



**GEORGIA DEPARTMENT
OF COMMUNITY HEALTH**

REQUEST FOR GRANT APPLICATION (RFGA)

Grant Opportunity:	Rural Hospital Stabilization Grant Program (RHSGP) 2023
Anticipated Award Amount:	\$833,333.00, subject to the availability of appropriated funds
Managing Division:	State Office of Rural Health (SORH)
Number of Awards:	Up to Eight (8)
Funding Period:	One (1) Year
Release Date:	March 17, 2023
Closing Date:	May 15, 2023

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

**POINT OF CONTACT: JOANNE MITCHELL, GRANTS MANAGER
GEORGIA DEPARTMENT OF COMMUNITY HEALTH
OFFICE OF PROCUREMENT SERVICES
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ATLANTA, GEORGIA 30303-3159
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**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
STATE OFFICE OF RURAL HEALTH**

Rural Hospital Stabilization Grant Program - 2023

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

In 2014, the Rural Hospital Stabilization Committee (“Committee”) was appointed to evaluate hospital closures as well as the overall global issue of access to health care in rural areas. The final recommendations of the Committee led to the creation of the Rural Hospital Stabilization Grant Program (“Program”).

The overarching goal of the Program is to reduce the number of rural hospital closures in Georgia that may be a result of financial stress created by loss of market share, under-utilization or inappropriate utilization of services, or other variables that can be identified and addressed through a focused, intentional assessment and intervention.

Participation in the Program requires Grantees to utilize the “Hub and Spoke” model, which engages the community to examine existing resources, identify current needs, and determine the best use of funding to meet Program goals.

II. PROGRAM OVERVIEW

Funding provided by the Rural Hospital Stabilization Grant Program is intended to support initiatives designed to strengthen the Grantee Hospital’s financial base. These initiatives may address individual goals such as increasing market share, increasing appropriate utilization of existing services, establishing new and beneficial services, reducing out-migration, reducing ineffective or inefficient service lines, reducing financial waste, or improving relationships within the community. Funding may also be used to strengthen the operational foundation of the hospital, or to reduce existing debt.

To meet Program requirements established by the Rural Hospital Stabilization Committee, Applicants will be required to utilize the “Hub and Spoke” model framework and assemble a community stakeholder group which shall be identified within the completed application. (Refer to Appendix I, *Resource Document Section 1: Definitions, and Section 2: Hub and Spoke Model Framework Graphic*)

Applicants will also be required to identify a minimum of one (1) (maximum of three (3)) traditional Rural Hospital Stabilization projects designed to support the hospital’s financial base. Projects shall depict a design that would ensure patients are provided with the appropriate level of care in a timely manner, and at the most appropriate facility equipped to meet their medical needs. To support the “*Right Care, at the Right Time, and in the Right Setting*” philosophy of the Program, each identified project must meet one (1) or more of the Core Program goals identified below:

1. Increase market share

2. Increase access to primary care
3. Reduce potentially preventable readmissions
4. Reduce inappropriate utilization of the Emergency Department

In addition to the traditional project requirement, Applicants may choose to apply funding in two (2) optional spending components with the intent to strengthen the operational foundation of the hospital and/or to reduce existing debt. (Refer to Appendix I, *Resource Document Section 3: Spending Components*). These requirements and components may be waived under emergency circumstances as determined by the Commissioner.

III. SELECTION AND AWARD

The top responsive and responsible applicants receiving the highest total score and with whom the state entity is able to 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 based on scored points solely.

IV. ANTICIPATED AWARD AMOUNT

DCH, SORH will award at least \$833,333.00 for a one (1) year funding period to up to eight (8) selected Applicants for participation in the Rural Hospital Stabilization Grant Program 2023. All 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, the Applicant must:

- a. Be located within the counties designated as rural as defined in the Rural Hospital Organization Assistance Act of 2017 (please click on link below to see map of rural counties) <https://dch.georgia.gov/divisionsoffices/state-office-rural-health/sorh-maps-georgia> or a county with a critical access hospital;
- b. Be 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://www.sam.gov/SAM/>, <https://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies/state-suspended-and-debarred-suppliers>). This list is not all inclusive.
- c. Be listed on the Rural Hospital Tax Credit (RHTC) 2023 Ranking of Financial Need. (please click on the link below to access the list of RHTC 2023 Ranking of Financial Need) <https://dch.georgia.gov/programs/rural-hospital-tax-credit>

