

**FEDERAL SUBAWARD
BETWEEN
SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH
AND
SUBRECIPIENT NAME**

This Federal Subaward shall be between the South Carolina Department of Public Health (DPH a.k.a. Passthrough Entity) and **SUBRECIPIENT NAME** (a.k.a. Subrecipient).

I. PURPOSE:

The purpose is to provide comprehensive community-based HIV prevention and associated integrated STD and viral hepatitis (VH) prevention services to persons at high-risk for becoming infected with HIV and for persons living with HIV/AIDS as outlined in DPH's Agency Funding Opportunity Number FY2026-RFGA-HV-411. The Subrecipient shall use federal Centers for Disease Control and Prevention (CDC) funds, administered by DPH, to provide services to eligible persons in the same or substantially same manner as detailed in DPH's grant proposal to the CDC and as identified and listed in the S.C. Integrated HIV Prevention and Care Plan 2022 – 2026, which is part of the S.C. HIV/AIDS Strategy, and the South Carolina Ending the HIV Epidemic Plan.

II. SCOPE OF SERVICES

The Subrecipient agrees to provide HIV, STD, VH prevention and linkage to medical care services for persons at high-risk for becoming infected with HIV and for persons living with HIV/AIDS as outlined the scope of services funded through FY2026-RFGA-HV-411 (**Attachment I**).

A. Subrecipient shall:

HIV prevention Subrecipients awarded shall:

1. **SUBAWARD REQUIREMENTS:**

- a. If Subrecipient plans to subcontract for the provision of HIV prevention services to clients, Subrecipient must first gain written prior approval from DPH's STD/HIV/Viral Hepatitis Section. **Subcontractor/Tier 2 Prior Approval Request** can be found in **Attachment II**. The contractual agreement with another entity 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 DPH. Subrecipient is responsible for providing oversight, monitoring, and technical assistance to ensure entities receiving CDC HIV prevention funds comply with all CDC and DPH subaward and reporting requirements as stated in this Subaward with DPH.
- b. Consult with DPH's STD/HIV/VH Program in developing programs/services and policies to assure compliance with HHS/CDC and DPH regulations. These include meeting all reportable disease requirements in South Carolina and supporting routine surveillance activities, including, but not limited to, case investigation and follow-up.
- c. Retain all records with respect to all matters covered by this Subaward Terms and Conditions.
- d. 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, CDC; 2011) ([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 \(cdc.gov\)](https://www.cdc.gov) including any amendments; (b) submit annually a **certification of compliance** in the form attached (**Attachment III**) ensuring compliance with the standards; and ensure that staff members and contractors with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.

- e. Manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Subrecipient must have a Breach policy. Subrecipient must notify DPH immediately upon discovery of any breach. If the breach relates to CDC-funded services, Subrecipient must also notify CDC within one hour of the discovery.
- f. Use DPH-approved reporting mechanisms for tracking and reporting program services.
- g. Ensure new HIV testing staff are trained in HIV 101, STD 101, SC STD/HIV Laws, and HIV Testing in Nonclinical Settings and/or Motivational Interviewing before you attend Rapid HIV Testing (Hands On) training. All testing staff are required to take refresher trainings every three (3) years as specified by DPH on an annual basis.
- h. Allow CDC and DPH on-site for site visits and make complete records available, upon request, including those for financial, programmatic, quality management, and other topics, as required for monitoring purposes. Subrecipient must actively participate in all site visits or desk reviews and submit documentation of follow-up on all Corrective Actions, as indicated, until resolved. Site visits may be held in person or virtually.
- i. To the extent practical, assist DPH with HIV response efforts and outbreaks of other co-morbid conditions of public health significance if assistance is requested. Examples of recent co-morbid conditions of public health significance have included COVID-19 and Mpox. Such activities may include, but are not limited to: tailoring other strategies and activities (e.g., HIV testing efforts, specifically mobile units, PrEP awareness, referral to Partner Services) to support local cluster response; supporting state and/or local health departments with Data-to-Care efforts, to include data sharing for improved program outcomes; support health department efforts with cluster response efforts for interrupting HIV transmission, as requested and practical; and establishing a MOA with health department(s) in support of HIV cluster response activities, including data sharing and Partner Services referrals.
- j. Be prepared to provide monthly and upon request by DPH, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 - a. **Financial Management:** Financial records will be reviewed to ensure compliance with Generally Accepted Accounting Principles, as well as OMB and DPH's accounting principles. The records should provide accurate, current, and complete disclosure of financial expenditures. They must identify the source and application of funds and must be supported by invoices and other supporting documentation required by DPH. Subrecipient financial records, such as payroll, tax statements, and expenditures must be available as necessary to meet the requirements of DPH Financial Management, DPH HIV prevention program, and 45 CR Part 75. Requested expenditures should align with the annual budget approved by DPH. All invoices should contain Subrecipient name, address, phone number, contract number, SCEIS vendor number, purchase order number, invoice date, invoice number, and invoice period. Subrecipient address should match the address associated with the Subrecipient's SCEIS vendor account. If a remittance address is listed under the SCEIS vendor account, the remittance address should be listed on invoices. If Subrecipient's address or remittance address changes over the course of the Subaward, the address must be updated in SCEIS prior to including the new address on invoices. Invoices should be submitted using the DPH Subrecipient Expenditure Invoice Sample. https://dph.sc.gov/sites/scdph/files/2024-10/Subrecipient_Invoice_Sample.pdf
 - b. Program Progress: Review progress in providing prevention services and expending funds.
 - c. Subrecipient must adhere to the **Subrecipient Code of Conduct** working with DPH as a subrecipient (**Attachment IV**).

2. FUNDING-RELATED SUBAWARD REQUIREMENTS

- a. Submit annually an itemized Budget and Budget Narrative Plan including planned expenditure details on personnel (including each funded staff by title, name, salary and a brief description of job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within the state and GSA allowed rates), contractual, other, and indirect costs. The Budget and Budget Narrative should include clear descriptions of the use and allocation of the funds. CDC HIV prevention funds are only for the provision of services and activities allowed by CDC and DPH. CDC's Budget Preparation Guidelines can be found at <https://www.cdc.gov/grants/documents/budget-preparation-guidance.pdf>. CDC's guidelines may be helpful in developing an itemized budget and budget narrative. Any reference to contacting CDC or using Grants Solutions in the provided guidance should be ignored.
- b. If throughout the course of a Subaward year a budget revision is necessary and exceeds ten percent (10%) of the amount allocated for a budget line item, Subrecipient must make a written request to DPH for approval of the revision. The budget revision will not be authorized until Subrecipient receives written approval from DPH. **Budget revision template** can be found in **Attachment V**.
- c. If DPH receives approval from CDC to use indirect funds, prior to seeking reimbursement, Subrecipient must submit annually an official letter approving Federally Negotiated Indirect Cost Rate or use the de minimis of 15%.
- d. Submit annually an organizational chart including all HIV Prevention Program funded staff.
- e. Submit annually at the beginning of each grant year position descriptions for all staff whose positions will be fully or partially supported with HIV Prevention Program funding. Submitted position descriptions must include the following information: subrecipient name, employee name, position title, position classification, employee annual salary, funding allocation (totaling 100%), and job duties. The Budget and Budget Narrative includes all of these elements except the job duties. To meet the position description requirement, the job duties can be sent as follows:
 - a. Position Descriptions (PD) i.e., individual employee PDs including the subrecipient name, employee name, position title, and job duties; OR
 - b. List by employee name, position title, and job duties (not just a summary of the position).

