

**South Carolina Department of Health and Environmental Control
Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services
FY 2021 Grant Year**

REQUEST FOR GRANT APPLICATIONS (RFGA)

CFDA Numbers: 93.940

Posting Date: October 2, 2020

ATTENTION! IMPORTANT DETAIL!

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

Deadline/Closing Date for Applications:	October 16, 2020 - By 2:30 PM EDT
RFGA Number: FY2021-RFGA-HV-916	

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

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

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

Total amount of available funding* is \$120,000. Up to two awards may be made; however, the total funding available is \$120,000 for one or up to two awards.

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

Eligibility: Organizations which are eligible to apply for funds must meet the following eligibility criteria as outlined in the Scope of Services for a minimum of at least a two (2) year documented history (within the past two [2] years): 1) annually providing targeted outreach (i.e. nonclinical) HIV testing in the Columbia, SC Metropolitan Statistical Area MSA) and surrounding areas to 300 or more Hispanics/Latinos at high-risk for HIV infection; or 2) annually providing clinical HIV testing directly through applicant facility or in partnership with a clinical provider in the Columbia, SC MSA and surrounding areas to 300 or more Hispanics/Latinos at high-risk for HIV infection; plus 3) the applicant must have the documented infrastructure capacity to operate on a cost reimbursement basis; 4) the applicant must have the documented organizational fiscal stability to maintain its agency's core services without the prevention funds provided in this grants process; 5) the applicant must predominantly serve Hispanics/Latinos; 6) the applicant must provide a strong rationale for funding based on a sustained and documented history of providing the specific services for which funds are being requested in this RFGA; and 7) the applicant must be physically located in the primary service area, the Columbia, SC MSA. 8) if the applicant is a current or past subrecipient, applicant must be in good standings with the agency and must not be deemed a high risk entity. IF applicant is not a current entity but were deemed high risk while a subrecipient, they must

first attend the subrecipient training and show how they can now meet all programmatic and financial requirements to meet the scope of work for the grant..

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

Deadline: The deadline for all applications is October 16, 2020, by 2:30 P.M. EDT.

Questions & Answers: Questions will be accepted until 5:00 P.M. EDT, October 9, 2020. All questions must be submitted in writing to Tony Price at priceae@dhec.sc.gov. Responses will be posted by 5:00 P.M., EDT, October 13, 2020.

Available Funding Date: Final selection of all successful applicants is anticipated to be made and notifications released on or before October 22, 2020. Final Subawards will be executed to be effective when signed by the applicant and DHEC. November 2, 2020 is the anticipated start work date.

A draft copy of the Federal Subaward is included in the RFGA (**Attachment A**).

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

For more information about this Request for Grant Application process, please visit our website at http://www.dhec.sc.gov/Health/FHPF/DiseaseResourcesforHealthcareProviders/HIV_AIDS_STD_Resources/HIVSupportForCommunities.

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

Additional Physical Address Information:

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

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

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

South Carolina Department of Health and Environmental Control
FY 2021 Grant Year
Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services
Request for Grant Applications (RFGA)

I. BACKGROUND

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

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

Approximately \$120,000.00 annually is anticipated through this Request for Grant Applications (RFGA) to fund one or up to two HIV prevention awards to one community-based organization (CBO) and/or one clinical provider agency. This total amount is intended to support “Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services”. The total of \$120,000.00 is based upon an annual 12-month award amount. However, as the expected date of initiation of the Subaward is approximately November 2, the CY2020 award will be 2/12 (1/6) of the annual award.

Priority consideration will be given to organizations with the capacity to deliver services as specified within this RFGA in the geographic area that has the highest number of HIV prevalent cases (based on DHEC surveillance data for persons diagnosed and living with HIV/AIDS at the end of CY 2018) and HIV/AIDS incident cases (HIV infections newly diagnosed and reported to DHEC within the two calendar years of 2017-2018). Consideration will be given to CBOs and/or clinical settings that meet the qualifications and specifications as indicated in this RFGA. The applicant must be physically located in the service area, which is primarily the Columbia, SC Metropolitan Statistical Area (MSA).

Funds will be awarded for up to a two-year project period, with the first-year project period being from approximately November 2, 2020 to December 31, 2020. Yearly continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing required recipient activities, submitting required reports in a timely manner and compliance with all other contractual obligations. Continuation awards are subject to funding availability from CDC to DHEC.

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

Through this RFGA, DHEC will make available up to two grants to fund up to two Subrecipients.

SCOPE OF GRANT PROPOSAL

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC), to accept grant applications to provide targeted Hispanic/Latino outreach HIV testing and associated prevention services to Hispanics/Latinos at high-risk for becoming infected with HIV. The subrecipients shall use Federal Centers for Disease Control and Prevention (CDC) funds, administered by DHEC, to provide services to eligible persons in the same or substantially same manner as detailed in DHEC’s grant proposal to the CDC and as identified and listed in the S.C. Integrated HIV Prevention and Care Plan 2017 – 2021, which is part of the *S.C. HIV/AIDS Strategy*.

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

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

Organizations which are eligible to apply for funds must meet the following eligibility criteria as outlined in the Scope of Services for a minimum of at least a two (2) year documented history (within the past two [2] years): 1) annually providing targeted outreach (i.e., nonclinical) HIV testing in the Columbia, SC MSA and surrounding areas to 300 or more Hispanics/Latinos at high-risk for becoming infected with HIV; or 2) annually providing clinical HIV testing directly through applicant facility or in partnership with a clinical provider in the Columbia, SC MSA and surrounding areas to 300 or more Hispanics/Latinos at high-risk for becoming infected with HIV; plus 3) organizations must have the documented infrastructure capacity to operate on a cost reimbursement basis; 4) the applicant must have the documented organizational fiscal stability to maintain its agency's core services without the prevention funds provided in this grants process; 5) the applicant must predominantly serve Hispanics/Latinos; 6) the applicant must provide a strong rationale for funding based on a sustained and documented history of providing the specific services for which funds are being requested in this RFGA; and 7) the applicant must be physically located in the primary service area, the Columbia, SC MSA.

The applicant must propose to deliver HIV testing and may propose to deliver PrEP navigation and linkage services, and the intervention, Sin Buscar Excusas. STD screenings for Syphilis, Gonorrhea, and Chlamydia as well as Hepatitis C testing may also be proposed.

