

**South Carolina Department of Health and Environmental Control  
Federal Title V State Sexual Risk Avoidance Education Grant  
FY 2021 Grant Year**

**REQUEST FOR GRANT APPLICATIONS (RFGA)**

**CFDA Number: 93.235**

**Posting Date: November 3, 2020**

**ATTENTION! IMPORTANT DETAIL!**

**Your application must be submitted in a sealed package. (Original + 4 copies marked as "Copy") RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.**

<b>Deadline/Closing Date for Applications:</b>	<b>Monday, November 23, 2020- By 2:30 PM EST</b>
<b>RFGA Number: FY2021-RFGA-MC--918</b>	

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

**Number of Copies to be submitted: One (1) original and four (4) copies each marked as "Copy."**

South Carolina Department of Health and Environmental Control (DHEC) offers this Request for Grant Applications (RFGA) for the funds administered by DHEC for the State of South Carolina (SC) from the U.S. Department of Health and Human Services (US DHHS), Administration on Children, Youth and Families (ACYF). Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives of the Federal Title V State Sexual Risk Avoidance Education (SRAE) Grant Program and the DHEC SRAE Program. The use of these funds is subject to federal and state requirements as outlined in the scope of work. Funds may not be used for any other purpose. DHEC will determine whether a proposal falls within the scope of activities and is eligible under the stated guidelines. Applications are only accepted during the Request for Grant Applications period and will be evaluated by a panel of independent reviewers based on the scoring criteria stated in this RFGA. Failure to comply with the stated requirements of this RFGA may result in the disqualification of the application. Additionally, performance on previous grants will be evaluated and points may be deducted from applications.

A responsive applicant is one who has submitted a proposal that conforms in all material aspects to this RFGA. A responsible applicant is one who has the capability in all respects to perform fully the grant requirements and the integrity and reliability which will assure good faith performance that may be substantiated by past performance. DHEC may base responsibility determinations on any available information, including information not contained in the applicant's submission. DHEC may reject any proposal from a nonresponsive or nonresponsible applicant, regardless of score.

Award of a subaward under this RFGA will be in DHEC's sole discretion and will be contingent on execution of a subaward, completion of any pending reviews and audits of applicants and satisfactory resolution of issues

found as directed by the Department. By submitting your application, you agree to the terms of DHEC's draft subaward (Attachment 1). DHEC may change or add terms if appropriate to address concerns specific to a particular subrecipient.

The total dollar amounts available under this RFGA and may be divided among more than one awardee. If there are three or more valid applications, the top application as scored by the review panel will receive up to 50% of the funding, the 2<sup>nd</sup> highest up to 30%, and the 3<sup>rd</sup> highest up to 20%. If there are two valid applications, the top application will receive up to 60% of the funding and the other application up to 40%. The SRAE Program will post the Notice of Award on the DHEC website at: <https://www.scdhec.gov/abstinence>.

The total dollar amount available under this RFGA is anticipated to be **\$743,127.00** More than one applicant may receive an award based on the scope and strength of applications received as determined by the review panel, as long as the total amount awarded under this RFGA does not exceed \$743, 127.00. Awards may be increased or decreased due to amount and/or availability of funding at the time of the awards. If funds are not appropriated, the RFGA/award may be canceled

### **Eligibility:**

Applicant must be a non-profit 501(c)(3) agency who has a minimum of a three (3) year documented history of providing abstinence (avoidance) until-marriage program services using an educational curriculum for which funding is being applied and as outlined in the Scope of Services. Applicant must have the capability in all respects to perform fully the grant requirements and the integrity and reliability which will assure good faith performance which may be substantiated by past performance. The programs/curricula to be used **must meet all** the Title V, Section 510 **A-F definitions (also see Section III.A.4)** as defined in the 2018 Social Security Act and **must be certified by the National Abstinence Education Association.**

### **How to Apply:**

See the Request for Grant Applications (RFGA) Section III for additional details regarding information to be included with your submission. A cover letter should be included and signed by an authorized representative of the applicant. Eligible applicants must submit the required documents to either the mailing address or physical address listed above.

### **Deadline:**

The deadline for receiving all applications is, by Monday, November 23, 2020 by 2:30P.M. EST.

### **Questions & Answers:**

Questions will be accepted until 5:00 P.M. EST, November 6, 2020. All questions must be submitted in writing to Charkeishia Moore at [moorecl@dhec.sc.gov](mailto:moorecl@dhec.sc.gov). Responses will be emailed and posted on the DHEC website November 11, 2020 by 5:00 PM EST.

### **Available Funding Date:**

Awards are contingent upon available funds by the State of South Carolina. Final selection of successful applicants is anticipated to be made and notifications released on or before **December 4, 2020**. Final Grant Agreements will be executed to be effective when signed by both the subrecipient and DHEC. **December 31, 2020** is the approximate start work date. Only work done in accordance with the effective dates of the Subaward will be compensated. A draft copy of the Subaward is included in the RFGA (Attachment 1).

**Budget Form for Title V Sexual Risk Avoidance Education Grant Program Applications:**

Each application must be accompanied by a budget summary and narrative justification that the project can be carried out for the budget requested. If applicants are currently receiving funding (Federal, State or Private) from additional sources, a “Cost Allocation Methodology” must be included with the budget. A sample budget template is included in Attachment II. Applications received without a budget proposal will be rejected and not considered by the review panel. For updates after initial posting of this Request for Grant Application process, please visit our website at <http://www.scdhec.gov/Health/ChildTeenHealth/Teens/AbstinenceEducation/>.

All vendors and must have a state vendor number to receive reimbursement from DHEC. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your organization 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 these 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 SC State Museum. Do not enter using the main museum entrance. To enter 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 DHEC logo (blue awning). 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.

**Public Information, Confidentiality**

DHEC is subject to the S.C. Freedom of Information Act (FOIA), S.C. Code Ann. § 30-4-10 et seq. All records and information prepared, owned, used, possessed, or retained by DHEC are public records and are subject to public disclosure unless exempt from FOIA.

**South Carolina Department of Health and Environmental Control (DHEC)  
Federal Title V State Sexual Risk Avoidance (SRA) Education Program - FY 2021 Grant Year**

**Request for Grant Applications (RFGA)**

**I. BACKGROUND**

In FY2018, the U.S. Congress amended Section 510 of the Social Security Act (42 U.S.C § 710), by section 50502 of the Bipartisan Budget Act of 2018 (Pub. L. No. 115-123), and further by section 701 of Division S of the Consolidated Appropriations Act, 2018 (Pub. L. No. 115-141) to authorize funding to US DHHS. The Title V State Abstinence/SRA Education program supports funding to states, territories or other entities to provide education to youth 10-19 that normalizes the optimal health behavior of avoiding non-marital sexual activity. The program is designed to teach youth personal responsibility, self-regulation, goal setting, healthy decision-making, a focus on the future, and the prevention of youth risk behaviors such as drug and alcohol usage without normalizing teen sexual activity.

**II. SCOPE OF GRANT PROPOSAL**

DHEC solicits proposals from state and local public or non-profit organizations who can document their capacity to implement programs utilizing SRAE strategies which normalize the optimal health behavior of avoiding non-marital sexual activity to youth ages 10-19 in priority areas of the state as outlined in Table A. The organization(s) must have the documented infrastructure capacity to operate on a cost reimbursement basis.

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

Projects must focus on the social, psychological and health gains to be realized by delaying initiation of sexual activity and engaging in healthy relationships.

Sexual education programs that promote the use of contraceptives are NOT ELIGIBLE for funding under this RFGA. If information on contraceptives is provided, it must be medically accurate and complete and ensure that students understand that contraception offers physical risk reduction, but not risk elimination. Education cannot include demonstrations, simulations, or distribution of contraceptive devices.

Each awarded applicant shall use Federal SRAE funds administered by DHEC to provide services in the same or substantially same manner as detailed in DHEC's FY2018 SC State SRA Education Plan, which can be found at: <https://scdhec.gov/abstinence> .

**A. Federal Subaward Period (Program Period and Budget Period):**

Applications from all eligible applicants will be considered. The program and budget period is approximately nine (9) months and will begin on December 31, 2020 or when Federal Subawards are fully executed, whichever is later, and will end on September 30,2021. Awards are subject to funding availability from U.S. DHHS to DHEC.

