICATION GUIDANCE

**Applications are scored based on the distribution of points as outlined below:**

### A. PROJECT ABSTRACT – 25 POINTS

A Project Abstract is required for all applications. The Project Abstract must contain a summary of the proposed activity suitable for dissemination to the public. It should contain an overview of the proposal, including proposed location(s), and spending plans. This abstract must not include any proprietary/confidential information.

### B. PROJECT NARRATIVE - 625 POINTS

A Project Narrative is required for all applications. The Project Narrative should provide a comprehensive overview of all aspects of the RFGA proposal. It should be succinct, self-explanatory, and well organized. The Project Narrative must include the following sections:

#### ***Introduction - 150 POINTS***

This section should clearly describe the Applicant Organization (“AO”), its relationship with the community, services currently provided, and rationale for wanting to establish a PACE center.

Describe the AO to include the history, corporate structure, and oversight. Describe the relationship with the community including key partners and stakeholders, and how the AO supports local activities and engages local residents. Describe in detail the services provided by the AO and identify the current service area.

Briefly summarize the result of executive level discussions and meetings leading to the decision to establish a PACE center. Identify administrative and executive level staff participating in these discussions. Describe any actions taken to determine the feasibility of establishing a PACE center and/or the ability of the AO to meet the challenges for operational readiness. Include a proposal of the steps and actions to be taken during the funding period to achieve compliance with PACE application requirements if AO is awarded a PACE service area.

#### ***PACE Organization Physical Plant- 150 POINTS***

This section should clearly describe the proposed physical plant(s) that will serve as the PACE center, the hub for providing primary care, rehabilitation, social activities, and dining. For each proposed physical plant, the following elements must be included in this section:

- Proposed location(s) with physical description of the premises, intended use, past use (if any) and address.
- Information about property ownership (i.e., current ownership, documentation of willingness to rent or sell, proposed property ownerships, letters of intent from proposed partners).
- Physical plant(s) construction and/or renovations needed to provide PACE services at

the identified location(s).

***Administrative Letters of Support - 150 POINTS***

Provide a formal letter of support containing signatures of the AO's executive level leadership, such as Chief Executive Officer, Chief Financial Officer, Chief Medical Officer, Chief Nursing Officer, and Board Members. This letter should verify a firm commitment to the initiatives and funding proposals described within the application. This letter should also identify the Project Manager (to include name and position held) who will be responsible for managing the Readiness grant upon award.

In addition to the letter of support described above, the AO must submit two (2) additional letters from relevant community partners or stakeholders confirming a commitment to support the PACE organization. This could include, but is not limited to, dental practices, pharmacies, meal delivery services, area agencies on aging, social services, behavioral health services, or faith-based services.

***Proposed Use of Funds and Spending Plans - 150 POINTS***

This section should clearly describe the proposed use of funding requested through the RFGA. Each proposed initiative must address, and is restricted to, one or both areas listed below:

- Pre-operational staffing.
- Pre-operational consultants/consultative services.

Each proposed initiative identified in this section must be clearly described and explained within the proposal. The description of each individual initiative must follow the outline and include all required information listed below:

- a) Initiative name,
- b) Amount of funding to be applied,
- c) Identification of one or both areas listed above that will be addressed with this proposal,
- d) Clear description of the initiative, including proposed location, and,
- e) Explanation of how the proposed initiative aligns with PACE organization pre-operational requirements.

***Proposal Summary - 25 POINTS***

This section should serve as a summary of the *Project Narrative*. Include any additional information not addressed in previous sections of the *Project Narrative* that will support the proposals, and pre-operational spending plans. Summarize the *Project Narrative*, as a whole.

**C. ORGANIZATIONAL NARRATIVE - 25 POINTS**

The Applicant will provide:

1. A brief history of the current Applicant Organization, major accomplishments, any relevant experience and/or established relationships that may be important to carrying out the requirements of the Readiness grant which were not previously addressed in the *Project Narrative*.
2. An organizational chart that illustrates the hierarchy of roles and responsibilities of the current Applicant Organization.
3. A proposed organizational chart that illustrates the hierarchy of roles and responsibilities of the PACE organization as anticipated.



## D. FINANCIAL ASSESSMENT – 175 POINTS

The Applicant must provide:

- A copy of the Applicant Organization’s most recent year-to-date unaudited financial statement.
- Copies of independently certified audited financial statements of guarantors and lenders (organizations providing loans, lines of credit, or other similar financing arrangements excluding banks).

## E. BUDGET WORKSHEET AND BUDGET JUSTIFICATION-50 POINTS

Instructions for completing the Budget Worksheet (Appendix E) and the required Budget Justification narrative are outlined below. Applicants must follow the directions as explained within these instructions.

### **Budget Worksheet (Appendix E) Instructions:**

- a) All anticipated expenses directly related to this proposal must be included on the Budget Worksheet.
- b) The Applicant may choose to include indirect costs in the funding request. Indirect costs represent the expenses of doing business which may not be easily itemized within the Budget Worksheet or Budget Justification. Indirect costs may be requested to cover expenses related to the general operation of the organization and the facilitation of the activities required by the Grant. For the purpose of providing the most efficient and effective use of Grant dollars, DCH limits indirect costs to ten (10) percent of the total award amount.
- c) Complete Worksheet header as instructed. Include Applicant Organization name and Point of Contact information. The total amount of funding available is identified in the Worksheet header.
- d) Each proposed initiative detailed in the *Proposed Use of Funds and Spending Plans* section of the Project Narrative must be listed and itemized in the Budget Worksheet.
- e) In Column “A” of the Worksheet, place the name of the initiative as it has been identified in the Project Narrative.
- d) In Column “B” of the Worksheet, itemize and describe each projected expenditure associated with the initiative identified in Column “A”.
- e) In Column “C” of the Worksheet, indicate the amount of funding requested for the associated line item indicated in Column “B”.
- f) Repeat the above instructions for each additional initiative included in the *Proposed Use of Funds and Spending Plans* section of the Project Narrative.
- f) The total amount of itemized funding requested at the bottom of Column “C” cannot exceed the total award amount of **\$500,000** as stated in the header of the Worksheet.

### **Budget Justification Instructions:**

A concise narrative labeled Budget Justification must follow the Budget Worksheet (Appendix E). The Budget Justification shall explain the purpose for each line item described in Column “B” of the Budget Worksheet. The Budget Justification should be presented in a narrative format that clearly matches, identifies, and explains each item listed in Column “B” for each initiative identified in Column “A”. The narrative should be clear, concise, and organized in the same order as the Budget Worksheet.

## **F. PROJECT WORKPLANS AND TIMELINES - 50 POINTS**

### ***Workplan***

Refer to Workplan Template (Appendix F). Follow the instructions provided on the template. This Workplan must match the *Proposed Use of Funds and Spending Plans* outlined in the *Project Narrative* and all activities or initiatives for which funding is requested should be included. Upon award of grant the Grantee may be required to provide a more detailed Workplan to include additional information associated with the proposed activities.

