



**GEORGIA DEPARTMENT
OF COMMUNITY HEALTH**

**OFFICE OF PROCUREMENT SERVICES
AND GRANTS ADMINISTRATION**

STATE OFFICE OF RURAL HEALTH

REQUEST FOR GRANT APPLICATION

**STATE FISCAL YEAR 2018
PATIENT CENTERED MEDICAL HOME (“PCMH”)
SUPPLEMENTAL FUNDING GRANT**

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

RELEASE DATE: THURSDAY, DECEMBER 14, 2017

CLOSING DATE: MONDAY, FEBRUARY 12, 2018, 3:00 PM

**POINT OF CONTACT: JOANNE MITCHELL, GRANTS MANAGER
GEORGIA DEPARTMENT OF COMMUNITY HEALTH
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**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FISCAL YEAR 2018 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT**

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I. BACKGROUND

The Georgia Department of Community Health (“DCH”) was created in 1999 by Senate Bill 241 and has the responsibility for insuring over two million people in the State of Georgia, maximizing the State’s health care purchasing power, coordinating health planning for State agencies and proposing cost-effective solutions for reducing the number of uninsured. DCH is one of Georgia’s four health agencies serving the state’s growing population of almost 10 million people. Responsible for a \$14 billion budget, DCH is one of the largest agencies in Georgia state government. Within DCH, the State Office of Rural Health (“SORH”) serves Georgians by improving access to health care in 121 rural counties with state and federal resources to develop long-term solutions to address healthcare delivery issues and improve health status.

A. PURPOSE

The purpose of the SFY 2018 Patient-Centered Medical Home (“PCMH”) Supplemental Funding Grant is to support rural primary care physician practices to improve quality of care and patients’ and providers’ experience of care through the National Committee for Quality Assurance (NCQA) PCMH health care delivery model.

PCMHs foster ongoing partnerships between patients and their personal clinicians. Each patient's care is overseen by clinician-led care teams who coordinate treatment across the health care system. Research shows that PCMHs lead to higher quality, lower costs, and improved patient and provider reported experiences of care.

The six (6) core concepts required to achieve recognition as a patient-centered medical home are:

1. **(TC) Team Based Care and Practice Organization** – The practice provides continuity of care, communicates roles and responsibilities of the medical home to patients/families/caregivers, and organizes and trains staff to work to the top of their license and provide effective team-based care.
2. **(KM) Knowing and Managing Your Patients** – The practice uses information about the patients and community it serves to deliver evidence-based care that supports population needs and provision of culturally and linguistically appropriate services.
3. **(AC) – Patient Centered Access and Continuity** – The practice provides 24/7 access to clinical advice and appropriate care facilitated by their designated clinician/care team, considers the needs and preferences of the patient population when modeling standards for access.
4. **(CM) Care Management and Support** – The practice systematically tracks tests, referrals and care transitions to achieve high quality care coordination, lower costs, improve patient safety and ensure effective communication with specialists and other providers in the medical neighborhood.
5. **(CC) Care Coordination and Care Transitions** – The practice systematically tracks tests and coordinates care across specialty care, facility-based care and community organizations.
6. **(OD) Performance Measurement and Quality Improvement** – The practice establishes a culture of data-driven performance improvement on clinical quality, efficiency and patient experience, and engages staff and patients/families/caregivers in quality improvement activities.

B. PROGRAM OVERVIEW

Patient Centered Medical Homes (PCMH) transform primary care practices into what patients want: health care that focuses on them and their needs. PCMHs get to know patients in long-term partnerships, rather than through hurried, sporadic visits. They make treatment decisions with their patients based on patient preference and help patients become engaged in their own health behaviors and health care. Everyone in the practice works as a team to coordinate care from other providers and community resources.

A growing body of evidence documents the many benefits of medical homes, including better quality, patient experience, continuity, prevention and disease management. Studies show lower costs from reduced emergency department (ED) visits and hospital admissions, reduced disparities in care and lower rates of provider burnout. PCMH's power to improve the quality, cost and experience of primary care only sets a foundation for the broad change our health care system needs. Medical homes are the foundation for a health care system that achieves the "Triple Aim" of better quality, experience and cost.

The redesigned NCQA PCMH Standards and Guidelines 2017 Edition updates are geared to accomplish the following:

1. Drive achievement of the triple aim.
2. Focus on outcomes instead of processes.
3. Accommodate a spectrum of practices (e.g., small vs. large).
4. Detect true practice transformation.

C. ANTICIPATED AWARD AMOUNT

Through this funding opportunity, DCH, SORH will award \$150,000.00 to support eligible rural primary care physician practices to achieve NCQA PCMH recognition, with eligible practitioners able to request \$15,000.00 in supplemental funds. Following the DCH Request for Grant Applications (Competitive Grant) process; ten (10) qualifying rural physician practices will receive direct grants of \$15,000.00 awarded to the top ten (10) Grantees.

D. ELIGIBILITY AND FUNDING PREFERENCE

Eligible providers – Eligible providers or practices are defined as:

1. Physician practice located within counties designated as rural in the Rural Hospital Organization Assistance Act of 2017 or a county with a critical access hospital– (**List of eligible counties on page 11**).
2. Primary care physician practice types – General Practice, Family Practice, Internal Medicine, Pediatrician, Obstetrician/Gynecologist
3. Only providers with single-site practices will be considered. A clinic that is part of a multi-clinic tax ID and structure is eligible to apply if the primary care physician applying for the grant is practicing 100% of the time at a single clinic location (single physical address) within an eligible county.
4. Small rural primary care physician practices, group practices, or individual providers are eligible for submission. Only one (1) Grant award per address will be approved.