**B. Available Funding:**

The total dollar amounts available under this RFGA totals **\$743,127.00** dependent on an approved state application and availability of federal funds. The dollar amount awarded to the selected applicant(s) will be based on fund availability and the strength of applications submitted in response to the RFGA as evaluated by the review panel.

## APPLICANT FUNDING IS DEPENDENT UPON RECEIPT OF STATE FUNDS BY DHEC:

### C. Cost Sharing/Match Requirements and restrictions:

There is no cost sharing/match requirement for these federal funds. Awardees must agree to use these funds only in accordance with the provisions of all applicable federal and state laws, regulations, policies and other terms and conditions governing this program and governing the use of federal funds. General and program specific Terms and Conditions can be found at <https://www.acf.hhs.gov/grants/mandatory-formula-block-and-entitlement-grants>

**NOTE:** These funds may not be used for the following:

- To supplant ongoing or usual activities of any organization involved in the project
- To reimburse pre-award costs
- To support planning efforts and other activities associated with the program or application
- For fundraising, political education or lobbying activities
- To purchase or improve land, or to purchase, construct, or make permanent improvements to any building.

### D. Eligibility

1. Eligible applicants are state and local public or non-profit organizations who can document their capacity to implement programs utilizing SRAE strategies which normalize the optimal health behavior of avoiding non-marital sexual activity to youth ages 10-19 in priority areas of the state as outlined in Table A.
2. The organization(s) must have the documented financial ability to operate on a cost reimbursement basis.
3. Applicants must have the capability in all respects to perform fully the grant requirements and the integrity and reliability which will assure good faith performance which may be substantiated by past performance.

### E. Risk Assessment

As noted in the [Code of Federal Regulations 2 CFR 200.331 \(b\)](#), DHEC as the pass-through entity of federal grant awards is responsible for monitoring subrecipients for compliance with all requirements of the award and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

Pre-award - DHEC has adopted a best practice approach of performing pre-award risk assessments before applicants receive Federal subawards. This best practice is consistent with 2 CFR 205. The pre-award risk assessment (**see Attachment III**) is in the form of a survey/questionnaire to be completed by the applicants/potential subrecipients. A completed pre-award risk assessment survey must be included with the application

Post-award - The post-award frequency of future monitoring will be determined by identification of any risk factors which would indicate a need for increased monitoring. Actual subrecipient performance will be monitored on an ongoing basis.

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

1. Risk assessment surveys
2. Desk audits of documentation
3. Reviewing the actions taken by the subrecipients to ensure obligations of subawards are being met

4. Interviews with the subrecipients, their clients and program staff
5. Reviewing financial stability (financial statements)
6. Assessing the quality of management systems and ability to meet the management standards prescribed in 2 CFR 200
7. Reviewing the prior history of the subrecipient's performance in managing Federal awards
8. Reviewing findings from audits

F. Service Delivery Area/Target Population:

SRAE programs must provide services to youth populations between the ages of 10 and 19. In addition, programs may target services to vulnerable youth populations to include: those living in under-resourced areas or areas with high teen birth rates and STIs, culturally underrepresented youth populations, especially Hispanic, African American, or Native American, youth in or aging out of foster care or adjudication systems, youth who are victims of trafficking, runaway or homeless. DHEC's intent for this funding is for SRAE programs to lower rates of:

- Out-of-wedlock births
- Abortion
- Adolescents 19 years old and younger who engage in sexual intercourse;
- Sexually Transmitted Infections (STI) and
- Teen pregnancies and births

Applicants should utilize Table A below to guide in the selection of targeted county/counties for program delivery. Priority areas are designated (1 through 5, with 1=highest priority) based on the most recent rates available for a subset of the indicators mentioned. Applicants are encouraged to plan services in Priority Areas 1-3. Applicants may be deducted up to 2 pts for not serving priority areas of 1,2 or 3. However, if the applicant plans services in Priority Areas 4-5, the applicant must provide justification for the inclusion of lower priority counties (such as plans to serve a high-risk population as described above or a larger number of youth).

Planning, service coordination, and communication are encouraged so that only one (1) organization and/or program type is funded in each area with federal resources. Current sub-grantees provide direct services to adolescents in schools and/or community organizations physically located in the following counties: Allendale, Barnwell, Bamberg, Berkeley, Charleston, Cherokee, Darlington, Dorchester, Florence, Greenwood, Greenville, Lee, Orangeburg, Richland, Sumter, and Williamsburg. Efforts should also be made to coordinate plans with prevention services provided by other youth-serving partners to create a multi-pronged approach to teen pregnancy prevention across the state.

**Table A: Priority Target County Areas for FY 2021 Title V SC SRAE Funding**

<b>Priority Area 1</b>	<b>Priority Area 2</b>	<b>Priority Area 3</b>	<b>Priority Area 4</b>	<b>Priority Area 5</b>
<i>Counties Scoring Above the South Carolina Rate in at least 7 indicators*</i>	<i>Counties Scoring Above the South Carolina Rate in at least 6 indicators*</i>	<i>Counties Scoring Above the South Carolina Rate in at least 5 indicators*</i>	<i>Counties Scoring Above the South Carolina Rate in at least 4 indicators*</i>	<i>Counties Scoring Above the South Carolina Rate in 3 or below indicators*</i>
Anderson Bamberg Barnwell Cherokee Chesterfield Darlington Horry Laurens Marlboro Orangeburg Sumter	Allendale Calhoun Chester Colleton Dillon Florence Greenwood Hampton Oconee Spartanburg Union	Aiken Clarendon Jasper Kershaw Lancaster Lee Marion McCormick Saluda Williamsburg	Beaufort Fairfield Newberry Richland York	Abbeville Berkeley Charleston Dorchester Edgefield Georgetown Greenville Lexington Pickens
*The information above reflects SC’s priority areas for Abstinence Education based on: (1) Teen pregnancy rates, ages 10-19; (2) Teen abortion rate, ages 10-19; (3) Teen birth rates, ages 10-19; (4) Rate of births to unmarried teens, (5) sexually transmitted disease rates; ages 10-19; (6) Teens in Foster Care rate, ages 10-19; (7) Teens in Poverty rate, ages 10-19; and (8) Population quantiles. Rankings are based on 2017 rates for females 10-19 years of age. Data Sources: SCDHEC, Division of Biostatistics, the STI/HIV Prevention Program and Kids Count.				

G. State Goal and Performance Measures:

The goal of the SC SRAE program is to increase the proportion of adolescents, ages 10-19, voluntarily refraining from sexual activity as a means to prevent teen pregnancy and STI by providing education that normalizes the health behavior of avoiding non-marital sexual activity. Programs are school-based, community-based, or faith-based, and must be evidence-based or evidence-informed, medically accurate, culturally appropriate and age-appropriate for the target population. Programs funded by the FY2021 Title V State SRAE grant will incorporate positive youth development (PYD) strategies that empower youth to build healthy life skills and protective factors that mitigate the impact of past and future negative factors.

State Performance Measures for FY 2021 include:

1. By September 30, 2021, a minimum of 4,000 SC youth ages 10-19 will have been served through a SRAE program in either a school, community, or faith-based program;
2. By September 30, 2021, a minimum of 3,000 SC youth ages 10-19 will complete at least 75% of a SRAE program in either a community, school, or faith-based setting in priority areas of SC;

3. By September 30, 2021, 3,000 adults will have received information on SRAE and effectively communicating with youth on sexual health topics; and
4. By September 30, 2021, SC SRAE sub-grantees will complete a minimum of 10 parent/child events in targeted communities in SC.

This RFGA funding is intended to impact the state measures listed above.