### ***Timeline***

Refer to the Timeline Template (Appendix G). Follow the instructions provided on the template. The Project Period for the Readiness grant will be twenty-four months. The month in which the project period begins will be determined when grants are awarded and executed. Therefore, the Timeline Worksheet outlines an unspecified twelve-month period. Applicants may complete two (2) Workplan pages if proposed initiatives exceed a twelve-month completion period. Upon award of the grant, the Grantee may be required to provide a more detailed timeline to include the actual month and year the identified activities will begin and end.

## **G. PRE-OPERATIONAL BASELINE SURVEY – 50 POINTS**

The Pre-Operational Baseline Survey is intended to further verify firm commitment and intent of the Applicant Organization for operational readiness. Upon award of grant, the Grantee may be required to update the survey prior to the end of the funding period. Refer to Pre-Operational Baseline Survey Template (Appendix H). Follow the instructions provided on the template.

## **X. 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.** DCH Grant Application Form.
- B.** Statement of Ethics (*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 Worksheet (*Budget Justification **MUST** accompany this appendix*).
- F.** Project Work Plan Template.
- G.** Project Timeline Template.
- H.** Pre-Operational Baseline Survey Template
- I.** Resource Document

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**DCH GRANT APPLICATION FORM**

**APPENDIX A**

<b>GEORGIA DEPARTMENT OF COMMUNITY HEALTH STATE OFFICE OF RURAL HEALTH DCH GRANT APPLICATION FORM</b>		
Please provide complete contact information for a minimum of three (3) officers within the organization. Mailing Address <u>MAY NOT</u> be a post office box.		
<b>Name of Grant:</b>		
<b>APPLICANT ORGANIZATION:</b>		
<b>Legal Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>Federal ID Number:</b>	<b>State Tax ID Number</b>	
<b>DIRECTOR OF APPLICANT ORGANIZATION</b>		
<b>Name/Title</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>FISCAL MANAGEMENT OFFICER OF APPLICANT ORGANIZATION</b>		
<b>Name/Title</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>OPERATING ORGANIZATION (If Different from Applicant's Organization)</b>		
<b>Name/Title:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>CONTACT PERSON FOR OPERATING ORGANIZATION (If Different from Director of Applicant's Organization)</b>		
<b>Name/Title:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION (If Different from Contact Person for Operating Organization)</b>		
<b>Name/Title:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

<b>GEORGIA DEPARTMENT OF COMMUNITY HEALTH STATE OFFICE OF RURAL HEALTH DCH GRANT APPLICATION FORM</b> <i>Please provide complete contact information of three (3) officers within the organization. Mailing address MAY NOT be a post office box.</i>		
<b>Amount Requested:</b>		<b>Type of Organization:</b>
<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 BEHALF OF THE APPLICANT'S ORGANIZATION.</b>		
<b>SIGNATURE:</b>	<b>TITLE:</b>	<b>DATE:</b>

## APPENDIX B

### STATEMENT OF ETHICS

#### PREAMBLE

The Department of Community Health has embraced a mission to improve the health of all Georgians through health benefits, systems development, and education. In accomplishing this mission, DCH employees 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:

- 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 DCH Inspector General and to the DCH 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, 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.

#### **11. Mandatory Reporting**

If I have knowledge of any ethics violation, I am aware that I am responsible for reporting such violation to the DCH Inspector General and the DCH Ethics Officer. My good faith reports will be free from retaliation. If I am a supervisor, I am aware that I am responsible for reporting such violation and for forwarding any such report from a member of my staff to the DCH Inspector General and the DCH Ethics Officer. As a supervisor, I am additionally responsible for ensuring that the employees who report to me are aware of and comply with the ethical standards and policies that are applicable to their positions.



**ACKNOWLEDGEMENT OF STATEMENT OF ETHICS**

**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:  GRANTEE  
 SUBGRANTEE

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**ETHICS IN PROCUREMENT POLICY**

**I. THE COMMITMENT**

The Department is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards, is fully compliant with all legal authority, and has the complete confidence and trust of the public it serves. To achieve these important public purposes, it is critical that current vendors and those making proposals to provide goods or services to the Department, as well as employees of the Department, members of the Board of Community Health, and independent contractors, consultants and temporary staffing agency employees currently on an assignment with DCH, have a clear understanding and an appreciation of, the DCH Ethics in Procurement Policy (the “Policy”).

**II. SCOPE**

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

**III. ETHICAL PROCUREMENT STANDARDS**

In order to maintain an ethical procurement process, DCH Workers and Vendors must act in accordance with the following standards:

**A. Fulfilling 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. Identifying and Resolving Conflicts of Interest**

Conflicts of interest shall be promptly identified and resolved early in the Procurement process. A “conflict of interest” exists when an individual possesses personal, financial or professional interests that compete, conflict or otherwise interfere with the individual’s actual or perceived ability to act in the best interests of the Department or carry out that individual’s duties in an impartial manner. A conflict-of-interest 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 family member of that individual, receives personal benefits as a result of the individual’s action, decision, or disclosure of Confidential Information in a Procurement.

**C. Avoiding the Appearance of Impropriety**

DCH Workers must take care to avoid any appearance of impropriety and must promptly 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. Maintaining Impartiality**

DCH Workers must maintain an impartial, arms' length relationship with anyone seeking to influence the outcome of a Procurement.

**E. Declining Gifts**

DCH Workers are prohibited at all times from soliciting, demanding, accepting, or agreeing to accept Gifts from Vendors, including Gifts from consultants, independent contractors or temporary staffing agency employees currently on assignment with DCH.

**F. Avoiding Misrepresentations**

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

**G. Obtaining Sufficient Authorization**

DCH Workers may not obligate the Department without having received prior authorization from an approved official. Engaging in such activity is a misrepresentation of authority. DCH Workers who are consultants, independent contractors or temporary staffing agency employees shall not represent themselves as having the authority of a DCH employee.

**H. Reporting Possible Conflicts of Interests**

DCH Workers and Vendors involved in Procurements must promptly report possible conflicts of interests to DCH in accordance with Section V "General Requirements" of the Policy.

A DCH Worker's failure to act in accordance with these standards, or failure to follow the guidelines set forth herein shall be grounds for disciplinary action, up to and including, termination of the working relationship with DCH. 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 include, but not be limited to, owners, employees, directors, officers, contractors, and consultants of a Vendor that directly or indirectly assist the Vendor in the preparation of response to a Procurement. For individual consultants, independent contractors and temporary staffing agency workers, the "Affiliate Vendor Team" includes the owners, employees, directors, officers, contractors and consultants of the company for whom the individual consultant, independent contractor or temporary staffing agency worker works.

