

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

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

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

**PURPOSE**

This SubAward by and between the DHEC and the Subrecipient is for the purpose of disbursing funds in accordance with the Federal Ryan White HIV/AIDS Treatment Extension Act, Part B program and the DHEC Public Health, STD/HIV Division, Ryan White Part B Program as outlined in DHEC's Ryan White Part B FY2019-RFGA-HV-904 Request for Grant Applications (RFGA).

**A. SCOPE OF SERVICES**

The Subrecipient agrees to use Ryan White Part B Program funding for the purposes in accordance with the Federal Ryan White HIV/AIDS Treatment Extension Act, Part B Program and DHEC for developing and/or enhancing access to a comprehensive continuum of high-quality HIV care and treatment for low-income people living with HIV. The Subrecipient furthermore agrees to comply with all specific requirements outlined in the Request for Grant Applications FY2019-RFGA-HV-904 (*Attachment I*).

**1. REQUIRED ACTIVITIES:**

Ryan White Part B Subrecipient shall:

- a. Conduct an annual individual area needs assessment within the geographic area served and participate in periodic statewide needs assessments to be conducted on an ongoing basis. The annual assessment is to be done in collaboration with public health and community-based providers of HIV-related services and with the participation of PLWH. Surveys must demonstrate a strategy to eliminate survey bias. The subrecipient should include individuals who know their HIV status and are not receiving HIV-related services as well as paying attention to any gaps in access and services among affected populations. Results of the needs assessment must be used in program planning.
- b. Deliver a continuum of services for PLWH living in all counties of the service area for which the organization provides or pays for services to support the care plan to ensure clients enter medical care, remain in care, are prescribed anti-retroviral therapy, and strive to achieve and maintain viral suppression. The following Ryan White Part B eligible services must be provided or paid for: outpatient ambulatory health services, oral health care, mental health services, medical case management, outpatient substance abuse services, and medical transportation. Other RW Part B eligible core and supportive services include: health insurance premium and cost sharing assistance, home and community based health services, hospice services, medical nutrition therapy, emergency financial assistance, food bank/home delivered meals, health education/risk reduction, housing services, linguistics services, other professional services, outreach services, permanency planning services, psychosocial support

services, referral for health care/supportive services, rehabilitation services, respite care and substance abuse services residential. These services should be provided in a setting that is accessible to low-income individuals with HIV disease who may have numerous barriers to continuous engagement in care, including a history of mental health, substance abuse, and incarceration. Services must be provided to eligible PLWH individuals who may be uninsured, underinsured or have no source of payment for services. Provision of these services must adhere to the Ryan White HIV/AIDS Program Services, which are subject to change during the grant period. The current version can be found in (*Attachment 2 of the RFGA*). Staff providing services must be licensed and accredited as required by the state for the service they provide when licensing and accreditation is required for a service. As needed, the subrecipient will consult with the DHEC STD/HIV/Viral Hepatitis Program in developing programs/services and policies to assure compliance with Ryan White legislation.

- c. Develop and submit to DHEC an annual budget, budget narrative, and implementation plan (IP) to meet identified service needs with the participation of PLWH using the DHEC required budget and IP formats (*Attachment 8 and 9 of the RFGA, respectively*). After subtracting administrative costs (a maximum of ten (10%) of the subrecipient expenditures), a minimum of seventy-five (75%) of the award must be spent on core services. In establishing a local plan, the subrecipient must demonstrate that they have consulted with the Regional DHEC office and other entities providing HIV-related health care in the area, including other Ryan White providers, community-based AIDS service organizations and PLHW. The subrecipient must show how their plan agrees with their most recent Needs Assessment and SC's Integrated HIV Care and Prevention Plan 2017-2021, including the SCSN. See (Attachment 1 of the RFGA).
- d. Develop agency Service Standards for all Ryan White Part B services provided. Standards should include at a minimum service eligibility, service process, and service caps. The standards should function to ensure that all clients at the agency are offered the same fundamental components of a given service and establish the minimum level of service of care that the RW funded provider offers.
- e. Participate in the Ryan White Statewide Quality Management (QM) program to assess the extent to which HIV health services provided to patients are consistent with the most recent guidelines for treatment of HIV disease and related opportunistic infections, to assess the efficacy of the programs, to analyze and improve gaps along the HIV care continuum, and to implement respective corrective actions. Participation includes the annual development and implementation of a local Quality Management Plan that is aligned with the overall statewide Quality Management Plan (*Attachment 3 of the RFGA*), representation at QM Steering Committee Meetings; annually submitting Clinical Report Card (as required), which includes the established statewide QM Performance Measures to DHEC; routinely monitoring agency performance utilizing Performance Measure data and established targets; implementing continuous quality improvement strategies to improve care and support services provided; and periodically updating DHEC as requested on implementation of improvement strategies.
- f. Maintain strong partnerships in the service area between health departments, HIV prevention service providers, HIV care service providers, and community health centers as these are necessary in meeting the goals of the SC's Integrated HIV Care and Prevention Plan 2017-2021 and the Ryan White Part B Program EIIHA initiative. EIIHA is the identifying, counseling,

testing, informing and referring of diagnosed individuals to appropriate services. The goal of EIIHA is to ensure that individuals who are unaware of their HIV status are identified, informed of their status, referred to supportive services, and linked to medical care.

- g. Promote coordination and integration of community resources and services and address the needs of all affected populations. Maintain appropriate relationships with entities in the area being served that provide key points of access to the health care system for PLWH to facilitate early intervention for those individuals who are newly diagnosed and for those who know their status but are not currently in care. Subrecipient must show evidence of concrete collaborative relationships with providers of medical services, mental health services and substance abuse services provided to people living with HIV.
- h. Conduct entry or re-entry to care rapid and laboratory testing as recommended to ensure comprehensive, quality medical care services in a manner that is consistent with HIV clinical and service performance measure and goals, as clients initially engage or re-engage medical care services. The list below is based on most recent clinical guidelines. Entry or re-entry into care guidelines are subject to change. Diagnostic/laboratory tests may include but are not limited to:
  - 1. Proof of eligibility: Confirmatory HIV rapid test in a manner consistent with CDC and HRSA Rapid/Rapid testing policy and HIV confirmatory antibody blood test;
  - 2. HIV Disease Progression: T-cell panel CD4 count/complete blood panel and HIV Viral Load;
  - 3. Public Health: Screening for Syphilis and other STIs;
  - 4. Co-infection: Screening for: Hepatitis positivity, immunity, drug resistance and/or disease progression;
  - 5. Public Health: Screening for Tuberculosis exposure and/or infection;
  - 6. ART Therapy: Drug sensitivity test - such as but not limited to - HLA-B\*5701 for therapies containing Abacavir and/or CCR5 Tropic Assay for Selzentry;
  - 7. Resistance testing: Drug resistance testing such as Genotype or Phenotype;
  - 8. Standard of Care: Other tests as defined by the subrecipient for standard of care at entry or re-entry into care.
- i. Ensure Ryan White HIV/AIDS Program is the payer of last resort and vigorously pursue alternate payer sources. The subrecipient must make every effort to ensure that alternate sources of payments are pursued, and that program income is received, tracked, and used consistent with grant requirements. Subrecipient is required to use effective strategies to coordinate with third party payers that are ultimately responsible for covering the cost of services provided to eligible or covered persons. Third party sources include Medicaid, State Children's Health Insurance Programs (SCHIP), Medicare, including Medicare Part D, basic health plans and private insurance. (Health Insurance Premium (HIP) assistance is available to Ryan White

funded providers through ADAP. ADAP Program staff are available to assist with program initiation.).