VI. PROGRAM DELIVERABLES

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

- a. Demonstrate on-going commitment of administrative, nursing and physician leadership support for the program.
- b. Identify a Physician Champion who will serve as the medical liaison for medical and business community stakeholders.
- c. Identify Community Stakeholders in compliance with the Hub and Spoke Model framework established by the Rural Hospital Stabilization Committee.
- d. Designate a Project Manager who will be the primary point of contact for the Grantee.
- e. Participate in New Grantee Orientation Webinar scheduled and conducted by SORH.
- f. Conduct a minimum of two (2) Community Engagement Meetings during the funding period.
- g. Participate in quarterly meetings scheduled and conducted by SORH.
- h. Prepare and submit quarterly invoices and reports utilizing reporting formats provided by SORH.

- i. Maintain on-going communication and be responsive to additional requests and requirements as directed by SORH during the funding period.
(Refer to *Resource Document Section 1: Definitions* for additional information specific to items “b”, “c”, “d”, and “f” above).

VII. SUBMISSION GUIDELINES

A. APPLICATION SUBMISSION

All documents MUST be submitted electronically to RuralHospStab.2023@dch.ga.gov and MUST BE RECEIVED by **3:00 PM, Monday, May 15, 2023**. Please do not include the names of DCH staff or the names from other organizations on 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.

The following is a list of the required documents to be submitted electronically in response to the RFGA for Rural Hospital Stabilization Grant Program 2023:

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

A checklist of the required documents above will be returned to the Applicant certifying that the application has been received by DCH.

Timely and complete submissions are the responsibility of the Applicant. All applications must be received via the e-mail address RuralHospStab.2023@dch.ga.gov, by no later than **Monday, May 15, 2023, 3:00 pm, closing date**. Applications may be submitted prior to the closing date and time of **Monday, May 15, 2023, 3:00 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.

A Request for Grant Application (RFGA) conference will be held on Thursday, March 30, 2023, Teams. This conference is optional to attend. Please visit the DCH website at www.dch.georgia.gov/grant-announcements two (2) days prior to the date of the conference for the scheduled time.

Deadline for Submission of Questions

Questions must be submitted electronically to RuralHospStab.2023@dch.ga.gov by **Thursday, April 6, 2023 at 3:00 pm**. Responses to questions will be posted on the DCH website at www.dch.georgia.gov/grant-announcements, **SFY2023 Grant Announcements by Thursday, April 13, 2023.**

Deadline for Submission of Applications

APPLICATIONS MUST BE RECEIVED BY **Monday, May 15, 2023**, by **3:00 pm**. In addition the following factors may affect the funding decisions:

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

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

Rural Hospital Stabilization Grant Program - 2023

B. SUBMISSION FORMAT

The Application **MUST** 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 1 page.
6. **Project Narrative:**
 - a. The Project Narrative should be double spaced.
 - b. The Project Narrative shall not exceed a maximum of 16 pages.
7. **Organizational Narrative:**
 - a. The Organizational Narrative should be double spaced.
 - b. The Organizational Narrative shall not exceed a maximum of 2 pages.
8. **Budget Worksheet and Budget Justification:**
 - a. The Budget Worksheet must be completed on Appendix E, a fillable Excel document, provided as separate document to this RFGA.
 - b. The Budget Justification is limited to a maximum of 4 page. The spacing should be double spaced.
9. **Project Workplan and Project Timeline Templates**
 - a. The Project Workplan Template must be completed on Appendix F, in Microsoft Word document provided as a separate document to this RFGA.
 - b. The Project Timeline Template must be completed on Appendix G, in Microsoft Word document provided as a separate document.
10. **Number and label** all pages; not to exceed the maximum number of pages where applicable.
11. **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 will be presented to the Commissioner and the Commissioner will have sole discretion to make the final awards.

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

A. PROJECT ABSTRACT - 50 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 a description of the project and spending plans, as well as the methods to be implemented and sustained to achieve grant Program goals. This abstract must not include any proprietary/confidential information.

