South Carolina Department of Health and Environmental Control (DHEC)
State Abstinence Until Marriage -Emerging Programs Proviso (anticipated)
Funding Opportunity - FY 2022 Grant Year

REQUEST FOR GRANT APPLICATIONS (RFGA)

State Proviso Abstinence until Marriage - Emerging programs
Posting Date for RFGA: June 4, 2021

ATTENTION! IMPORTANT DETAILS!

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.**

Deadline/Closing Date for Applications:	**July 2, 2021- By 2:30 PM EST**
RFGA Number: FY2022-RFGA-MC-922	

Submit your sealed package to either of the following addresses:	
MAILING ADDRESS: SC DHEC – Public Health Contracts Bureau of Business Management 2600 Bull Street Columbia, SC 29201	PHYSICAL ADDRESS: SC DHEC – Public Health Grant Agreements Bureau of Business Management Mills Jarrett Building – 2nd Floor 2100 Bull St Columbia, SC 29201 **See additional physical address information below**

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

The South Carolina Department of Health and Environmental Control (DHEC) offers this Request for Grant Applications (RFGA) for the anticipated funds administered by DHEC for the State of South Carolina (SC) from the SC Legislative Proviso to DHEC for Abstinence until Marriage -Emerging Programs. Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives as required and stated herein. The use of these funds is subject to all state requirements as outlined in the scope of work. Funds may not be used for any other purpose. DHEC reserves the right to determine if a proposal falls within the scope of activities and is eligible under the stated guidelines. Applications are only accepted during the Request for Applications period and will be evaluated by DHEC program staff for eligibility, then by a panel of independent reviewers based on the scoring criteria stated in the RFGA. Failure to comply may result in disqualification of the application. Additionally, performance on pervious grants will be evaluated, and points may be deducted from applications for an applicant's previous unsatisfactory performance.

DHEC may reject any proposal from a nonresponsive or nonresponsible applicant, regardless of score. 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 demonstrates the present capability in all respects to perform fully the grant requirements and has demonstrated by past performance the integrity and reliability which will assure good faith performance under an award made from this RFGA. DHEC may base responsibility determinations on any available information, historical or contemporaneous, including information not contained in the applicant's submission.

Award of a grant under this RFGA will be in DHEC's sole discretion and will be contingent on execution of a grant agreement, completion of any pending reviews and audits of applicants and satisfactory resolution of issues found as directed by DHEC. By submitting your application, you agree to the terms of DHEC's draft grant agreement, including the adequacy of the Dispute Resolution process (Attachment A). DHEC may change or add terms if appropriate to address concerns specific to a particular grantee.

The total dollar amount available under this RFGA is anticipated to be **$100,000.00**. One applicant will receive an award based on the scope and strength of applications received as determined by the review panel. The amount awarded under this RFGA is dependent upon appropriation of State Funds. If funds are not appropriated, the RFGA/award may be canceled.

Eligibility:

Applicant must be a non-profit 501(c)(3) agency who is committed to and equipped to provide abstinence until marriage program services. The curricula to be used must meet all the Title V, Section 510 (b)(2) A-H definitions, of the 2017 Social Security Act.

Emerging program funding is intended for programs that have not reached the level of evidence-based data to show validation of activity related to Sexual Risk Avoidance Education (SRAE), but which have apparent potential to accomplish the goals of abstinence education. Criteria used to identify qualifying emerging programs include, but are not necessarily limited to,

- New, innovative outreach methods, not previously used in SRAE
- New outreach activities in Priority County areas
- Novel programs that utilize local service area organizations designed to reduce sexual risk avoidance
- Use of the same curriculum for no more than 3 years

To be eligible, programs must offer services to Priority County Areas (table A). Applicants with evidence-based programs do not qualify for this grant but may apply instead for funding under the evidence-based grant program, see FY2022-RFGA-MC-922. Evidence-based programs are 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.

How to Apply:

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

Deadline:

Any application being considered must have been received by DHEC, as described on page 1, prior **July 2, 2021,** by 2:30 P.M. EST

Questions & Answers:

Questions will be accepted until 5:00 P.M. EST, **June 10, 2021**. All questions must be submitted in writing to Charkeishia Moore at moorecl@dhec.sc.gov. Responses will be posted by **June 16, 2021** by 5:00 PM EST.

Available Funding Date:

Awards are contingent upon available funds by the State of South Carolina. Final selection of successful applicant is anticipated to be made and notifications released on or before **July 15, 2021**. Final Grant Agreement will be executed to be effective when signed by both the grantee and DHEC. **August 1, 2021** is the anticipated start work date. Only work done in accordance with the effective dates of the Grant Agreement will be compensated. A draft copy of the Grant Agreement is included in the RFGA (Attachment A).

Budget Form for State Abstinence Education-Emerging Programs Applications:

Every application must be accompanied by a budget summary and narrative with justification that the project can be carried out for the budget requested. A sample budget template is included in Attachment C. 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 grantees must have a state vendor number to receive reimbursement from DHEC. To obtain a state vendor number, visit www.procurement.sc.gov and select 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 grantees must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at http://www.scbos.com/default.htm.)

Additional Physical Address Information:

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

Adjacent to the first floor of the parking garage is a glass door with a SC DHEC logo. This entrance is locked. 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 a determined by DHEC.

South Carolina Department of Health and Environmental Control State Abstinence Education Proviso - Emerging Programs FY 2022

Request for Grant Applications (RFGA #: FY2022-RFGA-MC-922)

I. **SCOPE OF GRANT PROPOSAL**

The State of South Carolina (SC), South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from non-profit organizations who can document their capacity to implement Emerging programs which promote abstinence until marriage program services for youth ages 10-19 in priority areas of the state as outlined in the scope of grant proposal (see Table A, page 6). The organization must provide services in accordance with all provisions and requirements stated herein. The organization(s) must have the documented infrastructure capacity to operate on a cost reimbursement basis.

A. Grant Agreement Period (Program Period and Budget Period):

The program and budget period will begin approximately August 1, 2021. or when grant agreements are fully executed, whichever is earlier and will end on **June 30, 2022.**

B. Available Funding:

The total dollar amount available under this RFGA totals **$100,000.00**. The dollar amount awarded to the selected applicant will be based on fund availability and the evaluation of applications, and other considerations described in the RFGA.

APPLICANT FUNDING IS DEPENDENT UPON RECEIPT OF STATE FUNDS BY DHEC

C. Cost Sharing/Match Requirements:

There is no cost sharing/match requirement for these funds.

