

**South Carolina Department of Health and Environmental Control
Public Health Crisis Response /Opioid Crisis Grant and Overdose Data to Action Grant
FY 2019-22 Grant Years**

REQUEST FOR GRANT APPLICATIONS (RFGA)

CFDA Number: 93.354 and 93.136

Posting Date: August 29, 2019

ATTENTION! IMPORTANT DETAIL!

Your application must be submitted in a sealed package. <i>(Original + 3 copies marked as "Copy")</i> RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.	
Deadline/Closing Date for Applications:	Must be received in the SC DHEC Public Health Contracts Office no later than September 13, 2019 By 2:30 PM EST
RFGA Number: FY2020-RFGA-CY-910	
Submit your sealed package to either of the following addresses:	
MAILING ADDRESS: SC DHEC – Public Health Contracts Bureau of Business Management Columbia Mills Building 301 Gervais 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 three (3) copies marked as “Copy”

DHEC offers this Request for Grant Applications (RFGA) for the funds administered by DHEC for the State of South Carolina (SC) from the Federal **Public Health Crisis Response/Opioid Crisis Grant** and **Overdose Data to Action Grant** programs. Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives as required by the Federal **Public Health Crisis Response/Opioid Crisis Grant** and **Overdose Data to Action** programs and DHEC Public Health, Division of Injury and Substance Abuse Prevention: *Educate faith community members on non-pharmacological alternatives to use of opioids and provide meaningful information related to nonpharmacological, non-opioid options for pain relief.* The use of these funds is subject to all federal and state requirements as outlined in the scope of work. Funds may not be used for any other purpose. DHEC reserves the right to determine whether or not a proposal falls within the scope of activities and is eligible under the stated guidelines. Applications are only accepted during the Request for Grant Applications period, will be evaluated by a panel of DHEC staff, and will be scored based on the award criteria stated in the RFGA.

Only one award will be made under this RFGA to a single applicant. The total dollar amount available to be awarded to one applicant under this RFGA is a maximum of **\$100,000**. \$50,000 of the awarded amount must be expended by the grantee no later than November 30, 2019.

Eligibility: Organizations which are eligible to apply for funds must have a minimum of at least a three (3) years documented history (within the past three (3) years) of providing services to Faith-Based Organizations (FBO) as outlined in the Scope of Services in Attachment 1 and have the documented infrastructure capacity to operate on a cost reimbursement basis. The applicant must be located in SC and provide services to FBOs in at least 40 of SC’s 46 counties, including the five counties with the highest rate of opioid prescriptions (*Union, Darlington, Colleton, Cherokee, and Laurens*). The applicant should also be able to offer Mental Health First Aid training (www.mentalhealthfirstaid.org/).

How to Apply: See the Request for Grant Applications (RFGA), starting on page four of this document, for additional details regarding information to be included with your submission. A cover letter should be included and signed by 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 September 13, 2019 by 2:30 P.M. EST. Applications must be delivered in paper format. Please see physical address instructions, below. Any documents received after the deadline will not be accepted.

Questions & Answers: Questions will be accepted until 5:00 P.M. EST, September 4, 2019. All questions must be submitted in writing to Ian Hamilton at hamiltic@dhec.sc.gov. Responses will be posted on the DHEC website <https://www.scdhec.gov/opioid-epidemic/opioid-crisis-grant-opportunity> by September 6, 2019 by 5:00 PM EST.

Final selection of the successful applicant is anticipated to be made and notifications released and posted on the DHEC website on or before October 3, 2019. The Final Grant Agreement will be executed to be effective when signed by the applicant and DHEC. October 23, 2019 is the anticipated start work date.

A draft copy of the Grant Agreement is included in the RFGA (**Attachment #1**).

Budget Form for Opioid Crisis Grant / Overdose Data to Action Grant Proposals: Every application must be accompanied by a budget template provided in **Attachment #2** and a statement that the project can be carried out for the budget in the timeframe requested. Applications received without a budget proposal will be rejected and not reviewed by the review panel.

