

**South Carolina Department of Health and Environmental Control
Federal Title V State Sexual Risk Avoidance Education Grant
FY 2018 Grant Year**

REQUEST FOR GRANT APPLICATIONS (RFGA)

CFDA Number: 93.235

Posting Date: October 12, 2018

ATTENTION! IMPORTANT DETAIL!

Your application must be submitted in a sealed package. (Original + 3 copies marked as "Copy") RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.

Deadline/Closing Date for Applications:	November 2, 2018 - By 2:30 PM EST
RFGA Number: FY2019-RFGA-MC-907	

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

Number of Copies to be submitted: One (1) original and three (3) copies each marked as "Copy."

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

The total dollar amount available under this RFGA is \$194,121.00 and may be divided among more than one awardee. Funding recommendations will be determined by the scope and strength of applications received and evaluated by the review panel. The Abstinence Education Grant program will post the Notice of Award on the DHEC website at: <https://www.scdhec.gov/health/child-teen-health/teens-info-services/abstinence-education>.

Eligibility:

State and local public or non-profit organizations who have a documented history of providing SRAE/Abstinence education services as outlined in the Scope of Services may apply. **NEW - Eligibility restriction: The award of Title V funds made in 2014 under FY2015-RFGA-CY-503, necessarily involved disbursements of subsequent fiscal years, including FY2018. Therefore, any organization who received a multi-year award under FY2015-RFGA-CY-503 is currently ineligible to apply for additional Title V funds under this RFGA.**

How to Apply:

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

Deadline:

The deadline for receiving all applications is Friday, November 2, 2018, by 2:30 P.M. EST

Questions & Answers:

Questions will be accepted until 5:00 P.M. EST, October 17, 2018. All questions must be submitted in writing to Lisa Hobbs at hobbslb@dhec.sc.gov. Responses will be emailed and posted on the DHEC website by October 22, 2018 by 5:00 PM EST.

Available Funding Date:

This RFGA is contingent upon continued availability of federal funds awarded by U.S. DHHS as of October 1, 2018. Final selection of successful applicants is anticipated to be made and notifications released on November 16, 2018. Final Grant Agreements will be executed to be effective when signed by both the grantee and DHEC. Work that occurs prior to full execution of grant agreements cannot be reimbursed. A draft copy of the Grant Agreement is included in the RFGA (**Attachment A**).

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

Every application must be accompanied by a budget summary and narrative justification that the project can be carried out for the budget requested. A budget template is included in **Attachment B**. Applications received without a budget proposal will be rejected and not reviewed 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 New Vendor Registration. (To determine if your organization is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors and 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 SC State Museum. Do not enter using the main museum entrance. To enter DHEC, visitors are to proceed from the front of the building to the left side (canal side), following the signs to “Visitor Parking Garage.” Parking is available in the lower and upper deck of the two-level parking garage. Adjacent to the first floor of the parking garage is a glass door with a DHEC logo (blue awning). This entrance is locked at all times. Press the intercom button to request entrance into the building. The door will be opened by the DHEC receptionist. When you enter the building, you will be required to sign in. You will be escorted to the 4th floor receptionist for your application to be date/time stamped. If you have any issues with building access, please call DHEC’s procurement receptionist at (803) 898-3501.

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

**South Carolina Department of Health and Environmental Control (DHEC)
Federal Title V State Sexual Risk Avoidance (SRA) Education Program - FY 2018 Grant Year**

Request for Grant Applications (RFGA)

I. BACKGROUND

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

SCOPE OF GRANT PROPOSAL

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

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

All organizations must implement evidence-based or evidence-informed SRA Education curriculum which is medically accurate and complete for the target population. Projects must focus on the social, psychological and health gains to be realized by delaying initiation of sexual activity and engaging in healthy relationships. Sexual Education programs that promote the use of contraceptives are **NOT ELIGIBLE** for funding under this RFGA. If information on contraceptives is provided it must be medically accurate and complete and ensure that students understand that contraception offers physical risk reduction, but not risk elimination. Education cannot include demonstrations, simulations, or distribution of contraceptive devices.

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

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

Applications from all eligible applicants will be considered. The program and budget period is approximately nine (9) months and will begin on January 1, 2019, or when grant agreements are fully executed, whichever is later, and will end on September 30, 2019. Awards are subject to funding availability from U.S. DHHS to DHEC. Annual grant allocations awarded to each State are determined by a formula using the State's proportion of low-income children compared to the total number of low-income children in the U.S. based on the most recent Census data for children in poverty.

B. Available Funding:

The total dollar amounts available under this RFGA totals \$194,121, dependent on an approved state application and availability of federal funds. The dollar amount awarded to the selected applicant(s) will be based on fund availability and the strength of applications submitted in response to the RFGA as evaluated by the review panel.

C. Cost Sharing/Match Requirements and restrictions:

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

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

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

D. Eligibility

1. Eligible applicants are state and local public or non-profit organizations who can document their capacity to implement programs utilizing SRAE strategies which normalize the optimal health behavior of avoiding non-marital sexual activity to youth ages 10-19 in priority areas of the state as outlined in Table A.