All applicants must meet these eligibility requirements.

Additionally, the applicant must:

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

Applications from all eligible applicants will be considered. Funds will be awarded for up to a two (2) year project period, including a two-month project year in 2020. Annual continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing required recipient activities, submitting required reports in a timely manner and being in compliance with all other contractual obligations. Continuation awards are subject to funding availability from CDC to DHEC.

II. SCOPE OF WORK/SPECIFICATIONS

A. REQUIRED ACTIVITIES

The applicant awarded under this grant application shall:

- a. Develop an annual program plan using a DHEC-required planning template by November 15 of each grant year.
Note: Program plans require inclusion of recruitment strategies and a condom distribution plan. Approval of the annual plan must be received from DHEC prior to implementation of the services.
1. For the period of November 2 – December 31, 2020, provide services proposed via this RFGA process and subsequently revised using a DHEC-required template (“intervention services planning worksheet”) by November 9, 2020. Approval of the final service plan for CY 2020 must be received from DHEC prior to implementation of the services.
2. Only conduct social marketing and media activities when they link directly to getting participants into HIV testing services and are related to one or more of the following events or observances: National STD Awareness Month, National HIV Testing Day, National Latinx AIDS Awareness Day, and World

AIDS Day. DHEC will encourage use of CDC-developed and other national campaign materials when practical and appropriate. No more than 5% of the requested funding may be allocated to social marketing and media activities.

B. GRANT REQUIREMENTS

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

C. FUNDING-RELATED GRANT REQUIREMENTS

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

D. GRANT REPORTING REQUIREMENTS

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

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

E. GRANT ACCOUNTABILITY MEASURES

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

1. Attend, as required, DHEC-sponsored trainings to ensure the appropriate delivery of interventions.
2. Ensure that interventions are conducted as planned and ensure complete documentation.
3. Ensure the interventions are conducted in a quality manner by qualified staff and in accordance with CDC's procedural guidance for the selected interventions, and according to DHEC's guidelines for delivery of HIV testing and linkage services.
4. Deliver all services in a culturally and linguistically appropriate manner.
5. Recruit clients and select implementation sites that contribute to the highest impact prevention services.
6. Provide linkage to HIV medical care for newly diagnosed persons within one month of their HIV diagnosis.
7. Ensure that clients with positive Hepatitis C virus (HCV) test results are reflexed to HCV RNA.
8. Ensure that clients with reactive/positive HCV test results are referred to DHEC's Partner Services or other linkage services for follow up within 30 days of the client receiving a confirmed test result.
9. Ensure that clients with reactive/positive HCV test results are linked to a HCV medical provider within 30 days or receiving the confirmed test result.
10. Ensure that clients are linked to a provider for other counseling and prevention services (housing, transportation, substance use disorders).
11. Provide linkage to STD treatment within three business days for persons diagnosed with an STD in the applicant's STD testing program (if applicable).

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

F. GRANT BUDGET

A total of approximately \$120,000.00 is anticipated to fund up to two HIV Prevention Subawards starting on or about November 2, 2020. The final award amount is dependent upon the strength of the program description, the strength of the narrative justification for the funds, the documented history of providing the services being proposed for future funding, and the impact on HIV prevention to Hispanics/Latinos in the proposed services area(s). The total of \$120,000.00 is based upon an annual 12-month award amount. However, as the expected date of initiation of the Subawards is approximately November 2, 2020, the CY2020 award(s) will be 2/12 (1/6) of the annual award.

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

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

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

III. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA

NOTE: THE FOLLOWING INFORMATION MUST BE PROVIDED.

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

bid immediately thereafter. **All information should be presented in the listed order:**

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

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

- A. Cover Letter – Submit a cover letter, which includes a summary of the applicant's ability to perform the services described herein and a statement that the applicant is willing to perform those services and enter into a contract with DHEC. The cover letter must state that the applicant will comply with all requirements of the RFGA and the Subaward. The cover letter must be signed by a person having the authority to commit the applicant to a contract.
- B. Eligibility Determination Documentation (Submit the following items.)
1. Two annual HIV testing data reports from calendar years 2018 and 2019. Reports must include specific citation of targeted outreach (i.e., nonclinical) testing or clinical HIV testing services annually provided to 300 or more Hispanics/Latinos in the Columbia, South Carolina MSA and surrounding areas. Reports must be from the funder of testing (DHEC, CDC, Medicaid, private foundation, etc.) and have this detail clearly identified. Reports may be in the form of: 1) Summary data report; 2) Data within a site visit report; and/or 3) Data within a funder's technical review of the applicant's annual report, etc.
 2. At least two training certificates to fully document the credentials of each paid staff person being proposed to deliver HIV testing services.
 3. The current CLIA waiver that indicates the organization's ability to provide HIV testing services.
 4. The table of contents page of an HIV testing quality assurance and services protocol/procedures manual which includes clear identification of the manual as being a document from the applicant organization.
 5. At least one site visit report or technical review from a funding source that describes the level of quality service delivery and other successes in providing HIV Prevention services as are being proposed in this application. This document or documents may be from either year(s) within the past two calendar years (2018 or 2019).
 6. Documentation of the primary client services population being Hispanics/Latinos. This may be in the form of an annual report from the applicant Board of Directors, marketing materials that describe services, or other publicly accessible materials that describe the services and client populations.
 7. At least one Memorandum of Agreement (MOA), Letter of Agreement (LOA), etc. from a local DHEC public health department representative that indicates an agreed-upon process for accepting referrals for: 1) HIV confirmatory testing (as applicable) for persons testing preliminary positive; 2) STD treatment for clients diagnosed with an STD; 3) DIS-delivered Partner Services for persons testing HIV positive or diagnosed with an STD; and 4) Social work linkage-to-care HIV case management services (as applicable) for persons testing newly positive for HIV.
 8. A listing of all of sources of funding/support and the specific programs supported. Each funding stream's start and ending dates must be included.

Application Narrative

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

1. Provide an organizational chart reflecting the organizational structure of your organization, governance, programs/services and staffing.

