

Georgia Department of Public Health Intergovernmental Contract for Services

Solicitation Title N/A	Solicitation Number N/A	Contract Number 40500-042-2223951
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1. This Contract is entered into and between the Georgia Department of Public Health and the Contractor named below:

Dekalb County Government (hereafter called Contractor)

2. Contract to Begin: 10/01/2021	Date of Completion: 09/30/2022	Renewals: 4
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3. Performance Bond, if any: N/A	Other Bonds, if any:
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4. Maximum Amount of this Contract: \$173,083.00	Total Financial Obligation of the Department for the First Fiscal Year: \$173,083.00	Total Financial Obligation of the Department for each Renewal Period if Renewed: \$173,083.00
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IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5. **Dekalb County Government Georgia** (hereafter called "Contractor")

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Dekalb County Government Georgia

By (Authorized Signature)	Date Signed
Printed Name	Title of Person Signing
Address	

6. **Georgia Department of Public Health** (hereafter called "DPH" or "Department")

By (Authorized Signature)	Date Signed
Printed Name Kathleen E. Toomey, M.D., M.P.H.	Title of Person Signing Commissioner
Address 2 Peachtree St., 15th Floor Atlanta, Ga 30303	

7. Authorized Person to Receive Contract Notices for Department: Authorized Person to Receive Contract Notices for Contractor:

Business Owner:
Katrina Brantley
Georgia Department of Public Health
2 Peachtree Street, NW, 10th Floor
Atlanta, Georgia 30303
Phone: (404) 657-2884
E-mail: Katrina.Brantley@dph.ga.gov

Dekalb County Government
Damon Scott
30 Warren Street
Athens, GA 30317
Phone: (404) 687-2385
E-mail: dmscott@dekalbcountyga.gov

Contract Administrator:
Mary Ann Smith
Georgia Department of Public Health
2 Peachtree Street, NW 9th Floor
Atlanta, Georgia 30303
Phone: (404) 232-1140
Email: Maryann.Smith1@dph.ga.gov

8. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: Department of Public Health Terms and Conditions for Sale of Goods and Services Contracts
Attachment 2: Vendor Lobbyist Disclosure (pursuant to Georgia Executive Order Number 10.01.03.01, 2003)
Attachment 3: External Entities Audit Standards and Sanctions (pursuant to 2 CFR Part 200, 45 CFR Part 75.501, 7 CFR Part 277.17 <i>Audit Requirements</i> , O.C.G.A. 50-20-1 through 50-20-8)
Attachment 4: Contractor Work Authorization Affidavit O.C.G.A. 13-10-91(b)(1)
Attachment 5: Responsibilities, Deliverables and Payment Schedule
Attachment 6: Insurance Forms
Attachment 7: Business Associate Agreement

Department of Public Health
Attachment 1
Terms and Conditions for Intergovernmental Service Contracts

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:
 - i. **"Contractor"** means the provider of the Services under the Contract as identified in paragraph 1 on page 1.
 - ii. **"Department"** means the Georgia Department of Public Health.
 - iii. **"Services"** means the responsibilities and deliverables as provided in the Scope of Work and as further described by the Contract.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract shall begin and end on the dates specified in the Department Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. **Contract Renewal.** If renewals are authorized on paragraph 2 on page 1, the Department shall have the option, in its sole discretion, to renew the Contract for additional one-year terms by giving the Contractor written notice of the renewal decision. The Contract shall be renewed at the same amount with the same deliverables unless otherwise agreed upon.

C. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the Services in accordance with the maximum amount on the Standard Contract form and any budget documents attached to this Contract.
2. **Billings.** If applicable, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the Department under the Contract at the billing address specified by the Department. The Department shall pay all approved invoices in arrears.

D. TERMINATION

1. **Summary Termination.** The Department may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - i. Pursuant to O.C.G.A. Section 50-5-64, if the Department determines, in its sole discretion, that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Department under this contract.
 - ii. The Contractor fails to deliver or has delivered nonconforming Services, or fails to perform, to the Department's satisfaction, any material requirement of the Contract, or is in violation of a material provision of the Contract;
 - iii. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders; or

iv. The Contractor has engaged in conduct that has or may expose the Department or the State to liability, as determined in the Department's sole discretion.

2. **Termination For Convenience.** Following thirty days' written notice, either party may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor.

E. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the Department to the extent necessary to carry out the Contractor's responsibilities under the Contract. All information received pursuant to the Contract is confidential and shall remain the property of the Department unless otherwise designated by the Department.

i. The Contractor shall provide to the Department upon request a written description of the Contractor's policies and procedures to safeguard confidential information;

ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

iv. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the Department at all times. Some Services performed for the Department may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the Department.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor seeking records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

F. MISCELLANEOUS PROVISIONS

1. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract. Contractor and Contractor's personnel shall also comply with all State and Department policies and standards in effect during the performance of the Contract, including but not limited to the Department's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.
2. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - i. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
 - ii. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
 - iii. Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
3. **Amendments.** The Contract may be amended only through a writing signed by both parties.
4. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

5. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the Department and the Contractor.
6. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Department.
7. **Integration.** The Contract, together with its attachments, exhibits, and all other documents incorporated by reference, represents the entire agreement between the parties. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the Department and the Contractor for the Services provided in connection with the Contract.
8. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or principal and agency relationship between the parties. Neither Contractor nor any of Contractor's agents, servants, employees,

subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the Department.

