

South Carolina Department of Health and Environmental Control
Housing Opportunities for Persons with AIDS Funding (HOPWA)
FACILITY-BASED HOUSING ASSISTANCE (FBHA)
2020 – 2021 Grant Year

REQUEST FOR GRANT APPLICATIONS

CFDA Number: 14.241

Posting Date: December 4, 2019

ATTENTION! IMPORTANT DETAIL!

Your application must be submitted in a sealed package. *(Original + 3 copies marked as “Copy”)*
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 January 27, 2020 by 2:30 PM EST
RFGA Number: FY2020-RFGA- HV-912	

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

Number of Copies to be Submitted: One (1) original and three (3) bound, hard copies marked as “Copy”

The South Carolina Department of Health and Environmental Control (DHEC) offers this Request for Grant Applications (RFGA) for the funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) “Housing Opportunities for Persons with AIDS” (HOPWA) Program under a grant disbursement program. Applications that support the activities, objectives, and goals of the HOPWA Program as required by HUD and the DHEC Public Health, STD/HIV/Viral Hepatitis Division will be considered. Funds may not be used for any other purpose. The use of these funds is subject to all federal and state requirements as outlined in the Scope of Work and any revisions to the requirements during the Subaward period. DHEC reserves the right to determine whether or not a proposal falls within the scope of services and is eligible under the stated guidelines. Applications are accepted only during the RFGA period and will be evaluated by DHEC evaluators based on the award criteria stated in the solicitation.

It is the intent of the State of South Carolina DHEC to accept grant applications to fund Facility-Based Housing Assistance (FBHA) – to a single Project Sponsor – for costs to operate a supportive housing facility serving low-income persons with HIV disease in South Carolina. The Project Sponsor shall use federal HOPWA funds administered by DHEC, to provide services to eligible persons in accordance with the requirements of applicable HUD regulations (24 CFR part 574 – *Attachment 1*) and in the same or substantially similar manner as detailed in DHEC’s Action Plan submitted to HUD through the South Carolina Department of Commerce (*Attachment 2*).

The anticipated annual amount of award in each service area, based on the anticipated available grant year funding, is as follows: \$190,000

ESTIMATE ONLY: FUNDING FOR PROJECT SPONSORS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.

The HOPWA Subaward will be awarded for up to a five (5) year project period, with annual renewals, dependent on performance, availability of funds, and service priorities.

ELIGIBILITY

Organizations must be able to demonstrate continuous provision of quality facility-based housing services to HOPWA-eligible persons living with HIV (PLWH) as outlined in the attached Scope of Work over the past three (3) years. A Project Sponsor previously terminated for non-compliance by DHEC must wait three (3) years before an application will be considered for funding from DHEC. The Project Sponsor selected must be located in South Carolina. The Project Sponsor must make services available within 30 days of the start of the Subaward. Additionally, the applicant must have the capacity to operate on a cost reimbursement basis without prompt reimbursement (as reimbursement typically occurs 30 to 60 days after invoicing).

Certificate of Existence: Eligible organizations must also submit a Certificate of Existence, also known as a Certificate of Good Standing, from the SC Secretary of State. This certificate states that an entity is in good standing with the SC Secretary's Office, and has, to the best of the SC Secretary of State's knowledge, filed all required tax returns with the SC Department of Revenue. The Certificate can be requested at:
<https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>.

Risk Assessment: Every application must include a submission of a completed DHEC Pre-Award Risk Assessment. Applications received without the completed Pre-Award Risk Assessment will be rejected and not reviewed. DHEC Bureau of Financial Management staff will review the Pre-Award Risk Assessment and provide results to the review panel evaluators to be included in the award decision. (*Attachment 6*)

Cooperation and Coordination with Local Governments: Every application must be accompanied by a Letter of Support from the jurisdiction in which the supportive housing facility will be located. The Letter should state the jurisdiction's support for the applicant to operate a HOPWA supportive housing facility within the jurisdiction [24 CFR 574.420(b)]. Applications received without a Letter of Support will be rejected and not reviewed by the review panel.

Budget for HIV/AIDS Proposals: Every application must be accompanied by a budget template, a budget narrative, and a statement that the project can be carried out for the budget requested. Budget templates are included in *Attachment 4*. Applications received without the completed, specified budget template and budget narrative will be rejected and not reviewed by the review panel.

HOW TO APPLY

See the Request for Grant Applications (RFGA) Section IV for additional details regarding information to be included with your submission. A cover letter should be included and signed by a person having authority to commit the applicant to a Subaward. Eligible applicants must submit the required documents to either the mailing address or physical address listed above.

Deadline: The deadline for all applications is **January 27, 2020** by 2:30 P.M. EST.

Questions & Answers: Questions will be accepted until 5:00 P.M. EST, December 11, 2019. All questions must be submitted in writing to Leigh Oden at odenl@dhec.sc.gov. Responses will be posted by December 18, 2019 at 5:00 PM EST.

Available Funding Date: Contingent upon available funds, anticipated to be awarded by HUD no later than **April 1, 2020**.

Final selection of the successful applicant will be made, and a notification released on or before **February 28, 2020**. The final Subaward will be executed to be effective when signed by the Project Sponsor and DHEC. **April 1, 2020** is the anticipated start work date.

A SubAward agreement, of which a draft copy is included in the RFGA (*Attachment 5*), must be signed by each applicant receiving an award.

You 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. You must keep your 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.

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 Agency 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.

Housing Opportunities for Persons with AIDS (HOPWA) Facility-Based Housing Assistance (FBHA) 2020 – 2021 Grant Year

REQUEST FOR GRANT APPLICATIONS (RFGA)

I. SCOPE OF PROPOSAL

The State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from organizations to serve as a “Project Sponsor” for funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) “Housing Opportunities for Persons with AIDS (HOPWA) Program. This grant will provide, to a single Project Sponsor, operating costs for a supportive housing facility (Facility-Based Housing Assistance) to support low-income persons with HIV disease living in South Carolina. Low-income is defined as households at or below 80% of Area Median Income (AMI).

II. SPECIFICATIONS

The Catalog of Federal Domestic Assistance program number for HOPWA is 14.241. The Project Sponsor shall use HOPWA Program funding administered by DHEC for the State of South Carolina to provide the Facility Based Housing Assistance (FBHA) services to eligible persons. Services must be in accordance with the requirements of applicable HUD regulations (24 CFR part 574 – Attachment 1). The Project Sponsor must provide services in the same or substantially similar manner as detailed in DHEC’s Action Plan submitted to HUD through the South Carolina Department of Commerce (Attachment 2) and follow the S.C. Service Provider HOPWA Guidelines (Attachment 3).

A. BACKGROUND

The Federal U.S. Department of Housing and Urban Development (HUD) “Housing Opportunities for Persons with AIDS” (HOPWA) Program funding for the State of South Carolina is administered by the SC Department of Health and Environmental Control (DHEC), Division of STD, HIV, and Viral Hepatitis. DHEC distributes the funds to regional Ryan White Care Providers and/or eligible non-profit organizations that assist people living with HIV (PLWH). The state HOPWA program serves all areas of South Carolina with the exception of the Columbia, Greenville and Charleston Eligible Metropolitan Areas (EMAs) which receive HOPWA funding directly from HUD; and Aiken, Chester, Lancaster, and York counties which are part of neighboring states’ EMAs.

B. PURPOSE

Federal funds available through this request for applications are to be used to provide the following: operating costs for a supportive housing facility for low-income persons with HIV disease who are homeless or who are at risk of becoming homeless. FBHA, supported with SC DHEC HOPWA funds, must be available to eligible persons living with HIV disease from *all* counties of South Carolina.

C. DISTRIBUTION

Through this request for applications, DHEC will make available FY 2020 funds to one (1) Project Sponsor. The initial program term is from April 1, 2020 through March 31, 2021. Any

continuation of funding after the initial program year is contingent upon federal funds availability and Project Sponsor performance. Grant award amounts are subject to change annually.

FUNDING FOR THE PROJECT SPONSOR IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.

D. **ELIGIBILITY**

Organizations must be able to demonstrate continuous provision of quality facility-based housing services to HOPWA-eligible persons living with HIV (PLWH) as outlined in the attached Scope of Work over the past three (3) years. A Project Sponsor previously terminated by DHEC must wait three (3) years before an application will be considered for funding from DHEC. The Project Sponsor selected must be located in South Carolina. The Project Sponsor must make services available within 30 days of the start of the SubAward Agreement. Additionally, the applicant must have the capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30 to 60 days after invoicing.

Certificate of Existence: Eligible organizations must also submit a Certificate of Existence, also known as a Certificate of Good Standing, from the SC Secretary of State. This certificate states that an entity is in good standing with the SC Secretary's Office, and has, to the best of the SC Secretary of State's knowledge, filed all required tax returns with the SC Department of Revenue. The Certificate can be requested via:

<https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>.

Cooperation and Coordination with Local Governments: Every application must be accompanied by a Letter of Support from the jurisdiction in which the supportive housing facility will be located. The Letter should state the jurisdiction's support for the applicant to operate a HOPWA supportive housing facility within the jurisdiction [24 CFR 574.420(b)]. Applications received without a Letter of Support will be rejected and not reviewed by the review panel.

Budget for HIV/AIDS Proposals: Every application must be accompanied by a budget template, a budget narrative, and a statement that the project can be carried out for the budget requested. Budget templates are included in *Attachment 4*. Applications received without the completed, specified budget template and budget narrative will be rejected and not reviewed by the review panel.

Risk Assessment: As laid out in the Code of Federal Regulations 2 CFR 200.331 (b), SC DHEC, as the passthrough entity of federal grant awards, is responsible for monitoring Project Sponsors for compliance with all requirements of the award and applicable federal, state, county and municipals laws, ordinances, rules, and regulations.