B. PROJECT NARRATIVE - 350 POINTS

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 - 100 POINTS

This section should clearly describe the Applicant Hospital (“Hospital”) and its relationship with the community. Briefly describe the community to include the county population. Include any additional relevant county level data which would support this proposal. Describe the Hospital to include corporate structure (i.e., independent or part of a larger health system), oversight (i.e., Hospital Board, Hospital Authority, etc.), and service area/market share. Include the number of beds/staffed beds, number of intensive care unit beds (if applicable), number of emergency department beds, number of full-time employees, and any additional specialty services or unique service lines offered by the Hospital. Also, identify the Emergency Medical Services 9-1-1 provider for the county. Describe a minimum of three significant challenges impacting daily operations and/or financial stability for the Hospital and how Rural Hospital Stabilization Grant Program funding could be used to address those challenges.

Administrative Support - 35 POINTS

This section should demonstrate a firm commitment to the RHSGP. Provide affirmation of administrative commitment for the program to include a formal letter of support containing signatures of executive level leadership, such as Chief Executive Officer, Chief Financial Officer, Chief Medical Officer, Chief Nursing Officer, and Hospital Board Members. Identify the Project Manager, (to include name and position held) and the Physician Champion (to include field of practice and relationship to the Hospital) selected to serve as the liaison for this Program.

Internal Assessment of Need - 80 POINTS

This section should clearly describe the methodology used to complete a focused and intentional assessment of the Hospital’s needs to determine the best use of Rural Hospital Stabilization Grant funds. Describe and explain any internal processes used to monitor clinical and operational performance, effectiveness, and efficiency. List any standardized evaluation tools or systems routinely used by the Hospital to guide decision-making and changes within the organization. Describe strategic planning initiatives and how short-and-long term goals are identified and monitored. Explain how these internal processes or systems were used to select projects and develop spending plans for the proposed initiatives identified in this RFGA.

Projects and Spending Plans - 100 POINTS

This section should clearly describe the intended use of funding provided through the Rural

Hospital Stabilization Grant Program. Refer to *Resource Document Section 3: Spending Components* to develop this section of the RFGA. The following format should be used to detail

the projects and spending plans identified in this section:

1. Specific to mandatory **Spending Component 1: *Traditional Rural Hospital Stabilization Grant Program Projects*** as related to the *Purpose* description for this Spending Component, identify and describe a minimum of one (maximum of three) project(s) selected for funding through the Program. Each project selected must include:

- a) Project Name,
- b) Amount of funding to be applied to the project,
- c) Identification of one or more Core Goals that will be met with this project, (refer to *Resource Document Section 1: Definitions*, Core Goals)
- d) Description of the project,
- e) Benefit of the project to the Hospital and/or community, and,
- f) Sustainability plan for the project.

If the Hospital chooses to apply a percentage of Component 1 funding to support Project Manager compensation, the amount of funding for the Project Manager must be identified within this section.

Include the list of Community Stakeholders, as defined in *Resource Document Section 1: Definitions*, identified to participate in Community Engagement Meetings.

2. Applicants who choose to direct funding to optional **Spending Component 2: *Skills and Systems***, must describe the desired use of funds as related to the *Purpose* description for this Spending Component. This description must include:

- a) Amount of funding to be applied to this Component,
- b) An explanation of how the funds will be used, and,
- c) An explanation of how the use of funds as described will strengthen the operational foundation of the Hospital.

3. Applicants who choose to direct funding to optional **Spending Component 3: *Debt Avoidance*** must describe the desired use of funds as related to the *Purpose* description for this Spending Component. This description must include:

- d) Amount of funding to be applied to this Component,
- e) An explanation of how the funds will be used to reduce debt, and,
- f) An explanation of how debt reduction as described will strengthen the operational foundation of the Hospital.

Outcomes and Sustainability - 35 POINTS

This section should clearly describe the anticipated overall short-and-long-term benefit of the proposed initiatives described in this RFGA and 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 project and spending plans, benefit, and sustainability of the Program. Summarize the *Project Narrative*, as a whole.

C. ORGANIZATIONAL NARRATIVE - 50 POINTS

The Applicant will provide:

1. A brief history of the organization, major accomplishments, any relevant experience and established relationships that may be important to carrying out the requirements of the grant which were not previously addressed in the *Projective Narrative*.
2. An organizational chart that illustrates the hierarchy of roles and responsibilities of the

organization as it pertains to the staff/team affiliated with the Grant project.