When staff positions are added or replaced during the period of performance, a budget revision indicating the staff change in the justification section, position description including salary and funding allocation, and updated organizational chart must be submitted.

- f. Must have and maintain financial mechanisms for monthly adequate and accurate reporting, reconciliation, and tracking of program expenditures and program income, if applicable. Each CDC awarded funding source and program income must be budgeted, tracked, and reported separately. Reimbursement requests must also be made by funding source. Mechanisms must be in place to accurately track expenditures.
- g. Program income shall be monitored by DPH, retained by the subrecipient, and used to provide HIV prevention 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 CDC award. Subrecipient must have systems in place to account for program income and ensure tracking and use of program income is consistent with CDC's requirements. All program income generated as a result of awarded funds must be used for CDC's approved project-related activities.

- h. Per CFR 200.430(i) Compensation – Personal Services, Standards for Documentation of Personnel Services, charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. Subrecipient must maintain a Time and Effort report to document time and effort of individual staff funded with CDC HIV prevention funds demonstrating fiscal stewardship of CDC funds, as all staff time charged to the HIV Prevention Program must be for carrying out HIV prevention activities. Time and Effort logs must be documented by the staff and include the number of hours spent working on each grant and a brief description of the task performed for salaries charged to the grants. Time and Effort logs must be submitted to DPH with monthly invoices for each staff funded on multiple funding sources. https://dph.sc.gov/sites/scdph/files/2024-10/Time_Attendance_Documentation_Sample.xlsx
- i. Monthly submission of expenditures by the last day of the month, with a courtesy extension to the 15th of each month following. It is strongly recommended to use the DPH template (**Attachment VIII**). Submissions of expenditures should be sent to preventioninvoices@dph.sc.gov. Submission of required supporting documentation in accordance with DPH's "Federal Grants Compliance Requirements for Subrecipients" [Federal Grants Compliance Requirements for Subawards 110724 \(dph.sc.gov\)](#) and DPH's "Federal Subaward Invoice Supporting Documentation Guide" [Subaward-Invoices-and-Supporting-Documentation-072024.pdf \(dph.sc.gov\)](#).

Timesheet information should be included monthly as supporting documentation reflecting the payroll reimbursement period. Timesheet information should be included for all positions supported on the Subaward and account for CDC funding and all other sources of funds.

- j. No funds may be used to make cash payments to intended recipients of services.
- k. All out-of-state travel requests must be preapproved by DPH prior to initiation of travel plans using the DPH Out-of-State Travel Request form. <https://dph.sc.gov/sites/scdph/files/Library/D-0103.pdf>

For all out of state travel pre-approval requests for conferences/trainings, subrecipient should submit the registration information to include the registration cost, agenda, and schedule. It should note if meals are included with the registration cost. When seeking reimbursement, subrecipient must submit a travel log (<https://dph.sc.gov/sites/scdph/files/2024-08/Subrecipient-Form-0178-Travel-Log-072024.xlsx>) that shows the breakdown of expenses by day. Mileage rates should be based on the annual approved IRS rate. Reimbursement of lodging is based on the nightly Federal GSA lodging per diem. For lodging nightly rates that exceed the Federal GSA rate, the Subrecipient is responsible for covering the amount above the GSA rate. When seeking reimbursement, the supporting document must reflect the reimbursement of the nightly GSA rate, applicable taxes and fees. It is recommended that airfare be booked directly through the airline. Additional fees and/or travel agency fees are not reimbursable. Subrecipients should submit flight receipts and flight itinerary.

Travel requirements are outlined in DPH's "Federal Grants Compliance Requirements for Subrecipients" [Federal Grants Compliance Requirements for Subawards 110724 \(dph.sc.gov\)](#) and DPH's "Federal Subaward Invoice Supporting Documentation Guide" [Subaward-Invoices-and-Supporting-Documentation-072024.pdf \(dph.sc.gov\)](#).

- l. All gift/incentive cards or any type of incentive must be preapproved by DPH program area and DPH Bureau

of Financial Management's Office of Federal Grants Compliance prior to purchase using the template in **Attachment VI** [DPH Subrecipient Gift Card Voucher Prior Approval](#)
DPH will not approve incentives greater than \$25.

- m. Meetings that include funding for meals and/or facility rentals must be preapproved by DPH HIV Prevention Program using the template located here:
[DPH-130-Approval-for-Meetings-Meals-Rental-Subrecipient-072024.xlsx](#)
- n. Food items specifically for clients (i.e. small snacks items such as bottled water, crackers, candy, etc.) for HIV prevention-related activities should be referenced as nutritional supplements. All nutritional supplements must be pre-approved prior to purchased (**See Attachment VII**). Nutritional supplements will only be approved if the item is for client use in receipt of HIV prevention service. No staff should consume nutritional supplements. Inventory of nutritional supplements must be maintained. Full meals will not be reimbursed.
- o. Purchases should be made in accordance with the S.C. Consolidated Procurement Code and Regulations. Procurement Guidelines for Subrecipients (**Attachment VX**) provides a basis understanding to help guide Subrecipient purchasing policies: [Procurement-Guidelines-for-Subrecipients-072024.pdf \(dph.sc.gov\)](#).
- p. Funds may not be used for:
 - a. Research; or
 - b. Clinical care except as allowed by law or
 - c. Purchasing Antiretroviral Treatment; or
 - d. Sterile needles or syringes for drug injection; or
 - e. Construction purposes; or
 - f. Reimbursement of pre-award costs; or
 - g. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
 - h. Salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body; or
 - i. Purchase of property.
 - j. Generally, funds may not be used to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
 - k. Federal funds used for the purchase of supplies or equipment related to injection drug use must comply with current federal law.
 - l. General-use prepaid gift cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network such as Visa or MasterCard.

3. SUBAWARD REPORTING REQUIREMENTS

Subrecipient will provide programmatic, demographic, and financial plans and reports as required by the Section of STD/HIV/VH. These requirements are:

- a. Annual submission of an annual deliverable plan and/or workplan.
- b. Annual submission of proposed budget and budget narrative. The budget submission should also include position descriptions for positions supported by the funding.
- c. Monthly submission of expenditures by the last day of the month, with a courtesy extension to the **15th** of each month following. It is strongly recommended to use the DPH template (**Attachment VIII**). Submission of expenditures should be sent to preventioninvoices@dph.sc.gov. Submission of required supporting documentation

in accordance with DPH's "Federal Grants Compliance Requirements for Subrecipients" [Federal Grants Compliance Requirements for Subawards 110724 \(dph.sc.gov\)](#) and DPH's "Federal Subaward Invoice Supporting Documentation Guide" [Subaward-Invoices-and-Supporting-Documentation-072024.pdf \(dph.sc.gov\)](#).