Pre-Award Risk Assessment - DHEC has adopted a best practice approach of performing pre-award risk assessments before applicants receive Federal subawards. This best practice is consistent with 2 CFR 205. The Fiscal Pre-Award Risk Assessment (see *Attachment 6*) is in the form of a questionnaire must be completed by all applicants/potential Project Sponsors. A completed Fiscal Pre-Award Risk Assessment must be included with the application and will be reviewed by DHEC's Bureau of Financial Management and provided to the review panel members prior to making funding recommendations to the program.

Post-Award Monitoring - The post-award monitoring frequency will be determined by the identification of risk factors which indicate a need for increased monitoring. Actual Project Sponsor performance will be monitored on a continuous basis. In addition, a risk assessment survey like the one used in the RFGA process, will be mailed to each subrecipient on an annual basis.

Methods for evaluating risk and ensuring compliance may include but are not limited to:

- (1) Risk assessment surveys,
- (2) Limited Desk Review and monthly review of invoice documentation,
- (3) Review of actions taken by Project Sponsors to ensure obligations of subawards are being met,
- (4) Interviews with Project Sponsors, their clients and program staff,
- (5) Review of financial stability (financial statements),
- (6) Assessment of quality of management systems and the ability to meet the management standards prescribed in 2 CFR 200,
- (7) Review of the Project Sponsor's prior performance in managing Federal awards,
- (8) Review of audit findings

Applications from all eligible organizations will be considered.

III. SCOPE OF WORK

A. REQUIRED ACTIVITIES

HOPWA Project Sponsors awarded under this application shall:

1. Apply awarded HOPWA funding to operating expenses associated with managing a supportive housing facility for low-income persons with HIV disease.
2. Operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR Part 574 – Attachment 1). Provide services in the same or substantially similar manner as detailed in DHEC's Action Plan submitted to HUD through the South Carolina Department of Commerce (Attachment 2) and follow the S.C. Service Provider HOPWA Guidelines (Attachment 3).
3. Screen all clients for eligibility into the HOPWA FBHA Program. Ensure that case managers who are employed by the Project Sponsor are responsible for determining a participant's eligibility for HOPWA-funded services (as defined in 24 CFR Part 574.3). Low-income persons (at or below eighty percent (80%) of area median income) that are medically diagnosed with HIV/AIDS and have a need for emergency housing assistance for a short period of time and their families are eligible to receive HOPWA-funded assistance.
4. Provide facility-based housing participants with appropriate case management supportive services, either through HOPWA or other funds.
5. Ensure that case managers develop and implement a coordinated plan of care, an Individualized Action Plan with a housing element, and attempt to secure permanent housing for clients. This includes assisting clients, as applicable, in applying for disability, public housing assistance such as Section 8 subsidies, the DHEC-sponsored, statewide Tenant Based Rental Assistance program, and housing at community residential care facilities and/or long-term care facilities.

6. Ensure that no fees except rent are charged to eligible clients for activities carried under this Subaward.

B. SUBAWARD REQUIREMENTS

HOPWA Project Sponsors awarded under this grant application shall:

1. Consult with the DHEC STD/HIV Program in developing programs/services and policies in order to assure compliance with HUD regulations.
2. Use *Provide Enterprise* for tracking and reporting program services. DHEC will provide the required *Provide Enterprise* licenses for HOPWA-funded staff.
3. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Financial Management Online Training by at least one (1) of its employees. The certificate of completion must be maintained on site and must be updated at least every three (3) years.
<https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-management-online-training/>
4. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the Getting to Work curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years.
<https://www.hudexchange.info/trainings/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>
5. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Oversight training curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years.
<https://www.hudexchange.info/trainings/hopwa-oversight-training/>
6. Have a grievance policy for the HOPWA Program. The grievance policy must be in writing and shared with HOPWA clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to denial of services or a complaint about services received which is unresolved at the Project Sponsor level may be reported by the client to DHEC's Division of STD, HIV, and Viral Hepatitis by calling 800-856-9954 between the hours of 8:30AM-5:00PM Monday through Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain confidential, unless the client specifically requests that DHEC follow-up with the Project Sponsor, and, there shall be no reprisal towards the client when grievances are made.
7. Develop an agency HOPWA Service Standard. The standard should include at a minimum HOPWA eligibility, household member definition, process for approval/denial of services, service provision process, participant housing needs assessment, and year-end process (continuation/termination of enrollment in HOPWA). The standard should function to ensure that all clients at the agency are offered the same fundamental components of a service and establish the minimum level of service of care that the HOPWA provider offers.
8. Permit and cooperate with any State or Federal investigations undertaken regarding programs conducted under HOPWA.

9. Document time and effort of staff funded with HOPWA funds demonstrating fiscal stewardship of HOPWA funds in accordance with 2 CFR 200.430.
10. If the Project Sponsor desires to enter into contractual agreements with other entities for the provision of services, the Project Sponsor must first gain written prior approval from DHEC's STD/HIV/Viral Hepatitis Division. The contractual agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent SubAward Agreement with DHEC. The Project Sponsor is responsible for providing contractual oversight and monitoring to ensure entities receiving HOPWA Program funds are in compliance with all HUD, State of South Carolina, DHEC contractual and reporting requirements as stated in this RFGA and the SubAward Agreement with DHEC. If approved, DHEC will establish a monitoring profile in IDIS, as needed.
11. Participate in quality initiatives adopted by DHEC for services funded by HOPWA or derived from the HOPWA Program.
12. The provisions of the Subaward are contingent upon any possible revision of State or Federal regulations and requirements governing CFDA No. 14.241, Department of Housing and Urban Development, Grant Title "Housing Opportunities for Persons with AIDS (HOPWA) Program," effective April 1, 2020 to March 31, 2021, and each year thereafter to March 31, 2025 contingent upon final grant award for each year.

C. SUBAWARD REPORTING & MONITORING REQUIREMENTS

The Project Sponsor shall ensure compliance with HUD reporting and monitoring requirements and provide programmatic, demographic, and financial reports and information as requested by the STD, HIV, and Viral Hepatitis Division. The Project Sponsor shall submit required reports in line with the DHEC-established timeline and by using DHEC reporting formats. These requirements are:

1. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER): A CAPER is required annually for the grant year April 1st through March 31st. Reports are due to DHEC by April 30th of each year. Reporting forms are provided by DHEC.

The report includes demographic information for individuals and families assisted with HOPWA funds, actions taken to further fair housing, administrative costs charged to the program, and costs to operate FBHA, including staffing costs. Additionally, the report includes the annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness, and improving access to healthcare and other support.

Review ALL Quality Assurance Reports and resolve errors prior to sending reports to DHEC. For reports submitted to DHEC, indicating services to ineligible clients, DHEC will require proof of eligibility prior to resubmission of HOPWA reports.

2. QUARTERLY FINANCIAL REPORTS: Quarterly Financial Reports identifying the amount of funds received and the amount expended for each category of services provided are required to be submitted to DHEC quarterly. Quarterly Financial Reports on the required templates are due 15 days after the end of each quarter.
3. MID-YEAR PROGRAMMATIC REPORT: A Mid-Year Programmatic Report showing progress in meeting the program goals and objectives – including numbers of clients served with

FBHA and supportive services provided to those clients – must be submitted to DHEC after the end of the first six (6) months of the grant period, upon request by DHEC.

4. The Project Sponsor must agree to make available to DHEC and HUD for inspection all financial records to ensure proper accounting and dispersing of HOPWA funds. These records may be monitored on an ongoing basis by DHEC and are subject to review by HUD.
5. The Project Sponsor must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 - a. **FINANCIAL MANAGEMENT:** Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices and other source documentation.
 - b. **PROGRAM PROGRESS:** Program reports will be reviewed to monitor the Project Sponsor's progress in expending funds to provide FBHA and other supportive services to residents.
6. Retain all records with respect to all matters covered by this agreement in accordance with Subaward Term and Conditions.
7. Allow HUD and DHEC on-site for site visits and make records available upon request for financial, programmatic, and other topics, as required for monitoring purposes. Submit documentation of follow-up on all Corrective Actions, as indicated, until resolved.
8. DHEC will monitor the following areas:
 - a. **Beneficiaries:** Review client files to determine whether clients are low-income persons with HIV disease have a documented financial emergency. The review will include policies and procedures regarding intake of program participants; assessing/reassessing their needs; the extent to which the program helps clients live more independently; and documentation of resident length of stay, turnover, and reasons for leaving.
 - b. Conduct an assessment of the housing assistance and supportive services required for participants in the program. Review the provision of supportive services to participants and ensure that case management is offered to each participant. Ensure that each participant has a current Case Management Individualized Action Plan. The Project Sponsor must also comply with HUD reporting requirements as listed in the Annual Performance Report.

D. FUNDING –RELATED SUBAWARD REQUIREMENTS

HOPWA Project Sponsors awarded under this grant application shall:

1. Submit an annual comprehensive budget using the template found in Attachment 4 and a budget narrative reflecting all program costs to the DHEC Division of STD, HIV, and Viral Hepatitis at the beginning of the grant year. The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and

administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds.