D. FINANCIAL ASSESSMENT - 250 POINTS

The Financial Assessment component of the RFGA will include a review of the Rural Hospital Tax Credit 2023 Ranking of Financial Need.

This section requires no action by the applicant. Scoring for this section is outlined below.

Scoring Methodology:

1. After the individual ranking results are aggregated and placed into quartiles, the individual applicant's placement within the respective quartiles will drive the score received for the applicant's ranking result.

E. BUDGET WORKSHEET AND BUDGET JUSTIFICATION - 200 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 and funding sources directly related to this proposal, including in-kind contributions should 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 the application of indirect costs to ten (10) percent.
- c) Identify the line items for the budget request as directed in Column A of the Worksheet.
- d) In Column "B" of the Worksheet, indicate the total amount of grant funds requested for each line item identified in Column "A".
- e) If applicable, enter the dollar value of In-Kind and Cash contributions to be provided through other funding sources in Column "C".
- f) Enter the line-item total for Column "B" and "C" into Column "D".

Budget Justification Instructions:

A concise narrative labeled Budget Justification must follow the Budget Worksheet (Appendix E). The Budget Justification shall itemize the total amount of funding requested in Column "B" for each line item identified in Column "A" of the Budget Worksheet. The Budget Worksheet and Budget Justification narrative will not be counted toward the narrative page limit.

Format the Budget Justification as follows:

Budget Justification

A. Component 1: Traditional Projects

1. Project Manager Compensation (if applicable)

In this section, provide a breakdown of the requested salary support for the Project Manager and define the percentage of time on task. Explain the calculations used to determine the amount of funding requested for the Project Manager salary support. This

amount must equal the amount indicated in Column “B” on the Budget Worksheet. If no funding is requested, indicate “Not Applicable” in this section of your Budget Justification.

2. *Project #1* (required)

In this section, identify the project by name. Itemize all projected expenditures for the Project. Ensure the total of itemized expenditures are equal to the total funds requested in Column “B” of the Worksheet.

3. *Project #2* (optional)

Complete this section as described above. If the Applicant has not requested funding for a second project, indicate “Not Applicable” in this section of your Budget Justification.

4. *Project #3* (optional)

Complete this section as described above. If the Applicant has not requested funding for a third project, indicate “Not Applicable” in this section of your Budget Justification.

B. Component 2: Skills and Systems

In this section, include and itemize the projected expenditures for programs, services, consultant fees, etc., as described in the *Projects and Spending Plans* section of the *Project Narrative*. This amount must equal the amount indicated in Column “B” on the Budget Worksheet. If no funding is requested, indicate “Not Applicable” in this section of your Budget Justification.

C. Component 3: Debt Avoidance

In this section, include and itemize the projected expenditures which will be used to reduce existing debt as described in the *Projects and Spending Plans* section of the *Project Narrative*. This amount must equal the amount indicated in Column “B” on the Budget Worksheet. If no funding is requested, indicate “Not Applicable” in this section of your Budget Justification.

F. PROJECT WORKPLANS AND TIMELINES - 100 POINTS

Workplan

Refer to Workplan Template (Appendix F). Follow the instructions provided on the template. This Workplan should provide a high-level overview of the Project(s) and Spending Plans identified in the *Project Narrative* by describing the Overarching Goal and Primary Objective for each area. Upon award of grant, the Grantee will be required to provide a more detailed Workplan which will include a breakdown of specific objectives and action items required to accomplish the Overarching Goal.

Timeline

Refer to the Timeline Template (Appendix G). Follow the instructions provided on the template. The Project Period for the Program will be twelve months. The month and year the Project Period will begin will not be determined until grants are awarded and executed. Therefore, the Timeline Worksheet has been identified for an unspecified twelve-month period. Upon award of the grant, the Grantee will be required to provide a more detailed timeline to include the month and year Activities will begin and end.

IX. 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. DCH Application Checklist

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

DCH GRANT APPLICATION FORM

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 <u>MAY NOT</u> 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:
ADDITIONAL OFFICER OF APPLICANT ORGANIZATION		
Name/Title:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
CONTACT PERSON FOR OPERATING ORGANIZATION (If Different from Director of Applicant's Organization)		
Name/Title:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION (If Different from Contact Person for Additional Officer)		
Name/Title:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:

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

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

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 AND AGREES 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 _____, 2023 (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 No. XXXX** between DCH and Contractor dated _____ (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:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.