NOTE: Federally Qualified HealthCare Centers ("FQHC") are **not eligible** to participate in this funding opportunity.

E. MATCH AND COST SHARING

Matching funds are not required for this Grant. There are no funding preferences.

F. PROGRAM DELIVERABLES

1. To be considered for the SFY 2018 PCMH Supplemental Funding Grant opportunity the applicant must pursue recognition through the nationally recognized Patient Centered Medical Home Program (PCMH) - National Committee for Quality Assurance (NCQA). The supplemental program will distribute the grant funds based solely on the attainment of 2017 NCQA PCMH recognition. If NCQA recognition is not attained by June 30, 2018, the grant funds are forfeited.

Upon execution of the Grant award, the GRANTEE will submit an updated PCMH transformation plan and timeline for achieving PCMH standards compliance.

Grantee will submit confirmation of NCQA Recognition Status and a final progress report to include:

- Summary of activities; and
- Challenges and Lessons Learned.

II. SUBMISSION GUIDELINES

A. APPLICATION SUBMISSION

Submission requires that documents **MUST** be submitted electronically to RFGA.Patient2@dch.ga.gov and **MUST BE RECEIVED BY 3:00 PM, MONDAY, FEBRUARY 12, 2018**. The electronic submissions will be the official proposal submittal. Submission also requires remittance of two (2) hard copy proposals, bound and tabbed with one (1) marked “Original” with original signatures and two (2) flash/thumb drives of the proposal. The hard copy application submissions must be delivered via USPS, Fed Ex, DHL, UPS etc., hand delivered or couriered no later than 3:00 PM, MONDAY, FEBRUARY 12, 2018. If the application is incomplete or non-responsive to submission requirements, it will not be entered into the review process. The applicant will be notified by e-mail that the application did not meet submission requirements.

Timely and complete submissions are the responsibility of the applicant(s). All proposals that meet the threshold of **850 points** will be ranked based on the date and time of receipt. The Department of Community Health (“DCH”) welcomes completed submissions prior to the **Monday, February 12, 2018**, closing date, however all submissions are final. **ALL LATE APPLICATIONS (HARD COPY AND ELECTRONIC) WILL BE CONSIDERED NON-RESPONSIVE TO SUBMISSION REQUIREMENTS.**

Mailing and Electronic Address for Application Submission

Joanne Mitchell, Grants Manager
Georgia Department of Community Health
RE: Patient Centered Medical Home Supplemental Grant
2 Peachtree Street, NW, 35th Floor

Atlanta, Georgia 30303-3159
E-mail: RFGA.Patient2@dch.ga.gov

Deadline for Submission of Questions

Questions must be submitted electronically to RFGA.Patient2@dch.ga.gov by **Thursday December 28, 2017**. Responses to questions will be posted within five (5) business days from closing date.

Deadline for Submission

APPLICATIONS (electronic and hard copies) MUST BE RECEIVED BY:

Monday, February 12, 2017, by 3:00pm

In addition, the following factors may affect the funding decisions:

**Availability of funds
Relevance to program priorities**

B. SUBMISSION FORMAT

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

1. **PDF** file format;
2. **Font Size:** 12 point un-reduced (Arial or Times New Roman);
3. **Page Size:** 8.5 by 11 inches;
4. **Page Margin Size:** One inch;
5. **Project Abstract** should be single spaced and shall not exceed 1 page;
6. **Project Narrative:**
 - a. The Project Narrative consists of the following components detailed as follows:
 - i. The name of the physician office Certified Electronic Health Record (EHR) – and attest that all eligible clinicians are utilizing the EHR;
 - ii. External facilitator to support the primary care practice’s transformation
 - iii. Evidence of the physician’s commitment via enrollment in the NCQA PCMH program through the Quality Performance Assessment Support System (Q-PASS) and a copy of the license agreement
 - iv. Document the practice’s initial PCMH transformation plan as documented on Appendix F, Project Work Plan Template and Appendix G Project Timeline Template.

7. **Organizational Narrative:**
 - a. The Organizational Narrative should be double spaced.
 - b. The Organizational Narrative shall not exceed a maximum of 2 pages (if the narrative exceeds the page limit, only the first pages which are within the page limit will be reviewed).
8. **Budget Worksheet and Budget Justification:**
 - a. The Budget must be completed on Appendix E.
 - b. The budget justification is limited to a maximum of 1 page (if the budget narrative exceeds the page limit, only the first page will be reviewed). The spacing should be doubled spaced.
9. **Number and Label** all pages; not to exceed the maximum number of pages where applicable.
10. **Headers should** identify each section and **Footers should** include: the name of the organization and page numbers.
11. **All** required forms and content **MUST** be submitted **HARD COPY** and **ELECTRONICALLY** in the order and format in this solicitation.