2. What are your major programs or organizational branches?
3. Provide a list of the names of the Board of Directors and their positions/titles.
4. How many staff does your organization have? List all full-time/part-time staff by name/position.
5. List all of your offices or locations giving street addresses and telephone numbers.
6. Are you a 501(c)3 organization and/or recognized as a nonprofit organization by the S.C. Secretary of State? (If yes, include a copy of the letter from the IRS or S.C. proof of incorporation.)
7. What services does your organization provide?
8. To whom do you provide those services, i.e., what populations?
9. What is/are the operating system(s) on the computers your prevention staff use?
10. What Internet services does your organization use?
11. How does your agency handle computer problems, including access to the Internet? What is the usual response time?
12. What are your agency's data security and confidentiality standards?
13. Who is your Chief Financial Officer?
14. What financial software does your organization use?
15. Does your organization use an accrual or cash basis of accounting?
16. If applicable, has your organization received training or have staff familiar with the OMB Circulars A-122 Cost Principles for Non-Profit Organizations?
17. How does your organization accomplish bookkeeping and accounting functions? Does your organization have a full or part-time bookkeeper or accounting type person as an employee or as a consultant? Does your organization engage an accounting firm to prepare your quarterly payroll tax returns and your 990 corporate tax return? (Assuming you are non-profit) Does a CPA firm perform any other accounting functions?
18. What insurance coverage does your organization have for your facilities, employees and Board/officers? Identify the policy name and coverage limits.
19. Has your organization had an A-133 Single Audit conducted because it received and expended more than \$750,000.00 in federal funds?
20. Who is responsible for your organization's written accounting, administrative, personnel, procurement/purchasing and/or operational policies and procedures?

D. Collaboration and Linkages (10 points)

1. In your HIV testing and linkage program, describe the method(s) by which persons testing preliminary positive receive confirmatory testing. If your program has the capacity to provide confirmatory testing, indicate the specific number of staff who deliver this testing.

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

E. HIV Prevention Program Description (50 points)

1. Describe briefly relevant background information (socioeconomic, educational levels, housing, subpopulations) on Hispanic/Latino men and Hispanic/Latina women in your proposed service area(s) and any of their unmet needs for HIV Prevention services.
2. Briefly describe your experience delivering the proposed intervention(s) to Hispanic/Latino men and Hispanic/Latina women.
3. For *each* priority population you plan to reach, provide on page 12 the annual numbers being proposed to be reached for each of the fundable interventions. Note the following planning parameters:
 - a. For HIV testing: A minimum of 100 persons annually from the gender-specific population should be planned, with allowed increments of an additional 10 persons per population. The total number of Hispanics/Latinos (men and women) to be reached must be no less than 300 annually.
 - b. For “No Excuses”: A minimum of 10 persons annually (delivered in one cycle) should be planned, with allowed increments of an additional 10 persons per intervention cycle.

Planned Numbers to be Reached:

- a. **HIV Testing:**
 - Hispanic/Latino men: # _____
 - Hispanic/Latina women: # _____
- b. **“No Excuses”:** # _____
- c. **PrEP navigation and linkage:** # _____
- d. **STD screening:**
 - Syphilis:
 - Hispanic/Latino men: # _____
 - Hispanic/Latina women: # _____
 - Gonorrhea:
 - Hispanic/Latino men: # _____
 - Hispanic/Latina women: # _____
 - Chlamydia:
 - Hispanic/Latino men: # _____

- Hispanic/Latina women: # _____
- e. **Hepatitis C testing:**
 - Hispanic/Latino men: # _____
 - Hispanic/Latina women: # _____

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

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

F. Budget and Budget Justification Narrative

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

The budget should be for a calendar year, 12-month period. However, if funded, CY2020 awards will be for a 2/12 (1/6) amount of the annual award that is tentatively slated to begin November 2, 2020. A detailed justification is required for each component of the program budget (i.e. personnel, travel, supplies, contractual services, etc.). Include a list of all proposed subcontractors (if any) and the amount of funds to be paid to each sub-contractor. For travel, break out any anticipated out-of-state travel and in-state travel. Administrative costs are capped at 10% of the overall budget.

Approximate Allocation Cost Per Intervention To Consider When Developing Proposal Budget

Intervention	Approximate Unit Cost Per Intervention Cycle
Targeted Outreach HIV testing (& linkage to HIV care)	\$100/test, for Hispanic/Latina women; \$200/test, for Hispanic/Latino men
Sin Buscar Excusas (No Excuses)	\$500
PrEP Navigation and Linkage	\$1,500 per each Hispanic/Latino women and men
STD screening/testing and HCV testing	\$25/each STD test for Hispanic/Latina women \$50/each STD test for Hispanic/Latino men \$25/each HCV test for Hispanic/Latino women & men

APPLICATION SUBMISSION

Proposals will be evaluated by a review panel on the basis of the following criteria.

Eligibility as indicated in:

- A. The cover letter (not scored)
- B. Eligibility Determination Documentation (not scored)

*The above two sections of the application will be reviewed to determine if you are eligible for funding.

- C. Organizational Capacity (40 points)
- D. Collaboration and Linkages (10 points)
- E. Targeted Hispanic/Latino Outreach HIV Testing and Associated Prevention Services Program (50 points)
- F. Budget (not scored) Your application's budget will be reviewed to ensure you have a clear and understandable explanation of all costs in the narrative budget justification and a demonstration of strong linkages to the interventions being proposed.

Attachment A

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

Insert the Subrecipient's Full Legal Name as specified on W-9/SCEIS

This Federal Subaward shall be between the South Carolina Department of Health and Environmental Control (DHEC or Passthrough Entity) and **Name of Subrecipient (Subrecipient)**, is to provide targeted Hispanic/Latino outreach HIV testing and associated prevention services as outlined in DHEC's Agency Funding Opportunity Number FY2021-RFGA-HV-916 Request for Grant Applications (Addendum)..

A. SCOPE OF SERVICES

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

B. SOURCE OF FUNDING (SOF) and AMOUNT

The current amount of funding per this subaward is **\$ Enter dollar value** from the following sources:

SOF1 "HIV Prevention Activities – Health Department Based" \$ Enter dollar value

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

C. PROJECT PERIOD

The project period for SOF1 **"HIV Prevention Activities – Health Department Based"** begins on **January 1, 2018** and ends on **December 31, 2022**.

