



**STATE OF GEORGIA
MASTER AGREEMENT
BETWEEN**

**THE GEORGIA DEPARTMENT OF PUBLIC HEALTH
AND
BABIES CAN'T WAIT PROGRAM SERVICE PROVIDERS
FOR**

The provision of quality early intervention services to eligible children and their families

CONTRACT NUMBER: 40500-040-19192607

Agreement Effective Date: July 1, 2018

Agreement End Date: June 30, 2019

THIS MASTER AGREEMENT (“Master Agreement” or “Agreement”), with an effective date of July 1, 2018, (hereinafter referred to as the “Effective Date”), is made and entered into by and between the Georgia Department of Public Health (hereinafter referred to as “DPH” “the Department” or “Department”) and contracting Service Providers.

WHEREAS, the Department is empowered to safeguard and promote the health of the people of this state and is empowered to employ all legal means appropriate to that end pursuant to the Official Code of Georgia Annotated (O.C.G.A.) § 31-2A-1, et. seq.;

WHEREAS, pursuant to O.C.G.A. § 31-2A-2, the Georgia Department of Public Health was established;

WHEREAS, it is the purpose of this Agreement to establish a relationship and outline the obligations, expectations, and conditions of participation between the Georgia Department of Public Health and the Service Provider and to ensure quality services **are provided** to eligible children and their families, in accordance with Part C of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Public Law 108-446 [otherwise known as Part C or the Early Intervention Program for Infants and Toddlers with Disabilities] and Georgia’s Babies Can’t Wait/Part C program.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

I. PARTICIPATION AGREEMENT:

Service Providers may join as an additional party to this Agreement by signing the attached Attachment “1” – Participation Agreement and agreeing to comply with all the terms and conditions of this Agreement.

II. CONDITIONS OF PARTICIPATION:

Service Provider agrees to fully and faithfully perform the services and comply with the conditions described in Attachment “2” – Conditions of Participation and its exhibits, which have been attached and incorporated into this Agreement.

III. NOTICES AND LIAISONS

The parties will coordinate and conduct communications through their respective liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective liaisons will be deemed communications and notices from the party.

For the Department:

Contract Administration:

Angela Knight, Contract Specialist
Georgia Department of Public Health
Address: 2 Peachtree Street, Suite 9-205
Atlanta, Georgia 30303
Phone #: 404-232-1140
E-mail: Angela.Knight@dph.ga.gov

Business Owner:

DeMetria Barnes, Provider Relations
Georgia Department of Public Health
Address: 2 Peachtree Street, 11th Floor
Atlanta, Georgia 30303
Phone #: 404-657-5622; 404-657-2850
E-mail: DeMetria.Barnes@dph.ga.gov

For SERVICE PROVIDER:

The Service Provider must notify the EIC and Contract Business Owner of any changes to the contact information within thirty (30) business days of the change.

IV. COMPENSATION

The Service Provider shall be paid for eligible services on a fee-for-service basis, via electronic funds transfer (EFT), in accordance with and as described in **Attachment “2” – Conditions of Participation.**

V. TERMINATION FOR CONVENIENCE

Following thirty days’ written notice, the Department or Service Provider may terminate the Agreement in whole or in part without the payment of any penalty or incurring any further obligation. Following termination for convenience, the Service Provider shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Agreement to the Department up to and including the date of termination. The Department will not be obligated under any circumstances to pay for any services performed by the Service Provider after the effective date of termination. After sending or receiving notice of termination, the Service Provider agrees to continue to provide services up to 12:01 a.m. on the effective date of termination.

VI. TERMINATION FOR CAUSE

The Department may terminate this Agreement immediately, notwithstanding the advance-notice provisions specified above, if:

- A. The Service Provider breaches any of the terms or conditions of this Agreement or the BCW Program Policy Manual;
- B. The Department determines, in its sole discretion, that appropriated and otherwise unobligated funds are no longer able to satisfy the obligations of the Department under this Agreement;
- C. A petition in bankruptcy or similar proceeding has been filed by or against the Service Provider;
- D. The Service Provider is convicted of misconduct, fraud, or abuse;
- E. There are adverse findings per the criminal history;
- F. The Department determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a risk to life, health, or safety;
- G. The Contractor fails to comply with confidentiality laws or obligations; or
- H. The **Service Provider’s Certification or** Professional license is revoked.

VII. SUSPENSION

The Department may suspend this Agreement immediately if the:

- A. The Service Provider loses their certification;
- B. The Service Provider incurs a lapse in licensure;
- C. The Service Provider has a lapse in Medicaid/Care Management Organization (CMO) insurance;
- D. The Service Provider incurs a lapse in liability insurance;
- E. The Service Provider fails to enroll in at least **two of Georgia’s current CMOs**;
- F. The Service Provider is under investigation for misconduct, fraud, or abuse;

- G. The Service Provider’s Criminal History Check expires;
- H. The Service Provider has a criminal history check and is “not eligible” to contract with the Department. Suspension can last no longer than 90 calendar days from date of Applicant Eligibility Status notification letter, while the provider works to resolve the issue. If a resolution is not made by 91 calendar days, the provider will be terminated;
- I. Service Coordinator, Intake Coordinator and Special Instructor/ Family Training: Early Interventionist Non-Licensed Provider (FTEINL): The Service Provider
 - a) fails to register for the SCEIs database
https://valdosta.co1.qualtrics.com/jfe/form/SV_3zasaP7DiHSmuF within 30 days of contract execution date,
 - b) fails to complete the SCEIs modules within 6 months of contract execution or joining an existing contract,
 - c) fails to timely meet the initial SCEIs module training requirements,
 - d) fails to obtain the ongoing required number of Skilled Credentialed Early Interventionists (SCEIs) continuing education units (CEUs) or d) fails to meet additional SCEIs requirements.

VIII. CONFLICT RESOLUTION

- A. The parties agree to make good faith efforts through personal negotiations to resolve any dispute that may arise between them. The laws of the State of Georgia shall govern all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any civil action is commenced in connection with this Agreement, such civil action shall be brought in the State or Superior Court of Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
- B. In the event of a dispute, the Department may, in its discretion, elect to refer any dispute to non-binding mediation, or to binding arbitration under the auspices of the American Arbitration Association.

IX. ORDER OF PRECEDENCE

In the case of any inconsistency or conflict among the specific provisions of the Master Agreement and its attachments, such conflict shall be resolved by giving precedence to the documents in the following order: the Master Agreement, Attachments.

X. USE OF NAME OR INTELLECTUAL PROPERTY

Service Provider agrees it will not use the name of the Georgia Department of Public Health or any intellectual property owned by the State of Georgia, including but not limited to State trademarks or logos, in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Department.

XI. AMENDMENT

No amendment waiver of this Agreement, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing by both Parties.

XII. CONTRACT ASSIGNMENT

The Parties to this Agreement shall not assign this Agreement, in whole or in part, without the prior written consent of the Georgia Department of Public Health, and any attempted assignment without such approval shall be null and void.

XIII. SEVERABILITY

If any provision of this Agreement is declared to be unenforceable, the remainder of this Agreement shall continue to be in full force and effect.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or contracts.

