ATTACHMENT 5
APPENDIX ITEMS REQUIRED

Additional information must be included in the application appendices. The application's appendices (or attached documents) will not be counted toward the narrative page limit but may not be more than 100 additional pages.

This attachment outlines the items that must be included in the *appendices* of the application. If the applicant includes additional documents to support the narrative, the applicant must indicate the title/name of the attachment and where the supporting documentation is located within the application's appendices. The following are the primary sections that must be included in the application's appendices.

- Appendix A: Proof of Eligibility.
  Place all documents requested in this subsection in the application's Appendix A, labeled Proof of Eligibility. Applicants must provide all of the following required documentation for the Eligibility Criteria section. Provide documentation to show that the applicant has provided HIV prevention or care services in the area for the past two years by submitting:

  - A.1 IRS letter documenting 501(c)3 status as a public non-profit organization.

  - A.2 CDC Form 0.1113 ("Assurance of Compliance with the Requirements for Contents of AIDS-Related Written Materials"). Applicant <u>must</u> complete this form, sign it and include it as part of Appendix A. A blank copy of this form is provided with this announcement as Attachment 24.

  - A.3 Complete copy of the applicant's organization's most recent available audit conducted by an independent auditor. If the applicant does not have an audit report from an independent CPA for the most recent completed fiscal year, please also submit the following financial statements for the most recent completed fiscal year:

    - Statement of Financial Position (Balance Sheet)

    - Statement of Activities (Income and Expenses). Please provide actual as well as budgeted amounts for each budget category.

  - A.4 Complete the *DCH Grant Application and Questionnaire*, sign it and include it as part of Appendix A. A blank copy of the *DCH Grant Application and Questionnaire* is provided with this announcement as Attachment 11.

  - A.5 Past and future client tables (See Attachment 12)

- A.6 A copy of the organization's IRS Form 900 and IRS Form 990-T for the most recent completed fiscal year.

- A.7 A list of the members of the organization's board of directors including name, title, mailing address and telephone number for each board member.

- Appendix B: Budget and Budget Justification.
  Submit a detailed line item budget and budget justification, with a sub-budget for each proposed intervention. Use the budget template provided (see Attachment 18: Budget Form and Sample Budget).

- Appendix C: Intervention Implementation Planning Tools.
  Provide a written implementation plan for each HIV prevention intervention you seek to implement and each complementary option you seek to implement. See Attachment 6 of this packet for detailed instructions on how to complete the Intervention Implementation Planning Tools.

- Appendix D: Required CTR Services Documentation.
  Include all the following that apply: letter from the local county health department or health district stating that the applicant has discussed plans for implementing CTR services, verifying that the applicant will comply with all state and local laws and regulations pertaining to HIV CTR services (Attachment 19: Local County Health Department or Health District Sample Letter for CTR); and a copy of the applicant's CLIA certificate or a letter of support from a CLIA-certified laboratory.

  - D.1: Health Department Letter (See Attachment 19)

  - D.2: CLIA Certificate

- Appendix E: Three Letters of Support.
  Applicant must provide three letters of support from civic (or nonprofit), business, or faith-based applicants who are located in the community and also serve the proposed target population. These letters should specifically address the applicant's history of providing services to the proposed target population in the area(s) where the proposed services will be provided.

  Only three letters should be included in Appendix E.

- Appendix F: DCH Ethics Statement
  Includes (1) Signature Page
  Carefully read, sign, and adhere to the DCH Ethics Statement 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.

- Appendix G: DCH Ethics in Procurement Policy
  Includes (2) Signature Pages

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

- Appendix H: DCH Business Associate Agreement
  Includes (1) Signature Page
  Carefully read, sign, and adhere to the DCH Business Associate Agreement prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.

- Appendix I: Other Documentation.
  Include all other documentation needed to support the project narrative under this heading. Please create a list showing each of the additional items included in "Appendix I: Other Documentation" and include that list in the application's Table of Contents. Examples of other documentation include the following.