NEW - Eligibility restriction: The award of Title V funds made in 2014 under FY2015-RFGA-CY-503, necessarily involved disbursements of subsequent fiscal years, including FY2018. Therefore, any organization who received a multi-year award under FY2015-RFGA-CY-503 is currently ineligible to apply for additional Title V funds under this RFGA.

2. The organization(s) must have the documented infrastructure capacity to operate on a cost reimbursement basis.

E. Risk Assessment

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

Pre-award - DHEC has adapted a best practice approach of performing pre-award risk assessments before applicants receive Federal subawards. This best practice is consistent with 2 CFR 205. The pre-award risk assessment (**see Attachment C**) is in the form of a survey/questionnaire to be completed by the applicants/potential subrecipients. A completed pre-award risk assessment survey must be included with the application and will be provided to the review panel members prior to making funding recommendations to the program.

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

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

- (1) Risk assessment surveys
- (2) Desk audits of documentation
- (3) Reviewing the actions taken by the subrecipients to ensure obligations of subawards are being met
- (4) Interviews with the subrecipients, their clients and program staff
- (5) Reviewing financial stability (financial statements)
- (6) Assessing the quality of management systems and ability to meet the management standards prescribed in 2 CFR 200
- (7) Reviewing the prior history of the subrecipient's performance in managing Federal awards
- (8) Reviewing findings from audits

F. Service Delivery Area/Target Population:

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

- a lower out-of-wedlock birth rate
- a lower abortion rate
- a reduced number of adolescents 19 years old and younger who engage in sexual intercourse;
- a reduced incidence of STIs; and
- a lower pregnancy/birth rate among teenagers.

Applicants should utilize Table A below to guide in the selection of targeted county/counties for program delivery. Priority areas were designated (1 through 6, with 1=highest priority) based on the most recent three-year rates available for the indicators mentioned. Applicants are encouraged to plan services in Priority Areas 1-3. However, if the applicant plans services in Priority Areas 4-6, the applicant must provide justification for the inclusion of lower priority counties (such as plans to serve a high-risk population as described above).

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

Table A: Priority Target County Areas for FY 2018 Title V SC SRA Funding

Priority Area 1	Priority Area 2	Priority Area 3	Priority Area 4	Priority Area 5	Priority Area 6
<i>Counties Scoring Above the South Carolina Average Rate 5 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 4 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 3 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 2 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 1 of 5 Variables*</i>	<i>Counties Scoring Below the South Carolina Average Rate 5 of 5 Variables*</i>
Allendale Barnwell Fairfield Greenwood Lee Marion Marlboro Newberry Orangeburg Sumter Union	Aiken Chester Chesterfield Clarendon Colleton Darlington Dillon Florence Horry Williamsburg	Cherokee Hampton Lancaster Laurens Richland	Abbeville Anderson Bamberg Jasper Kershaw Oconee Saluda York	Beaufort Charleston Dorchester Georgetown Lexington McCormick	Berkeley Calhoun Edgefield Greenville Pickens Spartanburg
<p>*The information above reflects SC’s priority areas for Sexual Risk Avoidance Education Program based on: (1) out-of-wedlock birth rates; ages 10-19, (2) birth rates; ages 10-19, (3) abortion rates; ages 10-19, (4) sexually transmitted disease rates; ages 10-19, and (5) pregnancy rates; ages 10-19. Rankings are based on 3-year rates by county 2014-2016 for females 10-19 years of age. Data Sources: SCDHEC, Division of Biostatistics and the STI/HIV Prevention Program</p>					

G. State Goal and Performance Measures:

The goal of the SC Sexual Risk Avoidance (SRA) Education program is to increase the proportion of adolescents, ages 10-19, voluntarily refraining from sexual activity as a means to prevent teen pregnancy and STI by providing education that normalizes the health behavior of avoiding non-marital sexual activity. Programs are school, community-based or faith-based, and must be evidence-based or evidence-informed, medically accurate, culturally appropriate and age-appropriate for the target population. Programs funded by the FY2018 Title V State SRAE grant will incorporate positive youth development (PYD) strategies that empower youth to build healthy life skills and protective factors that mitigate the impact of past and future negative factors.

State Performance Measures for FY 2018 include:

- 1) By September 30, 2019, a minimum of 4,000 SC youth ages 10-19 will have been served through a SRAE program in either a school, community, or faith-based program;
- 2) By September 30, 2019, a minimum of 3,000 SC youth ages 10-19 will complete at least 75% of a SRAE program in either a community, school, or faith-based setting in priority areas of SC;
- 3) By September 30, 2019, 3,000 adults will have received information on SRAE and effectively communicating with youth on sexual health topics; and

- 4) By September 30, 2019, SC SRAE sub-grantees will complete a minimum of 10 parent/child events in targeted communities in SC.

This RFGA funding is intended to impact the State's measures listed above.