2. Make a written request to DHEC for a budget revision if, throughout the course of a grant year, a budget line item exceeds twenty-five percent (25%) of the amount allocated. The budget revision will not be allowed until the Project Sponsor receives written approval from DHEC.
3. Limit administrative charges to the grant to seven percent (7%) of the amount expended. The HOPWA regulation at 24 C.F.R. § 574.3 defines administrative costs as “costs for general management, oversight, coordination, evaluation and reporting on eligible activities.” Administrative costs do not include the costs of staff necessary to assess clients and provide housing assistance.
4. Not use funds to make cash payments to intended recipients of services.
5. Have and maintain financial mechanisms for adequate and accurate monthly reporting, reconciliation and tracking of program expenditures for HOPWA funds and program income, if applicable.
6. Upon request, submit de-identified client-level data with monthly invoice.
7. Program Income earned as a direct result of activities funded under this HOPWA award must be used by the Grantee for the purposes and under the conditions of the HOPWA Program in accordance with the addition method as provided in 2 CFR 200.307(e)(2). Program Income must be held in a separate account and tracked separately. The Grantee must have financial mechanisms in place to collect and report Program Income earned and expended.

IV. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA

Applicants should submit the following information for the purpose of evaluation and award determination. To be considered for award, the application must include, at minimum, responses to the information requested in this section. Scoring points associated with each section are noted in parentheses. Applicants should restate each of the items listed below and provide their response immediately thereafter.

The applicant is to submit ONE (1) original and THREE (3) bound, hard copies.

All information should be presented in the listed order:

COVER LETTER: Submit a cover letter, which includes:

1. A statement that the applicant is willing to perform the services and comply with all requirements set out in the Request for Grant Application and sample Subaward, if awarded;
2. A statement that the project(s) can be carried out for the budget requested;
3. A statement indicating whether the applicant intends to use subcontractors. If the applicant intends to use subcontractors, clearly provide the name(s) of the subcontractor(s), complete mailing address(es), and the scope of work the subcontractors shall perform. (**Note: The successful applicant must obtain written approval from the State prior to use of any subcontractors.**)

4. The cover letter must be signed by a person having authority to commit the applicant to a Subaward.
5. The name and email address of the person to which the notification of award should be sent.

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

- A. Eligibility Determination Documentation
- B. HOPWA FBHA Program Description
- C. Organizational History, Experience, Structure & Capacity
- D. Community Assessment
- E. Reporting & Evaluation
- F. HOPWA Program Budget & Budget Narrative

A. **ELIGIBILITY DETERMINATION DOCUMENTATION** (*Not Scored. However, all components must be submitted for the application to be reviewed and could impact award determination.*)

1. Provide a description of the applicant's established history (three (3) years within the past three (3) years) of providing quality, HOPWA-eligible FBHA to HOPWA-eligible PLWH as outlined in the Scope of Work.
2. Provide three (3) years of data reports as documentation of three (3) years established history of providing quality, HOPWA-eligible FBHA.
 - a. *Applicants who have previously received HOPWA funding:* Submit the applicant's Consolidated Annual Performance and Evaluation Report (CAPER) for the most recent three (3) years.
 - b. *Applicants who have not previously received HOPWA funding:* Provide at least three (3) annual data reports from the last three (3) years indicating the applicant has provided HOPWA-eligible FBHA.
3. *Applicants who are not currently DHEC HOPWA-funded:* Provide at least one (1) site visit report or technical review from a funding source grantor describing quality service delivery and other successes in providing HOPWA-eligible FBHA to HOPWA-eligible clients as described in this Request for Grant Application. The document must be dated within the past three (3) calendar years. **(Note: Applicants currently receiving DHEC HOPWA funding need not submit a site visit report. To satisfy this requirement, reviewers will examine the applicant's most recent DHEC HOPWA site visit report on file at DHEC.)**
4. Provide a list of all office locations (physical address(es) and phone number(s)) where HOPWA FBHA will be provided to PLWH.
5. Provide a statement indicating that the applicant has the capacity to enter into a cost reimbursement Subaward without prompt reimbursement from DHEC.
6. Submit a budget template and budget narrative with the application.
7. Submit a Certificate of Existence, also known as a Certificate of Good Standing, from the SC Secretary of State. The certificate states that an entity is in good standing with the SC Secretary's office, and has, to the best of the SC Secretary of State's knowledge, filed all required tax returns

with the SC Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>.

8. Submit a completed Pre-Award Risk Assessment. (Although the risk assessment is not scored, the results of DHEC's assessment could impact the decision to award or the terms on which an award is made.)
9. *Applicants who have ever had a DHEC grant agreement/contract terminated for non-compliance:* Provide a description of the circumstances of the terminated grant agreement/contract including: the DHEC grant agreement/contract number, date of termination, reason for termination, and any changes within the applicant organization to ensure compliance with current and future grant agreements/contracts.
10. Submit a Letter of Support from the jurisdiction in which the supportive housing facility will be located. The Letter should state the jurisdiction's support for the applicant to operate a HOPWA supportive housing facility within the jurisdiction [24 CFR 574.420(b)].

B. HOPWA FBHA PROGRAM DESCRIPTION

(30 Points Total)

The applicant must clearly define the services they will provide and describe how they will be provided.

1. Summarize the proposed project, including goals, objectives, activities. Include the number of estimated clients to be served annually.
2. Describe the service delivery process for FBHA, including how the applicant plans to provide services and how the applicant will ensure proper and timely access to services.
3. Describe the staffing that will provide FBHA and administer the grant. Include position descriptions and biographical sketches (or resumes) of key staff providing services and administering the grant.
4. Describe the process the applicant will use to ensure and document that only HOPWA-eligible clients are served with HOPWA FBHA.
5. Describe how HOPWA services will be made available and accessible to all clients in the state-wide service area.

C. ORGANIZATIONAL HISTORY, EXPERIENCE, STRUCTURE, & CAPACITY *(30 Points Total)*

The applicant must demonstrate proven ability to accomplish the tasks set forth in the Scope of Work and experience in providing specified services to persons with HIV disease and their families.

1. Describe the applicant's history, experience and qualifications, providing evidence of the applicant's ability to accomplish the items set forth in the Scope of Work and adhere to state and federal programmatic requirements. The description should include: the applicant's record of service to special populations and subpopulations with HIV disease in the communities/county(ies) to be served; and a description of the services the applicant currently provides to PLWH along with the number of PLWH provided each service.

2. Describe the applicant's data security and confidentiality standards. Include the applicant's system for ensuring client confidentiality, including the applicant's method of communication with partners regarding confidential protected health information and the applicant's system for file and records maintenance.
3. Describe the applicant's current grievance policy for clients.
4. Describe existing collaborations and/or partnerships in which the applicant is involved that demonstrate the applicant's capacity to carry out the proposed activities. Include supporting documentation, such as one or two Letters of Support or Memorandums of Understanding to verify asserted collaborations.
5. Describe the financial mechanisms and processes for adequate and accurate monthly tracking, reporting, and reconciliation of HOPWA program expenditures and program income, if applicable.
6. Provide evidence of the applicant's ability to begin provision of HOPWA services within 30 days of grant execution.
7. *Applicants with 501(c)(3) status:* Provide a copy of the applicant's approved IRS designation letter, Articles of Incorporation, By-Laws, organizational chart, and current, elected Board of Directors (names and email addresses).
8. *Applicants that are public agencies:* Provide the applicant's organizational chart and the name and contact information of the elected public body to which the applicant is accountable.
9. List any lawsuits that have been filed against the applicant for any service related to services that will be provided under this HOPWA grant. Include the status and background of the claim.
10. Submit written procurement policy, conflict of interest policy and a whistleblowers policy.

D. COMMUNITY ASSESSMENT (20 Points Total)

The applicant must demonstrate knowledge of the service area including other HIV and housing services available and the population to be served.

1. Describe the need for facility based supportive housing in South Carolina.
2. List the agencies and community-based organizations with which the applicant will collaborate. For each organization, define its proposed scope of services, role in the region/area, and record of service to persons with HIV disease and families.
3. Identify the populations and subpopulations of individuals with HIV disease and their families to be served. The applicant shall consider demographic characteristics of reported AIDS cases and HIV infection, as well as other sources of information. South Carolina HIV/AIDS surveillance data is available on the web at <http://www.dhec.sc.gov/health/disease/sts/index.htm>

E. REPORTING & EVALUATION (20 Points Total)

The applicant must demonstrate the ability to meet state and federal reporting requirements.

1. The applicant must use the database software *Provide Enterprise* for service data collection and reporting.
2. Describe the process the applicant will use to collect demographic, services, and qualitative data to meet the state and federal reporting requirements listed in the Scope of Work.
3. Describe how the applicant will evaluate services to ensure service provision goals and objectives are met.

F. HOPWA FBHA PROGRAM BUDGET & BUDGET NARRATIVE (Not Scored. However, budget documents must be submitted for the application to be reviewed.)

Provide a HOPWA FBHA Program budget and budget narrative for the time period April 1, 2020 to March 31, 2021. The applicant must use the budget template included in *Attachment 4*. The budget narrative format can be of the organization's choosing but must include items by operating category, including planned expenditure details on: personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should contain a clear description of the use of funds.

A program budget and narrative must be submitted as part of the application but will not be scored. The budgets documents will be reviewed to ensure a clear and understandable explanation of all costs in the narrative budget justification and a demonstration of project costs.

