



GEORGIA DEPARTMENT OF  
COMMUNITY HEALTH

Georgia State Office of Rural Health

# **FLEX FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

## **GRANT CYCLE 2015 - 2018**

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

RELEASE DATE: **10/15/2015**  
CLOSING DATE: **11/13/2015** 3:00 PM

POINT OF CONTACT: ROMERO M. STOKES, ISSUING OFFICER  
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**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

**TABLE OF CONTENTS**

SECTION		PAGE
I.	<b>BACKGROUND:</b> Purpose and Program Overview, Eligibility and Funding Preference, Match and Cost Sharing	2
II.	<b>SPECIAL REQUIREMENTS:</b> Deliverables and Application Submission	5
III.	<b>SUBMISSION GUIDELINES:</b> Submission Format and Required Content	6
IV.	<b>REQUIRED SELECTION CRITERIA:</b> Required Proposal Content, Point Allocation, Appendices, SMART Objectives Guide, Other Content and Supplemental Information	8
V.	<b>VENDOR EXCLUSION</b>	13
<b>APPENDIX A.</b>	<b>GRANT APPLICATION FORM</b>	
<b>APPENDIX B.</b>	<b>ETHICS STATEMENT: Includes Signature Page</b> Carefully read, sign, and adhere to Appendix B, the DCH Ethics Statements prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.	
<b>APPENDIX C.</b>	<b>ETHICS IN PROCUREMENT POLICY: Includes (2) Signature Pages</b> Carefully read, sign, and adhere to Appendix C, the DCH Ethics in Procurement Policy prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process.	
<b>APPENDIX D.</b>	<b>BUSINESS ASSOCIATE AGREEMENT: Includes Signature Page</b>	
<b>APPENDIX E.</b>	<b>BUDGET WORKSHEET</b>	
<b>APPENDIX F.</b>	<b>BIOGRAPHICAL SKETCH</b>	
<b>APPENDIX G.</b>	<b>WORK PLAN TEMPLATE</b>	
<b>APPENDIX H.</b>	<b>TIMELINE TEMPLATE</b>	

## BACKGROUND

<p><b>Background</b></p>	<p>The Georgia Department of Community Health (DCH) was created in 1999 by Senate Bill 241 and has the responsibility for insuring over two million people in the State of Georgia, maximizing the State’s health care purchasing power, coordinating health planning for State agencies and proposing cost-effective solutions for reducing the number of uninsured. Within DCH, the State Office of Rural Health (SORH) serves Georgians by improving access to health care in rural and underserved areas to improve health status and reduce health disparities.</p>
<p><b>Purpose</b></p>	<p>The purpose of the Flex Financial and Operational Improvement Grant is to assist in supporting the sustainability of rural hospital health care to ensure continued access to local hospital services to Georgia’s underserved rural population.</p>
<p><b>Program Overview</b></p>	<p><b><u>Goal 1:</u></b>  <b><u>To improve the financial and operational outcomes of CAHs</u></b></p> <p><b><u>Objective 1:</u></b>  <b><u>To identify financial and operational strengths and challenges, and to identify statewide and targeted strategies for improvement.</u></b></p> <p><b>Focus Area:</b>  A cohort of 16 CAHs has been identified to participate in the Flex Financial and Operational Assessment. The names of each of the 16 hospitals will be provided to the GRANTEE upon grant award.</p> <p><b>Requirements:</b></p> <ol style="list-style-type: none"> <li>1. Perform Comprehensive assessment of each cohort CAH using, at a minimum, the following indicators: <ul style="list-style-type: none"> <li>• Days in Accounts Receivable;</li> <li>• Days Cash on Hand;</li> <li>• Total Margin;</li> <li>• Cash Flow Margin;</li> <li>• Operating Margin;</li> <li>• Debt Service Ratio;</li> <li>• Salaries to Net Patient Revenue;</li> <li>• Long Term Debt to Capitalization;</li> </ul> </li> <li>2. Perform analysis of reporting practices for Medicare reimbursement</li> <li>3. Prepare hospital specific recommendations based on evidenced based best practices;</li> </ol>

4. Develop action plan with hospital management teams to implement best practice recommendations;
5. Provide education/training and technical support for operational improvements through Lean or other process improvement activities, workshops, direct consultations to CAHs.