D. PERIOD OF PERFORMANCE

This Subaward shall become effective on **November 2, 2020** or whenever all parties have signed, whichever is later and ends on **December 31, 2020**.

This Subaward is renewable for one additional one-year period. At the end of the initial term, this Subaward shall automatically renew for a period of one year, unless Subrecipient receives notice that DHEC elects not to renew the Subaward at least thirty (30) calendar days prior to the date of renewal. Regardless, this Subaward expires no later than the last date of the maximum Subaward period which is December 31, 2021. Only work done in accordance with the effective dates of this Subaward will be compensated.

E. COMPENSATION

1. DHEC agrees to reimburse the Subrecipient for actual allowable costs incurred in the provision of services as described in Section A, as outlined below:
 - a. Up to \$ _____ for the budget period of November 2, 2020 or when all parties have signed, whichever is later, through December 31, 2020;

- b. Up to \$_____ for the budget period of January 1, 2021 through December 31, 2021, and subsequent budget periods thereafter, contingent upon final grant approval.
 - c. No funds may be carried forward from one budget year to the next year.
2. In no event will the total amount to be paid under this Subaward exceed \$_____ for the Subaward period of November 2, 2020 or when all parties have signed, whichever is later, through December 31, 2021.
3. Budget Compensation will only be made for allowable costs consistent with the approved budget incorporated into this subaward.
4. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. DHEC retains title to all equipment purchased under this subaward.
5. **Indirect Cost** If the Subrecipient utilizes an approved federally negotiated indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any subrecipient that has never received a negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to DHEC.
6. **Prior Approvals** 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 to the approved budget may be made without prior written approval from DHEC. Subrecipient shall not subaward any of the work or services covered by this subaward without DHEC's prior written approval.

Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this subaward.
7. **Prohibited Items** No Subaward funds may be used for the purchase of real property.
8. **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.

Reimbursement for room and board will be at the established federal General 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 updated and published each federal fiscal year and are subject to seasonal fluctuations. GSA rates must be verified prior to making each reservation.

The Subrecipient must submit itemized 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. [subaward number](#) and that 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.

- F. **METHOD OF PAYMENT:** The Subrecipient shall submit a monthly (or twice-monthly, if needed) request for payment (invoice) for services rendered as outlined in the Scope of Services and approved budget. 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) business days after the end of each month. Please refer to the attachment “SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION” for details on invoice submission and supporting documentation.

Email requests for payment preventioninvoices@dhec.sc.gov .

G. **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.

H. **CLOSEOUT OF SUBAWARD**

The Subrecipient is responsible for implementing the necessary administrative actions to close-out 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

I. **SUBRECIPIENT AUDIT REQUIREMENTS**

Subrecipients, except for-profit entities, must submit a certification of total federal grant expenditures upon request from DHEC. If the Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, the 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. The 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. The 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. The 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.

J. 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. **ASSIGNMENT** The 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 the Subrecipient is considered an assignment.

2. **REPORTING REQUIREMENTS**

a. Annual Risk Assessment Survey

On an annual basis, the Subrecipient will be required to complete and return a risk assessment survey.

b. Audit Verification

On an annual basis, the Subrecipient will be required to complete and return a statement verifying the 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, the 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, the Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned prior to submitting the first invoice for payment.

If the Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. DHEC maintains that responsibility.

3. **SAM (System for Award Management)**

On an annual basis, the 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**

The Subrecipient must make positive efforts to use small and minority owned businesses and individuals.

5. **AMENDMENTS** This Subaward may only be amended by written agreement of all parties, which must be executed in the same manner as the Subaward.

6. **RECORD KEEPING, AUDITS, & INSPECTIONS** The Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. The Subrecipient shall retain all such records for three (3) years for federal subrecipients after the end of the Subaward period and make records available for inspection and copying 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. The 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 or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of DHEC.

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

The 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.

7. **TERMINATION** Either party may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the other party.

DHEC funds for this Subaward are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Subaward, it shall terminate without any further obligation by DHEC upon written notice to Subrecipient without any further obligation by DHEC, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Subaward.

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.

8. **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, gender identity, sexual orientation, 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.
9. **INSURANCE** During the term of this Subaward, the Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Subrecipient from the types of claims which may arise out of or result from the Subrecipient's activities under the Subaward and for which the 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, the 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. The Subrecipient may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. 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, the 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** The 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. The 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, 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 Contract shall be resolved in accordance with and subject to the South Carolina Procurement Code, S.C. Code Section § 11-35-10 et seq., to the extent applicable shall be resolved in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430., or if inapplicable, Other claims shall must 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. The United States Constitution and is not a consent to the jurisdiction of any court or agency of any other state.
16. **DEBARMENT** The 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** The 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 PROGRAM:

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

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

19. **COMPLIANCE WITH LAWS** The 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. The Subrecipient shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) 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 the 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 Federal Grant Compliance Director 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. **COUNTERPARTS AND FACSIMILE SIGNATURES:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.
26. **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.
27. **TIME:** Unless specified otherwise: (a) “days” in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
28. **NO ENDORSEMENT:** Nothing in this agreement may be interpreted to imply that the State of South Carolina or DHEC endorses any product, service, or policy of Subrecipient. Subrecipient will not take any action or make any statement, or request DHEC take any action or make any statement, that suggests or implies such an endorsement.
29. **ATTACHMENTS/ADDENDA** Attachments, addenda or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward.
- Source of Funding (SOF)
 - FFATA Checklist
 - Subaward Invoices and Supporting Documentation
 - DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
 - Budget
30. **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 Subaward. Subrecipient’s officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of

monetary value from Subrecipients 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.

The non-Federal entity may not earn nor keep any profit resulting from Federal financial assistance.

- 31. 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 Federal Grant Compliance Director 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 the 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. The Subrecipient is required to inform the Subrecipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Subrecipient must also inform the 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.

- 32. OTHER REPRESENTATIONS OF SUBRECIPIENT** The Subrecipient represents and warrants:
- (a) The Subrecipient has the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
 - (b) The Subrecipient's execution and performance of this Subaward do not violate or conflict with any other obligation of Subrecipient.
 - (c) The Subrecipient has no conflict of interest with its obligations under this Subaward.