II. SCOPE OF WORK/SPECIFICATIONS:

A. REQUIRED ACTIVITIES

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

1. Ensure that DHEC grant agreement terms and conditions are followed during implementation of programs.
2. Submit application and all required attachments by 2:30 pm on Friday, November 2, 2018.
3. Develop and submit a detailed program description and implementation plan with nine-month goals, objectives and activities. The plan must demonstrate ability to provide SRA Education programs to youth ages 10-19 in identified priority areas in the state (Table A).
4. Ensure that in all programs, the unambiguous and primary emphasis and context for items a-f described below is a message to youth that normalizes the optimal health behavior of avoiding non-marital sexual activity (a-f criteria is established by [Section 510\(b\)\(2-3\) of the Social Security Act](#)):
 - a) The holistic individual and societal benefits associated with personal responsibility, self-regulation, goal setting, healthy decision making, and a focus on the future.
 - b) The advantage of refraining from non-marital sexual activity in order to improve the future prospects, and physical and emotional health of youth.
 - c) The increased likelihood of avoiding poverty when youth attain self-sufficiency and emotional maturity before engaging in sexual activity.
 - d) The foundational components of healthy relationships and their impact on the formation of healthy marriages and safe and stable families.
 - e) How other youth risk behaviors, such as drug and alcohol usage, increase the risk for teen sex.
 - f) How to resist and avoid and receive help regarding sexual coercion and dating violence, recognizing that even with consent, teen sex remains a youth risk behavior.
5. Ensure that curricula and supporting materials have documentation of being evidence-based or evidence-informed and effective for the chosen population. At a minimum, the evidence-based or evidence-informed programming must comply with the following requirements:
 - a) Provide data that demonstrates how the selected curriculum and overall proposal systematically applies key program elements that have been found to be effective in positive youth behavior change, especially delaying initiation of sexual activity, returning to a lifestyle without sex, and refraining from non-marital sex. The selected interventions must be promising practices or have evidence of effectiveness with the target populations.
 - b) Teach the benefits associated with personal responsibility, self-regulation, goal setting, healthy decision-making, healthy relationships, avoiding poverty, resisting sexual coercion and dating violence and other youth risk behaviors, such as drug and alcohol usage.
 - c) Provide formal training for facilitators/educators on the program strategies, approaches, and interventions. This training must be delivered by professionals who can provide follow-up technical assistance to facilitators.
6. Determine whether the curriculum can be adapted subject to copyright restrictions, implemented with fidelity, and adhere to the core curriculum components.
7. Provide educational programs for youth that are developmentally appropriate with regard to the developmental stage of the intended audience, culturally appropriate recognizing youth from diverse communities, backgrounds and experiences, inclusive, and non-stigmatizing.

8. Ensure that all educational materials used in the program are medically accurate and complete which means the information is verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals or comprising information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective, and complete.
9. Utilize a positive youth development (PYD) framework for risk-avoidance strategies to help participants build healthy life skills and protective factors that mitigate the impact of past and future negative factors, empower participants to make healthy decisions, provide tools and resources to prevent pregnancy and STIs, and prevent youth engagement in other risky behaviors.
10. Use approaches to link program participants to services of local community partners that support the safety and well-being of the target population. (e.g.: substance abuse, tobacco cessation, mental health issues and intimate partner violence).
11. Provide letters of support from school, community or faith-based partners.
12. Ensure that programs do not violate any portion of the SC Comprehensive Health Education Act when implemented in a school setting. <http://www.scstatehouse.gov/code/t59c032.php>
13. Agree to monitor and report to DHEC and the state program evaluator on program implementation and outcomes through required performance measures to be provided by ACYF.
14. Attend required trainings provided by DHEC (No more than two annual trainings anticipated).
15. ACYF will select a subset of awarded state projects to participate in one or more rigorous federal evaluations. If South Carolina is selected for participation in a National Evaluation, awarded sub-grantees must also agree to participate.

B. GRANT REQUIREMENTS: GENERAL AND FUNDING RELATED

1. Funded grantees must allow DHEC on-site for site visits and make available records such as financial, programmatic and evaluation.
2. The funded grantee(s) must provide DHEC with all invoices specific documentation of expenditures included on submitted invoices. This includes personnel time and activity sheets, receipts, invoices and/or cancelled checks. The following areas will be reviewed:
 - a. Financial Management: Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices and other source documentation (balance sheet and profit/loss statement).
 - b. Program Progress: Review progress in providing SRAE programs and expending funds.
3. Organizations seeking fiscal support must develop a nine-month budget summary and budget narrative, which clearly explains how the funds will be used (see Attachment B).
4. If applicants utilize an indirect cost rate, they must provide a copy of the approved indirect cost rate letter from the federal cognizant agency. Applicants without a federally negotiated indirect rate may elect to utilize a *de minimis* indirect cost rate of 10% of direct costs. <https://federalregister.gov/d/2013-30465/p->
5. No funds may be used to make cash payments to intended recipients of services.

6. Upon request, organizations must provide an audited financial statement that reflects the latest completed independent financial audit with the organization's response to any identified audit exception. This will indicate that the applicant has the infrastructure and experience to efficiently and effectively manage the funding applied for.

7. All procurements above the simplified acquisition threshold must be approved by the Program Manager before completion (2 CFR §200.88).

C. GRANT REPORTING REQUIREMENTS

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

1. Quarterly meetings and progress reports

Selected grantee(s) will attend quarterly meetings with DHEC SRAE staff for the purpose of providing an oral and written overview of grant agreement efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities.

