

**South Carolina Department of Health and Environmental Control  
Federal Abstinence Education Grant Program (2015 Supplemental Funds)  
Request for Grant Applications (RFGA)  
RFGA Number: **FY2015-RFGA-CY-509****

**I. Scope of Grant Proposal:**

The State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from state, local and faith-based organizations committed to and experienced in providing abstinence-based education services and/or activities in accordance with all provisions and requirements stated herein.

**A. Grant Period:**

Program funding is dependent on the availability of federal funds. The maximum grant length for services solicited under this RFGA will be for the time-period of October 1, 2015 through September 30, 2016.

**B. Available Funding:**

The total federal dollar amount expected under this RFGA for year one (1) is **\$259,039**, and is based on an approved federal application and the availability of federal funds. The dollar amounts awarded to the selected applicant(s) will be based on fund availability and the strength of applications submitted in response to the RFGA.

**C. Cost Sharing/Match Requirements:**

The federal grant requires South Carolina to fund at least 43 percent (3/7) of the project with non-Federal resources. This match may be in-kind supports, State dollars, local government dollars, or private dollars such as foundation dollars. On July 15, 2015 the South Carolina General Assembly approved provisos 34.46 and 34.47 for state Abstinence Education through DHEC. DHEC will utilize this state funding to provide the 43% state match to meet the federal funding requirements.

**D. General Information:**

1. U.S. Department of Health and Human Services, administers the “State Abstinence Program” funding as authorized and appropriated by the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act) [Pub.L. 111-148], which amends Title V Section 510 of the Social Security Act [42 U.S.C. 710].
2. The stated purpose of this funding is to enable the State to provide abstinence education and, at the option of the State, where appropriate, mentoring, counseling, and adult supervision to promote abstinence from sexual activity, with a focus on those groups which are most likely to bear children out-of-wedlock. The expected outcome for all programs is to promote abstinence from sexual activity until marriage.

3. Title V Section 510 Abstinence Education Grant Program applications are accepted only from the State's authorized representative responsible for the administration of Section 510 with funds dispersed at the State's discretion. Grants awarded to each State are determined by a formula using the State's proportion of low-income children compared to the total number of low-income children in the U.S. based on the most recent Census data for children in poverty.
4. Sex education programs that promote the use of contraceptives are **NOT ELIGIBLE** for funding under this RFGA.

E. Eligibility Information:

1. Applicant must be either a state, community or faith-based organization that is committed to and experienced in providing abstinence education services using the program/curricula for which funding is being applied.
2. Applicant must provide certification from a nationally known organization stating that the program/curricula defined within the application packet is medically accurate\*. Certification must be dated prior to submission of the application packet.

*\*Medical accuracy means that medical information must be verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals, where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete. If an applicant chooses to teach values-based perspectives, it is permissible under this statute. However, an applicant may not present information as factual when it reflects a value or opinion instead of fact.*

3. Applicant must provide a letter of certification from a nationally known organization stating that an independent review has been conducted of the defined program/curricula and the information contained does not contradict Title V, Section 510 (b)(2) (A-H elements)\*\*. Certification must be dated prior to submission of application packet.

**\*\* Federal Legislative Requirements A-H elements**

*The term "abstinence education" means an educational or motivational program which:*

- a. Has as its exclusive purpose teaching the social, psychological, and health gains to be realized by abstaining from sexual activity;*
- b. Teaches abstinence from sexual activity outside of marriage as the expected standard for all school-age children;*
- c. Teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, STDs, and other associated health problems;*
- d. Teaches that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity;*

- e. Teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects;*
- f. Teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society;*
- g. Teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances, and;*
- h. Teaches the importance of attaining self-sufficiency before engaging in sexual activity.*

## **II. Instructions to Applicants**

The Health and Human Services Administration for Children and Families encourages States to consider the following approaches as they seek to design effective programs:

- *The research on effective abstinence programs suggest that they are based on sound theoretical frameworks (e.g. social cognitive theory, theory of reasoned action, or theory of planned behavior, etc.);*
- *The use of intense, high dosage (at least 14 hours) programs, implemented over a long period of time;*
- *The use of programs that encourage and foster peer support of decisions to delay sexual activity;*
- *The use of programs that select educators with desired characteristics (whenever possible), train them, and provide monitoring, supervision, and support; and,*
- *The use of programs that involve multiple people with expertise in theory, research, and sex and STD/HIV education to develop the curriculum.”*

The Health and Human Services Administration for Children and Families has recognized the U.S. Health and Human Services list of 37 Evidence-Based Teen Pregnancy Prevention Programs. This national list can be found at the following web address:

<http://tppevidencereview.aspe.hhs.gov/EvidencePrograms.aspx>

Three abstinence-only program curricula are identified on the list. This national list was compiled by an independent sub-contractor and represents programs which have been proven, through rigorous evaluation processes, to consistently reduce teenage pregnancy.

Applicants must provide evidence of program effectiveness. It is recommended, but not required, that the applicant use one of the three abstinence-only curricula from the national list.