XV. ATTACHMENTS

The parties agree to comply with the terms and conditions of the following attachments that are by this reference made a part of this Agreement:

- | | |
|--------------|--|
| Attachment 1 | Participation Agreement |
| Attachment 2 | Conditions of Participation
Exhibit A – Districts Served/Services Provided |
| Attachment 3 | Vendor Lobbyist Disclosure and Registration Certification Form |
| Attachment 4 | Contractor Affidavit |
| Attachment 5 | Business Associate Agreement
Attachment D-1, Individuals, Permitted to Receive, Use, and Disclose
DPH PHI
Attachment D-2, List of Individuals Authorized to Access a DPH
Information System Containing PHI |
| Attachment 6 | Agency List of Subcontractors |

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the date signed by both parties.

STATE OF GEORGIA

DEPARTMENT OF PUBLIC HEALTH

Keisha L. Dixon, Chief of Staff

Date

SERVICE PROVIDER

SEE SUBSEQUENT SIGNATURE PAGES

Signature

SEE SUBSEQUENT

SIGNATURE PAGES

Date

SEE ATTACHMENT 1 SERVICE PROVIDERS

Printed or Typed Name of Signing Authority

SEE SUBSEQUENT

SIGNATURE PAGES

Title

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the date signed by both parties.

**STATE OF GEORGIA
DEPARTMENT OF PUBLIC HEALTH**

SEE INITIAL SIGNATURE PAGE

Keisha L. Dixon, Chief of Staff

SEE INITIAL SIGNATURE
PAGE

Date

SERVICE PROVIDER

Signature

Date

Printed or Typed Name of Signing Authority

Title

Agency Name

Attachment 1

PARTICIPATION AGREEMENT

This **PARTICIPATION AGREEMENT** is entered into by and between _____ (hereinafter referred to as “Service Provider”) and the Georgia Department of Public Health (hereinafter called “the Department” or “DPH”) under the Master Agreement, Contract No. 40500-040-19192607, dated June 15, 2018 (hereinafter referred to as “Master Agreement” or “Agreement”) for purposes of the provision of quality early intervention services to eligible children and their families (“Babies Can’t Wait Program”).

1. Authority to Perform. As of the date on which the Service Provider has executed and delivered this Participation Agreement to the Department, the Service Provider represents to the Department that each of the following statements is true and correct: (a) If the Service Provider is a corporation, that it is validly organized and in good standing under the laws of the State of Georgia (see Attachment 2 Conditions of Participation); and (b) execution, delivery, and performance by the Service Provider of the Master Agreement, including the terms and conditions in this Participation Agreement, is within the Service Provider’s powers and has been duly authorized by the laws of the State of Georgia. During the Term, the Service Provider agrees to promptly provide any documentation or certifications that the Department may reasonably require to substantiate the representations set forth in this Section 1.
2. Term of the Agreement. This Agreement shall be effective when executed by DPH and the undersigned party for the remaining period of the contract term of the Master Agreement unless terminated earlier in accordance with the Agreement.
3. Incorporation by Reference. Service Provider acknowledges and agrees that all services provided by Service Provider are subject to the terms of the Master Agreement. The Master Agreement, as amended from time-to-time, including all Attachments, is hereby incorporated by reference into this Participation Agreement with the same force and effect as if it were given in full text. This Participation Agreement (and the incorporation of the Master Agreement and its attachments) is the Service Provider’s legal, valid, and binding obligation, enforceable against Service Provider in accordance with its terms and conditions and enforceable under the laws of the State of Georgia.
4. Entire Agreement. This Participation Agreement, including the terms and conditions in the Master Agreement and its attachments, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Participation Agreement shall be valid unless in writing and signed by both parties.

(Signatures on next page)

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Participation Agreement as of the date signed by the Department of Public Health representative listed below.

STATE OF GEORGIA

DEPARTMENT OF PUBLIC HEALTH

Lisa Pennington, MA, MS, LPC
Deputy Director, Early Intervention

Date

SERVICE PROVIDER

Signature

Date

Printed or Typed Name of Signing Authority

Specialty/Title

Agency Name

ATTACHMENT 2

CONDITIONS OF PARTICIPATION

I. DEFINITIONS. The following words shall be defined as set forth below:

- A. ADA** means Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of Telecommunication Device for the Deaf (TDD)/telephone relay service.
- B. BIBS** means Babies Information and Billing System utilized by the Department's contractor or fiscal agent to process and pay provider claims on behalf of the Department and Babies Can't Wait program.
- C. Claim** means a bill for services, a line item of service, or all services for one client within a bill.
- D. Due Diligence** are reasonable steps taken to satisfy a requirement. Due diligence involves consistent, ongoing attempts to make contact and obtain documentation. All supporting documentation of phone calls, emails and written correspondence must be maintained by provider.
- E. Early Intervention Coordinator (EIC)** is an individual who is responsible for the management and administration of one of the local BCW programs.
- F. Electronic Funds Transfer (EFT)** is the electronic transfer of money from one bank account to another, either within a single financial institution or across multiple institutions, via computer-based systems, without the direct intervention of bank staff.
- G. Fee-For-Service (FFS) Medicaid** means the joint Federal and State program of medical assistance established by Title XIX of the Social Security Act, administered by the Georgia Department of Community Health.
- H. FERPA** means the Family Education Rights and Privacy Act and is a federal statute. FERPA deals with the parental right to inspect and review records. The purpose of FERPA is two-fold, to ensure that parents have access to their children's educational records and to protect the privacy rights of parents and children by limiting access to these records without parental consent.
- I. Fiscal Agent** means a contractor that processes or pays provider claims on behalf of the Department and the Babies Can't Wait program.
- J. HIPAA** means the Health Insurance Portability and Accountability Act of 1996, 29 U.S.C. Section 1181 et seq., a federal law that includes requirements to protect patient privacy, security, and data integrity of electronic medical records, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers and participating hospitals.

- K. Mandated Reporter** refers to a person who has regular contact with a vulnerable person and observes, suspects and/ or knows of child abuse, neglect or exploitation. A Mandated reporter is required by O.C.G.A. 19-7-5 to report under penalty of the law for failure to report.
- L. Medicaid Care Management Organization (CMO)** refers to one of four partnerships (Amerigroup Community Care, Peach State Health Plan, WellCare, CareSource) between the CMOs and the Georgia Department of Community Health, Medical Assistance Plans Division.
- M. Parent**, in accordance with 34 C.F.R § 303.27, means
- 1) A biological or adoptive parent of a child;
 - 2) A foster parent;
 - 3) A guardian generally authorized to act as the child’s parent, or authorized to make early intervention, educational, health or developmental decisions for the child (but not the State if the child is a ward of the State);
 - 4) An educational surrogate appointed by the Office of Special Education;
 - 5) An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child’s welfare.
- N. Payor of Last Resort** means the Service Provider or representing provider agency/entity is billing BCW/Part C as the “payor of last resort”, acknowledging that Service Provider will not bill BCW through BIBS if the services would have otherwise been paid for out of any other public or private sources of payment, in accordance with Part C of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).
- O. Primary Service Provider (PSP)** means one professional providing direct services and support to the child/family while utilizing the skills of other professionals, as needed, who provide services to support the child, family and PSP.
- P. Secure Sockets Layer (SSL)** is a standard security technology for establishing an encrypted link between a server and a client—typically a web server (website) and a browser.
- Q. Service Delivery Model** is the standard, policies and procedures used to guide the delivery of services to BCW children.
- R. Special Instruction Services-** means curriculum planning and design of learning environment and activities that promote the child’s acquisition of skills in a variety of developmental areas.
- S. Special Situation Payment Request (SSPR)** is the process for payment of claim(s) that cannot be paid through BIBS. The process requires forms to be submitted to the State via the EIC.
- T. Suspension** means the temporary interruption of the Agreement by the Department, pursuant to paragraph VII of the Master Agreement, subject to a period of time determined by the Department. Reinstatement is contingent on compliance with the provisions of the Agreement as determined by the Department.