### III. SCOPE OF WORK/SPECIFICATIONS:

#### A. REQUIRED ACTIVITIES

The successful applicant(s) awarded under this grant application shall:

1. Ensure that DHEC Federal Subaward Agreement terms and conditions are followed during implementation of programs.
2. Submit application and all required attachments by 2:30 pm on **Monday, November 23, 2020**.
3. Develop and submit a detailed program description and implementation plan with ten (10) month goals, objectives and activities. The plan must demonstrate ability to provide SRAE programs to youth ages 10-19 in identified priority areas in the state (Table A).
4. Ensure that in all programs, the unambiguous and primary emphasis and context for items A-F described below is a message to youth that normalizes the optimal health behavior of avoiding non-marital sexual activity (A-F criteria is established by [Section 510\(b\)\(3\) of the 2018 Social Security Act](#)):
  - a) The holistic individual and societal benefits associated with personal responsibility, self-regulation, goal setting, healthy decision making, and a focus on the future.
  - b) The advantage of refraining from non-marital sexual activity in order to improve the future prospects, and physical and emotional health of youth.
  - c) The increased likelihood of avoiding poverty when youth attain self-sufficiency and emotional maturity before engaging in sexual activity.
  - d) The foundational components of healthy relationships and their impact on the formation of healthy marriages and safe and stable families.
  - e) How other youth risk behaviors, such as drug and alcohol usage, increase the risk for teen sex.
  - f) How to resist and avoid and receive help regarding sexual coercion and dating violence, recognizing that even with consent, teen sex remains a youth risk behavior.
5. Ensure that curricula and supporting materials have documentation of being evidence-based or evidence-informed and effective for the chosen population. At a minimum, the evidence-based or evidence-informed programming must comply with the following requirements:
  - a) Provide data that demonstrates how the selected curriculum and overall proposal systematically applies key program elements that have been found to be effective in



positive youth behavior change, especially delaying initiation of sexual activity, returning to a lifestyle without sex, and refraining from non-marital sex. The selected interventions must be promising practices or have evidence of effectiveness with the target populations.

- b) Teach the benefits associated with personal responsibility, self-regulation, goal setting, healthy decision-making, healthy relationships, avoiding poverty, resisting sexual coercion and dating violence and other youth risk behaviors, such as drug and alcohol usage.
  - c) Provide formal training for facilitators/educators on the program strategies, approaches, and interventions. This training must be delivered by professionals who can provide follow-up technical assistance to facilitators.
6. Determine whether the curriculum can be adapted subject to copyright restrictions, implemented with fidelity, and adhere to the core curriculum components.
  7. Provide educational programs for youth that are inclusive and non-stigmatizing, based on adolescent learning and developmental theories for the age group receiving the education, and culturally appropriate, recognizing the experiences of youth from diverse communities, backgrounds and experiences.
  8. Ensure that all educational materials used in the program are medically accurate and complete which means the information is verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals or comprising information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective, and complete.
  9. Utilize a positive youth development (PYD) framework for risk-avoidance strategies to help participants build healthy life skills and protective factors that mitigate the impact of past and future negative factors, empower participants to make healthy decisions, provide tools and resources to prevent pregnancy and STIs, and prevent youth engagement in other risky behaviors.
  10. Use approaches to link program participants to services of local community partners that support the safety and well-being of the target population. (e.g.: substance abuse, tobacco cessation, mental health issues and intimate partner violence).
  11. Provide letters of support from school, community or faith-based partners.
  12. Ensure that programs do not violate any portion of the SC Comprehensive Health Education Act when implemented in a school setting. <http://www.scstatehouse.gov/code/t59c032.php>
  13. Monitor and report to DHEC and the state program evaluator on program implementation and outcomes through required performance measures to be provided by ACYF.
  14. Attend required trainings provided by DHEC (No more than two annual trainings anticipated).
  15. ACYF will select a subset of awarded state projects to participate in one or more rigorous federal evaluations. If South Carolina is selected for participation in a National Evaluation, awarded sub-Subrecipients must also agree to participate.

16. Ensure that DHEC grant agreement terms and conditions are followed during implementation of programs.

**B. SUBAWARD REQUIREMENTS: GENERAL AND FUNDING RELATED**

1. **Funded subrecipients must allow DHEC and/or staff from U.S. Department of Health and Human Services Administration on Children, Youth, and Families on-site for site visits and must make financial, programmatic, evaluation, and other records available as requested.**
2. The following annual background checks are required for any staff, volunteers, or subcontractors who provide education to minors:
  - a. A state fingerprint-based background check to be conducted by the State Law Enforcement Division (SLED) to identify any state criminal history;
  - b. A fingerprint-based background check to be conducted by the Federal Bureau of Investigation to identify any other criminal history;
  - c. State and National Sexual Offender Registry Checks; and
  - d. Central Registry Check through SC Department of Social Services

Estimated cost of these background checks is \$50 per person and should be included in the budget.

3. **Funded subrecipients must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:**
  - a. Financial Management: Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. Financial records must identify the source and application of funds and must be supported by invoices and other source documentation (balance sheet and profit/loss statement).
  - b. Program Progress: Progress in providing SRAE programs and expending funds will be reviewed.
4. Organizations seeking fiscal support must develop a nine (9) month budget summary and **budget** narrative, which clearly explains how the funds will be used (see Attachment II).
5. If **applicants** utilize an indirect cost rate, they must provide a copy of the approved indirect cost rate letter from the federal cognizant agency. Applicants without a federally negotiated indirect rate may elect to utilize a *de minis* indirect cost rate of 10% of direct costs. <https://federalregister.gov/d/2013-30465/p>.
6. No **funds** may be used to make cash payments to intended recipients of services.
7. Upon request, funded subrecipients must provide an audited financial statement that reflects the latest completed independent financial audit with the organization's response to any identified audit exception. This must demonstrate that the funded subrecipient has the infrastructure and experience to efficiently and effectively manage the funding applied for.
8. All procurements above the simplified acquisition threshold must be approved by the Program Manager before completion (2 CFR §200.88).

## C. SUBAWARD REPORTING REQUIREMENTS

The funded subrecipient(s) will provide programmatic and financial reports as required by the federal and state SRAE Programs. These requirements are:

### 1. Quarterly meetings and progress reports

Subrecipients will attend quarterly meetings with DHEC SRAE staff for the purpose of providing an oral and written overview of Federal Subaward efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities.

### 2. Semi-Annual Reports:

Subrecipients will submit monthly data to DHEC and are required to complete the state semi-annual performance reports. Subrecipient(s) must agree to monitor and report to DHEC on program implementation and outcomes through performance measures to be provided by ACYF. ACYF anticipates that subrecipients will be required to track five broad categories of performance measures: (1) output measures (e.g., number of youth served, hours of service delivery); (2) fidelity/adaptation; (3) implementation (e.g., community partnerships, competence in working with the identified population); (4) short-term outcome measures (e.g., behavioral, knowledge, and intentions) and (5) community data (e.g., STI rates, teen birth rates, substance use rates, and other rates of risk behavior). Subrecipient semi-annual narrative and data report information is due to DHEC:

- By April 10, 2021 – for the period December 31, 2020 - March 31, 2021
- By September 10, 2021 – for the period April 1, 2021 – September 30, 2021. (dates subject to change based on federal reporting requirements)

### 3. Additional Documentation and Reporting Requirements:

Within 15 days after signing the Federal Subaward Agreement subrecipients will provide Federal Funding Accountability and Transparency Act (FFATA) information via e-mail to DHEC SRAE staff in accordance with the terms listed in the Federal Subaward Agreement.

### 4. Annual Subrecipient Risk Assessment

Subrecipient performance will be monitored on an ongoing basis. The post-award frequency of future monitoring will be determined by identification of any risk factors which would indicate a need for increased monitoring (See Attachment III).

## D. SUBAWARD ACCOUNTABILITY/EVALUATION MEASURES:

The funded subrecipient(s) awarded under this grant opportunity will be expected to:

1. Utilize proven effective evaluation methodologies and strategies to monitor, measure, and report programmatic progress, achievement, and successes.
2. Assure the confidentiality and data security of client-specific information.
3. Participate in collection of ACYF-required performance measures for evidence-based programs and monthly reporting of them to DHEC and/or the state-level evaluator. These include but are not limited to:
  - a Having youth complete federally mandated entry and exit surveys
  - b Recording attendance data for youth participating in evidence-based programs

- c Record implementation data such as hours of programming delivered, and dates and times of delivery.