2. Semi-Annual Reports:

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

- By April 10, 2019 – for the period October 1, 2018 - March 31, 2019
- By October 10, 2019 – for the period April 1, 2019 – September 30, 2019 (dates subject to change based on federal reporting requirements)

3. Additional Documentation and Reporting Requirements:

Within 15 days after signing the grant agreement, grantee(s) determined to be subrecipients will provide Federal Funding Accountability and Transparency Act (FFATA) information via e-mail to DHEC SRAE staff in accordance with the terms listed in the grant agreement.

4. Annual Subrecipient Risk Assessment

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

D. GRANT ACCOUNTABILITY/EVALUATION MEASURES:

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

1. Utilize proven effective evaluation methodologies and strategies to monitor, measure, and report programmatic progress, achievement, and successes.

2. Assure the confidentiality and data security of client-specific information.
3. Participate in collection of ACYF-required performance measures and monthly reporting of them to DHEC and/or the state-level evaluator.

E. GRANT BUDGET

The grant(s) will be awarded for a period of approximately nine months, from January 1, 2019 to September 30, 2019. The total annual dollar amount available will be dependent on federal funds made available.

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 category, the applicant must make a written request to DHEC for approval of the revision. The budget revision will not be authorized unless the applicant receives written approval from DHEC.

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).

III. INFORMATION FOR APPLICANTS TO SUBMIT - SCORING CRITERIA

Format Requirements:

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

To be considered for award, all proposals must include, at minimum, responses to the information requested in this section. Scoring points associated with each section are noted in parentheses. Entities applying should restate each of the items listed below and provide their response immediately thereafter.

ALL INFORMATION SHOULD BE PRESENTED IN THE LISTED ORDER:

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 curriculums, version, and all support materials to be used for the project.
- Budget amount: requested amount.
- Contact Person Information: Name, address, phone number, email address.

B. TABLE OF CONTENTS

Provide a **one-page** table of contents document that includes all the items 1-5 listed below.

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

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

C. REQUIRED ELEMENTS AND SCORING CRITERIA

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

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

2. ORGANIZATIONAL EXPERIENCE AND QUALIFICATIONS (6 points possible)

- a. Describe the length of time the organization has been in existence and its previous experience in providing SRA education.

- b. Provide an organizational chart reflecting the applying organization's governance, programs/services and staffing.
- c. Provide a listing of the organization's staff
- d. List the organization's board of directors with each member's name and title.
- e. List all of the organization's offices or locations (including street addresses and telephone numbers).
- f. If the applying organization is a non-profit 501(c)(3), provide a Certificate of Existence, also known as a Certificate of Good Standing, from the Secretary of State. This certificate states that an entity is in good standing with the Secretary of State's Office, and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
- g. List any lawsuits that have been filed against the applicant for all services related to the services that will be provided under this funding opportunity. Include the status and a background on the claim. If not applicable, state that that no lawsuits have been filed against the applicant related to services that will be provided under this SRAE grant.

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

- a. Describe the ability to begin provision of services within thirty (30) days of grant execution.
- b. Identify the selected service area. Applicants are encouraged to plan services in Priority Areas 1-3. However, if the applicant plans services in Priority Areas 4-6, the applicant must provide justification for the inclusion of lower priority counties, such as plans to serve a high-risk youth population (see Table A).
- c. Identify and describe the target youth population, between the ages of 10-19 to be served. Describe how your program will provide sexual risk avoidance education to vulnerable youth populations, to include but not limited to, youth living in under-resourced regions and areas with high rates of teen births and STIs, culturally under-represented youth populations, especially Hispanic, African American, or Native American teenagers, youth in or aging out of foster care or adjudication systems, youth who are victims of trafficking, runaway and homeless youth, and others.
- d. Describe the utilization of a positive youth development (PYD) framework as part of risk avoidance strategies to teach youth personal responsibility, self-regulation, goal setting, healthy decision-making, a focus on the future, and the prevention of youth risk behaviors such as drug and alcohol usage without normalizing teen sexual activity.
- e. Describe the process to be used in providing the SRA education program to youth and describe the staffing needed to provide the services described. List the schools, faith-based, and/or other youth-serving community-based organizations with which your agency will collaborate.
- f. Explain how formal training is provided for educators on the program's strategies, approaches, and interventions, including fidelity. This training must be delivered by professionals who can monitor performance and provide follow-up technical assistance.
- g. Identify a plan for providing referral resources for program participants to prevention-related, supportive health care service providers as needed (e.g., substance abuse, tobacco cessation, mental health and intimate partner violence). Programs should include how referrals will be made to other services and how follow up will take place, when appropriate.
- h. Describe services that any formal partners will be providing and their role towards accomplishing stated objectives. Describe how your organization will collaborate with these partners while providing SRAE programs within the area to be served.
- i. Describe the method of notifying parents of the youth to be served about the content to be provided and with the opportunity to preview the curriculum and exempt their children from the program if desired.
- j. Describe any potential barriers or problems and your consideration of them

- k. Describe any training that educator staff will receive to promote a trauma-informed approach, which involves understanding and responding to the symptoms of chronic interpersonal trauma and traumatic stress, as well as the behavioral and mental health consequences of trauma.