U. Termination means the ending of the Agreement by the Department or service provider prior to the end of the Agreement term pursuant to paragraphs V or VI of the Master Agreement.

V. 3rd Party Payor is an entity (other than the child/family) that reimburses and manages health care expenses.

W. Transport Layer Security (TSL) is a protocol that ensures privacy between communicating applications and their users on the Internet.

II. GENERAL INFORMATION

Service Provider shall render quality services to eligible children, birth through three years, as described in this Agreement, the Babies Can't Wait Program Policy Manual, and in accordance with Part C of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Public Law 108-446.

The intent of IDEA is to ensure **that** participating Service Providers plan and provide services collaboratively in order to deliver a comprehensive, coordinated and quality program of services to each eligible child and family. Interagency coordination and communication are essential to achieving programmatic outcomes for children and families.

By signing this agreement, the Service Provider represents to the Department that the Service Provider is willing and able to provide the support and resources needed to implement the BCW Service Delivery Model and adhere to the terms and conditions outlined in this Agreement.

III. INDEPENDENT CONTRACTOR

The Service Provider is an independent contractor for whom no federal or state income tax will be withheld by the Department. Service Provider understands and agrees that, as an independent contractor, he or she will not be entitled to any retirement benefits, workers' compensation, survivor benefit insurance, health or life insurance, vacation, sick leave, unemployment benefits, liability protection, or similar benefits available to State or county employees. Service Provider is responsible for establishing the time, method, and manner of his or her work in accordance with applicable professional standards. The Department and its District staff will not provide office space, equipment, supplies, or compensation for registration or travel expenses to meetings or conferences.

IV. HOLD HARMLESS

The Service Provider will indemnify, defend, and hold harmless the State of Georgia, the Georgia Department of Public Health, and the Local Board of Health, its officers, agents, and employees from any claims and losses sustained by any person or entity who may be injured or damaged by the Service Provider in the performance of this Agreement, as well as any claims and losses sustained by any contractors, subcontractors, or entities furnishing services or materials at the request of the Service Provider in connection with the performance of this Agreement.

V. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider agrees to:

A. Standards and Credentialing

1. Occupational Therapist, Physical Therapist, Speech Language Pathologist and Service Coordinators: Enroll as a provider in the Georgia Fee-for-Service (FFS) Medicaid/Peachcare for Kids Program, pursuant to the Georgia Department of Community Health policies and procedures, if providing a FFS Medicaid reimbursable service. *Exclusions from FFS Medicaid enrollment include special instructors, intake coordinators, nurses who only review medical records, interpreters and translators, non-licensed family trainers, and vision teachers.*
2. Occupational Therapist, Physical Therapist and Speech Language Pathologist: Apply and enroll as a provider in two (2) or more Georgia Medicaid Care Management Organizations (CMO) and accept children in the CMO's plan pursuant to the CMO's policies and procedures. Providers cannot service children or seek reimbursement from BCW if the provider is not enrolled in the same CMO as the child, unless written permission is granted from the local Early Intervention Coordinator (EIC). Provider must contact local EIC if authorization with CMO is delayed and provide documentation of due diligence in obtaining enrollment. *Exclusions from Medicaid CMO enrollment include: service coordinators, intake coordinators, special instructors, interpreters and translators, vision teachers, nurses in BCW who only review medical records, non-licensed family trainers and transportation company providers.*
 - (a) Independent providers, sole proprietors, or corporate entities (herein referred to as "Agency Providers") employing one (1) or more BCW Service Providers, must apply and be enrolled within 60 days of executing this Participation Agreement or enrolling in Medicaid.
 - (b) Agency Providers must apply and be enrolled within 60 days of their start date on the Agency's Provider Master List or enrolling in Medicaid.
3. Enroll in the Babies Information and Billing System (BIBS) as a Service Provider by completing the required forms as listed on the BIBS website homepage under "Online Enrollment and Access forms" <https://www.bcw-bibs.com/Login.aspx>
4. Meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure, and funding requirements for services provided and the physical facilities, in accordance with the ADA standards, where services are made available as applicable.
5. All Service Providers must complete a national fingerprint-based criminal history record check and obtain a satisfactory determination through the Georgia Department of Public Health's Office of Inspector General (OIG), prior to contracting with BCW and providing services to children. The Service Provider must renew the national fingerprint-based criminal history check **annually** through the Georgia Department of Public Health's Office of Inspector General prior to expiration of the prior year's criminal history record

check on record. **The Service Provider is responsible for all cost associated with obtaining the criminal history record check.**

6. Service Coordinator, Intake Coordinator and Special Instructor/FTEINL: All new non-licensed Service Providers must request the college to send an official transcript of her/his college degree, that is used for in support of this contract, directly to the Department. All transcripts shall be mailed to Georgia DPH Attention: BCW PO Box 141 Atlanta, GA 30301. This is a one-time process, except when the Provider has received an additional advanced degree and requests to transfer to a higher level in Special Instruction. **The Service Provider is responsible for all cost associated with obtaining the college transcript.**
7. Service Coordinator, Intake Coordinator and Special Instructors/FTEINL: Complete SCEIs modules and follow SCEIs-approved continuing education units (CEU) requirements.
 - (a) All Service Providers: Register for the SCEIs database within 30 days of contract date **if database registration has not been previously completed.**
https://valdosta.co1.qualtrics.com/jfe/form/SV_3zasaP7DiIHSmuF
 - (b) New providers: Complete SCEIs modules within six months of contract execution and maintain SCEIs-approved continuing education units (CEUs), as required, based on level of education.
 - (c) Returning providers: Maintain continuing education units (CEUs), as required, based on level of education.
 - (d) Non-licensed Service Providers will also need to update any changes to Valdosta State University SCEIs office.
8. Service Coordinator, Intake Coordinator and Special Instructors/FTEINL: Child Outcome Summary (COS) is a mandatory, 2-hour web-based training through Valdosta State University. This course must be completed prior to contract execution. The course is available at no cost to the provider and will generate a certificate of completion for your records. https://valdosta.co1.qualtrics.com/jfe/form/SV_5paSam2eB1lqlHT
9. BCW Service Providers are mandated reporters of intentional injuries and child abuse. New providers must register for, complete and receive a certificate for a free online training course prior to contract submission. The certificate of completion must be submitted to the District(s) and may be submitted to Project SCEIs for Continuing Education Credit. <https://www.prosolutionstraining.com/menu>
 - (a) New licensed providers must complete the 1-hour course entitled “Mandated Reporting Requirements: A Track for Georgia Medical Professional”
 - (b) New non-licensed providers must complete the 2-hour course entitled “Mandated Reporters: Critical Links in Protecting Children in Georgia”.
10. All providers must complete a web-based Security Awareness training prior to contract submission. This yearly course is at no cost to the provider and will generate a 2018

certificate of completion, which must be submitted to the District(s). The Security Awareness training will be accessed at: <https://training.knowbe4.com>