- d. If applicable, Program Income Report. Program Income Report must be submitted with supporting documentation, at the end of each period of performance demonstrating, the total program income earned and the total CDC eligible expenditures of that earned income.
- e. Collect and submit process-monitoring data on all interventions. Data must be entered into a DPH-required data collection system by the last day of the month of intervention cycle completion, with a courtesy extension to the 10th of each month following.
- f. Collect and submit required HIV testing and linkage, PrEP, nPEP, and essential support services data in Evaluation Web by the last day of the month of service delivery, with a courtesy extension to the 15th of each month following.
- g. Report all data in a timely manner. Failure to provide timely reporting and data entry may result in the withholding of invoice approval until such time all of the outstanding data are received by DPH.
- h. Provide additional documentation needed to comply with the DPH contracting requirements, such information required for establishing contracts and payments with DPH annually, including, but not limited to: W-9, vendor name, UEI Number, EIN Number, address and contact information.

4. GRANT ACCOUNTABILITY MEASURES

Subrecipient will be expected to:

- a. Attend, as required, DPH-sponsored trainings to ensure the appropriate delivery of interventions.
- b. Ensure that all services are conducted as planned and ensure complete documentation.
- c. Ensure all services are conducted in a quality manner by qualified staff and in accordance with CDC's procedural guidance and according to DPH's guidelines for delivery of HIV testing and linkage services, PrEP/nPEP, and STD and viral hepatitis services.
- d. Recruit clients and select implementation sites that contribute to the highest impact prevention services.
- e. Achieve and maintain at least a 0.75% HIV positivity rate for newly diagnosed persons with HIV in Core HIV/STD/Viral Hepatitis Prevention Program.
- f. Provide rapid linkage to HIV medical care for newly diagnosed persons, if possible same day, or within two to thirty days of HIV diagnosis. *Note – DPH may update linkage to medical care standards if CDC's linkage to medical care performance standard changes over the course of the 3-year subaward period.*
- g. Ensure referral and linkage to DPH's STD/HIV partner services for persons newly identified as HIV positive in the subrecipient's HIV testing program.

- h. Ensure linkage to essential support services for status neutral persons, inclusive of health benefits, evidence-based risk reduction services, behavioral health services (i.e., mental health, substance abuse), social services (i.e., housing), at minimum.
- i. Complete in a timely manner a quality improvement and corrective action plan as developed by DPH and as needed to continue grant funding.
- j. Attend Evaluation Web software and data collection training. Evaluation Web is an Internet browser-based HIV Prevention reporting system developed and maintained by Luther Consulting and mandated by CDC to collect HIV testing data. Note – if CDC makes changes to reporting variables and/or system during the subaward period, agency must accommodate changes.
- k. Ensure that any HIV prevention educational materials produced or purchased are linked to a specific program intervention, are necessary for the activity, and have been approved by the DPH Section of STD/HIV/VH Federal Materials Review Committee prior to purchase. Please note, educational materials include brochures, flyers, website content, social media, and curriculums. It should be done for anything that is charged to the grant. **Federal Materials Review Request Form** can be found in **Attachment IX**.
- l. Request reimbursement for expenditures at least once monthly to preventioninvoices@dph.sc.gov, no later than the 15th of the following month. Reimbursement requests must include supporting documentation (e.g., invoices, canceled checks, receipts, travel logs, etc.) for expenses requested.
- m. All incentive requests are submitted to DPH 30 days prior to planned purchase date as incentives require pre-approval by the HIV prevention program and Federal Grants Compliance office. If organization is approved for incentives, organization must have an incentive tracking log that contains the following: the vendor's name, gift card number, person distributing the gift card, date client received gift card, and client initials indicating receipt of gift card. Please note agencies seeking pre-approval for incentives/gift cards must have a policy in place and regularly submit distribution logs as supporting documentation. The amount of the gift card approved will be based on what is allowable from funder.
- n. Attend all required subrecipient meetings including webinars and conference calls.
- o. Participate in at least one annual site visit from DPH. Site visits may be in-person or virtual. As needed, DPH may require additional site visits throughout the year. Site visits will consist of programmatic reviews, including client and quality assurance documentation, agency policies and procedures, training records, and fiscal compliance, and other items as requested.
- p. Collaborate with other subrecipients and stakeholders (e.g., HBCUs, FQHCs, CBOs, local health departments, local jails). DPH encourages subrecipients to participate in and/or develop partnerships to recognize national observances (e.g., National HIV Testing Day, World AIDS Day).
- q. Participate in community engagement activities such as the HIV Planning Council (HPC), Integrated Prevention and Care Planning, SHAPE, etc. to guide prevention activities and assist with programmatic decisions.

III. SOURCE OF FUNDING and AMOUNT

The current amount of funding per this subaward is **Maximum Subaward Amount** from the following sources:

SOF1 “High-Impact HIV Prevention and Surveillance Programs for Health Department” \$ **Enter dollar value**

SOF2 “Strengthening STD Prevention and Control for Health Departments” \$ **Enter dollar value**

Attachment(s) SOF1 thru SOF2 contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

IV. PROJECT PERIOD

The federal project period for SOF1 “High-Impact HIV Prevention and Surveillance Programs for Health Department” **BEGINS** on **June 1, 2026**, and ends on **May 31, 2029**.

The federal project period for SOF2 “Strengthening STD Prevention and Control for Health Departments” **BEGINS** on **June 1, 2026**, and ends on **May 31, 2029**.

V. PERIOD OF PERFORMANCE

This Subaward shall become effective on June 1, 2026, or whenever all parties have signed, whichever is later, and ends May 31, 2029.

The Subaward initial term shall be effective June 1, 2026, or on date of last signature after all parties have signed, whichever is later, and shall terminate on May 31, 2027. This Subaward is renewable for two 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 May 31, 2029.

Subrecipient must not begin work before the effective date unless specifically directed by DPH.

VI. COMPENSATION

A. DPH agrees to reimburse the Subrecipient for reasonable and necessary costs incurred in the provision of services as described in the Scope of Services Section up to the amount of **Maximum Subaward Amount**. Only work done during the effective dates of the Subaward will be reimbursed.

1. Source of Funds 1: High-Impact HIV Prevention and Surveillance Programs for Health Department

a. Core HIV/STD/Viral Hepatitis Prevention Programs

\$ _____ for services provided when all parties have signed through May 31, 2027;

\$ _____ for the time period June 1, 2027, through May 31, 2028;

\$ _____ for the time period June 1, 2028, through May 31, 2029.

b. HIV/STD/Viral Hepatitis Prevention Programs Supporting SC’s Ending the HIV Epidemic (EHE) Plan

\$ _____ for services provided when all parties have signed through May 31, 2027;

\$ _____ for the time period June 1, 2027, through May 31, 2028;

\$ _____ for the time period June 1, 2028, through May 31, 2029.

2. Source of Funds 2: Strengthening STD Prevention and Control for Health Departments

a. Syphilis Screening and Linkage to Medical Care Services

\$ _____ for services provided when all parties have signed through May 31, 2027;

\$ _____ for the time period June 1, 2027, through May 31, 2028;

\$ _____ for the time period June 1, 2028, through May 31, 2029.

b. Capacity building services – Administrative support for periodic workforce trainings for public health professionals and other providers, with emphasis on Disease Intervention Specialists

\$ _____ for services provided when all parties have signed through May 31, 2027;

\$ _____ for the time period June 1, 2027, through May 31, 2028;

\$ _____ for the time period June 1, 2028, through May 31, 2029.