For more information about this RFGA process, please visit our website at www.dhec.sc.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
Public Health Crisis Response /Opioid Crisis Grant, Overdose Data-to-Action Grant**

FY 2019-20 Grant Year Request for Grant Applications (RFGA)

I. BACKGROUND

The Federal Centers for Disease Control and Prevention (CDC) funded the Public Health Crisis Response /Opioid Crisis Grant Program and Overdose Data-to-Action Grant with the goal to prevent opioid-related misuse, abuse, overdose, and death. This CDC Grant Program authorizes the South Carolina Department of Health and Environmental Control (DHEC), under CFDA # 93.354 and 93.136 to provide funding for, among other efforts, outreach and education services to Faith Based Organizations (FBOs) throughout South Carolina (SC).

SCOPE OF GRANT PROPOSAL

The State of South Carolina, DHEC, solicits proposals from organizations to provide outreach and education services to FBO's throughout SC.

Applicants applying to DHEC for Opioid Crisis Grant and Overdose Data to Action Grant funding must be based in SC and the applicant selected must make services available to FBOs in at least 40 of SC's 46 counties, including the top five counties where the most opioids are dispensed (Union, Darlington, Colleton, Cherokee, and Laurens) according to DHEC's 2018 report, Opioid Prescriptions in South Carolina (www.scdhec.gov/sites/default/files/media/document/Opioid_Prescription_in_South_Carolina_Oct-2018.pdf).

Each applicant may directly provide services or enter into contractual agreements with other acceptable entities for the provision of services with DHEC's written consent. Such acceptable entities would include any entity that provides services for FBOs in South Carolina. The applicant shall ensure entities receiving opioid grant dollars for the provision of Opioid Crisis Grant and Overdose Data to Action Grant services will adhere to all contractual requirements as stated in this Grant Agreement.

\$50,000 of the awarded amount must be expended no later than November 30, 2019.

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 providing services to Faith-Based Organizations (FBO) as outlined in the attached Scope of Services and have the documented infrastructure capacity to operate on a cost reimbursement basis. The applicant must be based in SC and provide services to FBOs in at least 40 of SC's 46 counties. The applicant should also be able to offer Mental Health First Aid training (www.mentalhealthfirstaid.org/).

All timely submitted applications from eligible applicants will be considered.

II. SCOPE OF WORK

A. REQUIRED ACTIVITIES

The applicant awarded under this grant application shall:

1. Develop an outreach and education plan.
2. Promote coordination and integration of opioid related community resources and services and address the needs of applicable FBOs

3. Provide Mental Health First Aid program (www.mentalhealthfirstaid.org/) training to FBO members and/or community members

B. GRANT REQUIREMENTS

1. The applicant must allow DHEC on-site for site visits and/or audits and make records available for financial, programmatic, quality management and other grant-related visits.
2. 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 and/or audited:
 - a. Financial Management: Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. Records must identify the source and application of funds and must be supported by invoices and other source documentation.
 - b. Program Progress: Review progress in meeting deliverables.

C. FUNDING RELATED GRANT REQUIREMENTS

1. \$50,000 of the awarded amount must be expended no later than November 30, 2019.
2. Annual submission of a budget, budget narrative and outreach and education plan are required at least four weeks prior to the start of the new funding cycle. (see **Attachment #2** for budget template)
3. No funds may be provided to the FBOs.

Please note: Opioid Crisis Grant and Overdose Data to Action Grant funds may not be used for the following.

- Research
- Purchase of naloxone
- Purchase of syringes
- Drug disposal programs (drop-boxes, bags or other devices, and/or take-back events) are not permissible under this funding opportunity
- Clinical care (except as allowed by law)
- Publicity and propaganda (lobbying)

Please see the following link for further guidance regarding allowable expenditures:

www.cdc.gov/cpr/readiness/00_docs/TP18-1802OpioidSupplementalGuidance-508.pdf

D. GRANT REPORTING REQUIREMENTS

The successful applicant will provide programmatic and financial reports as required by the Division of Injury and Substance Abuse Prevention. These requirements are:

1. Monthly Report due by the 15th of the following month: Detail the names, addresses, and contact information for FBOs where opioid-related education and outreach information and programs were conducted. This report should also include the number of individuals reached per organization, the number of people trained in the Mental Health First Aid program (www.mentalhealthfirstaid.org/) and any other opioid-related outreach activity.