11. New providers must complete a web-based Cultural Sensitivity training prior to contract submission. The course is available at no cost to the provider and will generate a certificate of completion, which must be submitted to the District(s) and may be submitted to Project SCEIs for Continuing Education Credit. The Cultural Sensitivity training will be accessed at: <http://lms.southcentralpartnership.org>
12. New providers are responsible for reading and understanding Georgia Department of Public Health #GC-09013 Confidentiality of Personal Health Information and Compliance with HIPAA. The policy will be provided by District Staff. Providers will need to sign the final page acknowledging that they have received, read and understand the policy, in its entirety.
13. All providers must complete a web-based Evidence Based Practices for Early Childhood Intervention training prior to contract submission. The course is available at no cost to the provider and will generate a certificate of completion, which must be submitted to the District(s) and may be submitted to Project SCEIs for 5.0 SCEIs Contact Hours; Physical Therapy Association of Georgia (PTAG) for 5.0 Continuing Competency Hours; and GOTA for 5.0 hours of General Education Hours. The training can be accessed at https://valdosta.co1.qualtrics.com/jfe/form/SV_3ldHyaEqpJcChhj
 - (a) Returning providers must complete the training prior to contract execution.
 - (b) New providers contracting with the Department must complete the training within 90 days of contract execution. New contractors who enter employment with a contracting Agency, or who subcontract with an Agency, must complete the training within 90 days of commencing services. Failure to do so will subject the provider to immediate suspension under this Agreement.
14. Establish and maintain the following security requirements on personal computers (PC) and handheld devices which will be used to store, transmit, or receive health information of a child or child's family:
 - a) Install up-to-date Anti-virus software;
 - b) Create a separate user account for BCW work to avoid any other user of the PC or handheld device accessing any BCW sensitive information;
 - c) Ensure that PC or hand held device is current with Windows updates;
 - d) Ensure that BCW sensitive information (PHI, PII) is not stored in Office 365 OneDrive, Google Drive or any other cloud based solution.
15. Ensure that the EIC has received the following documentation at contract submission:
 - a) New Special Instructors and Intake/Service Coordinators: Copy of final college transcript that outlines courses taken and conferral of degree.
 - b) New providers (all specialties): Copy of most recent resume.
 - c) New Special Instructors only: Most recent resume with supporting documentation of a minimum of 2 years of professional experience working with children 0-5
 - d) Copy of professional license, if applicable, for new providers and upon renewal

- e) Proof of Medicaid identification number, if applicable, for new providers
 - f) Copy of Liability Insurance (Interpreters and Translators are exempt), and upon renewal
 - h) Copy of Proof of CMO enrollment, when approved, if applicable
 - i) Agency Master Provider List, if applicable, update as needed
 - j) New providers Security Awareness certificate
 - k) Cultural Sensitivity certificate
 - l) Mandated Reporter certificate
 - m) HIPAA signature page
 - n) Evidence Based Practices for Early Childhood Intervention
 - n) BIBS enrollment forms
16. Refer all potentially eligible children to the BCW system point of entry within two (2) days of identification. The District will determine eligibility for BCW and perform intake and other supportive services prior to the Individualized Family Service Plan (IFSP).
 17. Service Provider warrants that she/he, nor any of her/his subcontractors has been debarred, suspended, or declared ineligible by any agency of the State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Service Provider will immediately notify the Department if Service Provider is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Service Providers by a federal entity.
 18. Ensure that its agents or subcontractors are subject to at least the same obligations that apply to the Service Provider and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of protected health information (PHI), that are applicable to this agreement. Service Provider shall submit to the Department and maintain and updated list of subcontractors, using Attachment 6 Agency List of Subcontractors.
 219. Comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement. Service Provider and Service Provider's personnel shall also comply with all State and Department policies and standards in effect during the performance of this Agreement, including but not limited to the Department's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.
 20. Comply with all applicable state and federal laws, rules and regulations regarding a drug-free workplace - (e.g. the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F); Executive Order 12549, Debarment and Suspension (34 CFR Part 85).
 21. Comply with all standards, guidelines, and program policies set forth by the Department for Part C implementation in Georgia as described in the BCW Program Policy Manual and supporting bulletins, located on the Department website at <https://dph.georgia.gov/bcw-providers> and periodically updated by the Department.

22. Comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its amendments, rules, procedures, and regulations and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), regarding confidentiality of information about individuals receiving services. Treat all information about the children and families served by BCW as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of their legal obligations. Refrain at all times from divulging any information concerning the child or family to an unauthorized person without the informed, written consent of the parent(s) and protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages pursuant to the Family Educational Rights and Privacy Act (FERPA 20 U.S.C. § 1232g; 34 C.F.R. Part 99) and the Individuals with Disabilities Education Act (IDEA, 34 C.F.R. Part 300).
23. Notify the Department and the District in writing within thirty (30) calendar days of a change in ownership, corporate name, tax identification number, licensure, certification, registration status, mailing address, email address (used for BCW), contact phone number or change in certification/licensure status, CMO enrollment, and insurance coverage.
24. Notify the Department and the District in writing, within thirty (30) calendar days of the filing, if at any time during the contractual period, there is a bankruptcy or similar proceeding by or against the Service Provider.
25. Notify the Department within ten (10) business days of notification for any investigation of misconduct, fraud, abuse, termination by Medicaid/CMOs or revocation of professional license pertaining to the Service Provider.
26. Implement the use of universal safety precautions when providing direct service with each child to assist in controlling the spread of infectious disease.
27. Not in any manner discriminate against any person because of ancestry, color, creed, disability (mental or physical) including HIV and AIDS, handicap, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, sex (including gender and gender identity), sexual orientation, or veteran status pursuant to Title VII of the Civil Rights Act of 1964, as amended, or in Section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
28. Not engage in any form of unlawful harassment, including sexual harassment or power abuse, with respect to any persons with whom Service Provider may interact in the performance of this Agreement, and Service Provider will take all reasonable steps to prevent harassment from occurring.

B. Services and Documentation

1. Provide the Services indicated on the attached **Exhibit A, Districts Served/Services Provided**, at the locations specified on Exhibit A.
2. Respond to the family of the child within three (3) business days from the receipt of a referral.