III. REQUIRED SELECTION CRITERIA

Upon successful completion of the Application Review, an evaluation committee will convene to evaluate the merits of each proposal. The proposal will be evaluated based upon the applicants that meet the threshold of **850** points and ranked by the date and time received in addition to the following proposal elements:

A. PROJECT ABSTRACT (50 Pts)

A Project Abstract is required for all application forms. The Project Abstract must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed. It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This abstract must not include any proprietary/confidential information.

B. PROJECT NARRATIVE (850 Pts)

A Pass/Fail Evaluation will be utilized for all mandatory requirements. Please review the RFGA carefully and respond as directed.

1. The Project Narrative should be double spaced.
2. The Project Narrative shall not exceed a maximum of 3 pages (not including the Readiness Assessment).
3. The Project Narrative consists of the following 4 required components:

- a. Identify the Certified Electronic Health Record used by the practice and attestation statement regarding all clinicians utilizing Certified Electronic Health Record (250 pts)
- b. Confirmation of the external facilitator to support the primary care practice's transformation (100 pts)
- c. Evidence of the physician's commitment via enrollment in the NCQA PCMH program through the Quality Performance Assessment Support System (Q-PASS) – (Proof of Commitment; a copy of the Initial Recognition Fee payment) (200 pts)
- d. Document the practice's initial PCMH transformation plan (300 pts)

Criteria for successful application - The applicant **MUST** provide the following information within their **Project Narrative**:

1. Certified Electronic Health Record

The physician practice's ability to run population management lists/registries, measure quality, and implement evidence-based guidelines is an important aspect to PCMH. Each applicant **MUST** indicate the use of an Electronic Health Record ("EHR") recognized on the Certified Health Information Technology ("IT") list. The Certified Health Information Technology Product List ("CHPL") is a comprehensive and authoritative listing of all certified Health IT which has been successfully tested and certified in the Office of the National Coordinator for Health Information Technology ("ONC") Health IT Certification Program. The CHPL can be accessed via the following link: <http://chpl.healthit.gov>. Each applicant **MUST** indicate that all clinicians share and use in the same way, a practice management system, registry, or an EHR to document patient care for administration and billing.

2. External Facilitation

A growing body of evidence supports practice facilitation as an effective strategy to improve primary health care processes and outcomes, including the delivery of wellness and preventive services, through the creation of an ongoing, trusting relationship between an external facilitator and a primary care practice. Practice facilitation is a supportive service provided to a primary care practice by a trained individual or team of individuals. These individuals use a range of organizational development, project management, quality improvement ("QI"), and practice improvement approaches and methods to build the internal capacity of a practice to help it engage in improvement activities over time and support it in reaching incremental and transformative improvement goals. This support may be provided onsite, virtually (through phone conferences and webinars), or through a combination of onsite and virtual visits. Each applicant must identify the entity or individual providing practice facilitation and provide evidence of engagement (such as a memorandum of agreement or contract)

Approved individuals/entities include:

- a. NCQA PCMH Certified Content Experts ("CCE") Consultant, Coach or practice redesign facilitator;
- b. Nationally recognized initiatives; such as Transforming Clinical Practice Initiative ("TCPI"), Rural Accountable Care Organization ("ACO"), Quality Improvement Organization/Quality Improvement Network;

- c. Physician Professional Association sponsored initiatives; and
- d. Payor-sponsored PCMH technical assistance program.

3. Proof of Commitment

Once the practice site has self-determined readiness, the practice commits to transformation by enrolling in NCQA Quality Performance Assessment Support System (Q-PASS) by paying NCQA the enrollment fee based on Single-Site Pricing fee schedule. Within Q-PASS, users will set up practice sites and provide information on the clinicians associated with the site(s). A copy of the paid NCQA Recognition Fee is required as proof of payment/commitment.

4. Transformation Plan

The practice must provide Appendix F, Project Work Plan, and Appendix G, Project Timeline as documentation of the organization's approach to the achievement of the six PCMH concepts within the program standards.

C. ORGANIZATIONAL NARRATIVE (50 Pts)

This section describes the lead applicant, the network and its members. The following should be addressed in this section:

1. Provide a brief overview of the physician practice; describe the transformation team and the specific roles for each member of the care team.
2. Information on the individual who will serve as the project director (or interim) and will be responsible for project monitoring and for ensuring the Grant activities are carried out.
3. Provide and submit documentation of the lead applicant's legal identity as a for-profit, nonprofit or public entity.
4. Provide an organizational chart that illustrates the hierarchy of roles and responsibilities of the organization as it pertains to the staff/team affiliated with the proposed project.

D. BUDGET WORKSHEET AND BUDGET JUSTIFICATION (50Pts)

1. All anticipated expenses and funding sources directly related to this project, including in-kind contributions, should be calculated and completed on the included Budget Worksheet (Appendix E).
2. A concise narrative labeled Budget Justification must follow the Budget Worksheet (Appendix E). The budget worksheet and budget forms will not be counted toward the narrative page limit. Note, that both documents must be placed immediately after the Organizational Narrative in the applicant's proposal submission and should not exceed justified budget narrative that is consistent with the purpose and objectives. Describe the financial resources needed over the duration of the project period and include the share requested from this Grant as well as funds from other sources, including organizations, institutions. Describe any in-kind sources of support.
3. Indirect cost: Indirect costs represent the expenses of doing business that are not readily identified within the budget submission (Appendix E.), but are necessary for

the general operation of the organization and the facilitation of the activities required by the Grant. For the purpose of providing the most efficient and effective use of Grant dollars, DCH limits the application of indirect costs to 9.27 percent.