“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. For all Procurements governed by the State Purchasing Act, O.C.G.A. §50-5-50 et seq., “Confidential Information” shall also include records related to the competitive bidding and proposal process which, if disclosed prior to the issuance of the public notice of intent to award would undermine the public purpose of obtaining the best value for the Department. Such records include, but are not limited to, cost estimates, bids, proposals, evaluation criteria, evaluations of Vendors’ bids/proposals, negotiation documents, offers and counteroffers, and records revealing preparation for the Procurement.

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

“DCH Worker” shall mean any person who works for the Department as an employee or as an independent contractor, consultant or temporary staffing agency employee on assignment with the Department, as well as members of the Board of Community Health.

“DOAS” shall mean the Georgia Department of Administrative Services.

“Evaluation Team” shall mean a designated group of DCH Workers who review, assess, and score documents submitted to the Department in response to a Procurement Solicitation. An Evaluation Team for a Staffing Recruitment includes the individuals responsible for reviewing resumes submitted in response to the Staffing Recruitment Solicitation, interviewing prospective staffing agency workers, and approving the selection of the individuals.

“Family Member” shall mean a spouse, adult living in the household of the DCH worker, and relatives of the DCH Worker, his or her spouse, or an adult living in the household of the DCH Worker. Relatives include the following: parent/stepparent, grandparent, child, grandchild, brother (full, half, step), sister (full, half, step), uncle, aunt, nephew, niece, and first cousin.

“Financial Interest” shall mean an ownership interest in assets or stocks of the Vendor, current employment with the Vendor, or prospective employment with the Vendor. “Financial Interest” does not include an ownership interest in a Vendor that is part of a widely held investment fund (such as a mutual fund, regulated investment company, common trust fund maintained by a bank or similar financial institution, pension or deferred compensation plan, or any other investment fund), if the individual has no ability to control the financial interests held by the fund AND (A) The fund is publicly traded or available; or (B) The assets of the fund are widely diversified, meaning it holds no more than 5% of the value of its portfolio in the securities of any one issuer, other than the U.S. Government, and no more than 20% in any particular economic or geographic sector.

“Gifts” shall mean anything of value, including but not limited to the following: goods, money, advances, personal services, entertainment, lodging, parking, real property or the use thereof, commissions, promises of future employment, stocks, bonds, notes or other investment interests in an entity, rights of action, intellectual property, gratuities, loans, extensions of credit, forgiveness of debts, memberships, subscriptions, travel or means of personal transportation, meals, tickets to events, charitable donations, refreshments, hospitality, and promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward a DCH Worker.

“Issuing Officer” shall mean the Procurement Professional designated in the Procurement Solicitation to be the Vendor’s only point of contact with the Department following the public advertisement of the Procurement Solicitation until such time as the results of the Procurement Solicitation are publicly announced or the Procurement Solicitation is cancelled. The Issuing Officer is responsible for managing all communication during this time period, including, but not limited to, answering Vendors’ questions,

contacting Vendors for clarification requests, negotiations, and contract discussions.

“Kickback” shall mean compensation of any kind directly or indirectly accepted by a DCH Worker from or on behalf of a Vendor seeking/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, gifts, employment opportunities for a DCH Worker or Family Member, commissions or credits. DCH Workers who are employed by a Vendor, such as consultants, independent contractors and temporary staffing agency workers, may receive payment from the Vendor associated with the work performed on a DCH assignment. However, any payment received by the consultant, independent contractor or staffing agency worker as a result of another DCH Worker’s services for the Department may be a prohibited kickback. For example, a consultant who owns a consulting company may receive compensation for his or her work on an assignment with DCH. However, if he or she employs an individual who then becomes a consultant for DCH, any mark-up or payment received as a result of the employee’s services for DCH shall be disclosed for evaluation by DCH and may be considered a kickback.

“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. A Procurement is not limited to, but specifically includes procurements which are either exempt or non-exempt either by statute or under DOAS rules, a procurement of professional services, a Staffing Recruitment and procurements under any other approved procurement vehicle.

“Procurement Manual” shall mean the most current version of the Georgia Procurement Manual released by DOAS.

“Procurement Professional” shall mean the Department’s Office of Procurement Services (OPS) staff member assigned to and responsible for managing the Procurement process, including, but not limited to, needs identification and fact-finding, market research, requests for information, development of requirements and specifications, determination of the Procurement strategy and management of the Procurement solicitation, evaluations and awards. The Procurement Professional is charged with adhering to the highest ethical standards and ensuring that Procurements are executed in a fair and impartial manner, consistent with applicable laws, rules and regulations, which may include the Georgia Procurement Manual (GPM), the Georgia State Purchasing Act and Department procurement policies.

“Procurement Solicitation” shall mean the Department’s solicitation of offers from Vendors for the needed supplies, services, or construction. Procurement Solicitation shall include, but not be limited to, requests for quotes, requests for qualified contractors, requests for proposals, requests for approvals, requests for pre-qualifications, reverse auctions, and any other approved solicitation method.

“Prohibited Contact” applies only to a Procurement subject to DOAS rules and refers to a Vendor’s contact with DCH Workers other than through the Issuing Officer after the public advertisement of a Procurement Solicitation and until such time as the results of the Procurement Solicitation are publicly announced or the Procurement Solicitation is cancelled. During that time period, “Prohibited Contact” shall mean contact with any DCH Worker, other than the Issuing Officer, 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 Solicitation. 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 DCH Worker to direct contact with a Vendor.

This prohibition does not include contacts with DCH Workers for the purpose of discussing existing on-going Department work which is unrelated to the subject of the Procurement Solicitation or existing consulting assignments. Inquiries regarding the status of a Procurement should always be directed to the Issuing Officer.

“Protest” shall mean a written objection by an interested party to Procurement 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/offeror who is aggrieved in connection with a Procurement Solicitation or intended or actual contract award and who files a Protest.

“Requirements Team” shall mean a designated group of DCH Workers who develop a Procurement Solicitation. A Requirements Team for the selection of professional services, consultant or temporary staffing agency employee includes the individuals responsible for drafting the request for such professional, consultant or staffer and approving the posting of the request. A DCH Worker is not a member of a Requirements Team simply because he or she identifies potential Vendors or meets with potential Vendors or current Vendors to discuss Departmental needs and review relevant information. A Requirements Team is formed once it is determined that a Procurement Solicitation or request for services is necessary to meet a Departmental need.

“Staffing Recruitment” shall mean a Procurement for the specific purpose of selecting temporary staffing agency employees in accordance with DOAS statewide contracts. “Staffing Recruitment Professional” shall mean the Department’s Office of Human Resources staff member assigned to and responsible for managing the Staffing Recruitment process. The Staffing Recruitment Professional is charged with adhering to the highest ethical standards and ensuring that Staffing Recruitments are executed in a fair and impartial manner, consistent with applicable laws, rules and regulations.

“Staffing Recruitment Solicitation” shall mean a Procurement Solicitation for the specific purpose soliciting offers as part of a Staffing Recruitment.

