

**South Carolina Department of Health and Environmental Control
Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services
FY 2018 Grant Year**

REQUEST FOR GRANT APPLICATIONS (RFGA)

CFDA Numbers: 93.940

Posting Date: November 3, 2017

ATTENTION! IMPORTANT DETAIL!

**Your application must be submitted in a sealed package. (Original + 6 copies marked as “Copy”)
RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.**

Deadline/Closing Date for Applications:	November 17, 2017 - By 2:30 PM EST
RFGA Number: FY2018-RFGA-HV-804	

Submit your sealed package to either of the following addresses:	
MAILING ADDRESS: SC DHEC – Public Health Contracts Bureau of Business Management 2600 Bull Street Columbia, SC 29201	PHYSICAL ADDRESS: SC DHEC – Public Health Contracts Bureau of Business Management Columbia Mills Building – 4th Floor 301 Gervais Street Columbia, SC 29201 See additional physical address information below.

Number of Copies to be Submitted: One (1) original and six (6) copies marked as “Copy”

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC) to accept grant applications to provide “Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services” to Hispanics/Latinos at high-risk for becoming infected with HIV. The subrecipient shall use Federal Centers for Disease Control and Prevention (CDC) funds, administered by DHEC, to provide services to eligible persons in the same or substantially same manner as detailed in DHEC’s grant proposal to the CDC, or if different in the award, in the same or substantially similar manner as set forth therein rather than in the proposal.

The anticipated amount of award* is \$120,000.

*ESTIMATE ONLY: FUNDING FOR THE APPLICANTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS. Award may be increased or decreased due to amount and/or availability of funding at the time of the awards.

Eligibility: Organizations which are eligible to apply for funds must have a minimum of at least a three (3) year documented history (within the past three (3) years) of annually providing targeted outreach HIV testing services in the Columbia, SC Metropolitan Statistical Area (MSA), as well as in Greenville and Aiken counties, to 400 or more Hispanics/Latinos at high-risk for becoming infected with HIV as outlined in the Scope of Services. The applicant must have the documented infrastructure capacity to operate on a cost reimbursement basis. The applicant must have the documented organizational fiscal stability to maintain its agency’s core services without the prevention funds provided in this grants process. The applicant must predominantly serve Hispanics/Latinos. The applicant must provide a strong rationale for funding based on a sustained and documented history of providing the specific services for which funds are being requested in this RFGA. The applicant must be physically located in the primary service area, the Columbia, SC MSA.

How to Apply: See the Request for Grant Applications (RFGA) for additional details regarding information to be included with your submission. A cover letter should be included and signed by an authorized agent or other official agency personnel. Eligible applicants must submit the required documents to either the mailing address or physical address listed above.

Deadline: The deadline for all applications is November 17, 2017, by 2:30 P.M. EST.

Questions & Answers: Questions will be accepted until 5:00 P.M. DST, November 10, 2017. All questions must be submitted in writing to Tony Price at priceae@dhec.sc.gov. Responses will be posted by November 8, 2017 by 5:00 P.M. DST.

Available Funding Date: Final selection of all successful applicants is anticipated to be made and notifications released on or before November 22, 2017. Final Grant Agreements will be executed to be effective when signed by the applicant and DHEC. December 8, 2017 is the anticipated start work date.

A draft copy of the Grant Agreement is included in the RFGA (**Attachment A**).

Budget Form for Proposals: Every application must be accompanied by a budget and budget narrative. A budget template with guidance, including allowable expenses, is included in **Attachment E**. Applications received without a budget and budget narrative will be rejected and not reviewed by the review panel.

For more information about this Request for Grant Application process, please visit our website at www.scdhec.gov.

All vendors and Contractors must have a state vendor number to receive reimbursement from DHEC. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors and Contractors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>.)

Additional Physical Address Information:

Visitors arriving at 301 Gervais Street will notice that this is also the location of the State Museum. Do not enter using the main museum entrance. To enter SC DHEC, visitors are to proceed from the front of the building to the left side (canal side), following the signs to “Visitor Parking Garage.” Parking is available in the lower and upper deck of the two-level parking garage.

Adjacent to the first floor of the parking garage is a glass door with a SC DHEC logo. This entrance is locked at all times. Press the intercom button to request entrance into the building. The door will be opened by the DHEC receptionist. When you enter the building, you will be required to sign in. You will be escorted to the 4th floor receptionist for your application to be date/time stamped. If you have any issues with building access, please call DHEC’s procurement receptionist at (803) 898-3501.

It will take several minutes to obtain building access and have your application date/time stamped. Please allow at least thirty (30) minutes for this process of obtaining building access and getting your application stamped in. The deadline for applications is identified on this Cover Page. Please plan accordingly as deadline times will not be adjusted.

**South Carolina Department of Health and Environmental Control
FY 2018 Grant Year
Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services
Request for Grant Applications (RFGA)**

I. BACKGROUND

The U.S. Department of Health and Human Services HIV and STD Prevention Program funding for the State of South Carolina is administered by the STD/HIV Division, Bureau of Disease Control, South Carolina Department of Health and Environmental Control (DHEC). DHEC distributes the funds to eligible non-profit organizations.

HIV Prevention funds are provided by the U.S. Centers for Disease Control and Prevention (CDC) to the STD/HIV Division, Bureau of Disease Control, South Carolina Department of Health and Environmental Control, and are authorized under Sections 307 and 317K2 of the Public Health Service Act (42 U.S.C., Sections 241 and 247BK2, PL108), as amended. The Catalog of Federal Domestic Assistance number is 93.940. The funds are provided for activities in alignment with the United States *National HIV/AIDS Strategy (NHAS)*, updated to 2020.

Approximately \$120,000.00 annually is anticipated through this Request for Grant Applications (RFGA) to fund one HIV prevention award to one community-based organization (CBO). This total amount is intended to support “Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services”. The total of \$120,000.00 is based upon an annual 12-month award amount. However, as the expected date of initiation of the grant agreement is approximately December 1, 2017, the CY2017 award will be 1/12 of the annual award.

Priority consideration will be given to organizations with the capacity to deliver services as specified within this RFGA in the geographic area that has the highest number of HIV prevalent cases (based on DHEC surveillance data for persons diagnosed and living with HIV/AIDS at the end of CY 2016) and HIV/AIDS incident cases (HIV infections newly diagnosed and reported to DHEC within the two calendar years of 2015-2016), as well as in Greenville and Aiken counties. Consideration will be given to CBOs that meet the qualifications and specifications as indicated in this RFGA. The applicant must be physically located in the service area, which is primarily the Columbia, SC Metropolitan Statistical Area (MSA).

