

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEORGIA DEPARTMENT OF PUBLIC HEALTH
AND
THE GEORGIA TECHNOLOGY AUTHORITY

This Memorandum of Understanding ("MOU") is made and entered into as of Aug. 5th, 2013 between the Georgia Department of Public Health ("DPH") and the Georgia Technology Authority ("GTA").

WHEREAS, DPH and GTA are empowered to enter into this MOU pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement; and

WHEREAS, DPH desires grant funding from GTA for a "Project" to develop the documentation, procedures, billing, and training necessary to build a replicable and sustainable telemedicine business model plan to be used in expanding the network throughout the state.
; and

WHEREAS, GTA has the required grant funding and expertise to assist DPH in the project scope of work and deliverables; and

WHEREAS, GTA has agreed to fund and assist DPH in such Project;

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DPH Responsibilities

1.1 Beginning on the Effective Date, DPH will cooperate with GTA as required in order for DPH to perform the Scope of Services.

1.2 DPH will invoice GTA in accordance with Attachment B, Deliverables and Payment Schedule.

2. GTA Responsibilities

2.1 Beginning on the Effective Date, GTA will cooperate with DPH as required in order for DPH to perform the Scope of Services.

2.2 GTA will provide funding to DPH in accordance with Attachment B, Deliverables and Payment Schedule.

3. Payment and Funding

3.1 Payment. Payment for the provision of services shall be in accordance with Attachment B, attached hereto.

3.2 Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this MOU shall terminate without further obligation.

5. Limitation of Liability

5.1 Civil Action. No civil action may be brought under this MOU by one party against the other party.

5.2 Intellectual Property Liability. GTA shall not be held liable for any allegation that DPH Content and Materials infringes or violates a third party's rights, including proprietary information and non-disclosure rights, or any Intellectual Property rights. DPH shall not be held liable for any allegation that GTA has failed to meet its responsibilities under the GTA Agreement.

5.3 Liability. DPH shall not be held liable for claims arising solely from the acts, omissions or negligence of GTA. GTA shall not be held liable for claims arising solely from the acts, omissions or negligence of DPH.

6. Term and Termination

6.1 Term. The initial term of this MOU shall commence on the Effective Date and shall continue until December 1, 2014.

7. Termination

7.1 This MOU may be terminated:

7.1.1 For convenience of either party upon delivery of thirty (30) days written notice of intent to do so, signed by a duly authorized representative of either party

7.1.2 By operation of law or act of the Georgia General Assembly.

7.2 Effect of Termination. In the event of termination of this MOU for any reason, GTA will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this MOU.

8. Default.

8.1 Notice of Default. If there is an event of default, the nondefaulting party shall provide written notice thereof requesting that the breach or noncompliance be remedied within a reasonable time period specified in the notice. If the breach or noncompliance is not remedied by such date, the nondefaulting party may immediately terminate this MOU, in whole or in part, without additional written notice.

9. Security

9.1 Security. At all times during the term of this MOU, GTA shall use all resources related thereto in a secure manner and in accordance with the security requirements mandated by law or DPH policies, including the prevention and detection of fraud, abuse, or other inappropriate use or access of systems and networks by all appropriate means, including network management and maintenance applications and tools, and the use of appropriate encryption technologies. DPH shall be advised immediately in the event that any security breach or any fraud, abuse, or other inappropriate use or access of systems and networks by inappropriate means occurs, and shall have access to all network monitoring reports on a weekly basis or sooner upon request.

10. Amendments in Writing

10.1 Writing Requirement. The parties recognize and agree that it may be necessary or convenient for the parties to amend this MOU so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, waiver or exception to this MOU shall be effective unless it is in writing and agreed upon by duly authorized representatives of both parties.

11. Waiver and Severability

11.1 Waiver and Severability. No failure or delay in exercising or enforcing any right or remedy hereunder by a party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this MOU is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the MOU shall remain enforceable.

12. Governing Law

12.1 Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the State of Georgia.