  - Partner Services MOA with Health Department (See Attachment 20)
  - curriculum vitae or résumés
  - charts, diagrams and tables
  - organizational charts
  - additional letters of support (not to exceed 10 pages)
  - other attachment forms and documentation
  - If incentives will be given to clients, please provide written procedures and internal controls for the purchase, storage, tracking, distribution and accounting of all incentives.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

ETHICS STATEMENT

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

PREAMBLE

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

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

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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

ETHICS STATEMENT

ETHICAL GUIDELINES

1. Code of Conduct

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

2. Equal Employment

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

3. Harassment

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

4. Appropriate Use of DCH Property

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

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

5. Secure Workplace

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

6. Political Activities

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

7. Confidentiality

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

8. Conflicts of Interest

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

9. Gifts

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

10. Relationships with Vendors and Lobbyists

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

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

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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

STATEMENT OF ETHICS AGREEMENT

DCH STATEMENT OF ETHICS -- ACKNOWLEDGEMENT

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

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

_____ _____
Signature Date

_____
Print Name

_____
Print Supervisor's Name

_____
Division/Section

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

ETHICS IN PROCUREMENT POLICY

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

I. THE COMMITMENT

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

II. SCOPE

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

III. CONSIDERATIONS

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

A. Legitimate Business Needs

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

B. Conflicts of Interest

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

C. Appearance of Impropriety

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

D. Influence

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

E. Gifts

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

F. Misrepresentations

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

G. Insufficient Authorization

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

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

IV. DEFINITIONS

For purposes of this policy:

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

"Confidential Information" shall mean all information not subject to disclosure pursuant to the Open Records Act, O.C.G.A. §50-18-70 et seq. that a current Vendor or potential Vendor might utilize for the purpose of responding to Procurement or that which is deemed disadvantageous or harmful to the Department and to the citizens of the State of Georgia in that such disclosure might lead to an unfair advantage of one Vendor over another in a Procurement.

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

"Department" shall mean the Georgia Department of Community Health.

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

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

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

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

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

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

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

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

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

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

"Prohibited Contact" shall mean contact with any officer, member of the Board or other Employee of the DCH, other than the Point of Contact, whereby it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the outcome of a Procurement. This prohibition includes, without limitation, personal meetings, meals, entertainment functions, telephonic communications, letters, faxes and e-mails, as well as any other activity that exposes the Employee to direct contact with a Vendor. This prohibition does not include contacts

with Employees solely for the purpose of discussing existing on-going Department work which is unrelated to the subject of the Procurement. Inquiries regarding the status of Procurement should also be directed to the Point of Contact.

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

"DOAS Vendor Manual" shall mean the Georgia of Department of Administrative Services' vendor manual.

V. EMPLOYEE RESPONSIBILITIES

A. Evaluation Team Members

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

2. Evaluation team members are tasked with conducting objective, impartial evaluations, and therefore, must place aside any personal and/or professional biases or prejudices that may exist. Additionally, Employees serving on an Evaluation Team must not allow personal relationships (i.e. friendships, dating) with Employees, principals, directors, officers, etc. of a Vendor or individuals on the Affiliate Vendor Team to interfere with the ability to render objective and fair determinations. Such interference may constitute the appearance of, and/or an actual conflict of interest and should be immediately disclosed to the Contracting Officer prior to the Employee's participation on the evaluation team. The Contracting Officer shall consult with the Ethics Officer to make a determination as to whether the Employee should participate on the evaluation team.

3. In the event that the Department determines that a conflict of interest does exist and the Employee failed to make the appropriate disclosure, the Department will disqualify the Employee from further participation on the evaluation team. Furthermore, in the event that the Department determines that the conflict of interest did impact the outcome of a Procurement; such Employee may be subject to disciplinary action, up to and including termination.

ETHICS IN PROCUREMENT POLICY

4. In the event that the Department identifies that the employee maintains a relationship of any sort that lends to an appearance of a conflict of interest with respect to a Procurement, the Department may, in its discretion, take appropriate action to eliminate such an appearance, up to and including the disallowance of the Employee's participation in any Procurement activities. In such instances, the employee most likely will not be subject to disciplinary action.