D. Eligibility:

1. Eligible applicants must be a **non-profit 501(c)(3) organization** who can document their capacity to implement programs which promote Emerging ABSTINENCE UNTIL MARRIAGE program services for youth ages 10-19 in designated areas of the state as outlined in the scope of grant proposal. The curricula to be used must meet all the Title V, Section 510 (b)(2) A-H definitions of abstinence education. (see page 7 for A-H definitions).
2. Abstinence Education programs that promote the use of contraceptives are NOT **ELIGIBLE** for funding under this RFGA.
3. Programs supported with these funds must be medically accurate.
4. Applicant must have the infrastructure capacity to operate on a cost reimbursement basis. All applicants should understand that disbursements of grant funds are only made as reimbursements for documented allowable costs under this agreement, and therefore grantees must be financially able to pay their costs and expect inherent delays before receiving disbursed funds. Applicants should be able to expect to receive reimbursement within 30-45 days following submission of all required documentation.
5. Applicants must provide a strong rationale for funding based on a new, innovative outreach method, new outreach activities in Priority County areas, not previously served, and novel programs that utilize local service area organizations designed to reduce sexual risk avoidance specific services for which funds are being requested in this RFGA, to include achievement of prior performance outcomes and timely submission of reports for any DHEC grants. Organizations that have received DHEC funds in the last five (5) years must also report the success of their outreach projects. Number of children served as compared to number of children receiving education must be documented in application.

   Example, ABC Organization, planned to educate 1000 children in 2019.

   a. ABC Organization educated 875 children in 2019
   b. ABC Organization planned to educate 400 children in 2017
   c. ABC Organization served 890 children in 2017

E. Service Delivery Area:

SC's target population is high-risk males and females ages 10-19 who reside in priority county areas described below. This funding is not available for services in other counties. The stated purpose of this funding is to enable the State to provide Abstinence Until Marriage teen pregnancy prevention programs, with a focus on those vulnerable youth populations which are most likely to bear children out-of-wedlock. The groups include youth living in under resourced regions and areas with high rates of teen births and STIs, culturally underrepresented 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 other vulnerable youth populations. DHEC's intent for this funding is for abstinence- until- marriage programs to impact selected health indicators, to include decreases in:

- adolescent out-of-wedlock birth rate
- adolescent abortion rates
- number of adolescents 19 years old and younger who engage in sexual intercourse;
- adolescent incidence of STIs; and
- adolescent pregnancy rates

Applicants should utilize Table A as a guide in the selection of targeted county/counties for program delivery. Priority areas are designated (1 through 6, with 1=highest priority) based on the latest rates for the indicators mentioned above. **Applicants are encouraged to provide outreach efforts in priority areas 1, 2 and 3 in their proposal**.

Planning, service coordination, and communication are encouraged so that only one organization and/or program type is funded in each area with state and federal resources. Applicant's program

efforts must not duplicate the programs of an existing sub-grantee. Prior to grant agreements being finalized, the program will ensure non-duplication of services among the grantees. 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.

F. State Goal and Performance Measures:
The overall goals of SC Abstinence Until Marriage are to decrease teen birth rates and teen HIV/STI rates in South Carolina by 1) providing support for school or community-based, abstinence education programs and/or 2) providing support for mentoring, counseling, and adult supervision programs using positive youth development strategies designed to delay the initiation of sexual behavior among youth ages 10-19 residing in priority areas of the state. The program aims to increase the proportion of adolescents postponing sexual activity as a means to prevent teen pregnancy, birth and STIs. The program also aims to increase adult/community support for adolescents to delay sexual activity.

State-funded Abstinence Education Performance Measures for FY 2021-2022:

1. By June 30, 2022, a minimum of 300 SC youth ages 10-19 will complete an Abstinence Until Marriage program in either a community, faith-based or school setting in priority areas of SC.
2. By June 30, 2022, a minimum of 225 adults will have received information on Abstinence Until Marriage and techniques to assist in effectively communicating with youth on sexual health topic.

This RFGA funding is intended to achieve, contribute to, substantially reach the state's performance measures above.

Table A: Priority Target County Areas for FY 2022 State Abstinence Education – Emerging Programs Proviso Funding:

Counties Scoring Above South Carolina State Rate					
Priority Area 1	Priority Area 2	Priority Area 3	Priority Area 4	Priority Area 5	Priority Area 6
Counties scoring above the SC State Rate 5 of 5 Variables	Counties scoring above the SC State Rate 4 of 5 Variables	Counties scoring above the SC State Rate 3 of 5 Variables	Counties scoring above the SC State Rate 2 of 5 Variables	Counties scoring above the SC State Rate 1 of 5 Variables	Counties scoring below the SC State Rate 5 of 5 Variables
Allendale Barnwell Chester Chesterfield Fairfield Greenwood Jasper Lee McCormick Newberry Orangeburg Union	Aiken Cherokee Clarendon Darlington Dillon Florence Hampton Marion Marlboro Saluda Williamsburg	Anderson Calhoun Colleton Edgefield Lancaster Laurens Richland Sumter	Abbeville Bamberg Beaufort Charleston Georgetown Horry Kershaw Oconee Spartanburg York	Berkeley Dorchester	Greenville Lexington Pickens

The information above reflects SC's priority for Abstinence Education based on (1) out of wedlock birth rates; ages 10-19, (2) birth rates; ages 10-19, (3) abortion rates; ages 10-19, (4) sexual transmitted disease rates; ages 10-19, and (5) pregnancy rates; ages 10-19. Rankings are based on 3-year rates by county 2017-2019 for females 10-19 years of age. Data Source: SCDHEC, Division of Biostatistics and STI/HIV Prevention Program

II. **SCOPE OF WORK/SPECIFICATIONS**:

A. REQUIRED ACTIVITIES

The successful applicant awarded under this grant application shall:

1. Develop and submit a detailed program description and implementation plan with eleven-month goals and eleven-month objectives and activities. The plan must demonstrate ability to provide Abstinence Until Marriage, education and/or mentoring programs to youth ages 10-19 in identified priority areas in the state as identified in Table A (above).