Funds will be awarded for up to a three-year project period. Yearly continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing required recipient activities, submitting required reports in a timely manner and compliance with all other contractual obligations. Continuation awards are subject to funding availability from CDC to DHEC.

The use of funds should be consistent with the SC Integrated HIV Prevention and Care Plan 2017 - 2021. Funds may not be used to provide direct patient medical care, e.g., ongoing medical management and provision of medications. Funds cannot be carried over at the end of a budget year (the end of each calendar year of operation).

Through this RFGA, DHEC will make available one grant to fund one grantee.

SCOPE OF GRANT PROPOSAL

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC), to accept grant applications to provide targeted Hispanic/Latino outreach HIV testing

and associated prevention services to Hispanics/Latinos at high-risk for becoming infected with HIV. The subrecipients shall use Federal Centers for Disease Control and Prevention (CDC) funds, administered by DHEC, to provide services to eligible persons in the same or substantially same manner as detailed in DHEC's grant proposal to the CDC and as identified and listed in the S.C. Integrated HIV Prevention and Care Plan 2017 – 2021, which is part of the S.C. *HIV/AIDS Strategy*.

FUNDING FOR THESE APPLICANTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.

Applicants applying to DHEC for CDC funding must have a physical presence in the service area. A complete list of fundable prevention services is provided as **Attachment B**.

Organizations which are eligible to apply for funds must have a minimum of at least three (3) years documented history (within the past three (3) years) of annually providing targeted outreach (i.e., nonclinical) HIV testing services in the Columbia, SC MSA, as well as in Greenville and Aiken counties, to 400 or more Hispanics/Latinos at high-risk for becoming infected with HIV as outlined in the Scope of Services, and have the documented infrastructure capacity to operate on a cost reimbursement basis. The applicant must have the documented organizational fiscal stability to maintain its agency's core services without the prevention funds provided in this grants process. The applicant must predominantly serve Hispanics/Latinos. The applicant must provide a strong rationale for funding based on a sustained and documented history of providing the specific services for which funds are being requested in this RFGA. The applicant must be physically located in the primary service area, the Columbia, SC MSA. The applicant must propose to deliver HIV testing and may propose to deliver the intervention, Sin Buscar Excusas. *All applicants must meet these eligibility requirements.*

Additionally, the applicant must:

1. Have at least two paid staff with current HIV testing credentials (certificates, etc.).
2. Have current documentation of a CLIA waiver for conducting HIV testing.
3. Have documentation of a quality assurance protocol and service procedures manual for HIV testing.
4. Provide documentation of collaborating with the local health department(s), specifically in regards to conducting HIV Testing and Linkage Services.

Applications from all eligible applicants will be considered. Funds will be awarded for up to a three (3) year project period, including a one-month project year in December 2017. Annual continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing required recipient activities, submitting required reports in a timely manner and being in compliance with all other contractual obligations. Continuation awards are subject to funding availability from CDC to DHEC.

II. SCOPE OF WORK/SPECIFICATIONS

A. REQUIRED ACTIVITIES

The applicant awarded under this grant application shall:

- a. Develop an annual program plan in a DHEC-required planning template by November 15 of each grant year.

Note: Program plans require inclusion of recruitment strategies and a condom distribution plan. Approval of the annual plan must be received from DHEC prior to implementation of the services.

1. For the period of December 1 – 31, 2017, provide services proposed via this RFGA

process and subsequently revised in a DHEC-required template following a funding negotiation call by December 1, 2017. Approval of the final service plan for CY 2017 must be received from DHEC prior to implementation of the services.

2. Only conduct social marketing and media activities when they link directly to getting participants into HIV testing services, and are related to one or more of the following events or observances: National STD Awareness Month, National HIV Testing Day, National Latinx AIDS Awareness Day and World AIDS Day. DHEC will encourage use of CDC-developed and other national campaign materials when practical and appropriate. No more than 5% of the funding request may be allocated to social marketing and media activities.

B. GRANT REQUIREMENTS

1. If an applicant enters into contractual agreements to provide the services, the applicant is responsible for providing contractual oversight ensuring the subgrantee is in compliance with all CDC and DHEC contractual and reporting requirements. DHEC must approve prevention service subgrant agreements in advance of the DHEC grantee making such agreements final.
2. The applicant will consult with DHEC's STD/HIV Program in developing programs/services and policies in order to assure compliance with HHS/CDC and DHEC regulations. These include meeting all reportable disease requirements in South Carolina and supporting routine surveillance activities, including (but not limited to) case investigation and follow-up.
3. The applicant must: (a) adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action* (Atlanta, GA: U.S. DHHS, CDC; 2011) (<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>) including any amendments; (b) submit annually a certification of compliance in the form attached (Attachment I) assuring compliance with the standards; and (c) ensure that staff members and contractors with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.
4. The applicant must manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Grantee must notify DHEC immediately upon discovery of any breach. If the breach relates to CDC-funded services, Grantee must also notify CDC within one hour of the discovery.
5. The applicant must use DHEC-approved reporting mechanisms for tracking and reporting program services.
6. The applicant must allow CDC and DHEC on-site for site visits and make complete records available, upon request, for financial, programmatic and quality management visits.
7. The applicant must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 - a. Financial Management: Financial records will be reviewed to assure compliance with generally accepted accounting principles. The records should provide accurate, current and complete disclosure of financial expenditures. They must identify the source and application of funds and must be supported by invoices and other source documentation.
 - b. Program Progress: Review progress in providing prevention services and expending funds.

C. FUNDING-RELATED GRANT REQUIREMENTS

1. Administrative charges to the grant are limited to ten percent (10%) of the award.
2. Annual submission of a budget and budget narrative is required for each program and subprogram, if applicable. See Attachment F for guidance and a sample/template.
3. No funds may be used to make cash payments to intended recipients of services.
4. Funds may not be used for:
 - a. Research.
 - b. Clinical or direct patient medical care.
 - c. Medications or treatment vaccinations.