5. Prior to participating on an evaluation team, each DCH Employee must execute a statement attesting and acknowledging that:

   a. The Employee shall not participate in a decision or investigation, or render an approval, disapproval, or recommendation with respect to any aspect of a Procurement, knowing that the Employee, or member of their immediate family has an actual or potential Financial Interest in the Procurement, including prospective employment;

   b. The Employee shall not solicit or accept Gifts, regardless of whether the intent is to influence purchasing decisions;

   c. The Employee shall not be employed by, or agree to work for, a Vendor or potential Vendor or Affiliate Vendor Team during any phase of a Procurement;

   d. The Employee shall not knowingly disclose Confidential Information;

   e. The Employee is precluded from engaging in Prohibited Contact upon the release of a Procurement solicitation, during the Evaluation Process, and throughout a Protest period, period of stay or court injunction related to procurement with which Employee was associated or at any time prior to the final adjudication of the Protest;

   f. The Employee is responsible for reporting any violations of this Policy in accordance with this Policy;

   g. The Employee will be responsible for complying with all DOAS rules and regulations, as well as Georgia law pertaining to procurements and conflicts of interest; and

   h. The Employee shall not assist a potential Vendor in the Procurement process in evaluating the solicitation, preparing a bid in response to the evaluation, or negotiating a contract with the Department. This prohibition shall not prohibit the Contracting Officer from carrying out his or her prescribed duties as allowed by DCH policy and procedures or the DOAS Vendor Manual.

B. *Responsibilities of Non-Evaluation Team Members*

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

VI. VENDOR RESPONSIBILITIES

A. *Gifts and Kick-Backs*

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

B. *Family Relationships with Department Employees*

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

C. *Vendor Submittals*

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

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

D. *Business Relations*

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

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

2. Conferring or offering to confer upon an Employee participating in a Procurement (which the entity has bid or intends to submit a bid) any Gift, gratuity, favor, or advantage, present or future; and

3. Any other reasons not explicitly set forth herein that are contained in the DOAS Vendor Manual.

VII. USE OF CONFIDENTIAL INFORMATION

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

VIII. ADDRESSING VIOLATIONS

A. *The Process*

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

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

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

ETHICS IN PROCUREMENT POLICY

B. *Good Faith Filings*

Anyone filing a complaint concerning a violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

C. *Confidentiality*

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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT

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

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

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

_____
Company Name

_____ _____
Authorized Signature **Date**

_____
Print Name

_____
***AFFIX CORPORATE SEAL HERE**

ATTEST:

_____ _____
Signature **Date**

_____
Title

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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

ETHICS IN PROCUREMENT POLICY ACKNOWLEDGEMENT AND AGREEMENT

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

SIGNATURE PAGE

_____
Individual's Name and Title

_____
Company Name

_____
Company FEI Number

_____
Address

_____ _____ _____
City **State** **Zip code**

_____ _____
Telephone Number **Fax Number**

_____
E-mail Address

_____ _____
Signature **Date**

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

BUSINESS ASSOCIATE AGREEMENT

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

WHEREAS, DCH is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information ("PHI");

WHEREAS, Contractor, under Contract No. _____ (hereinafter referred to as "Contract"), may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, published as the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Parts 160 and 164 ("Privacy Rule"):

2. Except as limited in this Agreement, Contractor may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by DCH.

3. **Unless otherwise required by Law, Contractor agrees:**

   A. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.

   B. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

   C. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

BUSINESS ASSOCIATE AGREEMENT

D. That its agents or subcontractors are subject to the same obligations that apply to Contractor under this Agreement and Contractor agrees to ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement.

E. To report to DCH any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Contractor agrees to make such report to DCH in writing in such form as DCH may require within twenty-four (24) hours after Contractor becomes aware.

F. To make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 at the request of DCH or an Individual, within five (5) business days after request of DCH or of the Individual. Contractor also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.