“Vendor” shall mean any individual or entity seeking to do business or doing business with the Department, including, without limitation, contractors, professionals, 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. A professional, consultant or temporary staffing agency and its employee who desires to be placed on an assignment with DCH is a Vendor. Once selected, the professional, consultant or temporary staffing agency employee remains a Vendor, but is also a DCH Worker.

## **V. General Requirements**

### *A. Responsibilities of Procurement Professionals, Staffing Recruitment Professionals and DCH Workers who are on a Requirements Team or Evaluation Team*

1. Procurement Professionals and Staffing Recruitment Professionals must ensure that DCH Workers 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. Requirements Team members are tasked with developing standards of work, Procurement Solicitations and related documents in an objective and impartial manner. Typically, a Procurement

Professional or Staffing Recruitment Professional facilitates the activities of a Requirements Team and a designated DCH Worker who is a Requirements Team member serves as the Head of the Requirements Team. Often, Requirements Team members are uniquely qualified to develop this material because of their experience with the industry. This experience may have been gained through employment or performance of services with Vendors. These Requirements Team members also maintain professional relationships that enable them to gather valuable information about current products and services. While participating on the Requirements Team, it is essential that Requirements Team members use their experiences and contacts solely to benefit the Department. They must place aside any personal and/or professional biases or prejudices that may exist when developing standards of work, Procurement Solicitations, and related documents. A DCH Worker serving on a Requirements Team must not allow the DCH Worker's or Family Member's personal or professional relationships (e.g., friendships, dating, prior or current employment) with employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the ability to prepare these Procurement Solicitations fairly and objectively in the interests of the Department. Such relationships may give rise to the appearance of, and/or create an actual conflict of interest and must be promptly disclosed in writing to the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Requirements Team prior to the DCH Worker's participation on the Requirements Team using the Attestation Form attached as Exhibit A to this Policy (or Exhibit C to this Policy for a Staffing Recruitment), or a similar form provided by the Ethics Officer.

3. The designated Procurement Professional or Staffing Recruitment Professional shall consult with the Ethics Officer before making a determination as to whether a DCH Worker who has made any written disclosures on the Attestation Form or for whom there is a potential conflict of interest is permitted to participate on the Requirements Team. The Ethics Officer will make a determination as to whether an actual conflict or appearance of a conflict exists and will notify the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Requirements Team. The Ethics Officer may recommend actions that are necessary to assure the objectivity and fairness of the Procurement Solicitation and to prevent the appearance of a conflict of interest. If an actual conflict or appearance of conflict exists, it is the responsibility of the designated Procurement Professional or Staffing Recruitment Professional to exclude the individual from the Requirements Team or prepare a written description of the actions that will be taken to "cure" the conflict and assure the objectivity and fairness of the Procurement Solicitation. The designated Procurement Professional or Staffing Recruitment Professional shall maintain this written description of actions and ensure compliance with its terms. In some cases, disclosure of the conflict may be sufficient to "cure" the conflict.
4. 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. A DCH Worker serving on an Evaluation Team must not allow the DCH Worker's or DCH Worker's Family Member's personal or professional relationships (i.e., friendships, dating, prior or current employment) with employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the rendering of fair and objective determinations. Such relationships may give rise to the appearance of, and/or create an actual conflict of interest and must be promptly disclosed in writing to the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Evaluation Team prior to the Worker's participation on the Evaluation Team using the Attestation Form attached as Exhibit B to this Policy (or Exhibit C to this Policy for a Staffing Recruitment), or a similar form provided by the Ethics Officer.
5. The designated Procurement Professional or Staffing Recruitment Professional shall consult with the Ethics Officer before making a determination as to whether a DCH Worker who has made any

written disclosures on the Attestation Form or for whom there is a potential conflict of interest is permitted to participate on the Evaluation Team. The Ethics Officer will make a determination as to whether an actual conflict or appearance of a conflict exists and will notify the designated Procurement Professional or Staffing Recruitment Professional and the Head of the Evaluation Team. The Ethics Officer may recommend actions that are necessary to assure the objectivity and fairness of the Evaluation and to prevent the appearance of a conflict of interest. If an actual conflict or appearance of conflict exists, it is the responsibility of the designated Procurement Professional or Staffing Recruitment Professional to exclude the individual from the Evaluation Team or prepare a written description of the actions that will be taken to “cure” the conflict and assure the objectivity and fairness of the Evaluation. The designated Procurement Professional or Staffing Recruitment Professional shall maintain this written description of actions and ensure compliance with its terms. In some cases, disclosure of the conflict may be sufficient to “cure” the conflict.

6. In the event that the Department determines that a conflict of interest does exist and a DCH Worker on a Requirements Team or Evaluation Team failed to make the appropriate disclosure, the Department will evaluate whether the conflict is of sufficient magnitude to disqualify the DCH Worker from further participation on the Requirements Team and/or the Evaluation Team. Furthermore, in the event that the Department determines that the conflict of interest did negatively impact the final Procurement Solicitation or the outcome of a Procurement, such DCH Worker may be subject to disciplinary action, up to and including termination of employment.
7. In the event the Department becomes aware that a DCH Worker maintains a relationship of any sort that may be a conflict of interest or may have the appearance of a conflict of interest with respect to a Procurement, the designated Procurement Professional or Staffing Recruitment Professional shall consult with the Ethics Officer, after which the Ethics Officer will make a determination as to whether an actual conflict or appearance of a conflict exists. Based on that determination and the impact of the conflict or the appearance of a conflict, the Ethics Officer may recommend actions that are necessary to cure the conflict or the appearance of a conflict. If an actual or appearance of a conflict exists, it is the responsibility of the designated Procurement Professional or Staffing Recruitment Professional to take appropriate action, up to and including the disallowance of the DCH Worker’s participation in any Procurement activities.
8. Prior to participating on a Requirements Team or an Evaluation Team, each DCH Worker (including the Head of the Requirements Team and Head of the Evaluation Team) and the designated Procurement Professional or Staffing Recruitment Professional must execute the appropriate Attestation Form in Exhibit A or B to this Policy (or Exhibit C to this Policy for a Staffing Recruitment).

*B. Responsibilities of DCH Workers who are not on a Requirements Team or Evaluation Team*

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

*C. Responsibilities of DCH Workers who are also Vendors*

A DCH Worker who is a consultant or temporary staffing agency employee on an assignment with DCH is also a Vendor. Consultants or temporary staffing agency employees shall provide professional, objective, and impartial advice and services, and at all times hold the Department’s



interest's paramount, without any consideration for future work for themselves or members of the Vendor Affiliate Team. In addition to the general obligations of a DCH Worker and Vendor, such individuals shall do the following in order for the Department to identify potential or perceived conflicts of interest that may impact procurements:

1. Disclose to the supervising DCH employee and Director of Human Resources every current and former employer.
2. Disclose to the supervising DCH employee and Director of Human Resources the name of every current DCH Worker with whom the individual or the individual's Family Member has a current or pre-existing personal or professional relationship.
3. Disclose to the supervising DCH employee and Director of Human Resources any project for another client that may give rise to an actual or perceived conflict of interest.
4. Appropriately identify him or herself as an employee of the entity that actually pays his or her compensation and state that he or she is on a contract assignment with DCH.
5. Ensure that he or she only performs work that is within the scope of the current assignment.
6. Coordinate with the supervising DCH employee to ensure that his or her level of access to Confidential Information is limited to the scope of the current assignment.