APPLICATION SUBMISSION: Applicant shall submit a signed Cover Letter and Application addressing all of the above noted points. Application must include one (1) original and three (3) bound, hard copies of:

1. Signed Cover Letter (Not scored)
2. Eligibility Determination Documentation (Not scored)
3. HOPWA FBHA Program Description (30 Points)
4. Organizational History, Experience, Structure & Capacity (30 Points)
5. Community Assessment (20 Points)
6. Reporting & Evaluation (20 Points)
7. HOPWA FBHA Program Budget & Budget Narrative (Not scored)

Attachment 1

24 CFR Part 574: Housing Opportunities for Persons with AIDS

<https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:3.1.1.3.7>

Attachment 2

State of South Carolina Consolidated Plan for Housing & Community Development:

2016-2020 Consolidated Plan & 2016 Action Plan

South Carolina 2019 Annual Action Plan, April 1, 2019 – March 31, 2020

<https://www.cdbgsc.com/consolidated-plan/>

Attachment 3

S.C. Service Provider HOPWA Guidelines

https://scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/SC%20DHEC%20HOPWA%20Guidelines_081318.pdf

Attachment 4

S.C. HOPWA Budget Form

<https://www.scdhec.gov/health/infectious-diseases/hopwa-technical-assistance-service-providers>

Attachment 5

Draft SubAward Agreement

Attachment 5

D R A F T

**FEDERAL SUBAWARD
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND**

Insert Subrecipient's Full Legal Name (as specified on W-9/SCEIS) here

This Federal Subaward shall be between the South Carolina Department of Health and Environmental Control (DHEC also known as Passthrough Entity) and *Insert Subrecipient's Full Legal Name (as specified on W-9/SCEIS) here (also known as Subrecipient)*.

PURPOSE:

This Subaward by and between DHEC and the Subrecipient is for the purpose of disbursing funds in accordance with the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) program and the DHEC Health Services, STD/HIV Division, HOPWA Program as outlined in DHEC's HOPWA FY2020-RFGA-HV-912 Grant Year Request for Applications (RFGA).

A. SCOPE OF SERVICES:

The Subrecipient agrees to serve as the "Project Sponsor" for funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) program. These funds are awarded to provide Facility-Based Housing Assistance (FBHA) for costs to operate a supportive housing facility serving low-income persons with HIV disease in South Carolina.

The Subrecipient furthermore agrees to comply with all requirements in the Request for Grant Applications FY2019-RFGA-HV-912 (*Attachment 1*) and agrees to operate the program and carry out eligible activities pursuant to the AIDS Housing Opportunity Act and Regulations for the "Housing Opportunities for Persons With AIDS" program (24 CFR part 574), other applicable HUD regulations (including 24 CFR part 135 "Economic Opportunities for Low- and Very Low-Income Persons"), state and federal requirements and guidelines, the approved application, and the terms and conditions of this SubAward.

1. REQUIRED ACTIVITIES

HOPWA Project Sponsors awarded under this grant application shall:

- a. Apply awarded HOPWA funding to operating expenses associated with managing a supportive housing facility for low-income persons with HIV disease.
- b. Operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR Part 574 – *Attachment 1*). Provide services in the same or substantially similar manner as detailed in DHEC's Action Plan submitted to HUD through the South Carolina Department of Commerce (*Attachment 2*) and follow the S.C. Service Provider HOPWA Guidelines (*Attachment 3*).

- c. Screen all clients for eligibility into the HOPWA FBHA Program. Ensure that case managers who are employed by the Project Sponsor are responsible for determining a participant's eligibility for HOPWA-funded services (as defined in 24 CFR Part 574.3). Low-income persons (at or below eighty percent (80%) of area median income) that are medically diagnosed with HIV/AIDS and have a need for emergency housing assistance for a short period of time and their families are eligible to receive HOPWA-funded assistance.
- d. Provide facility-based housing participants with appropriate case management supportive services, either through HOPWA or other funds.
- e. Ensure that case managers develop and implement a coordinated plan of care, an Individualized Action Plan with a housing element, and attempt to secure permanent housing for clients. This includes assisting clients, as applicable, in applying for disability, public housing assistance such as Section 8 subsidies, the DHEC-sponsored, statewide Tenant Based Rental Assistance program, and housing at community residential care facilities and/or long-term care facilities.
- f. Ensure that no fees except rent are charged to eligible clients for activities carried under this Subaward.

2. GRANT REQUIREMENTS

HOPWA Project Sponsors awarded under this grant application shall:

- a. Consult with the DHEC STD/HIV Program in developing programs/services and policies in order to assure compliance with HUD regulations.
- b. Use *Provide Enterprise* for tracking and reporting program services. DHEC will provide the required *Provide Enterprise* licenses for HOPWA-funded staff.
- c. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Financial Management Online Training by at least one (1) of its employees. The certificate of completion must be maintained on site and must be updated at least every three (3) years. <https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-management-online-training/>
- d. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the Getting to Work curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years. <https://www.hudexchange.info/trainings/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>
- e. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Oversight training curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years. <https://www.hudexchange.info/trainings/hopwa-oversight-training/>
- f. Have a grievance policy for the HOPWA Program. The grievance policy must be in writing and shared with HOPWA clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to denial of services or a complaint about services received which is unresolved at the Project Sponsor level may be reported by the client to DHEC's Division of STD, HIV, and Viral Hepatitis by calling 800-856-9954 between the hours of 8:30AM-5:00PM Monday through Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain

confidential, unless the client specifically requests that DHEC follow-up with the Project Sponsor, and, there shall be no reprisal towards the client when grievances are made.

- g. Develop an agency HOPWA Service Standard. The standard should include at a minimum HOPWA eligibility, household member definition, process for approval/denial of services, service provision process, participant housing needs assessment, and year-end process (continuation/termination of enrollment in HOPWA). The standard should function to ensure that all clients at the agency are offered the same fundamental components of a service and establish the minimum level of service of care that the HOPWA provider offers.
- h. Permit and cooperate with any State or Federal investigations undertaken regarding programs conducted under HOPWA.
- i. Document time and effort of staff funded with HOPWA funds demonstrating fiscal stewardship of HOPWA funds in accordance with 2 CFR 200.430.
- j. If the Project Sponsor desires to enter into contractual agreements with other entities for the provision of services, the Project Sponsor must first gain written prior approval from DHEC's STD/HIV/Viral Hepatitis Division. The contractual agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent SubAward Agreement with DHEC. The Project Sponsor is responsible for providing contractual oversight and monitoring to ensure entities receiving HOPWA Program funds are in compliance with all HUD, State of South Carolina, and DHEC contractual and reporting requirements as stated in this RFGA and the SubAward Agreement with DHEC. If approved, DHEC will establish a monitoring profile in IDIS, as needed.
 - a. Participate in quality initiatives adopted by DHEC for services funded by HOPWA or derived from the HOPWA Program.
 - b. The provisions of the Subaward are contingent upon any possible revision of State or Federal regulations and requirements governing CFDA No. 14.241, Department of Housing and Urban Development, Grant Title "Housing Opportunities for Persons with AIDS (HOPWA) Program," effective April 1, 2020 to March 31, 2021, and each year thereafter to March 31, 2025 contingent upon final grant award for each year.

2. GRANT REPORTING & MONITORING REQUIREMENTS

The Project Sponsor shall ensure compliance with HUD reporting and monitoring requirements and provide programmatic, demographic, and financial reports and information as requested by the STD, HIV, and Viral Hepatitis Division. The Project Sponsor shall submit required reports in line with the DHEC-established timeline and by using DHEC reporting formats. These requirements are:

- a. **CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER):** A CAPER is required annually for the grant year April 1st through March 31st. Reports are due to DHEC by April 30th of each year. Reporting forms are provided by DHEC.

The report includes demographic information for individuals and families assisted with HOPWA funds, actions taken to further fair housing, administrative costs charged to the program, and costs to operate FBHA, including staffing costs. Additionally, the report includes the annual results of

program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness, and improving access to healthcare and other support.

Review ALL Quality Assurance Reports and resolve errors prior to sending reports to DHEC. For reports submitted to DHEC, indicating services to ineligible clients, DHEC will require proof of eligibility prior to resubmission of HOPWA reports.

- b. QUARTERLY FINANCIAL REPORTS: Quarterly Financial Reports identifying the amount of funds received and the amount expended for each category of services provided are required to be submitted to DHEC quarterly. Quarterly Financial Reports on the required templates are due 15 days after the end of each quarter.
- c. MID-YEAR PROGRAMMATIC REPORT: A Mid-Year Programmatic Report showing progress in meeting the program goals and objectives – including numbers of clients served with FFBHA and supportive services provided to those clients – must be submitted to DHEC after the end of the first six (6) months of the grant period, upon request by DHEC.
- d. The Project Sponsor must agree to make available to DHEC and HUD for inspection financial records to ensure proper accounting and dispersing of HOPWA funds. These records may be monitored on an ongoing basis by DHEC and are subject to review by HUD.
- e. The Project Sponsor must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 1. 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. They must identify the source and application of funds and must be supported by invoices and other source documentation.
 2. PROGRAM PROGRESS: Program reports will be reviewed to monitor the Project Sponsor's progress in expending funds to provide FBHA and other supportive services to residents.
- f. Retain all records with respect to all matters covered by this agreement in accordance with Subaward Term and Conditions.
- g. Allow HUD and DHEC on-site for site visits and make records available upon request for financial, programmatic, and other topics, as required for monitoring purposes. Submit documentation of follow-up on all Corrective Actions, as indicated, until resolved.
- h. DHEC will monitor the following areas:
 1. Beneficiaries: Review client files to determine whether clients are low-income persons with HIV disease have a documented financial emergency. The review will include policies and procedures regarding intake of program participants; assessing/reassessing their needs; the extent to which the program helps clients live more independently; and documentation of resident length of stay, turnover, and reasons for leaving.
 2. Conduct an assessment of the housing assistance and supportive services required for participants in the program. Review the provision of supportive services to participants and ensure that case

management is offered to each participant. Ensure that each participant has a current Case Management Individualized Action Plan. The Project Sponsor must also comply with HUD reporting requirements as listed in the Annual Performance Report.