D. GRANT REPORTING REQUIREMENTS

The applicant will provide programmatic, demographic and financial plans and reports as required by the STD/HIV Division. These requirements are:

1. Annual submission of an interventions services planning worksheet is required.
2. Collect and submit process-monitoring data on all interventions. Data must be entered into a DHEC-required data collection system by the last day of the month of intervention cycle completion, with a courtesy extension to the 15th of each month following.
3. Collect and submit required HIV testing and linkage data in Evaluation Web by the last day of the month of service delivery, with a courtesy extension to the 15th of each month following.
4. Submit quarterly narrative reports and quarterly expenditure reports by the last day of the calendar quarter with a courtesy extension to the 15th of the month following (April 15 for the January 1-March 31 quarter, July 15 for the 2nd quarter, October 15 for the 3rd quarter, and January 15 for the 4th quarter).
5. Report all data in a timely manner. Failure to provide timely reporting and data entry may result in the withholding of invoice approval until such time all of the outstanding data are received by DHEC.

E. GRANT ACCOUNTABILITY MEASURES

The applicant awarded under this grant application will be expected to:

1. Attend, as required, DHEC-sponsored trainings to ensure the appropriate delivery of interventions.
2. Ensure that interventions are conducted as planned and ensure complete documentation.
3. Ensure the interventions are conducted in a quality manner by qualified staff and in accordance with CDC's procedural guidance for the selected interventions, and according to DHEC's guidelines for delivery of HIV testing and linkage services.
4. Deliver all services in a culturally and linguistically appropriate manner.
5. Recruit clients and select implementation sites that contribute to the highest impact prevention services.

6. Provide linkage to HIV medical care for newly diagnosed persons within one month of their HIV diagnosis.
7. Ensure linkage to DHEC's STD/HIV partner services for persons newly identified as HIV positive in the applicant's HIV testing program.
8. Complete in a timely manner a quality improvement and corrective action plan as developed by DHEC and as needed to continue grant funding.
9. Attend Evaluation Web software and data collection training. Evaluation Web is an Internet browser-based HIV Prevention reporting system developed and maintained by Luther Consulting and mandated by CDC to collect HIV testing data.
10. Ensure that any HIV Prevention educational materials purchased are linked to a specific program intervention, are necessary for the activity, and have been approved by the DHEC STD/HIV Division's Federal Materials Review Committee prior to purchase.
11. Request reimbursement for expenditures at least once monthly, no later than the 15th of the following month.
12. Attend all required grantee meetings including webinars and conference calls.
13. Participate in at least one annual site visit from DHEC. As needed, DHEC may require additional site visits throughout the year.
14. Collaborate with other Grantees and stakeholders (e.g. HBCUs, FQHCs, CBOs, local health departments). DHEC encourages Grantees to participate in and/or develop partnerships to recognize national observances (e.g. National HIV Testing Day) and, as feasible, to be engaged with partners on a more ongoing basis (e.g. SHAPE Initiatives or similar community collaborative groups).

F. GRANT BUDGET

Approximately \$120,000.00 is anticipated to fund one CBO HIV Prevention grant agreement starting on or about December 1, 2017. The final award amount is dependent upon the strength of the program description, the strength of the narrative justification for the funds, the documented history of providing the services being proposed for future funding, and the impact on HIV prevention to Hispanics/Latinos in the proposed services area(s). The total of \$120,000.00 is based upon an annual 12-month award amount. However, as the expected date of initiation of the grant agreements is approximately December 1, 2017, the CY2017 award will be 1/12 of the annual award.

Funds will be awarded for a three-year project period. Yearly continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing required recipient activities and submitting required reports.

If awarded, the applicant will submit a projected budget to DHEC at the beginning of each grant year. If throughout the course of a grant year a budget revision is necessary and exceeds ten percent (10%) of the amount allocated for a major budget category, the applicant must make a written request to DHEC for approval of the revision. The budget revision will not be authorized until the applicant receives written approval from DHEC.

The budget(s) submitted in this RFGA process should be for a 12-month period.

III. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA

NOTE: THE FOLLOWING INFORMATION MUST BE PROVIDED.

To be considered for award, all proposals must include, at a minimum, responses to the following information. Scoring points associated with each section are noted in parentheses. The proposal must contain all required information listed below, with exceptions noted for specific items. Applicants should restate each of the items listed below and provide their bid immediately thereafter. **All information should be presented in the listed order:**

The applicant is to submit ONE ORIGINAL AND SIX (6) copies including, but not limited, to the following information for consideration and evaluation.

DHEC reserves the right to request any information it deems necessary to make the final decision concerning the offeror's ability to provide the services requested herein before entering into a contract. DHEC also reserves the right to require a pre-decisional site visit to review any requested information prior to making a final decision on funding.

- A. Cover Letter – Submit a cover letter, which includes a summary of the applicant's ability to perform the services described herein and a statement that the applicant is willing to perform those services and enter into a contract with DHEC. The cover letter must state that the applicant will comply with all requirements of the RFGA and the Grant Agreement. The cover letter must be signed by a person having the authority to commit the applicant to a contract.
- B. Eligibility Determination Documentation (Submit the following items.)
1. Three annual HIV testing data reports from calendar years 2014, 2015 and 2016. Reports must include specific citation of targeted outreach (i.e., nonclinical) testing services annually provided to 400 or more Hispanics/Latinos in South Carolina, with each of the following areas served in at least one of the three years: Columbia MSA, Greenville county, and Aiken county. Reports must be from the funder of testing (DHEC, CDC, private foundation, etc.) and have this detail clearly identified. Reports may be in the form of: 1) Summary data report; 2) Data within a site visit report; and/or 3) Data within a funder's technical review of the applicant's annual report, etc.
 2. At least two training certificates to fully document the credentials of each paid staff person being proposed to deliver HIV testing services.
 3. The current CLIA waiver that indicates the organization's ability to provide HIV testing services.
 4. The table of contents page of an HIV testing quality assurance and services protocol/procedures manual which includes clear identification of the manual as being a document from the applicant organization.
 5. At least one site visit report or technical review from a funding source that describe the level of quality service delivery and other successes in providing HIV Prevention services as are being proposed in this application. This document or documents may be from any year(s) within the past three calendar years (2014, 2015 or 2016).
 6. Documentation of the primary client services population being Hispanics/Latinos. This may be in the form of an annual report from the applicant Board of Directors, marketing materials that describe services, or other publicly accessible materials that describe the services and client populations.
 7. At least one Memorandum of Agreement (MOA), Letter of Agreement (LOA), etc. from a local DHEC public health department representative that indicates an agreed-upon process for accepting referrals for: 1) HIV confirmatory testing (as applicable) for persons testing preliminary positive; 2) DIS-delivered Partner Services for persons testing HIV positive; and 3) Social work linkage-to-care HIV case

management services (as applicable) for new HIV positives. NOTE: If funded by DHEC at any time in CY2017 for HIV prevention services, this item (#7) is not required to be submitted.