In no event will the total amount to be paid under this Subaward exceed **Maximum Subaward Amount**, inclusive of all expenses.

B. **Budget** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this Subaward.

C. **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. DPH retains title to all equipment purchased under this Subaward.

D. **Indirect Cost** If Subrecipient utilizes an approved federally negotiated indirect cost rate, Subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any Subrecipient that has never received and does not have a current 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/re-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 DPH.

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

No revisions 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 DPH.

Subrecipient shall not subcontract any of the work or services covered by this Subaward without DPH's prior written approval.

Subrecipient must obtain written approval prior for the sale or replacement of any equipment purchased under this Subaward.

Subrecipient must obtain written prior approval for out-of-state travel prior to travel for reimbursement under this Subaward.

Subrecipient must obtain prior approval before purchasing gift cards and vouchers under this Subaward.

Subrecipient must obtain written prior approval before purchasing meals and/or facility rentals under this Subaward.

Subrecipient must obtain prior approval before purchasing nutritional supplements for clients (Appendix #). Nutritional supplements will only be approved if the item is for client use. No staff should consume nutritional supplements. Nutritional supplements are considered small food and beverage items such as crackers, granola bars, bottled water, etc.

Subrecipient must obtain written prior approval from the Federal Materials Review Committee prior to producing or purchasing all written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials. This includes any marketing materials as well. **(Attachment X)** Note—Funds cannot be used to promote agency-only specific items that drives client business to the agency with no CDC-funded service.

Purchased materials must support activities of the funded HIV prevention activities.

Subrecipient must obtain prior approval for promotional items. Promotional items should be event specific, contain an HIV prevention message, and not be used to simply to create awareness. Promotional items will only be approved if items are being distributed as an incentive for completing an action (i.e., client is tested for HIV, attends an appointment, receives education on HIV prevention activity, etc.). If approved, distribution of promotional items must be tracked.

F. Prohibited Items No Subaward funds may be used for the purchase of real property or any of the following:

1. Research
2. Clinical care except as allowed by law
3. Purchasing antiretroviral therapy
4. Furniture or equipment
5. Construction purposes
6. Pre-award costs
7. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
8. Salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
9. Federal funds used for the purchase of supplies or equipment related to injection drug use must comply with current federal law.
10. General-use prepaid gift cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network such as Visa or MasterCard.

G. Travel

Reimbursement of Subrecipient's travel expenses, including mileage and subsistence (meals), incurred in connection with the services under this Subaward will be limited to the standard rates for State employee travel in effect during the period of this Subaward and will be included within the maximum amount of the Subaward. The standard rates for mileage and subsistence can be found at

<https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>. All rates are subject to the Office of the Comptroller General’s policies and procedures in effect for the calendar year and are subject to change.

Reimbursement for room and board will be at the established federal General Services Administration (GSA) rate or below for the area of travel. The standard GSA rates for hotels can be found at <https://www.gsa.gov/travel/plan->

[book/per-diem-rates](#). All rates are updated and published each federal fiscal year and are subject to seasonal fluctuations. GSA rates must be verified prior to making each reservation.

Subrecipient must submit itemized 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.

DPH can provide a letter to Subrecipient stating that Subrecipient is performing work on behalf of DPH under Subaward No. **Number** and that 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.

For additional information on travel reimbursement policies, please see “Overview of State of SC/DPH Travel Reimbursement Policies for Vendors & Subrecipients” – **Attachment XIV**.

VII. NO INTEREST OR LATE FEES

No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Subrecipient’s exclusive means of recovering any type of interest from DPH. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DPH shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Subaward for any reason.

VIII. METHOD OF PAYMENT/INVOICING

Subrecipient shall submit a monthly request for payment (invoice) for services rendered as outlined in the Scope of Services and approved budget. Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into this Subaward. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement.

The invoice should be received by DPH within fifteen (15) days after the end of each month. Please refer to the **Attachment XIII** “SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION” https://dph.sc.gov/sites/scdph/files/2024-10/Federal_Subaward_Invoice_Supporting_Documentation_Guide.pdf and DPH’s Federal Grants Compliance Requirements for Subrecipients” https://dph.sc.gov/sites/scdph/files/2024-10/Guidebook_For_Subrecipients_Federal_Grant_Compliance.pdf for details on invoice submission and supporting documentation

Invoicing

Email requests for reimbursement must be sent to preventioninvoices@dph.sc.gov as assigned by DPH. It is strongly recommended for subrecipients to use the DPH invoice template. Template can be found in **Attachment VIII**. Final invoices must be marked “Final” and submitted within 15 days after the end of the period of performance for each SOF to ensure payment prior to grant services provided. All unbilled must be billed by Subrecipient no later than 15 days of the end of the period of performance for each SOF. Invoices for services provided during the project period received after this date may not be paid.

If appropriate, include a requirement to bill promptly after close of the fiscal year:

Ex. All unbilled services at June 30th of each year must be billed by Subrecipient by July 10th. Invoices for services provided before June 30th of each year that are received after this date may not be paid.

IX. REPORTING REQUIREMENTS

A. Annual Risk Assessment Survey

On an annual basis, Subrecipient will be required to complete and return a Subrecipient risk assessment survey (**Attachment X**).

B. 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.

C. Audit Results

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

D. Cost Allocation

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.

E. FFATA

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$25,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed **FFATA checklist, Attachment XII**. (if applicable) must be returned prior to submitting the first invoice for payment.

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

F. Financial Reporting

See **Scope of Work, 2. Funding-Related Grant Requirements and 3. Grant Reporting Requirements**

G. Matching Funds

Not applicable.

H. Program Income

Subject to the additive property. **Program Income Report**.

I. Programmatic Reporting

Monthly process reports (i.e., Monthly Monitoring and Evaluation Report to report numbers on HIV testing efforts, STD screenings, PrEP/nPEP services, condom distribution, successes, challenges, etc.).

EvaluationWeb Reporting: HIV testing and linkage to medical care (in-house, outreach, mobile testing, and self-testing), PrEP/nPEP services, and essential support services must be entered into EvaluationWeb within fifteen (15) business days after the end of each month.

PrEP Tracking Log – if applicable, monthly documentation of PrEP requirements

X. 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.

XI. ACCESS TO RECORDS

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

XII. CLOSEOUT OF SUBAWARD

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward.

Administrative actions may include but are not limited to:

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

XIII. TERMS AND CONDITIONS

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

1. **PROCUREMENT STANDARDS** To the extent Subrecipient must subcontract services or purchase materials for performance under this Subaward, Subrecipient must follow the requirements of 2 CFR Sections 200.317 through 200.327.
2. **SUBCONTRACTORS** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DPH's prior written approval.
3. **ASSIGNMENT** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DPH'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.
4. **AMENDMENTS** The Subaward may only be amended by written agreement executed by both parties.
5. **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 or

other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time DPH deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Subrecipient shall allow DPH to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of DPH.

Subrecipient must dispose of records containing DPH 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 DPH, 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. DPH assumes no responsibility for the creation, maintenance, completeness, or accuracy of Subrecipient's records, or for compliance of any person or entity other than DPH with HIPAA, the South Carolina Physicians' Patient Records Act, or other laws.

6. TERMINATION

(a) DPH may terminate this Subaward by providing thirty (30) days written notice of termination to the Subrecipient.