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

- 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.

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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

 Agency Information Security Director
 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

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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.

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- 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

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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.

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- 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.

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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.

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SIGNATURE PAGE

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

[GRANTEE]

BY: _____
Signature

Date

Print/Type Name

*TITLE

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

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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]

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

DCH Project Leader Contact Information: [INSERT HERE]

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APPENDIX E

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 DCH.

A budget justification which explains each line expense must accompany the budget worksheet.

NOTE: All consultants and subgrantees and expenses related to such must be identified.

If a consultant or sub-grantee has yet to be determined, please explain the selection process and provide quotes.

COLUMN "A" CATEGORY LINE ITEMS				COLUMN "B" GRANT FUNDS REQUESTED	COLUMN "C" NON-GRANT FUNDED CONTRIBUTIONS (OPTIONAL)		COLUMN "D" TOTAL
ADMINISTRATIVE SALARIES AND FRINGE					IN-KIND (If applicable)	CASH (If applicable)	COLUMN "B" + COLUMN "C"
PERSONNEL TITLE	SALARY	FRINGE	% OF TIME				
Project Manager				\$ -			\$ -
PERSONNEL SUBTOTAL							\$ -
<p>ALL FUNDING AMOUNTS LISTED IN COLUMN "B" SHALL BE ITEMIZED AND INCLUDED IN THE BUDGET JUSTIFICATION DOCUMENT. This shall include all projected expenditures associated with each line item, such as consultants, and contractors; computers, printers, hardware and software; medical or other equipment; medical or office supplies; renovation materials and associated costs; educational materials; any other expenses directly related to the identified projects in Spending Component 1, and spending plans identified in Component 2 and Component 3. The Budget and Justification must match the Projects and Spending Plans outlined in the Project Narrative.</p>							
SPENDING COMPONENTS:							
COMPONENT 1: TRADITIONAL PROJECTS (MANDATORY)							
For each project below, indicate total amount requested in Column "B".							

PROJECT #1: (Required)				\$	
				-	
PROJECT #2: (If applicable)				\$	
				-	
PROJECT #3: (If applicable)				\$	
				-	
COMPONENT 1 SUBTOTAL				\$	
				-	
COMPONENT 2: SKILLS & SYSTEMS (Optional)					
Indicate total amount requested for Component 2 in Column "B".				\$	
				-	
COMPONENT 2 SUBTOTAL				\$	
				-	
COMPONENT 3: DEBT AVOIDANCE (Optional)					
Indicate total amount requested for Component 3 in Column "B".				\$	
				-	
COMPONENT 3 SUBTOTAL				\$	
				-	
COMPONENTS SUBTOTAL				\$	
				-	
INDIRECT EXPENSES (Optional: This is considered an indirect cost and is limited to 10% of the total budget)					
Indicate total amount requested for indirect costs in Column "B".				\$	
				-	
INDIRECT COST SUBTOTAL				\$	
				-	
TOTALS FOR COLUMNS "B", "C" & "D"	\$	\$	\$	\$	\$
	-	-	-	-	-
BUDGET GRAND TOTAL (Total amount of Column B cannot exceed \$833,333.00)				\$	
				-	

Note: A budget justification which explains each line-item expense must accompany the budget worksheet. *All consultants and sub-grantees and expenses related to such must be identified. If a consultant or sub-Grant 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.