(d) The Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.

(e) The 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 **Enter exhibit reference**.

(f) The Subrecipient is a **Select: Corporation, Limited Liability Company, or Other** duly organized, validly existing and in good standing under the laws of **Enter location** and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

33. **LOBBYING** 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.

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.

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:

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.

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.

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.

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 104-92,191 as amended, 42 U.S.C. §§1320d-1329d-9, and the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. §§17921-17953, and related 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):
 1. access, view, use, or disclose confidential information without written authorization from DHEC;
 2. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 3. make any copy of confidential information, or remove or transfer this information to any 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 subcontractors 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 104-191, as amended, 42 U.S.C. §§1320d-1329d-9, 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 subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement, to protect information contained in a particular DHEC program area.
- e. Subrecipient must immediately notify the DHEC Compliance Officer at 803-898-9269, 1-888-843-3718, or at 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.

35. **REVISIONS OF LAW:** The provisions of the Contract are subject to revision of State or federal statutes and regulations and requirements governing HIV Prevention Activities – Health Department Based.

36. **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.

37. **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 and expert witness 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

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 J. Bell, MD
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#: _____

TYPE OF ENTITY (check one):

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

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

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license # _____

SUBAWARD SOURCE OF FUNDING (SOF) # Program

(1) Subaward # _____ System Generated (2) Subaward Amendment # _____ System Generated _____

(3) Subrecipient Name Program

(4) Subrecipient's Unique Entity Identifier (DUNS #) Program

(5) Grant Award Title Finance or Program

(6) Federal Award Identification Number (FAIN) Finance or Program (7) FAIN Date F/P

(8) Primary Grant Project Period Start Date Finance or Program End Date Finance or Program

(9) Subaward Project Period Start Date Finance or Program End Date Finance or Program

(10) Current Subaward Period of Performance Start Date F/P End Date Finance or Program

(11) Amount of Federal Funds Obligated by this Action \$ Program

(12) Prior Periods Obligated \$ Finance or Program (13) Obligated Total \$ Finance or Program

(14) Total Amount of Federal Award Committed to the Subrecipient \$ Finance of Program

(15) Federal Award Project Description

Program – Please copy text verbatim from Notice of Funding Opportunity or Grant Award

(16) Federal Awarding Agency Finance or Program

(17) Passthrough Entity South Carolina Department of Health and Environmental Control

(18) CFDA # Finance or Program (19) CFDA Title Finance or Program

(20) Is the Subaward Research and Development? Yes No ← Finance or Program

SUBAWARD SOURCE OF FUNDING (SOF) # Program

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

(22) Subrecipient's Indirect Cost: Federally Negotiated Rate* Program-> % **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
Program			

Prepared by _____ Date _____
(Program Signature)

Prepared by _____ Date _____
(Finance Signature)

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

Primary Grant Award / Passthrough Entity Data

- (1) Subaward System Generated (2) Subaward Amendment System Generated
(2) CFDA # and Title Program or Finance Copy from SOF
(3) Federal Awarding Agency Program or Finance Copy from SOF
(4) Grant Award Title Program or Finance Copy from SOF
(5) Grant Award Date P/F Copy from SOF (6) Federal Award Identification Number (FAIN) P/F Copy from SOF
(7) Total Grant Award Amount \$ Copy from SOF (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

Program or Finance Copy from SOF

=====

Subaward / Subrecipient Data

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

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 ___ **Subrecipient**

(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. **Subrecipient**

(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. **Subrecipient**

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
1. Subrecipient	
2. Subrecipient	
3. Subrecipient	
4. Subrecipient	
5. Subrecipient	

Subrecipient Completed by: **Subrecipient** _____

SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION

PREFACE

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 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.”

SUPPORTING DOCUMENTATION REQUIREMENTS

This document is intended as a guide to the appropriate supporting documentation for subrecipient expenditures. This document applies to all federal subawards. Federal grantors often impose more specific, detailed and/or restrictive documentation requirements on the Agency. Based on the funding source of the subaward, DHEC may require additional documentation that is not addressed in this guide. Please refer to the “Method of Payment” section of your subaward for additional details if applicable.

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subrecipients should design a system to organize, group, submit and retain the related information for each grant and activity. DHEC can and will audit records at any time.

Documentation must demonstrate that costs are:

- Reasonable, allocable, and allowable
- Within grant limits
- Treated consistently
- Determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

Retention and Availability

Supporting documentation must be retained by the Subrecipient for the entire retention period indicated in the subaward.

Supporting documentation is required as an attachment to the invoice dependent upon the individual circumstances of the subrecipient, the category of expenditure or other condition(s) cited in the subaward.

Additional supporting documentation may be requested by DHEC at any time during the subaward period of performance and retention period as a whole. **Documentation must be readily available upon request.**

Examples of Supporting Documentation

Supporting documentation includes but is not limited to the following:

- Paid receipts
- Canceled checks or check & payment registers from Subrecipient’s financial management system
- Travel logs
- Hotel/motel folios
- Journal entries
- Training or other event attendance rosters
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor

- Performance reports
- Payroll registers indicating the employee's name, dates, hours and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules
- Cost allocation plans
- Detailed audit reports including auditor's comments and corrective action plans
- 2nd tier subawards
- Contracts with and invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

PROCEDURES FOR SUBMITTING INVOICES

Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into the subaward. Only expenditures obligated during the subaward period of performance can be submitted for reimbursement. Depending on the unique nature of services for a particular subaward, payments to individuals must be in the form of a check or direct deposit. No cash transactions to individuals will be reimbursed.

The invoice and any required supporting documentation should be submitted by funding source. The preferred method of submission is via email as a PDF or similar formatted attachment. The invoice must be clean and readable with all protected health information redacted.

The invoice must include:

- Subaward document number
- Subrecipient name and remittance address
- Billing period
- Funding source for which reimbursement is being requested
- If the subaward contains multiple sources of funding a separate invoice for each funding source must be submitted.
- A brief description of the Scope of Services
- An itemized listing of expenses incurred by budget category with the total amount clearly stated
- If salary or fringe benefit reimbursement is being requested, please specify the payroll periodicity such as "1st thru 16th" or "once every two weeks".