E. GRANT BUDGET

The grant project period is from the effective date of the Grant Agreement through August 31, 2022. The total dollar amount available will be dependent on federal funds made available. The grant will be awarded by September 18, 2019. Determination of award will be based on the merits of the proposed projects as put forth in the grant applications.

If awarded, the applicant will submit a projected budget to DHEC for approval four weeks before the beginning of each funding cycle, which is as follows:

Funding Cycle 1: Effective date of the Grant Agreement through November 30, 2019 (**\$50,000 must be budgeted and expended by November 30, 2019**)

Funding Cycle 2: September 1, 2019 – August 31, 2020

Funding Cycle 3: September 1, 2020 – August 31, 2021

Funding Cycle 4: September 1, 2021 – August 31, 2022

If throughout the course of a funding cycle the grantee believes a budget revision is necessary, the applicant must make a written request to DHEC for approval of the revision.

III. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA

To be considered for award all proposals must include, at minimum, responses to the information requested in this section. Scoring points associated with each section are noted in parentheses.

Entities applying should restate each of the items listed below and provide their response immediately thereafter.

ALL INFORMATION SHOULD BE PRESENTED IN THE LISTED ORDER:

TABLE OF CONTENTS – Provide a **one-page** table of contents document that includes all the items listed below.

1. Program Description
2. Organizational History, Experience and Qualifications
3. Community Collaborations
4. Reporting and Evaluation
5. Budget Narrative*

*A program budget narrative and budget form (**Attachment #2**) must be submitted but will not be part of the scoring criteria for receipt of funding.

A. PROGRAM DESCRIPTION (40 POINTS TOTAL)

1. List and describe the planned Opioid Crisis Grant and Overdose Data to Action Grant initiatives to be implemented by your organization and how many people will be reached and/or impacted by each service.
2. Describe the staffing needed to provide the services in your outreach and education plan.
3. Describe how you propose to reach FBOs in at least 40 counties, including the top five counties where opioids are dispensed (Union, Darlington, Colleton, Cherokee, and Laurens).
4. Describe how you will provide Mental Health First Aid program (www.mentalhealthfirstaid.org/) training to FBO members and/or community members.

B. ORGANIZATIONAL HISTORY, EXPERIENCE AND QUALIFICATIONS (30 POINTS TOTAL)

The applicant must demonstrate the proven ability to accomplish the tasks set forth in the Scope of Work.

1. Describe the record of service, including years of service, to FBOs within the communities/counties to be served.
2. Demonstrate the ability to begin provision of services within thirty (30) days of grant execution.
3. The applicant must describe how the composition of the Board of Directors (or other governing body) and the composition of the key agency staff reflect the target population.
4. If applicable, include a list of Board members including phone numbers and email addresses.
5. The applicant must describe the experience the organization has in record keeping of when and how services are provided, evaluating services and marketing services to the target population. Provide a description of the organization's ability to complete monthly, quarterly, fiscal and programmatic progress reports.
6. Describe how the applicant will track program expenditures.
7. Include resumes of key personnel assigned to manage the program and what they do for the organization.
8. Submit a Certificate of Existence, also known as a Certificate of Good Standing, from the Secretary of State. This certificate states that an entity is in good standing with the Secretary of State's Office, and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
9. List any lawsuits that have been filed against the applicant for all services related to the services that will be provided under this grant. Include the status and a background on the claim.

C. COMMUNITY COLLABORATIONS (20 POINTS TOTAL)

1. List any agencies, community-based organizations, or FBOs with which your agency will collaborate. For each organization, define role in the region/area and record of service to members of the faith community.
2. Describe how your organization will collaborate with FBOs within the areas to be served. Include how you will coordinate service delivery to ensure proper and timely access to services and to ensure no duplications of delivery occur within the service areas.

D. REPORTING AND EVALUATION (10 POINTS TOTAL)

1. Describe the system your agency will use to collect demographic, service provided data, and qualitative data; and to evaluate its success in responding to the identified needs and providing cost-effective services.