13. Notice

13.1 Notice Requirements. All notices, requests, or other communications (excluding invoices) under this MOU shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

Georgia Department of Public Health
Attn: Suleima Salgado
2 Peachtree St. NW, 15th Floor
Atlanta, Georgia 30303

Georgia Technology Authority
Attn: Bill Price
47 Trinity Avenue
Atlanta, GA 30334

With a copy to:

Georgia Technology Authority
Office of General Counsel
47 Trinity Avenue
Atlanta, GA 30334
(404) 463-2303

14 Nondiscrimination

14.1. The parties agree to comply with Federal and State laws, rules, regulations and the State's policy relative to nondiscrimination in employment practices including hiring, promotions, demotions, dismissal and other elements affecting employment because of race, color, sex, religion, age,

physical handicap, political affiliation or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion or national origin.

14.2 During the performance of this Agreement, the parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion or national origin.

14.3 Compliance with Applicable Laws. The parties agree that in any agreement or subcontract that may be developed and awarded pursuant to this MOU, all work and procedures related to said agreement, shall, at all times, conform to the applicable Federal and State laws, rules, regulations, orders and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with American with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

15. Miscellaneous Provisions

15.1 Counterparts. The parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one MOU. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this MOU in the presence of the other parties to this MOU. No party shall be bound by this MOU until all parties have executed it.

15.2 Legislation. DPH shall promptly notify GTA of proposed legislation which may affect the subject matter of this MOU.

15.3 Entire Agreement. This MOU together with the attached Exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

IN WITNESS WHEREOF, each party, by its respective officers authorized so to do, has executed this Memorandum of Understanding.

Georgia Department of Public Health:

By:  8/5/12

Title: Chief of Staff

Georgia Technology Authority:

By: 

Title: Senior Officer

ATTACHMENT A

SCOPE OF SERVICES

The “scope of services” establishes the specific tasks and products that will be provided by Georgia Department of Health (DPH) to Georgia Technology Authority (GTA).

Purpose:

Georgia Department of Public Health (DPH) is turning to technology to confront Georgia’s healthcare challenges and leading the nation in the innovative use of telemedicine. Telemedicine is already revolutionizing healthcare in many communities across the state, and expanding the program throughout the state will continue to improve health across the state.

To expand our network as efficiently and effectively as possible, DPH is prepared to take the necessary steps to plan, implement, and maintain a network of telemedicine sites around the state. This funding will be used by DPH for assessment, education and outreach, and to develop the documentation, procedures, billing, and training necessary to build a replicable and sustainable telemedicine business model plan to be used in expanding the network throughout the state.

DPH Responsibilities:

- Implementing and executing all deliverables outlined in this proposal.
- Sub-contracting with needed parties for development and completion of outlined deliverables.
- Timely payment for deliverables to contracted parties.
- Invoicing GTA for completion of milestones.
- Maintaining financial records and accounting to ensure proper handling of funds.
- Participating in project update calls with GTA, as determined.
- Providing GTA with quarterly reports of accomplishments for each quarter, based on template provided.

GTA Responsibilities:

- GTA will meet with DPH staff as needed to address unforeseen issues that may arise while implementing this agreement.
- GTA will provide technical assistance and support to DPH on an as-needed basis
- GTA will process and route DPH invoices in a timely manner for payment

Key Tasks:

A. Program Initiation

- a. Contracted Resources - Execute MOU agreements with contracted parties to meet deliverables
- b. Schedule initial program kickoff meeting with DPH and all contracted parties to explain and brief all on purpose and deliverables.
- c. Discuss / Draft Needs Assessment survey with all parties to ensure proper capturing of information

B. Development

- a. Provide technical and informational assistance as needed to contracted parties
- b. Conduct site visits (in/out of state): review processes, equipment usage, training, technical assistance, best practices, etc.
- c. Develop & execute training curriculum
- d. Develop and distribute needs assessment
- e. Develop business model plan
- f. Develop and execute educational outreach awareness campaign
- g. Select telemedicine programs