B. *DOAS rules applicable*

DOAS rules and regulations may apply to a Procurement, which DOAS rules and regulations may also be applicable to conflicts of interest and may be more restrictive than the provisions of this Policy. It is the responsibility of all DCH Workers to comply with DOAS rules and regulations, when applicable.

## VI. **VENDOR RESPONSIBILITIES**

A. *Gifts and Kick-Backs*

Vendors may neither offer nor give any Gift or Kick-backs, directly or indirectly, to a DCH Worker. Similarly, no Vendor may offer or give any Gift or Kick-backs, directly or indirectly, to any member of a DCH Worker's 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 DCH Workers*

If a Vendor has a family or personal relationship with a DCH Worker, a Gift that is unconnected with the DCH Worker'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 DCH Worker shall be considered. However, regardless of the family or personal relationship between a Vendor and a DCH Worker, 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 DCH Worker in the performance of his or her official duties.

C. *Vendor Submittals*

The Department expects all Vendors to be forthcoming, always submitting true and accurate

information in response to a Procurement Solicitation 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 the Georgia Procurement 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 a DCH Worker 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 Georgia Procurement Manual or applicable Department policy.

E. *Prohibited Contact*

The Vendor is precluded from engaging in Prohibited Contact upon the release of a Procurement Solicitation or posting of a request for consulting or temporary staffing services, during the evaluation process, and any time prior to the Department's public announcement of the results of the Procurement Solicitation, filling of the temporary position, or the Department's cancellation of the Procurement Solicitation.

## VII. USE OF CONFIDENTIAL INFORMATION

DCH Workers will not use Confidential Information for their own advantage or profit, nor will they disclose Confidential Information to any potential Vendor or to any unauthorized recipient. DCH Workers will comply with all confidentiality requirements set forth in DCH policies and applicable law.

## VIII. ADDRESSING VIOLATIONS

A. *The Process*

All DCH Workers are responsible for bringing violations to the attention of the Issuing Officer under Procurement protocols, the Procurement Professional or the Staffing Recruitment Professional or to a supervisor/manager if the affected DCH Worker is not a part of the Procurement. The supervisor/manager and/or the designated Procurement Professional or Staffing Recruitment Professional shall promptly report such violation to the Ethics Officer. If for any reason it is not appropriate to report a violation to the DCH Worker's immediate supervisor or the designated Procurement Professional or Staffing Recruitment Professional, DCH Workers will report such violations or concerns to the Ethics Officer or the Office of Inspector General. Procurement Professionals, Staffing Recruitment Professionals and managers are required to report suspected ethics violations to the Ethics Officer and the Office of Inspector General, who have specific responsibility for investigating all reported

violations.

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 or Inspector General will notify the DCH Worker making the report of the suspected violation of receipt of such report. 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. Good faith reporting of suspected policy violations by others shall not jeopardize a DCH Worker's employment with the Department. However, 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 DCH Workers are expected to cooperate in the investigation of such violations. Failure to cooperate in an investigation may result in disciplinary action, up to and including termination from employment.

**ACKNOWLEDGEMENT OF STATEMENT OF ETHICS IN PROCUREMENT POLICY**

**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 in Procurement Policy*
- I agree to comply with each provision of the Georgia Department of Community Health *Statement of Ethics in Procurement Policy*
- I am a:  GRANTEE  
 SUBGRANTEE

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**APPENDIX D**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this \_\_\_\_ day of \_\_\_\_\_, 2024 (hereinafter the “Effective Date”) is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH”) and [INSERT CONTRACTOR NAME] (hereinafter referred to as “Contractor”) as **Appendix D to Contract XXXX** between DCH and Contractor dated \_\_\_\_\_ “Contract”). (hereinafter referred to as the

**WHEREAS**, DCH is a hybrid entity, as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and is required by HIPAA to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services on behalf of or in support of health care components of DCH, which functions, activities or services involve the use of Protected Health Information as defined by HIPAA (“PHI”);

**WHEREAS**, Contractor, under the Contract provides 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 have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and Security Rule.” If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term “NIST Baseline Controls” means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DCH. Furthermore, except as otherwise limited in this Agreement, Contractor may:
  - A. Use PHI for internal quality control and auditing purposes.
  - B. Use or disclose PHI as Required by Law.
  - C. After providing written notification to DCH’s Office of Inspector General, use PHI to make a report to a health oversight agency authorized by law to investigate DCH (or otherwise oversee

the conduct or conditions of the DCH) about any DCH conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j)(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to DCH's Office of Inspector General if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate DCH.

- D.** Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DCH that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
- 3.** Contractor represents and warrants that only individuals designated by title or name on Appendices D-1 and D-2 will request PHI from DCH or access DCH PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
- 4.** Contractor represents and warrants that the individuals listed by title on Appendix D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Appendix D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Appendix D-1 are impermissible.
- 5.** Contractor represents and warrants that the individuals listed by name on Appendix D-2 require access to a DCH information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Appendix D-2 immediately, but at least within 24 hours of any change in the need for DCH information system access by any individual listed on Appendix D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
- 6.** Contractor agrees that it is a Business Associate to DCH as a result of the Contract and represents and warrants to DCH that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further represents and warrants to DCH that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules that apply to Business Associates, including, but not limited to policies and procedures addressing HIPAA's requirements that Business Associates use, request and disclose only the minimum amount of PHI necessary to perform their services, and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates and will continue to maintain and update such policies and procedures. These policies and procedures, and evidence of their implementation, shall be provided to DCH upon request.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DCH:                   HIPAA Privacy and Security Specialist  
                                  Office of General Counsel  
                                  [hipaa@dch.ga.gov](mailto:hipaa@dch.ga.gov)

                                  Agency Information Security Director  
                                  [dchois@dch.ga.gov](mailto:dchois@dch.ga.gov)

B. [INSERT CONTACT INFORMATION HERE]

**8. Contractor further agrees that it will:**

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DCH has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DCH. Such safeguards must include all NIST Baseline Controls, unless DCH has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, Contractor shall include access controls that restrict access to PHI to the individuals listed on D-1 and D-2, as amended from time to time, shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DCH's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DCH PHI, provide the results of such assessments to DCH, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

restoration when the use or disclosure results in exposure of information commonly used in identity theft.

- G.** Maintain a business associate agreement with its agents or subcontractors to whom it provides PHI, in accordance with which such agents or subcontractors are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and 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 and the Contract.
- H.** Report to DCH any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware.
- I.** Make an initial report to the DCH in writing in such form as DCH may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

  - i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident.
  - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved).
  - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result.
  - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents.
  - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
  - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DCH HIPAA Privacy and Security Officer or the DCH Information Security Officer, Contractor agrees to make a complete report to the DCH in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the DCH, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DCH within five (5) business days of DCH’s request for proof of implementation.