#### E. SUBAWARD BUDGET

The subaward (s) will be awarded for a period of approximately nine (9) months, from December 31, 2020-September 30, 2021. Total amount of funding available is **\$743,127.00**

If throughout the course of a subaward year a budget revision is necessary and exceeds ten percent (10%) of the amount allocated for that budget category, the applicant must make a written request to DHEC for approval of the revision. **The budget revision will not be authorized unless the applicant receives written approval from DHEC.**

Subrecipients shall not subcontract any of the work or services to be covered by this Federal Subaward without the prior written approval of DHEC (see Attachment 1, Terms and Conditions, item 2).

#### IV. INFORMATION FOR APPLICANTS TO SUBMIT - SCORING CRITERIA

Format Requirements:

1. Proposals must be prepared on 8 X 11-inch paper, 12-point font, Times New Roman, 1.5-inch spacing with 1-inch margins and bound in a standard 3-ring binder. Pages should be printed on one side and numbered.
2. Information must be provided in the order in which it is requested.
3. Proposals must have dividers separating and identifying items in sections as they appear in the table of contents. Content within each divided section must be provided in the order requested and must be clearly labeled. (Dividers are not included in the page number count.)
4. Proposal packets must not exceed a total of 75 pages. All pages must be clearly numbered in one serial number set, handwritten if necessary.
5. Submit one original and four (4) copies, each in separate binders. Copies should each be marked "Copy".

To be considered for award, all proposals must include, at minimum, responses to the information requested in this section. Scoring points associated with each section are noted in parentheses. Entities applying should restate each of the items listed below and provide their response immediately thereafter. Proposals will be evaluated by a review panel using the criteria outlined below. **If for any reason, the applicant did not follow the requested guidelines, the application will not be considered for evaluation.**

#### **ALL INFORMATION SHOULD BE PRESENTED IN THE LISTED ORDER:**

##### **A. COVER LETTER**

The cover letter must include the following information:

- 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 federal subaward agreement with DHEC (see Attachment 1 – Sample Federal Subaward).
- The cover letter must be signed by a person who has the authority to commit the organization to a Federal Subaward.
- Service Area: The location of proposed program delivery with county/counties and zip codes(s).
- Curriculum: List of proposed curriculums, version, and all support materials to be used for the project.
- Budget amount: requested amount.

- Contact Person Information: Name, address, phone number, email address.

## **B. TABLE OF CONTENTS**

Provide a **one-page** table of contents document that includes all the items 1-5 listed below. This will not be included in the page limit.

Each topic and the scoring elements for each are defined in greater detail below.

1. Program Assurances
2. Organizational Experience and Qualifications
3. Program Description and Implementation Plan
4. Reporting and Evaluation
5. Budget and Budget Narrative

## **C. REQUIRED ELEMENTS AND SCORING CRITERIA**

### **1. PROGRAM ASSURANCES (Not scored, but required for application to be considered responsive)**

- a. Applicants must provide a letter of certification that an independent review has been conducted of the defined program curriculum and that the information contained meets all of the federal SRAE A-F guidelines as defined by Section 510(b) (3) of the 2018 Social Security Act. (See Section III. A. 4)
- b. Applicants must provide a letter of certification stating that the curriculum defined within the application packet has been reviewed and found to be medically accurate and complete for the target population to be served. This means that the information is verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals, where applicable; or comprising information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective, and complete.
- c. Provide documentation of the evidence-base or evidence-support of the SRAE curriculum and its effectiveness for the chosen population. Applicants must utilize an evidence-based or evidence-informed approach and/or effective strategies that have demonstrated impacts on delaying initiation of sexual activity in teens. Applicants should select curriculum with proven effectiveness for the target populations to be served. Evidence-based is defined by ACYF as “interventions, strategies, approaches, and/or program models that have been evaluated using rigorous evaluation design such as randomized controlled or high-quality quasi-experimental trials and that have demonstrated positive impacts for youth, families, and communities”. Evidence-informed is defined as “interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from youth and families to identify and deliver services that have promise to achieve positive outcomes for youth, families, and communities.”
- d. Applicants must provide a letter of assurance, signed by the organization’s leadership, that the program will not violate any portion of the SC Comprehensive Health Education Act if implemented in a school setting. The letter should be signed by a person who has the authority to commit the organization to a Federal Subaward.
- e. Applicants must provide school, community or faith-based partner letters of support (if applicable).
- f. Applicants must provide a completed W-9 Form.
- g. Applicants must complete a pre-award Subrecipient Risk Assessment survey (Attachment III) and submit one copy with the application.

### **2. ORGANIZATIONAL EXPERIENCE AND QUALIFICATIONS (6 points possible)**

- a. Describe the length of time the organization has been in existence and its previous experience in providing SRA education. Include the length of time using the curriculum for which funding is being applied.
- b. Provide an **organizational chart (a list is not an acceptable substitute)** reflecting the applying organization’s governance, programs/services and staffing.
- c. List the organization’s board of directors with each member’s name and title.
- d. List all of the organization’s offices or locations (including street addresses and telephone numbers).
- e. If the applying organization is a non-profit 501(c) (3), provide a Certificate of Existence, also known as a Certificate of Good Standing, from the Secretary of State. This certificate states that an entity is in good standing with the Secretary of State’s Office, and has, to the best of the

- Secretary of State's knowledge, filed all required tax returns with the Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
- f. List any lawsuits that have been filed against the applicant for all services related to the services that will be provided under this state proviso Include the status and a background on the claim. If not applicable, state that that no lawsuits have been filed against the applicant related to services that will be provided under this SRAE grant.
  - g. Submit the completed Subrecipient Risk Assessment Survey or confirm that a risk assessment has been submitted to DHEC in 2020.
  - h. State whether or not the organization or anyone in the organization or on the Board of Directors has a conflict of interest as described in Section J, Paragraph 26 of the Federal Subaward Agreement. If so, provide details of the conflict of interest.

3. **PROGRAM DESCRIPTION AND IMPLEMENTATION PLAN (24 points possible)**

- a. Describe the ability to begin provision of services within thirty (30) days of grant execution.
- b. Identify the selected service area. Applicants are encouraged to plan services in Priority Areas 1-3. however, if services are planned for Priority Areas 4-5, the applicant must provide justification for the inclusion of lower priority counties, such as plans to serve a high-risk youth population or a larger number of youths. (See Table A).
- c. Identify and describe the target youth population, between the ages of 10-19 to be served. Describe how your program will provide sexual risk avoidance education to vulnerable youth populations, to include but not limited to, youth living in under-resourced regions and areas with high rates of teen births and STIs, culturally under-represented youth populations, especially Hispanic, African American, or Native American teenagers, youth in or aging out of foster care or adjudication systems, youth who are victims of trafficking, runaway and homeless youth, and others.
- d. Describe the utilization of a positive youth development (PYD) framework as part of risk avoidance strategies to teach youth personal responsibility, self-regulation, goal setting, healthy decision-making, a focus on the future, and the prevention of youth risk behaviors such as drug and alcohol usage without normalizing teen sexual activity.
- e. Describe the process to be used in providing the SRA education program to youth and describe the staffing needed to provide the services described. List the schools, faith-based, and/or other youth-serving community-based organizations with which your agency will collaborate.
- f. Explain how formal training is provided for educators on the program's strategies, approaches, and interventions, including fidelity. This training must be delivered by professionals who can monitor performance and provide follow-up technical assistance.
- g. Identify a plan for providing referral resources for program participants to prevention-related, supportive health care service providers as needed (e.g., substance abuse, tobacco cessation, mental health and intimate partner violence). Programs should include how referrals will be made to other services and how follow up will take place, when appropriate.
- h. Describe services that any formal partners will be providing and their role towards accomplishing stated objectives. Describe how your organization will collaborate with these partners while providing SRAE programs within the area to be served.
- i. Describe the method of notifying parents of the youth to be served about the content to be provided and with the opportunity to preview the curriculum and exempt their children from the program if desired.
- j. Describe any potential barriers or problems and your consideration of them.
- k. Describe any training that educator staff will receive to promote a trauma-informed approach, which involves understanding and responding to the symptoms of chronic interpersonal trauma and traumatic stress, as well as the behavioral and mental health consequences of trauma.