- 9. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 10. Severability.** If any provision of the Contract is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.
- 11. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract.
- 12. Use of Name or Intellectual Property.** Contractor agrees it will not use the name of the Georgia Department of Public Health or any intellectual property owned by the Department, including but not limited to Department trademarks or logos, in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Department.
- 13. Obligations Beyond Contract Term.** All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

ATTACHMENT 2

VENDOR LOBBYIST DISCLOSURE AND REGISTRATION CERTIFICATION FORM

Pursuant to Executive Order Number 10.01.03.01 (the "Order"), which was signed by Governor Sonny Perdue on October 1, 2003, Contractors with the state are required to complete this form. The Order requires "Vendor Lobbyists," defined as those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state or those who oppose such a contract, to certify that they have registered with the State Ethics Commission and filed the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated. Consequently, every vendor desiring to enter into a contract with the state must complete this certification form. False, incomplete, or untimely registration, disclosure, or certification shall be grounds for termination of the award and contract and may cause recoupment or refund actions against Contractor.

In order to be in compliance with Executive Order Number 10.01.03.01, please complete this Certification Form by designating only one of the following:

Contractor *does not have any* lobbyist employed, retained, or affiliated with the Contractor who is seeking or opposing contracts for it or its clients. Consequently, Contractor has not registered anyone with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

Contractor *does have* lobbyist(s) employed, retained, or affiliated with the Contractor who are seeking or opposing contracts for it or its clients. The lobbyists are:

Contractor states, represents, warrants, and certifies that it has registered the above named lobbyists with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

Contractor is a Georgia state agency.

CONTRACTOR NAME (*print*): **Dekalb County Government Georgia**


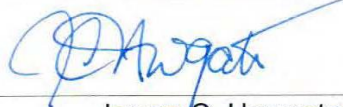
BY: _____

SIGNATURE DATE

ATTACHMENT 3



GEORGIA DEPARTMENT OF PUBLIC HEALTH POLICY # AU-02001 EXTERNAL ENTITIES AUDIT STANDARDS AND SANCTIONS POLICY

Approval:		5/24/17
	Ricky L. Keheley, Inspector General	Date
		5/26/17
	James C. Howgate, Chief of Staff	Date

1.0 PURPOSE

To ensure that those non-federal entities which receive funds from the Department of Public Health (DPH) conform to the standards and requirements imposed by federal and state law and by DPH's Contracts. Sanctions are imposed on those entities that do not comply with the standards and/or audit requirements.

2.0 AUTHORITY

The Georgia Department of Public Health (DPH) External Entities Audit Standards and Sanction Policy is published under the authority of DPH and in compliance with the following:

- 2.1 Official Code of Georgia Annotated (OCGA), Sections: 50-20-1 through 50-20-8, as amended, 1998 Legislative Session
- 2.2 OMB Uniform Guidance:
 - 2.2.1 CFR Part 200
 - 2.2.2 45 CFR Part 75.501
 - 2.2.3 7 CFR Part 246.20
- 2.3 Standards for Audit of Governmental Organizations, Programs, Activities and Functions

3.0 SCOPE

This policy applies to all non-federal entities which receive funds from the Department of Public Health (DPH).

4.0 DEFINITIONS

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- 4.1 **Budget Category** - A numbering system used for budget and accounting purposes that corresponds to a specific program name. Numbers reduce chances of confusion with similar program names.
- 4.2 **Contractor's Fiscal Year** - The 12-month accounting period established by the entity as its business year, which is on file with the U.S. Internal Revenue Service as the basis for filing required for tax and Tax Exempt Status Returns.
- 4.3 **Entity** - An organization receiving funds from DPH exclusive of Public Health field offices.
- 4.4 **Expense Category** - A numbering system corresponding to a list of specific services within a Budget Category, where the amount of funds used to pay for the service are recorded for accounting purposes.
- 4.5 **Independent Auditor** –
 - 4.5.1 A Certified Public Accountant (CPA); or
 - 4.5.2 A Registered Public Accountant (RPA) licensed on or before December 31, 1970; or
 - 4.5.3 A government auditor located outside the staff or line management function of the unit under audit.

Independence comprises: a) Independence of Mind - The state of mind that permits the performance of an audit without being affected by influences that compromise professional judgment, thereby allowing an individual to act with integrity and exercise objectivity and professional skepticism. b) Independence in Appearance - The absence of circumstances that would cause a reasonable and informed third party, having knowledge of the relevant information, to reasonably conclude that the integrity, objectivity, or professional skepticism of an audit organization or member of the audit team had been compromised.
- 4.6 **Major Program** - A federally funded program determined by the auditor to be a major program in accordance with 2 CFR 200.518 or a program defined as a major program by a federal agency.
- 4.7 **Non-Federal Entity** - A state, local government, or a nonprofit organization.
- 4.8 **Non-Profit Organization** - Any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve, or expand its operations.