2. It is highly recommended that Positive Youth Development (PYD) is included as a part of any risk avoidance strategies to help participants build healthy life skills and protective factors.
3. Provide educational programs for youth that are developmentally appropriate for the intended audience and culturally appropriate, recognizing youth from diverse communities, backgrounds and experiences, inclusive, and non-stigmatizing.
4. For school-based programs, provide letters of support from local school superintendents or other designated school contacts, if applicable.
5. For community and/or faith-based efforts, provide letters of supports from key stakeholders of youth-serving organizations, if applicable.
6. Ensure that all educational materials that are developed for use in the program are medically accurate (see Attachment B).
7. Ensure that programs planned with these funds do not contradict federal A-H guidelines as defined by Section 510(b)(2) of the 2017 Social Security Act, which states that "abstinence education" means an educational or motivational program which:
   a. Has as its exclusive purpose, teaching the social, psychological, and health gains to be realized by abstaining from sexual activity;
   b. Teaches abstinence from sexual activity outside marriage as the expected standard for all school age children;
   c. Teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems;
   d. Teaches that a mutually faithful monogamous relationship in context of marriage is the expected standard of human sexual activity;
   e. Teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects;
   f. Teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society;
   g. Teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances; and
   h. Teaches the importance of attaining self-sufficiency before engaging in sexual activity.
8. Use of curricula and supporting materials that are evidence supported as effective for the chosen population.
9. 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
10. Participate in the statewide Abstinence Until Marriage evaluation process by submission of demographic and implementation data on a **monthly basis** (i.e., attendance roster, pre and post surveys).
11. Ensure that DHEC grant agreement terms and conditions are followed during implementation of programs.

B. GRANT REQUIREMENTS

1. **Funded grantees must allow DHEC on-site for site visits and make records available for financial, programmatic, evaluation and other topical visits and audits. All financial records must be retained by grantee for 6 years.**
2. 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 costs of these background checks is $50 per person and should be included in the applicant's budget.

3. **Funded grantees must be prepared to provide, upon request from DHEC specific documentation of expenditure 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 and terms and conditions of the grant agreement (see Attachment A). The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices, receipts and other source documentation (balance sheet or profit/loss statement, receipts of expenditures, etc.).
   b. Program Progress: Progress in providing Abstinence Until Marriage programs and expending funds will be reviewed. If applicants are currently receiving funding (Federal, State or Private) from additional sources must provide a "Cost Allocation Methodology" budget.

C. FUNDING RELATED GRANT REQUIREMENTS

1. A reimbursement grant provides funding to grantees after expenses have been incurred. Adequate documentation is required to obtain cost reimbursed payments. Grantees must have incurred a cost within the contract term to be eligible for reimbursement. Reimbursement should not be requested for the cost of goods or services that will benefit a prior or future period or another program. Reimbursements are made solely based on the cost accrued the previous month from which the invoice is being submitted. Invoices are not to be submitted based on a 12-month scale, Submission of a budget, budget narrative and implementation/work plan are required (see Attachment C for narrative guidance and a budget template).
2. No funds may be used to make cash payments to intended recipients of services.
3. Awarded organizations may utilize funds from this grant to cover costs such as personnel, consultants, equipment, supplies, grant-related travel and other grant related costs. Funds must be used in a manner consistent with program requirements outlined in this RFGA.
4. Sustainability

   DHEC's goal is to help organizations develop a successful and sustainable program without continued DHEC support. A sustainable program includes:
   a) The ability to continuously reach targeted population and goals
   b) The ability to apply for and receive funds from different states, territories, federal agencies, and private and other funding sources.

   The hope of an emerging program is that within a few years, reliance on DHEC for program funding will not be needed.

D. GRANT REPORTING REQUIREMENTS

The applicant will provide programmatic and financial reports as required by the Abstinence-Until-Marriage Program. These requirements are:

Monthly Invoicing (Excel Document)

Subrecipients must submit monthly invoice by the 15th of every month. Failure to provide timely invoicing may result in the delay of payment approval and reimbursement. Monthly Invoice should include supporting documents examples of supporting documents are vendor invoices, bills of lading, purchase orders, payment vouchers, payroll records, time sheets and bank statements and reconciliations.

Monthly Implementation Plan and Activity Log Submission

Grantees are required to submit monthly implementation plans and activity logs to Department Health and Environmental Control, Abstinence- Until- Marriage Program Coordinator by the fifteen (15) calendar day of the month. Failure to provide in a timely manner may result in the delay of payment approval.

Monthly Data Submission

Subgrantees will participate in a state-level evaluation to monitor effectiveness of the overall Abstinence Until Marriage Program, by sharing of demographic and implementation data monthly. Such data must be provided to Department of Health and Environmental Control within fifteen (15) calendar days after the end of each month. Failure to provide timely data reporting may result in the suspension of payment approval until such time that the required report has been received by DHEC.

Quarterly Reports

Applicant must use DHEC approved reporting mechanisms for tracking and reporting program services. Organizations or individuals awarded grants must provide quarterly reports on expenditures and program participation to DHEC, within fifteen (15) calendar days of the end of each quarter. All quarterly reports must be submitted in a timely manner. Failure to provide timely reporting may result in the suspension of reimbursements until such time that the required report has been received by DHEC. Grantees failing to submit reports within thirty (30) calendar days of the end of each quarter will be terminated.

Quarterly Grantee Meetings

DHEC will schedule quarterly meetings with grantees for the purpose of providing an oral overview of grant agreement efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities. Periodic site visits of grantee programs will be conducted by DHEC staff.

E. GRANT ACCOUNTABILITY/EVALUATION MEASURES:

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

1. Participate in a state-level evaluation to coordinate efforts among grantees and monitor effectiveness of the overall Abstinence Until Marriage Program, by sharing of demographic and implementation data on a monthly basis.

2. Assure the confidentiality and data security of client-specific information.

3. Participate in site visits from DHEC, announced and unannounced.

4. Attend required DHEC sponsored trainings.

F. GRANT BUDGET

Approximately $100,000 of state fiscal year funds are anticipated to fund Emerging Abstinence Until Marriage Education Programs to youth in designated counties, ages 10-19, who are most likely to bear children out of wedlock. *Final funding award is based on DHEC's receipt of State Proviso funding for this purpose.* Determination of award will be based on the merits of the proposed projects as put forth in the grant applications and determined by a panel of independent evaluators.

The grant will be awarded for a period beginning when grant agreements are signed by both parties and ending June 30, 2022 (approximately eleven (11) months).

Organizations seeking fiscal support must develop an 11-month budget for August 1, 2021-June 30, 2022, using the budget template in Attachment C. The budget narrative must clearly explain how the funds will be used.

Funded organization(s) will request reimbursement for expenditures monthly, no later than the 15th of the following month. Final invoice for June 2022 will be due no later than July 5, 2022 to allow for

closeout of the state fiscal year.

III. REQUIRED INORMATION 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. Page one (1) should begin with the Table of Contents.

5. Submit one (1) original and four (4) copies, each in separate binders. Copies should each be marked "Copy."

6. All proposals have the potential of earning 100 points.

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.