### **A. General Instructions:**

Format Requirements:

1. Proposals must be prepared on 8.5 x 11 inch paper, 12 point font, Times New Roman, 1 inch margins and bound in a standard 3 ring binder.
2. Information must be provided in the order in which it is requested.

3. Proposals must have dividers separating and identifying items in sections as they appear in the proposal. Content within each divided section must be provided in the order requested and must be clearly labeled. Dividers are not included in the page number count.
4. Proposal packets must not exceed a total of 75 pages. All pages must be clearly numbered in one serial number set, handwritten if necessary. Page one (1) will begin with the table of contents.
5. Submit one original proposal and three copies in separate binders.

B. Special Instructions:

1. The application must be arranged in the following section order:
  - a. Cover Letter – the applicant must include the following information in the cover letter: a summary of the Applicant’s ability to perform the services described herein and a statement that the Applicant is willing to perform those services and enter into a grant agreement with the State (see Attachment A – Grant Agreement). The cover letter must be signed by a person who has the authority to commit the Applicant to a grant agreement. Also, please include the following information:
    - Service Area: County/counties and zip code(s)
    - Curriculum: List of proposed curriculum and version and all support materials to be used for project
    - Budget: Requested amount
    - Contact Person Information: Name, address, phone number, e-mail address (if different from the authorized contact)
  - b. Table of contents
  - c. Organization’s Qualifications
  - d. Program Narrative
    - Problem and Need - description highlighting specific health equity and health disparities of targeted county areas
    - Focal Population - clear bulleted list of the proposed focal populations by county areas
  - e. Implementation Plan
    - Program Design Components – goals, objectives and logic model
    - Barriers
    - Mechanisms
    - Monitoring
    - Coordination
    - Service Recipient Involvement

f. Objective Performance Measures and Efficiency Measures (SMART format: specific, measurable, achievable, realistic and time-framed) –

**Specific:** *an objective is to specify one major result directly related to the program goal, state what it is going to be doing, to whom, by how much, and in what time-frame. It must specify what will be accomplished and how the accomplishment will be measured.*

**Measurable:** *an objective must be able to describe in realistic terms the expected results and specify how such results will be measured.*

**Achievable:** *The accomplishment specified in the objective must be achievable within the proposed time line and as a direct result of program activities.*

**Realistic:** *The objective must be reasonable in nature. The specified outcomes – i.e. expected results – must be described in realistic terms*

**Time-framed:** *An outcome objective must specify a target date or time frame for its accomplishments.*

- Objective Outcome (up to 6) – one of the outcome measures must include abstinence as the means of preventing teen pregnancy, birth and/or Sexually Transmitted Diseases (STD) or Sexually Transmitted Infections (STI).
- Objective Output – designed to measure the success of the program staff in implementing activities such as the number of program recipients or communities served.
- Objective Efficiency Measures – describe how your organization will collect and report data on the activity results of the performance progress for service recipients; (1) unduplicated count of clients served, (2) hours of service received by clients, (3) program completion data, and (4) communities served.

g. Budget Discussion

Organizations seeking fiscal support must develop a 12-month budget for October 1, 2015 through September 30, 2016. The budget must clearly explain how the funds will be used and must allocate a minimum of **15%** of the total dollars for a third party evaluator and must show that **no more than 10%** of the total dollars requested will be used for in-direct cost associated with administrative expenses. For guidance, please reference:

[https://www.acf.hhs.gov/sites/default/files/assets/general\\_terms\\_and\\_conditions\\_mandatory.pdf](https://www.acf.hhs.gov/sites/default/files/assets/general_terms_and_conditions_mandatory.pdf)

- Budget narrative  
Organizations must provide detailed narrative justifications for all planned expenditures by budget category (e.g., Personnel Related Expenses) and sub-categories (e.g., salary & wages). The justification under the salary & wage sub-category must define all key program personnel by: (a) name, (b) position title, (c) qualifications, including education and experience, (d) primary program delivery function, (e) linkage to one or more annual performance objectives, and (f) percentage of time on the project.
- Budget Summary

This information must cover 12 months and include a column detailing non-federal match contributions. (See Attachment B – 12 Month - Budget Summary Example)

- Allowable Budget Categories:  
Personnel related expenses, to include: salary & wages and fringe benefits, Operational expenses, to include: contractual, equipment, supply, and travel, and In-direct expenses. All travel related expenses must adhere to SC governmental state guidelines.

**SPECIAL NOTE:** if you utilize an indirect cost rate you must provide (a) a copy of the approved indirect cost rate letter from your federal cognizant agency, or (b) an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP.