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- 4.9 **Program** - A grouping of activities and resources to accomplish a mission with specific goals and objectives. Some programs have names, some have numbers, and some have both. Usually programs are budgeted by number for ease of tracking and to reduce potential confusion. Budget categories can and are considered to be programs. Federal programs are considered to be those activities that are or can be assigned a single number in the Catalog of Federal Domestic Assistance (CFDA). When no CFDA number is assigned, all federal awards from the same agency made for the same purpose are to be combined and considered one program. Throughout this procedure, the term "program" refers either to a named activity or an activity that is numbered.
- 4.10 **Public Entity** - Includes, but is not limited to: state and local governments and their instrumentalities; authorities; county Boards of Health; Community Service Boards; and District Attorneys (judicial circuits) operating programs through contracts with DPH.
- 4.11 **Sanctions** - Penalties imposed by the Department on those fund recipients who do not abide by their contract requirements for audit reports and fail to comply with state law regarding timeliness. Sanctions may include: reimbursements being withheld, contracts being canceled, recoupment of funds, and denial of further contracts with the Department for a period of 12 months.
- 4.12 **Schedule of State Awards Expended** - A schedule arranged by state program name and contract number that reflects revenues, expenditures, or expenses and amounts owed to and due from each state organization. Amounts listed for each program should include federal funds that passed through state organizations to the entity.

5.0 POLICY

Entities that contract with the Department must meet certain financial reporting requirements. These requirements are defined in: OMB Uniform Guidance; 2 CFR 200.501; 45 CFR 75.501; Contract Provisions; DPH Policy; and Title 50, Chapter 20, Sections 1 through 8 of the OCGA. The requirements vary based on the dollar amount expended by the entity during its fiscal year. The DPH Office of Audits and the Public Health Programmatic Officers/Business Owners have certain responsibilities that are delineated below. Several words and phrases are used in these procedures that may have meaning that is special to these procedures. These words and phrases are defined below along with the addresses of the Public Health Office of Audits and the State Department of Audits:

DPH Office of Audits

Georgia Department Public Health
 Division of Inspector General, Office of Audits
 Two Peachtree Street, NW, Suite 9-100
 Atlanta, Georgia 30303-3142

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State Department of Audits State Department of Audits and Accounts
Professional Practices Division, Suite 214
254 Washington Street, SW
Atlanta, Georgia 30334-8400

6.0 RESPONSIBILITIES

The Inspector General, Office of Audits shall ensure compliance to this policy and procedure.

7.0 PROCEDURES

Prior to executing a contract between the DPH and a non-profit organization, the organization furnishes a previous year's audit. If the entity has been in existence for less than a year, then they furnish unaudited financial statements. If no audit or unaudited financial statements are on record with DPH, the following procedure is followed:

7.1 REQUIREMENTS PRIOR TO CONTRACT

- 7.1.1 The contracting Division or Section requests such audit or financial statements as part of its negotiation or solicitation process.
- 7.1.2 The entity furnishes an audit report (or unaudited financial statements, if appropriate) to the DPH Division of Operations, Procurement and Contract Administration Section, as a part of its contract package.
- 7.1.3 When it is received, the financial information is forwarded to the DPH Office of Audits for a compliance review.
- 7.1.4 The Office of Audits reviews the information and determines compliance with O.C.G.A. Section 50-20-1 through 50-20-8, as amended, 1998 Legislative Session.
- 7.1.5 The Office of Audits notifies the DPH Division of Operations, Procurement and Contract Administration Section and/or the Programmatic Officer/Business Owner of the results of its review. For instances of non-compliance with requirements, the omitted items are specified.

7.2 ENTITIES EXPENDING \$750,000 OR MORE IN FEDERAL FUNDS

All entities (private nonprofit or public) expending \$750,000 or more in federal funds during their fiscal year comply with: the provisions of the OMB Uniform Guidance and their implementing regulation - 2 CFR 200.501; with contract provisions; and with DPH Policy.

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These entities must obtain an entity-wide audit of their financial records performed by an independent auditor. The audit covers all financial activities for the fiscal year and is conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States.

Audits for public entities include, for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits of public entities also include a Schedule of State Awards Expended.

The entity files one copy of the independent auditors' report with the Audit Director, DPH Office of Audit, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations must submit one copy of the fiscal year report to the State Department of Audits and Accounts.

If an extension of the filing deadline is desired, the State Department of Audits (for private nonprofit entities) or the DPH Office of Audits (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional time of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

7.3 ENTITIES EXPENDING \$100,000 OR MORE IN STATE FUNDS

All entities expending \$100,000 or more in state funds during their fiscal year comply with contract provisions and DPH policy. Nonprofit organizations also must comply with the provisions of the O.C.G.A. Sections 50-20-1 through 50-20-8, as amended, 1998 Legislative Session. Audits of nonprofit organizations also include a Schedule of State Awards Expended.

These entities obtain an entity-wide audit of their financial records performed by an independent auditor. The audit is conducted in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants and the financial statements are prepared in accordance with generally accepted accounting principles. Audits for public entities include, for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits of public entities also include a Schedule of State Awards Expended.

The entity files one copy of the independent auditor's report with the Audit Director, DPH Office of Audits, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations must submit one copy of the fiscal year report to the State Department of Audits and Accounts. If an extension of the filing

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deadline is desired, the State Department of Audits (for private nonprofit entities) or the DPH Audits Section (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional period of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

7.4 ENTITIES EXPENDING BETWEEN \$25,000 AND \$100,000 IN STATE FUNDS

All entities expending at least \$25,000 but less than \$100,000 in state funds during their fiscal year comply with contract provisions and DPH policy by submitting audited or unaudited financial statements. Nonprofit organizations are also required to comply with the provisions of the O.C.G.A. Sections 50-20-1 through 50-20-8, as amended, 1998 Legislative Session. Audits or financial statements of nonprofit organizations also include a Schedule of State Awards Expended.

Financial statements that have been audited include the auditors' report on the financial statements. Audits for public entities include, for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits or financial statements of public entities also include a Schedule of State Awards Expended.