8. A listing of all of sources of funding/support and the specific programs supported. Each funding stream's start and ending dates must be included.

Application Narrative

C. Organizational Capacity: Structure, History, Technological and Financial Capacity (40 points)

1. Provide an organizational chart reflecting the organizational structure of your organization, governance, programs/services and staffing.
2. What are your major programs or organizational branches?
3. Provide a list of the names of the Board of Directors and their positions/titles.
4. How many staff does your organization have? List all full-time/part-time staff by name and position.
5. List all of your offices or locations giving street addresses and telephone numbers.
6. Are you a 501(c)3 and/or recognized as a nonprofit organization by the S.C. Secretary of State? (If yes, include a copy of the letter from the IRS or S.C. proof of incorporation.)
7. What services does your organization provide?
8. To whom do you provide those services, i.e., what populations?
9. What is/are the operating system(s) on the computers your prevention staff use (i.e., Windows XP for Office, etc.)?
10. What Internet services does your organization use?
11. How does your agency handle computer problems, including access to the Internet? What is the usual response time?
12. What are your agency's data security and confidentiality standards?
13. Who is your Chief Financial Officer?
14. What financial software does your organization use?
15. Does your organization use an accrual or cash basis of accounting?
16. If applicable, has your organization received training or have staff familiar with the OMB Circulars A-122 Cost Principles for Non-Profit Organizations?
17. How does your organization accomplish bookkeeping and accounting functions? Does your organization have a full or part-time bookkeeper or accounting type person as an employee or as a consultant? Does your organization engage an accounting firm to prepare your quarterly payroll tax returns and your 990 corporate tax return? (Assuming you are non-profit) Does a CPA firm perform any other accounting functions?

18. What insurance coverage does your organization have for your facilities, employees and Board/officers? Identify the policy name and coverage limits.
19. Has your organization had an A-133 Single Audit conducted because it received and expended more than \$750,000.00 in federal funds?
20. Who is responsible for your organization's written accounting, administrative, personnel, procurement/purchasing and/or operational policies and procedures?

D. Collaboration and Linkages (10 points)

1. In your HIV testing and linkage program, describe the method(s) by which persons testing preliminary positive receive confirmatory testing. If your program has the capacity to provide confirmatory testing, indicate the specific number of staff who deliver this testing.
2. In your HIV testing and linkage program, describe your referral process that links HIV positive persons to care. How does your organization follow-up, including documentation, to assure that medical appointments are kept?
3. If you are not currently providing HIV care services funded by Ryan White Part B or C, how does your organization collaborate with the Ryan White care providers in your primary service area? Is there some form of routine communication and meetings?
4. Describe your current partnership(s) with the local health department in your primary service area and future plans to coordinate with local health departments.
5. Describe your current partnership(s) with other HIV prevention and care providers in your primary service area as well as with other providers throughout South Carolina. Describe how you relate to each organization, including efforts to collaborate in providing services to various populations. Indicate if staff or volunteers participate in formal, community-based collaborative efforts, such as the Syphilis and HIV Awareness, Prevention and Elimination (SHAPE) initiative.
6. Describe in-kind services that build the capacity to most efficiently and effectively deliver the services being proposed in this application.

E. HIV Prevention Program Description (50 points)

1. Describe briefly relevant background information (socioeconomic, educational levels, housing, subpopulations) on Hispanic/Latino men and Hispanic/Latina women in your proposed service area(s) and any of their unmet needs for HIV Prevention services.
2. Briefly describe your experience delivering the proposed intervention(s) to Hispanic/Latino men and Hispanic/Latina women.
3. For *each* priority population you plan to reach, provide on page 11 the annual numbers being proposed to be reached for each of the fundable interventions. Note the following planning parameters:
 - a. For HIV testing: A minimum of 100 persons annually from the gender-specific population should be planned, with allowed increments of an additional 10 persons per population. The total number of Hispanics/Latinos (men and women) to be reached must be no less than 400 annually.

- b. For “No Excuses”: A minimum of 10 persons annually (delivered in one cycle) should be planned, with allowed increments of an additional 10 persons per intervention cycle.

Planned Numbers to be Reached:

HIV Testing, Hispanic/Latino men: # ____ HIV Testing, Hispanic Latina women: # ____
 “No Excuses”: # ____

If funded, DHEC will require final approval of the selected intervention sites/venues in order to avoid duplication of services and ensure the most efficient, comprehensive impact for the priority populations in need of services in the Columbia MSA, as well as in Greenville and Aiken counties. Also, if funded, planned numbers should be considered as targets; they are not end-points in service delivery. DHEC expects the grantee funded through this RFGA to deliver funded services throughout the entire calendar year project period, regardless of having reached the planned numbers for that year, and without any expectation of additional compensation beyond the awarded contract funds. All services delivered, including those in excess of planned numbers, must be reported in the appropriate data system.

4. What recruitment strategies (i.e., Outreach, Internet Outreach, Social Networking), specific to each population being proposed for targeted testing services, will be used?
5. If applicable, list the sites that you have selected for targeted condom distribution and the methods used to determine the sites as appropriate.
6. Indicate who will be responsible for completing the required Quarterly Narrative Report and the Quarterly Expenditure Report.
7. Describe how you propose to use CDC’s browser-based system, Evaluation Web (EW), to report all required prevention services data. Explain who will be responsible for ensuring all new staff will complete the identification proofing process (e-authentication) and who will train new users in the system.

F. Budget and Budget Justification Narrative

All applicants must complete a proposal budget and budget narrative using the format in Attachment C.

The budget should be for a calendar year, 12-month period. However, if funded, CY2017 awards will be for a 1/12 amount of the annual award that is tentatively slated to begin December 1, 2017. A detailed justification is required for each component of the program budget (i.e. personnel, travel, supplies, contractual services, etc.). Include a list of all proposed subcontractors (if any) and the amount of funds to be paid to each subcontractor. For travel, break out any anticipated out-of-state travel and in-state travel. Administrative costs are capped at 10% of the overall budget.

Approximate Allocation Cost Per Intervention To Consider When Developing Proposal Budget

Intervention	Approximate Unit Cost Per Intervention Cycle
Targeted Outreach HIV testing (& linkage to HIV care)	\$100/test, for Hispanic/Latina women; \$200/test, for Hispanic/Latino men
Sin Buscar Excusas (No Excuses)	\$500

K. APPLICATION SUBMISSION

Proposals will be evaluated by a review panel on the basis of the following criteria. Eligibility as indicated in:

- A. The cover letter (not scored)
- B. Eligibility Determination Documentation (not scored)
 - *The above two sections of the application will be reviewed to determine if you are eligible for funding.
- C. Organizational Capacity (40 points)
- D. Collaboration and Linkages (10 points)
- E. Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services Program (50 points)
- F. Budget (not scored)
 - Your application's budget will be reviewed to ensure you have a clear and understandable explanation of all costs in the narrative budget justification and a demonstration of strong linkages to the interventions being proposed.