#### h. Appendices

- Program Assurances:
  - 1) Signed certification, from a nationally known organization stating that an independent review has been conducted of the proposed curricula and supporting materials (curriculum and support materials must be named), and the information contained does not contradict Title V, Section 510 (b)(2) A-H elements. *Applications with certifications dated within the last 12 months will be scored higher during review.*
  - 2) Signed certification, from a nationally known organization stating that an independent review has been conducted of the proposed curricula and supporting materials (curriculum and support materials must be named), being presented as factual has been reviewed for medical accuracy based on scientific research. *Applications with certifications dated within the last 12-months will be scored higher during review.*
  - 3) Signed statement agreeing that the Applicant's proposed program will not contradict with any of the A-H elements of Title V, Section 510 (b)(2), nor violate any portion of the South Carolina Comprehensive Health Education Act when implemented in a school setting.
- Certification Regarding Environmental Tobacco Smoke, PL 103-227, known as the PRO-KIDS Act of 1994.
- Confidentiality Certification
- School District Certification (required only for public school efforts) from an authorized school district staff person stating approval to use proposed curriculum and support materials in their schools. All certifications must include (a) name and version of curriculum and support materials being used and (b) school name and county.

**SPECIAL NOTE:** *The curriculum being used must be the same curriculum that has been certified by an independent review ensuring that all curricula and supporting materials do not contradict Section 510 (b)(2) (A-H elements).*
- Formal Partnership Certification with local school partners and/or community organizations.

***SPECIAL NOTE:** The curriculum being used must be the same curriculum that has been certified by an independent review ensuring that all curricula and supporting materials do not contradict Section 510 (b)(2) (A-H elements).*

- Completed W-9 Form
  - Third Party Audit: Organizations must provide a current third party audit that indicates the applicant has the infrastructure and experience to efficiently and effectively manage the funding applied for and reflects the latest completed independent financial audit and the organization's response to any identified audit exception.
  - Letters of Support
2. Unsuccessful Request: Each applicant not awarded a grant under this solicitation may request the return of their application within thirty (30) days after notification of the award is mailed. The applicant will pay all cost of returns. (If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.)

### **III. Scope of Work/Specifications**

- A. DHEC is seeking grantees committed to providing localized abstinence education services/activities as defined by Title V Section 510(b)(2) of the Social Security Act.
- B. Communicating abstinence education to various target populations, who are likely to bear children out-of-wedlock, requires a number of different approaches. Specific programmatic activities may include adult and peer mentoring, school programs (before, during, or after school) and parent education groups to promote abstinence from sexual activity. All proposed and subsequently implemented program activities and any curricula used must be consistent with the definitions of abstinence education pursuant to A-H elements of Title V Section 510(b)(2) federal legislative requirements. The selected grantee/grantees may determine the relative emphasis to place on each of the A-H elements. **No funds can be used in ways that contradict the A-H elements.**
- C. Performance Measures
1. The federal congressional mandate is for federal funded programs to work to educate young people, and provide support for teen decisions to delay sexual activity. The State's goals are to assure children and adolescents are healthy and its desire is for available Title V, Section 510 funding to be used to (a) increase the proportion of adolescents postponing sexual activity as a means to prevent teen pregnancy, birth and/or STDs/STIs and (b) increase adult/community support for adolescents to delay sexual activity. It is equally important to focus on these efforts while working to increase the quality and quantity of abstinence education instructional minutes adolescents and teenagers receive in classroom settings.
  2. The State's intent is for abstinence education programming to help impact selected health indicators, to include: a lower out-of-wedlock rate, a lower abortion rate, a reduced number of adolescents 19 years old and younger who engage in sexual

intercourse, reduced incidence of sexually transmitted diseases, and a lower pregnancy rate among teenagers.

3. Potential grantees will be expected to utilize medically accurate school or community based strategies/interventions consistent with A-H requirements to:
  - a. Develop an Annual Work Plan that will guide annual performance objectives using the SMART (*e.g., Specific, Measurable, Achievable, Realistic, and Timed*) format. Objectives developed using this format will better support any funded program efforts to (a) monitor and document progress, achievement, efficiency and successes and (b) plan future interventions and sustainability strategies;
  - b. Create a community environment supportive of teen decisions to postpone sexual activity by building local support for sustainable abstinence messages;
  - c. Educate young people and their caregivers through consistent abstinence messaging; and
  - d. Reach individuals living in particularly rural or distressed areas of the state.

Funded organizations will be expected to detail the potential program reach for each population by county areas and submit semi-annual and annual reports detailing the actual reach and impact of funded efforts by county area and zip code locations.

Organizations utilizing strategies (such as train-the-trainer) to address the long-term issues of sustainability should be prepared to clearly identify the potential and actual reach and impact, and include appropriate follow-up activities to capture detailed service information.

#### D. South Carolina's Priority Population Groups

1. Primary prevention education intervention for pre-adolescents and adolescent males and females 10-13 years of age;
2. Primary and secondary education interventions for males and females 14-16 years of age;
3. Primary and secondary education interventions for males and females 17-20 years of age; and
4. Awareness, education, and skill building interventions for parents and other adults.

- E. Potential grantees should utilize Table A below to guide in the selection of targeted county/counties, and will be expected to target a minimum of one Priority Area 1 county location with these vital (but limited) federal resources.