IV. LIST OF ELIGIBLE COUNTIES

List of Eligible Counties

COUNTY - RURAL			
Appling	Echols	Macon	Tattnall
Atkinson	Effingham	Madison	Taylor
Bacon	Elbert	Marion	Telfair
Baker	Emanuel	McDuffie	Terrell
Baldwin	Evans	McIntosh	Thomas
Banks	Fannin	Meriwether	Tift
Ben Hill	Franklin	Miller	Toombs
Berrien	Gilmer	Mitchell	Towns
Bleckley	Glascocock	Monroe	Treutlen
Brantley	Grady	Montgomery	Turner
Brooks	Greene	Morgan	Twiggs
Bryan	Habersham	Murray	Union
Burke	Hancock	Oconee	Upton
Butts	Haralson	Oglethorpe	Ware
Calhoun	Harris	Peach	Warren
Camden	Hart	Pickens	Washington
Candler	Heard	Pierce	Wayne
Charlton	Irwin	Pike	Webster
Chattahoochee	Jasper	Polk	Wheeler
Chattooga	Jeff Davis	Pulaski	White
Clay	Jefferson	Putnam	Wilcox
Clinch	Jenkins	Quitman	Wilkes
Coffee	Johnson	Rabun	Wilkinson
Colquitt	Jones	Randolph	Worth
Cook	Lamar	Schley	
Crawford	Lanier	Seminole	
Crisp	Laurens	Screven	
Dade	Lee	Stephens	
Dawson	Liberty	Stewart	
Decatur	Lincoln	Sumter	
Dodge	Long	Talbot	
Dooly	Lumpkin	Taliaferro	
Early			

V. VENDOR EXCLUSION

DCH shall conduct business only with responsible participants. Participants will be excluded from participating in DCH programs not as a penalty but rather to protect public funds and to ensure the integrity of publicly funded programs and public confidence in its programs.

DCH will obtain a list to include vendors who have been sanctioned for unethical behavior in their dealings with the Department to include behavior such as:

- Being convicted of a felony within the last 7 years;
- Misdemeanor conviction relating to health care fraud within the last 3 years;
- Conviction relating to obstruction of an investigation within the last 3 years;
- Exclusion or suspension under federal or state health care programs;
- Repeated instances of non-performance under previous Grant agreements. Non-Performance is defined as failing to successfully complete deliverables resulting in the Grant's termination or nonpayment of invoices;
- Fraudulently receiving funds from DCH to include falsifying invoices in order to receive payment for work not completed;
- Violating any state or Department policy with which the Grantee is required to comply;
- Collusion or collaboration with any bidder, proposer or applicant in the submission of any Grant application for the purpose of lessening or reducing competition; and
- Conviction on three (3) or more occasions of exclusion offenses. Permanent exclusion.
- Any other behavior the Department deems unethical.

Exclusion shall be concurrent with the period of debarment, suspension, or exclusion imposed by the federal or state government; however, DCH reserves the right to modify this term based on the nature and the seriousness of the wrongful act or omission warranting exclusion, the length of time since any wrongful act or omission warranting exclusion and the goals and purposes underlying the rule. In any case, exclusions shall be for not less than one (1) year and at least until all appropriated funds, costs, and penalties owed to DCH by the participant are paid in full, the participant provides supporting documentation that it is financially viable and the participant meets all applicable requirements in federal rules and laws.

Persons or Entities Excluded:

In addition to the excluded participants, exclusion applies to:

- All participants related parties, and the heirs and assigns of the participants and related parties.
- The participant's immediate family members will generally be excluded from participation in any entity to which the excluded participant was a related party, any successor entity or start up entity in the same or similar program.

VI. 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. Ethics Statement (*Signature Page must be submitted*);
- C. Ethics in Procurement Policy (*Signature Pages must be submitted*);
- D. Business Associate Agreement (*Signature Page must be submitted*);
- E. Budget Worksheet (*Budget Justification **MUST** accompany this appendix*);
- F. Project Work Plan Template; and
- G. Timeline Template.

APPENDIX A

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
STATE OFFICE OF RURAL HEALTH
DCH GRANT APPLICATION FORM**

Please provide complete contact information for a minimum of three (3) officers within the organization.
Mailing Address MAY NOT be a post office box.

Name of Grant:		
Applicant Organization:		
Legal Name		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Federal ID Number:	State Tax ID Number	
DIRECTOR OF APPLICANT ORGANIZATION		
Name/Title		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
FISCAL MANAGEMENT OFFICER OF APPLICANT ORGANIZATION		
Name/Title		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
OPERATING ORGANIZATION (If Different from Applicant Organization)		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-Mail:
CONTACT PERSON FOR OPERATING ORGANIZATION (If Different from Director Organization)		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	Fax:
CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION (If Different from Contact Person for Operating Organization)		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	Fax:

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
STATE OFFICE OF RURAL HEALTH
DCH GRANT APPLICATION FORM**

Please Provide complete contact information for a minimum of three (3) officers within the organization.
Mailing Address MAY NOT be a post office box.