- j. Certify that all clients served with Ryan White Part B services meet the following South Carolina Part B eligibility criteria: have confirmed diagnosis of HIV, live in South Carolina, have limited income (at or below 550% of the Federal Poverty Level), and have no other payer source for the services provided. Proof of eligibility must be on file and collected prior to initiation of services. Subrecipients must ensure all clients receiving Ryan White Part B services certify eligibility every 12 months/annually and recertify eligibility at least every 6 months. Ryan White, as the payer of last resort, will fund Ryan White services not covered, or partially covered, by public or private insurance coverage.
- k. Use Provide *Enterprise (PE)* for tracking and reporting program services. All core and supportive funded services provided must be documented in *PE*. The Ryan White Services Report (RSR) must be submitted to HRSA from *PE*. Must have a protocol for ensuring accuracy and timeliness of documentation into *PE* for services provided.
- l. Have a grievance policy for the RW Part B Program. The grievance policy must be in writing and shared with RW part B clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to denial of services or a complaint about services received which is unresolved at the subrecipient level may be reported by the client to DHEC's STD/HIV Division by calling 800-856-9954 between the hours of 8:30 AM - 5:00 PM Monday through Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain confidential, unless the client specifically requests that DHEC follow-up with the provider, and, there shall be no reprisal towards the client when grievances are made
- m. Agrees to conduct Programmatic Technical Assistance projects including group and provider-to-provider level training and development of statewide tools to Ryan White Part B providers in SC on an as needed basis when pre-approved by DHEC. Programmatic Technical Assistance Project Work Plans must be pre-approved by DHEC prior to beginning work using the Work Plan template. Only pre-approved costs in the Work Plan will be reimbursed.
- n. If awarded EC funds, EC funds must be used for providing RW Part B eligible core and supportive services for low-income PLWH in the designated Emerging Communities in the state with the goal and linking and retaining clients in care.
- o. If awarded MAI funds, MAI funds are awarded for the statewide prison discharge planning and/or local jail outreach programs increasing racial and ethnic minority populations' participation in ADAP and, as appropriate, other programs that provide prescription drug coverage. While awarded Ryan White Part B MAI funding must be specifically used for targeted outreach to racial and ethnic minority populations, the initiatives must be available to all RW Part B eligible PLWH. Funds from another source (e.g. Ryan White Part B Program, program income, or other agency funds) must be used in proportion to the non-minorities served through the initiative. Reports submitted to HRSA for MAI only allow reporting of visits and services to minorities.

**2. GRANT REQUIREMENTS:**

Ryan White Part B Subrecipient shall:

- a. Adhere to HRSA's HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards, and any revisions made during the grant period, which can be found at:  
<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>,  
<https://hab.hrsa.gov/sites/default/files/hab/Global/programmonitoringpartb.pdf>,  
<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>
- b. Adhere to SC DHEC's Ryan White Part B Program Service Standards (*Attachment 4 of the RFGA*), and any revisions made during the grant period. The standards function to ensure that all Ryan White Part B service providers offer the same fundamental components of a given service category across the state, establish the minimum level of service or care that a RW funded provider may offer, and ensure accessibility of services funded by or derived from RW Part B Program funding.
- c. Provide medical case management services as described in the Ryan White HIV/AIDS Program Services (*Attachment 2 of the RFGA*) i.e. 1) initial assessment of the service needs, 2) development of a comprehensive, individualized service plan, 3) coordination of the services required to implement the plan as well as 4) client monitoring to assess the efficacy of the plan and 5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. Adhere to the South Carolina Part B Medical Case Management Standards, and any revisions made during the grant period, (*Attachment 5 of the RFGA*), including the requirement for all Medical Case Managers to complete the Medical Case Management Educational Training series and pass the final examination within eighteen (18) months of their employment start date. Adhere to the Medical Case Manager and Medical Case Manager Supervisor qualifications (*Attachment 6 of the RFGA*) when hiring new staff.
- d. Adhere to the current HHS Treatment Guidelines are available at [www.aidsinfo.nih.gov](http://www.aidsinfo.nih.gov).
- e. Adhere to adopted clinical, treatment, and HIV care related guidelines for monitoring of performance and quality metrics.
- f. Participate in quality initiatives adopted by DHEC for services funded by RW Part B Program funds or funds derived from the RW Part B Program. An example includes RW funded Outreach services should adhere to the goals and activities of state outreach program.
- g. Subrecipients providing Medicaid eligible services must be Medicaid certified.
- h. If the subrecipient desires to enter into contractual agreements with other entities for the provision of services, the subrecipient must first gain written prior approval from DHEC's STD/HIV/Viral Hepatitis Division. The contractual agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent Subaward with DHEC. The subrecipient is responsible for providing oversight and monitoring to ensure entities receiving Ryan White Part B Program funds are in compliance with all HRSA and DHEC Subaward and reporting requirements as stated in this RFGA and the Subaward with DHEC. If approved, DHEC will establish the

monitoring profile in the HRSA Electronic Handbook (EHB). All subrecipients are required to submit an annual RSR directly to HRSA from PE.

- i. Establish and maintain a schedule of charges policy for services billable to insurance that includes a cap on charges in accordance with HRSA's requirements for client cost share. The policy must be posted publicly and be based on current Federal Poverty Level. No charges may be imposed on clients with incomes below one hundred percent (100%) of the FPL. Charges to clients with incomes greater than the poverty level are determined by a three-tiered schedule of charges. Annual limitation of charges for Ryan White services are based on percent of client's annual income. The schedule of charges policy and annual caps must follow the guidelines in HRSA's National Fiscal Monitoring Standards.
- j. Retain all records with respect to all matters covered by this agreement in accordance with Subaward Terms and Conditions.
- k. Allow HRSA and DHEC on-site for site visits and make records available upon request for financial, programmatic, quality management, and other topics, as required for monitoring purposes. Submit documentation of follow-up on all Corrective Actions, as indicated, until resolved.
- l. Permit and cooperate with any State or Federal investigations undertaken regarding programs conducted under Ryan White Part B.
- m. Provide, upon request by HRSA or DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
  1. FINANCIAL MANAGEMENT: Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices and other source documentation.
  2. PROGRAM PROGRESS: Review progress in providing Ryan White services and expending funds.
- n. Document time and effort of staff funded with Ryan White Part B Program funds demonstrating fiscal stewardship of Ryan White Part B funds.
- o. If the subrecipient agency utilizes the 340B covered entity status available as a Ryan White Part B Program provider, allow DHEC to review the financial documentation of revenues and expenditures to ensure that 340B revenues are generated and utilized in compliance with HRSA requirements.
- p. Program income shall be monitored by DHEC, retained by the Subrecipient, and used to provide Ryan White HIV/AIDS Program (RWHAP) Part B services to eligible clients. Program income is gross income – earned by the Subrecipient directly generated by the grant-supported activity or earned as a result of the RWHAP Part B award. Subrecipient must have systems in place to account for program income and ensure tracking and use of program income consistent with HRSA's requirements. All program income generated as a result of awarded

funds must be used for HRSA's Ryan White HIV/AIDS Program Part B approved project-related activities. For additional information regarding program income, reference the HAB Policy Notices: PCN 15-03 and the Frequently Asked Questions for Policy Clarification Notices 15-03 and 15-04 found at: <https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters>

- q. Responsible for all matters pertaining to applicable HIPAA, data security, and confidentiality, including references in the Subaward.

### 3. GRANT MEETING REQUIREMENTS

Ryan White Part B Subrecipient must attend the following meetings:

- a. PEER REVIEW: The subrecipient will assign one (1) representative at the Director level to serve on the Peer Review Committee. Meetings are held face-to-face four (4) times per year on the first Thursday of the months of March, June, September, and December. \*
- b. DIRECTOR MONTHLY CALLS: The subrecipient will assign the same one (1) representative from the Director level to attend the Director Monthly Calls. Calls are scheduled on the first Thursday of each month when not meeting in person. \*
- c. CLINICAL QUALITY MANGEMENT MEETINGS: The subrecipient will assign at least one (1) representative to serve on the Statewide Ryan White QM Steering Committee. The QM Steering Committees meets twice per year. \*
- d. MEDICAL CASE MANAGEMENT WORKGROUPE: The subrecipient will assign one (1) representative to serve on the Medical Case Management Workgroup. Meetings are scheduled monthly for the fourth Thursday of each month. \*
- e. OUTREACH WORKFORCE COMMITTEE: If the subrecipient uses Ryan White Part B Program awarded funds or funds earned through the Ryan White Part B Program for providing Outreach services, the subrecipient will assign at least one (1) representative to serve on the Outreach Workforce Committee. Additionally, all MAI funded staff are also required to attend the Outreach Workforce Committee. Meetings are scheduled for the third Thursday of each month. \*
- f. PERIODIC STATEWIDE MEETINGS: The subrecipient will send at least one (1) representative to each statewide meeting convened by DHEC, not to exceed four (4) per year. Examples may include, but are not limited to, Ryan White All Parts Meetings and meetings specifically held for preparing and evaluating, SC's Integrated HIV Care and Prevention Plan, including the SCSN.
- g. PROGRAM SPECIFIC TECHNICAL ASSISTANCE (TA): Subrecipients throughout the year may be required to participate in DHEC required Technical Assistance meetings, calls, and webinars. Examples may include, but are not limited to: Site Visit Preparation, RSR Technical Assistance, ADAP TA calls and other calls for the dissemination of Technical Assistance to meet program deliverables.