4. REPORTING AND EVALUATION (10 points possible)

- a. Clearly define the program goal and objectives based on the state goal and objectives. Utilize SMART format for stating objectives to describe the project's reach and impact (Specific, Measurable, Achievable, Relevant and Timed).
- b. Provide a Logic Model which follows a logical progression and can be measured.
- c. Describe the system your organization will use to collect data on attendance, demographic information of youth served, unduplicated counts of youth and adults served, and evaluation of success in demonstrating impacts on sexual behaviors of program participants. Include protocols and timelines for data collection.
- d. Applicant must agree to collect all the federally developed SRAE performance measures provided by ACYF and report them to DHEC and/or the state-level evaluator on a monthly basis, in preparation for semi-annual reports as required in April 2019 and October 2019.
- e. Applicant must agree to participate in a National Evaluation if the state is selected by ACYF.

5. BUDGET NARRATIVE AND SUMMARY (10 points possible)

- a. Organizations seeking fiscal support must develop a nine-month budget summary and narrative for January 1, 2019 to September 30, 2019, which clearly explains how the funds will be used to support SRAE programs. Applicants must provide detailed narrative justifications for all planned expenditures by budget category. The justification must define all key program personnel by name, position title, qualifications (including education and experience), primary program function, linkage to one or more annual performance objectives, and percentage of time on the project (see Attachment B for a sample budget summary form and instructions for completing narrative justification).
- b. Describe how the applicant will track program income, revenue, and expenditures.
- c. All costs must be allowable, necessary to the award and reasonable when compared to market prices for similar goods and services. **New-Curriculum cost requirement: Curriculum cost must be comparable to that of other SRAE curriculum. Reimbursement of costs more than \$350-400 for instructor manuals and \$10 for student workbooks is generally not allowed, without justification of higher costs.**
- d. Applicant must agree that all travel-related expenses will adhere to SC governmental state guidelines. An overview of State/DHEC Travel Reimbursement Policies for Vendors can be found on the DHEC website at: <https://www.scdhec.gov/health/child-teen-health/teens-info-services/abstinence-education>.
- e. Indirect Expenses – Note: if applicant utilizes an indirect cost rate, they must provide a copy of the approved indirect cost rate letter from the federal cognizant agency. Applicants without a federally negotiated indirect rate may elect to utilize a de minimis indirect cost rate of 10% of direct costs. <https://federalregister.gov/d/2013-30465/p-> . No more than ten percent (10%) of the total grant may be used for administrative costs.

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

ATTACHMENTS:

- A. Draft Grant Agreement
- B. Sample Budget form and instructions for completing Budget narrative justification
- C. DHEC Subrecipient Risk Assessment survey
- D. Procedure for Dispute Resolution

ATTACHMENT A

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 Sexual Risk Avoidance 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 FY2018-RFGA-XX-xxx Request for Grant Applications (Addendum).

The parties to this grant agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide localized Sexual Risk Avoidance 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 January 1, 2019 or when all parties have signed, whichever is later, and shall terminate September 30, 2019. 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 services as described in Section A. as outlined below:
 - a. \$_____ for the budget period of January 1, 2019 or when all parties have signed, whichever is later, through September 30, 2019;

2. In no event will the total amount to be paid under this Grant Agreement exceed \$_____ for the grant agreement period of January 1, 2019 or when all parties have signed, whichever is later, through September 30, 2019.
3. DHEC's financial obligations to the Grantee are limited by the amount of Federal funding awarded in Section C.1.-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: <http://www.state.sc.us/dio/OIOTravelRegulations.htm>)
 - 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 <http://www.gsa.gov>.
 - 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.
5. Under no circumstances may a recipient of funding use Federal 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. **Documentation should include personnel time and activity reports, copies of receipts, invoices and cancelled checks.**
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, _____,
2600 Bull Street, Columbia, S.C., 29201.

3. Source of Funds:
- a. CFDA Number: 93.235 State Sexual Risk Avoidance Education FY 2018
 - b. Grant Title (Verbatim): State Sexual Risk Avoidance Education FY 2018
 - c. Grant award notice Number: 1801SCSRAE
 - d. Grantor: U.S. Department of Health and Human Services, Administration for Child & Families
 - e. Grant period of performance start and end date: October 1, 2017 – September 30, 2019.
 - f. Whether the award is for Research and Development: No
 - g. Subaward amount, if applicable: N/A
 - h. DHEC's Point of Contact for financial information regarding payments made under this Grant Agreement:
Ronnie Belleggia
Bureau Director
Bureau of Financial Management
2600 Bull Street, Columbia, SC 29201

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

E. REPORTING REQUIREMENTS:

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

1. Attend quarterly meetings with DHEC SRAE program staff for the purpose of providing an oral and written overview of 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.
2. The grantee agrees to participate fully if the state is selected by ACFY for National Evaluation.
3. Semi-Annual Federal Reports: The grantee will submit monthly data to DHEC required to complete the state semi-annual performance report. Grantee agrees to monitor and report to DHEC on program implementation and outcomes through performance measures to be provided by ACYF. Semi-annual narrative and data reports are due to DHEC SRAE staff:
 - By April 10, 2019 – for the period January 1, 2019 - March 31, 2019
 - By October 10, 2019– for the period April 1, 2019 – September 30, 2019 (dates subject to change based on federal reporting requirements)

F. TERMS AND CONDITIONS:

1. **MINORITY BUSINESS:** Grantee must make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
2. **SUBGRANTEE:** Grantee shall not subcontract any of the work or services covered by this Grant Agreement without the prior written approval of DHEC.
3. **ASSIGNMENT:** Grantee cannot assign or transfer the Grant Agreement or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Grantee is considered an assignment.
4. **AMENDMENTS:** The Grant Agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the Grant Agreement.
5. **RECORDKEEPING, AUDITS, & INSPECTIONS:** Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years or other longer period required by law after the end of the Grant Agreement period and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant Agreement with no further obligation on the part of DHEC.