3. Documentation Timelines

Action	Service Provider Time Frame	Service Coordinator Time Frame
Enter provider notes and progress notes; coordination notes.	Within fourteen (14) calendar days of completion of service	Within seven (7) calendar days of completion of service
Upload eligibility evaluations and assessments documentation into BIBS.	Within ten (10) calendar days of completion of service	N/A
Enter all IFSP, initial, annual, inter-periodic, 6 months, and transition meeting notes into BIBS.	N/A	Within seven (7) calendar days of completion of service

4. Participate in a six (6) month and annual IFSP reviews and provide written progress summary for each individual child/family receiving early intervention services and enter written progress summary, evaluation and assessment documentation into BIBS.
5. Provide early intervention services to all BCW eligible children upon referral by the District or by any authorized agent of the Department as set forth in the IFSP, within 45 days of parental consent.
6. Render early intervention services in accordance with accepted professional standards and policies established by the Department pursuant to pertinent federal statutes and regulations. The services provided on behalf of children eligible for BCW Part C Early Intervention Services shall be provided in accordance with the Individual Family Service Plan (IFSP) as defined in the BCW Program Policy Manual and the Notice of Infant/Toddler & Family Rights under BCW.
7. Provide BCW eligibility evaluations and assessments at no cost to the family, as required by federal Part C regulations. If consent to use personally identifiable information has been obtained, Service Provider is required to verify eligibility and bill FFS Medicaid, and Medicaid CMOs for initial eligibility evaluations or initial assessments for program planning. Service Provider is also required to verify eligibility and bill private insurance for evaluations or assessments for program planning that occur after the initial eligibility evaluations or initial assessments for program planning.
8. Complete a parent signed voucher documenting the services rendered and maintain this documentation in the Service Provider records, **for review by the Department**. Vouchers are available on the Department website at <http://dph.georgia.gov/Babies-Cant-Wait>
9. Contact Service Coordinator if recommending any changes in the delivery of the services to eligible children under this Agreement. Service Coordinator will schedule a team meeting to discuss recommendations. No changes to the IFSP can be made without a consensus from the Primary Service Provider (PSP) team.

C. Claim Submission and Billing

Verification & Submission: Service Provider must:

1. Verify all applicable insurance coverage and the child's eligibility with all payors, including FFS Medicaid, CMO, and private insurance, no less than once a month but prior to service delivery and maintain documentation of coverage. If there is a change in coverage, the Service Coordinator must be notified within 24 hours to update insurance information in BIBS for accurate billing.
2. Obtain any required prior authorization from any 3rd party payor prior to beginning services with the child and family; and maintain all required documentation needed for authorizations and entering claims information into BIBS. Provider must contact local EIC if prior authorization for services will be delayed and provide documentation of due diligence and continued efforts to obtain authorization. This is in accordance with the BCW Program Policy manual and supporting bulletins, which requires providers to begin providing eligible early intervention services within 45 calendar days of the parental consent.
3. Submit claims for services rendered to Department as described in the BCW Program Policy Manual.
4. Service Coordinators and Special Instructors: Submit claims for eligible, ongoing services, not otherwise covered by 3rd party payor, directly to the Department, via BIBS, no more than ninety (90) calendar days following the date(s) of service.
5. Service Coordinator: Document at least one face-to-face (with child and family) and three (3) ancillaries that relate to the IFSP, in the same calendar month, to file a claim. The Service Coordinator is allowed four (4) claims submissions per year. Additional visits require approval from the EIC. Refer to BCW Program Policy manual regarding billing and Medicaid Early Intervention Case Management Manual (located on the Medicaid website).

Appeals and Submissions: Service Provider must:

6. Appeal directly to the appropriate Medicaid/CMO for Medicaid billable services where prior authorizations have been denied. If prior authorization denials for eligible services are not resolved by Medicaid/CMO within 25-calendar days of the initial request, denial and due diligence documentation must be submitted to the Department for approval. This is in accordance with the BCW Program Policy manual and supporting bulletins, which requires providers to begin providing eligible early intervention services within 45 calendar days of the parental consent.
7. Appeal directly to any 3rd party payor, all claims denied due to circumstances within the provider's control, including but not limited to filing errors, missing or incorrect information, initial or corrected claims filed past the timely filing deadline, etc. The Department will not process or provide reimbursement for claims denied for circumstances within the provider's control.
8. Submit denied claims and upheld appeals by all 3rd party payors and the Explanation of Benefits /Remittance Advice (EOB/RA) to the Department via BIBS, not more than

ninety (90) calendar days following the 3rd party payor's last denial. This also includes claims partially paid by private insurance and payments going towards deductible. The Department will not process or provide reimbursement claims submitted to the Department past the timely filing deadline. Note: Medicaid denied claims must be submitted through the SSPR process.

Payment: Service Provider must:

9. Accept the FFS Medicaid and Medicaid CMO rate (or any portion) as payment in full for Medicaid billable services.
 - a) Unless otherwise agreed upon in writing by the Department and the Service Provider, the Service Provider shall not be entitled to receive any other payment or compensation from the Department or Family for services provided by or on behalf of the Service Provider under the Agreement.
 - b) Agree not to direct bill the family for any services covered by another pay source. Refer to the BCW Program Policy Manual.
10. Adhere to BCW Program Policy Manual and BCW Billing Manual (located on BIBS website) regarding Family Cost Participation (FCP).

Repayment: Service Provider must:

11. Refund to the Department any duplicate payment, overpayment, or otherwise incorrect payment, via check or money order, within thirty (30) business days of receipt of the payment or written notification of the incorrect payment, whichever is sooner. If applicable, funds may be recouped from future payments.

Private Insurance:

12. BCW will pay the difference between the BCW rate and the Private Insurance rate, if the Private Insurance rate is lower than the BCW rate. The Service Provider must follow the appeal process.

D. Records and Record Keeping

Maintain accurate clinical records for a period of at least six years from discharge from early intervention services, or until any audit is completed and every exception resolved, whichever is longer. Permit access to these records by the Department, the District, the Federal Department of Health and Human Services and Federal Department of Education or their assignees.

E. Training

Attend and participate in all mandatory trainings required by the Department or District.

F. Insurance Requirements

Procure and maintain, while contracting services to children on behalf of DPH, at least the following minimum insurance coverage and furnish the Department with proof prior to execution of this Agreement, and renewal of the insurance policy:

1. Professional Liability Insurance –a minimum of \$1,000,000.00 per claim and a minimum of \$3,000,000.00 in the aggregate. Interpreters and Translators are exempt from professional liability insurance.

2. Worker's Compensation Insurance – if required (to ensure the statutory limits established by Georgia law).
3. Commercial General Liability Insurance – Sole proprietors or corporate entities employing only one (1) Service Provider shall be exempt from this requirement.
 - a) General Aggregate Limit - \$1,000,000.00
 - b) Products and Completed Operations Limit - \$1,000,000.00
 - c) Each Occurrence - \$2,000,000.00
 - d) Personal & Advertising Injury Limit - \$2,000,000.00

G. Termination Duties

Upon termination of Agreement, the Service Provider must:

1. Not accept any new client assignments upon the receipt of termination letter from the Department.
2. Ensure all claims, for services rendered, are entered into BIBS for processing within 30 days of termination.
3. Submit all applicable documentation in BIBS and provide hard copies to the District EIC for approval.
4. Submit all outstanding administrative paperwork to the EIC within time period specified in termination letter. Failure to comply will result in final pay being withheld until submission of information.
5. Collaborate directly with the EIC(s) and Service Coordinator(s) to assist with caseload transition prior to termination.
6. Follow all procedures outlined in “Notice of Termination” letter received from the Department.