Attachment A

Draft Grant Agreement

GRANT AGREEMENT (DRAFT)

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

NAME OF GRANTEE

This Grant Agreement by and between the South Carolina Department of Health and Environmental Control, Bureau of Disease Control (DHEC) and Name of Grantee (Grantee), is to provide targeted Hispanic/Latino outreach HIV testing and associated prevention services as outlined in DHEC's Agency Funding Opportunity Number FY2018-RFGA-HV-804 Request for Grant Applications (Addendum).

The parties to this grant agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide targeted Hispanic/Latino outreach HIV testing and associated prevention services in accordance with all requirements stated herein, as outlined in the Addendum and the Grantee's application response. The Grantee must receive prior DHEC approval of the targeted locations in which the Grantee plans to provide services.

B. TERM OF GRANT AGREEMENT:

This Grant Agreement shall be effective December 1, 2017 or when all parties have signed, whichever is later, and shall terminate December 31, 2019. This Grant Agreement is renewable for two additional one-year periods. At the end of the initial term, and at the end of each renewal term, this Grant Agreement shall automatically renew for a period of one year, unless Grantee receives notice that DHEC elects not to renew the Grant Agreement at least thirty (30) days prior to the date of renewal. Regardless, this Grant Agreement expires no later than the last date of the maximum Grant Agreement period which is December 31, 2019. Only work done in accordance with the effective dates of this Grant Agreement will be compensated.

Grantee acknowledges that, unless excused by S.C. Code Section 11-57-320, if Grantee is on the then-current Iran Divestment Act List as of the date of any Grant Agreement renewal, the renewal will be void ab initio. (See <http://procurement.sc.gov> .)

C. COMPENSATION:

1. DHEC agrees to reimburse the Grantee for actual allowable costs incurred in the provision of services as described in Section A, as outlined below:

- a. Up to \$_____ for the budget period of December 1, 2017 or when all parties have signed, whichever is later, through December 31, 2017;
- b. Up to \$_____ for the budget period of January 1, 2018 through December

31, 2018, and subsequent budget periods thereafter, contingent upon final grant approval.

- c. No funds may be carried forward from one budget year to the next year.
2. In no event will the total amount to be paid under this Grant Agreement exceed \$ _____ for the grant agreement period of December 1, 2017 or when all parties have signed, whichever is later, through December 31, 2019.
 3. DHEC's financial obligations to the Grantee are limited by the amount of Federal funding awarded in Section C.1.-2.
 4. Travel:
 - a. Contractor's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this Contract and will be included within the maximum amount of the Contract.

(Reference: <http://www.state.sc.us/dio/OIOTravelRegulations.htm>)
 - b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.
 - c. Contractor must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for contractual reimbursements of out-of-state travel, Contractor must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.
 5. Source of Funds:
 - a. CFDA number (from the grant award notice) and the CFDA title verbatim: 93.940, HIV Prevention Activities for Health Departments
 - b. Grant award notice title verbatim from the grant award: Comprehensive HIV Prevention Projects for Health Departments
 - c. Grant award notice number from the grant award: 6NU62PS003648-05
 - d. Federal grantor (awarding) agency name: Department of Health and Human Services
 - e. Grant period of performance start and end date: January 1, 2017 through December 31, 2017
 - f. Whether the award is for Research and Development: No
 - g. Subaward amount, if applicable
 - h. Future Funding PS18-1802 (from the grant award notice) and the CFDA title verbatim: 93.940, HIV Prevention Activities for Health Departments

- i. Grant award notice title verbatim from the grant award: Comprehensive HIV Prevention Projects for Health Departments
- j. Grant award notice number from the grant award: TBD
- k. Federal grantor (awarding) agency name: Department of Health and Human Services
- l. Grant period of performance start and end date: January 1, 2018 through December 31, 2019
- m. Whether the award is for Research and Development: No
- n. Subaward amount, if applicable

DHEC's Point of Contact for financial information regarding payments made under this Grant Agreement:

Ronnie Belleggia, Bureau Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201-1708

FUNDING FOR THIS CONTRACT IS SUBJECT TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

D. METHOD OF PAYMENT:

The Grantee shall submit a monthly (or twice-monthly, if needed) invoice for payment of services rendered as outlined in the Scope of Services, as follows.

1. The invoice must include the name and address of the Grantee, the Grant Agreement Number, a brief description of the Scope of Services provided, the period covered, an itemized listing of expenses incurred with categorical break-out as required by the DHEC program, the total amount of the reimbursement, and supporting documentation for expenditures as required by DHEC.
2. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the Grant Agreement period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Email requests for payment preventioninvoices@dhec.sc.gov.

E. REPORTING REQUIREMENTS:

The Grantee will comply with reporting requirements as outlined in the Addendum and as otherwise required by DHEC.

F. TERMS AND CONDITIONS:

1. **MINORITY BUSINESS:** Grantee must make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
2. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this Grant Agreement without the prior written approval of DHEC.

3. **ASSIGNMENT:** Grantee cannot assign or transfer the Grant Agreement or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Grantee is considered an assignment.
4. **AMENDMENTS:** The Grant Agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the Grant Agreement.
5. **RECORDKEEPING, AUDITS, & INSPECTIONS:** Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years or other longer period required by law after the end of the Grant Agreement period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant Agreement with no further obligation on the part of DHEC.

Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

Grantee is responsible for the creation and maintenance of its own records in accordance with professional standards and for compliance with HIPAA, the South Carolina Physicians' Patient Records Act, and other laws. DHEC assumes no responsibility for the creation, maintenance, completeness, or accuracy of Grantee's records, or for compliance of any person or entity other than DHEC with HIPAA, the South Carolina Physicians' Patient Records Act, or other laws.

6. **TERMINATION:**
 - a. Either party may terminate this Grant Agreement by providing thirty (30) days written notice of termination to the other party.
 - b. DHEC may terminate this Grant Agreement by providing thirty (30) days written notice of termination to the Grantee.
 - c. DHEC funds for this Grant Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Grant Agreement, it shall terminate without any further obligation by DHEC upon written notice to Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has

no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Grant Agreement.