\*Meetings are subject to change and may be canceled with advance notice from DHEC.\*

**4. GRANT REPORTING REQUIREMENTS:**

The Ryan White Part B Subrecipient will provide programmatic, demographic, and financial reports as requested by the STD/HIV Division.

Reporting requirements, which are subject to change during the grant period, include:

**1. QUARTERLY/BI-ANNUAL REPORTS:**

- a. QUARTERLY – A financial statement for each Ryan White Part B Program funding source which identifies the amount of funds received and the amount expended for each category of services provided.
- b. BI-ANNUAL – A description of the progress in meeting local HIV service goals and objectives, including efforts to address the continuum of health and support services, and a summary of issues and/or problems, which may have impeded implementation and the strategies, used to address them. Goals and objectives will be submitted annually, and progress reported bi-annually for each funding source or as requested by DHEC.

**2. RYAN WHITE SERVICES REPORT (RSR):**

- a. Each subrecipient that receives Part B funding will submit reports on all clients who received at least one (1) service during the reporting period that is eligible for Ryan White Part B funding and funded with Ryan White Part B federal funds. These reports must include unduplicated counts of clients. The reporting period will be January 1-December 31. If the subrecipient subcontracts any of the work, the subrecipient is responsible for ensuring the subcontractor submits an RSR.
- b. Each subrecipient receiving Part B funds will provide other information required for the RSR including, but not limited to, RSR Summary Report; a contact person for each provider; the name, address, phone and fax number for each organization; the minority composition of the board and/or staff of each organization as well as other information.

**3. WOMEN, INFANT, CHILDREN, YOUTH (WICY) REPORT:**

The subrecipient will also be required to comply with any additional reporting requirements that may be required by DHEC and HRSA such as reporting on the numbers of Women, Infants, Children and Youth served.

**4. QUALITY MANAGEMENT PROGRAM DATA REPORT:**

The subrecipient will be required to submit a report of the required performance measures annually.

**5. ADDITIONAL DOCUMENTATION AND REPORTING REQUIREMENTS:**

In addition to the reporting requirements above, in order to comply with the Ryan White legislation, the funded subrecipient must document and report to DHEC information about the:

- a. Other reports as indicated in the Ryan White Reporting Schedule posted to the DHC website annually;



- b. Type, amount, and costs of programs and services funded through the subrecipient;
- c. Number and demographic characteristics of individuals and families served by the subrecipient; and
- d. Data elements collected for RSR and Quality Management Program, which will include but are not limited to: CD4 counts, viral load test results, TB skin testing, immunization information, and pap tests.

6. ADAP PROGRAM:

DHEC is required under the Ryan White Part B grant to report unduplicated client services to the HRSA. In accordance with this grant requirement and for purposes of the ADAP Program's performance of treatment, payment and health care operations pursuant to the Health Insurance Portability Act of 1995 (HIPAA) the subrecipient will be required to release to the ADAP Program the following information upon request:

- a. Electronic information entered into the *Provide Enterprise* System. The information requested will include the Patient's Client Profile, Drug (if entered) and Vital Sign Information (if entered) and will not include detailed information such as visit history and progress logs.
- b. Timely release of this information to the ADAP Program is essential for purposes of grant compliance.

7. PROGRAM INCOME REPORT:

The subrecipient will also be required to report program income to DHEC on monthly invoices for the program income earned in the previous month. The Program Income Report must include gross income minus expenses giving net income for each source of program income as seen in (*Attachment II*).

5. **GRANT ACCOUNTABILITY MEASURES:**

1. Subrecipients must serve no less than ninety-five percent (95%) of the total number of clients served in the previous calendar year based on the annual Ryan White Services Report. A decrease greater than five percent (5%) in clients served may result in corrective actions and may result in a reduction in funding or termination of the Subaward, unless there is statistical evidence of a decrease in need for the service area or additional services providers added to the service area.
2. Subrecipients falling below twenty percent (20%) of the state benchmark for any of the established Quality Management Performance Measures will be required to implement improvement strategies and report progress to DHEC. The improvement strategies must include agreed upon (between DHEC and subrecipient) improvement targets with established time frames. Non-compliance with the improvement strategy or continued performance below twenty percent (20%) of the state benchmark may result in a reduction in funding or termination of the Subaward.

3. In a fiscal year, subrecipients must use funds within ten percentage (+/-10%) points of the ratio of the population of racial minority groups with HIV infection of the geographic service area to the general population in the geographic area of individuals with HIV infection. For example, in the service area if the proportion of African-Americans with HIV infection to the total number of persons with HIV infection is **seventy-four** percent (74%), then the subrecipient must expend **at least sixty-four** percent (64%) of its annual funding to providing services to African Americans. DHEC will provide each funded subrecipient with the required ratio based on reported HIV/AIDS cases and prevalence data.
4. Subrecipients must use no lesser than the percentage of funds in a fiscal year constituted by the ratio of the population of the geographic service area of infants, children, youth and women with HIV infection to the general population in the geographic area of individuals with HIV infection. For example, in the service area if the proportion of infants, children, youth and women with HIV infection to the total number of persons with HIV infection is twenty-four percent (24%), then the subrecipient must expend no lesser than twenty-four percent (24%) of its annual funding to providing services to infants, children, youth and women. DHEC will provide the funded subrecipient with the required ratio based on reported HIV/AIDS cases and prevalence data.
5. MEASURE: Actual proportion of infants, children, youth and women with HIV infection served per year versus the number of infants, children, youth and women with HIV infection in the geographic area.
6. **FUNDING RELATED GRANT REQUIREMENTS:**  
Ryan White Part B Subrecipient shall:
  1. Submit annually a projected annual budget, budget narrative, and Implementation Plan (IP) for each funding source to DHEC at the beginning of each grant year for each funding source awarded. Each funding source (Base, EC, MAI, Supplemental, Rebate) must be budgeted, tracked, reported, and invoiced separately. Required Budget and IP templates can be found: in (*Attachments III*).
  2. The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds. A sample budget narrative can be found in (*Attachment IV*.)
  3. If throughout the course of a grant year a budget revision is necessary and exceeds twenty-five percent (25%) of the amount allocated for a budget line item, the subrecipient must make a written request to DHEC for approval of the revision. The budget revision will not be authorized until the subrecipient receives written approval from DHEC. Budget revision templates can be found in (*Attachment III*).
  4. Limit administrative charges to the grant to ten percent (10%) of expenditures.

5. Spend at least seventy-five (75%) of each award on core services after subtracting administrative costs. A maximum of twenty-five (25%) of each of the subrecipient's grant award (after subtracting administrative costs) may be spent on supportive services. MAI funds are not held to this rule.
6. While this list is not inclusive of all unallowable costs, Ryan White Part B Program funds may not be used for the following:
  - International Travel
  - Construction
  - Pre-Exposure Prophylaxis (PrEP) or Post-Exposure Prophylaxis (nPEP)
  - Syringe Services Programs
  - Cash payment to intended recipient/client of RW services
  - Development of materials designed to promote or encourage, directly, intravenous drug use or sexual activity
  - Funeral and burial expenses
  - Support for operating clinical trials
  - Support for criminal defense or for class action suits unrelated to access to services eligible for funding under the Ryan White legislation
  - Direct maintenance or any other expenses of a privately-owned vehicle
  - State and local taxes for personal property
  - Pet foods
  - Social/recreational activities if not provided on subrecipient premises
  - Marketing and promotion to general audiences
  - Vehicles (purchase or lease without DHEC's Prior Approval)
  - Start-up costs
7. Continually monitor the third-party reimbursement process and collect reimbursement. Charges that are billable to third party payers are unallowable for reimbursement with Ryan White Part B Program funds, as Ryan White is the payer of last resort.
8. Subrecipient must have financial mechanisms in place to monthly track program income, including client direct payment, reimbursement from Medicaid, Medicare, third party insurance, and 340B Income, and expenditures of program income. Program income must be used to further the Ryan White Part B program and can only be used in accordance with HRSA's Ryan White HIV/AIDS Program Part B requirements.
9. Must have and maintain financial mechanisms for monthly adequate and accurate reporting, reconciliation and tracking of program expenditures for each awarded funding source and program income. Each Ryan White Part B awarded funding source (ie. Base, EC, MAI, Supplemental, Rebate) and program income must be budgeted, tracked, and reported separately. Reimbursement requests must also be by funding source. Mechanisms must be in place for accurately tracking clients and expenditures and ensuring no duplication of services.
10. An initial advance payment invoice may be made for the expected amount needed for the first month of each grant award year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. The subrecipient should

make every attempt to utilize funds as expeditiously as possible within each grant award year. At the end of each period of performance, and also at the end of the SubAward period if a multi-year Subaward, the total expenditures should offset the initial advance payments and this offset must be documented, reconciled and submitted to DHEC along with the final invoice for the budget year. Repayment of any excess funding will be required. Documentation and invoice must be submitted to DHEC within fifteen (15) calendar days after the end of the budget year.

