



Common Point of Access to Social Services (COMPASS)
Georgia Department of Human Services (DHS)
Division of Family and Children Services (DFCS)
Community Partner Agreement

This agreement shall begin on _____ (*Enter in Today's Date in the format: MM/DD/YY*).
The agreement between the Department of Human Services (hereinafter "Department"), Division of Family and Children Services (hereinafter DFCS) and/or _____ (*Enter in the complete name of Umbrella Organization*) (hereinafter "Umbrella Organization") will remain in effect unless terminated by either party with proper notice as described in this document.

_____ (*Enter in the complete name of the Organization requesting registration as a Community Partner*) located at, _____ (*Enter in the physical site address of the Organization*), agrees to serve as an access point for applicants and recipients of Georgia COMPASS services. For purposes of this Agreement Georgia COMPASS services are Food Stamps, Temporary Assistance for Needy Families, Medicaid and Child Care programs administered by the Department.

Community Partners must complete sections I, II and III as appropriate.

I. Specify the information for your organization as it should be listed on COMPASS:

- Agency/Organization:
- Physical Address:
- Zip Code:
- Counties Covered by Your Organization:
- Phone Number:
- Days of Week Open:
- Hours of Business:
- Languages Spoken in addition to English:
- Website Address:
- Email Address:

II. Community Partnerships are designated as a Self-Service Site, Assisted Service Site or Umbrella Organization – the designation determines the level of services provided, access to case file information and reporting capabilities. The access level of our organization is:

- Self-Services Site – Partner site offers the customer the ability to apply on-line, renew benefits, report changes and check benefits on-line, but does not provide staff assistance to the customer with the completion or submission of COMPASS applications, documents, etc. Self-Service sites do not have to be registered; however, if registered and serving the general public in the community the site would be listed on COMPASS. To register, Self-Service site must be registered through an Umbrella Organization.

Services offered at a self-service site may include:

- Provide informational handouts

- Provide paper applications as requested by customers
 - Provide access to telephone to call the Call Center
 - Provide computers to apply for assistance, renew benefit, report change and check benefits on-line
 - Provide printer for COMPASS documents
 - Provide fax machine to fax application and other documents to DHS
 - Provide copy machine to copy related documents
 - Provide ability to explain application process
- Assisted Service Site – In addition to the services provided by a Self-Service site; the Assisted Service site provides assistance, to the customer upon request with the completion of their Georgia COMPASS application, review and/or change. Assisted Service sites are organizations such as:
- State, County and Local Government Agencies
 - DHS Agencies/Divisions
 - Agencies contracted with DHS to provide direct community services to the Citizens of Georgia
 - Charitable organizations, for the purposes of this agreement ‘Charitable Organization’ is defined as any voluntary health, welfare or educational agency that is: (1) a private, self-governing, non-profit organization chartered or authorized to do business in the State of Georgia by the Office of the Secretary of State; (2) exempt from taxation; and (3) one to which contributions are authorized as deductible by Section 170 of the United States Internal Revenue Code, as amended.

The Umbrella Organization is responsible for ensuring that an entity complies with all applicable requirements prior to registering it as an Assisted Service site.

Services offered at an Assisted Service Site may include:

- Provide informational handouts
 - Provide paper applications as requested by customers
 - Provide access to telephone to call the Call Center
 - Provide computers to apply for assistance, renew benefit, report changes and check benefits on-line
 - Provide printer for COMPASS documents
 - Provide fax machine to fax application and other documents to DHS
 - Provide copy machine to copy related documents
 - Provide ability to explain application process
 - Provide assistance to customers to submit their application, renew benefits, report change, verification information and/or documentation
 - Provide ability to assist customers to complete the Georgia COMPASS submission
 - Perform benefit inquiry
- Umbrella Organization – In addition to the services provided by the Assisted Service Site; the Umbrella Organization registers the Assisted Service Sites and is legally responsible for the usage and compliance with all requirements for all agencies that are registered with their Umbrella Organization. Umbrella Organization’s are organizations such as State, County and Local Government Agencies, DHS Agencies/Divisions, and Agencies contracted with DHS to provide direct community services to the Citizens of Georgia.