**The project plan will be executed in three phases:**

- ✓ **Year One:** Comprehensive Analyses of operational and financial performance of the hospitals will be conducted using performance indicators with benchmarks and action plans established.
- ✓ **Year Two:** Conduct intensive on-site education and technical assistance; perform ongoing monitoring of financial and operational indicators for improvement; and guide redirection where incremental improvements have not been achieved.
- ✓ **Year Three:** Conduct a follow-up reassessment to evaluate effectiveness of program interventions for each CAH and for the FLEX Financial and Operational Improvement program as a whole. Identify successes, barriers/challenges, lessons learned. Prepare recommendations for ongoing operational and financial improvement priorities.

**Goal 2:**

**To improve the financial and operational outcomes of CAHs**

**Objective 2:**

**To identify more in-depth financial and operational strengths and problems based on trends or issues identified through Objective 1, and to identify major strategies for improvement for a hospital or a cohort of hospitals.**

Financial and Operational In-depth Assessment(s) and Action Planning

**Focus Area:**

Hospital Based Skilled Nursing Facilities (SNF), Rural Health Clinics (RHC) and/or Physician Practices.

**Requirements:**

For each identified CAH member of the 16 hospital cohort, complete service line level analysis for each focused area, including:

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

	<ol style="list-style-type: none"><li>1. Service line level analysis for each focused area, including: service-level financial and operational efficiency analyses; service market share evaluation; opportunities for new service development and growth of existing services; and the impact of discontinuation of services based on market need and/or operational performance.</li><li>2. Conduct physician practice management assessment; analyze physician and mid-level practitioner productivity, scheduling, staffing, billing and collection practices.</li><li>3. Prepare specific recommendations and action plans that have the potential to bring in additional revenue and improve clinic efficiency.</li><li>4. Ensure department-level staffing is appropriate relative to benchmarks future community needs.</li><li>5. Perform analysis of reporting practices for Medicare reimbursement.</li><li>6. Develop action plan with hospital management teams to implement best practice recommendations.</li><li>7. Perform onsite assessment, education/training and technical support based on evidence based sound financial principles.</li><li>8. Provide technical support for operational improvements through Lean or other process improvement activities, workshops, direct consultations to CAHs</li><li>9. The following indicators will be used, but may not be limited to:<ul style="list-style-type: none"><li>• Days in accounts receivable (SNF, RHC, and physician practice)</li><li>• Total margin (SNF, RHC, and physician practice)</li><li>• Operating margin (SNF, RHC, and physician practice)</li><li>• CAH cost report benefits from SNF and RHC</li><li>• Additional annual metrics which may be identified through HRSA Performance Improvement Measure System (PIMS)</li></ul></li><li>10. The project plan will be executed in three phases:<ul style="list-style-type: none"><li>✓ <b>Year One:</b> Service level analyses of operational and financial performance of the hospital operated entities will be conducted and baselines established.</li><li>✓ <b>Year Two:</b> Improvement activities will begin/continue. Note: These activities will be continuous through the three-year grant period.</li><li>✓ <b>Year Three:</b> A reassessment of operational and financial conditions will be conducted. Reassessment will not be a one-time activity but can occur multiple times during the three-year project period.</li></ul></li></ol>
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**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