- d. DHEC may terminate this Grant Agreement for cause, default, or negligence on the Grantee's part at any time without thirty (30) days advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.
7. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.
8. **INSURANCE:** During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
9. **DRUG FREE WORKPLACE:** By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 *et seq.*, as amended.
10. **STANDARD OF CARE:** Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Grantee and Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.
11. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
12. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or

to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Agreement.

13. **CHOICE OF LAW:** The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
14. **DISPUTES:** All disputes, claims, or controversies relating to the Grant Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-3510 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Grant Agreement, Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DHEC regarding the Grant Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.
15. **DEBARMENT:** Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants or contracts by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Grant Agreement for cause in addition to other remedies available.
16. **SERVICE OF PROCESS:** Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
17. **NOTICE:** All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

GRANTEE:

Name

Address

Phone: () ____ - ____

Fax: () ____ - ____

E-mail:

DHEC:

Tony Price
Prevention Program Manager
STD/HIV Division
SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898-0338
Fax: (803) 898-0573
priceae@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

18. **COMPLIANCE WITH LAWS:** Grantee shall comply with all applicable laws and regulations in the performance of this Grant Agreement.
19. **THIRD PARTY BENEFICIARY:** This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third party beneficiary or otherwise.
20. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State grant agreements or contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Grant Agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by DHEC upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
21. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
22. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this Grant Agreement by making payments on the Grant Agreement, by failing to terminate the Grant Agreement for lack of performance, or by failing to enforce any term of the Grant Agreement. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Grant Agreement. Any waiver must be in writing.
23. **PLACE OF CONTRACTING:** This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.

24. ATTACHMENTS/ADDENDA: Attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement.
25. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §37293733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC’s policies and procedures regarding false claims may be obtained from DHEC’s Contracts Manager or Bureau of Business Management.

Any employee, agent, or Grantee of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Grantee or Grantee’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Grantee is required to inform Grantee’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Grantee’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

26. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents and warrants:
- a. Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Grant Agreement.
 - b. Grantee’s execution and performance of this Grant Agreement do not violate or conflict with any other obligation of Grant Agreement.
 - c. Grantee has no conflict of interest with its obligations under this Grant Agreement.
 - d. Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.

- e. Grantee is a [specify entity type, e.g., corporation/limited liability company/other] _____ duly organized, validly existing and in good standing under the laws of _ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Grant Agreement.

27. CONFIDENTIALITY:

- a. Grantee will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.
- b. Grantee will not, unless required to perform its responsibilities under this Grant Agreement or required by law (as determined by a court or other governmental body with authority):
 - 1. access, view, use, or disclose confidential information without written authorization from DHEC;
 - 2. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - 3. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
- c. Grantee will direct any request it receives for confidential information obtained through performance of services under this Grant Agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Grantee must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law. If Grantee is a business associate and will or may have

access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Grantee will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Grantee and Grantee's employees, agents, and subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement, to protect information contained in a particular DHEC program area.

- e. Grantee must immediately notify the DHEC Compliance Officer at 803-898-3318 and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
 - f. Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.
28. **LICENSE/ACCREDITATION:** Grantee represents and warrants that Grantee and Grantee's employees and/or agents who will perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.
29. **INDEMNIFICATION:**
"Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Grant Agreement, and to the fullest extent permitted by law, Grantee shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Grantee, in whole or in part, in the performance of services pursuant to this Grant Agreement. Further, Grantee shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Grantee's breach of this Grant Agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this Grant Agreement. Grantee shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Grantee of the assertion of the claims alleged to be covered under this clause. Grantee's obligations

hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Grant Agreement.

30. **IRAN DIVESTMENT ACT- CERTIFICATION.** (a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to S.C. Code Section 1157-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at <http://procurement.sc.gov>. (b) By entering into this Grant Agreement, Grantee certifies that, as of the execution and effective date of the Grant Agreement, Grantee is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Grant Agreement.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS. (a) Grantee must notify the DHEC Contracts Manager immediately if, at any time during the Grant Agreement term, Grantee is added to the Iran Divestment Act List established pursuant to S.C. Code Ann. Section 11-57-310. (b) Consistent with Section 11- 57-330(B), Grantee shall not contract with any person to perform a part of the services under this Grant Agreement, if, at the time Grantee enters into the subcontract Agreement, that person is on the then-current version of the Iran Divestment Act List.

31. **RETURN OF FUNDS:** Any funds paid by DHEC and not used for completion of services in accordance with this Grant Agreement shall be returned to DHEC.
32. **REVISIONS OF LAW:** The provisions of the Grant Agreement are subject to revision of State or federal regulations and requirements governing HIV/STD/viral hepatitis prevention.

The parties to the Grant Agreement hereby agree to any and all provisions of the Grant Agreement as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

GRANTEE NAME

BY: _____
Director
Bureau of Disease Control

BY: _____

(Title)

DATE: _____

DATE: _____

MAILING ADDRESS:
SC DHEC - Public Health Contracts
Bureau of Business Management
2600 Bull Street
Columbia, SC 29201
803-898-3501

MAILING ADDRESS:

Phone: () ___-____
Fax: () ___-____
E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: _____

This is a draft copy of a grant agreement, for informational purposes. Awarded applicant would be required to sign a grant agreement with SCDHEC before any billable services could be provided. A grant agreement will be mailed to awarded applicant for signature after the award posting period has ended.

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision
- Other Governmental body (specify)
- Individual/sole proprietor
- Other (specify) _____

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license # _____

Attachment B: Fundable Prevention Services

Priority Populations	Fundable HIV Prevention Interventions*
High-Risk Hispanics/Latinos (HIV Negative or of Unknown HIV Status) <ul style="list-style-type: none"> • Men • Women 	<ul style="list-style-type: none"> ▪ Targeted HIV testing and linkage** ▪ <i>Sin Buscar Excusas (No Excuses)</i> ▪ Condom distribution

*Interventions and Other Guidance:

National HIV/AIDS Strategy (NHAS): <https://www.aids.gov/federal-resources/national-hiv-aids-strategy/nhas-update.pdf>

S.C. HIV/AIDS Strategy: http://www.scdhec.gov/Health/docs/stdhiv/SC%20HIV/AIDS%20Strategy_2017-2021_FINAL_091916.pdf

Effective Interventions: <http://www.effectiveinterventions.org/>

**“Couples HIV Testing and Counseling” (CHTC), also known as “Testing Together”, is an allowable strategy to deliver testing.