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

Grantee is responsible for the creation and maintenance of its own records in accordance with professional standards and for compliance with HIPAA, the South Carolina Physicians' Patient Records Act, and other laws. DHEC assumes no responsibility for the creation, maintenance, completeness, or accuracy of Grantee's records, or for compliance of any person or entity other than DHEC with HIPAA, the South Carolina Physicians' Patient Records Act, or other laws.

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

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- b. DHEC may terminate this Grant Agreement by providing thirty (30) calendar days written notice of termination to the Grantee.
- c. DHEC funds for this Grant Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Grant Agreement, it shall terminate without any further obligation by DHEC upon written notice to Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Grant Agreement.
- d. DHEC may terminate this Grant Agreement for cause, default, or negligence on the Grantee's part at any time without thirty calendar days advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.

7. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

8. **INSURANCE:** During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

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

10. **STANDARD OF CARE:** Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the

profession or trade. Grantee and Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.

11. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires DHEC to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Grant Agreement, equitable indemnification, or any other theory or claim.
12. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Agreement.
13. **CHOICE OF LAW:** The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
14. **DISPUTES:** All disputes, claims, or controversies relating to the Grant Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-3510 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Grant Agreement, Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DHEC regarding the Grant Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and is not a consent to the jurisdiction of any court or agency of any other state.
15. **DEBARMENT:** Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of Grant Agreements by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Grant Agreement for cause in addition to other remedies available.
16. **SERVICE OF PROCESS:** Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

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

GRANTEE:

Name

Address

Phone: () ___-___ Fax:

() ___-___ E-mail:

DHEC:

Lisa Hobbs

Abstinence Education Program Manager

SC Department of Health & Environmental Control Bureau
of Maternal and Child Health

Box 101106, Columbia, SC 29211

Phone: (803) 898-0811

Fax: (803) 898-2065

hobbslb@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 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 Grant Agreements Manager has actual authority to waive any of DHEC's rights under this Grant Agreement. Any waiver must be in writing.
23. **PLACE OF GRANT AGREEMENTING:** This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
24. **ATTACHMENTS/ENTIRE AGREEMENT:** Attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement. This Contract, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Contract and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Contract take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.
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. §37293733, 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 Grant Agreements 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 Grant Agreements Manager or Bureau of Business Management.

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

If Grantee or Grantee's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Grantee is required to inform Grantee's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal Grant Agreements 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 Grant Agreement.
- 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 is a specify entity type, e.g., corporation/limited liability company/other _____] duly organized, validly existing and in good standing under the laws of and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Grant Agreement.
- 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. CONFIDENTIALITY:

- a. Grantee will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and

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

- b. Grantee will not, unless required to perform its responsibilities under this Grant Agreement or required by law (as determined by a court or other governmental body with authority):
 - 1. access, view, use, or disclose confidential information without written authorization from DHEC;
 - 2. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - 3. make any unauthorized copy of confidential information or remove or transfer this information to any unauthorized location or media.
- c. Grantee will direct any request it receives for confidential information obtained through performance of services under this Grant Agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Grant Agreements Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Grantee must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. 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 104-92, as amended, 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 Contract Confidentiality Agreement, to protect information contained in a particular DHEC program area.
- e. Grantee must immediately notify the DHEC Compliance Officer at 803-898-3350; 1-888-843-3718, compliance@dhec.sc.gov, and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this 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.

28. **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 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.

29. **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.

30. **OPEN TRADE REPRESENTATION:** Grantee represents that Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction

with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-355300.

OPEN TRADE: During the Grant Agreement term, including any renewals or extensions, Grantee will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

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

DRAFT

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

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

GRANTEE NAME:

BY:

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

BY:

(Title)

DATE: _____

MAILING ADDRESS:

DHEC - Public Health Grant Agreements
Bureau of Business Management
2600 Bull Street
Columbia, SC 29201
803-898-3501

DATE: _____

MAILING ADDRESS:

Phone: () ___-___ Fax:
() ___-___ E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: _____

DUNS: _____

TYPE OF ENTITY (check one):

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

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

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license # _____

**ADDENDUM
To
Grant Agreement**

**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S
Federal FY 2018 Title V Sexual Risk Avoidance Education Program Funding Opportunity**

RFGA Number: FY2019-RFGA-MC-907

<http://www.scdhec.gov/>

ATTACHMENT B

BUDGET TEMPLATE AND INSTRUCTIONS FOR NARRATIVE JUSTIFICATION

General Information:

For each cost category listed in the budget, provide a detailed narrative justification for all requested costs that is consistent with the purpose, objectives and proposed program activities in your plan. Be specific about the costs under each broad category

Cost Sharing:

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

Administrative costs:

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

Unallowable costs:

These are costs of your organization that are not allowed because of contract/RFGA, State and or Federal laws and regulations. Examples include but are not limited to: administrative costs in excess of the amount allowed by a federal grant, fines/penalties, late fees, fund raising costs, lobbying costs, bad debts, alcoholic beverages, bonuses, construction, meals for staff within 50 miles of headquarters and not associated with conference/meeting.

