

Attachment A

DRAFT GRANT AGREEMENT

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 Maternal and Child Health (DHEC) and Name of Grantee (Grantee), is to provide localized abstinence education programs/services which promote delayed initiation of sexual activity in youth, in keeping with Section 510(b)(2) of the Social Security Act and as outlined in DHEC's Agency Funding Opportunity Number FY2019-RFGA-MC-901 Request for Grant Applications (Addendum).

The parties to this grant agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide localized abstinence education programs/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 geographical locations in which the Grantee plans to provide services in order to ensure there shall be no duplication of effort of another grantee. The Grantee shall begin implementation and monitoring of all aspects of its project and document progress made toward achievement of identified efforts, activities, deliverable, objectives and goals according to grantee's work plan.

B. TERM OF GRANT AGREEMENT:

This Grant Agreement shall be effective approximately **July 1, 2018, or when all parties have signed**, whichever is later and shall terminate **June 30, 2019**. Only work done in accordance with the effective dates of this Grant Agreement will be compensated.

C. COMPENSATION:

1. DHEC agrees to reimburse the Grantee for the provision of services as described in Section A. up to the amount of \$____(award amount) for the budget period of approximately July 1, 2018 or when all parties have signed, through June 30, 2019.
2. In no event will the total amount to be paid under this Grant Agreement exceed \$____(award amount) for the grant agreement period of approximately July 1, 2018 or when all parties have signed, through June 30, 2019.
3. DHEC's financial obligations to the Grantee are limited by the amount of State funding awarded in Section C.1.-2.

4. Travel:

- a. Grantee'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 Grant Agreement and will be included within the maximum amount of the Grant Agreement.

(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. Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for Grant Agreement reimbursements of out-of-state travel, Grantee 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 (see D.3. – source of funds is also listed there)

- a. CFDA number (from the grant award notice) and the CFDA title verbatim
- b. Grant award notice title verbatim from the grant award
- c. Grant award notice number from the grant award
- d. Federal grantor (awarding) agency name
- e. Grant period of performance start and end date
- f. Whether the award is for Research and Development
- g. Subaward amount, if applicable
- h. DHEC's Point of Contact for financial information regarding payments made under this contract:

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

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

6. Under no circumstances may a recipient of funding use Federal funds or matching funds under this award to support inherently religious activities, including, but not limited to, religious instruction, worship, prayer, or proselytizing (45 CFR Part 87).

D. METHOD OF PAYMENT:

The Grantee shall submit a monthly 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 monthly invoice should be received by DHEC within fifteen (15) days after the end of each month. Mail requests for payment to S.C. Department of Health and Environmental Control, Lisa Hobbs, Program Manager, 2600 Bull Street, Columbia, S.C., 29201.
3. Source of Funds: State funds made available through South Carolina Legislative Proviso (# TBD - DHEC: Abstinence-Until-Marriage Evidence-Based Programs), effective July 1, 2018 – June 2019. 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

E. REPORTING REQUIREMENTS:

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

1. Quarterly Reports: Organizations or individuals awarded grants must provide quarterly reports on expenditures and participation to the Department of Health and Environmental Control and the Department of Social Services within fifteen (15) days of the end of each quarter. DHEC approved reporting mechanisms must be used. Reports must be submitted in a timely manner. Failure to provide timely reporting may result in the suspension of payments until such time that the required report has been received by DHEC. Grantees failing to submit reports within thirty (30) days of the end of each quarter will be terminated.
2. Monthly Data submission: Grantees will participate in a s state level evaluation to monitor effectiveness of the overall Abstinence Education program by submitting demographic and implementation data on a monthly basis.
3. DHEC will schedule quarterly meetings with grantees for the purpose of providing an oral overview of grant agreement efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities. Periodic site visits of grantee programs will be conducted by DHEC staff.
4. Annual risk assessment: After the pre-award risk assessment is received, the post-award frequency of monitoring will be determined by identification of any risk factors which would indicate a need for increased monitoring. Actual subrecipient performance will be monitored on a perpetual basis. In addition, a risk assessment survey will be conducted on an annual basis.

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. **SUBGRANT AGREEMENTORS:** 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 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, Grant Agreement, 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 Grant Agreements 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:

Lisa Hobbs

Abstinence Education Program Manager

SC Department of Health & Environmental Control

Bureau of Maternal and Child Health

Box 101106, Columbia, SC 29211

Phone: (803) 898-0811 Fax:

(803) 898-2065

hobbslb@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 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 Grant Agreements Manager has actual authority to waive any of DHEC's rights under this Grant Agreement. Any waiver must be in writing.
23. **PLACE OF GRANT AGREEMENTING:** 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 Grant Agreements 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 Grant Agreements 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 tollfree 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

Grant Agreements 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 South Carolina and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Grant Agreement.
27. SUBRECIPIENT AUDIT REQUIREMENTS: Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control
Ronnie P Belleggia
Director for the Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Contractor's fiscal year. If the subrecipient expends less than \$750,000 in federal funding

from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control
Ronnie P Belleggia
Director for the Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201
Email: Bellegrp@dhec.sc.gov
Phone: (803) 898-3390

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate **reviewed and approved** by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

28. FFATA REPORTING: As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. THE DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)

1. *Data Universal Numbering System (DUNS) 9-digit number*
 2. *Contract number*
 3. *Subrecipient name as registered in the Central Contractor Registration*
 4. *Amount of award received*
 5. *Total Amount of contract award*
 6. *Date contract was signed by both parties*
 7. *Total contract period*
 8. *Physical location of primary place of performance*
 - a. *State*
 - b. *Population*
 - c. *City*
 - d. *Congressional District*
 - e. *County*
 - f. *Area of Benefit (i.e., state, county, city, school district)*
 9. *Top 5 most highly compensated officers and their compensation*
29. AUDIT: Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass-through funds.
30. LOBBYING:
- a. Contractors and grantees, including subcontractors, sub grantees, and sub-recipients who receive federal funds pursuant to this agreement, are prohibited from using any of

the grant funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

- b. No part of any grant or Contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- c. 31 U.S.C. § 1352 certification (45 CFR Part 93).
The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S.

Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

31. **COMPLIANCE REPORT REQUIREMENTS FOR STATE AND OTHER FUNDS:**
Quarterly compliance reports for non-vendor contractors receiving non-federal funds, such as grantees, must be furnished by the contractor to the proper program representative. DHEC's program representative will review the quarterly reports and will monitor the Contractor's compliance by recorded site visits/documentated telephone conferences to ensure that performance goals are achieved.
32. **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 Grant Agreements 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 Contract 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, compliance@dhec.sc.gov, and the DHEC Grant Agreements 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 Grant Agreement or, 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.
31. **IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS.** (a) Grantee must notify the DHEC Grant Agreements 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 Grant Agreement 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.
32. **OPEN TRADE REPRESENTATION:** Grantee represents that Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-355300.
33. **OPEN TRADE:** During the Grant Agreement term, including any renewals or extensions, Grantee will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
34. **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.
35. **REVISIONS OF LAW:** The provisions of the Grant Agreement are subject to revision of State or federal regulations and requirements governing the Abstinence Education Grant Program.

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: _____
Kimberly N. Seals, MSPH, MPA
Director
Bureau of Maternal & Child Health

BY: _____
Name
Title

DATE: _____

DATE: _____

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

MAILING ADDRESS:
Address
Phone: () ____ - ____
Fax: () ____ - ____
E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: _____

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 # _____