Self-Service, Assisted Service Sites and Umbrella Organization shall:

- Be liable for and indemnify, defend, and hold harmless Department and its officers, agents and employees from all claims, suits, judgments, awards of money damages, attorneys fees, and court costs, arising out of any negligent act or omission by Community Partner, its agents, employees, and if applicable, subcontractors during the performance of this Agreement, including subsequent amendments thereof. Community Partner's inability to evaluate its liability or its evaluation of liability shall not excuse the Community Partner's duty to comply with this paragraph. Note: this paragraph is not applicable to State Agencies.
- Ensure that customers are aware that they are a COMPASS Community Partner by displaying a COMPASS Sign in their store front window or other appropriate area as agreed upon between the Department and the Community Partner. Brochures, paper applications and other informational COMPASS materials shall be made available to customers.
- Be prohibited from charging neither a fee nor requesting/accepting donations for providing the services agreed to in this agreement. The Department is not responsible for any loss or costs that may be incurred by the Community Partner. The Department will not provide any equipment such as, but not limited to, internet service, fax, phone/phone lines, computer, paper, toner and other general supplies.
- Comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding the availability/accessibility of services provided in this Agreement for customers with disabilities.
- Ensure that any publicity given to the program or services provided herein identify the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or other similar information prepared by or for the Community Partner. Prior approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Communications. In addition, the Community Partner shall not display the Department's name or logo in any manner, including, but not limited to, display on Community Partner's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

Notwithstanding the previous paragraph, if the Community Partner is a county Board of Health, the Office of Communications must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Communications to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the Community Partner shall not display the Department's name or logo in any manner, including, but not limited to, display on Community Partner letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

Assisted Service Site and Umbrella Organization shall:

- Ensure that all civil rights requirements are met. All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin, sex, age, religion, political beliefs or disability. The nondiscrimination poster, "And Justice for All", is posted at <http://www.fns.usda.gov/cr/justice.htm>. If this web page is not accessible to customers, then

the “And Justice for All”, poster shall be posted in a lobby area for customers to read. The Supplemental Nutrition Assistance Program (SNAP) version must be used.

- Only use confidential customer case file information to assist the applicant, the recipient, or Department or their respective duly authorized representatives, with the completion of the application process for Georgia COMPASS benefits or services, and conducting an investigation into Performance of this Agreement or the administration of Georgia COMPASS programs. Community Partner will only disclose confidential customer case file information to the applicant, the recipient, or Department, or their respective duly authorized representatives only for those purposes set forth in this section. If Community Partner has questions or concerns about safeguarding of confidential case file information or an intended use or disclosure of such information, Community Partner must contact the appropriate COMPASS contact person, or their designee. Community Partner agrees not to implement an intended use or disclosure unless approved by DHS. Community Partner agrees to notify the appropriate COMPASS Contact Person within 48 hours of the receipt of verbal or written requests for case file information. No information obtained from a customer’s record may be shared with individuals or organizations. All such requests should be referred to DHS for review and action. Abide by Annex B, Federal Tax Information Business Associate Agreement.
- Comply with Health Insurance Portability and Accountability Act (HIPAA): It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated there under at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as Annex A, which the Contractor agrees to by signing this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section 4.3 d of the Business Associate Agreement.
- Participate in training as provided by Department in the following areas: (1) the use or disclosure of confidential case file information, including information governed by the Health Insurance Portability and Accountability Act of 1996 and its implementing federal regulations; (2) the availability for public assistance benefits and services administered by Department; (3) the application process for public assistance programs; (4) Department’s Georgia COMPASS initiative and Community Partner’s role in the initiative, and (5) for Assisted Service Community Partners the Department’s Security Awareness training. The Community Partner agrees to on-site visits as established by the Department.
- Be held responsible for information security, especially involving the access, transport or storing of sensitive and confidential information. Fulfillment of security responsibilities shall be mandatory and violations may be cause for action, up to and including civil penalties or criminal penalties under Federal and State laws.
- Immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Georgia Abuse Hotline on the statewide toll-free telephone number (1-800- 422-4453). This requirement is binding upon Community Partner and its officers, agents, and employees, as required by O.C.G.A. §19-7-5 (child abuse) and O.C.G.A. §30-5-4 (elder abuse).