C. Implementation

- a. Implement telemedicine programs through network: in identified DPH centers
- b. Establish relationships with providers, private sector networks and nonprofit partners to provide care in targeted areas
- c. Select common technology and software platform for care network
- d. Approach additional stakeholders and establish partnerships to address the needs of the population(s)
- e. Assign a "project manager" as a single point of contact within DPH (reporting to the DPH Commissioner and GTA) to lead this effort, provide oversight for reporting, interface with other state/federal government agencies and private sector partners
- f. Establish a steering to work with the project manager on the program(s) and roll out a statewide telemedicine initiative

D. Evaluation

- a. Collect data on all programs to demonstrate greater access to care, better outcomes, efficiency and efficacy
- b. Provide the leadership through the project manager to drive collaboration, approach multiple sources of funding, and continue to introduce, recommend and implement new technology to demonstrate a working model that will save lives and save money for programs
- c. Develop a business model to implement lessons learned on a broader basis statewide with public and private partners through the project manager in collaboration with the steering committee

E. Conclusion

- a. Project wrap-up
- b. Compare and evaluate the effectiveness of business model
- c. Review evaluations of training curriculum
- d. Prepare final report
 - i. To demonstrate increased access, reduce cost and efficiency/efficacy in the care delivery process
 - ii. With a business model that outlines next steps to remaining sites
 - iii. That includes MOUs with relevant state agencies and private sector partners
- e. Commit to serving as an advocate to recommend needed policy changes that will help GA to become a national leader in telehealth and telemedicine

ATTACHMENT B

DELIVERABLES AND PAYMENT SCHEDULE

		Total Budget:	\$200,000
Deliverable	Description	Payment	
PHASE I	Project Launch		
Project Initiation	<p>Initial funding to begin project deliverables:</p> <ul style="list-style-type: none"> A. Kickoff meeting with contractors, DPH staff and stakeholders. Provide team with supporting documentation, templates and tools for development of needed deliverables. B. MOUs with contracted parties (initial startup payments) C. Site visits / travel / professional development D. Initial startup of needs assessment E. Initial startup of Training Curriculum F. Initial startup of Educational Outreach campaign 	\$60,000	
Program Review	DPH shall issue report and meet with GTA prior to September 1, 2013 to review results from initiation Phase.		
PHASE II	Finalize development, begin implementation and:		
Complete Training Curriculum	Develop a training curriculum for telehealth and telemedicine presenters, specifically geared toward public and pursue accreditation through the ATA Accredited Training Program	\$15,000	
Complete Needs Assessment	Conduct needs assessment with key stakeholders. Provide GTA with copy of needs assessment, specifically focused on telemedicine in Georgia. Include questions asked and target audiences. Questions will discuss strategic plans, strategies, general community needs/awareness, services needed, and existing telehealth/telemedicine resources.	\$20,000	
Complete Business Model Plan	Draft Plan to include regional SWOT analysis results, regional priorities, Key Industry profiles, broadband supply and demand analysis, workforce supply and demand analysis, capital and funding supply and demand analysis, proposed projects, implementation plan and requirements. Final Business Model plan provided electronically to DPH with GTA review and feedback	\$25,000	
Begin Educational Outreach Campaign	Based on contract agreement and production cost, develop an educational outreach awareness campaign focused on telemedicine. Targets audiences include: 1) legislators 2) partners 3) hospitals, and 4) general public. Depending on the budget this campaign could target one or all of these categories and materials could include: fact sheets, flyers, brochures, trade show event materials, web updates, etc.	\$30,000	
Program Review	DPH shall issue report and meet with GTA prior to January, 2014 to review the completion of Phase II.		
PHASE III	Evaluation and Conclusion		
Evaluation/Conclusion	Implement evaluation and conclusion as outlined in the Key Tasks section of Attachment A	\$40,000	
Reporting	DPH shall prepare and issue final report and review with GTA prior to November 15, 2014. Emphasize how pilot programs will be used to establish additional statewide networks and programs with a particular emphasis on sustainability and strategic partnerships.	\$10,000	