VI. RESPONSIBILITIES OF THE DEPARTMENT

The Department agrees to:

1. Inform the Service Provider of the requirements and procedures to become an enrolled BCW Service Provider and of changes in those requirements and procedures.
2. Provide access to all appropriate policies and procedures, including complete copies of the Babies Can't Wait Policy Manual (“BCW Manual”) - which includes the BCW fiscal policies; BCW Billing Manual; relevant training notices; and other necessary items in a timely manner.
3. Provide payment for eligible early intervention services at the BCW rate in accordance with and as described in the BCW Program Policy Manual and fee schedule. The BCW Program Policy Manual and applicable fee schedule are accessible via <https://www.bcw-bibs.com>
 - a) As payor of last resort, the Department shall ONLY pay for eligible early intervention services not otherwise covered by 3rd Party Payors (FFS Medicaid,

Medicaid CMO, or private insurance), in accordance with the BCW Program Policy Manual and applicable Family Cost Participation.

- b) The Department shall ONLY provide payment for the difference between the private insurance payment and the BCW rate, where the private insurance rate is less than the BCW rate. When FCP is required, the Department shall ONLY provide payment for the difference between the private insurance payment and the BCW rate, where the private insurance rate is less than the BCW rate minus Family Cost Participation.
 - c) Unless otherwise agreed upon in writing by the Department and the Service Provider, the Service Provider shall not be entitled to receive any other payment or compensation from the Department for services provided by or on behalf of the Service Provider under the Agreement.
4. Make every effort to pay all non-third party billable services at the established BCW rates, for eligible services provided and delivered to children and their families as set forth in their IFSPs, or authorized in BIBS, within thirty (30) calendar days of submission of accurate claims to the Department, via BIBS, contingent upon the following:
- a) The Service Provider has entered all supporting documentation of the service delivered and upon receipt of an acceptance and confirmation from BIBS.
 - b) Claims, progress notes, EOB and other supporting documentation entered in BIBS, as specified in this agreement. The Department may deny claims due to, but not limited to, filing errors, missing or incorrect information, untimely filed initial or corrected claims, etc. per established billing standards.
5. Provide and maintain an updated list of BCW Providers with date of most recent criminal history check on the BCW website <https://dph.georgia.gov/bcw-providers> .

Exhibit A
DISTRICTS SERVED/SERVICES PROVIDED

A. District/Counties Served

Service Provider will provide approved services in the following district(s). Check where therapy services will be provided:

District 1-1 Northwest (Rome)		District 5-1 South Central (Dublin)		District 8-2 Southwest (Albany)	
<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties
<input type="checkbox"/>	Bartow <input type="checkbox"/> Gordon	<input type="checkbox"/>	Bleckley <input type="checkbox"/> Pulaski	<input type="checkbox"/>	Baker <input type="checkbox"/> Lee
<input type="checkbox"/>	Catoosa <input type="checkbox"/> Haralson	<input type="checkbox"/>	Dodge <input type="checkbox"/> Telfair	<input type="checkbox"/>	Calhoun <input type="checkbox"/> Miller
<input type="checkbox"/>	Chattooga <input type="checkbox"/> Paulding	<input type="checkbox"/>	Johnson <input type="checkbox"/> Treutlen	<input type="checkbox"/>	Colquitt <input type="checkbox"/> Mitchell
<input type="checkbox"/>	Dade <input type="checkbox"/> Polk	<input type="checkbox"/>	Laurens <input type="checkbox"/> Wheeler	<input type="checkbox"/>	Decatur <input type="checkbox"/> Seminole
<input type="checkbox"/>	Floyd <input type="checkbox"/> Walker	<input type="checkbox"/>	Montgomery <input type="checkbox"/> Wilcox	<input type="checkbox"/>	Dougherty <input type="checkbox"/> Terrell
District 1-2 North GA (Dalton)		District 5-2 North Central (Macon)		District 9-1 Coastal (Savannah)	
<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties
<input type="checkbox"/>	Cherokee <input type="checkbox"/> Murray	<input type="checkbox"/>	Baldwin <input type="checkbox"/> Jones	<input type="checkbox"/>	Bryan <input type="checkbox"/> Glynn
<input type="checkbox"/>	Fannin <input type="checkbox"/> Pickens	<input type="checkbox"/>	Bibb <input type="checkbox"/> Monroe	<input type="checkbox"/>	Camden <input type="checkbox"/> Liberty
<input type="checkbox"/>	Gilmer <input type="checkbox"/> Whitfield	<input type="checkbox"/>	Crawford <input type="checkbox"/> Peach	<input type="checkbox"/>	Chatham <input type="checkbox"/> Long
District 2 North (Gainesville)		District 6 East Central (Augusta)		District 9-2 Southeast (Waycross)	
<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties
<input type="checkbox"/>	Banks <input type="checkbox"/> Lumpkin	<input type="checkbox"/>	Burke <input type="checkbox"/> Lincoln	<input type="checkbox"/>	Appling <input type="checkbox"/> Coffee
<input type="checkbox"/>	Dawson <input type="checkbox"/> Rabun	<input type="checkbox"/>	Columbia <input type="checkbox"/> McDuffie	<input type="checkbox"/>	Atkinson <input type="checkbox"/> Evans
<input type="checkbox"/>	Forsyth <input type="checkbox"/> Stephens	<input type="checkbox"/>	Emanuel <input type="checkbox"/> Richmond	<input type="checkbox"/>	Bacon <input type="checkbox"/> Jeff Davis
<input type="checkbox"/>	Franklin <input type="checkbox"/> Towns	<input type="checkbox"/>	Glascok <input type="checkbox"/> Screven	<input type="checkbox"/>	Brantley <input type="checkbox"/> Pierce
<input type="checkbox"/>	Habersham <input type="checkbox"/> Union	<input type="checkbox"/>	Jefferson <input type="checkbox"/> Taliaferro	<input type="checkbox"/>	Bulloch <input type="checkbox"/> Tattnall
<input type="checkbox"/>	Hall <input type="checkbox"/> White	<input type="checkbox"/>	Jenkins <input type="checkbox"/> Warren	<input type="checkbox"/>	Candler <input type="checkbox"/> Toombs
<input type="checkbox"/>	Hart <input type="checkbox"/>	<input type="checkbox"/>	Jasper <input type="checkbox"/> Wilkes	<input type="checkbox"/>	Charlton <input type="checkbox"/> Ware
District 3-1 Cobb/Douglas		District 7 West Central (Columbus)		District 10 Northeast (Athens)	
<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties	<input type="checkbox"/>	All Counties
<input type="checkbox"/>	Cobb <input type="checkbox"/> Douglas	<input type="checkbox"/>	Chattahoochee <input type="checkbox"/> Quitman	<input type="checkbox"/>	Barrow <input type="checkbox"/> Madison
District 3-2 Fulton		<input type="checkbox"/>	Clay <input type="checkbox"/> Randolph	<input type="checkbox"/>	Clarke <input type="checkbox"/> Morgan
<input type="checkbox"/>	Fulton	<input type="checkbox"/>	Crisp <input type="checkbox"/> Schley	<input type="checkbox"/>	Elbert <input type="checkbox"/> Oconee
District 3-3 Clayton		<input type="checkbox"/>	Dooly <input type="checkbox"/> Stewart	<input type="checkbox"/>	Greene <input type="checkbox"/> Oglethorpe
<input type="checkbox"/>	Clayton	<input type="checkbox"/>	Harris <input type="checkbox"/> Sumter	<input type="checkbox"/>	Jackson <input type="checkbox"/> Walton
District 3-4 East Metro		<input type="checkbox"/>	Macon <input type="checkbox"/> Talbot		
<input type="checkbox"/>	All Counties	<input type="checkbox"/>	Marion <input type="checkbox"/> Taylor		
<input type="checkbox"/>	Gwinnett <input type="checkbox"/> Rockdale	<input type="checkbox"/>	Muscogee <input type="checkbox"/> Webster		
<input type="checkbox"/>	Newton	District 8-1 South (Valdosta)			
District 3-5 DeKalb		<input type="checkbox"/>	All Counties		
<input type="checkbox"/>	DeKalb	<input type="checkbox"/>	Ben Hill <input type="checkbox"/> Irwin		
District 4 LaGrange		<input type="checkbox"/>	Berrien <input type="checkbox"/> Lanier		
<input type="checkbox"/>	All Counties	<input type="checkbox"/>	Brooks <input type="checkbox"/> Lowndes		
<input type="checkbox"/>	Butts <input type="checkbox"/> Lamar	<input type="checkbox"/>	Cook <input type="checkbox"/> Tift		
<input type="checkbox"/>	Carroll <input type="checkbox"/> Meriwether	<input type="checkbox"/>	Echols <input type="checkbox"/> Turner		
<input type="checkbox"/>	Coweta <input type="checkbox"/> Pike				
<input type="checkbox"/>	Fayette <input type="checkbox"/> Spalding				
<input type="checkbox"/>	Heard <input type="checkbox"/> Troup				
<input type="checkbox"/>	Henry <input type="checkbox"/> Upson				