4. **REPORTING AND EVALUATION (10 points possible)**

- a. Clearly define the program goal and objectives based on the state goal and objectives. Utilize SMART format for stating objectives to describe the project's reach and impact (Specific, Measurable, Achievable, Relevant and Timed).
- b. Provide a Logic Model which follows a logical progression and can be measured.
- c. Describe the system your organization will use to collect data on attendance, demographic information of youth served, unduplicated counts of youth and adults served, and evaluation of success in demonstrating impacts on sexual behaviors of program participants. Include protocols and timelines for data collection
- d. Applicant must agree to collect all the federally developed SRAE performance measures provided by ACYF and report them to DHEC and/or the state-level evaluator on a monthly basis, in preparation for semi-annual reports as required in April 2021 and October 2021.
- e. Applicant must agree to participate in a National Evaluation if the state is selected by ACYF.

5. **BUDGET NARRATIVE AND SUMMARY (10 points possible)**

- a. Organizations seeking fiscal support must develop a nine (9) month budget summary and narrative for December 31, 2020 -September 30, 2021. which clearly explains how the funds will be used to support SRAE programs. Applicants must provide detailed narrative justifications for all planned expenditures by budget category. The justification must define all key program personnel by name, position title, qualifications (including education and experience), primary program function, linkage to one or more annual performance objectives, and percentage of time on the project (see Attachment II for a sample budget summary form and instructions for completing narrative justification).
- b. Describe how the applicant will track program income, revenue, and expenditures.
- c. All costs must be allowable, adequately documented, necessary to the award and reasonable when compared to market prices for similar goods and services. **Curriculum cost must be comparable to that of other SRAE curriculum. Reimbursement of costs more than \$350-400 for instructor manuals and \$10 for student workbooks is generally not allowed, without justification of higher costs.**
- d. If the applicant has received previous funding from DHEC and is using the same curriculum and materials, state number, if any, student or teacher's books that remain on hand. The cost of additional materials needed to serve the estimated number of participants should be included in the budget.
- e. All travel-related expenses must adhere to SC governmental state guidelines. An overview of State/DHEC Travel Reimbursement Policies for Vendors can be found in attachment I-C (pg. 41).
- f. Indirect Expenses – Note: if applicant utilizes an indirect cost rate, they must provide a copy of the approved indirect cost rate letter from the federal cognizant agency. Applicants without a federally negotiated indirect rate may elect to utilize a de minis indirect cost rate of 10% of direct costs. <https://federalregister.gov/d/2013-30465/p-> . No more than ten percent (10%) of the total grant may be used for administrative costs.

Note: If throughout the course of a grant year budget revision is necessary and exceeds ten percent (10%) of the amount allocated for that 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.



## **6. POINT DEDUCTIONS**

Points will be deducted from the total score of any past subgrantees who did not meet required deliverables in their most recent subgrant as follows:

- a. Failure to provide demographic and implementation data on a monthly basis: -2 points
- b. Failure to provide quarterly reports on expenditures and participation: -2 points
- c. Failure to provide information requested for semi-annual report by due date requested by coordinator: -2 points
- d. Failure to attend all required meetings and trainings: -2 points
- e. Failure to provide documentation requested to justify expenses: -2 points

### **ATTACHMENTS:**

Attachment I. Draft Federal Subaward Agreement

Attachment II. Budget Template and Instructions for Narrative Justification

Attachment III. DHEC Subrecipient Risk Assessment Survey

Attachment IV. Procedure for Dispute Resolution

Attachment V. Policy and Procedures for Background Checks for Grant Recipient and Subrecipient Staff Working with Minors

**ATTACHMENT I**  
**FEDERAL SUBAWARD AGREEMENT**  
**BETWEEN**  
**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
**AND**  
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 a.k.a. Passthrough Entity) and Subrecipient's Full Legal Name as specified on W-9/SCEIS a.k.a. Subrecipient.

**A. PURPOSE:**

To provide education to youth ages 10-19 that normalizes the optimal health behavior of avoiding non-marital sexual activity.

**B. SCOPE OF SERVICES**

Subrecipient Shall:

Provide localized Sexual Risk Avoidance Education programs/services in accordance with all requirements stated herein and in FY2020-RFGA-MC-911, including any amendments, and as described in the Subrecipient's application.

**C. SOURCE OF FUNDING and AMOUNT**

The current amount of funding for this subaward is \$ 743,127.00 from the following sources:

*SOURCE OF FUNDS (SOF1) "Federal Title V State Sexual Risk Avoidance Education Grant"*

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

**D. PROJECT PERIOD**

The project period for SOF1 "Federal Title V State Sexual Risk Avoidance Education Grant" begins on **December 31, 2020** and ends on **September 30, 2021**.

**E. PERIOD OF PERFORMANCE**

This Subaward shall become effective on **December 31, 2020** or **whenever all parties have signed**, whichever is later and ends on **September 30, 2021**. Only work done in accordance with the effective dates of this Subaward will be compensated.

**F. COMPENSATION**

1. **Budget** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this subaward. Allowable costs will be determined in accordance with 2 CFR Part 200, Subpart E and other applicable law.

2. **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.
3. **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.
4. **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 subcontract 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.

5. **Travel**  
Reimbursement of Subrecipient's travel expenses, including mileage and subsistence (meals), incurred in connection with the services under this Subaward will be limited to the standard rates for State employee travel in effect during the period of this Subaward and will be included within the maximum amount of the Subaward. The standard rates for mileage and subsistence can be found at <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change annually.

Reimbursement for room and board will be at the established federal 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 subject to seasonal fluctuations and must be verified prior to making each reservation.

Subrecipient must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel may be eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

6. **Method of Payment** The Subrecipient shall submit a monthly request for payment (invoice) for services rendered as outlined in the Scope of Services and approved budget. Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into this subaward. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Invoice should reflect reimbursable expenses for the previous month's activities.

Please refer to the attachment "SUBAWARD FINANCIAL SUPPORTING DOCUMENTATION & INVOICES" for details on invoice submission and supporting documentation.

Mail requests for payment to the attention of program contact:

Name: Windy L. Holliday

Mailing address: 2100 Bull Street Columbia, SC 29201

Email address: [Hollidwl@dhec.sc.gov](mailto:Hollidwl@dhec.sc.gov)

7. **Return of Funds: Subrecipient must return any funds determined by audit or otherwise to have been improperly paid.**

#### **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**

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](mailto: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](mailto: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 required to promptly address audit findings through a corrective action plan, including repayment of any funds determined to have been improperly paid. 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** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.

2. **GRANT SPECIFIC TERMS AND CONDITIONS**

- a. If information on contraceptives is provided, it must be medically accurate and complete and ensure that students understand that contraception offers physical risk reduction, but not risk elimination.
- b. Education cannot include demonstrations, simulations, or distribution of contraceptive devices.
- c. The Subrecipient must receive prior DHEC approval of the targeted geographical locations in which the Subrecipient plans to provide services in order to ensure there shall be no duplication of effort of another Subrecipient.
- d. The Subrecipient must initiate services within 30 days of the award.
- e. The Subrecipient shall implement and monitor all aspects of its project and document progress made toward achievement of identified efforts, activities, deliverable, objectives and goals according to Subrecipient's work plan.
- f. The Subrecipient must meet 90% or greater of the target number of youth and adult participants specified in the application.
- g. The Subrecipient must ensure at least 1 staff member attends trainings or participates in conference calls that DHEC designates as mandatory.

3. **REPORTING REQUIREMENTS**

- a. Risk Assessment Survey  
Subrecipient will be required to complete and return a risk assessment survey if one has not been completed within the past year.
- b. Audit Verification  
Subrecipient will be required to complete and return a statement verifying subrecipient's status as to the single audit requirement.
- c. Audit Results  
If a single audit, program specific audit or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.
- d. Cost Allocation  
If the subrecipient manages multiple funding sources, the subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.

e. FFATA

Funding for this subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA). If the annual value of this subaward is equal to or greater than \$25,000 at any time during this subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist within 15 days of signing the Federal Subaward.