Amount Requested:	Type of Organization: <input type="checkbox"/> Hospital <input type="checkbox"/> Physician <input type="checkbox"/> Primary Care <input type="checkbox"/> Clinic <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government Entity <input type="checkbox"/> Faith Community <input type="checkbox"/> Consortia of These
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I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE SUBMITTED THIS APPLICATION ON THE BEHALF OF THE APPLICANT ORGANIZATION.

SIGNATURE:	TITLE:	DATE:
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GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH

STATEMENT OF ETHICS

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

PREAMBLE

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

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

Not only should DCH employees comply with this Statement of Ethics, but DCH expects that each vendor, Grantee, contractor, and subcontractor will abide by the same requirements and guidelines delineated. Moreover, it is important that employees and members of any advisory committee or commission of DCH acknowledge the Statement of Ethics.

ETHICAL GUIDELINES

1. Code of Conduct

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

2. Equal Employment

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

3. Harassment

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

4. Appropriate Use of DCH Property

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

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

5. Secure Workplace

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

6. Political Activities

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

7. Confidentiality

DCH has a dual mandate in terms of confidentiality and privacy. Foremost, as a state agency, DCH must comply with the Georgia Open Records Act and Open Meetings Act. The general rule that is captured by those laws is that all business of the agency is open to the public view upon request. The exceptions to the general rule are found in various federal and state laws. In order to protect the individuals' health information that is vital to the delivery of and payment for health care services, DCH sets high standards of staff conduct related to confidentiality and privacy. Those standards are reinforced through continuous workforce training, vendor contract provisions, policies and procedures, and web-based resources.

8. Conflicts of Interest

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

9. Gifts

Employees are strictly prohibited from individually accepting gifts from any person with whom the employee interacts on official state business. Gifts include, but are not limited

to, money, services, loans, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. Any such item received must be returned to the sender with an explanation of DCH's Ethics Policy.

10. Relationships with Vendors and Lobbyists

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

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

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

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STATEMENT OF ETHICS AGREEMENT

DCH STATEMENT OF ETHICS ACKNOWLEDGEMENT BY SIGNING THIS AGREEMENT, I THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT:

- I have received, read, and understand the Georgia Department of Community Health Statement of Ethics;
- I agree to comply with each provision of the Georgia Department of Community Health Statement of Ethics;
- I am a: Member of the Board of the Department of Community Health
 Member/employee of advisory committee or commission
 Department Employee
 Vendor/Contractor/Subcontractor/Grantee

Signature

Date

Print Name

Print Supervisor's Name

Division/Section

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ETHICS IN PROCUREMENT POLICY

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

I. THE COMMITMENT

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

II. SCOPE

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

III. CONSIDERATIONS

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

A. Legitimate Business Needs

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

B. Conflicts of Interest

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

C. Appearance of Impropriety

Employees must take care to avoid any appearance of impropriety and must disclose to their supervisors any material transaction or relationship that reasonably

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could be expected to give rise to a conflict of interest. Similarly, anyone engaged in a business relationship with the Department should avoid any appearances of impropriety.

D. Influence

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

E. Gifts

DCH Employees are prohibited from soliciting, demanding, accepting, or agreeing to accept Gifts from a Vendor.

F. Misrepresentations

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

G. Insufficient Authorization

Employees may not obligate the Department without having received prior authorization from an approved official. Engaging in such activity is a misrepresentation of authority.

An Employee's failure to adhere to these considerations, as well as the guidelines set forth herein shall be grounds for disciplinary action, up to and including, termination. Similarly, a Vendor's failure to comply with this Policy will result in appropriate action as determined by governing state and/or federal law, rules and regulations, and other applicable Department policies and procedures.

IV. DEFINITIONS

For purposes of this policy:

“Affiliate Vendor Team” shall mean employees, directors, officers, contractors, and consultants of a Vendor that directly or indirectly assist the Vendor in the preparation of response to a Procurement.

“Confidential Information” shall mean all information not subject to disclosure pursuant to the Open Records Act, O.C.G.A. §50-18-70 et seq. that a current Vendor or potential

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

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

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

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

“Evaluation Team” shall mean a designated group of Department Employees who review, assess, and score documents submitted to the Department in response to a Procurement solicitation.

“Gifts” shall mean, for purposes of this Policy, money, advances, personal services, gratuities, loans, extensions of credit, forgiveness of debts, memberships, subscriptions, travel, meals, charitable donations, refreshments, hospitality, promises, discounts or forbearance that are not generally available to members of the public. A Gift need not be intended to influence or reward an Employee.

“Financial Interest” shall mean, for purposes of this Policy, an ownership interest in assets or stocks equaling or exceeding 0%.

“Immediate Family” shall mean a spouse, dependent children, parents, in-laws, or any person living in the household of the Employee.

“Kickback” shall mean compensation of any kind directly or indirectly accepted by an Employee from a Vendor competing for or doing business with the Department, for the purpose of influencing the award of a contract or the manner in which the Department conducts its business. Kickbacks include, but are not limited to, money, fees, commissions or credits.

“Procurement” shall mean buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. The term also includes all activities that pertain to obtaining any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, as well as the disposition of any Protest.

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“Protest” shall mean a written objection by an interested party to an RFQ or RFP solicitation, or to a proposed award or award of a contract, with the intention of receiving a remedial result.