Department shall:

- Provide limited access to confidential customer case file information. This access will be granted solely to the Assisted Service Community Partner in their limited role of assisting with the administration of Georgia COMPASS services. The Umbrella Organization will monitor Community Partner’s compliance with the terms and conditions of customer consent or authorization relating to information concerning applicant and recipient households and assistance groups. Monitoring will occur; and is not limited to, on-site visits, computerized surveillance, desk reviews and by other means deemed necessary by Department and/or Umbrella Organization.
- Offer training to Community Partners that is sufficient to operate the program, maintain confidentiality and adhere to all applicable rules and regulations.
- Complete the eligibility determination process on completed applications received from Community Partner site, including timely notifying applicants of the eligibility decision, the availability of hearing rights, and how fair hearings may be requested.

III. Contact Information

1. Community Partner Name, as shown on page 1, Community Partner COMPASS Administrator Name, Contact Phone Number and Extension, if applicable, Contact Email Address is:

Alternate Contact Name, Alternate Contact Phone Number and Extension, if applicable, and Alternate Contact E-mail Address are:

2. The name , address, and telephone number of the Department of Family and Children COMPASS Community Partner Coordinator is:

Georgia Department of Human Resources
Division of Family and Children Services
Attn: COMPASS Community Partner Coordinator
Two Peachtree St, NW
Suite #21-223
Atlanta, Georgia 30303-3142
Telephone Number: 800-869-1150
Fax Number: 770-342-7749

Department’s contact person will be available to assist Community Partner in its performance of this Agreement on an “as needed” basis during Department’s normal business hours and days of operation. All contact with Department by the Community Partner must be through the Umbrella Organization contact person.

The contact person, or their designee, shall be responsible for informing the appropriate local DHS/DFCS office of performance concerns of which the Community Partner becomes aware in the performance of its duties and responsibilities, and be responsible for providing in a timely manner the appropriate local Department of Family and Children office with original or copies of documentation required by this Agreement, and for being available to Department for consultation and assistance , as

required by Department or as agreed by Community Partner, during Community Partner's normal business hours and days of operation.

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

Termination of this agreement may occur for but not limited to:

- **Default or for cause:** This agreement may be terminated for cause, in whole or in part, at any time by the Department or Umbrella Organization for failure of the other party to comply with the terms of the Agreement or to perform any of the provisions hereof. Should the Department and/or Umbrella Organization exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The above remedies are in addition to any other remedies provided by law or terms of this agreement.
- **Convenience:** This agreement may be cancelled or terminated by either of the parties without cause. This Agreement may be terminated by the Community Partner for any reason upon 60 days prior written notice to the Department and/or Umbrella Organization. This Agreement may be terminated by the Department for any reason upon 30 days prior written notice to the Community Partner.
- **Notwithstanding any other provisions of the above, this agreement may be immediately terminated without any opportunity to cure, if any of the following events occurs:**
 - A. Community Partner becomes insolvent or liquidation or dissolution or a sale of the Community Partner's assets begins.
 - B. Community Partner violates or fails to comply with any applicable provision of federal or state law or regulation.
 - C. Community Partner knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - D. A voluntary or involuntary bankruptcy petition is filed by or against the Community Partner under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.

Annex Inclusions:

Annex A – HIPAA Business Associate Agreement

Annex B – Federal Tax Information Business Associate Agreement

Annex C - Designation of COMPASS Administrator

Annex D – Individual User Agreement

Annex E - COMPASS Transaction Authorization Form

By completing and signing this document, DHS and/or the Umbrella Organization reserve the right to accept or reject the request of the undersigned to become a registered Georgia COMPASS Community Partner. Acceptance by DHS and/or the Umbrella Organization will be performed through the execution of this document. When executed by DHS and/or the Umbrella Organization the undersigned must abide by all terms and conditions listed above.

SIGNATURES

i. Self Service or Assisted Service

**Signature of Agency
Executive or Designee of Self-Service
Or Assisted Service Site** _____ **Date** _____

**Printed Name of the Executive or
Designee of Self-Service
Or Assisted Service Site** _____ **Date** _____

ii. Umbrella Organization

Printed Name of Umbrella Organization _____

**Signature of the Umbrella Organization
Director, Administrator or
Designee** _____ **Date** _____

**Printed Name of the Umbrella
Organization Director, Administrator or
Designee** _____ **Date** _____

iii. DHS

**Signature of the DHS Designee
If registering an Umbrella Organization** _____ **Date** _____

**Printed Name of the DHS Designee
If registering an Umbrella Organization** _____ **Date** _____

Annex A – HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of Protected Health Information ("PHI") that a business associate may receive or create on behalf of DHS pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI;