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 grant agreement with DHEC (see Attachment A – Draft Grant Agreement).
- The cover letter must be signed by a person who has the authority to commit the organization to a grant agreement.
- Service Area: The location of proposed program delivery with county/counties and zip codes(s).
- Curriculum: List of proposed curricula, 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 listed below. Applicant should number the following sections in the proposal for easier point allocation by panel members.

1. Organizational History, Experience and Qualifications
2. Program Description and Implementation Plan
3. Implementation Plan with Goals and Objectives
4. Reporting and Evaluation
5. Budget and Budget Narrative
6. Program Assurances

1. ORGANIZATIONAL HISTORY, EXPERIENCE AND QUALIFICATIONS (10 POINTS TOTAL)
   - Describe the length of time the applicant organization has been in existence and its previous years of experience in serving youth in the Priority Area(s) chosen. Include the number of years of experiences using the curriculum for which funding is being applied.
   - Provide an organizational chart (a list is not an acceptable substitution) reflecting the applying organization's governance, programs/services and staffing.
   - List your Board of Directors and officers with each member's name and title.
   - List all your offices or locations (including street addresses and telephone numbers).
   - List any grants a state or federal government entity awarded to the organization or to any parent, subsidiary, or affiliate of the organization in the past five years for abstinence education and, for each, identify the grant (title, date, grant #), the awarding agency, the receiving organization, amount, and a contact with the awarding agency and describe the program outcomes, any supporting data, any compliance issues that arose in connection with the grant, and the resolution of the issues. "Affiliate" includes but is not limited to any organization under partial or total common ownership or control with applicant organization.
   - Provide a current 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
   - List name and version of the curriculum to be utilized and describe **all support materials** to be used while implementing Abstinence Until Marriage and/or mentoring program.
   - 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 no lawsuits have been filed against the applicant related to services that will be provided under this state proviso.
   - Applicants must provide a strong rationale for funding based on sustained and documented history of providing the services to youth. This includes achievement of prior grant performance, outcomes, and timely submission of reports. Organizations that have received DHEC funds in the last five (5) years must also report the success of their outreach.

2. PROGRAM DESCRIPTION (20 POINTS TOTAL)
   - Describe the ability to begin provision of services within thirty (30) calendar days of grant execution.
   - List and describe the abstinence education program to be provided with abstinence funds and how many youths will be served.
   - Identify the selected service area. (See Table A).
   - 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.
   - Describe the process to be used in providing the Abstinence Until Marriage 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.

- Explain how formal training is provided to 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
- 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
- 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.
- 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.

3. IMPLEMENTATION PLAN WITH GOALS AND OBJECTIVES (50 POINTS TOTAL)

- Describe how your program will provide abstinence education to youth populations that are high-risk or vulnerable for pregnancies or otherwise have special circumstances. Youth that are the most high-risk or vulnerable for pregnancies include culturally underrepresented youth populations, youth in or aging out of foster care or adjudication systems, pregnant or parenting teens and runaway/homeless youth.
- Applicants may utilize a curriculum that is emerging or promising. This is a growing body of literature on effective interventions for reducing teen pregnancy. These interventions range in program models and target populations. Applicants are encouraged to utilize an approach and/or effective strategies that have demonstrated impacts on delaying initiation of sexual activity.
- Describe how harassment based on race, sexual orientation, gender, gender identity (or expression), religion and national origin are prohibited.
- Describe how staff will promote a trauma-informed approach.
- Describe services that any formal partners will be providing and their role towards accomplishing state objectives. Describe how your organization will collaborate with these partners while providing abstinence education and/or mentoring programs within the area to be served.
- Utilize SMART (Specific, Measurable, Achievable, Relevant and Timed) objectives to clearly define goals and objectives based on state goals and objectives.
- Describe any potential barriers or problems and how they will be addressed.

4. REPORTING AND EVALUATION (10 POINTS TOTAL)

- Describe the experience the organization has in record keeping of when and how services are provided and evaluating programs to the target population.
- 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 success in demonstrating impacts on sexual behaviors of program participants. Include protocols and timelines for data collection.

- Applicant must agree to participate in the statewide Abstinence Until Marriage evaluation process by monthly submission of demographic and implementation data. Organizations must provide impact or outcome data, such as pre/posttest surveys that ask about participants confidence in using refusal skills, understanding of program material and/or intentions to remain abstinent.

5. BUDGET NARRATIVE AND SUMMARY (10 POINTS TOTAL)
   - Applicants must develop an eleven-month budget for August 1, 2021-June 30, 2022. The budget must clearly explain how the funds will be used.
   - Budget Narrative justification and budget summary: 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 C for a sample budget summary form and instructions for completing narrative justification).
   - Describe how the organization will track program income, revenue, and expenditures.

- **All travel related expenses must adhere to SC governmental state guidelines).(Reference:https://www.cg.sc.gov/guidanceandformsforstateagencies/Pages/travelformsmileagerate.aspx)**

Grantees shall not subcontract any of the work or services to be covered by this Grant Agreement without the prior written approval of DHEC (see Attachment A, Terms and Conditions, item 2).

If throughout the course of a grant year a budget revision is necessary and exceeds ten percent (10%) of the amount allocated for that budget item, the applicant must make a written request to DHEC for approval of the revision. The budget revision must receive written approval from DHEC before funds can be spent or committed.

6. PROGRAM ASSURANCES (Not scored, but required for application to be considered eligible and responsive)

For an application to be considered responsive, the applicant must provide the following:

a. A letter of certification that an independent review has been conducted of the defined program curriculum and that the information contained meets all federal A-H guidelines as defined by Section 510(b)(2) of the Social Security Act (See Section II. A. 9);
b. A letter of certification stating that the program/curriculum defined within the application packet is medically accurate. Certification must be dated prior to submission of the application packet (See Attachment C–Medical Accuracy Guide);
c. 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 grant agreement
d. Schools, faith-based or community partner letters of support (if applicable);
e. A completed W-9 Form; and

Attachments:

A. Draft Grant Agreement
B. Medical Accuracy Guidance
C. Sample Budget form and instructions for completing narrative justification
D. Procedure for Dispute Resolution

Attachment A
Draft Grant Agreement

GRANT AGREEMENT (DRAFT)

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

[NAME OF GRANTEE]

This Grant Agreement by and between the South Carolina Department of Health and Environmental Control, Bureau of Maternal and Child Health (DHEC) and [Name of Grantee] (Grantee), is to provide localized abstinence education programs/services which promote delayed initiation of sexual activity in youth, in keeping with Section 510(b)(2) of the Social Security Act and as outlined in DHEC's Agency Funding Opportunity Number FY2022-RFGA-MC-922 Request for Grant Applications (Addendum).