**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

- J.** Report to the DCH HIPAA Privacy and Security Officer and the DCH Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor’s information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the DCH in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DCH’s approval of Contractor’s corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DCH.
- K.** Upon DCH’s reasonable request and not more frequently than once per quarter, report to the DCH Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor’s information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, “pings,” or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
- L.** Cooperate with DCH and provide assistance necessary for DCH to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DCH in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DCH, including cooperation with DCH privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DCH determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor’s impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DCH, after the notifications are approved by the DCH. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DCH determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DCH HIPAA Privacy and Security Officer a list of Individuals and a copy of the template

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DCH's approval of the notification letter.

- N.** Make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of DCH. Contractor also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
- O.** In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, Contractor shall, within five (5) business days following DCH's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DCH, provide DCH access to the PHI in an individual's Designated Record Set. However, if requested by DCH, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's 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 the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** 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 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DCH, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DCH HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DCH. If requested by DCH, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the DCH upon request.
- R.** In addition to any indemnification provisions in the Contract, indemnify the DCH from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DCH.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

**9. DCH agrees that it will:**

- A. Notify Contractor of any new limitation in the applicable 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. Notify Contractor of any change in, or revocation of, authorization 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. 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.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DCH agrees to contact Contractor to determine feasibility of compliance. DCH agrees to assume all costs incurred by Contractor in compliance with such special requests.

**10. The Term of this Agreement** shall be effective on the Effective Date 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 of this Agreement by Contractor, DCH shall either:
  - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DCH.
  - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
  - iii. If neither termination nor cure is feasible, DCH shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**B. Effect of Termination.**

- i. Upon termination of this Agreement, for any reason, DCH and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DCH and obtain instructions from DCH for either the return or destruction of the PHI.
- ii. 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 actions as DCH may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

**11. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DCH and Contractor to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security 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 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 the HIPAA Privacy Rule.

**12. No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

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

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**ACKNOWLEDGEMENT OF BUSINESS ASSOCIATE AGREEMENT**

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

- I have received, read, and understand the Georgia Department of Community Health *Business Associate Agreement*.
- I agree to comply with each provision of the Georgia Department of Community Health *Business Associate Agreement*
- I am a:  GRANTEE  
 SUBGRANTEE

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**APPENDIX D-1**

**List of Individuals Permitted to Receive, Use and Disclose DCH PHI**

The following Position Titles, as employees and/or representatives of Contractor, need access to DCH Protected Health Information in order for Contractor to perform the services described in the Contract:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Transfers of PHI must comply with DCH Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DCH:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DCH Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DCH. Use of DCH Protected Health Information by individuals who are not described on this Appendix D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Appendix D-1 as needed and provide the updated form to DCH.

DCH Project Leader Contact Information:        [INSERT HERE]

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
STATE OFFICE OF RURAL HEALTH**

**APPENDIX D-2**

**Part 1:**

Please initial beside the correct option. Please select only one option.

\_\_\_\_\_ Contractor DOES NOT need any user accounts to access DCH Information Systems. Do not complete Part 2 of this form.

\_\_\_\_\_ Contractor DOES need user accounts to access DCH Information Systems. Please complete Part 2 of this form.

**Part 2:**

Please complete the table below if you indicate that Contractor DOES need any user accounts to access DCH Information Systems. Please attach additional pages if needed.

**List of Individuals Authorized to Access a DCH Information System Containing PHI**

The following individuals, as employees and/or representatives of Contractor, need access to DCH Information Systems containing DCH Protected Health Information in order for Contractor to perform the services described in the Contract:

<b>Full Name</b>	<b>Employer</b>	<b>DCH Information System</b>	<b>Type of Access (Read only? Write?)</b>

The DCH Project Leader must submit a completed DCH Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DCH Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DCH Access Control Coordinator (dchois@dch.ga.gov and helpdesk@dch.ga.gov) immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Appendix D-2 as needed and provide the updated form to DCH.

DCH Project Leader Contact Information:        [INSERT HERE]

**APPENDIX E**

**PACE Operational Readiness Grant  
BUDGET WORKSHEET**

**Applicant Organization:**

**Point of Contact :** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**TOTAL FUNDS AVAILABLE:** **\$500,000**

COLUMN A	COLUMN B	COLUMN C
INITIATIVE NAME	LINE ITEM DESCRIPTION	AMOUNT REQUESTED
<b>TOTAL AMOUNT REQUESTED:</b>		



GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
**PROJECT WORK PLAN TEMPLATE**

**APPENDIX F**

<b>APPLICANT ORGANIZATION:</b>			<b>POINT OF CONTACT:</b>	<b>PHONE:</b>
<b>RFGA:</b> <b>PACE OPERATIONAL READINESS GRANT</b>	<b>GRANT NUMBER: To Be Determined Upon Award</b>	<b>FUNDING PERIOD: State Fiscal Year 2024 Funding</b>		<b>AWARD AMOUNT: Up to \$500,000</b>
<p>The Workplan <b>MUST</b> match the Proposed Use of Funds and Spending Plans outlined in the Project Narrative. In the columns below, "Proposed Activities" refers to the initiatives described in the Project Narrative.</p> <p>INSTRUCTIONS: For <b>each</b> proposed activity identified in the Project Narrative, include the proposed start and end dates. Identify the primary objective(s) necessary to meet the goal of the activity. State the action to be taken to meet the deliverables, and the person responsible for ensuring objectives and deliverables are met. The work plan should follow a logical progression. Objectives should correlate to a deliverable and an action item for achieving deliverable(s). The work plan <b>MUST</b> identify a person responsible for achieving and facilitating the deliverable and action item. The anticipated outcome should be clearly articulated and relate to the objective(s), deliverable(s) and action item(s).</p>				
Proposed Activities Start Date: Mm/Yr	Proposed Activities End Date: Mm/Yr	Proposed Activities Objective(s):	Deliverable(s): Action Item(s): Person Responsible:	Anticipated Outcome(s):
			Deliverable(s):  Action Item(s):  Person Responsible:	Anticipated Outcomes:
			Deliverable(s):  Action Item(s):  Person Responsible:	Anticipated Outcomes:
			Deliverable(s):  Action Item(s):  Person Responsible:	Anticipated Outcomes:

GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
**PROJECT TIMELINE TEMPLATE**

**APPENDIX G**

<b>APPLICANT ORGANIZATION:</b>		<b>POINT OF CONTACT:</b>			<b>PHONE:</b>			
<b>RFGA: PACE OPERATIONAL READINESS GRANT</b>		<b>GRANT NUMBER: To Be Determined Upon Award</b>		<b>FUNDING PERIOD: State Fiscal Year 2024 Funding</b>			<b>AWARD AMOUNT: up to \$500,000</b>	

**INSTRUCTIONS:** The timeline below indicates a 12-month project period. For each proposed activity identified in the work plan, identify the activity, the month in which the proposed work will begin, and the month in which the proposed work will end. Place an "X" in the boxes below to indicate **all** months in which the work will occur for each listed activity.