<b>Eligibility and Funding Preference</b>	A health care accounting firm or other entity with a minimum of five years' experience in working with Georgia CAHs. The successful applicant must possess a thorough knowledge of the operational and financial requirements of Georgia CAHs, provider-based skilled nursing facilities, rural health clinics and physician practices. They must also demonstrate extensive knowledge and understanding of the threats that challenge the hospitals' current and future viability, the expertise to provide effective education and training where necessary, and proficient in providing industry-proven interventions that have the ability strengthen profitability and assist in stabilization of CAHs.
<b>Match and Cost Sharing</b>	Matching Funds/Cost Sharing Statement: Matching funds are not required for this grant opportunity.
<b>Anticipated Award Amount</b>	Award Amount Information – Maximum Award, Number of Awards – Maximum Award: \$170,000 annually. Number of Awards: One (1)
<b>Funding Cycle</b>	Upon official execution of the Grant through <b>8/31/2018</b>
<b>Special Requirements</b>	Special Requirements: None
<b>Deliverables</b>	<ol style="list-style-type: none"> <li>1. Work Plan and Budget. Within fourteen (14) days of grant execution, GRANTEE must submit a revised work plan and budget for DCH/SORH approval. If there are no revisions to the original work plan or budget, GRANTEE shall notify DCH/SORH in writing.</li> <li>2. Provide monthly or quarterly (as mutually agreed prior to grant execution) invoices and grant progress reports that include details of project progression. Status reports must include achievements of milestones within the defined work plan timeframes. Required performance measures will be provided to the GRANTEE by the State Office of Rural health Director of Hospital Services.</li> <li>3. The invoices must be submitted no more than 30 days following the close of each quarter. Any additional instructions which may be required will be provided by the SORH as needed.</li> <li>4. Deliver a final report to the SORH no more than 30 days following the close of the grant period. The final report should be a detailed report outlining the lifespan of the grant and programmatic outcomes.</li> </ol>
<b>Deadline for Submission of Questions</b>	Questions must be submitted in writing to Romero Stokes, <a href="mailto:rstokes@dch.ga.gov">rstokes@dch.ga.gov</a> by 10/30/2015. Responses to questions will be posted within five (5) business days from the Questions closing date.
<b>Deadline for Submission</b>	<b>APPLICATIONS MUST BE RECEIVED BY: Friday, November 13, 2015, by 3:00 PM</b>
<p><b>In addition, the following factors may affect the funding decision:</b>  <i>Availability of funds</i>  <i>Relevance to program priorities</i></p>	

## SUBMISSION GUIDELINES

### APPLICATION SUBMISSION

Submission requires remittance of three (3) hard copies, bound and tabbed, with one (1) marked "Original" inclusive of original signatures and three (3) separate electronic/digital copies submitted on flash/thumb drives, with one (1) designated as the original copy of the Grant Application. Applications may be delivered via U.S. mail, an express mail carrier, hand delivered or couriered. **COMPLETED APPLICATIONS MUST BE RECEIVED BY FRIDAY, 11/13/2015.** If the application is incomplete or non-responsive to submission requirements, it will not be entered into the review process. The applicant will be notified by email that the application did not meet submission requirements.

Timely and complete submissions are the responsibility of the applicant(s). The Department of Community Health welcomes completed submissions prior to the **FRIDAY, NOVEMBER 13, 2015** closing date, however all submissions are final. **ALL LATE APPLICATIONS WILL BE CONSIDERED NON-RESPONSIVE TO SUBMISSION REQUIREMENTS.**

### Mailing Address for Application Delivery

Romero M. Stokes, Issuing Officer  
Georgia Department of Community Health  
2 Peachtree Street, NW, 35th Floor  
Atlanta, Georgia 30303-3159  
E-mail: [rstokes@dch.ga.gov](mailto:rstokes@dch.ga.gov)

### SUBMISSION FORMAT

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

1. PDF file format.
2. **Font Size:** 12 point unreduced (Arial or Times New Roman).
3. **Page Size:** 8.5 by 11 inches.
4. **Page Margin Size:** One inch.
5. **Project Abstract** should be single spaced and shall not exceed 1 page.
6. **Project Narrative:**
  - a. The Project Narrative should be double spaced.
  - b. The Project Narrative shall not exceed a maximum of 15 pages (if the narrative exceeds the page limit, only the first pages which are within the page limit will be reviewed).
  - c. The Project Narrative consists of the following components as detailed on pages 8-11:
    1. Needs Assessment