Provider/Agency Name _____

Date _____

B. SERVICES PROVIDED

The Service Provider has represented to the Department the ability to provide the following approved service(s):

Audiology Services

__ Audiologist

Family Training (FT) and Counseling Services

- __ FT Speech-Language Pathologist*
- __ FT Counseling-Licensed Provider
- __ FT Social Worker-Licensed Provider
- __ FT Early Interventionist- Non-Licensed Provider *

Health Services

- __ Physician
- __ Physician Assistant

Language Interpreters/Translators Services

- __ Interpreters for the Deaf
- __ Translator – Non-Spanish Foreign Language
- __ Translator – Spanish Language

Nursing Services

- __ Licensed Nurse Practitioner
- __ Registered Nurse
- __ Licensed Practical Nurse

Nutrition Services

- __ Registered Dietitian

Occupational Therapy Services

- __ Occupational Therapist

Physical Therapy Services

- __ Physical Therapist

Psychological Services

- __ Psychologist

Service Coordination Services

- __ Intake Coordinator
- __ Service Coordinator

Social Work Services

- __ Social Worker, Licensed

Special Instruction Services

- __ Early Intervention Specialist (Master’s Degree)
- __ Early Interventionist (Bachelor’s Degree)
- __ Early Intervention Assistant (Associate’s degree)

Speech-Language Pathology Services

- __ Speech-Language Pathologist
- __ Clinical Fellowship Year (CFY)

Vision Services

- __ Ophthalmologist
- __ Optometrist
- __ Vision Teacher

*Specialty certification only. Must submit certification with contract.

SERVICE DESCRIPTION:

____ Service Provider agrees to perform all services selected in Section B (Services Provided) in all districts selected in Section A (Districts/Counties Served).

OR

____ Service Provider will perform certain services selected in Section B (Services Provided) in different districts selected in Section A (Districts/Counties Served) as follows:

District ____ Services approved to perform

District ____ Services approved to perform

District ____ Services approved to perform

(If performing services in more than 3 Districts, attach a separate page with the remaining information.)

Provider/Agency Name _____

Date _____

ATTACHMENT 3

VENDOR LOBBYIST DISCLOSURE AND REGISTRATION CERTIFICATION FORM

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

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

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

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

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

Contractor is a Georgia state agency.

CONTRACTOR NAME (*print*): _____

BY: _____

SIGNATURE DATE

ATTACHMENT 4

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

The following Service Providers are exempt from completing this affidavit: Individuals who are licensed pursuant to Title 26 or Title 43 of the Official Code of Georgia Annotated, including Audiologist, Counselor, Social Worker, Speech Pathologist, Physician, Physician Assistant, Registered Nurse, Practical Nurse, Nurse Practitioner, Dietitian, Occupational Therapist, Physical Therapist, Psychologist, Optometrist, and Ophthalmologist. Individuals with no employees may submit a driver's license in lieu of this affidavit.

By executing this affidavit, the undersigned Service Provider verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which seeks to bid or sign a contract for the performance of labor or services on behalf of the Georgia Department of Public Health, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Service Provider will continue to use the federal work authorization program throughout the contract period and the undersigned Service Provider will contract for the performance of labor or services in satisfaction of such contract only with subcontractors who present an affidavit to the Service Provider with the information required by O.C.G.A. § 13-10-91(b). Service Provider hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Service Provider

Name of Project

Name of Public Employer

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

This _____ day of _____, _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed before me this _____ day of _____, _____

NOTARY PUBLIC

My Commission Expires:

[DPH Form CG09008A (Rev. 7.2013): For use with contracts for labor or services of \$2500 or more]

**ATTACHMENT 5
BUSINESS ASSOCIATE AGREEMENT**

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

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

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

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and in the implementing regulations of HIPAA and HITECH, now and as they may be amended in the future. Together HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and the Security Rule.”
2. Subject to the limitations of this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by DPH.
3. Contractor warrants that the individuals described on Attachment D-1 require access to PHI in order to perform services under the Contract. Contractor shall update Attachment D-1 as necessary.
4. Contractor warrants that the individuals described on Attachment D-2 require access to a DPH information system in order to perform services under the Contract. Contractor shall notify the DPH Project Leader no less than 24 hours in advance if any other individuals will need access to the DPH information system.
5. Contractor warrants that only individuals designated by title or name on Attachments D-1 and D-2 will request or access PHI from DPH, that they will only do so in the performance of services under the Contract, and that these individuals will only request the minimum necessary amount of information in order to perform those services.
6. The parties agree that Contractor is a “Business Associate” to DPH within the meaning of the Privacy and Security Rule. Contractor shall comply with all obligations of the Privacy Rule and Security Rule that apply to DPH, and shall comply with all Privacy Rule and Security Rule requirements that apply to Business Associates. Contractor further warrants that it maintains and follows written policies and procedures to achieve and maintain compliance with the Privacy and Security Rules that apply to Business Associates, and that it will update such policies and procedures as necessary in order to comply with the and changes to the Privacy and Security Rules. These policies and procedures, and evidence of their implementation, shall be provided to DPH upon request.