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PROJECT WORK PLAN TEMPLATE

APPENDIX F

ORGANIZATION:		POINT OF CONTACT:	PHONE:
GRANT PROGRAM: <i>Rural Hospital Stabilization Grant Program (RHS GP) 2023</i>	GRANT NUMBER: <i>(TBD)</i>	FUNDING PERIOD: <i>State Fiscal Year 2023</i>	AWARD AMOUNT: <i>\$833,333.00</i>
<p>The Workplan MUST match the Projects and Spending Plans outlined in the Project Narrative.</p> <p>Projects: For each Project listed below, provide the Overarching Goal and Primary Objective for use of funds as described for this Component in <i>Resource Document Section 3: <u>Spending Components</u></i>. Please be specific regarding the objectives of the project(s) listed. 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>Skills and Systems: Provide the Overarching Goal and Primary Objective for use of funds as described for this Component in <i>Resource Document Section 3: <u>Spending Components</u></i>.</p> <p>Debt Avoidance: Provide the Overarching Goal and Primary Objective for use of funds as described for this Component in <i>Resource Document Section 3: <u>Spending Components</u></i>.</p>			
Spending Components	Overarching Goal: Primary Objective:	Deliverable(s): Action Item(s): Person Responsible:	Anticipated Outcome(s): Actual Outcome(s): Additional Action Item(s):
Project #1 <i>(Required)</i>		Deliverable(s): Action Item(s): Person Responsible:	
Project #2 <i>(Optional)</i>		Deliverable(s): Action Item(s): Person Responsible:	
Project #3 <i>(Optional)</i>		Deliverable(s): Action Item(s): Person Responsible:	
Skills and Systems <i>(Optional)</i>		Deliverable(s): Action Item(s): Person Responsible:	
Debt Avoidance <i>(Optional)</i>		Deliverable(s): Action Item(s): Person Responsible:	

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PROJECT TIMELINE TEMPLATE

APPENDIX G

Instructions: The timeline below indicates a 12-month project period. For each item identified in the Components column of the Work Plan (Appendix G), identify the month in which the proposed work/spending will begin and the month in which the proposed work/spending will end. Place an “X” in the boxes below to indicate **all** months in which the Work and Spending will occur for each Activity listed. This timeline must match the Workplan.

ORGANIZATION:				POINT OF CONTACT:								
GRANT PROGRAM: <i>RHS Stabilization 2023</i>		GRANT NUMBER: <i>(TBD)</i>			FUNDING PERIOD: <i>State Fiscal Year 2023</i>							
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
Projects:												
Project #1 (Required)												
Project #2 (Optional)												
Project #3 (Optional)												
Skills & Systems (Optional)												
Debt Avoidance (Optional)												

<p>GEORGIA DEPARTMENT OF COMMUNITY HEALTH STATE OFFICE OF RURAL HEALTH DCH APPLICATION CHECKLIST</p> <p style="font-size: small;">Include checklist on top of Grant application. Checklist will be completed by the Department of Community Health, Grant Administration Mailing Address <u>MAY NOT</u> be a post office box.</p>		
Name of Grant:		
Applicant Organization:		
Contact Name:		
Address:		
City:	State:	ZIP Code:
Fax:	E-mail:	
<p>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 RFGA-Rural Hospital Stabilization Grant Program (RHSGP) 2023 has been received by the Georgia Department of Community Health and includes the following requirements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Project Abstract <input type="checkbox"/> Project Narrative <input type="checkbox"/> Organizational Narrative <input type="checkbox"/> Appendix A: DCH Grant Application Form <input type="checkbox"/> Appendix B: Statement of Ethics (Signature Page must be submitted) <input type="checkbox"/> Appendix C: Ethics in Procurement Policy (Signature Pages must be submitted) <input type="checkbox"/> Appendix D: Business Associate Agreement (Signature Page must be submitted) <input type="checkbox"/> Appendix E: Budget Worksheet (<i>Budget Justification</i> MUST accompany this appendix) <input type="checkbox"/> Appendix F: Project Workplan Template <input type="checkbox"/> Appendix G: Project Timeline Template <input type="checkbox"/> Appendix H : DCH Application Checklist 		
<p>FOR INTERNAL USE: <input type="checkbox"/> Administrative Review Completed <input type="checkbox"/> Application Complete <input type="checkbox"/> Application Incomplete or Non-Responsive</p>		
Signature _____		Date _____

Request for Grant Application

Rural Hospital Stabilization Grant Program

2023

Appendix I

Resource Documents

The following information is provided to assist Rural Hospital Stabilization Grant Program 2023. Applicants in preparing the Request for Grant Application.

Resource Document Section 1: Definitions

Specific to the Rural Hospital Stabilization Grant Program (“Program”), the following is a list of terms referenced within Program documents, and definitions of those terms as they apply to the Program.

Community Engagement Meetings: Meetings of the Grantee Hospital leaders and Community Stakeholders required by the Program to discuss the needs and challenges within the hospital and the community, evaluate existing and new technology, and determine the best use of Program funds. Initiatives funded through the Program are required to ensure that patients are provided with the appropriate level of care in a timely manner and at the most appropriate facility equipped to meet their medical needs.