E. APPLICATION SUBMISSION

Applicant shall submit a signed Cover Page and Application addressing all of the above noted points. Application must include one (1) original and three (3) copies of:

- a. Signed Cover Letter
- b. Table of Contents
- c. Program Description
- d. Organizational History, Experience and Qualifications
- e. Community Collaborations
- f. Reporting and Evaluation
- g. Budget Narrative and Budget Form (Attachment #2)
- h. Education and Outreach Plan

Attachment 1

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 Chronic Disease and Injury Prevention (DHEC) and Name of Grantee (Grantee), is to provide outreach and education services to Faith Based Organizations (FBOs) throughout South Carolina and as outlined in DHEC's Agency Funding Opportunity Number FY2020-RFGA-CY-910 Request for Grant Applications (Addendum).

The parties to this grant agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide Opioid education and outreach activities for FBOs in accordance with all requirements stated herein 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.

Grantee shall increase capacity of FBO members to respond to opioid crisis with:

Services:

1. Develop an outreach and education plan.
2. Promote coordination and integration of opioid related community resources and services and address the needs of applicable FBOs
3. Provide Mental Health First Aid program (www.mentalhealthfirstaid.org/) training to FBO members and/or community members

Reporting:

1. Grantee shall provide monthly reimbursement invoices to the Division of Injury and Substance Abuse Prevention's Contract Manager.

B. TERM OF GRANT AGREEMENT:

This Grant Agreement shall be effective **when the last party has signed** and shall terminate **August 31, 2020**. 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 the state 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 August 31, 2022. Only work done in accordance with the effective dates of the Grant Agreement will be compensated.

C. COMPENSATION:

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

a. **Up to \$100,000 through August 31, 2022 as follows;**

b. Funding Cycle 1: \$50,000. Effective date of the Grant Agreement through November 30, 2019

c. Funding Cycle 2: September 1, 2019 – August 31, 2020

d. Funding Cycle 3: September 1, 2020 – August 31, 2021

e. Funding Cycle 4: September 1, 2021 – August 31, 2022

No funds from Funding Cycle 1 may be carried forward.

2. In no event will the total amount to be paid under this Grant Agreement exceed **\$100,000** from the effective date of the Grant Agreement through **August 31, 2022**.

DHEC's financial obligations to the Grantee are limited by the amount of Federal funding awarded in Section C.1.-2.

3. 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 Contract and will be included within the maximum amount of the Contract.

(Reference: <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>)

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 <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

c. Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for contractual 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.

4. Source of Funds: **Funding source is federal, and the determination has been made that the Grantee is not a subrecipient.**
 - a. CFDA number (from the grant award notice) and the CFDA title verbatim: 93.354, Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response and 93.136, Overdose Data to Action
 - b. Grant award notice title verbatim from the grant award: SCDHEC's Public Health Crisis Responsive Grant, SCDHEC's Overdose Data to Action Grant
 - c. Grant award notice number from the grant award: 6 NU90TP921992-01-02, 1 NU17CE925021-01-00
 - d. Federal grantor (awarding) agency name: Department of Health and Human Services, centers for Disease Control and Prevention
 - e. Grant period of performance start and end date: Effective date of Grant Agreement to August 31, 2022.
 - f. Whether the award is for Research and Development: No
 - g. Grant amount, if applicable: \$100,000
 - 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

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

D. METHOD OF PAYMENT:

The Grantee shall submit a monthly request for payment for services rendered as outlined in the Scope of Services, Section A, 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, the period covered, an itemized listing of expenses incurred with categorical break-out sub-totals 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 contract period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. The final invoice for reimbursement must be received no later than December 15th of the contract year. Requests for payment can be emailed to QUADinvoices@dhec.sc.gov or mailed to Ian

E. REPORTING REQUIREMENTS:

- a. Grantee will provide DHEC with a Monthly report outlining the names and locations of churches in the state for which opioid-related information in church bulletins were placed. This report should also include the number of individuals reached per church as a result of the bulletin placement.
- b. Grantee will also provide in the monthly report any activities undertaken or information provided in that month to mobilize existing faith-based organizations to advocate for opioid-related issues within their respective congregations and communities.
- c. 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.

2. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this Grant Agreement without DHEC's prior written approval.

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 termination, cancellation, or expiration of the Grant Agreement, 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.