Instructions for Specific Budget Categories

The level of detailed documentation may vary based on your risk assessment and past history.

Salaries

All salaries must be supported by a time and attendance system which accurately reflects the time employees spend on federal grant activities. At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)

Employee #1 works full time for the federal program with no other funding

Monthly Invoice: Employee #1 payroll $\$72,000/24 = \$3,000$ paid on 1st and 16th = \$6,000

Employee #2 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)

Employee #2 works part of the time (40%) for the federal program and is split funded

Monthly Invoice: Employee #2 payroll $\$72,000/24 = \$3,000 * 40\% = \$1,200$ paid on 1st and 16th = \$2,400

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the difference MUST be returned to DHEC.

Fringe Benefits, Payroll Taxes, etc.

The Subrecipient is responsible for maintaining cost documentation related to health insurance, state and federal withholdings and any other benefits paid. At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 monthly payroll = \$6,000, FICA = 6.2% of payroll + Medicare = 1.45% for a total of 7.65%

Employee #1 works full time on the federal program with no other split funding

Monthly Invoice: Employee #1 payroll $\$6,000 * 7.65\% = \459

Example: Employee #2 is split funded and only works 40% for the federal program
Health Insurance premium per employee per month = \$600

Monthly Invoice: Employee #2 $\$600 * 40\% = \240

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the pro-rata share of fringe benefits MUST be returned to DHEC.

Travel

Reimbursement of travel expenses, including mileage and subsistence (meals), will be limited to the standard rates for State employee travel in effect during the period of availability for the subaward. 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. The standard rates for mileage and subsistence can be found on the following website.

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

All requests for travel mileage reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (work address)
- Date(s) of the travel
- Destination (address)
- Reason for the visit
- Parking fees if applicable
- Miles traveled
- Mileage reimbursement rate (must not exceed SC State employee reimbursement rate)
- Total reimbursement requested

All requests for travel subsistence (food) reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date and time of departure from official headquarters or home
- Date and time of arrival to destination
- Date and time of return to official headquarters or home
- Total reimbursement requested

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

All requests for travel lodging reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date(s) of the travel
- Hotel/Motel folio showing zero balance owed
- Total "Paid" reimbursement requested

All Other Operating Expenditures

For all other operating expenses, please submit a copy of the appropriate source document with the invoice. Refer to the "Examples of Supporting Documentation" listed above.

Indirect Cost

In the event the Subrecipient charges indirect cost, the following must be submitted:

- For federally approved negotiated rates, a copy of the indirect cost rate agreement must be submitted to DHEC upon execution of the subaward. If a copy has not been received, reimbursement cannot be completed. At the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Labor base monthly payroll = \$6,000, indirect cost rate = 19.75%
Monthly Invoice: Payroll \$6,000 * 19.75% = \$1,185

- For Subrecipients using the 10% de minimis rate, at the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices do not require this demonstration.

Example: Monthly Invoice: De minimis MTDC * 10% = \$59,200

MODIFIED TOTAL DIRECT COST (MTDC)			
BUDGET LINE ITEM	MONTHLY	UNALLOWABLE COST	MTDC ELIGIBLE
	DIRECT COST		
Direct Salaries	450,000		450,000
Fringe Benefits	60,000		60,000
Travel	15,000		15,000
Equipment (non captalized)	7,000		7,000
Equipment (capitalized)	12,000	-12,000 *1	0
Subawards	65,000	-40,000 *2	25,000
Supplies	35,000		35,000
Capital Expenditures	150,000	-150,000 *3	0
Rent	5,500	-5,500 *4	0
	799,500	-207,500	MTDC = 592,000
		Deminimis 10%	59,200
*1 Capitalized equipment >= \$5,000 is unallowable for purposes of indirect cost			
*2 Only the first \$25,000 is eligible for purposes of indirect cost			
*3 Rent is unallowable for purposes of indirect cost			
*4 Capital expenditures are unallowable for purposes of indirect cost			

Journal Entries

In the event the Subrecipient's accounting records must be adjusted via journal entry, DHEC requires a written explanation as to the reason why it was done and a reconciliation with previously paid expenses if applicable.

For any journal entry that reduces the cost of a previously reimbursed expenditure, the resulting cash balance must be returned to DHEC. The return amount cannot be not used to offset other expenditures.

For any journal entry that transfers previously posted cost to the federal subaward, the journal entry must be included on the monthly invoice.

Overview of State of SC/DHEC Travel Reimbursement Policies for Vendors & Subrecipients Updated June 2019

Non-state employees, including sub-recipients, who are on official, approved travel status for DHEC related-business AND whose contract with DHEC states specifically that they follow the State travel reimbursement policies follow the same State/DHEC travel reimbursement policies that State employees follow. And they must provide the same documentation and receipts that a state employee would provide.

DHEC and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DHEC travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DHEC Travel Manual. Please see the manual for more detailed information.

Note that if a non-state employee is traveling from out-of-state to SC while on official, approved travel status for DHEC related-business, all of the trip's reimbursable expenses are processed as in-state and the meals follow the State of SC's in-state rates. If a non-state employee travels from SC to out-of-state while on official, approved travel status for DHEC related-business, all of the trip's reimbursable expenses are processed as out-of-state and the meals follow the State of SC's out-of-state rates.

TRAVEL REIMBURSEMENT DOCUMENTATION REQUIREMENTS:

1. DHEC 103 Manual Travel Expense Report. A DHEC manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DHEC 103 Manual Travel Expense Report or comparable form and must include the following information:

- the itemized expenses for each day
- the departure time from home or office for the first day of their trip
- the arrival time to home or office for the last day of their trip
- signature for the vendor's traveling employee
- signature for the DHEC supervisor involved with the vendor's project

2. DHEC 104 Out-of-State Travel Form. This form is required to be completed if DHEC is reimbursing or paying travel expenses for DHEC related-business conducted outside of the state of South Carolina.