Note: High levels of strategic planning and service coordination and communication are encouraged, with only one (1) agency and/or program type to be funded per county with federal or state resources. Federal-funded program efforts must not duplicate state-funded (*e.g., emerging program or evidence-based*), or the state or federal funded efforts of another grantee.

<b>TABLE A</b>					
<b>Priority Area 1</b>	<b>Priority Area 2</b>	<b>Priority Area 3</b>	<b>Priority Area 4</b>	<b>Priority Area 5</b>	<b>Priority Area 6</b>
<i>Counties Scoring Above the South Carolina Average Rate 5 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 4 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 3 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 2 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 1 of 5 Variables*</i>	<i>Counties Scoring Below the South Carolina Average Rate 5 of 5 Variables*</i>
Allendale Barnwell Chester Colleton Greenwood Hampton Marlboro Newberry Orangeburg Spartanburg Sumter	Cherokee Darlington Dillon Fairfield Florence Georgetown Laurens Lee Marion Union	Abbeville Aiken Anderson Chesterfield Jasper Oconee Saluda	Charleston Lancaster Richland Williamsburg	Bamberg Beaufort Calhoun Clarendon Horry McCormick York	Berkeley Dorchester Edgefield Greenville Kershaw Lexington Pickens
<p>*The information above reflects SC’s priority areas for Abstinence Education based on: (1) out-of-wedlock birth rates; ages 10-19, (2) birth rates; ages 10-19, (3) abortion rates; ages 10-19, (4) sexually transmitted disease rates; ages 10-19, and (5) pregnancy rates; ages 10-19. Rankings are based on 3-year rates by county 2010-2012 for females 10-19 years of age.</p> <p>Data Sources: SC DHEC, Division of Biostatistics and the STD/HIV Prevention Program</p>					

**F. Reporting Requirements:**

Upon award of the grant agreement, the selected grantee or grantees will be expected to begin implementation and monitoring of all aspects of its project and document progress made towards achievement of identified efforts, activities, deliverables, objectives, and goals.

1. Selected grantee or grantees will attend quarterly face-to-face meetings with DHEC program staff for the purpose of providing an oral overview of grant agreement efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities.
2. Annually by April 15th (this date is subject to change based on federal reporting requirements) the selected grantee or grantees will submit to DHEC Title V program staff a Semi-Annual Performance Progress Report (October 1<sup>st</sup> through March 30<sup>th</sup>) to include program narrative and table of activity results, which will address programmatic efforts, updates associated with achievement of established

objectives/goals and fiscal issues and expenditure information, and program evaluation related updates.

3. Annually by October 15<sup>th</sup> (this date is subject to change based on federal reporting requirements) the selected grantee or grantees will submit to the DHEC Title V program staff a Semi-Annual Performance Progress Report (April 1<sup>st</sup> through September 30<sup>th</sup>), to include program narrative and table of activity results, which will address programmatic efforts, updates associated with achievement of established objectives/goals and fiscal issues and expenditure information, program evaluation related updates and a 1-page annual success story.
4. Within 15 days after signing the grant agreement, grantee or grantees will provide the following information via e-mail, to DHEC Title V program staff in accordance with the Federal Funding Accountability and Transparency Act:

As a recipient of FFATA funds grantees are required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

- a) Data Universal Numbering System (DUNS) 9-digit number
- b) Grant Agreement number
- c) Sub-recipient name as registered in the Central Contractor Registration
- d) Amount of award received
- e) Total Amount of Grant Agreement award
- f) Date Grant Agreement was signed by both parties
- g) Total Grant Agreement period
- h) Physical location of primary place of performance
  - i. State
  - ii. Population
  - iii. City
  - iv. Congressional District
  - v. County
  - vi. Area of Benefit (i.e., state, county, city, school district)
  - vii. Top 5 most highly compensated officers and their compensation

#### G. Program Evaluation/Monitoring:

1. Any Title V, Section 510 funded program will be expected to utilize proven effective evaluation methodologies and strategies to monitor, measure, and report programmatic progress, achievement, efficiency and successes.
2. Any Title V, Section 510 funded program will be responsible for instrument development, data collection, and maintaining and reporting the evaluation effort throughout the project.
3. Any Title V, Section 510 funded program will be expected to assure the confidentiality and security of client-specific information.

#### **IV. Award Criteria**

Awards may be made to one or more Applicants based on the strength of applications received.

A. Assessment – Applications will be assessed by an external review panel to determine if:

1. The application packet was submitted by a state, community or faith-based organization committed to and experienced in providing abstinence based education services using the program/curricula for which funding is being applied.

2. Appendices review - The application packet received from the state, community or faith-based organization contained the required appendices:

- Program Assurances (1, 2, & 3)
- Certification Regarding Environmental Tobacco Smoke, PL 103-227, known as the PRO-KIDS Act of 1994.
- Confidentiality Certification
- School District Certification
- Formal Partnership Certification
- Completed W-9 Form
- Third Party Audit
- Letters of Support

3. The application packet received from the state, community or faith-based organization followed the required formatting instructions. (see general and specific instructions of the guidance).

