

**AGREEMENT  
BETWEEN  
RICHMOND COUNTY BOARD OF HEALTH  
AND \*COMPANY NAME\***

This document constitutes an agreement between the Richmond County Health Department and \*Company Name\* for the provision of Landscaping Services.

**\*Company Name\* Shall:**

- A. Provide Landscaping services to the Richmond County Health Department locations at 950 Laney Walker Blvd., 2420 Windsor Spring Road, and 1916 North Leg Road (Buildings A-L) in Augusta, GA as per contract specifications and attachments A, B, C, D-1, D-2, E, and Debarment Statement.
- B. Maintain insurance coverage in the following amounts and provide certificate of insurance. All insurance coverage shall remain in full force and effect during the initial term of the agreement and any renewal or extension thereof:  
Commercial General Liability (CGL): Each Occurrence Limit; \$1,000,000;  
Personal & Advertising Injury Limit \$1,000,000; General Aggregate Limit \$2,000,000; Bodily Injury (500,000), Property Damage (150,000) and Employee Dishonesty (5% of vendors bid)
- C. Submit a monthly invoice by the 20<sup>th</sup> of each month to:  
Richmond County Health Department  
Attn: Accounts Payable, Sheryl Champy  
1916 North Leg Road  
Augusta, GA 30909
- D. Abide by all state and federal rules and regulations regarding client confidentiality.
- E. Comply with the Drug-Free Workplace Act.
- F. Adhere to the "Smoke-Free" policy of the Richmond County Health Department.
- G. Provide the Richmond County Health Department with a criminal investigation report on individuals employed by \*Company Name\*. Comply with OSHA guidelines regarding contaminated waste.
- H. \*Company Name\* accepts full responsibility for their agents, employees, subcontractors and any other person working on their behalf, while on the Richmond County Health Department premises.
- I. Provide affidavit to verify that \*Company Name\* is enrolled in the Employment Eligibility Verification program (E-Verify).
- J. Debarment Statement must be completed.

**The Richmond County Health Department Will:**

- A. Pay \$\_\_\_\_\_ per month total upon receipt of monthly invoices for the Laney Walker, South Augusta and North Leg locations.

This contract becomes effective on \_\_\_\_\_ \*date\* and will end \_\_\_\_\_ \*date\*.  
This contract has an initial 12-month term and The Richmond County Health Department shall have the option, in its sole discretion, to renew the Contract for up to 2 additional 12-month term renewals. Renewal will depend upon the best interest of the Richmond County Health Department, funding, and Contractor's performance.

**Termination Upon Notice**

Either party may cancel this contract with a (30) thirty day written notice, with or without cause. Following thirty (30) days written notice, the Richmond County Health Department may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the contractor shall be entitled to compensation. Upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the Richmond County Health Department, compensation will be provided, up to and including the date of termination.

\_\_\_\_\_  
\*Company Name\*  
Owner Name  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
D. Stephen Goggans, MD, MPH, FACP  
District Health Director  
Richmond County Board of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kenneth Echols  
Chairman  
Richmond County Board of Health

\_\_\_\_\_  
Date

**Attachment A**

**BUSINESS ASSOCIATE AGREEMENT**

**WHEREAS**, the Georgia Department of Public Health (“DPH”) and **\*Company Name\*** 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:

A. At East Central Health District:

Jonathan Adriano  
Privacy Officer  
1916 North Leg Road  
Augusta, GA 30909  
[Jonathan.Adriano@dph.ga.gov](mailto:Jonathan.Adriano@dph.ga.gov)  
706-667-4931

Betty McCall  
Information Security Officer  
1916 North Leg Road  
Augusta, GA 30909  
[Betty.McCall@dph.ga.gov](mailto:Betty.McCall@dph.ga.gov)  
667-4258

B. At Contractor:

<b>*Company Name*</b>
c/o
Address
City, state

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.

**\*Vendor Name\***

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## Attachment B

### Richmond County Health Department Bid Specifications for Landscape Maintenance:

**950 Laney Walker Blvd.** (exception-Parking lot at the corner of James Brown Blvd. & Spruce Street - see specifications below)