(b) DPH funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to DPH to pay the charges or fund activities under this Subaward, including early termination or suspension of federal grants, it shall terminate or be suspended immediately upon written notice to Subrecipient without any further obligation by DPH, except the obligation to pay for allowable expenses already incurred. In that event, Subrecipient must comply with DPH instructions concerning suspension or termination of work and submission of any final invoices, and DPH has no obligation to reimburse invoices submitted after the date requested. Unavailability of funds will be determined in DPH's sole discretion. DPH has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.

(c) DPH may terminate this Subaward for cause, default, or negligence on 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 denial or delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from DPH. DPH may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

7. **NON-DISCRIMINATION** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, pregnancy, veteran's status, 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 DPH.

Subrecipients that administer or provide DPH programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DPH-funded programs, activities and services.

8. **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 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 three years after the completion of all work or services to be provided under the Subaward. Subrecipient may be required to name DPH on its insurance policies as an additional insured and to provide DPH with satisfactory evidence of coverage. If Subrecipient is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
9. **DRUG FREE WORKPLACE** By signing this 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.
10. **STANDARD OF PERFORMANCE** Subrecipient will perform all services under this Subaward 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.
11. **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 the State or its political subdivisions, agencies or employees 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 political subdivisions, agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
12. **RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, 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. Subrecipient's employees are not and shall not be considered DPH employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient or its employees are employees, agents, partners, or joint venturers of DPH or have any right or authority to bind DPH to any agreement with a third party or to incur any obligation or liability on behalf of DPH except to the extent expressly authorized in this Subaward.
13. **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.

14. **DISPUTES** All disputes, claims, or controversies relating to the Subaward must only 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 exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by DPH regarding the Subaward is not a waiver by DPH of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent DPH's consent to the jurisdiction of any court or agency of any other state.
15. **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 Subrecipient knowingly or in bad faith rendered an erroneous certification, DPH may terminate the Subaward for cause in addition to other remedies available.
16. **SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as 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.
17. **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:

PROVIDER

NAME

PROVIDER

CONTACT

STREET

ADDRESS CITY,

STATE ZIP CODE

PROVIDER PHONE

NUMBER PROVIDER

FAX

SIGNATURE EMAIL

DPH PROGRAM:

Tony Price, HIV Prevention Program Manager

STD/HIV/VH Section

S.C. Department of Public Health

P.O. Box 2046

West Columbia, SC 29171

Email:

priceae@dph.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 or by mail to the named person's office.

18. **COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
19. **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.
20. **INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify DPH in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by DPH 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.
21. **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.
22. **WAIVER** DPH 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 DPH Contracts Manager has actual authority to waive any of DPH's rights under this Subaward. Any waiver must be in writing.
23. **PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.
24. **ATTACHMENTS/ADDENDA** Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:
 - Attachment I: HIV Prevention Request for Grant Applications (Link)
 - Attachment II: Subcontractor/Tier 2 Prior Approval Request
 - Attachment III: Subrecipient Certification of Compliance
 - Attachment IV: Subrecipient Code of Conduct
 - Attachment V: HIV Prevention Budget Revision Template
 - Attachment VI: Subrecipient Gift Card Voucher Prior Approval Form

- Attachment VII: Subrecipient Nutritional Supplement Pre-Approval Form
- Attachment VIII: DPH Invoice Template
- Attachment IX: Federal Materials Review Request Form
- Attachment X: Subrecipient Risk Assessment
- Attachment XI: Source of Funding (SOF)
- Attachment XII: FFATA Checklist
- Attachment XIII: Subaward Invoices and Supporting Documentation
- Attachment XIV: DPH Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Attachment XV: Procurement Guidelines for Subrecipients

25. **PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE** DPH 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, grantee or contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

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

Any employee, agent, or contractor of DPH 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 DPH programs, this information should be reported in confidence to DPH. A report may be made by writing to the Office of Internal Audits, DPH, P.O. Box 2046 West Columbia, SC 29171; or by calling the DPH Fraud, Waste and Abuse Hotline at 803- 898-4869 or toll-free at 1-866-206-5202. Subrecipient is required to inform Subrecipient's employees of the existence of DPH's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

26. **OTHER REPRESENTATIONS OF SUBRECIPIENT** Subrecipient represents, warrants, and covenants:
- (a) Subrecipient has and will maintain 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 and will not violate or conflict with any other obligation of Subrecipient.

- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Subaward.
- (g) Subrecipient is a **Type of Entity e.g. Limited Liability Company or 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.

27. **COUNTERPARTS AND FACSIMILE SIGNATURES** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

28. **SURVIVAL** Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

29. **TIME** Unless specified otherwise: (a) “days” in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

30. **NO ENDORSEMENT** Subrecipient will not take any action or make any statement, or request DPH take any action or make any statement, that suggests or implies that DPH or the State of South Carolina endorses Subrecipient or its services. Subrecipient shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the DPH Contracts Manager.

31. **CONFLICT OF INTEREST** Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318

(c) (1). Subrecipient must comply with conflict of interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DPH in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Subrecipient’s officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from

contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

32. SUBRECIPIENT AUDIT REQUIREMENTS Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DPH. 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 shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(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:

S.C. Department of Public Health
Director for the Bureau of Financial Management
P.O. Box 2046
West Columbia, SC 29171

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 DPH's Office of Internal Audits.

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 DPH requests a copy of that audit to be sent to:

SC Department of Public Health
Director for the Bureau of Financial Management
P.O. Box 2046
West Columbia, SC 29171
Phone: (803) 898-3390

If a subrecipient utilizes an indirect cost rate, the 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 Agreement.

33. **FFATA REPORTING** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DPH. 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 DPH. THE DPH BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)*
- a. *Unique Entity Identifier (UEI) number*
 - b. *Contract number*
 - c. *Subrecipient name as registered in the Central Contractor Registration*
 - d. *Amount of award received*
 - e. *Total Amount of contract award*
 - f. *Date contract was signed by both parties*
 - g. *Total contract period*
 - h. *Physical location of primary place of performance*
 1. *State*
 2. *Population*
 3. *City*
 4. *Congressional District*
 5. *County*
 6. *Area of Benefit (i.e., state, county, city, school district)*
 - i. *Top 5 most highly compensated officers and their compensation*
34. **AUDIT** Subrecipients 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 DPH raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DPH pass-through funds.
35. **LOBBYING** Contractors and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

No part of any grant or contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including 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, title 31, 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.

NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102

XIV. GRANT SPECIFIC TERMS AND CONDITIONS

1. **PROVIDER-PATIENT RELATIONSHIP:** DPH does not, by virtue of entering into or performing under this agreement, assume a provider-patient relationship with any person with whom DPH does not otherwise have such a relationship. Persons receiving services from Subrecipient will be deemed Subrecipient's clients.
2. **SPECIAL SECURITY REQUIREMENTS:**
 - a. Individuals served by Subrecipient are Subrecipient's clients, not DPH 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 ([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 \(cdc.gov\)](#)) including any amendments;

- ii. Submit annually a certification of compliance in *Attachment III* 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. DPH 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 DPH upon request.

Subrecipient must manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Subrecipient must notify DPH 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.