Community Stakeholder: Organizations, entities, businesses, associations, groups, individuals, or other partners within the community that can affect or be affected by the Grantee Hospital. These include but are not limited to, tertiary hospitals, physicians, nursing homes, public safety agencies, public health departments, home health and behavioral health facilities, educational institutions, local businesses and industry, and faith-based partners.

Core Goals: The four program goals determined to be the foundational cornerstones of the Program. All projects funded by the Program must meet one or more of these Core Goals and support the “*Right Care, at the Right Time, and in the Right Setting*” philosophy of the Program. The Core Goals are:

1. Increase market share
2. Increase access to primary care
3. Reduce potentially preventable readmissions
4. Reduce inappropriate utilization of the Emergency Department

Hub and Spoke Model Framework: A standardized networking plan requiring Program participants to engage community stakeholders in discussions, planning sessions, and decisions regarding use of Program funds. Within the Program, the Grantee Hospital serves as the “hub” and the identified stakeholders serve as the “spokes”.

Physician Champion: A local physician designated to serve as a medical staff liaison for project development and adoption of best practices and to engage other key medical and business community stakeholders included in or affected by the Program.

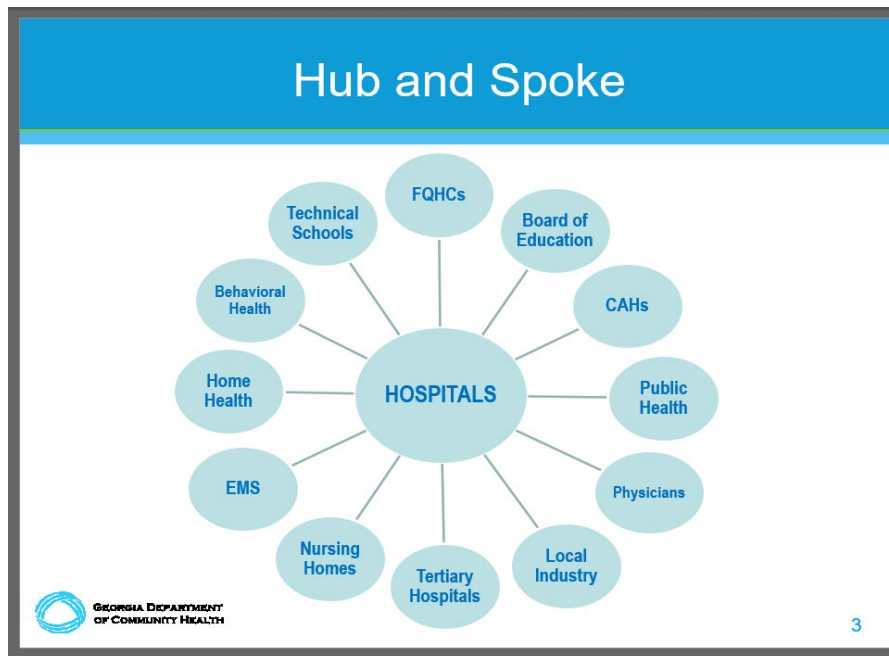
Project Manager: The identified individual within the Grantee organization who will be responsible for managing the Grant, ensuring all deliverables are met, and meeting quarterly reporting and invoicing requirements by designated deadlines. The Project Manager is also expected to ensure the quality and integrity of the program is maintained and use of funds are appropriate as approved by DCH/SORH.

Spending Components: The approved use of funds, allowing Grantee Hospitals to choose the projects and spending plans which will be funded through the Program. The current Spending Components were approved by the Rural Hospital Stabilization Committee (“Committee”) during the March 4, 2021, Committee meeting.

Resource Document Section 2: Hub and Spoke Model Framework Graphic

Through the “Hub and Spoke” model, Grantee Hospitals will function as the “Hub”. The “spokes” would include other local health care partners and stakeholders in each respective community, to include but not

limited to, tertiary hospitals, physicians, nursing homes, public safety agencies, public health departments, home health and behavioral health facilities, educational institutions, local businesses and industry, and faith-based partners.



Resource Document Section 3: Spending Components

Applicants will be required to develop projects and spending plans as guided and described in this section of the Resource Document.

Use of Funding: Applicants will be allowed to use funds specific to three Spending Components.