Attachment C
SC DHEC HIV PREVENTION FUNDS CY 2017
INSTRUCTIONS FOR COMPLETING BUDGET AND JUSTIFICATION NARRATIVE
ALL ALLOWABLE COSTS
NOTE: UNALLOWABLE COSTS INDICATED AS SUCH BELOW

General Information

For each cost category listed in the budget, provide a detailed narrative justification for all requested costs that is consistent with the purpose, objectives and proposed program activities in your plan. Be specific about the costs under each broad category. *Note that if applicant is submitting for integrated services, no more than 5% of the overall budget can be allocated for these services.*

Cost Sharing: Costs benefiting two (2) or more activities funded with more than one (1) federal grant program and/or other state or local funding should be shared based on the proportional benefit. For any budget category/item, if your HIV Prevention costs are shared with other federal, state, or other funding sources, you should show what portion or percentage is for the HIV Prevention Program contract and what portion benefits other program funding. The total annual projected costs for your organization for an item, e.g. rent, utilities, should be shown to validate the portion shown for the HIV Prevention Program effort. For example, XYZ Organization's annual rent is \$30,000 and there are 10 staff and 10 office spaces. One staff conducts HIV Prevention services; nine staff conduct other unrelated programs. Therefore, 10% (\$3,000) is charged for rent cost for HIV Prevention services, 40% for Ryan White services, and 50% for other programs.

Administrative Costs: Administrative costs (capped at 10%) include operating and maintaining facilities; general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; cost of audits if required; management and oversight activities of specific programs under this contract; development and establishment of reimbursement and accounting systems; and overhead and indirect costs (including indirect cost rates). Administrative costs may be reflected in several of the budget categories, e.g. personnel, supplies, other, and indirect, and should be identified in the budget description for any specific item.

Unallowable Costs: These are costs of your organization that are not allowed because of contract/RFGA, State and/or Federal laws and regulations. Examples are administrative costs in excess of the 10% allowed in the contract, fines/penalties, late fees, fund raising costs, lobbying costs, bad debts, alcoholic beverages, bonuses, construction, meals for staff within 50 miles of headquarters and not associated with conference/meeting.

Specific Budget Categories

Personnel: List each person(s) by name, title, annual and/or hourly salary, amount of time on program (i.e. percent of time such as 100% or 50% and number of days); include staff proposed to be hired if position is vacant or new.

Provide a summary description of their job duties related to HIV Prevention under this contract. If partial funding is requested for a position, then indicate the other sources of funding for this position, the amount, and responsibilities under these funding sources. Separate personnel costs for program/direct service providers and administrative positions.

Fringe Benefit/Employer Contributions: List each type of fringe benefit and how it is calculated (such as FICA, Medicare, unemployment, workmen's compensation and other payroll taxes, health and dental insurance, life insurance, retirement and pension plans, annual leave etc.) If a composite percentage rate is used for all benefits provided, sufficient documentation should be provided to justify the composite

rate. Employer contributions for each staff person should be equal to the percent of the FTE allocated for a particular staff, e.g. if a person is funded 75% from HIV Prevention funds, then employer contributions from HIV Prevention funds should equal 75%.

Travel: List all in-state and out-of-state travel costs. The costs, including room and board, must directly benefit and be specific to the work in connection with the services or activities described in Scope of Work of the RFGA. All travel must be limited to: 1) local and direct prevention services, and 2) training/conferences that directly relate to the delivery of planned interventions. Travel will be included within the maximum amount of the contract.

Equipment: List each type of equipment, who will use it, purpose for the equipment purchase, the vendor and price/quote. Cost sharing must be applied if equipment will be used for other than HIV Prevention activities. Equipment should be identified as office, educational/training or other.

Supplies: Supplies are items that cost under \$500 and have a “life” of less than a year. These include educational materials, incentives, condoms, newsprint, office supplies, janitorial, etc.

Contracted Services: These are *services* you are buying from somewhere else. The cost may fluctuate from month to month depending on the service. Contract services include consulting fees (evaluation, needs assessment, trainer) and subcontractors. Specify if the contracted service is for administration or prevention program services. Subcontractors should be listed separately. All subcontractors must be approved by DHEC. Provide the following for each subcontractor:

- a. How the contract was obtained (competitive bid process, etc.)
- b. Target audience, as applicable
- c. Period of contract performance
- d. Type of contract (fixed, ongoing, etc.)
- e. Type of organizations solicited
- f. Description of activities to be provided
- g. Detailed budget justification for broad categories

Other: Describe each item listed in this category in terms of what it is, who will benefit, and why it is necessary. If the item will be shared with other programs or administrative/overhead expenses, then cost sharing must be applied and the proportion of the cost for HIV Prevention must be indicated. This category should include items such as rent; printing (offset) of brochures/materials; photocopying/duplication, e.g. QuickCopy, Staples, etc.; telephone; Internet service; postage; utilities (gas/electric, water/sewer); security system; pest control; training and/or meeting expenses (detail all costs including room expenses, AV equipment rental, speaker fees, refreshments); insurance; accounting/bookkeeping; data processing; bank charges; dues and subscriptions; registrations (in-state meetings only); and equipment maintenance (if not included in equipment category and not included in the base for the indirect cost rate).

***Indirect Costs (Overhead/General and Administrative) – if applicable:** Indirect costs may only be reflected if your organization has a Federal approved indirect cost rate. If your organization has an established indirect cost rate, give the rate, the base or basis against which the rate is applied, and the costs included in the rate. Examples of indirect costs include bookkeeping, office furniture, and administrative oversight. If your organization uses an indirect cost rate, then the items included should not be listed under other budget categories. Provide the source for your indirect cost rate if one is used. *Note: If your organization does not have a Federal approved indirect cost rate, then this category should be \$ 0. Administrative costs should be clearly reflected in the appropriate budget categories above.

S.C. DHEC HIV PREVENTION FUNDS

Annual, Proposed 12-month Budget Example/Template

Note: If funded, the grant award for 2017 will be for one-twelfth of a year and will require that a revised budget be submitted.