3. CONFIDENTIALITY:

- a. Subrecipient will comply with all confidentiality obligations under federal and state laws and DPH 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 DPH, 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 Agreement or required by law (as determined by a court or other governmental body with authority):
 - i. access, view, use, or disclose confidential information without written authorization from DPH;
 - ii. discuss confidential information obtained in the course of its relationship with DPH with any other person or in any location outside of its area of responsibility in DPH; 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 agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DPH Contracts Manager and DPH 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 DPH inspection and audit.
- d. Subrecipient must ensure that its employees, agents, and subcontractors who may have access to DPH

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 agreement and applicable law. DPH may, in its discretion, require Subrecipient and Subrecipient's employees, agents, and subcontractors to sign DPH Form #321A, the DPH Contractor Confidentiality Agreement, to protect information contained in a particular DPH program area.

- e. Subrecipient must immediately notify the DPH Compliance Officer at 803-898-3350; 1-888-843-3718, compliance@dph.sc.gov, and the DPH Contracts Manager of any unauthorized use or disclosure of confidential information received under this agreement. Subrecipient will promptly notify DPH 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 DPH in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
 - f. Subrecipient must treat all information, documents, and electronically stored information received from or through DPH or generated by Subrecipient or DPH in connection with the performance of this agreement as confidential information and must not disclose any such information or documents except as permitted by the Agreement, and except to the extent DPH authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority).
4. **HIPAA TRAINING:** Subrecipient 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.) Subrecipient will provide documentation of successful completion of this training during monitoring visits.
 5. **INFORMATION SECURITY AWARENESS TRAINING:** Before any DPH 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 during monitoring visits.
 6. **CERTIFICATION OF DESTRUCTION OF AGENCY DATA:** At the termination of this subaward, Subrecipient will provide DPH, in writing, certification that all DPH 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.
 7. **RETURN OF FUNDS:** Subrecipient shall return to DPH any funds paid by DPH and not used for completion of services in accordance with this subaward. If DPH determines, through audit or otherwise, that Subrecipient has misused funds, Subrecipient shall return those funds as directed by DPH.
 8. **LICENSE/ACCREDITATION:** Subrecipient represents and warrants that Subrecipient and Subrecipient's employees and/or agents who will perform services under this agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this agreement, 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 agreement. Subrecipient will immediately notify DPH 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 agreement.

9. **INDEMNIFICATION:** "Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold DPH 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 agreement. Further, Subrecipient shall defend and hold DPH harmless from any claims against DPH by a third party as a result of the Subrecipient's breach of this agreement, including any breach of confidentiality by a person to whom Subrecipient disclosed confidential information in violation of this agreement. Subrecipient shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DPH. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DPH 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 agreement.

ATTACHMENT I

Link to published FY2026 RFGA-HV-411

<https://dph.sc.gov/professionals/health-professionals/clinical-guidance-resources/hiv-aids-std-resources/funding>

ATTACHMENT II

Subcontractor/Tier 2 Prior Approval Request

(2) Who is the subcontractor? How was the subcontractor chosen?

(3) How much funding will be allocated to the subcontractor and for what services?

(4) Will a contract be executed with the subcontractor describing the exchange of funds for services?

(5) Within the contract, will subcontractor be held to all the federal and state requirements of the subrecipient?

(6) How will subrecipient provide contractual oversight of the subcontract?

(7) Subrecipient will be responsible for training on guidelines, program processes, and submission of reporting requirements. Does subrecipient agree to provide this training to subcontractor?

Submitter Signature:	
Submitter Name:	
Date:	

DPH Approver Signature:	
DPH Approver Name:	
Date:	

ATTACHMENT III

Certification of Compliance

MUST SIGN and RETURN WITH SUBAWARD

Attachment III – 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 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 IV

Subrecipient Representation and Conduct

Attachment IV - Subrecipient Code of Conduct

This code of conduct governs the environment of SC DPH's HIV/STD/VH Section, including staff and contracted subrecipients. This Code of Conduct was created in response to findings from a NASTAD site visit in March 2020. We learned that articulating values and obligations to one another reinforces the level of respect needed among the team and having a code provides us with clear avenues to correct our culture should it ever stray from that course.

- **Be friendly and patient.**
- **Be welcoming.** We strive to be a community that welcomes and supports people of all backgrounds and identities. This includes, but is not limited to members of any race, ethnicity, culture, national origin, color, social and economic class, educational level, sex, age, size, family status, religion, and mental and physical ability.
- **Be considerate.** Your work will be used by other people, and you in turn will depend on the work of others. Any decision you make will affect colleagues and others across multiple organizations, and you should take those consequences into account when making decisions. Remember that we're a world-wide community, so you might not be communicating in someone else's primary language. Be polite and friendly in all forms of communication, especially remote communication, where opportunities for misunderstanding are greater. Use sarcasm carefully. Tone is hard to decipher online; make judicious use of all available tools to aid in communication.
- **Be respectful.** Not all of us will agree all the time, but disagreement is no excuse for poor behavior and poor manners. We might all experience some frustration now and then, but we cannot allow that frustration to turn into a personal attack. It's important to remember that a community where people feel uncomfortable or threatened is not a productive one. We should be respectful when dealing with others.
- **Be generous and kind in both giving and accepting critique.** Critique is a natural and important part of improving. Good critiques are kind, respectful, clear, and constructive, focused on goals and requirements rather than personal preferences. You are expected to give and receive criticism with grace.
- **Be careful in the words that you choose.** We are a community of professionals, and we conduct ourselves professionally. Be kind to others. Do not insult or put down other participants. Harassment and other exclusionary behavior aren't acceptable. This includes, but is not limited to:
 - Violent threats or language directed against another person.
 - Discriminatory jokes and language.
 - Posting sexually explicit or violent material.
 - Personal insults, especially those using racist or sexist terms.
 - Unwelcome sexual attention.
 - Advocating for, or encouraging, any of the above behavior.
 - Repeated harassment of others. In general, if someone asks you to stop, then stop.

- **When we disagree, try to understand why.** Disagreements, both social and technical, happen all the time. It is important that we resolve disagreements and differing views constructively.

Remember that we're different. The strength of our network comes from its varied community and people from a wide range of backgrounds. Different people have different perspectives on issues. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong. Don't forget that it is human to err and blaming each other doesn't get us anywhere. Instead, focus on helping to resolve issues and learning from mistakes.

Unacceptable behaviors

The DPH Ryan White Part B and HIV Prevention Team is committed to providing a welcoming and safe environment for people of all races, sex, physical abilities, physical appearances, socioeconomic backgrounds, life experiences, nationalities, ages, and religions. Discrimination and harassment are expressly prohibited. Harassment may include, but is not limited to, intimidation; stalking; unwanted recording or photography; inappropriate physical contact; use of sexual or discriminatory imagery, comments, or jokes; intentional or repeated misgendering; sexist, racist, ableist, or otherwise discriminatory or derogatory language; and unwelcome sexual attention.

In order to provide a welcoming environment, we commit to being considerate in our language use. Any behavior or language which is unwelcoming—whether or not it rises to the level of harassment—is also strongly discouraged. Much exclusionary behavior takes the form of microaggression - subtle put-downs which may be unconsciously delivered. Regardless of intent, microaggressions can have a significant negative impact on victims and have no place on our team.