**B. SOURCE OF FUNDING and AMOUNT:**

The Project Period for this SubAward is April 1, 2019 through March 31, 2022.

***Source of Funds 1 (SOF1): Ryan White Care Act Title II:***

- a. RYAN WHITE PART B FEDERAL BASE FUNDS:  
\$ \_\_\_\_\_ for the time period of April 1, 2019, or when all parties have signed, whichever is later, through March 31, 2020; and approximately \$ \_\_\_\_\_ for each year thereafter contingent upon final grant award for each year.
- b. RYAN WHITE PART B FEDERAL EMERGING COMMUNITIES FUNDS:  
\$ \_\_\_\_\_ for the time period of April 1, 2019, or when all parties have signed, whichever is later, through March 31, 2020; and approximately \$ \_\_\_\_\_ for each year thereafter contingent upon final grant award for each year.
- c. RYAN WHITE PART B FEDERAL MINORITY AIDS INITIATIVE FUNDS:  
\$ \_\_\_\_\_ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2020; and approximately \$ \_\_\_\_\_ for each year thereafter contingent upon final grant award for each year.

***Source of Funds 2 (SOF2): Ryan White Part B Supplemental:***

- d. RYAN WHITE PART B FEDERAL SUPPLEMENTAL FUNDS:  
\$ \_\_\_\_\_ for the time period of April 1, 2019, or when all parties have signed, through September 29, 2019; and approximately \$ \_\_\_\_\_ for each year thereafter contingent upon final grant award for each year.

***Source of Funds 3 (SOF3): Rebates generated through the Ryan White Part B SC AIDS Drug Assistance Program (ADAP):***

- e. RYAN WHITE PART B REBATE FUNDS:  
\$ \_\_\_\_\_ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2020; and approximately \$ \_\_\_\_\_ for each year thereafter contingent upon funding availability.
- f. PROGRAMMATIC TECHNICAL ASSISTANCE REBATE FUNDS:  
\$10,000 (at a rate not to exceed \$65 per hour) for the time period of April 1, 2019, or when all parties have signed, through March 31, 2020; and approximately \$10,000 for each year thereafter contingent upon funding availability.

Annual funding awards are contingent upon funding availability from HRSA, available RW Part B ADAP rebates, and service priorities. Federal funding levels and rebates may change from year-to-year, as a result, Subaward award amounts are subject to change annually.

No carryforward of funds will be allowed between years.

*Attachment V -SOF1 thru SOF3* contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

**C. PERIOD OF PERFORMANCE:**

This Subaward shall become effective on April 1, 2019 or whenever all parties have signed, whichever is later and ends on March 31, 2020.

This Subaward is renewable for two (2) additional one-year periods. At the end of the initial term, and at the end of each renewal term, this Subaward shall automatically renew for a period of one year, unless Subrecipient receives notice that the state elects not to renew the Subaward at least thirty (30) days prior to the date of renewal. Regardless, this Subaward expires no later than the last date of the maximum Subaward period which is **March 31, 2022**. Only work done in accordance with the effective dates of the Subaward will be compensated.

**D. COMPENSATION:**

1. **Budget:** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this subaward.
2. **Indirect Cost:** If the Subrecipient utilizes an approved federally negotiated indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any subrecipient that has never received a negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to DHEC.

Ryan White Part B restricts administrative costs, which include indirect costs, to 10% of expenditures.

**3. Prior Approvals:**

The Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$150,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.

No revisions over 10% per line item (either operating line item or service category line item) to the approved budget may be made without prior written approval from DHEC.

Out-of-state travel may be eligible for reimbursement only if approved in advance in writing.

Subrecipient shall not subaward any of the work or services covered by this subaward without DHEC's prior written approval.

4. **Prohibited Items:** No Subaward funds may be used for the purchase of real property.
5. **Travel:** Reimbursement of Subrecipient's travel expenses, including mileage and subsistence (meals), incurred in **connection** with the services under this Subaward will be limited to the standard rates for State employee travel in effect during the period of this Subaward and will be included within the maximum amount of the Subaward. The standard rates for mileage and subsistence can be found at <https://www.cg.sc.gov/guidanceandformsforstateagencies/Pages/travelformsmileagerate.aspx>. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change annually.

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

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

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

- E. **METHOD OF PAYMENT:** The Subrecipient shall submit a monthly request for payment for services rendered as outlined in the Scope of Services and approved budget, as follows:

If the subaward contains multiple sources of funding, the invoice must identify the source of funding for which reimbursement is being requested. The invoice must include the name and address of the Subrecipient, the Subaward Number, a brief description of the Scope of Services, the period covered, an itemized listing of expenses incurred with categorical break-out sub-totals as required by the DHEC program, the total amount of the reimbursement, and supporting detailed documentation for expenditures as required by DHEC. Supporting detailed documentation includes but is not limited to paid receipts, canceled checks, travel logs, hotel/motel folios, journal entries, attendance rosters, performance reports, and payroll registers indicating date, hours and cost charged to the grant.

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

- F. **ACCESS TO RECORDS:**

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

**G. CLOSEOUT OF SUBAWARD:**

Subrecipient is responsible for implementing the necessary administrative actions to closeout the subaward. Administrative actions may include but are not limited to:

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

**H. SUBRECIPIENT AUDIT REQUIREMENTS:**

Subrecipients, except for-profit entities, must submit a certification of total federal grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F. Subrecipient is responsible initiating the process to implement the audit.

Entities which are audited as part of the State of South Carolina Statewide Single Audit are required to furnish the auditor's report on findings and the Subrecipient's corrective action plan. Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control  
 Finance Director  
 Bureau of Financial Management  
 2600 Bull Street  
 Columbia, SC 29201

Or, Email to: [GrantsMgt@dhec.sc.gov](mailto:GrantsMgt@dhec.sc.gov)

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Subrecipient's fiscal year. If

the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control  
Finance Director  
Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201

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

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

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

#### **I. TERMS AND CONDITIONS:**

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal funds in manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

1. **2<sup>ND</sup> TIER SUBAWARDS:** Subrecipient shall not subaward any of the work or services covered by this Subaward without DHEC's prior written approval.
2. **ASSIGNMENT:** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.
3. **ANNUAL RISK ASSESSMENT SURVEY:** On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.
4. **AUDIT VERIFICATION:** On an annual basis, Subrecipient will be required to complete and return a statement verifying subrecipient's status as to the single audit requirement.
5. **AUDIT RESULTS:** If a single audit, program specific audit or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.



6. **FFATA:** Funding for this subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

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

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

7. **SAM (System for Award Management):**

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

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

If the Subrecipient is a hospital, the following statement may be used:

Does the hospital have a minority utilization plan? Yes \_\_\_ No \_\_\_

If response is no, is the hospital in the process of developing a plan?

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

9. **SUBCONTRACTORS:** Contractor shall not subcontract any of the work or services covered by this Contract without DHEC's prior written approval.

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

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

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

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

**12. TERMINATION:**

- a. Either party may terminate this Subaward by providing thirty (30) calendar days written notice of termination to the other party.
- b. DHEC funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to DHEC to pay the charges or fund activities under this Subaward, it shall terminate without any further obligation by DHEC upon written notice to Subrecipient. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.
- c. DHEC may terminate this Subaward for cause, default or negligence on the Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions of this subaward may result in a delay in payment, request for additional documentation, audit, termination of the subaward and prohibition of receiving additional awards from DHEC. DHEC may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

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

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

**15. DRUG FREE WORKPLACE:** By signing this Subaward, Subrecipient certifies that it will

comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.

16. **STANDARD OF CARE:** Subrecipient will perform all services under this Subaward in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.
17. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY:** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires DHEC to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Subaward, equitable indemnification, or any other theory or claim.
18. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Subaward.
19. **CHOICE OF LAW:** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
20. **DISPUTES:** All disputes, claims, or controversies relating to the Subaward shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to jurisdiction in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DHEC regarding the Subaward is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.
21. **DEBARMENT:** Subrecipient certifies that it has not been debarred suspended, proposed for debarment, or declared ineligible for the award of Subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that the Subrecipient knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Subaward for cause in addition to other remedies available.
22. **SERVICE OF PROCESS:** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as the Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina.

Notice by certified mail is deemed effective when received.