Financial statements that have not been audited include a statement from the president or other responsible official of the organization which states that:

- 7.4.1 The financial statements are presented in accordance with generally accepted accounting principles and, if not, the basis used for their presentation;
- 7.4.2 The financial statements are prepared on a basis consistent with that of the preceding year, and if not, the respects in which they differ from the preceding year;
- 7.4.3 The financial statements of public entities include for those contracts that were completed during the audit period, a Statement of Revenues and Expenditures Compared to Budget, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. The financial statements of public entities also include a Schedule of State Awards Expended.

The entity files one copy of the audit or financial statements with the Audit Director, DPH Office of Audits, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations must submit one copy of the fiscal year report to the State Department of Audits and Accounts. If an extension of the file deadline is desired, the State

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Department of Audits (for private nonprofit entities) or the DPH Office of Audits (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional period of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

7.5 ROLE OF THE DPH OFFICE OF AUDITS

The Office of Audits:

- 7.5.1 Requests the required audit or financial statements, management reports, memoranda and internal documents from those entities that have failed to provide them;
- 7.5.2 Reviews the audit reports for financial settlement amounts, questioned costs, and findings and recommendations;
- 7.5.3 Communicates the dollar amounts of financial settlements to the DPH Division of Finance for settlement;
- 7.5.4 Requests corrective action plans to preclude recurrence of findings from those entities that have failed to provide them;
- 7.5.5 Forwards one copy of the audit report or financial statements to the Programmatic Officer/Business Owner; and
- 7.5.6 Notifies the appropriate DPH Programmatic Officer/Business Owner of those entities which have not complied with the filing requirements of this policy as well as the DPH Division of Finance that will impose the appropriate sanctions.

7.6 ROLE OF THE PROGRAMMATIC OFFICER/BUSINESS OWNER

The Programmatic Officer/Business Owner:

- 7.6.1 Insures that appropriate programmatic corrective actions are implemented when required by an audit report;
- 7.6.2 Reviews audits for compliance with programmatic performance goals;
- 7.6.3 Enforces corrective action on repeat findings; and
- 7.6.4 Approves or disapproves budget and spending variances.

Department of Public Health POLICY AND PROCEDURES	Policy No.	AU-02001	
	Effective Date:	07/01/11	Revision #: 3
EXTERNAL ENTITIES AUDIT STANDARDS AND SANCTIONS	Page No.	8 of 8	

8.0 REVISION HISTORY

REVISION #	REVISION DATE	REVISION COMMENTS
0	July 1, 2011	Initial Issue
1	July 9, 2012	Annual review and update. Reformat to new template
2	July 23, 2015	Annual review and update.
3	May 16, 2017	Annual review and update.

9.0 RELATED FORMS

None

ATTACHMENT 4
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT 5
CONTRACT SCOPE, RESPONSIBILITIES, DELIVERABLES, PAYMENT SCHEDULE

1. SCOPE OF WORK

All Georgia Department of Public Health (GADPH) sites will utilize the American Rescue Plan (ARP) funding to advance Georgia's COVID-19 response efforts within Maternal, Infant, and Early Childhood Home Visiting (MIECHV) priority populations, support the home visiting workforce, promote health equity, and expand services for at-risk families in per the seven categories of allowable activities including those served by **Dekalb County Government-New American Pathways Program (NAP) and Scottdale Early Learning Center**. These efforts will be implemented under the allowable areas of home visitor training, technology, emergency supplies, diaper bank coordination, and/or prepaid grocery cards and service delivery.

The Dekalb County Government-New American Pathways (NAP) Program was selected to receive additional funds to expansion within the at-risk refugee population within DeKalb County. The GADPH seeks to increase the capacity of the current program to address the health disparities and increase the COVID-19 response in that county by adding home visitors that will specifically provide service to the Farsi/Dari/Pashto refugee community in the Clarkston area of DeKalb County. NAP indicated there are over 100 families (Farsi/Dari/Pashto) residing in DeKalb County, who are new to the country. Most of the families have young children and need support with parenting and school readiness.

To provide such support, the agency will utilize the ARP funding to hire an additional parent educator fluent in Farsi/Dari/Pashto to address the need of the ethnic community. ARP expansion funds of \$111,383.29 have been allocated to support the salary, fringe, training, and travel of one home visitor that will focus on Farsi/Dari/Pashto refugee population.

2. SPECIFIC CONTRACTOR RESPONSIBILITIES

Contractor shall complete the following actions, tasks, obligations and responsibilities for the implementation of ARP Funding:

A. Service Provisions and Number of Families:

- I. Services shall include providing technology resources to home visiting families who have no or limited access to home visiting services due to the pandemic and emergency supplies such as diapers, food and water and personal protective equipment (PPE) items as outlined in the ARP proposal.
- II. Funding shall be used to provide the Home Visiting staff with professional development training related to providing services amid the pandemic.
- III. Expansion (NAP)-Increase capacity to 15 families served with the Dekalb County refugee population utilizing the Parents as Teachers evidence-based home visiting model.