Specific Budget Categories

Personnel: List each person (s) by name, title annual and/or hourly salary, amount of time on program. Include staff proposed to be hired if position is vacant or new. Provide a summary description of their job duties related to programs in this proposal. If partial funding is requested for a position, then indicate the other sources of funding for this position, the amount, and responsibilities under these funding sources. Separate personnel costs for program/direct service providers and administrative positions.

Fringe Benefit/Employer Contributions: List each type of fringe benefit and how it is calculated (such as FICA, Medicare, unemployment, workmen's compensation and all other payroll taxes, health and dental insurance, life insurance, retirement, annual leave, etc.). If a composite percentage rate is used for all benefits provided, sufficient documentation should be provided to justify the composite rate. Employer contributions for each staff person should be equal to the percent of the FTE allocated for a particular staff (e.g. if a person is funded 75% from these funds, then employer contributions from these funds should equal 75%).

Travel: List all anticipated travel costs. The costs must directly benefit and be specific to the work in connection with the services or activities described in Scope of Work of the RFGA. All travel must be limited to local and direct services and training/conferences that directly relate to the delivery of planned programs. Travel will be included within the maximum amount of the contract.

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

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

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

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

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

Indirect Costs (Overhead/General and Administrative): – if applicable: Indirect costs may be reflected if your organization has a Federal approved indirect cost rate. If your organization has an established indirect cost rate, give the rate, the base or basis against which the rate is applied, and the costs included in the rate. Examples of indirect costs include bookkeeping, office furniture, and administrative oversight. If your organization uses an indirect cost rate, then the items included should not be listed under other budget categories. Provide the source for your indirect cost rate if one is used. *Note: Applicants without a federally negotiated indirect rate may elect to utilize a *de minis* indirect cost rate of 10% of direct costs OR the costs can be clearly reflected in the appropriate budget categories above.

Monthly Budget Summary Example

Proposal Budget for: _____ (Grantee name)
 Abstinence Education grant: Title V SRAE grant FY 2018
 DHEC Contract#: _____
 Federal Grant ID#: _____

12 Month Budget (January 1, 2019 – September 30, 2019)						DHEC Grant	In-Kind	Total
Personnel Related Expenses:								
1	Salary & Wage Cost:					\$		\$
	John Smith	\$ per month	12months	\$ salary	100% on project	\$		\$
a.	Function: This position provides direct educational instruction							
	Tom Jones	\$ per month	12months	\$ salary	25% on project	\$		\$
b.	Function: This position provides administrative support for the project.							
2	Fringe Benefit Cost:					\$		\$
	___% of total salary and wage cost							
3	In-Direct Cost: (if applicable)							
Total Personnel Related Expenses						\$		\$
Operational 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 _____(staff) working in XXX County					\$		\$
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 C

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

<Organization Name>
<Address>
<City> <State> <Zip Code>

PURPOSE

The purpose of this survey is to provide information that will contribute to the overall risk assessment of your organization as a subrecipient of federal funds from the SC Department of Health and Environmental Control.

INSTRUCTIONS

Please have someone knowledgeable with the financial operations of your organization, complete, sign and return this document. (Please see last page.)

AUDIT INFORMATION

1. Does your organization prepare annual financial statements? Yes_____ No_____
 2. Have audits been performed on your financial statements for the past two years? Yes_____ No_____
- If no, please provide the reason why.
3. Did your organization expend more than \$750,000 in federal grant awards last fiscal year?
Yes_____ No_____
- (a) If yes, has the 2 CFR 200 single audit been completed? Yes_____ No_____
 - (b) If your 2 CFR 200 single audit has not been completed, please provide the reason.
4. Are your organization's grant fund operations regularly assessed by an internal auditor or Inspector General? Yes_____ No_____
 5. If there were audit findings as result of the most recently completed audit of federal funds, please attach a copy of the finding and a copy of your formal response/corrective action plan to all audit findings.
 6. Has your organization ever been deemed high risk by another pass through entity? Yes_____ No_____

FINANCIAL MANAGEMENT

1. What type of financial management system does your organization use?
2. What is your basis for accounting: Cash_____ Modified accrual_____ Full accrual_____
3. Does your organization segregate duties between authorization, recording and custody functions related to procurement, cash management, payment processes? Yes_____ No_____
4. What type of controls do you have in place to prevent duplicate payments to vendors?