WHEREAS, Business Associate may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, compliance with the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. DEFINITIONS

- 1.1 **"Privacy and Security Rules"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164.
- 1.2 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules, including without limitation those set forth at 45 CFR Parts 160.103 and 164.501.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Unless otherwise Required by Law, Business Associate agrees:

- 2.1.1 **Non-disclosure**. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.1.2 **Safeguards**. To establish, maintain and use appropriate administrative, physical and technical safeguards to reasonably protect the confidentiality, integrity and security of the PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement; and upon the enforcement date as specified by the Privacy and Security Rules under HIPAA, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of DHS in its capacity as a Business Associate.
- 2.1.3 **Mitigation**. To mitigate, to the extent practicable, and in cooperation and consultation with DHS, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Security Incident by Business Associate in violation of the requirements of this Agreement.

- 2.1.4 Compliance of Agents.** That its agents or sub-business Associates, including subcontractors, are subject to the same obligations that apply to Business Associate under this Agreement and Business Associate agrees to ensure that its agents or sub-business, including subcontractors, Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Business Associate under this Agreement. Business Associate also agrees to ensure that any agents or sub-business Associates, including subcontractors, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- 2.1.5 Report Unpermitted Disclosure of PHI.** To report to DHS, any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to DHS any Security Incident related to Electronic Protected Health Information of which Business Associate becomes aware. Business Associate agrees to make such report to DHS in writing in such form as DHS may require within twenty-four (24) hours after Business Associate becomes aware.
- 2.1.6 Amendments.** To make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 CFR 164.526 at the request of DHS or an Individual, within five (5) business days after request of DHS or of the Individual. Business Associate also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- 2.1.7 Access.** To provide access to PHI in a Designated Record Set to DHS upon request, within five (5) business days after such request, or, as directed by DHS, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524. Associate also agrees to provide DHS with written confirmation that access has been granted in such format and within such time as DHS may require.
- 2.1.8 Disclose Practices, Books, and Records.** To give DHS, the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or their designees access to Business Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after DHS, the Secretary or their designees request such access or otherwise as DHS, the Secretary or their designees may require for purposes of the Secretary determining DHS's compliance with the Privacy and Security Rules. Business Associate also agrees to make such information available for review, inspection and copying by DHS, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DHS, the Secretary or their designees in such form, format or manner as DHS, the Secretary or their designees may require.
- 2.1.9 Document Disclosures.** To document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy and Security Rules.
- 2.1.10 Release Documentation of Disclosures.** To provide to DHS or to an Individual, information collected in accordance with Section 2.1.9 of this Agreement, above, to permit DHS to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy and Security Rules.
- 2.1.11 Respond to Requests from Individuals.** Except as this Agreement or any other agreement between DHS and Business Associate may otherwise provide, in the event Business Associate receives an access, amendment, accounting of disclosure, or other

similar request directly from an Individual, Business Associate will redirect the Individual to DHS.

2.1.12 Ownership. To the extent permitted by law, any and all PHI provided to or created by Business Associate shall remain the property of DHS, and Business Associate's use, possession or knowledge of PHI does not cause Business Associate to have any right, title, ownership or interest in the PHI, including de-identified information.

2.2 Permitted Uses and Disclosures by Business Associate

2.2.1 Functions and Activities on Behalf of DHS. Except as limited in this Agreement, Business Associate may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy and Security Rules if done by DHS or the minimum necessary policies of DHS. All other uses or disclosures by Business Associate not authorized by the Agreement or by specific instruction of DHS are prohibited.

2.2.2 Business Associate's Management and Administration. Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

2.2.3 Disclosure by Business Associate Required by Law or With Reasonable Assurances. Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosure is Required By Law, or provided that the Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: 1) the Protected Health Information will be held confidentially; 2) the Protected Health Information will be used or further disclosed only as Required By Law or for the purpose(s) for which it was disclosed to the person or entity; and 3) the person or entity will notify Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.

2.2.4 Data Aggregation Services. Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

2.2.5 Report Violations of Law. Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. OBLIGATIONS OF DHS

3.1 Inform Business Associate of Privacy/Security Practices and Restrictions.

3.1.1 Security Rules if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Business Associate's use or disclosure of PHI.