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

**SUBRECIPIENT:**

*Name*

*Address*

*Telephone*

Fax

Email

**DHEC:**

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

24. **COMPLIANCE WITH LAWS:** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
25. **THIRD PARTY BENEFICIARY:** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third-party beneficiary or otherwise.
26. **INSOLVENCY, BANKRUPTCY, DISSOLUTION:** (a) Notice. Subrecipient shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State subawards/Subawards against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DHEC upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual),

or ceasing to do business.

27. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
28. **WAIVER:** DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DHEC Subawards Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.
29. **PLACE OF SUBAWARDING:** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.
30. **ATTACHMENTS/ENTIRE AGREEMENT:** attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this contract. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this contract and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this contract take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties.
- Attachment I: FY2019-RFGA- HV-904
  - Attachment II: Program Income
  - Attachment III: Budget Quarterly and Year End Financial Report, Budget Revision, and Invoice Templates (Required)
  - Attachment IV: Budget Narrative Template (Sample Template)
  - Attachment V: Subrecipient Certification of Compliance
  - Attachment VI: SubAward Source of Funding
  - Attachment VII: FFATA Data Checklist
31. **CONFLICT OF INTEREST:** Subrecipient, as a non-Federal entity, must comply with 2 CFR 200.318 General Procurement Standards (c) (1), The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
32. **PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE:** DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Subrecipient shall direct, participate in,

approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

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

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

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

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

- g) Subrecipient is a *[specify entity type, e.g., corporation/limited liability company/other \_\_\_\_\_]* duly organized, validly existing and in good standing under the laws of \_\_\_\_\_ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Subaward.

**34. LOBBYING:**

- a. Subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the grant funds to engage in lobbying activities and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.
- b. No part of any grant or Subaward funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- c. 31 U.S.C. § 1352 certification (45 CFR Part 93).  
The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:
- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal subaward, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal subaward, grant, loan, or cooperative agreement.
  - II. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal subaward, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - III. The undersigned shall require that the language of this certification be included in the award documents for all Subawards at all tiers (including subawards, subgrants, loans and cooperative agreements) and that all subrecipients shall certify and disclose

accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**36. SPECIAL SECURITY REQUIREMENTS:**

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

**37. CONFIDENTIALITY:**

- a. Subrecipient will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability



Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.

- b. Subrecipient will not, unless required to perform its responsibilities under this Contract or required by law (as determined by a court or other governmental body with authority):
  - i. access, view, use, or disclose confidential information without written authorization from DHEC;
  - ii. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
  - iii. make any unauthorized copy of confidential information or remove or transfer this information to any unauthorized location or media.
- c. Subrecipient will direct any request it receives for confidential information obtained through performance of services under this Subaward, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Subrecipient discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Subrecipient must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Subrecipient must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Subrecipient must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Subaward and applicable law. If Subrecipient is a business associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Contractor will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Subrecipient and Subrecipient's employees, agents, and subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement, to protect information contained in a particular DHEC program area.
- e. Subrecipient must immediately notify the DHEC Compliance Officer at 803-898-3350; 1-888-843-3718, [compliance@dhec.sc.gov](mailto:compliance@dhec.sc.gov), and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Subaward. Subrecipient will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under

applicable law, including S.C. Code Section 1-11-490.

- f. Subrecipient's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Subaward.
  - g. Subrecipient must treat **all** information, documents, and electronically stored information received from or through DHEC or generated by Subrecipient or DHEC in connection with the performance of this Subaward as confidential information and must not disclose any such information or documents except as permitted by the Subaward, and except to the extent DHEC authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority).
38. **HIPAA TRAINING:** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Subaward, Subrecipient its employees/agents will be educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Subaward.
39. **INFORMATION SECURITY AWARENESS TRAINING:** Before any DHEC Information System access can be granted, Subrecipient must ensure that its employees and agents have been educated and trained regarding information security awareness pertaining to information and cyber security. Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Subaward.
40. **CERTIFICATION OF DESTRUCTION OF AGENCY DATA:** At the termination of this Subaward, Subrecipient will provide DHEC, in writing, certification that all DHEC data provided to the Subrecipient has been removed from all Subrecipient systems, backups, media and electronic storage mechanisms at all locations and/or under the control of the Subrecipient. This includes all original data files, copies made of the data files, derivatives or subsets of the data files and any manipulated data files.
41. **SURVIVAL OF OBLIGATIONS:** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Subaward shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification – Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1].
42. **SURVIVAL:** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

43. **RETURN OF FUNDS:** Subrecipient shall return to DHEC any funds paid by DHEC and not used for completion of services in accordance with this Subaward. If DHEC determines, through audit or otherwise, that Subrecipient has misused funds, Subrecipient shall return those funds as directed by DHEC.
44. **LICENSE/ACCREDITATION:** Subrecipient represents and warrants that Subrecipient and Subrecipient's employees and/or agents who will perform services under this Subaward currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Subaward, and Subrecipient has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Subrecipient and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Subaward. Subrecipient will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Subrecipient or Subrecipient's employees or agents providing or performing services under this Subaward.
45. **POST-EXPOSURE PROPHYLAXIS:** In the event that an uninsured, HIV negative individual reports a non-occupational, accidental needle-stick from an HIV positive client of the Subrecipient, the Subrecipient may request payment assistance for post-exposure prophylaxis from DHEC in accordance with the public health purpose of this Grant.
- a. Subrecipient may request funding for post-exposure medications only. DHEC will not provide counseling, monitoring or other clinical advice or support in response to a post-exposure request under this Grant.
  - b. Requests for medication payment assistance may be made via the RW or ADAP program manager. If approved, DHEC will require a separate invoice with verification and explanation of the event for reimbursement to be processed and paid.
  - c. This Grant provision exists for public health emergencies only to prevent accidental HIV infection and implies no liability to DHEC for receiving, processing or reimbursing the Subrecipient for payment of HIV post-exposure medications.
  - d. Request for payment will be considered by DHEC only if no unrestricted or other available funding source exists.
  - e. The Subrecipient request shall not include occupational, recreational, or sexual assault related needle-stick or exposure since other non-RW payment systems exist when these instances occur.
46. **USE OF RYAN WHITE FUNDS REGARDING INSURANCE COORDINATION:** The Ryan White HIV/AIDS Program (RWHAP) requires all Subrecipients to "vigorously pursue" health insurance enrollment that is cost-efficient for medication coverage under the plan as opposed to the RWHAP cost of medications without coverage.

- a. RWHAP clients of the Subrecipient organization may be or become enrolled for insurance coverage under a health care plan that meets the RWHAP medication cost-savings requirement but is not accepted (in-network) for RW-eligible services provided to standard (non RW) clients of the organization.
  - b. The Grant funds awarded under this Grant exist to establish payment systems and service models for RW-eligible services provided by the Subrecipient - even for clients who have no insurance coverage, are under-insured, or are covered by out-of-network plans.
  - c. The Subrecipient is expected to coordinate solutions with the DHEC RW program to provide systems of wrap-around assistance using RWHAP or other program funds to ensure uninterrupted access to eligible services-as clients obtain, lose, or change coverage - in accordance with RWHAP policies and requirements.
  - d. The Subrecipient may not institute a policy, program, or practice to systematically deny contracted services to uninsured, under-insured, or out-of-network RWHAP clients of the organization if such policies, programs, or practices contradict RWHAP policies, standards, allowances, or authorized exceptions.
  - e. Subrecipient coordination with the DHEC RW program may include systems to refer RWHAP clients covered by out-of-network plans to in-network hospitals or providers for admissions/procedures/surgeries that are not eligible under the RW grant but are covered by the insurance plan.
47. **ADVANCE PAYMENTS:** are paid in accordance with DHEC Administration Policy B.414, "Providing Advance Payments of Federal Funds to DHEC Subrecipient Subrecipients" (the "Policy"). In short, the following procedures should be followed. If there is a conflict in the below procedures and the Policy, the Policy supersedes the below procedures:
- a. An initial advance payment invoice may be made for the expected amount needed for the first month of each grant award year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month.
  - b. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. The Subrecipient should make every attempt to utilize funds as expeditiously as possible within each grant award year.
  - c. At the end of each grant award year, and also at the end of the Subaward period if a multi-year Subaward, the total expenditures should offset the initial advance payments and this offset must be documented, reconciled and submitted to DHEC along with the final invoice for the budget year. Documentation and invoice must be submitted to DHEC within fifteen (15) calendar days after the end of the budget year.
48. **ADVANCE PAYMENT PENALTY:** All services listed within this Subaward are to be completed. In the event that all services are not fully rendered as provided for in the Subaward, any monies that have been paid by DHEC under the Subaward must be refunded to DHEC along with a 12% penalty.