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

2. Significance
3. Quality of Project Design and Methodology
4. Work Plan
5. Quality of Management Plan
6. Quality of Project Evaluation
7. Quality of Project Schedule
7. **Organizational Narrative:**
  - a. The Organizational Narrative should be double spaced.
  - b. The Organizational Narrative shall not exceed a maximum of 2 pages (if the narrative exceeds the page limit, only the first pages which are within the page limit will be reviewed).
8. **Budget Worksheet and Budget Justification:**
  - a. The Budget must be completed on Appendix E.
  - b. The budget justification is limited to a maximum of 6 pages (if the budget narrative exceeds the page limit, only the first pages which are within the page limit will be reviewed). The spacing should be double spaced.
9. **Number** and **Label** all pages; not to exceed the maximum number of pages where applicable.
10. **Headers** should identify each section and **Footers** should include: the name of the organization and page numbers.
11. **All** required forms and consent **MUST** be on the flash/thumb drive in the order and format set forth in this solicitation.

## **REQUIRED SELECTION CRITERIA**

### **PROJECT ABSTRACT**

A Project Abstract is required for all application forms. The Project Abstract must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed. It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This abstract must not include any proprietary/confidential information. **The Project Abstract will not be counted toward the narrative page limit. (5 pts)**

### **PROJECT NARRATIVE**

This section provides a comprehensive framework and description of all aspects of the proposed project. It should be succinct, self-explanatory and well organized so that reviewers can understand the proposed project.

**Use the following section headers for the Narrative:**

#### **Needs Assessment (10 pts)**

This section outlines the perceived needs as outlined in the Program Overview and how the project will help address those unmet needs. This section should help reviewers understand your approach and how your proposed project will meet the requirements of this grant. In determining the need for the proposed project, we consider the following factor:

- The extent to which specific gaps or weaknesses in services, infrastructure, or opportunities have been identified and will be addressed by the proposed project, including the nature and magnitude of those gaps and weaknesses.

#### **Significance (10 pts)**

In determining the significance of the proposed project, we consider the following factor:

- The extent to which the proposed project involves the development or demonstration of promising new strategies that build on, or are alternatives to, existing strategies. ( pts)

#### **Quality of Project Design and Methodology (20 pts)**

This section describes proposed methods that will be used to address the stated needs and to meet each of the previously-described program requirements and expectations in this funding opportunity announcement. In determining the significance of the quality of the design of the proposed project, we consider the following factors:

- The extent to which the goals, objectives, and outcomes to be achieved by the proposed project are clearly specified and measurable.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

- The extent to which the proposed project will be coordinated with similar or related efforts, and with other appropriate community, State, and Federal resources.
  
- The extent to which the proposed project is designed to build capacity and yield results that will extend beyond the period of State or Federal financial assistance.

**Work Plan** (10 pts)

This section describes the activities or steps that will be used to achieve each of the activities proposed in the Methodology section over the course of the project period. **The following should be addressed in this section:**

- The applicant describes a clear and coherent work plan that is aligned with the project's goals and objectives. To accomplish this, applicants are strongly encouraged to present a matrix that illustrates the project's goals, strategies, activities and measurable process and outcome measures (A template, **Appendix G**, is provided but it is not required that the applicant use the provided template). The work plan must outline the individual or organization responsible for carrying out each activity and reflect a timeline for completion of such activity.

**Quality of Management Plan** (5 pts)

In determining the quality of the management plan of the proposed project, we consider the following factor:

- The adequacy of the management plan to achieve the objectives of the proposed project on time and within budget, including clearly defined responsibilities, timelines, and milestones for accomplishing.

**Quality of Project Evaluation** (15 pts)

In determining the quality of the evaluation, we consider the following factors:

- The extent to which the methods of evaluation are thorough, feasible, and appropriate to the goals, objectives, and outcomes of the proposed project.
  
- The extent to which the methods of evaluation will provide performance feedback and permit periodic assessment of progress toward achieving intended outcomes.
  
- Describe how project goals will be tracked, measured, and evaluated. Any assumptions made in developing the project matrix/work plan and the anticipated outputs and outcomes of grant-funded activities should be explained. Both outcome and process measures may be used to assess the progress of efforts.
  