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

f. Financial Reporting

Quarterly financial expenditure reports must be submitted within 15 calendar days of the end of each quarter.

g. Programmatic Reporting

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

1. Attend quarterly meetings with DHEC SRAE program staff for the purpose of providing an oral and written overview of Federal Subaward efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities.
2. The Subrecipient agrees to participate fully if the state is selected by ACYF for a site visit or a National Evaluation.
3. Semi-Annual Federal Reports: The Subrecipient will submit monthly data to DHEC required to complete the state semi-annual performance report within 15 calendar days of the end of each month. Subrecipient agrees to monitor and report to DHEC on program implementation and outcomes through performance measures to be provided by ACYF. Semi-annual narrative and data reports are due to DHEC SRAE staff:
  - By April 10, 2021 – for the period January 1, 2021 - March 31, 2021
  - By September 10, 2021– for the period April 1, 2021– September 30, 2021 (dates subject to change based on federal reporting requirements)

4. **SAM (SYSTEM for Award Management)**

On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly a termination of the subaward.

5. **MINORITY BUSINESS** Subrecipient must make positive efforts to use small and minority owned businesses and individuals.

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

7. **RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for 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 three-year period, or if audit findings have not been resolved at the end of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Subrecipient shall allow DHEC to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or allow inspections of facilities or locations required under this paragraph may result in immediate termination of this Subaward with no further obligation on the part of DHEC. In all cases the Subrecipient is required to promptly address audit findings through a corrective action plan, including repayment of any funds determined to have been improperly paid. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Contract with no further obligation on the part of DHEC.

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

#### **8. TERMINATION**

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

b. DHEC funds for this Subaward are payable from 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.

c. DHEC may terminate this Subaward for cause, default, or negligence on the Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from DHEC. DHEC may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

9. **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.



10. **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.
11. **DRUG FREE WORKPLACE** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.
12. **STANDARD OF CARE** Subrecipient will perform all services under this Subaward in a good and workmanlike manner and **WITH** at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.
13. **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, contract, equitable indemnification, or any other theory or claim.
14. **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.
15. **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.

16. **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.
17. **DEBARMENT** Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this 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.
18. **SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as the Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
19. **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:**

Charkeishia Moore  
Sexual Risk Avoidance Education Program Manager  
SC Department of Health & Environmental Control Bureau of Maternal and Child Health  
Box 101106, Columbia, SC 29211  
Phone: (803) 898-0811  
Fax: (803) 898-2065  
moorecl@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.

Compliance with Laws Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.

20. **THIRD PARTY BENEFICIARY** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third party beneficiary or otherwise.
21. **INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DHEC upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
22. **SEVERABILITY** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
23. **WAIVER** DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DHEC Subawards Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.
24. **PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.
25. **ATTACHMENTS/ADDENDA** Attachments, addenda or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.

- FFATA Checklist
- DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Subaward Invoices and Supporting Documentation
- Budget Template
- Subrecipient Risk Assessment Survey
- Procedures for Dispute Resolution
- Policy and Procedures for Background Checks

## 26. **CONFLICT OF INTEREST**

Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict of interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DHEC in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict 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.

- ## 27. **PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE**
- DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated

against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from DHEC's Contracts Manager or Bureau of Business Management.

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

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

28. **OTHER REPRESENTATIONS OF SUBRECIPIENT** Subrecipient represents and warrants:
- (a) Subrecipient has the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
  - (b) Subrecipient's execution and performance of this Subaward do not violate or conflict with any other obligation of Subrecipient.
  - (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
  - (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
  - (e) Subrecipient has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, award, or subaward, except as disclosed in Exhibit \_\_\_\_\_.
  - (f) Subrecipient is a  Corporation,  Limited Liability Company, or  Other \_\_\_\_\_ (select one) 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.
29. **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.
30. **SURVIVAL:** Clauses which by their nature require performance or forbearance after the Contract period will survive termination, cancellation, or expiration of the Contract unless expressly provided otherwise in the Contract or an amendment.

31. **TIME:** Unless specified otherwise: (a) "days" in this Contract means calendar days; (b) in computing any period of time prescribed or allowed by this Contract, 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.
32. **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 Contractor. Contractor 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.
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 contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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 contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including contracts, 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 Federal 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 Federal Subaward, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Federal Subaward 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](mailto: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 Federal Subaward.

35. **REVISION OF LAW** The provisions of the Subaward are subject to revision of State or federal statutes and regulations and requirements governing the federal Title V State Sexual Risk Avoidance Education (SRAE) Grant Program.

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. **HIPAA TRAINING** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Subaward, Subrecipient will ensure that its employees/agents are educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before



initiating performance of this Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Subaward.

38. **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 Federal Subaward hereby agree to any and all provisions of the Federal Subaward as stipulated herein.

<p>SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL</p> <p>BY: _____ Kimberly Seals, MSPH, MPA Director Bureau of Maternal &amp; Child Health</p> <p>DATE: _____</p> <p>MAILING ADDRESS: SC DHEC - Public Health Contracts Bureau of Business Management 2600 Bull Street Columbia, SC 29201-1708 803-898-0515</p> <p><i>This is a sample copy of a Federal Subaward, for informational purposes. Awarded applicant would be required to sign a Federal Subaward with SCDHEC before any billable services could be provided. A Federal Subaward will be mailed to awarded applicant for signature after the award posting period has ended.</i></p>	<p>SUBRECIPIENT'S FULL LEGAL NAME</p> <p>BY: _____ Signor Name Title</p> <p>DATE: _____</p> <p>MAILING ADDRESS: _____ _____</p> <p>Phone: _____ Fax: _____ E-mail: _____</p> <p>REMITTANCE ADDRESS: (if applicable) _____ _____</p> <p>TAX/EMPLOYER ID: _____ DUNS#: _____</p> <p><u>TYPE OF ENTITY (check one):</u></p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit organization <input type="checkbox"/> Government agency or political subdivision-specify state if not SC: _____ <input type="checkbox"/> Other Governmental body (specify) <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Other (specify) _____</p> <p><u>If a corporation, LLC, partnership, nonprofit organization, or other entity:</u> State of incorporation/organization: _____</p> <p>Registered agent and address in South Carolina: _____ _____ _____</p> <p>SCDLLR or other license # _____</p>
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**ATTACHMENT I-A**  
**SUBAWARD SOURCE OF FUNDING**

**SUBAWARD SOURCE OF FUNDING (SOF) # 1**

(1) Subaward # N/A (2) Subaward Amendment: N/A

(3) Subrecipient Name \_\_\_\_\_

(4) Subrecipient's Unique Entity Identifier (DUNS #) \_\_\_\_\_

(5) Grant Award State Sexual Risk Avoidance Education FY 2021

(6) Federal Award Identification Number (FAIN) 1801SCSRAE (7) FAIN Date September 30, 2020

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

(9) Subaward Period of Performance Start Date December 30, 2020 End Date September 30, 2021

(10) Current Subaward Period of Performance Start Date December 30, 2020 End Date September, 2021

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

(12) Prior Periods Obligated \$ 0.00 (13) Obligated Total \$ \_\_\_\_\_

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

(15) Federal Award Project Description

(16) Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Child & Families

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

(18) CFDA # 93.235 (19) CFDA Title State Sexual Risk Avoidance Education FY 2021

(20) Is the Subaward Research and Development? Yes \_\_\_\_\_ No X

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

(22) Indirect Cost: Federally Negotiated Rate\* \_\_\_\_\_% De minimis \_\_\_\_\_% No Indirect \_\_\_\_\_

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

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

**SUBAWARD SOURCE OF FUNDING (SOF) # 1**

(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
Kimberly N. Seals	2100 Bull Street Columbia, SC 29201	sealskn@dhec.sc.gov	808-898-3780

Prepared by \_\_\_\_\_

Date \_\_\_\_\_

(Program Signature)

Prepared by \_\_\_\_\_

Date \_\_\_\_\_

(Finance Signature)

**ATTACHMENT I-B**

**FFATA DATA CHECKLIST**

**(Return Completed Checklist with Signed SubAward)**

**FFATA DATA CHECKLIST FOR SOURCE OF FUNDING (SOF) # 1**

**Primary Grant Award / Passthrough Entity Data**

(1) Subaward # \_\_\_\_\_ (2) Subaward Amendment #  
\_\_\_\_N/A\_\_\_\_\_

(3) CFDA # and Title 93.235 State Sexual Risk Avoidance Education FY 2021

(4) Federal Awarding Agency: U.S. Department of Health and Human Services, Administration  
for Child &  
Families