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

A. At DPH: Meredith Grant
Office of General Counsel
2 Peachtree Street, NW, 9th Floor
Atlanta, Georgia 30303
Meredith.Grant@dph.ga.gov
404-232-1682

Tamika Bass, CISA, CRISC, CBCP
Chief Information Security Officer, Office of Information Technology
2 Peachtree Street, NW, 12th Floor
Atlanta, Georgia 30303
Tamika.Bass@dph.ga.gov
404-463-0802

B. At Contractor: _____

8. Contractor further agrees:

- A. Contractor will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or law.
- B. Contractor will establish, maintain and use appropriate administrative, physical, and technical safeguards to prevent loss, use, or disclosure of the PHI other than as provided for by this Agreement, the Contract, or law.
- C. Contractor will implement and use administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of DPH.
- D. In addition to the safeguards described above, Contractor shall impose access controls that restrict access to PHI to the individuals listed on D-1 and D-2, as amended from time to time.
- E. Contractor will password-protect and encrypt all electronic PHI for transmission and for storage on portable computers and media devices.
- F. Contractor will mitigate, to the extent practicable, any harmful effect that result from a loss, use, or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract, or law. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft (including name, date of birth, and Social Security Number.)
- G. Contractor will maintain a written Business Associate Agreement with any agent or subcontractor

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

- H. Contractor will immediately report to DPH any "Breach" as defined by 45 CFR 164.402, and any known or suspected loss, use, or disclosure of PHI that is not authorized by this Agreement, the Contract, or law.
- I. Make an initial report to DPH in writing in such form as DPH may require within three business days after Contractor learns of a suspected unauthorized loss, use, or disclosure of PHI. This report will include the following:
 - i. The nature of the loss, use, or disclosure, a brief description of what happened, the date it occurred, and the date Contractor discovered the incident;
 - ii. The specific data points of PHI involved in the loss, use, or disclosure;
 - iii. The names of all persons with knowledge of the loss, use, or disclosure, and the names or categories of persons who may have obtained access to the PHI as a result;
 - iv. The corrective or investigative actions taken or to be taken in order to mitigate harmful effects, and to prevent further losses, uses, or disclosures;
 - v. Recommended protective actions to be taken by individuals whose PHI may have been lost, used, or disclosed; and
 - vi. Whether Contractor believes that the loss, use, or disclosure constitutes a Breach.
- J. Contractor will, upon request by the DPH Privacy Officer or the DPH Information Security Officer, provide a complete report of the Breach to DPH including a root cause analysis and a proposed corrective action plan. Upon request by DPH, Contractor shall implement the corrective action plan and provide proof of implementation.
- K. Contractor will report to the DPH Privacy Officer and the DPH Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three business days of discovery.
- L. Contractor will cooperate with DPH and provide assistance necessary for DPH to determine whether a Breach has occurred, and whether notification of the Breach is legally required or otherwise appropriate.
- M. If DPH determines that a Breach has occurred as a result of Contractor's loss, use, or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rule, then Contractor will provide all required notices to affected individuals, the Secretary of the U. S. Department of Health and Human Services, and the media, at Contractor's expense and in

accordance with 45 C.F.R. Part 164 subpart D. Such notices shall be submitted in advance to the DPH Privacy Officer for approval.

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

C. Effect of Termination.

- i. Upon termination of this Agreement, DPH shall determine whether return or destruction of PHI is feasible. If so, then Contractor shall at the direction of DPH either destroy the PHI or to return it to DPH, keeping no copies. If DPH determines that return or destruction is not feasible, then Contractor shall continue to extend the protections of this Agreement to the PHI for as long as Contractor maintains the PHI, and shall limit the use and disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.
- ii. The obligations imposed upon Contractor with respect to its care, use, and disclosure of PHI, and its duty to comply with the Privacy and Security Rule with regard to such PHI, shall survive the termination of this Agreement and the termination or completion of the Contract.

11. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than DPH and Contractor.

12. This Agreement is intended to supplement, and not to diminish or alter, the terms and conditions of the Contract.

BY: _____
Contractor SIGNATURE

TITLE

DATE

ATTACHMENT D-1

Individuals Permitted to Receive, Use, and Disclose DPH PHI

The following individual, as employees or agents of Contractor (including Billing personnel), 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:

DeMetria Barnes
2 Peachtree Street, NW 11th Floor
Atlanta, Georgia 30303

ATTACHMENT D-2

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

Part 1:

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

_____ Contractor DOES NOT need any user accounts to access DPH Information Systems. Do not complete Part 2 of this form. (For BCW providers, BIBS system)

_____ Contractor DOES need user accounts to access DPH Information Systems. Please complete Part 2 of this form. (For BCW providers, BIBS system)

Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DPH Information Systems. Please attach additional pages if needed.

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

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

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

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

Contractor must notify the Project Leader identified in the Contract immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement.

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

[DPH Form GC-00901A (Rev. 3.22.16)]

**Attachment 6
Agency List of Subcontractors
For State Fiscal Year 2019**

Agency Name: _____

Date: _____ **Health District Number & Name:** _____

Agency Representative Name (Printed): _____

Agency Representative Signature: _____

	Subcontractor Provider Name	Specialty Abbreviation	Provider's BCW Start Date	Email Address
1				
2				
3				
4				
5				
6				
7				
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12				
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25				

**Attachment 6 cont.
Agency Master List of Providers
For State Fiscal Year 2019**

Abbreviation/Specialty Codes

Agency Representative

ARNP-Agency Representative Non-provider

Audiology Services

AUD- Audiologist

Family Training and Counseling

FTCL- Family Training: Counseling-Licensed Provider

FTSLP- Family Training: Speech Pathologist- Licensed Provider

FTSWL- Family Training: Social Worker- Licensed Provider

FTEINL- Family Training: Early Interventionist- Non-Licensed Provider

Health Services

MD- Physician

PA-Physician Assistant

Language Interpreters/ Translators

INT- Interpreters for the Deaf

TNSFL- Translator Non Spanish Foreign Language

TSL- Translator Spanish Language

Nursing Services

RN-Registered Nurse

LPN- Licensed Practical Nurse

NP- Nurse Practitioner

Nutrition Services

DI-Dietitian

Occupational Therapy Services

OT-Occupational Therapist

Physical Therapy Services

PT-Physical Therapy

Psychological Service

PSYCH- Psychologist

Service Coordination Services

SC-Service Coordinator

IC- Intake Coordinator

Social Worker Services

SW- Social Worker

Special Instruction Services

EIA- Early Intervention Assistant (Associate's Degree)

EI- Early Interventionist (Bachelor's Degree)

EIS- Early Intervention Specialist (Master's Degree)

Speech-Language Pathology Service

SLP- Speech-Language Pathologist

CFY- Clinical Fellow Year

Vision Services

OPT- Optometrist

OPH- Ophthalmologist

VT- Vision Teacher