B. Evaluation Factors – the application packet will be evaluated by the external review panel (if the material submitted passes the assessment process) with all qualifying proposals having the potential of earning a total of 100 points. Once the evaluation is complete, all responsive applicants will be ranked from high to low.

C. Organization’s Qualifications - 10 points

1. The application may receive up to **5 points** by clearly and concisely detailing that the organization has been in existence for at least two years in the field of abstinence education.
2. The application may receive up to **5 points** by clearly and concisely defining (a) the name and version of the curriculum and support materials to be utilized by the organization while implementing abstinence education services, and (b) that the organization has used the identified curriculum for at least two years.

D. Program Narrative – 20 points

1. The application may receive up to **10 points** by describing in detail the identified problem and need of the primary target population groups; (refer to Section III. D) and highlighting the potential reach and expected impact by county area. Higher points will be received by applications focusing effort in more than one Priority Area 1 county location, as well as statewide.
2. The application may receive up to **10 points** by describing in detail the identified disparate population and highlighting the potential reach and expected impact by county area. Higher points will be received by applications focusing efforts statewide.

E. Implementation Plan - 50 points

1. The application may receive up to **25 points** by clearly defining the goals and objectives, for each county location using SMART (specific, measurable, achievable, realistic and timed) formatted annual performance objectives. Objectives must be related to the organization's abstinence education effort within each targeted county that clearly defines expected reach and impact. Logic model provided by applicant.
2. The application may receive up to **1 point** by defining any potential barriers or problems.
3. The application may receive up to **4 points** by clearly defining the mechanisms that will be used and the types of services any formal partners will be providing.
4. The application may receive up to **5 points** by defining how the organization plans to monitor, measure and report programmatic progress, achievement and successes by primary target population groups (refer to Section III. D) and the disparate population.
5. The application may receive up to **5 points** by defining the coordination between listed community partners and the role each partner will play towards accomplishing stated annual performance objectives.
6. The application may receive up to **5 points** by detailing service recipient involvement and defining community partners in each target county area with efforts clearly linked to the stated annual performance measures.

7. The application will receive **5 points** by providing evidence of program effectiveness. It is recommended, but not required, that the applicant use one of the three abstinence-only curricula from the national list below.

<http://tppevidencereview.aspe.hhs.gov/>

F. Objective Performance and Efficiency Measures - 10 points

1. The application may receive up to **5 points** by defining methodology, providing evaluation tools, and developing program outcome, output and efficient measures. Defining potential and expected reach/impact by county is very important.
2. The application may receive up to **5 points** by defining data collection and reporting protocols and time-lines.

G. Budget Discussion - 10 points

1. The application may receive up to **5 points** by providing a detailed narrative justification for all planned expenditures by budget category (e.g., Personnel Related Expenses) and sub-categories (e.g., salary & wages). The justification under the salary & wage sub-category must define all key program personnel by: (a) name, (b) position title, (c) qualifications, including education and experience, (d) primary program delivery function, (e) linkage to one or more annual performance objectives, and (f) percentage of time on the project.
2. The application may receive up to **5 points** by providing an itemized budget covering 12-months using the allowable budget categories, to include: Personnel related expenses (including salary & wages and fringe benefits), Operational expenses (including contractual, equipment, supply and travel), In-direct expenses, and which details non-federal match contributions. (See Attachment B – 12 Month - Budget Summary Example).

V. **Attachments to Request for Grant Applications (RFGA)**

- A. Draft Grant Agreement
- B. 12 month - Budget Summary Example
- C. Procedure for Dispute Resolution

**ATTACHMENT A**

**Draft Grant Agreement**

GRANT AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

NAME OF GRANTEE

This Grant Agreement by and between the South Carolina Department of Health and Environmental Control, Bureau of Maternal and Child Health (hereinafter referred to as DHEC) and Name of Grantee (hereinafter referred to as the Grantee), is to provide localized abstinence education services/activities as defined by Section 510(b)(2) of the Social Security Act and as outlined in DHEC's Agency Funding Opportunity Number FY2015-RFGA-CY-509 Request for Grant Applications (Addendum).

The parties to this grant agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide localized abstinence education services/activities in accordance with all requirements stated herein, as outlined in the Addendum and the Grantee's application response.

B. TIME OF PERFORMANCE:

This Grant Agreement shall be effective October 1, 2015 or when all parties have signed, whichever is later, and shall terminate September 30, 2016. Only work done in accordance with the effective dates of this Grant Agreement will be compensated.

C. COMPENSATION:

1. DHEC agrees to reimburse the Grantee for the provision of services as described in Section A. as follows:
  - a. \$\_\_\_\_\_ for the time period of October 1, 2015 or when all parties have signed, whichever is later, through September 30, 2016;
  - b. In no event will the total amount to be paid under this Contract exceed \$\_\_\_\_\_, including travel, for the time period of October 1, 2015 or when all parties have signed, whichever is later, through September 30, 2016.
2. Under no circumstances may a recipient of funding use Federal funds or matching funds under this award to support inherently religious activities, including, but not limited to, religious instruction, worship, prayer, or proselytizing (45 CFR Part 87).