3.1.2 DHS will notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Business Associate's use or disclosure of PHI.

3.1.3 DHS will notify Business Associate of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy and Security Rules if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Business Associate's use or disclosure of PHI.

3.2 **Permissible Request by DHS.** DHS shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by DHS.

4. TERM AND TERMINATION

4.1 **Term.** The Term of this Agreement shall commence on the day and year first written above, and shall terminate when all of the PHI provided by DHS to Business Associate, or created or received by Business Associate on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Annex.

4.2 **Termination for Cause.** Upon DHS's knowledge of a material breach by Business Associate, DHS shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHS;
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, DHS shall report the violation to the Secretary.

4.3 **Effect of Termination.**

- a. Except as provided in paragraph (b) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from DHS, or created or received by Business Associate on behalf of DHS. This provision shall apply to PHI that is in the possession of sub-business Associates or agents, including subcontractors, of Business Associate. Neither Business Associate nor its agents nor sub-business Associates including subcontractors, shall retain copies of the PHI.
- b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall send DHS detailed written notice of the specific reasons why it believes such return or destruction is not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DHS determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DHS may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.
- c. If neither termination nor cure is feasible, DHS shall report the violation to the Secretary.
- d. Section 4.3 of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

5. MISCELLANEOUS.

- 5.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in affect or as amended.
- 5.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for DHS to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191
- 5.3 **Survival.** The respective rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable state and federal laws, rules and regulations, and the Privacy and Security Rules, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy and Security Rules if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy and Security Rules.
- 5.5 **Scope.** The Parties agree that the terms of this Agreement apply to any relationship or agreement, existing now or arising in the future, between Business Associate and DHS related to use and/or disclosure of PHI.
- 5.6 **Entire Agreement.** This Agreement is the complete and exclusive statement of the understanding of the parties with respect to the subject matter hereof and hereby supersedes any prior written or verbal proposals, agreements, understandings or discussions with respect to same. This Agreement shall not be limited in any way by any provisions in the Contract. This Agreement may not be modified or amended except by written agreement executed by authorized representatives of both parties.
- 5.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.8 **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 5.9 **Choice of Law.** This Agreement shall be governed by the laws of the State of Georgia.
- 5.10 **Full Force and Effect.** All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Annex, shall remain in full force and effect.
- 5.11 **Business Associate Assurances.** The Business Associate agrees that it will comply with all provisions of HIPAA and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164, and that it assures to DHS that it will provide appropriate safeguards of Protected Health Information ("PHI") as an entity that provides functions, activities, or services involving the use of PHI.

**Annex B – FEDERAL TAX INFORMATION BUSINESS ASSOCIATE AGREEMENT
GEORGIA DEPARTMENT OF HUMAN SERVICES**

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

WHEREAS, DHS is required by the Internal Revenue Service Publication 1075 ("IRS Pub 1075"), to obtain satisfactory assurances that its contractors will provide appropriate safeguards to ensure the security, confidentiality and integrity of Federal Tax Information ("FTI") comprised of "Taxpayer Return Information" (as defined in 26 U.S.C. 6103(b)) that a contractor may receive or create on behalf of DHS pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of FTI;

WHEREAS, Business Associate may provide functions, activities, or services involving the use of FTI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, compliance with the IRS Pub 1075, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. DEFINITIONS

1.1 "Inspect," "Inspection," "Return," and "Return Information" shall have the respective meanings given such terms by section 26 U.S.C. 6103(b); however, with respect to "Return" and "Return Information" (and as such terms are use in connection with the definitions of "Inspect", "Inspection", and "Taxpayer Return Information"), shall be limited to "Return" and "Return Information" information/data that Contractor may receive or create on behalf of DHS pursuant to this Contract.

1.2 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the IRS Pub 1075, including without limitation those set forth by Internal Revenue Code, 26 U.S.C. § 6103.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. PERFORMANCE

In performance of this contract, in connection with contractor's use and disclosure of any FTI, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's personnel

(2) Any Return or Return Information made available in any format shall be used only for the purpose of carrying out the provisions of this contract or as otherwise require by applicable law, rule or regulation. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract or

otherwise permitted hereunder. Disclosure to anyone other than an officer or personnel of the contractor or permitted subcontractor, or as otherwise require by applicable law, rule or regulation, will be prohibited.