B. Service Delivery:

- I. Contractor shall utilize funds according to the criteria established by the Health Resources and Services Administration model and guided by DPH. The Contractor may contact the Georgia Home Visiting State team for technical assistance, as needed.
- II. Contractor shall utilize ARP funds according to the criteria below:
 - a. Emergency Supplies: Funds can be used monthly to purchase personal protective equipment (i.e., face coverings, hand sanitizer, gloves, and thermometers) for staff and participating families as well as other supplies including but not limited to diapers, wipes, food, water and feminine products. The contractor will develop a list of emergency supplies and the process to distribute the supplies. A report will be developed to report the supplies purchased by site.
 - b. Technology Support: Funds can be used monthly to purchase items to enhance telehealth support and services. The contractor will distribute computers/tablets, hot spot devices to support internet access and prepaid data plans, chargers, and earplugs to families enrolled in the home visiting programs. The contractor will develop a list of technology support items distributed to program participants monthly. A report will be developed to report the supplies purchased and distributed by site.
 - c. Hazard Incentive: Funds can be used monthly to provide a one-time financial incentive payment to each of the home visiting staff for \$600.00 per person for staff retention during the pandemic. The incentive will be linked to participation in COVID-19 specific trainings provided under the ARP. For every completed training an eligible home visiting staff attends, they will receive \$ 100 for a total not to exceed \$600.00 per person. A list of completed trainings attended by staff will be provided monthly to DPH by site.
 - d. Diaper Bank Membership: Funds can be used to complete the necessary membership process for LIA's to address the lack of a sufficient supply of diapers to keep an infant or child clean, dry, and healthy. LIA's will send membership documentation for reimbursement.
- III. Expansion (NAP)-Contractor shall deliver **home visiting** services according to the criteria established by the evidence-based model and guided by the University of Georgia, Center for Family Research (UGA-CFR) Technical Assistance Team. The Contractor may contact UGA-CFR for technical assistance, as needed.
- IV. Contractor shall perform all home visiting activities according to the criteria established by the evidence-based model PAT and guided by UGA-CFR.
- V. All persons, consultants and independent contractors hired to perform the services as set forth in this Contract shall be trained in the following:
 - a. Evidence-based Home Visiting model training according to national model program requirements; to include all assessment or screening tools training
 - b. Georgia Home Visiting Information System (GEOHVIS) data system training
 - c. First Steps Georgia Central Intake training
 - d. Performance Measures Reporting training
- VI. Contractor shall use GEOHVIS to upload and enter the program data required thereon by the close of each quarter.

C. Invoice and Monthly Programmatic Summary Report

- I. Contractor shall submit a monthly report by the 3rd of each month to the ARP Program Coordinator for review and submission to the Health Resources and Services Administration (HRSA). Failure to comply with program terms, conditions, or reporting requirements may result in a draw-down restriction being placed on reimbursement or future funding.
- II. The reporting tool is provided by HRSA and includes the following:
 - a. Contractor Identifier Information
 - b. Contractor Activities
 - c. Program Capacity
 - e. Family Engagement
 - f. Staff recruitment and retention
 - g. Hazard Pay or Other Staff Costs benefiting individuals
 - h. Staff Training
- III. Expansion (NAP)-Contractor shall submit invoices and monthly programmatic summary reports within ten (10) business days **of the end of each month for the previous month's costs and expenses** and must include the following:
 - a. Summary of the monthly call with DPH
 - b. Number of staff working on the project
 - c. Number of families seen in First Steps
 - d. Number of families in the home visiting program
 - e. Number of referrals to community and other public health programs

D. Evaluation and Capacity Building Standards:

- I. Contractor shall participate in monthly conference calls and periodic site visits scheduled by the Department. Contractor shall complete program model core training according to national program model requirements. The national program model requirements may be found and accessed at UGA-CFR.
- II. Contractor shall participate in any training and technical assistance related activities as directed by DPH, and UGA-CFR.

E. Performance Specifications:

- I. Expansion-Contractor shall submit quarterly performance reports to DPH within ten (10) business days of the end of the reporting period. Reports must provide information as specified below.

Minimum Caseload and Intensity of Home Visiting Requirements

- a. Serve a minimum of 15 families monthly using the PAT evidence-based home visiting model with fidelity.
- b. Ensure at least 85% of the minimum required participants (13 participants) are served monthly.

F. Administrative

- I. Upon DPH's prior written approval, Contractor may make minor budget reallocations without entering into an amendment to this Contract. Minor budget reallocations are those reallocations that in the aggregate move an amount not to exceed 10% of the total annual Contract amount from one budget line item to another without requiring a change in the scope of the Contract. Contractor is required to request prior approval from DPH for a

minor budget reallocation in writing at least ninety (90) calendar days prior to incurring the cost or expense. Contractor shall send the request to both the DPH Business Owner and Contracts Administrator. DPH may deny requests for reimbursement of costs or expenses incurred in accordance with a budget reallocation that has not been previously approved in writing by DPH.

3. DPH RESPONSIBILITIES

- A. Provide technical assistance to Contractor, as required:
 - I. Subject matter expertise
 - II. Conflict resolution
 - III. Consultation on strategic direction for home visiting
 - IV. Strategies development for appropriate allocating funds
- B. Have the sole discretion in determining the Contractor's compliance with participant standards, reporting requirements, Contractor's adherence to program criteria and Contractor's meeting of performance measures.

4. DELIVERABLES

Payment of invoices is contingent on the Contractor's timely remittance of the deliverables and the submission of programmatic and statistical reports and invoices. Contractor must submit reports and invoices in a format approved by the Business Owner. Failure to submit reports, invoices and deliverables as required may delay or negate payment of invoice.