3. DHEC 178 Travel Log. Optional, available tool for the traveler to keep track of their travel expenses.

4. Receipts.

- Itemized, paid receipts are required for the following types of expenses:
 - **Lodging.** Must show hotel name, hotel address, name of room occupant, dates of stay, amount charged for nightly rate, taxes and fees, and total amount due. When reimbursing the employee, the hotel invoice must show a zero balance to support reimbursing the employee.
 - **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
 - **Other transportation** such as major buses, Amtrak and rental cars. Taxis, subways, metro, etc., do not require receipt; however, please explain amounts on travel form.
 - **Miscellaneous expenses**, such as the following, purchased for DHEC-related business use while on travel status:
 - parking,
 - telephone calls,
 - internet/wi-fi access,
 - gasoline for rental or State cars. Receipt must include vehicle tag number. (Considered

- Misc Travel Expense but uses 5031530000 Gasoline GL code),
 - faxes,
 - maps, and other supplies
 - **Registration fees.** Must include paid registration receipt showing event name, dates, amount paid, and an agenda showing if meals are included in fee or not.
- Receipts are NOT required for the following reimbursable travel expenses:
 - **Regular meal receipts at or below State allowances and not included in registration fees are not required.**
 - **Tolls, taxi, subway, airport shuttle, metro, and portorage (mandatory charge for carrying bags in/out of hotel, NOT a tip).**

OVERVIEW OF MOST COMMON TRAVEL EXPENSES:

MILEAGE.

- Mileage is only reimbursed when driving their own car. Mileage is not reimbursed for using a rental car.
- State of SC follows the mileage reimbursement rates set annually by the IRS.

MILEAGE TYPE	Reimbursement Rate* for travel dates...	
	7/1/2018 TO 12/31/2018	1/1/2019 TO 12/31/2019
REGULAR MILES	\$0.545 per mile	\$0.58 per mile
REDUCED MILES	\$0.505 per mile	\$0.54 per mile

*Rate published by the Office of the Comptroller General. Rate may change annually on Jan 1.

MEALS.

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DHEC related-business for DHEC to reimburse for meals.
- **DHEC follows the State of SC meal reimbursement rates, NOT the Federal GSA meal and incidental rates.**
- Meals for non-state employees who are on official, approved travel status for DHEC-related business are reimbursable ONLY at the State daily allowable meal amounts.
- **DAILY MEAL ALLOWANCE RATES**

DAILY	<u>TRIP DATES ON OR BEFORE JUNE 30, 2019</u>		<u>TRIP DATES ON OR AFTER JULY 1, 2019</u>		Departure from home or HQ...	Arrival back to home or HQ...
	In-State	Out-of-State	In-State	Out-of-State		
Breakfast	\$6.00	\$7.00	\$8.00	\$10.00	prior to 6:30 am	after 11:00 am*
Lunch	\$7.00	\$9.00	\$10.00	\$15.00	prior to 11:00 am	after 1:30 pm
Dinner	\$12.00	\$16.00	\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
Maximum	\$25.00	\$32.00	\$35.00	\$50.00	prior to 6:30 am	after 8:30 pm

*The time limitation for breakfast will not apply for overnight trips with early morning returns.

- The travel expense report must include the departure time from home or headquarters for the first day of the trip and the arrival time back to home or headquarters for the last day of the trip.
 - **For the first day of the trip, they would use the Departure column in the table above to decide which meals they are eligible for based on their departure time. For example, they must depart**

- **home or HQ before 6:30am on the first day to be eligible for breakfast reimbursement.**
- **For the middle days of the trip, times are not required, and they receive the maximum in-state or out-of-state daily amount for meals, if meals are not included already in a registration or hotel stay.** For the last day of the trip, they would use the Arrival column in the table above to decide which meals they are eligible for based on their arrival time. For example, they must arrive back at home or HQ after 8:30pm on the last day to be eligible for dinner reimbursement.
- Meals for one-day trips (no overnight stay) follow the same daily allowable amounts listed above but they follow special rules for reimbursement eligibility.
 - One Day Trip (No Overnight Stay and Meal NOT Included with Registration). In most cases, one-day meals are NOT reimbursable. If the employee has a one-day trip with no overnight stay, meals are not reimbursable unless they are at least 10 miles from headquarters and residence AND meet these other requirements:
 - Dinner is reimbursable only if the employee leaves headquarters before 5:15 pm and returns after 10:00 pm.
 - Breakfast and lunch are not reimbursable for one-day trips unless the employee has written Bureau Director approval AND follows the departure and arrival times for both meals.
 - Meals already paid as part of a registration fee are not reimbursable to the employee.
 - **Any** meals claimed for a one-day trip are subject to income tax, except for non-optional meals included in registration fees. Please talk with your tax consultant regarding any reporting requirements.
- If the non-state employee attends a conference or meeting where the registration fee includes a meal, then the non-state employee is not reimbursed for that meal, unless a valid, written justification is provided to explain why they couldn't participate in the meal.
 - **Meals Included with Registrations:**
 - If an employee is requesting reimbursement for a registration fee they paid that includes a meal(s) (breakfast, lunch, or dinner; NOT a continental breakfast or "reception"), State policy requires that meals included in registration fees at no option be separated from the total amount of the registration fee and claimed as a meal at the State rate on the travel document. This does not result in any loss of reimbursement to the employee, but is simply a matter of accounting.
 - If a meal is included in a direct bill registration fee or lodging fee, the employee should not claim additional reimbursement unless the employee is unable to eat the included meal and pays for a substitute meal out-of-pocket. The claim will be restricted to the same rates as any other meal reimbursement.
- If the hotel provides a hot breakfast (including a hot protein like eggs, bacon, etc.; does not include a "continental" breakfast) as part of the hotel rate, they do not receive a separate breakfast reimbursement. They only receive a breakfast reimbursement if they pay for breakfast out of their own pocket and it meets the time-of-day restrictions for the meal reimbursements.

LODGING.

- Must be at least 50 miles from their assigned headquarters and residence on official, approved travel status for DHEC related-business for DHEC to reimburse or pay hotel direct bill for overnight accommodations.
- Paid lodging "folio" receipt showing nightly rate is required for reimbursement.
- **State of SC agencies follow the official GSA maximum lodging rates, available at GSA.gov.** The nightly rate before taxes charged by the hotel must be at or below the GSA max lodging rate. The GSA max lodging rate is before taxes. Taxes on the GSA max lodging rate are reimbursable.
- Be aware that some hotels may say they have a "government" or "special" rate, but it may still be higher than the official GSA max lodging rate. State of SC only acknowledges the official GSA max rate.