G. To provide access to PHI in a Designated Record Set, to DCH upon request, within five (5) business days after such request, or, as directed by DCH, to an Individual. Contractor also agrees to provide DCH with written confirmation that access has been granted in such format and within such time as DCH may require.

H. To give DCH, the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or their designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after DCH, the Secretary or their designees request such access or otherwise as DCH, the Secretary or their designees may require. Contractor also agrees to make such information available for review, inspection and copying by DCH, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DCH, the Secretary or their designees in such form, format or manner as DCH, the Secretary or their designees may require.

I. To document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.

J. To provide to DCH or to an Individual, information collected in accordance with Section 3. I. of this Agreement, above, to permit DCH to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.

BUSINESS ASSOCIATE AGREEMENT

4. **Unless otherwise required by Law, DCH agrees:**

   A. That it will notify Contractor of any new limitation in DCH's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.

   B. That it will notify Contractor of any change in, or revocation of, permission by an Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

   C. That it will notify Contractor of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

5. The **Term of this Agreement** shall be effective as of _____, and shall terminate when all of the PHI provided by DCH to Contractor, or created or received by Contractor on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

   A. **Termination for Cause**. Upon DCH's knowledge of a material breach by Contractor, DCH shall either:

      1. Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DCH;

      2. Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

      3. If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.

   B. **Effect of Termination.**

      1. Except as provided in paragraph (A.) (2) of this Section, upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from DCH, or created or received by Contractor on behalf of DCH. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Neither Contractor nor its agents nor subcontractors shall retain copies of the PHI.

2. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall send DCH detailed written notice of the specific reasons why it believes such return or destruction not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DCH determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DCH may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.

3. If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.

4. Section 5. B. of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

C. **Conflicting Termination Provisions.**

In the event of conflicting termination provisions or requirements, with respect to PHI, the termination provisions of Section 5 in this Business Associate Agreement shall control and supersede and control those in the underlying Contract.

6. **Interpretation**. Any ambiguity in this Agreement shall be resolved to permit DCH to comply with applicable Medicaid laws, rules and regulations, and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable Medicaid laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule.

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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, DIVISION OF PUBLIC HEALTH
HIV PREVENTION GRANTS PROGRAM

BUSINESS ASSOCIATE AGREEMENT

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

SIGNATURE PAGE

_____
Individual's Name and Title

_____
Company Name

_____
Address

_____ _____ _____
City **State** **Zip code**

_____ _____
Telephone Number **Fax Number**

_____
E-mail Address

_____ _____
Signature **Date**

GEORGIA DEPARTMENT OF COMMUNITY HEALTH
DIVISION OF PUBLIC HEALTH

DCH APPLICATION CHECKLIST

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

Applicant Organization:		
Contact Name:		
Address:		
City:	**State:**	**ZIP Code:**
Fax:	**E-mail:**	

DO NOT COMPLETE THE SECTION BELOW: Place checklist as final page of grant application. This checklist will be returned to you and certify that your application for the HIV Prevention Grants Program has been received by the Department of Community Health and includes:

- ☐ Project Abstract
- ☐ Proposal Narrative (Sections A through O)

Appendix A Should Include the Following:

- ☐ A.1 IRS letter documenting 501(c)3 status
- ☐ A.2 CDC Form 0.1113
- ☐ A.3 Organization financial statements for Fiscal Year 2009
- ☐ A.4 DCH Grant Application and Questionnaire
- ☐ A.5 Past and future client tables *(See Attachment 12)*
- ☐ A.6 IRS Form 900 and IRS Form 990-T
- ☐ A.7 List of board members
- ☐ Appendix B: Budget and Budget Justification
- ☐ Appendix C: Intervention Implementation Planning Tools

Appendix D Should Include the Following

- ☐ D.1: Health Department Letter
- ☐ D.2: CLIA Certificate
- ☐ Appendix E: Letters of Support
- ☐ Appendix F: Signed Copy of DCH Ethics Statement
- ☐ Appendix G: Signed Copy of DCH Ethics in Procurement Policy
- ☐ Appendix H: Signed Copy of DCH Business Associate Agreement

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

_____ _____

Signature ***Date***