ATTACHMENT V:

HIV Prevention Budget Revision Template

Attachment V – HIV Prevention Budget Revision Letter Template

2026 SC Department of Public Health (DPH) HIV Prevention Required Budget Revision Letter Template

Note - Budget Revisions are required for the following circumstances:

- If throughout the course of a grant year a budget revision is necessary and exceeds ten percent (10%) of the amount allocated for a budget line item, the subrecipient must make a written request to DPH for approval of the revision.
- When staff positions are added or replaced during the period of performance, a budget revision indicating the staff change in the justification section, position description including salary and funding allocation, and updated organizational chart must be submitted.

(Please submit on Agency letterhead)

<Date of Request>

Mr. Tony Price
SC DPH, STD/HIV/VH Section
P.O. Box 2046
West Columbia, South Carolina 29171

RE: <Program Name Budget>

Dear Tony:

<Agency Name> <Contract Number> requests to move <\$\$\$ amount> from the <Budget Category> to <Budget Category>. The revision is requested due to <Detailed Reason>.

Category	Budgets	
	Original Budget	Revised Budget
Personnel/Salary		
Fringe		
Travel		
Supplies		
Contractual/Consultant		
Equipment		
Other		
Total Direct Costs		
Indirect Costs		
TOTAL		

In an effort to maintain compliance with the grant and contract, it is necessary to modify these budget categories by <DATE> to reflect our current operations.

Sincerely,
<Name>
<Title>

SAMPLE BUDGET REQUEST

June 1, 2026

Mr. Tony Price
 SC DPH, STD/HIV/VH Section
 P.O. Box 2046
 West Columbia, South Carolina 29171

RE: Core Prevention Budget

Dear Tony:

DPH HV-6-222 requests to move \$1,000.00 from the Personnel budget line to the Supplies budget line. The revision is requested due the prevention program needing to order more condoms as our inventory is running low. We have funds available in Personnel due to a staff resignation (Testing Coordinator I (J. Doe), resignation date 6/10, 2026), and it took approximately one month to fill the vacancy.

Category	Budgets	
	Original Budget	Revised Budget
Personnel/Salary	\$50,000.00	\$49,000.00
Fringe	\$10,000.00	\$10,000.00
Travel	\$2,000.00	\$2,000.00
Supplies	\$5,000.00	\$6,000.00
Contractual/Consultant	\$5,000.00	\$5,000.00
Equipment	\$0.00	\$0.00
Other	\$3,000.00	\$3,000.00
Total Direct Costs	\$75,000.00	\$75,000.00
Indirect Costs	\$750.00	\$750.00
TOTAL	\$75,750.00	\$75,750.00

In an effort to maintain compliance with the grant and contract, it is necessary to modify these budget categories by July 1, 2026, to reflect our current operations.

Sincerely,

Jennifer Pozsik
 Prevention Planning, Monitoring, and Evaluation Program Manager

ATTACHMENT VI:

Subrecipient Gift Card Voucher Prior Approval Form



Subrecipient Gift Card/Voucher Prior Approval Request Form

Subrecipient Name:	Date of Request:
Subaward # (DPH internal #)	
Subaward Period of Performance (grant year):	
Funding Source:	
Vendor name on gift card/voucher:	
Number of gift card/vouchers requested:	Value of each gift card/voucher:
Total purchase price:	
Reason for purchase:	
Number of previously issued gift cards/vouchers on hand:	
Months covered in this request (3-month maximum):	

Gift card/voucher info:

Who will be the clients/target recipients of the cards/vouchers?

Method of distribution:

Description of gift card/voucher tracking:

Additional information on relevant to this request:

Please attach relevant documentation to this request such as Federal award information, Notice of Award, emails pertaining to incentive approvals from the Federal award contact, etc.

Authorized Subrecipient Requestor (Print Name) _____

Authorized Subrecipient Requestor Signature _____ Date _____

Authorized Subrecipient Supervisor (Print Name) _____

Authorized Subrecipient Supervisor Signature _____ Date _____

INTERNAL DPH USE ONLY:

Program Area Approver (Print Name) _____

Program Area Approver Signature _____ Date _____

Grant Compliance Approver (Print Name) _____

Grant Compliance Signature _____ Date _____

ATTACHMENT VII:

Subrecipient Nutritional Supplement Pre-Approval Form



Nutritional Supplement Approval Form

Please attach relevant documentation to this request such as Federal award information, Notice of Award, emails pertaining to incentive approvals from the Federal award contact, etc.

Subrecipient Name:	Date of Request:																									
Subaward Number:																										
Subaward Period of Performance (grant year):																										
Funding Source (grant name, ALN, and NOA):																										
Description of nutritional supplements that will be purchased:																										
Type, number, and estimated price of boxes/containers to be purchased:																										
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Type</th> <th style="width: 20%;">Estimated Number in Box</th> <th style="width: 20%;">Estimated Price of Box</th> <th style="width: 20%;">Number of Boxes</th> <th style="width: 15%;">Estimated Total</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Type	Estimated Number in Box	Estimated Price of Box	Number of Boxes	Estimated Total																				
Type	Estimated Number in Box	Estimated Price of Box	Number of Boxes	Estimated Total																						
Total estimated purchase price for all items:																										
Describe the target population(s) that will receive the nutritional supplements:																										
Reason for purchase:																										

--

Number of previously issued nutritional supplements on hand:

Type	Number Remaining

Months covered in this request (3-month maximum):

Description of tracking how the nutritional supplements will be distributed and who will receive them:

Additional information relevant to this request:

We acknowledge that these nutritional supplements will only be distributed to patients/clients.

Subrecipient Signatures:

Authorized Subrecipient Requestor (Print Name) _____

Authorized Subrecipient Requestor Signature _____ Date _____

Authorized Subrecipient Supervisor (Print Name) _____

Authorized Subrecipient Supervisor Signature _____ Date _____

INTERNAL DPH USE ONLY:

Program Area Approver (Print Name) _____

Program Area Approver Signature _____ Date _____

Grant Compliance Approver (Print Name) _____

Grant Compliance Signature _____ Date _____

ATTACHMENT VIII:

DPH Subrecipient Invoice Template

SUBRECIPIENT EXPENDITURE INVOICESubrecipient
Name:

Purchase Order: _____

Invoice Date: _____

Address:

Invoice Number: _____

Sponsor:South Carolina Department of Public Health
400 Otarre Parkway
Columbia, SC 29033

Award Number: _____

Award Dates: Start _____ End _____

Check if Final Invoice

Subaward Number: _____ Subaward PI Name: _____

Award Amount: _____

Invoice Period: _____ to _____

Expense Categories	Budget	Current Expenses	Cumulative Expenses	Balance
Personnel / Salary				
Fringe				
Travel				
Supplies				
Contractual/Consultant				
Equipment **				
Other				
Total Direct Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Cost				
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

*Equipment definition for Federal Awards:

https://www.ecfr.gov/cgi-bin/text-idx?SID=421d3e3a239e70bdcef843df7113da50&mc=true&node=se2.1.200_133&rgn=div8

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

subrecipient authorized representative title

subrecipient authorized signature and date

For Billing Questions, Please Contact:

[Print orm](#)

[Instructions](#)

Subrecipient Expenditure Invoice

How to Use: This invoice template includes the elements required for a complete subrecipient invoice when billing the South Carolina Department of Public Health (SCDPH). All invoices must contain current and cumulative costs (including cost sharing), subaward number, and certification. Invoice detail should be in accordance with the line items in the budget of the Subaward agreement. Subrecipients may use this template to invoice the SCDPH or provide an invoice which has these required elements. It is generally expected that the subrecipient will bill not more often than monthly and not less frequently than quarterly for allowable costs, see invoice terms in the subagreement.