49. **REVISIONS OF LAW:** The provisions of the Subaward are subject to revision of State or federal regulations and requirements governing Ryan White Care Act Title II, Ryan White Part B Supplemental, and Rebates generated through the Ryan White Part B SC AIDS Drug Assistance Program (ADAP).
50. **EQUIPMENT TITLE:** Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Subaward shall vest in DHEC upon acquisition and will be transferred to the Subrecipient upon the end of the successful completion of the Subaward for use in continued support of the effort of the work as outlined in the Subaward.
51. **THIRD PARTY BILLING:** The Subrecipient will bill the third-party source directly for reimbursement for such services. DHEC will be responsible for reimbursing the Subrecipient only that portion of charges not reimbursed by the third-party source.
52. **TOBACCO-FREE CAMPUS POLICY:** Tobacco-Free Campus Policy: Use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited in any facility or on any property owned or controlled by DHEC (including parking lots, parking garages, sidewalks, and breezeways).
53. **WORK ENVIRONMENT:** Harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Any act of harassment by employees, including sexual and discriminatory harassment, is prohibited and subjects the employee to disciplinary measures. All reports of harassment, either verbal or in writing, will be investigated in a timely manner. Retaliation against an employee or other person who reports a concern about harassment is strictly prohibited. Acts of harassment by agents, contractors or vendors are also prohibited and may result in sanctions.
54. **INDEMNIFICATION:** "Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Subaward, and to the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Subrecipient, in whole or in part, in the performance of services pursuant to this Subaward. Further, Subrecipient shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Subrecipient's breach of this Subaward, including any breach of confidentiality by a person to whom Subrecipient disclosed confidential information in violation of this Subaward. Subrecipient shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Subrecipient of the assertion of the claims alleged to be covered under this clause. Subrecipient's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Subaward.

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

SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND ENVIRONMENTAL CONTROL

SUBRECIPIENT NAME

BY: \_\_\_\_\_  
Linda Bell, MD  
Director  
Bureau of Disease Control

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

MAILING ADDRESS:

Phone: ( ) \_\_\_\_ - \_\_\_\_  
Fax: ( ) \_\_\_\_ - \_\_\_\_  
E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: \_\_\_\_\_

TYPE OF ENTITY (check one):

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

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

\_\_\_\_\_

Registered agent and address in South Carolina:

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

SCDLLR or other license # \_\_\_\_\_

**ATTACHMENT I**

**S.C. DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
REQUEST FOR GRANT APPLICATIONS (RFGA)  
RYAN WHITE PART B FY19-RFGA-HV904**

[http://www.scdhec.gov/Health/FHPF/DiseaseResourcesforHealthcareProviders/HIV\\_AIDS\\_STD\\_Resources/HIVSupportForCommunities/](http://www.scdhec.gov/Health/FHPF/DiseaseResourcesforHealthcareProviders/HIV_AIDS_STD_Resources/HIVSupportForCommunities/)

DRAFT

**Attachment II****Program Income Reporting**

Subrecipients are required to report program income to DHEC on monthly invoices for the program income earned in the previous month. The Program Income Report must include gross income minus expenses giving net income for each source of program income as seen below. Program income must be used to further the Ryan White Part B program and can only be used in accordance with HRSA's Ryan White HIV/AIDS Program Part B requirements.

**Reporting Time Period** – (Month/Year)**1) 340B**

Gross – Mediation Cost – Dispensing Cost = Net Income

**2) Medicaid**

Revenue – Admin for Billing = Net Income

**3) Medicare**

Revenue – Admin for Billing = Net Income

**4) Private Insurance**

Revenue – Admin for Billing = Net Income

**5) Other**



**ATTACHMENT III**

**Ryan White Part B Budget Quarterly and Year End Financial Reports, Implementation Plans, Budget Revisions, and Invoice Templates**

**(Use of these forms is REQUIRED.)**

<http://www.dhec.sc.gov/Health/DiseasesandConditions/InfectiousDiseases/HIVandSTDs/RyanWhitePtB/>

DRAFT

**ATTACHMENT IV**

**Budget Narrative Form**

**(Sample Template)**

DRAFT

**SUBAWARD BUDGET FOR SOURCE OF FUNDING (SOF) # \_\_\_\_\_**

**Period of Performance From \_\_\_\_\_ To \_\_\_\_\_**

**Subaward # \_\_\_\_\_**

**Subaward Amendment \_\_\_\_\_**

<b>PERSONNEL</b>						<b>DHEC Grant</b>	<b>In-Kind or PI</b>	<b>Total</b>
<b>1</b>	<b>Salaries</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Employee Name, Title	Annual Salary	Percent Funded	# of Months	\$ Amount Funded	\$		\$
	<b>Function:</b> List job functions							
b.	Employee Name, Title	Annual Salary	Percent Funded	# of Months	\$ Amount Funded	\$		\$
	<b>Function:</b> List job functions							
<b>2</b>	<b>Fringe Benefits</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, % applied to total salary or \$ per FTE					\$		\$
b.	Describe item, % applied to total salary or \$ per FTE					\$		\$
<b>3</b>	<b>In-Direct Cost: Federal Rate _____</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
	<b>Deminimis _____</b>							
	If Deminimis, must provide details of Modified Total Direct Costs (MTDC) Please list items included in MTDC. If Federally approved rate, provide a copy of approval letter.							
<b>Personnel</b>						<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
<b>Subtotal</b>								
<b>OPERATING</b>								
<b>1</b>	<b>Contractual/Consultants</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	List contracted entity and deliverables					\$		\$
b.	List contracted entity and deliverables					\$		\$
<b>2</b>	<b>Equipment</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, quantity and unit cost					\$		\$
b.	Describe item, quantity and unit cost					\$		\$
<b>3</b>	<b>Supply</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, quantity and unit cost					\$		\$
b.	Describe item, quantity and unit cost					\$		\$
c.	Describe item, quantity and unit cost					\$		\$
<b>4</b>	<b>Travel</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	In-State Mileage – list # miles, # FTE’s, frequency, purpose					\$		\$
b.	In-State Subsistence – list # FTE’s, frequency					\$		\$
c.	In-State Lodging - list dates, # FTE’s, destination, purpose					\$		\$
d.	Out of State Mileage – list # miles, # FTE’s, frequency, purpose					\$		\$
e.	Out of State Subsistence – list # FTE’s, frequency					\$		\$
f.	Out of State Lodging - list dates, # FTE’s, destination, purpose					\$		\$
g.	Out of State Airfare - list dates, # FTE’s, destination, purpose					\$		\$
<b>5.</b>	<b>Other:</b>					<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
a.	Describe item, quantity and unit cost					\$		\$
<b>Operating</b>						<b>\$ subtotal</b>	<b>\$ subtotal</b>	<b>\$ subtotal</b>
<b>Subtotal</b>								
<b>GRAND TOTAL</b>						<b>\$ GRANT TOTAL</b>	<b>\$ INKIND TOTAL</b>	<b>\$ GRAND TOTAL</b>
<b>BUDGET</b>								

**ATTACHMENT V**

**SUBRECIPIENT CERTIFICATION OF COMPLIANCE  
REQUIRES SIGNATURE**

**DRAFT**

**Subrecipient Certification of Compliance**

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

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

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

Name	Title	Telephone

\_\_\_\_\_  
**Organization**

\_\_\_\_\_  
**Signature: Executive Director**

\_\_\_\_\_  
**Signature: Authorized Business Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTACHMENT VI**

**SUBAWARD SOURCE OF FUNDING 1**  
**SUBAWARD SOURCE OF FUNDING 2**  
**SUBAWARD SOURCE OF FUNDING 3**

DRAFT

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

(1) Subaward # \_\_\_\_\_ (2) Subaward Amendment # \_\_\_\_\_

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

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

(5) Grant Award Title Ryan White Care Act Title II  
\_\_\_\_\_

(6) Federal Award Identification Number (FAIN) \_\_\_\_\_ (7) FAIN  
Date \_\_\_\_\_

(8) Subaward Period of Performance Start Date April 1, 2019 End Date March 31, 2020

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

(10) Prior Periods Obligated \$ \_\_\_\_\_ (11) Obligated Total \$ \_\_\_\_\_

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

(13) Federal Award Project Description

Ryan White Care Act Title II: For developing and/or enhancing access to a comprehensive continuum of high-quality HIV care and treatment for low-income people living with HIV.