(3) All Returns and Return Information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor confirms that the FTI processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility promptly upon completion of the project, and no FTI output will be retained by the contractor at the time the work is completed. If immediate purging of FTI all such data storage components is not possible or reasonably practicable, the contractor confirms that any FTI remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency or his or her designee upon written request. When this is not possible or reasonably practicable, or upon completion of the project when no such request is made, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts containing FTI, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used as confirmation of such destruction upon written request.

(6) All computer systems processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for managerial, operational, and technical controls, and such features must be available and activated to protect against unauthorized use of and access to FTI.

(7) No work involving FTI furnished under this contract will be subcontracted without prior written approval of DHS.

(8) The contractor will maintain a list of personnel who will have authorized access to FTI in performing the services. Such list will be provided to the agency upon written request and, the agency may provide such list to the IRS reviewing office if required by law to do so.

(9) The agency will have the right to void the contract in accordance with the termination provisions of the contract if the contractor fails to provide the safeguards described above in breach of this Agreement.

2.2. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of the contractor to whom returns or return information is to be disclosed will be notified by the contractor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of

unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of the contractor to whom returns or return information is to be disclosed by the contractor shall be notified by the contractor that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform such officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there in, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

2.3. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the date and year first above written.

For the Contractor:

By: _____

Title

Date Signed by Contractor

**For the Commissioner of the
Department of Human Services:**

Director or Authorized Designee
Division of _____

Date Signed by the Department



Annex C – Designation of COMPASS Administrator

As specified in the Community Partner Agreement entered into by and between the State of Georgia, Department of Human Services (DHS) and the undersigned _____ (Insert Name of Organization), henceforth referred to as the Organization. The Organization hereby designates the individual below to act as the Organization’s COMPASS Administrator.

The COMPASS Administrator, henceforth referred to as the Administrator, must be a member of the Organization’s staff. The Administrator shall be responsible for identifying the Individual Users authorized to access COMPASS. The Administrator shall (1) obtain required User Agreement and ensure training has been completed by each Individual User; (2) ensure that all information about each Individual User is current, accurate and complete. This information must be maintained for 5 years. (3) inactivate Individual Users within 3 business days when User leaves the employment of the Organization/Agency or if a Breach of Confidentiality is suspected or reported. When a Breach of Confidentiality is suspected or reported the Individual User will remain inactive until the issue is resolved and (4) take such actions as DHS may direct or require ensuring the security of the COMPASS system.

The Administrator shall be held responsible for the monitoring of information security at the Service Site, especially involving the access, transport or storing of sensitive and confidential information. Monitoring will occur using on-site visits, computerized surveillance, desk reviews and by other means deemed necessary by the Department and/or the Organization.

The Organization must notify the DFCS COMPASS Community Partner Coordinator in writing of any change in its COMPASS Administrator designation within 3 business days of the change. The Organization must execute a new “Designation of COMPASS Administrator” form for each new COMPASS Administrator. DHS has the right to terminate the rights of any COMPASS Administrator and to require the Organization to designate a new COMPASS Administrator. Notwithstanding authorization by a COMPASS Administrator, DHS reserves the right to terminate any authorized users access to COMPASS at any time, with or without cause, without notice and without penalty.

Organization (By an Authorized Representative)

COMPASS Administrator

Print Organization Name (Legal Entity Name)

Print Name

Organization FEIN (Tax ID Number)

Signature

Print Name of Authorized Representative of Organization

Print Title

Signature of Authorized Representative of Organization

Date



Annex D - Individual User Agreement

The value and sensitivity of client information is protected by law and by the strict policies of the Georgia Department of Human Services (hereinafter “Department”). The intent of these laws and policies is to protect the client against the unauthorized disclosure of confidential information, and to ensure that the information is used solely for the purpose for which it was gathered.

For the purposes of this agreement confidential information includes, but is not limited to records, information and communications of the Department and the Organization that identify clients being assisted with the COMPASS Application, Renewal of Benefits, Reporting of Changes or Benefit Inquiry.

As a condition to receiving a system log in ID and password and being allowed access to the COMPASS system, and /or being granted authorization to access any form of confidential information identified above, I, the undersigned, agree to comply with the following terms and conditions.