The parties to this Grant Agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide localized abstinence education programs/services in accordance with all requirements stated herein, as outlined in the Addendum and the Grantee's application response. The Grantee must receive prior DHEC approval of the targeted geographical locations in which the Grantee plans to provide services in order to ensure there shall be no duplication of effort of another grantee. The Grantee shall begin implementation and monitoring of all aspects of its project and document progress made toward achievement of identified efforts, activities, deliverable, objectives and goals according to grantee's work plan.

B. TERM OF GRANT AGREEMENT:

This Grant Agreement shall be effective approximately August 1, 2021, or when all parties have signed, whichever is later and shall terminate June 30, 2022. Only work done in accordance with the effective dates of this Grant Agreement will be compensated.

C. COMPENSATION:

1. DHEC agrees to reimburse the Grantee for the provision of approved services as described in Section A up to the amount of $100,000 during the term of this Agreement.

2. In no event will the total amount to be paid under this Grant Agreement exceed $100,000 for the Grant Agreement period of approximately August 1, 2021 or when all parties have signed, through June 30, 2022. Allowability of costs will be determined in accordance with generally accepted cost principles, including but not limited to those identified in federal grant regulations at 2 CFR Part 200 Subpart E. State-funded grants may use the cost principles of 2 CFR Part 200 as a non-binding guide to allowability.

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

4. Travel:

   a. Grantee's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this Grant Agreement and will be included within the maximum amount of the Grant Agreement.

(Reference:https://www.cg.sc.gov/guidanceandformsforstateagencies/Pages/travelformsmileagerate.aspx)

b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at https://www.gsa.gov/travel/plan-book/per-diem-rates.

c. Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for Grant Agreement reimbursements of out-of-state travel, Grantee must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

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

D. METHOD OF PAYMENT:

The Grantee shall submit a monthly invoice for payment of services rendered as outlined in the Scope of Services, as follows.

1. The invoice must include the name and address of the Grantee, the Grant Agreement Number, a brief description of the Scope of Services provided, the period covered, an itemized listing of expenses incurred with categorical break-out as required by the DHEC program, the total amount of the reimbursement, and supporting documentation for expenditures as required by DHEC.

2. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the Grant Agreement period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Mail requests for payment to S.C. Department of Health and Environmental Control, Windy Holliday, Program Coordinator, 2100 Bull Street, Columbia, S.C., 29201.

3. Source of Funds: State funds made available through South Carolina Legislative Proviso XX.XX (DHEC: Abstinence Until Marriage Emerging Programs), 2021 Act No. XX and 2021 Act No. XXX (numbers to be updated once passed). DHEC's Point of Contact for financial information regarding payments made under this Grant Agreement:

   Kim Paradeses
   Bureau Director
   Bureau of Financial Management
   2600 Bull Street,
   Columbia, SC 29201

E. REPORTING REQUIREMENTS:

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

1. Organizations or individuals awarded grants must provide monthly reports implementation plans, and expenditures to DHEC as outlined in the SRAE manual. The SRAE manual will be sent once contracts are fully executed.

2. Organizations or individuals awarded grants must provide quarterly reports on expenditures and participation to DHEC within fifteen (15) days of the end of each quarter. Grantees failing to submit reports within thirty (30) days of the end of each quarter will be terminated.

DRAFT

3. DHEC will be available for quarterly meetings with grantees for the purpose of providing an oral overview of grant agreement efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities. Quarterly financial expenditure reports must be submitted. Copies of required annual background checks for each employee, volunteer, or subcontractor providing education to minors must be available for review upon request.

F. TERMS AND CONDITIONS:

1. MINORITY BUSINESS
   Grantee must make positive efforts to use small and minority owned businesses and individuals.

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

3. ASSIGNMENT: Grantee cannot assign or transfer the Grant Agreement or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Grantee is considered an assignment.

4. AMENDMENTS: The Grant Agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the Grant Agreement.

5. RECORDKEEPING, AUDITS, & INSPECTIONS: Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years (three years for federal subrecipients) or other longer period required by law after termination, cancellation, or expiration of the Grant Agreement, and make records available for inspection and copying and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Grant Agreement may result in immediate termination of this Grant Agreement with no further obligation on the part of DHEC.

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

6. TERMINATION:
   Either party may terminate this Grant Agreement by providing thirty (30) calendar days written notice of termination to the other party.

   DHEC funds for this Grant Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Grant Agreement, it shall terminate upon written notice to Grantee 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 Grant Agreement.

DRAFT

DHEC may terminate this Grant Agreement for cause, default or negligence on the Grantee's part at any time without thirty days advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.

7. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, religion, color, sex, age, national origin, disability, 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.

8. INSURANCE: During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. If Grantee 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.

9. DRUG FREE WORKPLACE: By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107- 10 et seq., as amended.

10. STANDARD OF CARE: Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Grantee and Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.

11. NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY: Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires DHEC to indemnify , hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Grant Agreement, equitable indemnification, or any other theory or claim.

12. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Grant Agreement.

13. CHOICE OF LAW: The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

14. DISPUTES: Disputes between DHEC and Grantee over DHEC's evaluation of an expenditure by Grantee as

DRAFT

"not allowed" will be subject to the Procedures for Dispute Resolution attached to the RFGA (RFGA Attachment D). Those procedures constitute the exclusive means of resolving a dispute between DHEC and Grantee over the allowance of costs. All other disputes, claims, or controversies relating to the Grant Agreement 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 Grant Agreement, Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DHEC regarding the Grant Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and is not a consent to the jurisdiction of any court or agency of any other state.

15. DEBARMENT: Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of Grant Agreements by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Grant Agreement for cause in addition to other remedies available.

16. SERVICE OF PROCESS: Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

17. NOTICE: All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

    GRANTEE:
    [Name, address, telephone, fax, email]

    DHEC:
    Charkeishia L.Moore, MSW, LMSW
    Director, Division of Children's Health and Perinatal Services
    S.C. Dept. of Health & Environmental Control Box
    101106, Columbia, SC 29211
    Office: (803)898-0811
    Fax: (803)898-0577
    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.

18. COMPLIANCE WITH LAWS: Grantee shall comply with all applicable laws and regulations in the performance of this Grant Agreement.

19. THIRD PARTY BENEFICIARY: This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third- party beneficiary or otherwise.

20. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. Grantee shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether

voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts/Grant Agreements against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Grant Agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by DHEC upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

21. SEVERABILITY: The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

22. WAIVER: DHEC does not waive any prior or subsequent breach of the terms of this Grant Agreement by making payments on the Grant Agreement, by failing to terminate the Grant Agreement for lack of performance, or by failing to enforce any term of the Grant Agreement. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Grant Agreement. Any waiver must be in writing.

23. PLACE OF CONTRACTING: This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.

24. ATTACHMENTS/ENTIRE AGREEMENT: The RFGA and any attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement. This Grant Agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Grant Agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Grant Agreement take priority over any conflicting or inconsistent terms of any of other document, invoice, or communication between the parties.

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

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from DHEC's Contracts Manager or Bureau of Business Management.

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

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

DRAFT

or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

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

27. 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.

28. 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.

29. TIME: Unless specified otherwise: (a) "days" in this Grant Agreement means calendar days; (b) in computing any period of time prescribed or allowed by this Grant Agreement, 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.

30. 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.

31. RETURN OF FUNDS: Any funds paid by DHEC and not used for completion of services in accordance with this Grant Agreement shall be returned to DHEC.

32. COMPLIANCE REPORTS: Any funds paid by DHEC and not used for completion of services in accordance with this Grant Agreement shall be returned to DHEC. On request from DHEC, Grantee will return funds received from DHEC as reimbursement for costs that are later determined, through audit or otherwise, to have been unallowable or funds determined to have been otherwise improperly paid.

33. CONFIDENTIALITY:
    a. Grantee will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92,191 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

DRAFT

information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

b. Grantee will not, unless required to perform its responsibilities under this Grant Agreement or required by law (as determined by a court or other governmental body with authority):

   i. access, view, use, or disclose confidential information without written authorization from DHEC;
   ii. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
   iii. make any copy of confidential information or remove or transfer this information to any location or media.

c. Grantee will direct any request it receives for confidential information obtained through performance of services under this Grant Agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt**.** If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DHEC inspection and audit. If Grantee is a South Carolina public body subject to the Freedom of Information Act (FOIA), Grantee may disclose information to the extent required by FOIA without a court order, but will make reasonable efforts to consult with DHEC before any disclosure

d. Grantee must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law. If Grantee is a business associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, as amended, 42 U.S.C. §§1320d-1329d-9, and regulations (45 CFR Parts 160 and 164), Grantee will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Grantee and Grantee's employees, agents, and subcontractors to sign DHEC Form #321A, the DHEC Grantee Confidentiality Agreement, to protect information contained in a particular DHEC program area.

e. Grantee must immediately notify the DHEC Compliance Officer at 803-898-9269; 1-888-843-3718, or at compliance@dhec.sc.gov, and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.

f. Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.

34. REVISIONS OF LAW: The provisions of the Grant Agreement are subject to revision of State or federal regulations and requirements governing the Abstinence Education Grant Program.

35. LICENSE/ACCREDITATION: Grantee represents and warrants that Grantee and Grantee's employees and/or agents who will perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and Grantee has not received notice from any governmental body

DRAFT

of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.

36. HIPAA TRAINING: Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Grant Agreement, Grantee 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.) Grantee will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Grant Agreement.

37. INDEMNIFICATION:
"Claims" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Grant Agreement, and to the fullest extent permitted by law, Grantee shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Grant Agreement or, in whole or in part, in the performance of services pursuant to this Grant Agreement. Further, Grantee shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Grantee's breach of this Grant Agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this Grant Agreement. Grantee shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Grantee of the assertion of the claims alleged to be covered under this clause. Grantee's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Grant Agreement.

38. CONFLICT OF INTEREST
Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee. Grantee must disclose in writing to DHEC any potential conflicts of interest whether existing at the time of or arising after execution of this Agreement. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Grantee's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Grantee's officers, employees, or agents.

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

Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Grantee is unable or may appear to DHEC to be unable to be impartial in conducting a procurement action or other purchase or acquisition of services or materials in a transaction involving a related organization.

The parties to the Grant Agreement hereby agree to any and all provisions of the Grant Agreement as stipulated here.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: _____

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

DATE: _____

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

This is a draft copy of a Grant Agreement, for informational purposes. Applicants should review this Agreement carefully to ensure understanding and acceptance of the terms before submitting applications. Awarded applicant would be required to sign a Grant Agreement with SCDHEC before any billable services could be provided. A Grant Agreement will be mailed to awarded applicant for signature after the award posting period has ended

GRANTEE

BY: _____

Name
Title

DATE: _____

MAILING ADDRESS:

_____
_____
_____

REMITTANCE ADDRESS: (if different from mailing address)

TAX/EMPLOYER ID#: _____
DUNS #: _____

TYPE OF ENTITY (check one):

- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Nonprofit organization
- ☐ Government agency or political subdivision - specify state if not SC: _____
- ☐ Other Governmental body (specify)_____
- ☐ Individual/sole proprietor
- ☐ Other (specify) _____

If a corporation or LLC, or nonprofit organization:
State of incorporation/organization:
_____
_____

Registered agent and address in South Carolina:
_____
_____
_____

SCDLLR or other license # _____
_____

Attachment B - Medical Accuracy Guidance

ACYF/FYSB

Abstinence Education Grant Program

Medical Accuracy Guidance

Family and Youth Services Bureau

AEGP Medical Accuracy Resource Guidance

Section 510 of the Social Security Act requires all States to certify that "all abstinence education materials that are presented as factual be grounded in scientific research." This guidance provides a working definition of medical accuracy as well as a tip sheet for a medical accuracy review process as well as resources for additional guidance, instruction, and scientifically supported information to assist states in conducting medical accuracy reviews.

Potential for Review

We ask all grantees to monitor and document the medical accuracy review process. FYSB may request documentation of medical accuracy reviews from grantees as a resource to both help monitor existing program and improve the overall Teen Pregnancy Prevention Division medical accuracy review process.

ACF Liability

ACF does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, link, product, or process disclosed in information included herein. ACF does not intend to provide specific medical advice, but we may provide grantees with information. ACF encourages all grantees to consult qualified health care providers and or medical evaluators when assessing programmatic medical accuracy.

Defining Medical Accuracy and the Legislative Requirements

Medical Accuracy Medical accuracy means that **medical information must be "verified or supported by the weight of research conducted** in compliance with accepted scientific methods and published in peer-reviewed journals, where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete." If States choose to teach values-based perspectives, it is permissible under this statute. However, a State may not present information as factual when it reflects a value or opinion instead of fact. The requirement for States receiving funding under section 510 of the Social Security Act is that they will certify that "all abstinence education materials that are presented as factual will be grounded in scientific research." This certification pertains to any materials presented by sub-awardees of the State as well. The 2010 Funding Opportunity Announcement (FOA) included specific instructions for certifying medical accuracy.