**2420 Windsor Spring Road**

#### Specifications:

- Landscape work requested to be done on Saturdays
- Soil Analysis annually to determine and adjust PH
- Mow weekly during growing season, bag & remove
- Aerate turf annually
- Edge curbs, walks, and all straw beds weekly
- Weed eat weekly
- Apply pre-emergent-weed control
- Apply post-emergent-weed control
- Apply total kill herbicide-weed control
- Prune shrubs, trees and ground cover
- Keep shrubs at least 18" away from HVAC units and buildings
- Branches and limbs shall be kept a minimum of two feet away from all buildings, especially roofs. Trees by sidewalks and parking lots shall be maintained to provide clearance for pedestrians and vehicles.
- Pinestraw -2 times per year to include annual and perennial beds
- Manual weed control weekly
- Apply fungicides and insecticides-insect & disease control- \*note frequency or attach schedule
- Fertilize shrubs, trees, ground covers and all plant materials 3 times/year
- Blow sidewalks, parking areas, roadway, area all around dumpster, door and gate entryway areas weekly as well as any other areas needing blowing
- Remove leaves - fall season
- Provide and plant bedding plants with seasonal color 2 times/year
- At planting treat beds with preventive soil fungicide
- Remove all trash from landscaping beds, turf areas and parking lot on a weekly basis.
- Inspect irrigation system components
- Insect and Disease control
- Contractor is responsible for providing a staff trained and familiarized with the setup, monitoring and maintenance of the irrigation system at Owner's sites
- Set-up Irrigation system-cycle and inspect each zone monthly
- Reset irrigation system cycle times as necessary for seasonal changes and in accordance with Augusta Utilities Dept. watering schedule

- Report any irrigation or outdoor faucet leak immediately
- Adjust sprinkler heads to prevent overspray onto cars, pavement & vehicles
- Notify of any irrigation repairs or renovations which represent changes to the existing irrigation on current record drawing prints and submit to Owner.
- Check and maintain inside and outside of retention pond area on a weekly basis - **South Augusta only**
- Irrigation Repair (additional cost) (contractor responsible if damage caused by landscapers)
- Notify of any dead trees
- Monthly grounds inspection
- Maintain landscaping outside of fence line around entire property to include
  - Outside fence along the service lane
  - Outside fence line between Richmond County Health Department and shopping center next door (and all areas outside the fence line)

**950 Laney Walker Blvd. - Parking Lot at The Corner of James Brown Blvd. & Spruce Street**

- Mow weekly during growing season, bag & remove
- Mow winter season as needed
- Edge sidewalks and shrub beds
- Weed eat
- Prune and trim bushes; remove clippings
- Site to be left clean and free of debris
- Remove leaves from shrub beds at end of fall season
- Remove dead plants and shrubbery from grounds
- Blow sidewalks, parking areas and roadways as needed for neat appearance
- Fertilize as needed
- De-weed once/month
- Pine straw - install in existing areas once/year - do not put up against building
- Inspect grounds monthly and as requested
- Notify of any dead trees

## Attachment C

### Richmond County Health Department Bid Specifications for Landscape Maintenance:

#### 1916 North Leg Road Buildings A-L

#### Specifications:

- Landscape work requested to be done on Saturdays
- Soil Analysis annually to determine and adjust PH
- Mow weekly during growing season, bag & remove
- Aerate turf annually
- Edge curbs, walks, and all straw beds weekly
- Weed eat weekly
- Apply pre-emergent-weed control
- Apply post-emergent-weed control
- Apply total kill herbicide-weed control
- Prune shrubs, trees and ground cover
- Keep shrubs at least 18" away from HVAC units and buildings
- Branches and limbs shall be kept a minimum of two feet away from all buildings, especially roofs. Trees by sidewalks and parking lots shall be maintained to provide clearance for pedestrians and vehicles.
- Pinestraw -2 times per year in existing areas
- Manual weed control weekly
- Apply fungicides and insecticides-insect & disease control- \*note frequency or attach schedule
- Fertilize shrubs, trees, ground covers and all plant materials 3 times/year
- Blow sidewalks, parking areas, roadway, area all around dumpster, door entryway areas weekly as well as any other areas needing blowing
- Remove leaves - fall season
- Provide and plant bedding plants w/ seasonal color 2 times/year
- At planting treat beds with preventive soil fungicide
- Remove all trash from landscaping beds, turf areas and parking lot on a weekly basis.
- Insect and disease control
- Notify of any dead trees
- Monthly grounds inspection

**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:

---

---

---

**Exhibit E  
Landscape Bid**

<b>Company Name:</b>
<b>Owner/Contact Name:</b>
<b>Address:</b>
<b>Phone:</b>
<b>Email:</b>

<b>Itemize Bid Below As Follows:</b>	
950 Laney Walker Cost/Month	\$
2420 Windsor Spring (S. Aug) Cost/Month	
1916 North Leg (Bldgs. A-L) Cost/Month	\$
<b>TOTAL MONTHLY COST</b>	\$
<b>TOTAL ANNUAL COST</b>	\$

<b>Additional Services:</b>	
Irrigation system repair rate	\$

<b>Other:</b>	
How long has company been in business?	
Years experience of crew leader?	
Years experience of other assigned workers?	

**\*Provide 3 references of work done on similar properties**

**Richmond County Health Department  
Debarment Statement**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension,  
34 CFR Part 85)

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (a)  Are  Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, and/or Local department or agency;
- (b)  Have  Have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c)  Are  Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d)  Have  Have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [ecphd@dph.ga.gov](mailto:ecphd@dph.ga.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify East Central Health District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by East Central Health District during the course of your relationship with East Central Health District.