“Protestor” shall mean an actual bidder/Grantee who is aggrieved in connection with a contract award and who files a Protest.

“Point of Contact” shall mean the individual designated to be a Vendor’s only contact with the DCH following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote, until the award of a resulting contract and resolution of a Protest, if applicable.

“Prohibited Contact” shall mean contact with any officer, member of the Board or other Employee of the DCH, other than the Point of Contact, whereby it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the outcome of a Procurement. This prohibition includes, without limitation, personal meetings, meals, entertainment functions, telephonic communications, letters, faxes and e-mails, as well as any other activity that exposes the Employee to direct contact with a Vendor. This prohibition does not include contacts with Employees solely for the purpose of discussing existing on-going Department work which is unrelated to the subject of the Procurement. Inquiries regarding the status of Procurement should also be directed to the Point of Contact.

“Vendor” shall mean any individual or entity seeking to or doing business with the Department within the scope of this Policy, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and Employees of the foregoing, any subcontractors, sub consultants and sub suppliers at all lower tiers, as well as any person or entity engaged by the Department to provide a good or service.

“DOAS Vendor Manual” shall mean the Georgia of Department of Administrative Services’ vendor manual.

V. EMPLOYEE RESPONSIBILITIES

A. Evaluation Team Members

1. The Contracting Officer must ensure that employees participating in any Procurement activities have sufficient understanding of the Procurement and evaluation process and the applicable DCH and DOAS rules and regulations and policies associated with the processes.

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2. Evaluation team members are tasked with conducting objective, impartial evaluations, and therefore, must place aside any personal and/or professional biases or prejudices that may exist. Additionally, Employees serving on an Evaluation Team must not allow personal relationships (i.e. friendships, dating) with Employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the ability to render objective and fair determinations. Such interference may constitute the appearance of, and/or an actual conflict of interest and should be immediately disclosed to the Contracting Officer prior to the Employee's participation on the evaluation team. The Contracting Officer shall consult with the Ethics Officer to make a determination as to whether the Employee should participate on the evaluation team.
3. In the event that the Department determines that a conflict of interest does exist and the Employee failed to make the appropriate disclosure, the Department will disqualify the Employee from further participation on the evaluation team. Furthermore, in the event that the Department determines that the conflict of interest did impact the outcome of a Procurement; such Employee may be subject to disciplinary action, up to and including termination.
4. In the event that the Department identifies that the employee maintains a relationship of any sort that lends to an appearance of a conflict of interest with respect to a Procurement, the Department may, in its discretion, take appropriate action to eliminate such an appearance, up to and including the disallowance of the Employee's participation in any Procurement activities. In such instances, the employee most likely will not be subject to disciplinary action.
5. Prior to participating on an evaluation team, each DCH Employee must execute a statement attesting and acknowledging that:
 - a. The Employee shall not participate in a decision or investigation, or render an approval, disapproval, or recommendation with respect to any aspect of a Procurement, knowing that the Employee, or member of their immediate family has an actual or potential Financial Interest in the Procurement, including prospective employment;

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- b. The Employee shall not solicit or accept Gifts, regardless of whether the intent is to influence purchasing decisions;
- c. The Employee shall not be employed by, or agree to work for, a Vendor or potential Vendor or Affiliate Vendor Team during any phase of a Procurement;
- d. The Employee shall not knowingly disclose Confidential Information;
- e. The Employee is precluded from engaging in Prohibited Contact upon the release of a Procurement solicitation, during the Evaluation Process, and throughout a Protest period, period of stay or court injunction related to procurement with which Employee was associated or at any time prior to the final adjudication of the Protest;
- f. The Employee is responsible for reporting any violations of this Policy in accordance with this Policy;
- g. The Employee will be responsible for complying with all DOAS rules and regulations, as well as Georgia law pertaining to procurements and conflicts of interest; and
- h. The Employee shall not assist a potential Vendor in the Procurement process in evaluating the solicitation, preparing a bid in response to the evaluation, or negotiating a contract with the Department. This prohibition shall not prohibit the Contracting Officer from carrying out his or her prescribed duties as allowed by DCH policy and procedures or the DOAS Vendor Manual.

B. *Responsibilities of Non-Evaluation Team Members*

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

VI. VENDOR RESPONSIBILITIES

A. *Gifts and Kick-Backs*

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Vendors may neither offer nor give any Gift or Kick-backs, directly or indirectly, to an Employee. Similarly, no Vendor may offer or give any Gift or Kick-backs, directly or indirectly, to any member of an Employee's Immediate Family. Such prohibited activity may result in the termination of the contract, in those cases where the Vendor has executed a contract with the Department. In the event that a potential Vendor who has submitted a response to a Procurement solicitation engages in such activity, the Department shall act in accordance with DOAS protocol.

B. *Family Relationships with Department Employees*

If a Vendor has a family or personal relationship with the Employee, a Gift that is unconnected with the Employee's duties at the DCH is not necessarily prohibited. In determining whether the giving of an item was motivated by personal rather than business concerns, the history of the relationship between the Vendor and Employee shall be considered. However, regardless of the family or personal relationship between a Vendor and an Employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the Employee in the performance of his or her official duties.