Section 317P(c)(2) of the Public Health Service Act

Mass produced educational materials that are specifically designed to address sexually transmitted diseases/infections (STDs/STIs) are required by section 317P(c)(2) of the Public Health Service Act (42 U.S.C. §247b-17(c)(2)) to contain medically accurate information regarding the effectiveness or lack of effectiveness of condoms in preventing the STDs/STIs the materials are designed to address. In general, information on contraceptives, if included, must be medically accurate, objective, complete, and should include information on the effectiveness or lack of effectiveness of the type of contraception discussed in the curriculum.[1]

Applicants must sign the assurance contained in *Appendix B* of the AEGP Funding Opportunity Announcement (FOA) and submit it with their application for funding.

Should ACYF/FYSB find medically inaccurate information during the review process, or at any time during the grant project period(s), grantees will be required to correct the inaccuracies.

Tip Sheet

1. **Establish a review mechanism**: One systematic way to review materials is using panels of experts. We recommend creating a panel to establish a review system involving medical experts, curriculum experts, and/or program staff. You may wish to ask sub grantees to establish panels at the program level. If the requirement is "passed-on" to the local program level, the State grantee should specify minimum panel composition requirement(s) that address how to set up a panel and who is qualified to serve as a "medical accuracy panel reviewer." Requirements might address the number of panelists, meeting procedures, proposed panelists' credentials, certifications, licenses,

1 For more information please see: U.S. Government Accountability Office Decision V-3018128, "Abstinence Education:
Applicability of Section 317P of the Public Health Service Act." 2006.

organizational affiliations, etc. As a monitoring check on this, States may require the sub-grantee to submit a panel membership roster and/or provide minutes or summaries of panel meetings. There should be some documentary evidence that local programs deliberate on the accuracy of their instructional program via these proposed panels.

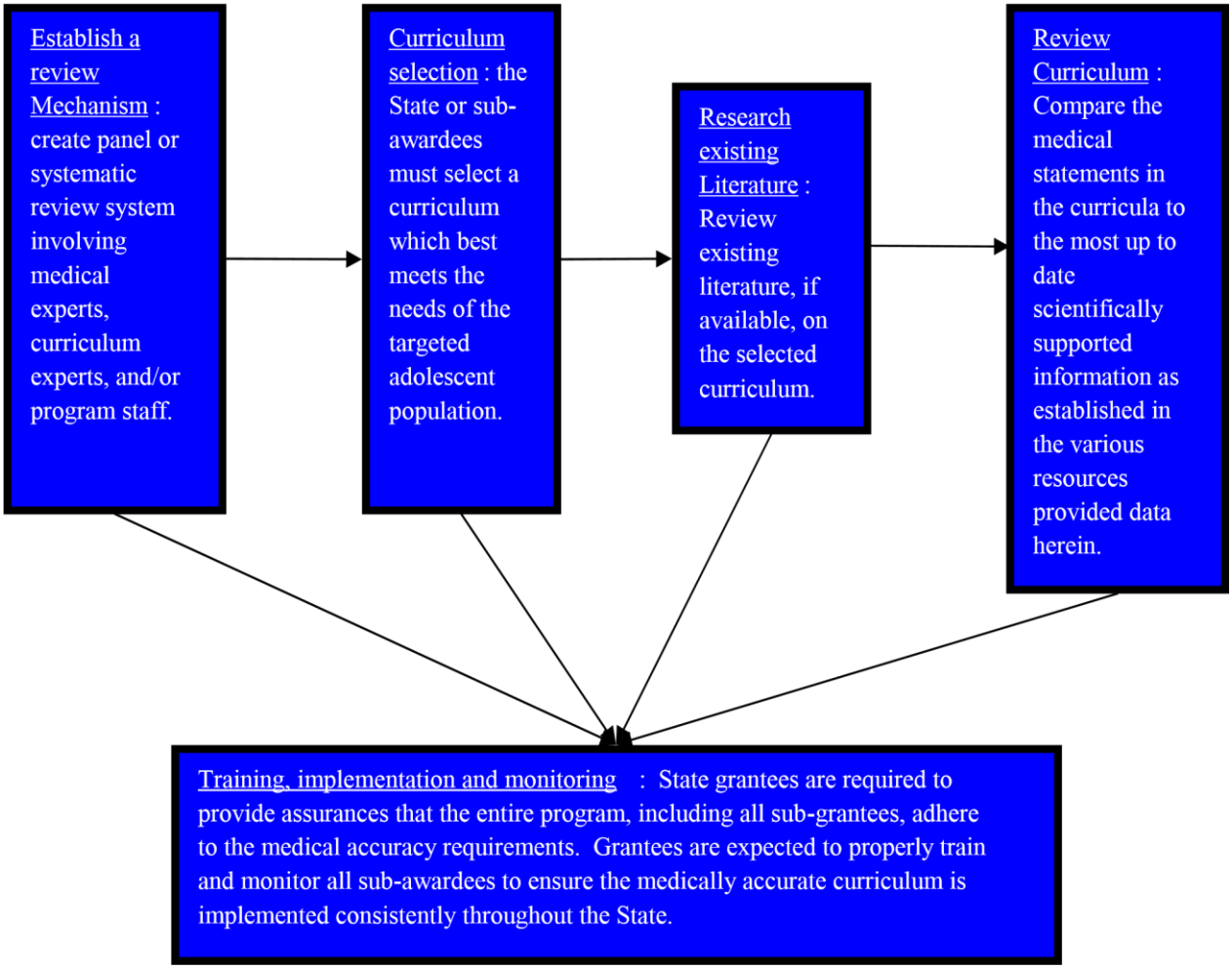
2. **Curriculum selection:** The State or sub-awardees must select a curriculum which best meets the needs of the targeted adolescent population(s). Selection should be justified and open so that subgrantees and others are aware of approval processes, proposed requirements to constitute panels, and other procedural guidance including "accuracy" review panel meeting notices and minutes. Some states may have regulations that mandate openness or transparency in these types of decisions by publicly funded entities. Grantees should adhere to those internal agency obligations and relevant state regulations that govern advisory groups.

3. **Research existing literature**: Review existing literature, if available, on the selected curriculum. Many curricula for pregnancy prevention have been reviewed and findings are frequently available. Grantees are encouraged to consider due diligence and at a minimum review and/or validate publishers' claims regarding their curriculum content.