Funding for this project is based on cost reimbursement. Funds will not be advanced prior to the completion of project responsibilities and deliverables. DPH will reimburse the Contractor monthly after reviewing and approving the deliverables and invoice, along with supporting documentation, for eligible expenses that have been completed as detailed in the Line Item Budget. **Notwithstanding the foregoing, Contractor is responsible for complying with federal laws, rules, and regulations, the MIECHV grant requirements, the U.S. Department of Health and Human Services Grants Policy Statement, and other federal requirements in the submission of invoices. Contractor will not be reimbursed for costs that are not in compliance with federal requirements and may be required to return any funds used in violation of federal requirements.**

Attachment # 6

STANDARD INSURANCE LIMITS FOR INFORMATION TECHNOLOGY

Contractor shall, at a minimum, prior to the commencement of work, procure the insurance policies identified below at Contractor's own cost and expense and shall furnish DPH with proof of coverage at least in the amounts indicated. Proof of insurance must be received by the DPH Contracts Administration within 10 days of execution of this contract. Proof of insurance on renewals must be received by DPH Contracts Administration prior to start date of renewal period. It shall be the responsibility of Contractor to require any subcontractor to secure the same insurance coverage as prescribed herein for Contractor, and to obtain a certificate evidencing that such insurance is in effect. Contractor shall indemnify, hold harmless and name the following as Additional Insured: DPH, the State of Georgia, its officers, employees and agents from any liability arising out of Contractor's or Subcontractor's untimely failure in securing adequate insurance coverage as prescribed herein:

- A. Workers' Compensation Insurance, the policies to insure the statutory limits established by the General Assembly of the State of Georgia. The Workers' Compensation Policy must include Coverage B – Employer's Liability Limits of:

Bodily Injury by Accident	\$100,000.00 per employee
Bodily Injury by Disease	\$100,000.00 per employee
Policy Limits	\$500,000.00 policy limits

- B. Commercial General Liability Policy(ies) as follows:

Each Occurrence Limit	\$1,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
General Aggregate Limit	\$2,000,000.00
Products/Completed Ops Aggregate Limit	\$2,000,000.00

- C. Automobile Liability

Combined Single Limit	\$1,000,000.00
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- D. **Various types of coverage may come into play based on procurement type, job requirements, and other contract specific details. One should consider Professional Liability insurance which includes Errors and Omissions coverage. Consult with Information Technology Specialist, your Entity CIO Office, or GTA to assess impact to State IT infrastructure, IT security and/or other areas. Then seek Risk Management expertise as required.**

- E. Failure to provide Proof of Insurance within the timeframe described above will result in the termination of this contract.

- F. As All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

- G. As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the state from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the agreement. Contractor shall procure the

insurance policies at the contractor's own expense. All coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof. All policies shall contain a provision that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the state certificate holder on the certificate of insurance. Contractor shall furnish the state an insurance certificate listing the state as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the state. The certificate shall be furnished no later than ten (10) business days after notification of the State's intent to award a contract. In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent
2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the state
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

Certificate of Insurance (Sample)

INSTRUCTIONS TO PRODUCING AGENT: Complete the shaded portions of this certificate and return to the Insured. No condition, term, qualification, limitation, exception, exemption, modification, or proviso shall appear on the certificate.

Name, Address and Telephone Number of Producing Agent

CONTRACT NUMBER:

CONTRACT NAME:

Name and Address of Insured Contractor

Certificate Holder (Owner)

Type of Insurance (include brief description)	Policy No.	Company Affording Coverage	Policy Period Dates (MM/DD/YY)	Limits
Commercial General Liability				General Aggregate (Per Project) Products-Co./Op Agg Personal & Adv injury Contractual Each Occurrence
Commercial Business Automobile Liability Including, but not limited to, owned, hired and non-owned autos				Combined Single Limit OR Bodily Injury (per person) Property Damage
Workers Compensation				GA Statutory Limits Each Occurrence Disease - Policy Limit Disease Each Employee
Commercial Umbrella Liability				Each Occurrence Aggregate
Employers' Liability				Each Occurrence Disease - Policy Limit Disease Each Employee
Additional:				

Such insurance as is herein certified (i) applies to all insurance issues in connection with the work required by the provisions of the documents forming the contract, (ii) applies whether or not the contract documents between the insured contractor and the Owner have been executed, (iii) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals or rules and rates in effect, as modified by this certificate and the insurance article of the contract, (iv) have been issued to the insured named above, and (v) are in force at this time.

The Officers, Members, & Employees of the Owner and the State of Georgia are included as additional insureds as their interests may appear. Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance.

Each policy shall contain a provision that coverage afforded under the policies will not be canceled (or not renewed or allowed to lapse for any reason) until at least thirty (30) days after Owner has received notice thereof as evidenced by return receipt of registered letter. All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

Authorized Representative: _____ Date: _____

Type Name: _____

Attachment 7

Department of Public Health Form GC-00901A

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the Georgia Department of Public Health (“DPH”) and **Dekalb County Government Contract** (“Contractor”) have entered into the attached Contract, whereby Contractor will provide functions, activities, or services to DPH involving the use of Protected Health Information (“PHI”) as defined by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

WHEREAS, DPH is required by HIPAA to enter into a Business Associate Agreement with entities which provide functions, activities, or services on behalf of DPH involving the use of PHI;