The timeline 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 funding cycle.

**NOTE: Applicants may complete two (2) Workplan pages denoting a 24-month project period, if needed.**

ACTIVITY/DELIVERABLE:	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12

GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
 STATE OFFICE OF RURAL HEALTH  
**PRE-OPERATIONAL BASELINE SURVEY**

The purpose of the Pre-Operational Baseline Survey is to further verify a firm commitment and intent of the Applicant Organization (AO) to complete and submit the full PACE application required by the Centers for Medicare and Medicaid Services (CMS) prior to the end of the grant program funding period.

INSTRUCTIONS: For each item listed under the *Area of Preliminary Plans*, check the appropriate response option specific to the status of the identified area as of the submission of this Request for Grant Application. No additional explanation or comments are requested.

Area of Preliminary Plans	Done or Complete	In Progress or Pending	Not Yet Started or Developed
<p><u>Program Director:</u>                      Has the AO identified the Program Director who will provide oversight and administration of the future PACE center consistent with the requirements of 42 CFR §460.60?</p>			
<p><u>Medical Director:</u>                      Has the AO identified the Medical Director responsible for the delivery of participant care, clinical outcomes and implementation and oversight of the quality improvement program at the future PACE center consistent with the requirements of 42 CFR §460.60?</p>			
<p><u>Governing Body:</u>                      Has the AO identified a governing body such as a board of directors or a designated person functioning as such who will provide oversight and authority of the future PACE center consistent with the requirements of 42 CFR §460.62?</p>			

<p><u>Preliminary Plan to Furnish Care:</u> Does the AO have a preliminary written plan to furnish care that meets the needs of each participant that will be enrolled in the future PACE center consistent with the requirements of 42 CFR §460.98 and §460.102?</p>			
<p><u>Service Area:</u> Has the AO conducted adequate analysis or evaluation to define the proposed geographic area that will be served consistent with the requirements of 42 CFR §460.70 and §460.98?</p>			
<p><u>Interdisciplinary Team:</u> Does the AO have a preliminary plan to support interdisciplinary team composition and operations consistent with the requirements of 42 CFR §460.102? This team is composed of at least a primary care provider, registered nurse, master's level social worker, physical therapist, occupational therapist, recreational therapist or activity coordinator, dietician, PACE center manager, home care coordinator, personal care attendant or representative, driver, or representative as specified in §460.102(b).</p>			
<p><u>Dietary:</u> Does the AO have a preliminary plan for the provision of meals for participants enrolled in the future PACE center that will meet the participant's daily nutritional and special dietary needs consistent with the requirements of 42 CFR §460.78?</p>			
<p><u>Transportation:</u> Does the AO have a preliminary plan to provide safe and accessible transportation consistent with the requirements of 42 CFR §460.76?</p>			

## Resource Document

### Deciding to Apply

The following information is provided to assist *Program of All-Inclusive Care for the Elderly (PACE) Operational Readiness Grant* applicants in preparing the Request for Grant Application (RFGA). To prevent being overwhelmed by the application, it is strongly recommended that potential applicants review this Resource Document before beginning the application process.

Applicants interested in applying to this RFGA should FIRST review pages 3-5 of the RFGA and answer three questions:

1. *Is this opportunity a good fit for my organization?*
2. *Does my organization qualify to apply for these funds?*
3. *Is my organization familiar with PACE and fully committed to submit an application to become a PACE organization in Georgia by the end of the designated funding period?*

Once the decision to apply has been made:

- Review the **Program Deliverables** on page 4 to understand what will be required of your organization if selected for the grant award.
- Review the **Submission Guidelines** carefully, paying attention to the **DEADLINE** for submission of the application. The deadline is firm and clearly stated throughout the RFGA. Applications received after the deadline will NOT be considered for the review process.

### Questions About the RFGA

Questions about the RFGA or the application process must be submitted in writing through the e-mail address provided in the RFGA. Employees of the Department of Community Health (DCH) or the State Office of Rural Health (SORH) cannot answer questions or assist with the preparation of the application. The deadline to submit questions is provided in the RFGA. Questions and responses will be posted on the DCH website, so please monitor the website for questions, responses, and any new or updated information related to the RFGA.

### Preparing Your Application

The *most helpful advice* for preparing your application is:

1. Read the application thoroughly.
2. Follow the instructions.
3. Include all required information.

Note the point value assigned to each section of the application. Points are awarded based on responsiveness to the information requested. Provide the requested information in an organized manner and in the same order as outlined within the guidance.

The **Submission Format** is included in the Submission Guidelines. Follow all instructions for the format. Ensure to pay attention to font, font size, spacing, page limits, headers and footers.

The **Application Guidance** provides the details for creating your application. The Application Guidance clearly explains what information is required to be included in **Sections A through G** of the application.

**Section A, Project Abstract:** This section of the RFGA serves as a summary of your proposed activities. Follow the instructions provided.

**Section B, Project Narrative:** This section of the RFGA is divided into subsections. Each subsection has an identified point value, with a collective total of 625 points for the Project Narrative. Read and follow the instructions for *each* subsection carefully and ensure to include *all* information outlined in the subsection guidance.

**Section C, Organizational Narrative:** This section of the RFGA is intended to describe the Applicant Organization and provide an understanding of the organizational hierarchy. Follow the instructions provided and ensure to include all information requested.

**Section D, Financial Assessment:** This section is intended to allow the Applicant Organization to verify financial stability and preparedness to serve as a PACE Organization in Georgia. Ensure to include copies of all requested documents. These documents will not count against the page limit.

**Section E, Budget Worksheet and Budget Justification** must be completed as instructed specific to the *Proposed Use of Funds and Spending Plans* described in Section B, Project Narrative. The funding amount for which you are requesting on your Budget Worksheet is identified within the RFGA. Do not budget for an amount higher or lower than the identified available funding.

A narrative Budget Justification is expected to be included in the application as a required component of Section E. The purpose of the Budget Justification is to clearly explain the line-item descriptions for the funding you have requested in your Budget Worksheet. Ensure the narrative Budget Justification includes an explanation of each line-item description for all projects/initiatives included in your Budget Worksheet.

### **Section F, Project Workplans and Timelines**

The Work Plan describes and explains how you plan to accomplish the start-to-finish steps for each proposed project or initiative. The work plan must match the proposed use of funds and spending plans outlined in the Project Narrative. Follow the instructions on Appendix F, Project Work Plan Template, and ensure to include all requested information for each proposed activity.

The Timeline is a companion document to the Work Plan and serves as a graphic representation of the time it will take to accomplish each activity described in the Work Plan. Follow the instructions on Appendix G, Project Timeline Template, and ensure to include all requested information for each proposed activity.