C. *Vendor Submittals*

The Department expects all potential Vendors and current Vendors to be forthcoming, always submitting true and accurate information in response to a Procurement or with regard to an existing business relationship. If the Department determines that the Vendor has intentionally omitted or failed to provide pertinent information and/or falsified or misrepresented material information submitted to the Department, the Department shall act in accordance with applicable state law and DOAS procurement policies and procedures.

Vendors must calculate the price(s) contained in any bid in accordance with Section 5.11 of the DOAS Vendor Manual.

D. *Business Relations*

A Vendor may not be allowed to conduct business with the Department for the following reasons:

1. Falsifying or misrepresenting any material information to the Department as set forth hereinabove;

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2. Conferring or offering to confer upon an Employee participating in a Procurement (which the entity has bid or intends to submit a bid) any Gift, gratuity, favor, or advantage, present or future; and
3. Any other reasons not explicitly set forth herein that are contained in the DOAS Vendor Manual.

VII. USE OF CONFIDENTIAL INFORMATION

Employees will not use Confidential Information for their own advantage or profit, nor will they disclose Confidential Information during Procurement to any potential Vendor or to any other unauthorized recipient outside DCH.

VIII. ADDRESSING VIOLATIONS

A. *The Process*

Adherence to this policy makes all DCH staff responsible for bringing violations to the attention of the Contracting Officer under Procurement protocols or to a supervisor/manager if the affected Employee is not a part of the Procurement. If for any reason it is not appropriate to report a violation to the Contracting Officer or the Employee's immediate supervisor, Employees will report such violations or concerns to the Ethics Officer. The Contracting Officer and managers are required to report suspected ethics violations to the Ethics Officer who has specific responsibility to investigate all reported violations.

Reporting suspected policy violations by others shall not jeopardize an Employee's tenure with the Department. Confirmed violations will result in appropriate disciplinary action, up to and including termination from employment. In some circumstances, criminal and civil penalties may be applicable.

The Ethics Officer will notify the employee making the report of the suspected violation of receipt of such report within five (5) business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

B. *Good Faith Filings*

Anyone filing a complaint concerning a violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed

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indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

C. *Confidentiality*

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Additionally, all Employees are expected to cooperate in the investigation of such violations. Failure to cooperate in an investigation may result in disciplinary action, up to and including termination from employment.

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

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

- Contractor
- Sub-Contractor
- Vendor

Company Name

Authorized Signature

Date

Print Name

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

NOTE: Carefully read, sign, and adhere to Appendix D, the Business Associate Agreement 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.

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this day of _____, 2017 (hereinafter the “Effective Date”) is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH”) and XX on behalf of itself and its affiliates (hereinafter referred to as “Contractor”) between DCH and Contractor dated XX (hereinafter referred to as the “Contract”).

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:

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- A. Use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor including but not limited to internal quality control, auditing purposes and data aggregation service relating to the Health Care operations of DCH.
 - B. Use or disclose PHI as Required by Law.
 - C. Contractor may de-identify PHI received or created by Contractor under this Agreement, all in accordance with the de-identification requirements of the Privacy and Security Rule.
 - D. Business Associate may use PHI for Research projects conducted by Business Associate, its affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Intuitional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.
 - E. 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.
 - F. 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 Attachments 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 Attachment D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment D-1 are impermissible.
 - 5. Contractor represents and warrants that the individuals listed by name on Attachment D-2 require access to a DCH information system in order to perform services under the Contract.

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Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Attachment 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 Attachment 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.
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

Sherman Harris
Agency Information Security Officer
sheharris@dch.ga.gov
404-656-9653
 - B. At Contractor: XX
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

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- 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 applicable HIPAA Privacy and Security 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 restoration when the use or disclosure results in exposure of information commonly used in identity theft.
 - G.** Maintain a business associate agreement or similar written 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 five (5) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

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- 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.

- 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 five (5) 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

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- 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 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.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FISCAL YEAR 2018 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT
BUSINESS ASSOCIATE AGREEMENT**

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

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
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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
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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.

(Signatures on following page)

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FISCAL YEAR 2018 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT
BUSINESS ASSOCIATE AGREEMENT**

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

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

NAME OF GRANTEE

BY: _____
SIGNATURE DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FISCAL YEAR 2018 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT
BUSINESS ASSOCIATE AGREEMENT**

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

ATTACHMENT 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:

- Contractor’s employees involved in account management, benefit administration, rebate administration, and customer service will have access to DCH’s PHI in accordance with the minimum necessary rule under HIPAA. In addition, all other employees of Contractor may from time to time have incidental access to DCH’s PHI in order to perform certain delegated services. Upon hire and annually thereafter, all Contractor employees receive HIPAA training and are obligated to sign a HIPAA Confidentiality Statement acknowledging that they will preserve and protect the confidentiality of all Protected Health Information in accordance with applicable law, as well as Contractor’s HIPAA Policies. In the event of any unauthorized use, access or disclosure of PHI that results in a breach as defined by the HIPAA privacy rules, Contractor is able to investigate such incident and identify any employees associated with said breach of DCH’s PHI. As part of Contractor’s HIPAA Policies any employees involved in such breach will be subject to disciplinary action, up to and including termination.

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 Attachment D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment D-1 as needed and provide the updated form to DCH.

DCH Project Leader Contact Information:

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FISCAL YEAR 2018 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT
BUSINESS ASSOCIATE AGREEMENT**

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ATTACHMENT 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 indicated 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:

Full Name	Employer	DCH Information System	Type of Access (Read only? Write?)