NOW, THEREFORE, in consideration of the mutual promises contained herein, DPH and Contractor agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA and 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, now and as they may be amended in the future. Together HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and the Security Rule.”
2. Subject to the limitations of 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 DPH.
3. Contractor warrants that the individuals described on Attachment D-1 require access to PHI in order to perform services under the Contract. Contractor shall update Attachment D-1 as necessary.
4. Contractor warrants that the individuals described on Attachment D-2 require access to a DPH information system in order to perform services under the Contract. Contractor shall notify the DPH Project Leader no less than 24 hours in advance if any other individuals will need access to the DPH information system
5. Contractor warrants that only individuals designated by title or name on Attachments D-1 and D-2 will request or access PHI from DPH, that they will only do so in the performance of services under the Contract, and that these individuals will only request the minimum necessary amount of information in order to perform those services.
6. The parties agree that Contractor is a “Business Associate” to DPH within the meaning of the Privacy and Security Rule. Contractor shall comply with all obligations of the Privacy Rule and Security Rule that apply to DPH, and shall comply with all Privacy Rule and Security Rule requirements that apply to Business Associates. Contractor further warrants that it maintains and follows written policies and procedures to achieve and maintain compliance with the Privacy and Security Rules that apply to Business Associates, and that it will update such policies and procedures as necessary in order to comply with the and changes to the Privacy

and Security Rules. These policies and procedures, and evidence of their implementation, shall be provided to DPH upon request.

7. All communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

At DPH: Privacy Officer
2 Peachtree Street, NW, 15th Floor
Atlanta, Georgia 30303
DPH.Privacy@dph.ga.gov
404-657-2700

Anthony McGaughey
Interim Chief Information Security Officer, Office of Information Technology
2 Peachtree Street, NW, 12th Floor
Atlanta, Georgia 30303
Anthony.McGaughey@dph.ga.gov
404-467-3105

At Contractor: _____

8. Contractor further agrees:

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

B. Contractor will establish, maintain and use appropriate administrative, physical, and technical safeguards to prevent loss, use, or disclosure of the PHI other than as provided for by this Agreement, the Contract, or law.

C. Contractor will implement and use administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of DPH.

D. In addition to the safeguards described above, Contractor shall impose access controls that restrict access to PHI to the individuals listed on D-1 and D-2, as amended from time to time.

E. Contractor will password-protect and encrypt all electronic PHI for transmission and for storage on portable computers and media devices.

F. Contractor will mitigate, to the extent practicable, any harmful effect that result from a loss, use, or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract, or law. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft (including name, date of birth, and Social Security Number.)

G. Contractor will maintain a written Business Associate Agreement with any agent or subcontractor that will create, receive, maintain, or transmit on Contractor's behalf any

PHI pertaining to DPH. Such Agreement shall provide that Contractor's agent or subcontractor agrees to the same restrictions and conditions of this Agreement with respect to PHI that Contractor receives from DPH, and that Contractor's agent or subcontractor assumes the same duties with regard to the PHI that Contractor has assumed under this Agreement. Contractor further agrees that if it becomes aware of a pattern of activity or practice of its agent or subcontractor that constitutes a material breach or violation of its agreement with Contractor, then Contractor shall take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.

- H. Contractor will immediately report to DPH any "Breach" as defined by 45 CFR 164.402, and any known or suspected loss, use, or disclosure of PHI that is not authorized by this Agreement, the Contract, or law.
- I. Make an initial report to DPH in writing in such form as DPH may require within three business days after Contractor learns of a suspected unauthorized loss, use, or disclosure of PHI. This report will include the following:
 - i. The nature of the loss, use, or disclosure, a brief description of what happened, the date it occurred, and the date Contractor discovered the incident;
 - ii. The specific data points of PHI involved in the loss, use, or disclosure;
 - iii. The names of all persons with knowledge of the loss, use, or disclosure, and the names or categories of persons who may have obtained access to the PHI as a result;
 - iv. The corrective or investigative actions taken or to be taken in order to mitigate harmful effects, and to prevent further losses, uses, or disclosures;
 - v. Recommended protective actions to be taken by individuals whose PHI may have been lost, used, or disclosed; and
 - vi. Whether Contractor believes that the loss, use, or disclosure constitutes a Breach.
- J. Contractor will, upon request by the DPH Privacy Officer or the DPH Information Security Officer, provide a complete report of the Breach to DPH including a root cause analysis and a proposed corrective action plan. Upon request by DPH, Contractor shall implement the corrective action plan and provide proof of implementation.
- K. Contractor will report to the DPH Privacy Officer and the DPH 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 business days of discovery.
- L. Contractor will cooperate with DPH and provide assistance necessary for DPH to determine whether a Breach has occurred, and whether notification of the Breach is legally required or otherwise appropriate.
- M. If DPH determines that a Breach has occurred as a result of Contractor's loss, use, or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rule, then Contractor will provide all required notices to affected individuals, the Secretary of the U. S. Department of Health and Human Services, and the media, at Contractor's expense and in accordance with 45 C.F.R.

Part 164 subpart D. Such notices shall be submitted in advance to the DPH Privacy Officer for approval.