6. TERMINATION:

- a. Either party may terminate this Grant Agreement by providing thirty (30) calendar days written notice of termination to the other party.
- b. 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.
- c. 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, hold harmless, 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 Grant 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 11-35-10 *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, telephone, fax, email]

DHEC:

Ian C. Hamilton. MSW
Program Coordinator
Division of Injury and Violence Prevention
SCDHEC
2100 Bull Street
Columbia, SC 29201
Phone: (803) 898-3774
Email: hamiltic@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) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar 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 contracts/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 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/ENTIRE AGREEMENT:** Attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement. This Grant Agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Grant Agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Grant Agreement take priority over any conflicting or inconsistent terms of any of other document, invoice, or communication between the parties.
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. §3729-3733, 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 Grantee.
- (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 has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.
- (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit.

27. COPYRIGHT/PATENT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Contract shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

28. COMPLIANCE REPORTS: Grantees who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures to the proper program area of DHEC. The Grantee is subject to site visits from DHEC to monitor compliance.

29. 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 Contract or required by law (as determined by a court or other governmental body with authority):
 - (i) access, view, use, or disclose confidential information without written authorization from DHEC;
 - (ii) 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
 - (iii) 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 contract, 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. Contractor must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Contract and applicable law. If Contractor 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), Contractor 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 803-898-4869; 1-888-843-3718, compliance@dhec.sc.gov, and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Contract. 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 Contract.

30. REVISIONS OF LAW: The provisions of the Grant Agreement are subject to revision of State or federal statutes and regulations and requirements governing the Public Health Crisis Response/Opioid Crisis Grant and Overdose Data-to-Action Grant.
31. COMPLETION OF SERVICES: Any funds paid by DHEC and not used for completion of services in accordance with this Grant Agreement shall be returned to DHEC.
32. REGULATIONS: The provisions of the Grant Agreement are subject to revision of State or federal regulations and requirements governing the Grant Agreement specified under the Compensation Section.
33. 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 Contractor 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 and expert witness 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.
34. NO ENDORSEMENT: Nothing in this agreement may be interpreted to imply that the State of South Carolina or DHEC endorses any product, service, or policy of Grantee. Grantee will not take any action or make any statement, or request DHEC take any action or make any statement, that suggests or implies such an endorsement.
35. CONFLICT OF INTEREST
Grantee’s execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee. Grantee must disclose in writing to DHEC any potential conflicts of interest whether existing at the time of or arising after execution of this Agreement. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ

any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Grantee's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Grantee may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Grantee's officers, employees, or agents.

If Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization

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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: _____
Virginie Daguise, PhD
Director
Bureau of Chronic Disease and Injury
Prevention

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 2
Budget Template

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Budget Template
DHEC Opioid Crisis Grant/OD2A
 Budget Report
 September 2019 - August 2020

Date: _____
 Grantee: _____
 Grantee Budget Staff: _____
 E-mail: _____

STRATEGY 9: Empowering Individuals to Make Safer Choices							
Expenditure Category	Budget Allocation	Contract execution date- Nov 30*	Dec 1 - Feb 28	Mar 1 - May 30	June 1 - Aug 31	Total Expenses to Date (Columns C+D+E+F)	Funds remaining (Column B - G)
Salaries	\$	\$	\$	\$	\$	\$	\$
Fringe	\$	\$	\$	\$	\$	\$	\$
Supplies / Materials	\$	\$	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$	\$	\$
Contractual	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$

Notes: Please provide a detailed description of each budget line item.

Please provide a detailed description of each budget line item.

Attachment 3

CDC Opioid Crisis Grant

<https://www.cdc.gov/cpr/readiness/funding-opioid.htm>

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ATTACHMENT 4 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:*

<p>Grant Program Manager: Ian C. Hamilton, MSW Program Coordinator Division of Injury and Violence Prevention SCDHEC 2100 Bull Street Columbia, SC 29201 Phone: (803) 898-3774 Email: hamiltic@dhec.sc.gov</p>	<p>Program Area Director: Virginie Daguise, Ph.D. Director Bureau of Chronic Disease and Injury Prevention SCDHEC 2100 Bull Street Columbia, SC 29201 Phone: (803) 898-0713 Fax: (803) 898-1255 Email: daguivsg@dhec.sc.gov</p>
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