3. Source of Funds: FUNDING FOR THIS GRANT AGREEMENT IS FROM THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
- 
- a. CFDA Number 93.235
  - b. Grant Title (Verbatim): Abstinence Education Grant Program
  - c. Grant Number 1501SCAEGP
  - d. Grantor: U.S. Department of Health and Human Services, Administration for Children & Families
  - e. DHEC's Point of Contact for financial information regarding payments made under this Grant Agreement:
    - Ronnie Belleggia
    - Assistant Bureau Director
    - Bureau of Financial Management
    - 2600 Bull Street, Columbia, SC 29201-1708
4. Travel:
- a. Grantee's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the grant agreement.  
(Reference: <http://www.state.sc.us/dio/OIOTravelRegulations.htm>)
  - b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.
  - c. Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for contractual reimbursements of out-of-state travel, Grantee must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

D. METHOD OF PAYMENT:

The Grantee shall submit a monthly (or twice-monthly if needed) invoice for payment of services rendered as outlined in the Scope of Services, as follows.

- 2. The invoice must include the name and address of the Grantee, the Grant Agreement Number, a brief description of the Scope of Services provided, the period covered, an itemized listing of expenses incurred with categorical break-out as required by the DHEC program, the total amount of the reimbursement, and supporting documentation for expenditures as required by DHEC.
- 3. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the Grant Agreement period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Mail

requests for payment to S.C. Department of Health and Environmental Control, Public Health Contracts, Bureau of Business Management, 2600 Bull Street, Columbia, S.C., 29201.

E. REPORTING REQUIREMENTS:

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

F. TERMS AND CONDITIONS:

1. AMENDMENTS: The grant agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the grant agreement.
2. ASSIGNMENT: Grantee cannot assign or transfer the Grant Agreement or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void.
3. ATTACHMENTS/ADDENDA: Any attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this grant agreement.
4. CHOICE OF LAW: The Grant Agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
5. COMPLIANCE WITH LAWS: Grantee shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations and tariffs in the performance of this Grant Agreement.
6. CONFIDENTIALITY: Confidential information includes information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.
  - a. Grantee will not:
    - 1) access, view, use, or disclose confidential information without written authorization from DHEC, unless required to perform its responsibilities under this Contract or required by law (as determined by a court or other governmental body with authority);
    - 2) discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
    - 3) make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.

- b. Grantee will direct any request it receives for confidential information obtained through performance of services under this grant agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
  - c. Grantee must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law. If Grantee 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), DHEC may require Grantee to sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with the referenced HIPAA laws. DHEC may, in its discretion, require Grantee and Grantee's employees, agents, or subcontractors to sign individual confidentiality agreement(s) protecting information contained in a particular DHEC program area.
  - d. Grantee must immediately notify the DHEC Compliance Officer and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
  - e. Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.
  - f. Grantee must treat **all** information, documents, and electronically stored information received from or through DHEC or generated by grantee or DHEC in connection with the performance of this grant agreement as confidential information and must not disclose any such information or documents except as permitted by the Grant Agreement, 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).
7. **COPYRIGHT/PATENT:** Ownership of all copyrightable or patentable subject matter developed, created, or invented under this grant agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including,

without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

8. **DEBARMENT:** Grantee certifies that it has not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
9. **DISPUTES:** All disputes, claims, or controversies relating to the Contract 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 Contract, Contractor consents to jurisdiction in South Carolina and to venue pursuant to this Contract. Contractor agrees that any act by DHEC regarding the Contract is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution.
10. **DRUG FREE WORKPLACE:** By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 *et seq.*, as amended.
11. **EQUIPMENT TITLE:** Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this grant agreement shall vest in DHEC upon acquisition.
12. **HIPAA TRAINING:** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Grant Agreement, Grantee and 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.) Grantee will provide documentation of successful completion of this training to the Contracts Manager before to initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before to initiating performance of this Grant Agreement.
13. **INDEMNIFICATION:** "Claims" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Grant Agreement, and to the fullest extent permitted by law, Grantee shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Grantee, in whole or in part, in the performance of services pursuant to this grant agreement. Further, Grantee shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Grantee's breach of this Grant Agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this Grant Agreement. Grantee shall not be liable for any claims

by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Grantee of the assertion of the claims alleged to be covered under this clause. Grantee's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Grant Agreement.

14. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by DHEC upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
15. **INSURANCE:** During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. Grantee may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
16. **IRAN DIVESTMENT ACT:**
- a. **IRAN DIVESTMENT ACT- CERTIFICATION.** (a) The Iran Divestment Act List is a list published by the Budget & Control Board pursuant to S.C. Code Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. (b) By entering into this Contract, Contractor certifies that, as of the execution and effective date of the Contract, Contractor is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Contract.
- b. **IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS.** (a) Contractor must notify the DHEC Contracts Manager immediately if, at any time during the Contract term, Contractor is added to the Iran Divestment Act List established pursuant to S.C.