- N. Contractor will honor requests by DPH or by an individual for access to the individual's own PHI in accordance with 45 CFR 164.524; to make PHI available for amendment, and to incorporate such amendments into a designated record set in accordance with 45 CFR 164.526; to provide an accounting of all disclosures of the individual's PHI in accordance with 45 CFR 164.528; to document any such requests and the Contractor's response; and to notify DPH as soon as practicable of any such requests.
 - O. Contractor will provide access to the Secretary of the U.S. Department of Health and Human Services to Contractor's books and records and policies, practices, or procedures relating to the use and disclosure of PHI received from DPH, or created or received by Contractor on behalf of DPH.
 - P. In addition to any indemnification provisions in the Contract, Contractor will indemnify DPH from any loss or 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 employees, agents, or subcontractors. Such liability will include without limitation all actual and direct costs, settlement payments, damages awarded, civil penalties, litigation expenses, and attorneys' fees incurred by DPH.
9. Unless otherwise provided by law, DPH agrees that it will:
- A. Notify Contractor of any new limitation in DPH's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if such limitation will affect Contractor's use or disclosure of PHI.
 - B. Notify Contractor of any change in, or revocation of, permission by an individual for DPH to use or disclose PHI if 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 DPH has agreed to in accordance with the Privacy Rule if such restriction will affect Contractor's use or disclosure of PHI.
 - D. Before agreeing to any changes in or revocation of permission by an individual, or any restriction to use or disclose PHI, DPH will contact Contractor to determine feasibility of compliance. DPH agrees to assume all costs incurred by Contractor in compliance with such special requests.
10. The effective date of this Agreement shall be the same as that of the Contract. Unless otherwise terminated, this Agreement shall continue until all of the PHI provided by DPH to Contractor, or created or received by Contractor on behalf of DPH, is destroyed or returned to DPH.
- A. Termination for Cause. Upon violation of a material term of this Agreement by Contractor, DPH may provide an opportunity for Contractor to cure the breach and, if Contractor fails to cure the breach, terminate the contract upon 30 calendar days' notice.
 - B. Termination for Convenience. In the event that the Contract is terminated for any reason, then DPH may terminate this Agreement for convenience.
 - C. Effect of Termination.

- i. Upon termination of this Agreement, DPH shall determine whether return or destruction of PHI is feasible. If so, then Contractor shall at the direction of DPH either destroy the PHI or to return it to DPH, keeping no copies. If DPH determines that return or destruction is not feasible, then Contractor shall continue to extend the protections of this Agreement to the PHI for as long as Contractor maintains the PHI, and shall limit the use and disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.
 - ii. The obligations imposed upon Contractor with respect to its care, use, and disclosure of PHI, and its duty to comply with the Privacy and Security Rule with regard to such PHI, shall survive the termination of this Agreement and the termination or completion of the Contract.
11. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than DPH and Contractor.
12. This Agreement is intended to supplement, and not to diminish or alter, the terms and conditions of the Contract.

Dekalb County Government

BY: _____
SIGNATURE

TITLE

DATE

ATTACHMENT D-1

Individuals Permitted to Receive, Use, and Disclose DPH PHI

The following individual, as employees or agents of Contractor, need access to DPH Protected Health Information in order for Contractor to perform the services described in the Contract:

- _____ Title: _____
- _____
- _____ Title: _____
- _____
- _____ Title: _____
- _____
- _____ Title: _____
- _____
- _____ Title: _____

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

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DPH 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 the DPH Project Leader. Use of DPH Protected Health Information by individuals who are not described on this Attachment D-1, as amended from time to time, is a violation of the Agreement.

DPH Project Leader Contact Information:

ATTACHMENT D-2

Part 1:

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

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

_____ Contractor DOES need user accounts to access DPH 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 DPH Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DPH Information System Containing PHI

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

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

The DPH Project Leader must submit a completed DPH Network Access Request Form for each individual listed above, and for anyone who might later be added to this list.

Contractor must notify the Project Leader identified in the Contract 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.

Contractor must update this Attachment D-2 as needed and provide the updated form to the DPH Project Leader.

**ATTACHMENT 8
FEDERAL SUB-RECIPIENT ADDENDUM FOR SUB-AWARDS**

The Contractor's status as "sub-recipient" as that term is defined in 2 C.F.R. § 200.330 imposes additional identification of the sub-award and disclosure of information as required by 2 C.F.R. § 200.331.

1. Federal Award Identification:

- a. Sub-recipient Name (must match registered name in DUNS): **DeKalb County Government**
- b. Sub-recipient's DUNS (Data Universal Numbering System) Number (9 digits): **042630975**
- c. Federal Award Identification Number (FAIN): **X1141946**
- d. Date Award signed by Federal Agency: **04/30/2021**
- e. Sub-award Period of Performance Start and End Date: **05/01/2021 - 09/30/2023**
- f. Federal Funds Obligated by this Action: **\$173,083.00**
- g. Federal funds Obligated to Sub-recipient: **\$173,083.00**
- h. Total Amount of Federal Award: **\$948,874.00**
- i. Federal Award Project Description: **Maternal, Infant and Early Childhood Home Visiting Program American Rescue Plan Act Funding for Home Visiting**
- j. Name of Federal Awarding agency: **U.S. Department of Health and Human Services**
- k. Name of pass-through entity: **Georgia Department of Public Health**
- l. Contact information for awarding official: **HRSA, OFAM, DGMO, MCHSB, 5600 Fishers Ln, Rockville, MD 20852-1750**
- m. CFDA Name: **Maternal, Infant and Early Childhood Home Visiting Program (MIECHV)**
- n. CFDA Number: **93.870**
- o. Research and Development Contract: Yes No
- p. Indirect Cost Rate: **N/A**

2. Contractor must comply with the following provisions:

- a. Contractor shall allow Department to monitor activities to ensure use of the funds complies with the authorized purposes in compliance with Federal laws, regulations and the provisions of contracts or grant agreements and that performance goals are achieved.
- b. Contractor must submit the final invoice within 45 days of the end of the period of performance or such other date as specified by the sub-award and label final invoices as FINAL to allow for timely closeout of the sub-award. Invoices submitted later than 45 days from the end date of performance may not be paid.