- Explain the process by which data/information for these measures will be collected and analyzed, including an approach for evaluating the network's progress in relation to its proposed outputs and outcomes. If an outside evaluator/consultant will be hired to assist in the evaluation of the network's progress, provide details about the evaluator and the proposed approach for conducting an evaluation.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

- Discuss ongoing quality assurance/quality improvement strategies that will allow for the early detection and modification of ineffective strategies. The applicant should also describe how it will conduct a network self-assessment and how it will use that information to help inform the network's quality improvement strategy.
- It is strongly recommended that the applicant submit a clear and detailed logic model to illustrate the evaluation process and how it related to the goals, objectives and activities as described in the Project Design and Work Plan.

**Quality of Project Schedule** (5 pts)

In determining the quality of the project schedule, we consider the following factors:

- Using a recognized project scheduling tool (Gantt Chart, PERT, WBS, etc.), describe the actions, deliverables and milestones of the project, the amount of time required to achieve said deliverables and milestones, and the individuals/teams responsible for said actions.
- A timeline template is provided (Appendix H) but it is not required that the applicant use the template.

**ORGANIZATIONAL NARRATIVE**

This section describes the lead applicant, the network and its members. The following should be addressed in this section: (5 pts)

- Provide a brief overview of the lead applicant organization that includes information such as their mission, structure and current primary activities. The lead applicant should describe its ability to manage the grant project and personnel. It should also identify and describe financial practices and systems that assure that the applicant organization has financial resources to manage State and/or Federal funds.
- State whether the applicant has a project director in place, or an interim director. If the project has an interim director, discuss the process and timeline for hiring a permanent director for this grant, if applicable.
- Information on the individual who will serve as the project director (or interim) and will be responsible for project monitoring and for ensuring the grant activities are carried out. It is preferable, but not required, that the proposed project identifies a permanent director prior to receiving grant funds. Evidence that the project director will allot at least 25 percent of their time to the project and has management experience involving multiple organizational arrangements. The applicant organization should have at least one paid full-time staff employed at the time of application.
- Please submit documentation of the lead applicant's legal identity as a for-profit, nonprofit or public entity. Documentation would include:
  - Dun & Bradstreet (D&B) Supplier Evaluation Report (SER); and
  - Printout or Screenshot from Secretary of State Corporations Division web portal

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

- Applicant should provide an organizational chart that illustrates the hierarchy of roles and responsibilities of the organization as it pertains to the staff/team affiliated with the proposed project.

## **BUDGET WORKSHEET AND BUDGET JUSTIFICATION**

- All anticipated expenses and funding sources directly related to this project, including in-kind contributions, should be calculated and completed on the included Budget Worksheet (Appendix E).
- A concise narrative labeled **Budget Justification** should follow the Budget Worksheet (Appendix E). The budget plan and budget forms will not be counted toward the narrative page limit. Note, however, that both documents should be placed immediately after the Organizational Narrative in your proposal submission and should not exceed six (6) pages. Do not sequentially number this section.). Provide a detailed and clearly justified budget narrative that is consistent with the purpose and objectives. Describe the financial resources needed over the duration of the project period and include the share requested from this grant as well as funds from other sources, including organizations, institutions. Describe any in-kind sources of support. (15 pts)

**APPENDICES:** All appendices are required. Some appendices include a Signature Page(s) carefully read, sign, and adhere to these forms prior to responding to any Department of Community Health Request for Grant Applications (RFGA). Failure to do so could result in the disqualification of your application at any time during the application process. Included Appendices are as follows:

- A. Grant Application Form
- B. Ethics Statement (*Signature Page must be submitted*)
- C. Ethics in Procurement Policy (*Signature Pages must be submitted*)
- D. Business Associate Agreement (*Signature Page must be submitted*)
- E. Budget Worksheet (*Budget Justification **MUST** accompany this appendix*)
- F. Biographical Sketch (*For key personnel only*)
- G. Work Plan Template
- H. Timeline Template

### **OTHER CONTENT**

Although not required an applicant may wish to submit the following:

- Relevant certification documents as detailed in Section I – Background.

**Point of Contact:** Romero Stokes, Issuing Officer  
Georgia Department of Community Health  
2 Peachtree Street, NW 35<sup>th</sup> Floor  
Atlanta, Georgia 30303 – 3159  
E-mail: rstokes@dch.ga.gov

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

**Grant Funding:** DCH grant funding is subject to availability.  
All awards are subject to the discretion of the Commissioner.