(14) Federal Awarding Agency Health Resources and Services Administration (HRSA)

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

(16) CFDA # and Title 93.917 HIV Care Formula Grants  
\_\_\_\_\_

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

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

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

**SUBAWARD SOURCE OF FUNDING (SOF) #\_\_1\_\_**

(19) Passthrough Entity (DHEC) Contact Information

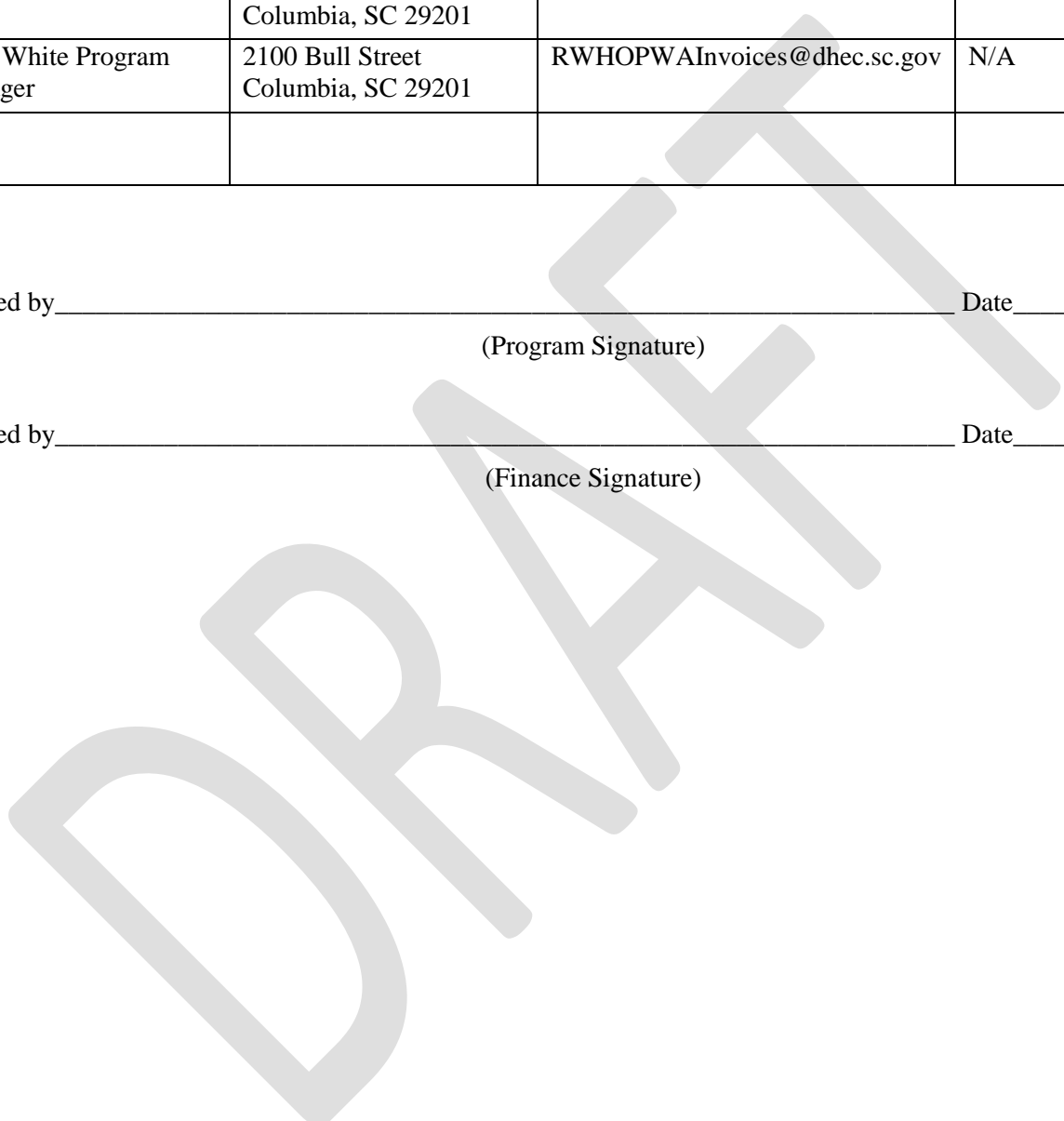
<b>NAME</b>	<b>ADDRESS</b>	<b>EMAIL</b>	<b>PHONE NUMBER</b>
Finance Director	2600 Bull Street Columbia, SC 29201-1708	GrantsMgt@dhec.sc.gov	N/A
Linda Bell, MD	2100 Bull Street Columbia, SC 29201	Belllw@dhec.sc.gov	803-898-0801
Ryan White Program Manager	2100 Bull Street Columbia, SC 29201	RWHOPWAInvoices@dhec.sc.gov	N/A

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

(Program Signature)

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

(Finance Signature)





**SUBAWARD SOURCE OF FUNDING (SOF) # 2**

(1) Subaward # \_\_\_\_\_ (2) Subaward Amendment # \_\_\_\_\_

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

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

(5) Grant Award Title Ryan White Part B Supplemental \_\_\_\_\_

(6) Federal Award Identification Number (FAIN) \_\_\_\_\_ (7) FAIN  
Date \_\_\_\_\_

(8) Subaward Period of Performance Start Date April 1, 2019 End Date September 29, 2019

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

(10) Prior Periods Obligated \$ \_\_\_\_\_ (11) Obligated Total \$ \_\_\_\_\_

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

(13) Federal Award Project Description

Ryan White Part B Supplemental: For developing and/or enhancing access to a comprehensive continuum of high-quality HIV care and treatment for low-income people living with HIV.

(14) Federal Awarding Agency Health Resources and Services Administration (HRSA) \_\_\_\_\_

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

(16) CFDA # and Title 93.917 HIV Care Formula Grants \_\_\_\_\_

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

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

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

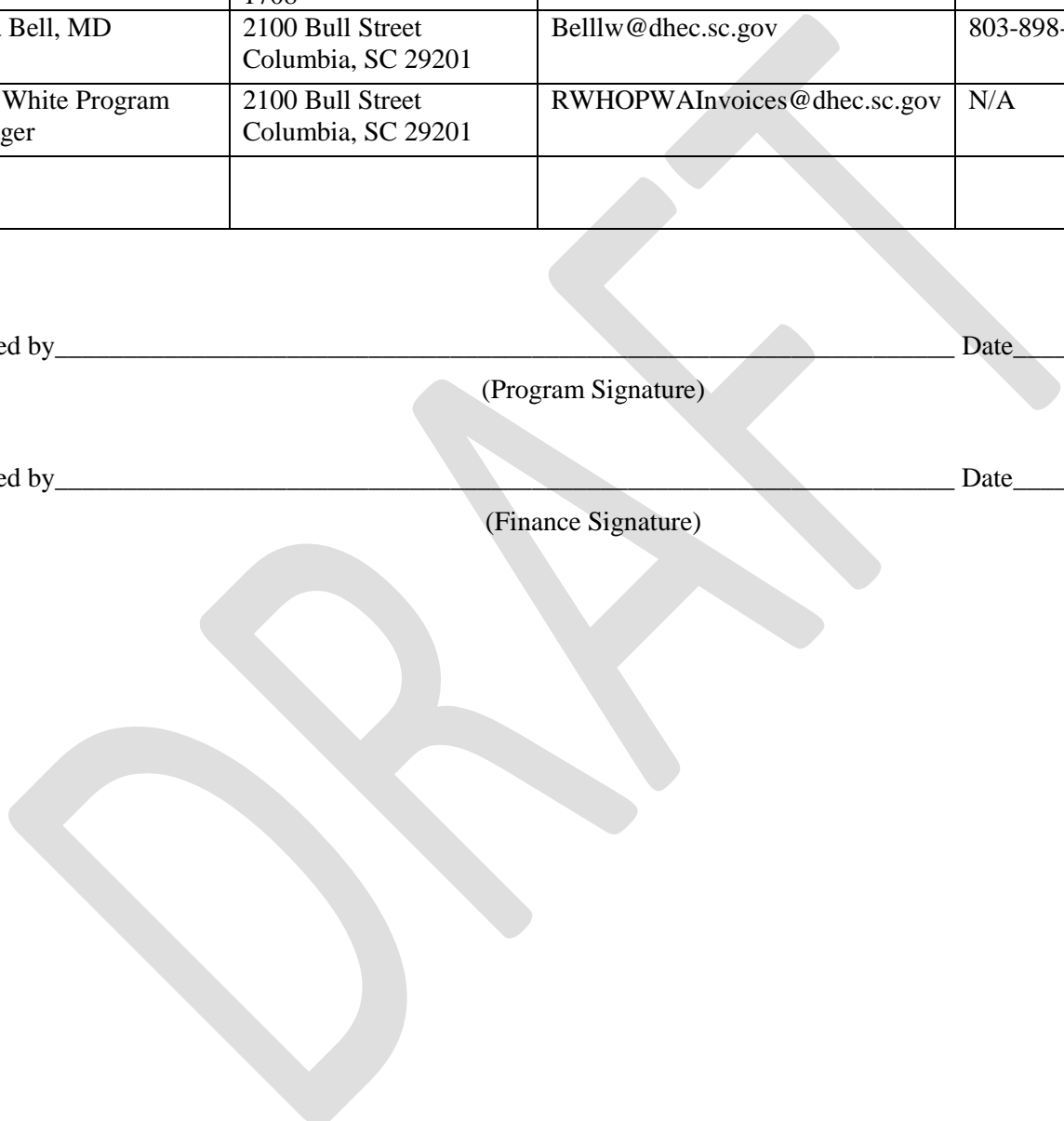
**SUBAWARD SOURCE OF FUNDING (SOF) #   2**