(5) Grant Award Title State Sexual Risk Avoidance Education FY 2021

(6) Grant Award Date September 30, 2020 (7) Federal Award Identification Number (FAIN)  
1801SCSRAE

(8) Total Grant Award Amount \_\_\_\_\_ (9) DHEC Unique Entity Identifier (DUNS  
#) 80 8385892

(10) DHEC Principal Place of Performance 2600 Bull Street, Columbia, SC 29201-1708

**(11) Federal Award Project Description**

=====

**Subaward / Subrecipient Data**

(12) \_\_\_\_\_ Subrecipient

(13) Subrecipient DBA Name

(14) Subrecipient Unique Entity Identifier (DUNS #) \_\_\_\_\_

(15) Subrecipient Address (include zip +4 digits): \_\_\_\_\_

(16) Subaward Date \_\_\_\_\_ (17) Subaward Amount (must be  
>=\$25,000) \_\_\_\_\_

(18) Subaward Principal place of Performance \_\_\_\_\_

(19) Subaward Area of Benefit (congressional districts)  
\_\_\_\_\_

(20) Subrecipient Parent Unique Entity Identifier (DUNS #)  
\_\_\_\_\_

**FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION**

(21) 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 \_\_\_\_\_

(22) 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.

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

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

NAME	TOTAL COMPENSATION
1.	
2.	
3.	
4.	
5.	

Subrecipient  
by: \_\_\_\_\_

Completed



## ATTACHMENT I-C

### Overview of State of SC/DHEC Travel Reimbursement Policies for Vendors & Subrecipients Updated Jan 2020

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:
    - o **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.
    - o **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
    - o **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.
    - o **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
- o **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:
  - o Regular meal receipts at or below State allowances and not included in registration fees are not required.
  - o 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.

<b>MILEAGE TYPE</b>	<b>Reimbursement Rate* for travel dates...</b>	
<b>7/1/2018 TO 12/31/2018</b>	<b>1/1/2019 TO 12/31/2019</b>	
<b>REGULAR MILES</b>	<b>\$0.058 per mile</b>	<b>\$0.575 per mile</b>
<b>REDUCED MILES</b>	<b>\$0.54 per mile</b>	<b>\$0.535 per mile</b>

*\*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.

<b>DAILY</b>	<b>In-State</b>	<b>Out-of-State</b>	<b>Departure from home or HQ...</b>	<b>Arrival back to home or HQ...</b>
<b>Breakfast</b>	\$ 8.00	\$ 10.00	prior to 6:30 am	after 11:00 am*
<b>Lunch</b>	\$ 10.00	\$ 15.00	prior to 11:00 am	after 1:30 pm
<b>Dinner</b>	\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
<b>Maximum</b>	\$35.00	\$50.00	prior to 6:30 am	after 8:30 pm

- 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.
  - o 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 full day \$25 for meals.
  - 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/Wi-Fi 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).

## ATTACEMENT I-D

### 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
- 2<sup>nd</sup> 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 "1<sup>st</sup> thru 16<sup>th</sup>" 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 1<sup>st</sup> and 16<sup>th</sup> = \$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 1<sup>st</sup> and 16<sup>th</sup> = \$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% deminimis 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: Deminimis MTDC \* 10% = \$59,200

<b>MODIFIED TOTAL DIRECT COST (MTDC)</b>			
	<b>MONTHLY</b>		
<b>BUDGET LINE ITEM</b>	<b>DIRECT COST</b>	<b>UNALLOWABLE COST</b>	<b>MTDC ELIGIBLE</b>
Direct Salaries	450,000		450,000
Fringe Benefits	60,000		60,000
Travel	15,000		15,000
Equipment (non capitalized)	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
	<b>799,500</b>	<b>-207,500</b>	<b>MTDC = 592,000</b>
		<b>Deminimis 10%</b>	<b>59,200</b>
*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.

**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 II

### BUDGET TEMPLATE AND INSTRUCTIONS FOR NARRATIVE JUSTIFICATION

#### **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

#### **Cost Sharing:**

Costs benefitting 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 Title V SRAE grant costs are shared with other funding sources you should show what portion or percentage is for the Title V SRAE grant and what portion benefits other 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 Title V SRAE grant effort. For example, XYZ Organization's annual rent is \$30,000 and there are 10 staff and 10 office spaces. One staff conducts Title V SRAE Abstinence Education classes, while nine staff conduct other unrelated programs. Therefore, 10% (\$3,000) is charged for rent cost for Title V SRAE grant.

#### **Administrative costs:**

Administrative costs include operating and maintain 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; costs 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. 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 include but are not limited to: administrative costs in excess of the amount allowed by a federal grant, 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. Include staff proposed to be hired if position is vacant or new. Provide a summary description of their job duties related to programs in this proposal. 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 all other payroll taxes, health and dental insurance, life insurance, retirement, 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 these funds, then employer contributions from these funds should equal 75%).

Travel: List all anticipated travel costs. The costs 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 local and direct services and training/conferences that directly relate to the delivery of planned programs. 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 Abstinence Education activities. Equipment should be identified as office, educational/training or other.

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

Contracted Services: These are services you are buying from somewhere else. Contract services include consulting fees and subcontractors. Specify if the contracted service is for administration or direct program services. Subcontractors should be listed separately. **All subcontractors must be approved by DHEC.** Provide the following for each subcontractor:

- How the contract was obtained (competitive bid process, etc.)
- Target audience, as applicable
- Period of contract performance
- Type of contract (fixed, ongoing, etc.)
- Type of organizations solicited
- Description of activities to be provided
- 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 this grant must be indicated. This category should include items such as rent; printing (offset) of brochures/materials; photocopying/duplication; telephone; internet service, postage; utilities (gas, electric, water/sewer); security system; pest control, training and/or meeting expenses (details all costs including room expenses, AV equipment rental, speaker fees, refreshments); insurance; accounting/bookkeeping; data processing; bank charges; dues and subscriptions; 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 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: Applicants without a federally negotiated indirect rate may elect to utilize a *de minis* indirect cost rate of 10% of direct costs OR the costs can be clearly reflected in the appropriate budget categories above.

## Monthly Budget Summary Example

Proposal Budget for: \_\_\_\_\_ (Subrecipient name)  
 Abstinence Education grant: Title V SRAE Grant FY 2021  
 DHEC Contract#: \_\_\_\_\_  
 Federal Grant ID#: \_\_\_\_\_

10 Month Budget (December 30, 2020 – September 30, 2021)					DHEC Grant	In-Kind	Total
<b>Personnel Related Expenses:</b>							
1	<b>Salary &amp; Wage Cost:</b>				\$		\$
	John Smith	\$ per month	12months	\$ salary	100% on project	\$	\$
a.	<b>Function:</b> This position provides direct educational instruction						
	Tom Jones	\$ per month	12months	\$ salary	25% on project	\$	\$
b.	<b>Function:</b> This position provides administrative support for the project.						
2	<b>Fringe Benefit Cost:</b>				\$		\$
	__% of total salary and wage cost						
3	<b>In-Direct Cost:</b> (if applicable)						
<b>Total Personnel Related Expenses</b>					\$		\$
<b>Operational Expenses:</b>							
1	<b>Contracted/Consultant Program Cost:</b>				\$		\$
a.	ABC Baptist Church (XXX County) staff time and meeting space				\$		\$
b.	XYZ Middle School (XXX County) staff time and classroom				\$		\$
2	<b>Equipment Cost:</b>				\$		\$
a.	1-tablet (IPAD), plus monthly air card fee, to support _____(staff) working in XXX County				\$		\$
b.	1-office computer system to be used by _____				\$		\$
3	<b>Supply Cost:</b>				\$		\$
a.	General Office: \$__ per month times 1.25 FTEs times 12 months (FTE # FROM EXAMPLE ABOVE)				\$		\$
b.	Program Materials: Training supplies				\$		\$
c.	Evaluation Materials: (\$__ times __ # of students)				\$		\$
4	<b>Travel Cost:</b>				\$		\$
a.	In-State: __ miles X 12 months X 1-staff member working in XXX County at \$ __ per mile				\$		\$
b.	Out-Of-State (if applicable)				\$		\$
5	Other				\$		\$
<b>Total Operating Expenses</b>					\$		\$
<b>Total Projected Budget</b>					\$		\$

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL  
CONTROL  
SUBRECIPIENT RISK ASSESSMENT SURVEY  
FY2021**

**Date:**

**Subrecipient Name: Address:**

**Address:**

1. Please indicate your financial fiscal year: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

2. Did your organization expend more than \$750,000 in federal grant awards during your last fiscal year?  
Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

(a) If yes, please attach a copy of the finding(s) or supply the published and a copy of your formal response/corrective action plan to all audit findings.