3. FUNDING –RELATED GRANT REQUIREMENTS

HOPWA Project Sponsors awarded under this grant application shall:

- a. Submit an annual comprehensive budget using the template found in *Attachment 4* and a budget narrative reflecting all program costs to the DHEC Division of STD, HIV, and Viral Hepatitis at the beginning of the grant year. The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds.
- b. Make a written request to DHEC for a budget revision if, throughout the course of a grant year, a budget line item exceeds twenty-five percent (25%) of the amount allocated. The budget revision will not be allowed until the Project Sponsor receives written approval from DHEC.
- c. Limit administrative charges to the grant to seven percent (7%) of the amount expended. The HOPWA regulation at 24 C.F.R. § 574.3 defines administrative costs as "costs for general management, oversight, coordination, evaluation and reporting on eligible activities." Administrative costs do not include the costs of staff necessary to assess clients and provide housing assistance.
- d. Not use funds to make cash payments to intended recipients of services.
- e. Have and maintain financial mechanisms for adequate and accurate monthly reporting, reconciliation and tracking of program expenditures for HOPWA funds and program income, if applicable.
- f. Upon request, submit de-identified client-level data with monthly invoice.
- g. Program Income earned as a direct result of activities funded under this HOPWA award must be used by the Grantee for the purposes and under the conditions of the HOPWA Program in accordance with the addition method as provided in 2 CFR 200.307(e)(2). Program Income must be held in a separate account and tracked separately. The Grantee must have financial mechanisms in place to collect and report Program Income earned and expended.

B. SOURCE OF FUNDING and AMOUNT:

The Project Period for this SubAward is April 1, 2020 through March 31, 2023.

Source of Funds 1 (SOF1) "Housing Opportunities for People Living with AIDS":

\$_____ for the time period of **April 1, 2020, or when all parties have signed**, whichever is later, through **March 31, 2021**; and approximately \$_____ for each year thereafter contingent upon final grant award for each year.

Annual funding awards are contingent upon final annual grant awards for each time period and are subject to change annually.

No carryforward of funds will be allowed between years.

Attachment V - SOF1 contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

C. PERIOD OF PERFORMANCE:

This Subaward shall become effective on **April 1, 2020** or whenever all parties have signed, whichever is later and ends on **March 31, 2021**.

This Subaward is renewable for two (2) additional one-year periods. At the end of the initial term, and at the end of each renewal term, this Subaward shall automatically renew for a period of one year, unless Subrecipient receives notice that the state elects not to renew the Subaward at least thirty (30) days prior to the date of renewal. Regardless, this Subaward expires no later than the last date of the maximum Subaward period which is **March 31, 2023**. Only work done in accordance with the effective dates of the Subaward will be compensated.

D. COMPENSATION:

- 1. Budget:** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this subaward.
- 2. Indirect Costs:** HOPWA restricts administrative costs, which include indirect costs, to 7% of expenditures.
- 3. Prior Approvals:**

The Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$150,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.
No revisions over 25% per line item (either operating line item or service category line item) to the approved budget may be made without prior written approval from DHEC.
Out-of-state travel may be eligible for reimbursement only if approved in advance in writing.
Subrecipient shall not subaward any of the work or services covered by this subaward without DHEC's prior written approval.
- 4. Prohibited Items:** No Subaward funds may be used for the purchase of real property.
- 5. Travel:** Reimbursement of Subrecipient's travel expenses, including mileage and subsistence (meals), incurred in connection with the services under this Subaward will be limited to the standard rates for State employee travel in effect during the period of this Subaward and will be included within the maximum amount of the Subaward. The standard rates for mileage and subsistence can be found at <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change annually.

Reimbursement for room and board will be at the established federal Government Services Administration (GSA) rate or below for the area of travel. The standard GSA rates for hotels can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. All rates are subject to seasonal fluctuations and must be verified prior to making each reservation.

Subrecipient must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel may be eligible for reimbursement only if approved in advance in writing. 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.

DHEC can provide a letter to the Subrecipient stating that the Subrecipient is performing work on behalf of DHEC under **Subaward No.** _____ and the Subrecipient is eligible and authorized to receive government rates or discounts as provided to State employees. However, this letter does not guarantee that the hotel/motel will honor the government rate.

- E. **Method of Payment:** the Subrecipient shall submit a monthly request for payment (invoice) for services rendered as outlined in the Scope of Services and approved budget, as follows:

If the subaward contains multiple sources of funding, the invoice must identify the source of funding for which reimbursement is being requested. The invoice must include the name and address of the Subrecipient, the Subaward Number, a brief description of the Scope of Services, the time 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 being requested, and supporting detailed documentation for expenditures. Supporting detailed documentation includes but is not limited to paid receipts, canceled checks, travel logs, hotel/motel folios, journal entries, attendance rosters, performance reports, and payroll registers indicating date, hours and cost charged to the grant.

Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into this subaward. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Email requests for payment must be sent to RWHOPWAInvoices@dhec.sc.gov or RWHOPWAInvoices2@dhec.sc.gov

- F. **ACCESS TO RECORDS:** The Subrecipient must permit DHEC and auditors to have access to the subrecipient's records and financial statements in order to meet the requirements of the subaward. The Subrecipient must allow DHEC and auditors to attend activities and events paid for or sponsored from this subaward. The Subrecipient must allow DHEC to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this subaward.

- G. **CLOSEOUT OF SUBAWARD:** Subrecipient is responsible for implementing the necessary **administrative** actions to closeout the subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention
- perform audits

H. SUBRECIPIENT AUDIT REQUIREMENTS:

Subrecipients must submit a certification of total federal 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 is responsible initiating the process to implement the audit.

Entities which are audited as part of the State of South Carolina Statewide Single Audit are required to furnish the auditor's report on findings and the Subrecipient's corrective action plan. Subrecipient shall complete and submit the audit within the earlier of 30 days after receipt of the auditor's report(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
Finance Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201

Or, Email to: GrantsMgt@dhec.sc.gov

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 Subrecipient'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
Finance Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201

Or, Email to: GrantsMgt@dhec.sc.gov

For profit Subrecipients are exempt from the audit requirements set forth in 2 CFR §200.501 Audit Requirements. In all such cases DHEC requires submission of an audited financial statement. DHEC reserves the right to request pre-award audits and post-award audits in addition to monitoring during the agreement.

In all cases the Subrecipient is expected to promptly address audit findings through a corrective action plan. Failure to follow up or make corrective action can lead to a delay in payments, disallowed costs, suspension of the subaward, prohibition from future awards.

I. TERMS AND CONDITIONS:

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal

funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

1. **2ND TIER SUBAWARDS:** Subrecipient shall not subaward any of the work or services covered by this Subaward without DHEC's prior written approval.
2. **ASSIGNMENT:** Subrecipient cannot assign nor transfer the Subaward 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 Subrecipient is considered an assignment.
3. **REPORTING REQUIREMENTS:**
 - a. **ANNUAL RISK ASSESSMENT SURVEY:** On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.
 - b. **AUDIT VERIFICATION:** On an annual basis, Subrecipient will be required to complete and return a statement verifying subrecipient’s status as to the single audit requirement.
 - c. **AUDIT RESULTS:** If a single audit, program specific audit or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.
 - d. **COST ALLOCATION:** If the Subrecipient manages multiple funding sources, the Subrecipient’s cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.
 - e. **FFATA:** Funding for this subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this subaward is equal to or greater than \$25,000 at any time during this subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist.

If Subrecipient is required to complete the FFATA checklist DO NOT enter this information into the Federal Reporting database. DHEC maintains that responsibility.
 - f. **SAM (SYSTEM FOR AWARD MANAGEMENT):** On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the subaward.
4. **MINORITY BUSINESS:** Subrecipient must make positive efforts to use small and minority owned businesses and individuals.
5. **SUBCONTRACTORS:** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC’s prior written approval.
6. **AMENDMENTS:** The Subaward may only be amended by written agreement of all parties, which must be executed in the same manner as the Subaward.

7. **RECORD KEEPING, AUDITS, & INSPECTIONS:** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for six (6) years after the end of the Subaward 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. Subrecipient shall allow DHEC to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Subaward with no further obligation on the part of DHEC.

Subrecipient 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 Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

Subrecipient 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 Subrecipient'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.

8. **TERMINATION:**
- a. Either party may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the other party.
 - b. DHEC funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to DHEC to pay the charges or fund activities under this Subaward, it shall terminate without any further obligation by DHEC upon written notice to Subrecipient. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.
 - c. DHEC may terminate this Subaward for cause, default or negligence on the Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this subaward may result in a delay in payment, request for additional documentation, audit, termination of the subaward and prohibition of receiving additional awards from DHEC. DHEC may, at its option, allow Subrecipient a reasonable time to cure the default before termination.
9. **INSURANCE:** During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from the Subrecipient's activities under the Subaward and for which Subrecipient 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 Subaward, and general liability insurance. If coverage is claims-based, Subrecipient 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 Subaward. Subrecipient 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.

10. **DRUG FREE WORKPLACE:** By signing this Subaward, Subrecipient 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.
11. **STANDARD OF CARE:** Subrecipient will perform all services under this Subaward in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.
12. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY:** Any term or condition of this Subaward 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, Subaward, equitable indemnification, or any other theory or claim.
13. **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 Subaward. 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 Subaward.
14. **CHOICE OF LAW:** The Subaward, any dispute, claim, or controversy relating to the Subaward 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.
15. **DISPUTES:** All disputes, claims, or controversies relating to the Subaward 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 Subaward, Subrecipient consents to jurisdiction in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DHEC regarding the Subaward 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.
16. **DEBARMENT:** Subrecipient certifies that it has not been debarred suspended, proposed for debarment, or declared ineligible for the award of Subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that the Subrecipient knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Subaward for cause in addition to other remedies available.