AIRFARE. When making airline reservations, whoever makes the reservation should secure the most cost-efficient flight, taking advantage of any cost savings that may be available at the time of travel. In accordance to State policy, "State agencies and employees shall select air carriers based on cost and time criteria, not on whether frequent flyer premiums are given. First class and business class airlines tickets are not allowed." The employee must fly at the lowest rate available and any extras will be at the employee's cost.

- Itemized airfare receipt is required showing entire itinerary.
- Baggage fee is reimbursable and baggage receipts must be included with travel reimbursement claim.
- Any charges for flight changes must include an explanation/justification. Charges for flight changes can only be reimbursed if there is a cost benefit to Agency to change the flight.

RENTAL CAR. If the non-state employee drives a RENTAL CAR while on official, approved travel status for DHEC related-business, then the mandatory, non-optional expenses on the rental company's invoice can be paid.

- Requires paid receipt.
- In addition to the fee to rent the car, the rental company may also charge for mileage used while the car is rented, where they check the rental car's odometer before and after the trip. If that is on the rental company's bill, DHEC can pay that.
- Optional items can NOT be paid or reimbursed by DHEC.
- DHEC can NOT reimburse the non-state employee for personal-car mileage at the current IRS mileage rates when a rental car is used instead of a personal car.
- DHEC can reimburse the non-state employee for gasoline for the rental car during the rental period. The gas receipt or credit card statement showing the expense must be provided WITH the rental car's license plate number written on the receipt. Note that the rental car license plate often appears on the rental car receipt or contract. Gas for a rental or State car is considered a Misc Travel Expense but uses 5031530000 Gasoline GL code.

TAXI, AIRPORT SHUTTLE, AND METRO. These three types of "other transportation" do NOT require receipts but are reimbursable. If they do have the paid receipt, it is nice to see it with the travel reimbursement, but again, the receipt is not required for these. Tips are NOT reimbursable.

TOLL ROADS. Reimbursable but receipts are NOT required.

TIPS VS. PORTERAGE. Tips are NOT reimbursable. Porterage, a mandatory charge for carrying bags in/out of a hotel, is reimbursable and does NOT require a receipt.

MISCELLANEOUS TRAVEL EXPENSES.

- Reimbursed with a paid receipt:
 - parking fees,
 - gas for rental or State car (with car license plate number written on receipt) (considered a Misc Travel Expense but uses 5031530000 Gasoline GL code),
 - internet/wifi access for business use,
 - hotel safe fees for business use,
 - phone calls for business use.
- Reimbursed but do not require a receipt:
 - tolls,
 - porterage (charge for carrying bags in/out of hotel-- NOT A TIP).

Attachment B: Fundable Prevention Services

Priority Populations	Fundable HIV/STD Prevention Interventions*
High-Risk Hispanics/Latinos (HIV Negative or of Unknown HIV Status) <ul style="list-style-type: none"> • Men • Women 	<ul style="list-style-type: none"> ▪ Targeted HIV testing and linkage** (REQUIRED) Other Interventions, <i>If</i> Funded for Targeted HIV Testing: <ul style="list-style-type: none"> ▪ <i>Sin Buscar Excusas (No Excuses)</i> ▪ Condom distribution ▪ PrEP education, navigation and delivery of services • Syphilis, Gonorrhea and Chlamydia screenings/testing, HCV testing, and linkage to medical care

*Interventions and Other Guidance:

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

S.C. HIV/AIDS Strategy: https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/SC%20HIVAIDS%20Strategy_2017-2021_FINAL_091916.pdf

Ending the HIV Epidemic: A Plan for America: <https://www.cdc.gov/endinghiv/docs/ending-HIV-epidemic-overview-508.pdf>

Effective Interventions: <https://www.cdc.gov/hiv/effective-interventions/a-to-z.html>

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

Attachment C
SC DHEC HIV PREVENTION FUNDS CY 2020
INSTRUCTIONS FOR COMPLETING BUDGET AND JUSTIFICATION NARRATIVE
ALL ALLOWABLE COSTS
NOTE: UNALLOWABLE COSTS INDICATED AS SUCH BELOW

General Information

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

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

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

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

Specific Budget Categories

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

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

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

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

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

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

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

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

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

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

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

S.C. DHEC HIV PREVENTION FUNDS

Annual, Proposed 12-month Budget Example/Template

Note: If funded, the grant award for 2020 will be for two-twelfths (1/6) of a year and will require that a revised budget be submitted.

PROPOSAL BUDGET FOR SUBRECIPIENT (NAME): _____

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

Attachment D: Letter of Agreement

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

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

The parties to this agreement agree as follows:

SCOPE OF SERVICES

1. The CBO agrees to:

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

2. The site for service delivery agrees to:

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

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

_____ CBO Authorized Signature

_____ Service Delivery Site Authorized Signature

Attachment E

Certification of Compliance

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

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

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

Name	Title	Telephone

Organization

Signature: Executive Director

Signature: Authorized Business Official

Date

Date

ATTACHMENT F

Procedures for Dispute Resolution

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

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

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

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

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

- A. **Applicability.** These procedures shall apply to controversies between DHEC and a Subrecipient when the Subrecipient disagrees with DHEC's evaluation of an expenditure by the Subrecipient as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient. Within *ten (10) business days* after such consultation with the Subrecipient, the Program Area Director will e-mail or fax the Subrecipient with a written determination as to his/her decision regarding the disposition of the expenditure. The decision of the Program Area Director will be final and may not be further appealed by the requestor.

** Contacts are listed below:*

Grant Program Manager:
Tony Price
Prevention Program Manager
STD/HIV Division

SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898-0338
Fax: (803) 898-0573
priceae@dhec.sc.gov

Program Area Director:
Linda J. Bell, M.D.
State Epidemiologist & Director
Bureau of Communicable Disease
Prevention and Control

SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898-0801
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belllw@dhec.sc.gov

**ADDENDUM
To
Subaward**

**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
Community-Based HIV Prevention Services FY2021**

RFGA Number: FY2021-RFGA-HV-916

<https://www.scdhec.gov/health-professionals/clinical-guidance-resources/hiv-aids-std-resources/prevention>