**Indirect Cost:** Indirect costs represent the expenses of doing business that are not readily identified within the budget submission (Appendix E.) but are necessary for the general operation of the organization and the facilitation of the activities required by the grant. In theory, costs like heat, light, accounting and personnel might be charged directly if little meters could record minutes in a cross-cutting manner. Practical difficulties preclude such an approach. Therefore, cost allocation plans or indirect cost rates are used to distribute those costs to benefiting revenue sources. For the purpose of providing the most efficient and effective use of grant dollars DCH limits the application of indirect costs to 9.27 percent.

### **SMART OBJECTIVES**

To further enhance performance measurement the Department of Community Health is requiring that objectives be “*SMART*” (Specific, Measurable, Attainable, Realistic and Timely). This will assist the department in evaluating whether the objectives that are being set are effective and appropriate for the project.

Be aware of the differences between *goals* and *objectives*. Goals relate to aspirations, purpose and vision. The objective is a plan to achieve the goal therefore a goal may have many objectives.

“*SMART*” refers to the acronym that describes the key characteristics of meaningful objectives, which are **S**pecific (concrete, detailed, well defined), **M**easurable (evaluable in terms of outcomes, data, numbers, quantity, comparison), **A**chievable (feasible, actionable), **R**ealistic (considering resources) and **T**imely (a defined time line). However this order may not always be the best way to write your objectives. Often M-A/R-S-T is the preferred method.

1. **SPECIFIC** emphasizes the need for a specific goal rather than a more general one. This means the goal is clear and unambiguous; without vagaries and platitudes. To make goals specific, they must tell a team exactly what is expected, why is it important, who’s involved, where is it going to happen and which attributes are important.
2. **MEASURABLE** is the most important consideration when developing *SMART* objectives. Measurability is the evidence of objective achievement. This is your outcomes or other measurable data.
3. **ATTAINABLE** is correlates to Measurable. Objectives, unlike your aspirations and visions, need to be attainable, there is no point in starting a project which is improbable or impossible to complete or one in which you can’t tell when you are finished. An objective is only attainable when it is also measurable and limitations have been assessed. Although an objective may be measurable you must also consider if you have the necessary resources or at least a realistic chance of acquiring the resources.
4. **REALISTIC** is correlates to Attainable. If it is achievable it may not be realistic and conversely if it is not realistic, it is not achievable. Realistic is about who, what, when, where and how. This is where human capital, resources, time, money and opportunity intersect.
5. **TIMELY** correlates to measurable, attainable, realistic and specific. Timely is the deadline set for achievement of an objective. Deadlines **MUST** be achievable and realistic to merit the undertaking. A timely objective is a measurable objective. A timely objective is a specific objective as it answers when achievement will be met.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

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

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

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

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

**Persons or Entities Excluded:**

In addition to the excluded participants, exclusion applies to:

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

Participants will be excluded from participation in DCH programs not as a penalty but rather to protect public funds and to ensure the integrity of publicly funded programs.

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

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

<b>Name of Grant:</b>		
<b>Applicant Organization:</b>		
<b>Legal Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>Federal ID Number:</b>		<b>State Tax ID Number:</b>
<b>DIRECTOR OF APPLICANT ORGANIZATION</b>		
<b>Name/Title:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>FISCAL MANAGERT OFFICER OF APPLICANT ORGANIZATION</b>		
<b>Name/Title:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>
<b>OPERATING ORNAGIZATION (If Different from Applicant Organization)</b>		
<b>Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-Mail:</b>
<b>CONTACT PERSON FOR OPERATING ORNAGIZATION (If Different from Director Organization)</b>		
<b>Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	<b>Fax:</b>
<b>CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION (If Different from Contact Person for Operating Organization)</b>		
<b>Name:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	<b>Fax:</b>
<b>Amount Requested:</b>	<b>Type of Organization:</b>	
\$	<input type="checkbox"/> Hospital <input type="checkbox"/> Physician <input type="checkbox"/> Primary Care Provider <input type="checkbox"/> Clinic <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government Entity <input type="checkbox"/> Faith Community <input type="checkbox"/> For-Profit <input type="checkbox"/> Consortia of These	
I CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE SUBMITTED THIS APPLICATION ON THE BEHALF OF THE APPLICANT ORGANIZATION.		
<b>SIGNATURE:</b>	<b>TITLE:</b>	<b>DATE: CLICK FOR DATE</b>