- **Spending Component 1: *Traditional Rural Hospital Stabilization Grant Program Projects (MANDATORY)***
- **Spending Component 2: *Skills and Systems (OPTIONAL)***
- **Spending Component 3: *Debt Avoidance (OPTIONAL)***

Applicants are required to apply funds to mandatory Component 1: Traditional Rural Hospital Stabilization Grant Program (RHSGP) projects. Applicants must develop a minimum of one (maximum of three) projects within this Spending Component. The amount of funding applied to Component 1 is at the discretion of the Applicant. Applicants may choose to apply the entire award amount in this Spending Component. Applicants may also apply grant funding to optional Spending Component 2, and/or Spending Component 3, if desired. Definitions, details, and examples for each Spending Component is provided below:

Spending Component 1: *Traditional Rural Hospital Stabilization Projects (MANDATORY)*

Purpose: Grantees will be required to use a portion of grant funds to develop at least one traditional Rural Hospital Stabilization Grant project. Each identified project should be designed to meet one or more of the four Core Program Goals below:

1. Increase market share
2. Increase access to primary care
3. Reduce potentially preventable readmissions

4. Reduce inappropriate utilization of the Emergency Department

Traditional RHSGP projects are required to utilize the “Hub and Spoke” model, include a community engagement component, and ensure projects align with the program philosophy of “*Right Care, at the Right Time, and in the Right Setting*”.

Examples: Funding could be used to

- Enhance, expand, or create new service lines,
- Acquire or expand physician practices, rural health clinics, or other offerings,
- Upgrade or replace existing equipment or technology such as patient beds, MRI, etc.,
- Enhance patient safety,
- Improve HIPAA compliance,
- Implement new marketing strategies,
- Implement or expand care coordination initiatives, or,
- Other similar activities or projects meeting program philosophy.

Exclusions: Funds may not be used to purchase vehicles, land, fund “ground-up” construction, or otherwise create new, long-term debt.

Grantees may also utilize funding to apply toward salary support for the designated Project Manager. However, the amount of funding applied to salary support must equal the amount of time dedicated to managing the grant (for example, if 25% of the Project Manager’s salary is funded through the grant program, at least 25% of the Project Manager’s scheduled work hours should be solely dedicated to time-on-task for grant program management).

Spending Component 2: Skills and Systems (OPTIONAL)

Purpose: This funding option allows Grantees to strengthen the operational foundation of the hospital. This can be achieved by investing in existing staff through staff development initiatives, recruiting new staff and/or providers, and creating, updating or improving internal systems and processes to improve overall hospital operations and efficiency.

Examples: Funds can be used to

- Hire consultants or contract services to assist with developing/updating policies and procedures, strengthen finance and accounting skills and functions, or improve accounting systems and reporting capabilities,
- Cover expenses associated with hiring temporary agency nursing, accounting, or clerical staff to provide short-term services, or back-fill while employees are participating in staff development or education programs,
- Implement internal recruitment/retention initiatives, provide sign-on bonuses, cover employment recruiting services fees, or,
- Fund other programs, systems, platforms, consultants, advisors, or contracted services which would strengthen the operational foundation, improve efficiency, and provide a measurable short-or-long term return on investment for the hospital.

Funds can also be used to cover registration, consulting or contracting fees, and educational material costs for

- Customer service and/or teambuilding initiatives,
- Staff development/continuing education to enhance performance within a current position, or,

- Programs to prepare current employees for advancement within the organization.

Exclusions: None identified; however, proposals not meeting intended objectives may be subject to exclusion on a case-by-case basis.

Spending Component 3: Debt Avoidance (OPTIONAL)

This funding option allows Grantees to reduce existing debt. Hospitals may apply up to 25% of total grant funding to reduce accounts payable associated with overall ongoing hospital operations.

Examples: Funds can be used to pay invoices and outstanding amounts due for

- Outstanding Payroll taxes (**Priority and Required to be used before other debt funding**)
- Vendors for medical/pharmacy/office/janitorial supplies, medical/business operations equipment, equipment leases,
- Security systems/services, environmental services, dietary services,
- Facilities/fleet maintenance expenses,
- Utilities such as power, natural gas, water/sewerage, or waste-management services,
- Other similar, ongoing hospital operations expenses.

Exclusions: Funds may not be used to pay related party debt, management fees, income taxes, or create new debt.