17. **SERVICE OF PROCESS:** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as the Subrecipient'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.
18. **NOTICE:** All notices under this Subaward 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.

SUBRECIPIENT:

Name
Address
Telephone
Fax
Email

DHEC:

Leigh Oden, Program Administration Manager
SC DHEC – STD/HIV Division
Box 101106
Columbia, SC 29211
Telephone: (803) 898 - 0650
Fax: (803) 898 - 7683
Email: odenl@@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.

19. **COMPLIANCE WITH LAWS:** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
20. **THIRD PARTY BENEFICIARY:** This Subaward 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 Subaward as a third party beneficiary or otherwise.
21. **INSOLVENCY, BANKRUPTCY, DISSOLUTION:** (a) Notice. Subrecipient 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 subawards/Subawards against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DHEC upon Subrecipient'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.

22. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
23. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DHEC Subawards Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.
24. **PLACE OF SUBAWARDING:** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.
25. **ATTACHMENTS/ ENTIRE AGREEMENT:** attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this contract. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this contract and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this contract take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.
- Attachment I: FY2020-RFGA- HV-XXX
 - Attachment II: Budget Quarterly and Year End Financial Report, Budget Revision, and Invoice Templates (Required)
 - Attachment III: Budget Narrative Template (Sample Template)
 - Attachment IV: Subrecipient Certification of Compliance
 - Attachment V: SubAward Source of Funding
 - Attachment VI: FFATA Data Checklist

26. CONFLICT OF INTEREST:

Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict of interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DHEC in accordance with applicable federal awarding agency policy. Subrecipient 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 a Federal 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. Subrecipient's officers, employees, and agents of may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient 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 Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Subrecipient 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, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

27. **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 Subrecipient 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 subawards 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 Subawards Manager or Bureau of Business Management.

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

If Subrecipient or Subrecipient'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. Subrecipient is required to inform Subrecipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient'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 subawards or grants, or danger to public health or safety, in the predominant native language of the workforce.

28. **OTHER REPRESENTATIONS OF SUBRECIPIENT:** Subrecipient represents and warrants:
- a) Subrecipient has the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
 - b) Subrecipient's execution and performance of this Subaward do not violate or conflict with any other obligation of Subrecipient.
 - c) Subrecipient has no conflict of interest with its obligations under this Subaward.
 - d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - e) Subrecipient has not previously been found in breach or default of any government subaward, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward, except as disclosed in Exhibit _____.

- f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit _____.
- g) Subrecipient is a [specify entity type, e.g., corporation/limited liability company/other] duly organized, validly existing and in good standing under the laws of _____ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

29. LOBBYING:

- a. Subrecipients 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 Subaward 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 subaward, 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 subaward, 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 subaward, 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 subawards, subgrants, 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.

30. LIMITATIONS OF ASSISTANCE TO PRIMARILY RELIGIOUS ORGANIZATIONS:

Assistance may be provided by Subrecipients that are primarily religious organizations if the organization agrees to provide eligible activities in a manner that is free from religious influences and in accordance with the following principles:

- a. It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to persons on the basis of religion.
- b. It will not discriminate against any person applying for eligible activities on the basis of religion and will not limit housing or other eligible activities or give preference to persons on the basis of religion.
- c. It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in provision of eligible activities.

31. 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 Subaward 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.

- a. **FAIR HOUSING REQUIREMENTS:** The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063 and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.
- b. **DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP:** The prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146; the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation of 1973 (29 U.S.C 794) and implementing regulations at 24 CFR part 8; and applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government Subrecipients) and part 36 (public accommodations requirements for certain types of short-term housing assistance).
- c. **EMPLOYMENT OPPORTUNITIES:** The requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C 1701(u)) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects).
- d. **MINORITY AND WOMEN'S BUSINESS ENTERPRISES:** The requirements of Executive Orders 11625, 12432, and 12138 apply to grants under this part. Consistent with HUD's responsibilities under these Orders, the consortia and/or Subrecipient must make efforts to encourage the use of minority

and women's business enterprises in connection with funded activities.

- e. **AFFIRMATIVE OUTREACH:** The Subrecipient must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.
- f. **DISABILITY REQUIREMENTS:** The Subrecipient must not discriminate against persons with AIDS or related diseases based on an additional disability of such persons in violation of the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973. In addition, the Subrecipient must comply with the reasonable modification requirement of the Fair Housing Act, the reasonable accommodation requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the accessibility requirements of the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and implementing regulations. See 42 U.S.C. 3604(f) and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR part 8; and 28 CFR parts 35 and 36.

32. **PROVIDER-PATIENT RELATIONSHIP:** DHEC does not, by virtue of entering into or performing this Subaward, assume a provider-patient relationship with any person with whom DHEC does not otherwise have such a relationship. Persons receiving services from Subrecipient will be deemed Subrecipient's patients.

33. **SPECIAL SECURITY REQUIREMENTS:**

- a. Individuals served by Subrecipient are Subrecipient's clients, not DHEC clients, and therefore Subrecipient is responsible for creating and maintaining client records and for all matters pertaining to HIPAA and data security and confidentiality.
- b. Subrecipient must:
 - 1) Adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action*) (Atlanta, GA: U.S. DHHS, Centers for Disease Control and Prevention; 2011 (<http://www.cdc.gov/nchstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>) including any amendments;
 - 2) Submit annually a certification of compliance in the form attached (*Attachment IV*) assuring compliance with the standards; and
 - 3) Ensure that staff members and Subrecipients with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.
- c. DHEC may at any time review and audit all Subrecipient files and records for matters pertaining to the funded services, including Subrecipient's compliance with CDC's Data Security and Confidentiality Guidelines. Subrecipient must make medical records, files, or other documentation available to DHEC upon request.
- d. Subrecipient must manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Subrecipient must notify DHEC immediately

upon discovery of any breach. If the breach relates to CDC funded services, Subrecipient must also notify CDC within one (1) hour of the discovery.

34. CONFIDENTIALITY:

- a. Subrecipient 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 Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.
- b. Subrecipient will not, unless required to perform its responsibilities under this Subaward 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. Subrecipient will direct any request it receives for confidential information obtained through performance of services under this Subaward, 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 Subrecipient discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Subrecipient must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Subrecipient must ensure that its employees, agents, and subSubrecipients who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Subrecipient must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Subaward and applicable law. If Subrecipient 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), Subrecipient 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 Subrecipient and Subrecipient's employees, agents, and subSubrecipients to sign DHEC Form #321A, the DHEC Subrecipient Confidentiality Agreement, to protect information contained in a particular DHEC program area
- e. Subrecipient 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 Subaward. Subrecipient 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. Subrecipient's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Subaward.
 - g. Subrecipient must treat all information, documents, and electronically stored information received from or through DHEC or generated by Subrecipient or DHEC in connection with the performance of this Subaward as confidential information and must not disclose any such information or documents except as permitted by the Subaward, and except to the extent DHEC authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority).
35. **HIPAA TRAINING:** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Subaward, Subrecipient will ensure that, and its employees/agents are educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Subaward.
36. **INFORMATION SECURITY AWARENESS TRAINING:** Before any DHEC Information System access can be granted, Subrecipient must ensure that its employees and agents have been educated and trained regarding information security awareness pertaining to information and cyber security. Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Subaward.
37. **CERTIFICATION OF DESTRUCTION OF AGENCY DATA:** At the termination of this Subaward, Subrecipient will provide DHEC, in writing, certification that all DHEC data provided to the Subrecipient has been removed from all Subrecipient systems, backups, media and electronic storage mechanisms at all locations and/or under the control of the Subrecipient. This includes all original data files, copies made of the data files, derivatives or subsets of the data files and any manipulated data files.
38. **SURVIVAL OF OBLIGATIONS:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Subaward shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification – Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1].
39. **SURVIVAL:** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.
40. **RETURN OF FUNDS:** Subrecipient shall return to DHEC any funds paid by DHEC and not used for completion of services in accordance with this Subaward. If DHEC determines, through audit or

otherwise, that Subrecipient has misused funds, Subrecipient shall return those funds as directed by DHEC.

41. **LICENSE/ACCREDITATION:** Subrecipient represents and warrants that Subrecipient and Subrecipient's employees and/or agents who will perform services under this Subaward currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Subaward, and Subrecipient 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. Subrecipient and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Subaward. Subrecipient 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 Subrecipient or Subrecipient's employees or agents providing or performing services under this Subaward.
42. **PAYMENT PENALTY:** All services listed within this Subaward are to be completed. In the event that all services are not fully rendered as provided for in the Subaward, any monies that have been paid by DHEC under the Subaward must be refunded to DHEC along with a 12% penalty.
43. **REVISIONS OF LAW:** The provisions of the Subaward are subject to revision of State or federal statutes and regulations and requirements governing Housing Opportunities for Persons with AIDS, US Department of Housing and Urban Development (HUD), and DHEC.
44. **EQUIPMENT TITLE:** Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Subaward shall vest in DHEC upon acquisition. At the end of the Subaward, approved equipment, goods, software, or database whose acquisition cost is borne wholly or in part by the Subaward will vest with the Subrecipient for use in continued support of the effort of the work as outlined in the Subaward.
45. **THIRD PARTY BILLING:** The Subrecipient will bill the third-party source directly for reimbursement for such services. DHEC will be responsible for reimbursing the Subrecipient only that portion of charges not reimbursed by the third-party source.
46. **TOBACCO-FREE CAMPUS POLICY:** Tobacco-Free Campus Policy: Use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited in any facility or on any property owned or controlled by DHEC (including parking lots, parking garages, sidewalks, and breezeways).
47. **WORK ENVIRONMENT:** Harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Any act of harassment by employees, including sexual and discriminatory harassment, is prohibited and subjects the employee to disciplinary measures. All reports of harassment, either verbal or in writing, will be investigated in a timely manner. Retaliation against an employee or other person who reports a concern about harassment is strictly prohibited. Acts of harassment by agents, contractors or vendors are also prohibited and may result in sanction.
48. **INDEMNIFICATION:** "Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Subaward, and to the fullest extent permitted by law, Subrecipient 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 Subrecipient, in whole or in part, in the performance of services pursuant to this Subaward. Further, Subrecipient shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Subrecipient's breach of this Subaward, including any breach of confidentiality by a person to whom Subrecipient disclosed confidential information in violation of this Subaward. Subrecipient 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 Subrecipient of the assertion of the claims alleged to be covered under this clause. Subrecipient'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 Subaward.