4. Has your organization ever been deemed high risk by another passthrough entity?  
Yes \_\_\_\_\_ No \_\_\_\_\_

5. What type of financial management system does your organization use? (i.e. Spreadsheet, accounting software package, accounting system, etc.) \_\_\_\_\_

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

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6. Does your organization segregate duties between authorization, recording, and custody functions related to procurement, cash management, and payment processes?  
Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you have controls in place to prevent duplicate payments to vendors?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Briefly describe or list controls: \_\_\_\_\_

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8. Does your organization have a time and attendance system supporting payroll?  
Yes \_\_\_\_\_ No \_\_\_\_\_

9. Does your organization allocate costs across multiple grant programs?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Does your organization charge indirect cost to federal grants? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

(a) If No, have you ever had one? Yes \_\_\_\_\_ / When? \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

19. Is your organization:

Individual \_\_\_\_\_ Government \_\_\_\_\_ For profit \_\_\_\_\_ Not for Profit \_\_\_\_\_



20. In addition to being a subrecipient of federal grant funds, is your organization also a primary recipient of federal grant funds?  
Yes \_\_\_\_\_ No \_\_\_\_\_
21. Are your board members or trustees paid from federal grant funds?  
Yes \_\_\_\_\_ No \_\_\_\_\_
22. Do employees who work on federal grant programs have specific references in their current position descriptions regarding their grant responsibilities?  
Yes \_\_\_\_\_ No \_\_\_\_\_
23. Does your organization charge fees for services concurrent with the award?  
Yes \_\_\_\_\_ No \_\_\_\_\_
24. Does your organization use loans to meet cash needs associated with the subaward?  
Yes \_\_\_\_\_ No \_\_\_\_\_
25. Is your organization new to operating or managing state or federal funds?  
Yes \_\_\_\_\_ No \_\_\_\_\_
26. How many employees does your organization employ? \_\_\_\_\_  
What is your organization's employee turnover rate percentage for the past twelve months?  
\_\_\_\_\_ %  
*To calculate turnover: Add the number of employees at the beginning of the period to the number at the end of the period. Divide by two to find the average number of employees; divide the number of employees separated during the period by the average number of employees = employee turnover rate.*
27. Has your organization experienced turnover in management personnel during the last twelve months?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
(a) If yes, what management positions have experienced turnover? (i.e. CFO, Budgets Manager, etc.)  
\_\_\_\_\_  
\_\_\_\_\_
28. During the last twelve months, has your organization converted to a new financial system, or made substantial changes to an existing system? Yes \_\_\_\_\_ No \_\_\_\_\_  
(a) If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
29. Are policies, procedures, and processes regularly reviewed, updated and created to ensure that the organization effectively carries out its programs and activities, including updates that may be needed for grant funds?  
Yes \_\_\_\_\_ No \_\_\_\_\_
30. Does management periodically review all reports, deliverables, expenditures, and other requirements related to grant programs to ensure that guidelines and requirements are being met?  
Yes \_\_\_\_\_ No \_\_\_\_\_

31. Do key personnel assigned to this grant have experience in managing grants and an understanding of the relevant regulations?

Yes \_\_\_\_\_ No \_\_\_\_\_

32. Does your organization maintain a written code of conduct governing the performance of your employees, specifically those employees engaged in the award and administration of contracts?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

42. Does your organization maintain written procurement policies and procedures which provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

44. Has your organization ever been disbarred or suspended?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

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

Please return completed document to the attention of:

Federal Grants Compliance Division - Bureau of Financial Management

DRAFT

## ATTACHMENT IV

### 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.”

Note: If the Governor declares an emergency (due to weather or other extenuating circumstances), the stated deadlines will be stayed or suspended until normal operations are in effect.

- 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 **three (3) business days** 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 Notice of Intent to Award shall email or fax a Notification of Appeal to the Grant Program Manager within **five (5) business days** of the date of posting of the Notification of Award by 5:00 p.m. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. A matter that could have been raised pursuant to (A) as an appeal of the Request for Grant Applications may not be raised as an appeal of the award or intended award of a grant. “Within **three (3) business days** 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 by 5:00 p.m. The Program Area Director will conduct a review and will 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.

Note: Please note that *business days* do not include weekends, state-recognized holidays or declarations of emergency.

## 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 email, 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 by 5:00 p.m. 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 email 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:**

Charkeishia Moore  
SCDHEC  
2600 Bull Street  
Columbia, SC 29201  
Phone: (803) 898 -0811  
Fax: (803) 898-2065  
([Moorecl@dhec.sc.gov](mailto:Moorecl@dhec.sc.gov))

**Program Area Director:**

Kimberly N. Seals  
SCDHEC  
2600 Bull Street  
Columbia, SC 29201  
Phone: (803) 898-3780  
Fax: (803) 898-2065  
([SealsKN@dhec.sc.gov](mailto:SealsKN@dhec.sc.gov))

## ATTACHMENT V

### Policy and Procedures for Background Checks for Grant Recipient and Subrecipient Staff Working with Minors

#### *Policy and Procedures*

#### *For Background Checks for Grant Recipient and Subrecipient Staff Working with Minors*

*Effective Date: Federal Subawards dated on or after 07/01/2019 and following*

*Date Approved: May 7, 2019*

*Program Area: Bureau of Maternal and Child Health; Adolescent Health*

Purpose: To ensure compliance with federal program guidance and provide guidance on compliance methods to DHEC Grant recipients and/or subrecipients.

Policy: Background Checks Required In Accordance with Family and Youth Services Bureau Adolescent Pregnancy Prevention Site Monitoring Tool

Procedure:

1. Grant recipients and subrecipients, whether partially or fully funded, who subcontract with providers or employ staff and/or volunteers to provide education to minors under the Sexual Risk Avoidance Education (SRAE) Program, the Personal Responsibility Education Program (PREP) or the SC State Evidence-Based or Emerging Abstinence Education grant programs with DHEC must make arrangements for staff and/or volunteers to undergo **annually**:
  - a. a state fingerprint-based background check to be conducted by the State Law Enforcement Division (SLED) to identify any state criminal history;
  - b. a fingerprint-based background check to be conducted by the Federal Bureau of Investigation to identify any other criminal history;
  - c. State and National Sexual Offender Registry Checks; and
  - d. A Central Registry Check through SC Department of Social Services
2. Grant recipient must complete or ensure completion of checks of all subcontractors, employed staff and/or volunteers **before** services are initiated in schools, community-based organizations, or other settings where minors will be receiving education or outreach.
3. The following findings will disqualify an employee or volunteer from providing education or other services to minors:
  - a. Registered Sex Offender
  - b. Substantiated history of any type of child abuse or neglect
  - c. Crimes against children
  - d. Felony offenses against persons
  - e. Crimes defined as public indecency
  - f. Crimes involving the use of weapons
  - g. Any violent crime
  - h. Any felony drug-related offense
4. Grant recipient must submit copies of the background checks for each employee or volunteer before implementation of activities, during DHEC scheduled site visits, or upon request.

5. Grant recipients must include adequate funding in their budgets to cover the costs of required background checks. DHEC will reimburse up to \$50 per employee or volunteer.
6. Grant recipients must retain results of completed background checks for six years following the end of the Federal Subaward in accordance with DHEC's retention schedule as specified in the Federal Subaward terms and conditions.

Review: This policy will be reviewed and updated annually.