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

## 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, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

## 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, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

**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, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT  
**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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

## ETHICS IN PROCUREMENT POLICY

### 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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT  
**ETHICS IN PROCUREMENT POLICY**

“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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

## ETHICS IN PROCUREMENT POLICY

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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

### **ETHICS IN PROCUREMENT POLICY**

4. In the event that the Department identifies that the employee maintains a relationship of any sort that leads 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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

## ETHICS IN PROCUREMENT POLICY

### 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*

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

## ETHICS IN PROCUREMENT POLICY

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.

#### 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.

## GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH

2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**ETHICS IN PROCUREMENT POLICY**

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, STATE OFFICE OF RURAL HEALTH

2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

**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, STATE OFFICE OF RURAL HEALTH

2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

**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

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Signature

\_\_\_\_\_  
Date

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT  
**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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

**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.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

**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

GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

**BUSINESS ASSOCIATE AGREEMENT**

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, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT

**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, STATE OFFICE OF RURAL HEALTH  
2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**

**BUDGET WORKSHEET**

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

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

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

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**  
**BIOGRAPHICAL SKETCH**

Provide the following information for the **KEY PERSONNEL** and other significant contributors in the alphabetical order.  
 Follow this format for each person. **DO NOT EXCEED TWO PAGES.**

COMPANY/AGENCY NAME:			
(LAST, FIRST, MIDDLE):			
CURRENT POSITION/TITLE:			
ROLE IN PROPOSED PROJECT:			
POSITION CLASSIFICATION:			
EDUCATION/TRAINING (Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)			
INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY

**NOTE: The Biographical Sketch may not exceed two pages.**

**A. Experience.** List in chronological order previous positions, concluding with your present position.

**B. Job Summary.** Detail the qualifications, knowledge, skills and abilities required for the role in the project.

**C. Responsibility and Authority.** List the related duties and task associated with the role in the project. Identify any and all lines of authority including superiors and subordinates if they are included as key personnel as reflected on Appendix I.



**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**  
**PROJECT WORK PLAN TEMPLATE**

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

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH, STATE OFFICE OF RURAL HEALTH**  
**2015 FINANCIAL AND OPERATIONAL IMPROVEMENT GRANT**  
**TIMELINE TEMPLATE**

<b>ORGANIZATION:</b>				<b>POINT OF CONTACT:</b>				<b>PHONE:</b>			
<b>GRANT PROGRAM:</b>			<b>GRANT NUMBER:</b>		<b>FUNDING PERIOD:</b>			<b>AWARD AMOUNT:</b>			

The work plan should follow a chronological progression and complement the project work plan. All activities/deliverables detailed in the work plan should be included on the timeline and listed chronologically in the manner of completion over the grant cycle. Cells **MUST** be color coded and adjacent to that activity to indicate the start of the activity and the end of the activity. The first four lines are examples. Please delete the examples before entering your data.

ACTIVITY/DELIVERABLE:	SEP 15'	OCT 15'	NOV 15'	DEC 15'	JAN 16'	FEB 16'	MAR 16'	APR 16'	MAY 16'	JUN 16'	JUL 16'	AUG 16'

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

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

**Applicant Organization:**

**Contact Name:**

**Address:**

**City:**

**State:**

**ZIP Code:**

**Fax:**

**E-mail:**

**DO NOT COMPLETE THE SECTION BELOW.**

Please place this checklist on top of your application package. This checklist will be returned to you and certify that your application for the **Name of Grant Opportunity** has been received by the Department of Community Health and includes the following requirements:

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

**Please note that missing or incomplete requirements may result in a non-responsive designation and your application may not be reviewed for consideration of this award.**

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

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

\_\_\_\_\_  
**Date**