DRAFT

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

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL	SUBRECIPIENT NAME
BY: _____ Linda Bell, MD State Epidemiologist Director, Bureau of Communicable Disease Prevention and Control	BY: _____ _____ (Title)
DATE: _____	DATE: _____
MAILING ADDRESS: SC DHEC - Public Health Contracts Bureau of Business Management 2600 Bull Street Columbia, SC 29201 803-898-3501	MAILING ADDRESS: Phone: () ___-____ Fax: () ___-____ E-mail: REMITTANCE ADDRESS: (if applicable) _____ _____ _____
TAX/EMPLOYER ID#: _____ DUNS # _____	TAX/EMPLOYER ID#: _____ DUNS # _____
	TYPE OF ENTITY (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit organization <input type="checkbox"/> Government agency or political subdivision <input type="checkbox"/> Other Governmental body (specify) _____ <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Other (specify) _____
	<u>If a corporation or LLC, or nonprofit organization:</u>
	State of incorporation/organization: _____
	Registered agent and address in South Carolina: _____ _____ _____
	SCDLLR or other license # _____

SUBAWARD SOURCE OF FUNDING (SOF) #1

- (1) Subaward # _____ (2) Subaward Amendment # _____
- (3) Subrecipient Name _____
- (4) Subrecipient's Unique Entity Identifier (DUNS #) _____
- (5) Grant Award Title HOPWA
- (6) Federal Award Identification Number (FAIN) _____ (7) FAIN Date _____
- 8) Primary Grant Project Period Start Date April 1, 2020 End Date March 31, 2021
- (9) Subaward Project Period Start Date April 1, 2020 End Date March 31, 2023
- (10) Current Subaward Period of Performance Start Date _____ End Date _____
- (11) Amount of Federal Funds Obligated by this Action \$ _____
- (12) Prior Periods Obligated \$ _____ (13) Obligated Total \$ _____
- (14) Total Amount of Federal Award Committed to the Subrecipient \$ _____
- (15) Federal Award Project Description

HOPWA is designed to provide emergency housing assistance for eligible persons with HIV disease who are homeless or who are at risk of becoming homeless.

- (16) Federal Awarding Agency: US Housing and Urban Development (HUD)
- (17) Passthrough Entity: South Carolina Department of Health and Environmental Control
- (18) CFDA # 14.241 (19) CFDA Title: Housing Opportunities for Persons with AIDS
- (20) Is the Subaward Research and Development? Yes _____ No X

SUBAWARD SOURCE OF FUNDING (SOF) #1

(21) DHEC's Federally Negotiated Rate at time of Grant Award _____ % (NOT TO BE USED BY SUBRECIPIENT)

(22) Subrecipient's Indirect Cost: Federally Negotiated Rate* _____ % **Deminimis _____ No Indirect _____

*A copy of the approved federally negotiated rate agreement must be submitted to DHEC prior to 1st payment.

** A detailed breakdown of the various cost elements that constitute the MTDC must be submitted to DHEC prior to 1st payment

(23) Passthrough Entity (DHEC) Contact Information

NAME	ADDRESS	EMAIL	PHONE NUMBER
Finance Director	2600 Bull Street Columbia, SC 29201-1708	GrantsMgt@dhec.sc.gov	N/A
Linda Bell, MD	2100 Bull Street Columbia, SC 29201	Bellw@dhec.sc.gov	803-898-0798
HOPWA Program Manager	2100 Bull Street Columbia, SC 29201	RWHOPWAQuestions@dhec.sc.gov	N/A

Prepared by _____ Date _____
(Program Signature)

Prepared by _____ Date _____
(Finance Signature)

FFATA DATA CHECKLIST FOR SOURCE OF FUNDING (SOF) # _____

Primary Grant Award / Passthrough Entity Data

- (1) Subaward _____ (2) Subaward Amendment _____
- (2) CFDA # and Title 14.241 Housing Opportunities for Persons with AIDS
- (3) Federal Awarding Agency US Housing and Urban Development (HUD)
- (4) Grant Award Title Housing Opportunities for Persons with AIDS (HOPWA)
- (5) Grant Award Date _____ (6) Federal Award Identification Number (FAIN) _____
- (7) Total Grant Award Amount \$ _____ (8) DHEC Unique Entity Identifier (DUNS #) 80 8385892
- (9) DHEC Principal Place of Performance 2600 Bull Street, Columbia, SC 29201-1708

(10) Federal Award Project Description

HOPWA is designed to provide emergency housing assistance for eligible persons with HIV disease who are homeless or who are at risk of becoming homeless.

Subaward / Subrecipient Data

- (11) Subrecipient Name _____
- (12) Subrecipient DBA Name _____
- (13) Subrecipient Unique Entity Identifier (DUNS #) _____
- (14) Subrecipient Address (include zip +4 digits) _____
- _____
- (15) Subaward Date System Generated (16) _____ Subaward Amount (must be >=\$25,000) \$ _____
- (17) Subaward Principal place of Performance _____
- (18) Subaward Area of Benefit (congressional districts) _____
- (19) Subrecipient Parent Unique Entity Identifier (DUNS #) _____

FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION

(20) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: 80% or more of its annual gross revenues in U.S. Federal Contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes ____ No ____

(21) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: \$25 million or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes ____ No ____ If the answer to question 1 and question 2 are both NO, this questionnaire is complete, otherwise continue to question 3.

(22) Does the public have access to information about the compensation of senior executives of the subrecipient organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under the Securities Exchange Act of 1934 or the Internal Revenue Code of 1986? Yes ____ No ____ If yes, questionnaire is complete, otherwise list the names and compensation of the Subrecipient’s five most highly compensated officers.

List the names and total compensation of the five most highly compensated officers of the subrecipient/contractor as listed in the subrecipient’s System for Award Management profile, as applicable.

(23)

NAME	TOTAL COMPENSATION

Subrecipient Completed by: _____

ATTACHMENT I

**S.C. DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S
HOPWA 2020-2021 GRANT YEAR – REQUEST FOR GRANT APPLICATIONS**

<https://www.scdhec.gov/health/infectious-diseases/hopwa-technical-assistance-service-providers>

DRAFT

ATTACHMENT II
PROJECTED BUDGET FORM

DRAFT

ATTACHMENT II

SC HOPWA Projected Budget Form location:

<https://scdhec.gov/health/infectious-diseases/hopwa-technical-assistance-service-providers>

HOPWA BUDGET and QUARTERLY REPORT							
April 1, 20__ - March 31, 20__							
Service Provider Name: _____							
EXPENDITURE CATEGORY	Budget Allocation	1st Quarter April 1-June 30	2nd Quarter July 1-September 30	3rd Quarter October 31 - December 31	4th Quarter January 1-March 31	Total Expenses to Date	Contract Funds Remaining
By Service Category							
1. Total Supportive Services	-	-	-	-	-	-	-
<u>Supportive Services Breakout:</u>							
Case Management						-	-
Transportation						-	-
Mental Health Services						-	-
Substance Abuse Services						-	-
Other Service (please specify)						-	-
2. Total Short-term Rent/Utilities (STRMU)						-	-
<u>STRMU Breakout (to be reported at Year End):</u>							
Mortgage Costs Only							
Mortgage and Utility Costs							
Rental Costs Only							
Rental and Utility Costs							
Utility Costs Only							
3. Permanent Housing Placement (PHP)						-	-
4. Tenant Based Rental Assistance (TBRA)						-	-
5. Facility Based Operating Costs						-	-
6. Administration						-	-
7. TOTAL SERVICE EXPENDITURES	-	-	-	-	-	-	-
EXPENDITURE CATEGORY	Budget	1st	2nd	3rd	4th	Total	Contract Funds
By Operating Category	Allocation	Quarter	Quarter	Quarter	Quarter	Expenses	Remaining
8. Personnel						-	-
9. Fringe						-	-
10. Supplies						-	-
11. Travel						-	-
12. Equipment						-	-
13. Contractual						-	-
14. Other (specify)	-	-	-	-	-	-	-
STRMU						-	-
PHP						-	-
15. Administration (not to exceed 7%)						-	-
16. TOTAL OPERATIONAL EXPENDITURES		-	-	-	-	-	-
difference between categories:	-	-	-	-	-	-	-
<i>Note: Lines 7 and 16 must be equal</i>							

ATTACHMENT III

REQUEST FOR REIMBURSEMENT FORM

DRAFT

ATTACHMENT III

SC HOPWA Request for Reimbursement Form location:

<https://scdhec.gov/health/infectious-diseases/hopwa-technical-assistance-service-providers>



HOPWA Request for Reimbursement FY20__-20__

Date of Request: _____

Provider Name: _____

Provider Address: _____

Grant Agreement #: _____

SCEIS #: _____

Period Covered For This Request: _____

Total Amount of Agreement: _____

Request Amount: _____

Expenditures By Services Category	Budget	Current Request	Year-To-Date Request	Available Balance	% of Budget Expended
1. Supportive Services Breakout:					
Case Management				\$ -	
Transportation				\$ -	
Mental Health Services				\$ -	
Substance Abuse Services				\$ -	
Other Service (please specify)				\$ -	
Total Supportive Services	\$ -	\$ -	\$ -	\$ -	#DIV/0!
2. Short-Term Rent/Utilities (STRMU) Breakout:					
Mortgage Costs Only				\$ -	
Mortgage and Utility Costs				\$ -	
Rental Costs Only				\$ -	
Rental and Utility Costs				\$ -	
Utility Costs Only				\$ -	
Total STRMU	\$ -	\$ -	\$ -	\$ -	#DIV/0!
3. Permanent Housing Placement (PHP)				\$ -	#DIV/0!
4. Tenant Based Rental Assistance (TBRA)				\$ -	#DIV/0!
5. Facility Based Housing Operating Costs				\$ -	#DIV/0!
6. Administration				\$ -	#DIV/0!
TOTAL BY SERVICE CATEGORY	\$ -	\$ -	\$ -	\$ -	#DIV/0!