Code Ann. Section 11-57-310. (b) Consistent with Section 11- 57-330(8), Contractor shall not contract with any person to perform a part of the services under this Contract, if, at the time Contractor enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

17. LICENSE/ACCREDITATION: Grantee represents and warrants that Grantee and Grantee's employees and/or agents who will perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.
18. MINORITY BUSINESS: Grantee must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
19. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, color, religion, 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.
20. NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY: Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires DHEC to indemnify any individual or entity; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, grant agreement, or any other theory or claim.
21. NOTICE: All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other addresses and fax numbers as a party may designate by notice to the other parties), and shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

GRANTEE:

[Name, address, telephone, fax, email]

DHEC:

Lisa Hobbs, Bureau of Maternal and Child Health

SC DHEC

Mailing Address: Box 101106, Columbia, SC 29211-0106

Physical Address: 2100 Bull Street, Columbia, SC 29201

Phone: (803) 898-0811, Fax: (803) 898-2065, E-mail: hobbslb@dhec.sc.gov

22. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents and warrants:
- a. Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Grant Agreement.
  - b. Grantee's execution and performance of this Grant Agreement do not violate or conflict with any other obligation of Grantee.
  - c. Grantee has no conflict of interest with its obligations under this Grant Agreement.
  - d. Grantee is a [specify entity type, e.g., corporation/limited liability company/other \_\_\_\_\_] duly organized, validly existing and in good standing under the laws of \_\_\_\_\_ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this grant agreement.
23. PLACE OF CONTRACTING: This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
24. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:
- a. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.
  - b. 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 grant agreements or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from the DHEC Contracts Manager or Bureau of Business Management.
  - c. Any employee, agent, or grantee of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.
  - d. If grantee, grantee's agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may

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

25. RECORDKEEPING, AUDITS, AND INSPECTIONS: Grantee shall create and maintain adequate records to document all matters covered by this Grant. Grantee shall retain all such records for six (6) years after the end of the Grant Agreement period, and make records available for inspection and audit at any time DHEC deems necessary. If 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 resolution of the audit findings. Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant Agreement with no further obligation on the part of DHEC.
26. REGULATIONS: The provisions of the Grant Agreement are subject to revision of State or federal regulations and requirements governing the Abstinence Education Grant Program.
27. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement.
28. RETURN OF FUNDS: Any funds paid by DHEC and not used for completion of services in accordance with this grant agreement shall be returned to DHEC.
29. SERVICE OF PROCESS: Grantee consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim or controversy relating to the grant agreement; for any court action in connection therewith; or for the entry or execution of judgment on any award made, may be served on Grantee by certified mail (return receipt requested) addressed to Grantee at the address provided as the 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.
30. SEVERABILITY: The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
31. STANDARD OF CARE: Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in

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

32. **SUBCONTRACTORS:** None of the work or services covered by this Grant Agreement shall be subcontracted without the prior written approval of DHEC.

33. **SUBRECIPIENT:**

- a. All grantees (subrecipients), except for-profit entities, whose fiscal year ends after December 31, 2003, shall have a single or program-specific audit conducted for that fiscal year if they expend \$750,000 or more in federal awards from all sources during their fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003.
- b. The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The grantee (subrecipient) agrees to send one copy of any audit conducted under the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003, to: **SC DHEC, Office of Internal Audits, 2600 Bull Street, Columbia, SC 29201.**
- c. Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.
- d. 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 OMB Circular A-133 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).
- e. A grantee (subrecipient) is prohibited from charging the cost of an audit to federal Awards if the grantee expended less than \$750,000 from all sources of federal funding in the grantee's fiscal year. If the grantee expends less than \$750,000 in federal funding from all sources in the grantee'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: **DHEC Abstinence Education Grant Program, Bureau of Maternal and Child Health, Box 101106, Columbia, SC 29211.**
- f. As a subrecipient, if Grantee (subrecipient) utilizes an indirect cost rate, the Grantee (subrecipient) must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate **reviewed and approved** by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this grant agreement.
- g. As a recipient of FFATA funds you are required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

*(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT)*

1. Data Universal Numbering System (DUNS) 9-digit number
  2. Grant Agreement number
  3. Subrecipient name as registered in the Central Contractor Registration
  4. Amount of award received
  5. Total Amount of grant agreement award
  6. Date grant agreement was signed by both parties
  7. Total grant agreement period
  8. Physical location of primary place of performance
    - a. State
    - b. Population
    - c. City
    - d. Congressional District
    - e. County
    - f. Area of Benefit (i.e., state, county, city, school district)
  9. Top 5 most highly compensated officers and their compensation
34. AUDIT: Grantees who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise reasonable concern regarding compliance with Grant Agreement conditions. Such engagements may not be paid for by DHEC pass-through funds.
35. LOBBYING:
- a. Contractors and grantees, including subcontractors, sub grantees, and sub recipients, 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 Grant Agreement 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:
1. 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 grant agreement, 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 grant agreement, grant, loan, or cooperative agreement.
  2. 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 grant agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LDL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

36. TERMINATION:

- a. Subject to the provisions contained below, this grant agreement may be terminated by either party providing thirty (30) days written notice of termination to the other party.
- b. Funds for this Grant Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to pay the charges under this Grant Agreement, it shall terminate without any further obligation by DHEC upon providing written notice to Grantee.
- c. DHEC may terminate this Grant Agreement for cause, default or negligence on the part of the Grantee at any time without thirty days advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.