**NOTE:** Organizations are allowed up to 24 months to complete the tasks identified in the application. If needed, applicants should complete two (2) pages for Appendix G, Project Timeline Template, to identify activities that will occur during a 24-month period.

## **Section G, Pre-Operational Baseline Survey**

The Pre-Operational Baseline Survey is intended to further verify a firm commitment, preparation, and planning by the Applicant Organization to complete and submit a full PACE application by the end of the grant funding period. Follow the instructions provided on the Pre-Operational Baseline Survey Template (Appendix H) and indicate the status of each area of preliminary planning as it exists upon submission of the Request for Grant Application.

## **Section X, Appendices**

All appendices are required. Some appendices include one or more signature pages that must be signed by an authorized official. Review all documents and ensure they are completed, signed, and returned as directed, and included with your application packet. Incomplete, unsigned, or missing documents could result in disqualification of your application.

### **Assembling Your Application for Submission**

After completing the application, it is strongly recommended that you and your team review the application in its entirety *more than once*. Compare the contents of your application against the guidance provided in the RFGA to ensure you have completed all sections of the application and included all required information. Assemble the application documents **in the exact order** as outlined in the RFGA. Confirm all pages of your application and all required worksheets and other appendices are included, clear, and legible.

A cover page is *not* required for the application. However, it is recommended to include a cover page, which will provide a more professional appearance for your application. If choosing to include a cover page, include the full name of the RFGA to which you are applying, the full name and address of the applicant organization, and the name, e-mail address, and telephone number of a point of contact for the application. (Adding a picture of the applicant organization facility would enhance the cover page even more!)

Once the application is completely reviewed and assembled, scan the entire document into a single PDF file for submission. Review the PDF thoroughly to ensure each page has been captured in the PDF and no pages, worksheets, or any required appendices are missing. Missing documents may reduce the score, so ensure your application has been scanned completely and in the exact order as outlined in the RFGA.

### **Submitting Your Application**

Submit your application electronically to the e-mail address provided in the RFGA. The application **MUST** be received by the deadline. It is strongly recommended that you submit your application well in advance of the deadline, allowing time to troubleshoot any technical difficulties that may arise. **DO NOT** include DCH staff, SORH staff, or other individuals in the e-mail with the submittal of the application. Including others in the e-mail when submitting your application may cause the application to be disqualified.

**NOTE:** This resource document is intended to provide assistance, suggestions, and recommendations as you prepare an application for the *Program of All-Inclusive Care for the Elderly (PACE) Operational Readiness Grant* Request for Grant Application. This document is not all-inclusive and does not supersede the instructions provided in the RFGA.

## ***Request for Grant Application Tip Sheet***

The following is a list of tips and suggestions for strengthening applications submitted in response to ***a Request for Grant Application (RFGA)*** offered through the Georgia Department of Community Health:

- ***Review the RFGA to determine if it meets your organization's needs before deciding to apply.***  
Ensure to look closely at the anticipated award amount, funding period, program overview and program deliverables to ensure it meets your needs and your organization has the capacity to manage the funding and deliverables.
- ***Read the RFGA completely before you begin.***  
It's important to understand exactly what the RFGA requires to be included in the application. Often, RFGAs will request data or other information that may require research by the applicant. This information should be up to date and factual, so be prepared to do some research and ensure to address all required areas of the RFGA.
- ***Read the RFGA to be aware of all deadlines.***  
It's important to be aware of all deadlines highlighted in the RFGA. These deadlines include the following: questions and answers and closing date and time. Responses provided to the questions submitted by the deadline may provide the clarity needed to successfully complete the application. In addition, applications not received by the closing date and time, will be considered non-responsive and not considered for grant award.
- ***Consider assembling a small internal team to assist with the application.***  
Successful applicants frequently assemble an internal team of 2 - 4 staff to assist with developing various sections of the application, gathering data or other necessary information, and sharing ideas and perspectives.
- ***Give yourself plenty of time.***  
Take advantage of the full posting period to respond to the RFGA. Once you've decided to apply, don't delay developing your application. Rushing through the process often results in poorly addressed or overlooked areas of the application which impacts your overall score during the evaluation phase of the project.
- ***Follow the instructions!***  
It is imperative to follow the instructions exactly as outlined in the RFGA. Include **ALL** requested information and address **ALL** areas of the RFGA. Please ensure all required documents are



completed and signed. If any required area of the application does not apply to your organization, explain that within your narrative to ensure evaluators do not assume you omitted any section of the RFGA. Points are awarded via a standardized scoring tool, and all required areas must be addressed to ensure the highest point value possible.

- ***Organize your information as it is outlined in the application.***  
Assemble your information in the same order it appears in the RFGA instructions. This will ensure you address all areas and reduce the chance of omitting important information.
- ***Budget for the entire award amount.***  
Ensure to reflect the use of the entire anticipated award amount in your budget and budget justification sections of the RFGA. However, do not request grant funds in excess of the anticipated award amount. If your organization intends to apply additional funds to your RFGA project proposal, the Budget Template included in the RFGA will allow you to identify in-kind or cash contributions that will be applied to the total costs of your project.
- ***Ensure all requested information is included.***  
Missing information will result in a lower total score, so **do not** omit any information requested in the RFGA. The checklist provided within the RFGA should be completed and included as verification that all required documents are present.
- ***Assign one individual to be responsible for the final review and submission of the document.***  
Upon final review, applicants will often discover missing documents or information. To ensure nothing is missed, forgotten, or left unaddressed, it is **strongly recommended** that one individual be responsible for the final review of the RFGA as a whole before submitting the document to DCH. Also, check for grammar and spelling errors within the application.
- ***Organize all pages in the appropriate order and scan them in to one PDF document before submitting your application.***  
After confirming all information is complete and included, compile the information in the order outlined in the RFGA and scan into one (1) PDF document. This process will ensure that no section is omitted or received out of order and provides evaluators the best opportunity to review and score the application in the same order you intended it to be presented.
- ***Submit the RFGA at least 48 hours prior to the posted deadline.***  
To ensure you do not encounter any technical difficulties that may prevent a successful submission of your document, it is strongly recommended that you submit the completed document at least 48 hours prior to the posted deadline. This will allow you an opportunity to troubleshoot any difficulty you may encounter and ensure your application is received by the

deadline. Also, please submit your application only to the web address as indicated in the RFGA. This will ensure receipt of the application. **DO NOT WAIT UNTIL THE LAST MINUTE!**

Also, it is perfectly acceptable to consult with a professional outside of your organization to assist you with developing your RFGA. Most consultants will charge a fee for their services, so you may also consider assigning staff to attend grant writing workshops to be prepared to respond to the next grant opportunity that appeals to your organization.

Lastly, don't be discouraged if you do not receive the award after submitting an application. Grant opportunities are competitive, and many quality applications may be received in response to one award opportunity. Don't give up! The more applications you submit, the better your chances are of receiving an award.