Provider Approval Signature: _____



ATTACHMENT IV
GRANTEE CERTIFICATION OF COMPLIANCE
REQUIRES SIGNATURE

DRAFT

ATTACHMENT IV

Grantee Certification of Compliance

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

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

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

Name	Title	Telephone

Organization

Signature: Executive Director

Signature: Authorized Business Official

Date

Date

Attachment 6

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL SUBRECIPIENT RISK ASSESSMENT FY2020

1. Please indicate your financial fiscal year: Start Date: _____ End Date: _____
2. Did your organization expend more than \$750,000 in federal grant awards during your last fiscal year?
Yes _____ No _____

(a) If yes, has your 2 CFR 200 single audit been completed? Yes _____ No _____

(b) If no, please provide the reason why your 2 CFR 200 single audit has not been completed and/or a target date for completion.

3. Were there any findings as a result of your most recently completed audit of federal funds?
Yes _____ No _____

(a) If yes, please attach a copy of the finding(s) and a copy of your formal response/corrective action plan to all audit findings.
4. Has your organization ever been deemed high risk by another passthrough entity?
Yes _____ No _____
5. What type of financial management system does your organization use? (i.e. Spreadsheet, accounting software package, accounting system, etc.) _____

(a) If you use an accounting package or system, please provide the name of the software.

6. Does your organization segregate duties between authorization, recording, and custody functions related to procurement, cash management, and payment processes?
Yes _____ No _____
7. Do you have controls in place to prevent duplicate payments to vendors?
Yes _____ No _____

Briefly describe or list controls: _____

8. Does your organization have a time and attendance system supporting payroll?
Yes _____ No _____
9. Does your organization allocate costs across multiple grant programs?
Yes _____ No _____

(a) If yes, please describe the methodology used to allocate costs. _____

Does your accounting and financial management system follow Generally Accepted Accounting Principles?

Yes____No _____

10. Does your organization charge indirect cost to federal grants? Yes____No _____

(a) If yes, please describe how it is allocated (base vs pool, deminimis-MTDC).

11. Does your organization currently have a federally approved negotiated indirect cost allocation plan?

Yes____No_____

(a) If No, have you ever had one? Yes____/ When? _____No _____

12. Does your financial management system allow you to segregate indirect vs. direct costs, and define and manage existing or planned indirect cost rates?

Yes____No____N/A _____

13. Does your financial management system account for and segregate grant funds?

Yes____No _____

14. Does your financial management system allow you to compare actual expenditures or outlays to budgeted amounts for each grant?

Yes____No _____

15. Does your organization have a policy addressing who is authorized to request payment from the grantor (passthrough entity), what procedures are used to ensure that requests are accurate, and when drawdown of funds will occur?

Yes____No _____

16. Does your financial management system provide for effective control over and accountability for all funds, property, and other assets?

Yes____No _____

17. Does your organization have an active Federal System and Award Management (SAM) Registration?

Yes____No _____

18. Is your organization:

Individual____Government____For profit____Not for Profit _____

19. In addition to being a subrecipient of federal grant funds, is your organization also a primary recipient of federal grant funds?

Yes____No_____

20. Are your board members or trustees paid from federal grant funds?

Yes____No_____

21. Do employees who work on federal grant programs have specific references in their current position descriptions regarding their grant responsibilities?
Yes ___ No ___
22. Does your organization charge fees for services concurrent with the award?
Yes ___ No ___
23. Does your organization use loans to meet cash needs associated with the subaward?
Yes ___ No ___
24. Is your organization new to operating or managing state or federal funds?
Yes ___ No ___
25. How many employees does your organization employ? _____
What is your organization's employee turnover rate percentage for the past twelve months?
_____%
To calculate turnover: Add the number of employees at the beginning of the period to the number at the end of the period. Divide by two to find the average number of employees; divide the number of employees separated during the period by the average number of employees = employee turnover rate.
26. Has your organization experienced turnover in management personnel during the last twelve months?
Yes ___ No ___
(a) If yes, what management positions have experienced turnover? (i.e. CFO, Budgets Manager, etc.)

27. During the last twelve months, has your organization converted to a new financial system, or made substantial changes to an existing system? Yes ___ No ___
(a) If yes, please explain. _____

28. Are policies, procedures, and processes regularly reviewed, updated and created to ensure that the organization effectively carries out its programs and activities, including updates that may be needed for grant funds?
Yes ___ No ___
29. Does management periodically review all reports, deliverables, expenditures, and other requirements related to grant programs to ensure that guidelines and requirements are being met?
Yes ___ No ___
30. Do key personnel assigned to this grant have experience in managing grants and an understanding of the relevant regulations?
Yes ___ No ___
31. Does your organization maintain a written code of conduct governing the performance of your employees, specifically those employees engaged in the award and administration of contracts?

Yes ___ No ___

32. Does the code of conduct encompass conflicts of interest?

Yes ___ No ___

(a) If no, what document addresses conflicts of interest? _____

33. Does your organization have a personnel system which has the capability to create monthly reports of the activities and time of each employee whose compensation is charged to each project that the employee works on including all grant programs?

Yes ___ No ___

34. Is training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on grant programs?

Yes ___ No ___

35. Have any key personnel listed in the application/subaward agreement ever been debarred or suspended from participation in Federal Assistance programs?

Yes ___ No ___

(a) If yes, please attach a list indicating who, when and for what reasons.

36. Does your organization have procedures in place to address breaches of ethics policy and/or instances of fraud or other criminal activity?

Yes ___ No ___

(a) If yes, do these procedures include required procedures and/or remedial actions to prevent future violations?

Yes ___ No ___

(b) If yes, do these procedures include a means to notify the appropriate agency in cases of confirmed fraud related to grant funds?

Yes ___ No ___

37. Are there formal policies and procedures in place for employees to confidentially report suspected violations of policies and or suspected instances of fraud or other criminal activity, including specifically those related to grant programs (e.g. a Whistleblower Policy)?

Yes ___ No ___

38. Does your organization manage or support a website or publicly accessible social media account such as but not limited to Facebook, Twitter, Google+, LinkedIn, Tumblr? Yes ___ No ___

(a) If yes, please provide the appropriate URL or other access/navigation information.

39. Has your organization operated under another name in the past 10 years? This would include name changes and registered d.b.a. names.

Yes ___ No ___

If yes, please provide a list of all other names: _____

40. Has your organization done business with a vendor who has ever been disbarred or suspended?

Yes ___ No ___

41. Does your organization maintain written procurement policies and procedures which provide reasonable

assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200?

Yes ___ No ___

42. Does your organization have written procurement procedures to ensure transactions (as defined in the suspension and debarment common rule (2 CFR Part 180)) are not made with a debarred or suspended party?

Yes ___ No ___

43. Has your organization ever been disbarred or suspended? Yes ___ No ___

44. Does your property management system maintain formal inventory records of all equipment acquired with federal funds?

Yes ___ No ___

45. Does your organization conduct a physical inventory and reconciliation of property at least every two years?

Yes ___ No ___

46. Does your property management system account for adequate maintenance, disposition or encumbrance of the property according to federal requirements?

Yes ___ No ___

Signature

Date

Printed Name

Title

Email Address

Telephone Number

Contact Person's Name for Future Requests if different from above: _____

Attachment 7

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 First Line of Dispute*, 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 **three (3) business days** of receipt of a notification of appeal, the First Line of Dispute 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 First Line of Dispute, the applicant shall e-mail or fax written notification to the DHEC Program Area Director* within **two (2) business days** of the date of the written notification of decision from the First Line of Dispute. 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 First Line of Dispute 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 **three (3) business days** of receipt of a notification of appeal, the First Line of Dispute 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 First Line of Dispute, 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 First Line of Dispute. 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.

Awards are not final until the dispute process has concluded.

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:*

First Line of Dispute:

Terri Stephens
SCDHEC
2100 Bull Street
Columbia, SC 29201
SCDHEC
Phone: (803) 898-0419
Fax: (803) 898-0573
stephetg@dhec.sc.gov

Program Area Director:

Ali Mansaray
SCDHEC
2100 Bull Street
Columbia, SC 29201
SCDHEC
Phone: (803) 898-0625
Fax: (803) 898-0573
mansarab@dhec.sc.gov

Program Grant Manager:

Leigh Oden
SCDHEC
2100 Bull Street
Columbia, SC 29201
Phone: (803) 898-0650
ODENL@dhec.sc.gov