Controls:

5. Does your organization have a time and attendance system supporting payroll? Yes _____ No _____
6. Does your organization allocate costs across multiple grant programs? Yes _____ No _____ If yes, please describe the methodology used to allocate costs.
7. Does your accounting and financial management system follow Generally Accepted Accounting Principles? Yes _____ No _____
8. Does your organization have internal controls in place to ensure all financial and reporting requirements are met? Yes _____ No _____
9. Does your financial management system allow you to segregate indirect costs, and define and manage existing or planned indirect cost rates? Yes _____ No _____
10. Does your financial management system account for and segregate grant funds? Yes _____ No _____
11. Does your financial management system allow you to compare actual expenditures or outlays to budgeted amounts for each grant? Yes _____ No _____
12. Does your organization have a policy addressing who is authorized to request payment from the grantor (pass-through entity), what procedures are used to ensure that requests are accurate, and when drawdown of funds will occur? Yes _____ No _____
13. Does your financial management system support procedures for determining the reasonableness of costs allocated in accordance with 2 CFR 200 Subpart E-Cost Principles? Yes _____ No _____
14. Does your financial management system provide for effective control over and accountability for all funds, property and other assets? Yes _____ No _____
15. Does your financial system allow commingling of funds? Yes _____ No _____
16. Does your organization have a formalized internal control and compliance program?
Yes _____ No _____
17. Does management periodically review all reports, deliverables, expenditures, and other requirements related to grant programs to ensure that guidelines and requirements are being met? Yes _____ No _____
18. Do key personnel assigned to this grant have experience in managing grants and an understanding of the relevant regulations? Yes _____ No _____
19. Does your organization maintain a written code of conduct governing the performance of your employees, and specifically those employees engaged in the award and administration of contracts?
Yes _____ No _____
20. Does the code of conduct encompass conflicts of interest? If no, what document addresses conflicts of interest? Yes _____ No _____

21. Does your organization have a personnel system which has the capability to create monthly reports of the activities and time of each employee whose compensation is charged to each project that the employee works on including all grant programs? Yes_____ No_____
22. Is training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on grant programs? Yes_____ No_____
23. Have any key personnel listed in the application/subaward agreement ever been debarred or suspended from participation in Federal Assistance programs? Yes_____ No_____ If yes, please attach a list indicating who, when and for what reasons.
24. Does your organization have procedures in place to address breaches of ethics policy and/or instances of fraud or other criminal activity? Yes_____ No_____
- (a) If yes, do these procedures include required procedures and/or remedial actions to prevent future violations? Yes_____ No_____
- (b) If yes, does this process include a means to notify the appropriate agency in cases of confirmed fraud related to grant funds? Yes_____ No_____
25. Are there formal policies and procedures in place for employees to confidentially report suspected violations of policies and or suspected instances of fraud or other criminal activity, including specifically those related to grant programs (e.g. a Whistleblower Policy)? Yes_____ No_____
26. Do information systems policies and procedures exist for the safeguarding of data, including personally identifiable information (PII), authorization and addition of system users, termination of user rights, information back-up and recovery, and retention and destruction of data? Yes_____ No_____
27. Does your organization manage or support a website or publicly accessible social media account such as but not limited to Facebook, Twitter, Google+, LinkedIn, Tumblr? Yes_____ No_____ If yes, please provide the appropriate URL or other access/navigation information.

PROCUREMENT AND PROPERTY MANAGEMENT

1. Has your organization done business with a vendor who has ever been disbarred or suspended? Yes_____ No_____
2. Does your organization maintain written procurement procedures which provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200? Yes_____ No_____
3. Does your organization have written procurement procedures to ensure transactions (as defined in the suspension and debarment common rule (2 CFR Part 180)) are not made with a debarred or suspended party? Yes_____ No_____
4. Does your procurement system provide for the conduct and documentation of cost or price analysis for each procurement action? Yes_____ No_____
5. Has your organization ever been disbarred or suspended? Yes_____ No_____
6. Does your property management system maintain formal inventory records of all equipment acquired with federal funds. Yes_____ No_____

7. Does your organization conduct a physical inventory and reconciliation of property at least every two years? Yes _____ No _____
8. Does your property management process include controls to safeguard against loss, damage, or theft of the property? Yes _____ No _____
9. Does your property management system account for adequate maintenance, disposition or encumbrance of the property according to federal requirements? Yes _____ No _____

Signature

Date

Title

Please return completed document to the attention of:

Katie Tillman, Grant Compliance - Bureau of Financial Management
South Carolina Department of Health and Environmental Control
2600 Bull Street Columbia, South Carolina 29201-1708

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 or fax a Notification of Appeal to the Grant Program Manager within **five (5) business days** of the date of posting of the Notification of Award by 5:00 p.m. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within **three (3) business days** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the requestor. If the requestor is not satisfied with the decision rendered by the Grant Program Manager, the requestor shall e-mail, or fax written notification to the Program Area Director within **three (3) business days** of the date of the written response from the Grant Program Manager by 5:00 p.m. The Program Area Director will conduct a review and will e-mail or fax a written decision to the requestor within **three (3) business days**. The written decision will be final and may not be further appealed by the requestor.
- C. **Notice of Decision.** A copy of all correspondence or decisions under this dispute resolution procedure shall be e-mailed, faxed or otherwise furnished immediately to the requestor and any other party intervening.

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

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

- A. **Applicability.** These procedures shall apply to controversies between DHEC and a grantee when the grantee disagrees with DHEC's evaluation of an expenditure by the grantee as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a grantee of an awarded grant.
- B. **Complaint against Grant Program Management.** No later than *thirty (30) calendar days* after receiving notice that the agency's grant program area has denied an expenditure, a grantee must 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:

Lisa Hobbs
SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898 -0811
Fax: (803) 898-2065
(HobbsLB@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)