PROPOSAL BUDGET FOR GRANTEE (NAME): _____

Category (Specify/Identify Each Planned Expenditure As a Line Item Within Its Category. Add More Lines As Needed.)	Line Item Budget Amount	Subtotal, By Category
<u>I. Personnel</u> A. B. C.	\$ \$ \$	<u>I. Personnel</u> \$
<u>II. Fringe Benefit/Employer Contributions</u> A. B. C.	\$ \$ \$	<u>II. Fringe Benefit/ Employer Contributions</u> \$
<u>III. Travel</u> A. B.	\$ \$	<u>III. Travel</u> \$
<u>IV. Equipment</u> A. B.	\$ \$	<u>IV. Equipment</u> \$
<u>V. Supplies</u> A. B.	\$ \$	<u>V. Supplies</u> \$
<u>VI. Contracted Services</u> A. B.	\$ \$	<u>VI. Contracted Services</u> \$
<u>VII. Other</u> A. B.	\$ \$	<u>VII. Other</u> \$
<u>VIII. Administrative or Indirect Costs</u> A. B.	\$ \$	<u>VIII. Admin/Indirect Costs</u> \$
TOTALS (“Line Item” Total Column & “Subtotal, By Category” Total Column Should Be The Same)	\$	\$

Attachment D: Letter of Agreement

This Letter of Agreement (LOA) shall be between the _____
(Name of CBO applicant) and _____ (Name of partner site).

The purpose of this LOA is to confirm an agreement to provide HIV prevention services through collaborative efforts.

The parties to this agreement agree as follows:

SCOPE OF SERVICES

1. The CBO agrees to:

- a. _____.
- b. _____.
- c. _____.
- d. _____.

2. The site for service delivery agrees to:

- a. _____.
- b. _____.
- c. _____.
- d. _____.

The term of the Letter of Agreement begins on _____ (date) and ends upon 30 days written notice by either party or on _____ (date).

_____ CBO Authorized Signature

_____ Service Delivery Site Authorized Signature

Attachment E

Certification of Compliance

CERTIFICATION OF COMPLIANCE WITH THE “SECURITY AND CONFIDENTIALITY STANDARDS FOR PUBLIC HEALTH DATA AND DESIGNATION OF OVERALL RESPONSIBLE PARTY (ORP)”

By signing and submitting this form, we certify our compliance with CDC’s National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention’s *Data Security and Confidentiality Guidelines*. We acknowledge that all standards included in the guidelines have been implemented unless otherwise justified in an attachment to this statement. We agree to apply the standards to all staff and contractors funded through CDC HIV/AIDS Prevention or HRSA’s Ryan White Care programs that have access to or maintain confidential health data. We ensure all sites where applicable public health data are maintained are informed about the standards. Documentation of required local data policies and procedures is on file with the persons listed below and available upon request.

Name(s), title(s), & phone number(s) of the proposed Overall Responsible Party (ORP) or ORP Panel.

Name	Title	Telephone

Organization

Signature: Executive Director

Signature: Authorized Business Official

Date

Date

ATTACHMENT F

Procedures for Dispute Resolution

I. DISPUTE PROCEDURES FOR GRANT PROGRAM APPLICATIONS DURING THE APPLICATION PROCESS

The following dispute procedures are available to any community-based organization, local or county program or any other applicant that objects to any requirement(s) as outlined in a Request for Grant Applications (RFGA), amendment to RFGA or does not receive a distribution of funding as a grantee under a federal, state, or combined federal/state grant program. An applicant or grantee that disagrees with any element of the grant requirements or with the distribution of funding is also referred to herein as a “requestor.”

- A. **Request or Application for Funding.** Subject to conditions set forth in these procedures, any prospective applicant desiring to file a dispute concerning DHEC’s proposed evaluation of applications or proposed manner of distribution of funds (as outlined in the RFGA) shall e-mail or fax a Notification of Appeal to the DHEC Grant Program Manager*, within ***three (3) business days*** of the posting date of the RFGA or any amendment thereto. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within ***seventy-two (72) hours*** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the prospective applicant. If the prospective applicant is not satisfied with the decision rendered by the Grant Program Manager, the applicant shall e-mail or fax written notification to the DHEC Program Area Director* within ***two (2) business day*** of the date of the written notification of decision from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the prospective applicant within ***three (3) business days***. The written decision will be final and may not be further appealed by the requestor.
- B. **Award to an Applicant.** A requestor with a dispute regarding the Notification of Award shall e-mail, fax or mail a Notification of Appeal to the Grant Program Manager within ***three (3) business days*** of the date of posting of the Notification of Award. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within ***seventy-two (72) hours*** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the requestor. If the requestor is not satisfied with the decision rendered by the Grant Program Manager, the requestor shall e-mail or fax written notification to the Program Area Director within ***three (3) business days*** of the date of the written response from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the requestor within ***three (3) business days***. The written decision will be final and may not be further appealed by the requestor.

C. **Notice of Decision.** A copy of all correspondence or decisions under this dispute resolution procedure shall be mailed or otherwise furnished immediately to the requestor and any other party intervening.

II. PROCEDURES FOR GRANT DISPUTES OR CONTROVERSIES REGARDING DHEC'S EVALUATION OF A GRANTEE'S EXPENDITURES IN THE POST-AWARD PHASE

A. **Applicability.** These procedures shall apply to controversies between DHEC and a grantee when the grantee disagrees with DHEC's evaluation of an expenditure by the grantee as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a grantee of an awarded grant.

B. **Complaint against Grant Program Management.** No later than *thirty (30) calendar days* after receiving notice that the agency's grant program area has denied an expenditure, a grantee must e-mail or fax written notice identifying any dispute or controversy to the Grant Program Manager. The Grant Program Manager will, *within thirty (30) calendar days* thereafter, review and attempt to informally resolve the dispute or controversy. If the dispute cannot be mutually resolved within that timeframe, a grantee wishing to continue pursuit of the dispute must e-mail or fax written notice of the dispute to the Program Area Director within *five (5) business days* following the 30-day review period. The Program Area Director or his/her designee will, within *ten (10) business days* of receipt of a written notice of the dispute, meet or hold a conference call with the grantee. Within *ten (10) business days* after such consultation with the grantee, the Program Area Director will e-mail or fax the grantee with a written determination as to his/her decision regarding the disposition of the expenditure. The decision of the Program Area Director will be final and may not be further appealed by the requestor.

** Contacts are listed below:*

Grant Program Manager:

Tony Price
Prevention Program Manager
STD/HIV Division
SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898-0338
Fax: (803) 898-0573
priceae@dhec.sc.gov

Program Area Director:

Linda J. Bell, M.D.
State Epidemiologist & Director
Bureau of Disease Control
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Phone: (803) 898-0801
Fax: (803) 898-0897
belllw@dhec.sc.gov

**ADDENDUM
To
Grant Agreement**

**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
Community-Based HIV Prevention Services FY2017**

RFGA Number: FY2017-RFGA-HV-###

http://www.scdhec.gov/Health/FHPF/DiseaseResourcesforHealthcareProviders/HIV_AI_DS_STD_Resources/PreventionContractingFundingOpportunities/