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 Attachment D-2 as needed and provide the updated form to DCH.

DCH Project Leader Contact Information:

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FISCAL YEAR 2018 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT
BUDGET WORKSHEET**

No portion of DCH Grant funding may be used for ANY expenditure(s) prior to the completion of a signed Grant Agreement with the Georgia Department of Community Health. A budget justification which explains each line expense must accompany the budget worksheet. * All consultant and subcontractors and expenses related to such must be identified. If a consultant or sub-contractor has yet to be determined, please explain the selection process and provide quotes.

CATEGORY			GRANT FUNDS REQUESTED	NON-GRANT FUNDED CONTRIBUTIONS		TOTAL REQUESTED
ADMINISTRATIVE SALARIES AND FRINGE				IN-KIND	CASH	
PERSONNEL-SALARIES	FRINGE	% OF TIME				
Position - Salary						
Position - Salary						
Position - Salary						
TRAVEL EXPENSES (All Travel must be in accordance with the State of Georgia travel policy which may be reviewed at www.sao.state.ga.gov)						
• Lodging						
• Meals						
• Mileage or Air Fare						
• Conferences						
OFFICE OPERATION EXPENSES (This is considered an indirect cost and is limited to 10% of the budget)						
• Facilities Rental/Mortgage						
• Telephone						
• Internet						
• Utilities						
• Office Supplies						
EQUIPMENT EXPENSES						
• Computers (hardware, software and network equipment)						
• Printers						
• Medical (Itemize in budget justification)						
ADMINISTRATIVE EXPENSES						
• Materials (This includes administrative, educational and clinical materials, itemize in budget justification)						
• Consultant Expenses*						
• Other Expenses**						
SUB – TOTAL(S)						
TOTAL FUNDING REQUEST						\$

NOTE: A budget justification which explains each line item expense must accompany the budget worksheet. *All consultants and sub-contractors and expenses related to such must be identified. If a consultant or sub-contract has yet to be determined please explain the selection process and provide quotes. **All expenses identified as other must be fully justified and explained in the budget narrative. Additionally if the Grantee has entered into a cost sharing arrangement this too must be reflected in the budget and detailed in the budget justification.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH
FISCAL YEAR 2018 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT**

PROJECT WORK PLAN TEMPLATE

ORGANIZATION:		POINT OF CONTACT:		PHONE:
GRANT PROGRAM:		GRANT NUMBER:	FUNDING PERIOD:	AWARD AMOUNT:
<p>Please be as specific and detailed as possible use additional sheet(s) if necessary. 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 MUST 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> <p>Quarterly reporting requires that the work plan be updated. The update MUST document, explain and reconcile all changes to the work plan to include: end date(s), deliverable(s), action item(s), person responsible and outcome(s). The updated work plan should document all success and/or failure as well as challenges in achievement of a deliverable. Discrepancies between anticipated outcomes and actual outcomes should be fully explained. Any additional action items taken as a result of any changes, challenges or failures should also be documented and explained.</p>				
Start Date: Mm/Yr	End Date: Mm/Yr	Objective(s):	Deliverable(s): Action Item(s): Person Responsible:	Anticipated Outcome(s): Actual Outcome(s): Additional Action Item(s):
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	
			Deliverable(s): Action Item(s): Person Responsible:	

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH

**FISCAL YEAR 2017 PATIENT CENTERED MEDICAL HOME SUPPLEMENTAL FUNDING GRANT
PROJECT TIMELINE TEMPLATE**

ORGANIZATION:				POINT OF CONTACT:				PHONE:				
GRANT PROGRAM:		GRANT NUMBER:		FUNDING PERIOD:				AWARD AMOUNT:				
<p>The work plan should follow a chronological progression and complement the project work plan. All activities/deliverables detailed in the work plan should be included on the timeline and listed chronologically in the manner of completion over the Grant cycle. Cells MUST be color coded and adjacent to that activity to indicate the start of the activity and the end of the activity.</p> <p>The first four lines are examples. Please delete the examples before entering your data.</p>												
ACTIVITY/DELIVERABLE:	APR '18	MAY '18	JUN '18	JUL '18	AUG '18	SEPT '18	OCT '18	NOV '18	DEC '18	JAN '19	FEB '19	MAR '19

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

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

Applicant Organization:

Contact Name:

Address:

City:

State:

ZIP Code:

Fax:

E-mail:

DO NOT COMPLETE SECTION BELOW.

Please place this check list on top of your application. This checklist will be returned to you and certifies that your application for the Patient Centered Medical Home Supplemental Funding Grant (PCMH) has been received by the Department of Community Health and includes the following requirements:

- Project Abstract
- Project Narrative
- Organizational Narrative
- Budget Worksheet and Budget Justification
- Appendix A: DCH Grant Application Form
- Appendix B: Ethics Statement (*Signature Page must be submitted*)
- Appendix C: Ethics in Procurement Policy (*Signature Pages must be submitted*)
- Appendix D: Business Associate Agreement (*Signature Page must be submitted*)
- Appendix E: Budget Worksheet (*Budget Justification MUST accompany this appendix*)
- Appendix F: Project Work Plan Template
- Appendix G: Project Timeline Template

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

Signature

Date