4. **Review curriculum**: Compare the medical statements of fact in the curricula including: texts, supplements, workbooks, and other educational materials (videos, flyers, handouts, posters, flash cards, etc.) to the most up to date scientifically supported information as established in the various resources provided. Where appropriate, we encourage you to consult directly with program developers or publishers to ensure medical accuracy.

5. **Training, implementation and monitoring**: State grantees are required to provide assurances that the entire program, including all grantees, adhere to the medical accuracy requirements. Grantees are expected to properly train and monitor all sub-awardees to ensure that a medically accurate curriculum is implemented consistently throughout the State. It may be appropriate to train sub-awardees on the panel review procedures, or obtaining other evidence to support accuracy reviewing

Tip Sheet Flow Chart Format



Resources

The list of resources is available to assist grantees in verifying medical information or making recommendations for sub-awardees regarding the medical information in their program materials. Suggested resources include fact sheets, publications, news releases, reports and websites of government agencies.

Centers for Disease Control and Prevention (CDC)

- Adolescent Health Related Information: http://www.cdc.gov/HealthyYouth/index.htm
- Adolescent Health: http://www.cdc.gov/HealthyYouth/AdolescentHealth/index.htm
- Sexual Risk Behaviors: http://www.cdc.gov/HealthyYouth/sexualbehaviors/index.htm
- Youth Risk Behavior Surveillance System (YRBSS): http://www.cdc.gov/HealthyYouth/yrbs/index.htm
- National Prevention Information Network: http://www.cdcnpin.org/
- Sexually Transmitted Diseases: http://www.cdcnpin.org/scripts/std/index.asp
- Parents Matter: http://www.cdcnpin.org/parentsmatter/index.asp
- Reproductive Health Data and Statistics (including teen pregnancy): http://www.cdc.gov/reproductivehealth/Data_Stats/index.htm#TeenPreg
- Sexually Transmitted Diseases Related Information (fact sheets, treatment guidelines, reports, etc): http://www.cdc.gov/std/
- Teen Pregnancy Related Information: http://www.cdc.gov/TeenPregnancy/index.htm

National Institutes of Health (NIH)

- Sexually Transmitted Diseases Related Information: http://health.nih.gov/topic/SexuallyTransmittedDiseases/WomensHealth
- Teenage Pregnancy Related Information:
- http://health.nih.gov/topic/TeenagePregnancy/ReproductionandSexualHealth
- U.S. National Library of Medicine (Medline Plus): http://www.nlm.nih.gov/medlineplus/
- Teenage Pregnancy: http://www.nlm.nih.gov/medlineplus/teenagepregnancy.html

WomensHealth.Gov

- Menstruation and Menstrual Cycle Related Information: http://www.womenshealth.gov/faq/menstruation.cfm
- Sexually Transmitted Infections Related Information: http://www.womenshealth.gov/faq/sexually-transmitted-infections.cfm

MedicalAccuracy.org http://www.medicalaccuracy.org/internet-resources

Attachment C
Budget Template and Instructions for completing narrative justification

Revised
3.1.2018

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 grant costs are share with other funding sources you should show what portion or percentage is for the 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_____grant effort. For example, XYZ Organization's annual rent is $30,000 and there are 10 staff and 10 office spaces. One staff conducts Evidence-based Abstinence Education classes, while nine staff conduct other unrelated programs. Therefore, 10% ($3,000) is charged for rent cost for_____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. Administrative costs may be reflected in several of the budget categories (e.g. personnel, supplies, other), and should be identified in the budget description for any specific item.

Unallowable costs:
These are costs of your organization that are not allowed because of contract/RFGA, State and or Federal laws and regulations. Examples are administrative costs in excess of the amount allowed by a state 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 contractors must be approved by DHEC.** Provide the following for each contractor:

- 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).

Attachment C
Budget Template and Instructions for completing narrative justification

12 Month - Budget Summary Example

Proposal Budget for_____(Grantee name)
Abstinence Education_____grant 2021-2022
DHEC Contract#:_____State Proviso
#: _____

12 Month Budget (October 1,2020– September 30, 2021)						**DHEC Grant**	**Total**
1	**Salary & Wage Cost:**					**$**	**$**
	John Smit	$ per	12months	$ salary	100% o	$	$
a.	**Function:** This position provides direct educational						
	Tom Jones	$ per	12months	$ salary	25% o	$	$
b.	**Function:** This position provides administrative support for the project.						
2	**Fringe Benefit Cost:**					**$**	**$**
	__% of total salary and wage cost						
	Total Personnel Related Expenses					$	$
1	**Contracted/Consultant Program Cost:**					**$**	**$**
a.	ABC Baptist Church (XXX County) staff time and meeting space					$	$
b.	XYZ Middle School (XXX County) staff time and classroom					$	$
2	**Equipment Cost:**					**$**	**$**
a.	1-tablet (IPAD), plus monthly air card fee, to support					$	$
b.	1-office computer system to be used by _____					$	$
3	**Supply Cost:**					**$**	**$**
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	**Travel Cost:**					**$**	**$**
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					$	$
	Total Operating Expenses					**$**	**$**
	Total Projected Budget					**$**	**$**

Attachment D Procedures for Dispute Resolution

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

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

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 Notification of Award shall email, fax or mail a Notification of Appeal to the Grant Program Manager within ***five (5) business days*** of the date of posting of the Notification of Award. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within ***three (3) business days*** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the requestor. If the requestor is not satisfied with the decision rendered by the Grant Program Manager, the requestor shall e-mail or fax written notification to the Program Area Director within ***three (3) business days*** of the date of the written response from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the requestor within ***three (3) business days***. The written decision will be final and may not be further appealed by the requestor.

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

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

A. **Applicability**. These procedures shall apply to controversies between DHEC and a grantee when the grantee disagrees with DHEC's evaluation of an expenditure by the grantee as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a grantee of an awarded grant.

B. **Complaint against Grant Program Management.** No later than ***thirty (30) calendar day*** after receiving notice that the agency's grant program area has denied an expenditure, a grantee 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 grantee wishing to continue pursuit of the dispute must e-mail or fax written notice of the dispute to the Program Area Director within ***five (5) business days*** following the 30-day review period. The Program Area Director or his/her designee will, within ***ten (10) business days*** of receipt of a written notice of the dispute, meet or hold a conference call with the grantee. Within ***ten (10) business days*** after such consultation with the grantee, the Program Area Director will email or fax the grantee with a written determination as to his/her decision regarding the disposition of the expenditure. The decision of the Program Area Director will be final and may not be further appealed by the requestor.

** Contacts are listed below:*

Grant Program Manager:

Charkeishia L. Moore, MSW, LMSW

SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898 -0811
Fax: (803) 898-0577
(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)