37. THIRD PARTY BENEFICIARY: This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other

person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third party beneficiary or otherwise.

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

DRAFT

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

SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND ENVIRONMENTAL  
CONTROL

GRANTEE NAME

BY: \_\_\_\_\_  
Director  
Bureau of Maternal and Child Health

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:  
Telephone: ( ) -  
Fax: ( ) -  
E-mail:

REMITTANCE ADDRESS: (if applicable)

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

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

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 #

\_\_\_\_\_

**ADDENDUM**

**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S  
STATE ABSTINENCE PROGRAM - FY2015**

**RFGA Number: FY2015-RFGA-CY-509**

<http://www.scdhec.gov/Health/ChildTeenHealth/Teens/AbstinenceEducation/>

**DRAFT**

## ATTACHMENT B

### 12 Month - Budget Summary Example

12 - month Budget Template (Oct 1, 2015 – Sept 30, 2016)						Federal	Match	Total
<b>Personnel Related Expenses:</b>								
<b>1</b>	<b>Salary &amp; Wage Cost:</b>					<b>\$12,600</b>		<b>\$12,600</b>
	a.	John Smith	\$1,000	12	\$12,000	25%	\$3,000	\$3,000
		<i>Function:</i> This position provides direct oversight and administration for the project						
	b.	Tom Jones	\$800	12	\$9,600	100%	\$9,600	\$9,600
		<i>Function:</i> This position provides administrative support for the project						
<b>2</b>	<b>Fringe Benefit Cost:</b>					<b>\$4,032</b>		<b>\$4,032</b>
		32% of total salary and wage cost						
<b>3</b>	<b>In Direct Cost:</b>					<b>\$1,890</b>		<b>\$1,890</b>
		10% of total salary & wage cost						
<b>Total Personnel Related Expenses</b>						<b>\$18,522</b>		<b>\$18,522</b>
<b>Operational Expenses:</b>								
<b>1</b>	<b>Grant Agreement Cost:</b>					<b>\$25,302</b>		<b>\$25,302</b>
	a.	ABC Baptist Church (XXX County) staff time and meeting space				\$12,000		\$12,000
	b.	XYZ Middle School (XXX County) staff time and class room				\$13,302		\$13,302
<b>2</b>	<b>Equipment Cost:</b>					<b>\$2,000</b>		<b>\$2,000</b>
	a.	1-tablet (IPAD), plus monthly air card fee, to support Ab Ed Educational Specialist working in XXX County. (\$656 plus \$12 times 12 months)				\$800		\$800
	b.	1-office computer system to be used by Administrative Support Specialist (HP740)				\$1,200		\$1,200
<b>3</b>	<b>Supply Cost:</b>					<b>\$26,250</b>		<b>\$26,250</b>
	a.	General Office: \$50 per month times 1.25 FTEs times 12 months FTE # FROM EXAMPLE ABOVE				\$750		\$750
	b.	Program Materials: Training supplies (\$5 times 2,500 students) and curriculum toolkits (\$250 times 2 sets) for teachers.				\$13,000		\$13,000
	c.	Evaluation Materials: (\$5 times 2,500 students)				\$12,500		\$12,500
<b>4</b>	<b>Travel Cost:</b>					<b>\$3,530</b>		<b>\$3,530</b>
	a.	In-State: 500 X 12 months X 1-staff member working in XXX County at \$.355 per mile				\$2,130		\$2,130
	b.	Out-Of-State: Federal XXX Meeting or National Ab Ed Conferences \$60 - Ground Transportation (to and from airport) \$652 - Air Transportation \$560 – Lodging (\$140 X 4 Nights) \$128 – Meals (\$32 per day at 4 days) 1-Event and 1-Staff Member Traveling				\$1,400		\$1,400
<b>Total Operating Expenses</b>						<b>\$57,082</b>		<b>\$57,082</b>
<b>Total Projected Budget</b>						<b>\$75,604</b>		<b>\$75,604</b>

## ATTACHMENT C

### Procedures for Dispute Resolution

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

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

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

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

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

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

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

*\* Contacts are listed below:*

**Grant Program Manager:**

Lisa Hobbs  
SCDHEC  
2100 Bull Street  
Columbia, SC 29201  
Phone: (803) 898-0811  
Fax: (803) 898-2065  
[hobbslb@dhec.sc.gov](mailto:hobbslb@dhec.sc.gov)

**Program Area Director:**

Lisa Davis  
SCDHEC  
2100 Bull Street  
Columbia, SC 29201  
Phone: (803) 898-0804  
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