1. My ID and password is equivalent to my LEGAL SIGNATURE and I will not disclose these codes to anyone, write the codes down, or allow anyone to access the system using my ID or password.
2. I am responsible and accountable for all entries made and all retrievals accessed under my ID and password, even if such action was made by another due to my intentional or negligent act or omission.
3. Any data available to me will be treated as confidential information.
4. I will not attempt to learn or use another user’s password.
5. If I have reason to believe that the confidentiality of my password has been compromised, I will immediately change my password and notify my site administrator.
6. I have completed Confidentiality/Security Training.
7. I will not access or request any information that is not necessary for the performance of my job.
8. I must obtain a signed, completed Transaction Authorization Form from the individual I am assisting before I complete any transaction on COMPASS.
9. I will not access case information on people of personal interest to me or members of my family.
10. I will not access, use or disclose any CONFIDENTIAL information unless required to do so in the official capacity of my employment or contract.
11. I understand that I have no right or ownership interest in any information available to me on the Department’s system.
12. I will not leave a computer application unless it is secured to the extent that no one else will be able to access, use, or view the data.

13. I will comply with all policies and procedures and other rules of the Department relating to CONFIDENTIALITY of information and passwords.
14. I understand that my use of the system will be periodically monitored to ensure compliance with this Agreement.
15. I agree that disclosure of CONFIDENTIAL information is prohibited indefinitely, even after the termination of employment or business relationship, unless specifically waived in writing by the Department.

I have read and understand this entire nondisclosure Agreement and agree to abide by it. I understand that if I violate any of the above-mentioned terms, I may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to the Department. I understand that criminal prosecution will be initiated if I knowingly and intentionally disclose the information to any unauthorized individuals or use the data for fraudulent purposes.

(User's Name – PLEASE PRINT)

(Date)

(Email Address)

(Employee ID Number – if applicable)

(User's Signature)

(Date)

(Supervisor's Name/Title – PLEASE PRINT)

(Date)

(Supervisor's Signature)

(Organization Name)

(Telephone Number)

(Address)

(City/State/Zip)



Georgia Department of Human Services (DHS)
Division of Family and Children Services (DFCS)

Annex E - COMPASS Transaction Authorization Form

I hereby request and authorize: _____
(Name of the Service Site)

To aid me with, and to use any medical, health, or other protected health information that I disclose to its employees, volunteers, or agents for the sole purpose of assisting me with:

- COMPASS Application – specify program;
 - Food Stamps Medicaid Temporary Assistance for Needy Families (TANF) Child Care
- Renewal of Benefit on COMPASS – specify program:
 - Food Stamps Medicaid Temporary Assistance for Needy Families (TANF) Child Care
- Reporting a Change
- Benefit Inquiry

I understand I will still be responsible for the acknowledgement and electronic signatures required. I will also submit the transaction on COMPASS.

I understand that the federal Privacy Rule (“HIPPA”) does not protect the privacy of information if re-disclosed, and therefore request that all information obtained by this Assisted Service Site be held strictly confidential and not be further released. I further understand that my eligibility for benefits is not conditioned upon my provision of this authorization. I intend this document to be a valid authorization conforming to all requirements of the Privacy Rule and understand that my authorization will remain in effect for:

- COMPASS Application – the period necessary to complete all transactions on matters related to the application
- Renewal/Review of Benefit on COMPASS – the period necessary to complete all transactions on matters related to the review
- Report a Change – the period necessary to complete all transactions on matters related to the change
- Benefit Inquiry – one (1) year unless I specify an earlier expiration date here: _____

I understand that unless otherwise limited by state or federal regulation, and except to the extent that action has been taken based upon it, I may withdraw this authorization at any time.

(Name of Individual Authorizing the Transaction)

(Signature of Individual Authorizing the Transaction)

(Individuals Date of Birth)

(Client ID Number or Child Care Case Number if Authorizing Report a Change or Benefit Inquiry)

_____ (Date)

(Name of Organization Representative)

(Signature of Organization Representative)

_____ : Source of Identification Verification – attach copy of document used

The authorization shall comply with Department policies and must be available to Department contact person or designated representatives, as necessary, during normal business hours for review and comparison against inquiries made on the COMPASS system for a period of three years from the date such authorization is received from the applicant, recipient, or authorized household representative.