(19) Passthrough Entity (DHEC) Contact Information

NAME	ADDRESS	EMAIL	PHONE NUMBER
Finance Director	2600 Bull Street Columbia, SC 29201-1708	GrantsMgt@dhec.sc.gov	N/A
Linda Bell, MD	2100 Bull Street Columbia, SC 29201	Belllw@dhec.sc.gov	803-898-0801
Ryan White Program Manager	2100 Bull Street Columbia, SC 29201	RWHOPWAInvoices@dhec.sc.gov	N/A

Prepared by \_\_\_\_\_ Date \_\_\_\_\_  
 (Program Signature)

Prepared by \_\_\_\_\_ Date \_\_\_\_\_  
 (Finance Signature)



**SUBAWARD SOURCE OF FUNDING (SOF) # 3**

(1) Subaward # \_\_\_\_\_ (2) Subaward Amendment # \_\_\_\_\_

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

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

(5) Subaward Period of Performance Start Date April 1, 2019 End Date March 31, 2020

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

(7) Prior Periods Obligated \$ \_\_\_\_\_ (8) Obligated Total \$ \_\_\_\_\_

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

(10) Project Description

Rebates generated from Ryan White Part B ADAP.

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

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

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

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

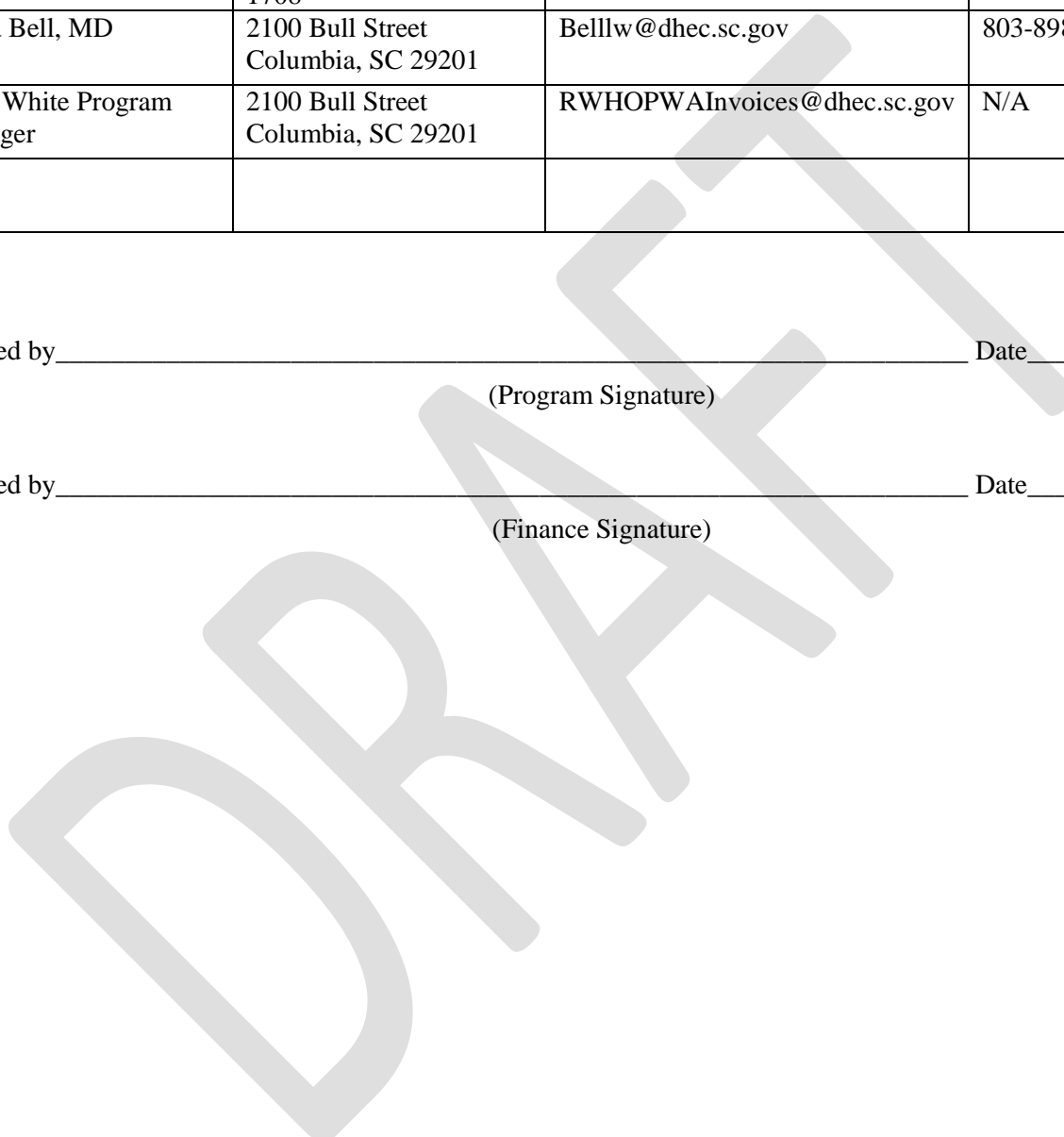
**SUBAWARD SOURCE OF FUNDING (SOF) #   3**

(13) Passthrough Entity (DHEC) Contact Information

NAME	ADDRESS	EMAIL	PHONE NUMBER
Finance Director	2600 Bull Street Columbia, SC 29201-1708	GrantsMgt@dhec.sc.gov	N/A
Linda Bell, MD	2100 Bull Street Columbia, SC 29201	Belllw@dhec.sc.gov	803-898-0801
Ryan White Program Manager	2100 Bull Street Columbia, SC 29201	RWHOPWAInvoices@dhec.sc.gov	N/A

Prepared by \_\_\_\_\_ Date \_\_\_\_\_  
 (Program Signature)

Prepared by \_\_\_\_\_ Date \_\_\_\_\_  
 (Finance Signature)



**ATTACHMENT VII**

**FFATA DATA CHECKLIST**

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

DRAFT

**FFATA DATA CHECKLIST FOR SOURCE OF FUNDING (SOF) # 2**

**Primary Grant Award / Passthrough Entity Data**

Subaward # \_\_\_\_\_ Subaward Amendment # \_\_\_\_\_

CFDA # and Title 93.917 HIV Care Formula Grants

Federal Awarding Agency Health Resources and Services Administration (HRSA)

Grant Award Title Ryan White Part B Supplemental

Grant Award Date \_\_\_\_\_ Federal Award Identification Number (FAIN) \_\_\_\_\_

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

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

**Federal Award Project Description**

Funding for developing and/or enhancing access to a comprehensive continuum of high-quality HIV care and treatment for low-income people living with HIV.

**Subaward / Subrecipient Data**

Subrecipient Name \_\_\_\_\_

Subrecipient DBA Name \_\_\_\_\_

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

Subrecipient Address (include zip +4 digits)

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

Subaward Principal place of Performance \_\_\_\_\_

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

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

**FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION**

- 1) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: 80% or more of its annual gross revenues in U.S. Federal Contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes \_\_\_\_\_ No \_\_\_\_\_
  
- 2) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: \$25 million or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer to question 1 and question 2 are both NO, this questionnaire is complete, otherwise continue to question 3.
  
- 3) Does the public have access to information about the compensation of senior executives of the subrecipient organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under the Securities Exchange Act of 1934 or the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, questionnaire is complete, otherwise list the names and compensation of the Subrecipient’s five most highly compensated officers.

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

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

Completed by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Date sent to the Bureau of Financial Management: \_\_\_\_\_