ATTACHMENT IX:

Federal Materials Review Request Form

SC DPH STD, HIV and Viral Hepatitis Section
Request and Review Worksheet
CDC Federal Materials Review Committee (FMRC)

(Updated July 2024)

Use this form to have materials considered for approval by the Federal Materials Review Committee.

Submit completed form and item(s) to maseyad@dph.sc.gov

Allow a minimum of 15 days for review.

Requestor's Name: _____ Phone _____

E-mail address: _____

Postal Address: _____

Organization: _____

Title of material and production year: _____

Requested date needed for review: _____ Reading level (if known) _____ grade

It is an original or a reproduced copy Publisher: _____

Type of material:

- Poster/Display
- Brochure
- Flyer
- DVD/CD (see "Use/Distribution" section)
- PC Software
- Curriculum
- Survey/Questionnaire/Focus Group Questions
- Web Site Educational Materials
- Billboard
- Digital
- Other (specify below): _____

Target Audience:

(Check all that apply, but only check those for which the material is specifically intended)

Race and Ethnicity

- African American
- White
- Latino/a
- Other (specify) _____

Sexual Risk

- MSM
- MSM/W
- MSW
- WSM
- Other (specify) _____

Age

- Youth (13-17)
- Young adults (18-24)
- Adults (25-44)
- Older Adults (>44)

Indicate if the material specifically targets persons living with HIV: _____

Indicate if the material specifically targets transgender persons: _____

Drug Risk

- PWID
- Other Substance Use (specify) _____

Use/Distribution Method (check all that apply)

- DPH-Educational Materials Library
- DPH-Local Health Departments-Onsite
- DPH-State and Local Health Departments in Community Program
- Individual client (One-On-One) in Requesting Agency
- Clinic-Waiting Room of Non-Health Department Sites
- General Community (health fairs, churches, presentations)
- Professional staff (within requesting agency)
- Public Schools (Note: SCDE must provide a review of these materials)
- Restricted Community (Specify below)
- LGBTQ Community AOD Facilities Correctional Vulnerable Teen Setting

Other (specify) _____

Messages (check all that apply)

Does it directly promote or encourage sexual activity or injecting drug use? Yes No

- Promotes abstinence from illegal use of injecting drugs
- Promotes abstinence from sexual activity (except in mutually monogamous relationship with an uninfected partner)
- Promotes the benefits of abstaining from unprotected sexual activity
- Promotes the benefits of abstaining from injecting drug use
- Promotes using a condom to reduce the risk of acquiring or transmitting the virus
- Promotes using a dental dam to reduce the risk of acquiring or spreading the virus
- Promotes cleaning needles to reduce the risk of acquiring or transmitting the virus
- Promotes HIV testing
- Promotes use of PrEP
- Organizational/marketing/advertising brochure
- Other (specify) _____

Do not write below this line
Committee recommendation

Recommendation: Approved Disapproved Provisional (Explain in comment section)

Priority Population and Risk Factors:

AAMSM AAWSM AAMSW AAMSW/M WMSM WMSM/W IDU H/L

For PWH For Transgender Persons Other risks factors/populations (specify): _____

Youth Young Adults Adults Older Adults

Usage and Distribution:

EML HD onsite DPH community Non-DPH, individual client

Non-DPH, clinic waiting room General community LGBTQ AOD Correctional Teen

Professional staff Schools Other, specify: _____

Signature: _____ **Review Date:** _____

Comments, including messages as indicated by requestor:

Filing ID Number: _____

ATTACHMENT X:

Subrecipient Risk Assessment

MUST COMPLETE, SIGN, and RETURN WITH SUBAAWARD



SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH

SUBRECIPIENT RISK ASSESSMENT and SINGLE AUDIT VERIFICATION SURVEY FY2025

SUBRECIPIENT NAME: _____

ADDRESS: _____

1. What is your Fiscal Year end date? _____
2. Does your organization have an active Federal Unique Entity Identifier (UEI) Number?
Yes ___ No ___
(a) If yes, what is your UEI number? _____
3. Did your organization expend more than \$750,000 in federal grant awards during your last fiscal year?
 Yes – We are a non-profit entity that spent \$750,000 or more in federal awards.
 Yes – We are a government entity that spent \$750,000 or more in federal awards.
 No – We are a non-profit entity that has not spent \$750,000 or more in federal awards.
 No – We are a government entity that has not spent \$750,000 or more in federal awards.
 No – We are a for-profit entity.

If you answered yes to this question, you are subject to the 2 CFR 200.501 “Audit Requirements”:

Federal regulations (2 CFR 200.501 “Audit Requirements”) require that all sub-recipients except “for-profit” entities that expend \$750,000 or more in Federal awards from all sources during their fiscal year shall have a single or program specific audit conducted for that fiscal year.

Please submit a copy of your audit report including any stated findings, auditors’ comments, and your corrective action plan. The audit must be completed, and the reporting submitted 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. Audits that have already been completed should be sent immediately.

4. Were there any findings resulting from your most recently completed audit of federal funds?
Yes ___ No ___ N/A ___
5. Has your organization ever been deemed high risk by another passthrough entity?
Yes ___ No ___

6. What type of financial management system does your organization use?
___ Spreadsheet (i.e., Excel)
___ Accounting software package (i.e., QuickBooks) Name: _____
___ Comprehensive Accounting system, etc. (i.e., SAP) Name: _____
7. Is your organization new to operating or managing state or federal funds?
Yes ___ No ___
8. In addition to being a sub recipient of federal grant funds, is your organization also a primary recipient of federal grant funds?
Yes ___ No ___
9. Does your financial management system allow you to compare actual expenditures or outlays to budgeted amounts for each grant?
Yes ___ No ___
10. Does your financial management system provide for effective control over and accountability for all funds, property, and other assets?
Yes ___ No ___
11. Does your organization segregate duties between authorization, recording, and custody functions related to procurement, cash management, and payment processes?
Yes ___ No ___
12. Does management periodically review all reports, deliverables, expenditures, and other requirements related to grant programs to ensure that guidelines and requirements are being met?
Yes ___ No ___
13. Do you have controls in place to prevent duplicate payments to vendors?
Yes ___ No ___
14. Does your organization allocate costs across multiple grant programs?
Yes ___ No ___
15. Are your board members or trustees paid from federal grant funds?
Yes ___ No ___
16. Does your organization charge indirect cost to federal grants?
Yes ___ - Federally approved IDC rate letter on file / Date of Approval _____
Yes ___ - De minimis: MTDC (10%)
No ___ - No indirect cost charged

17. Does your organization have a personnel system that has the capability to create monthly reports of the activities and time of each employee whose compensation is charged to each project that the employee works on including all grant programs?
 Yes _____ No _____
 (a) If yes, what type of system do you have? (i.e., random moment time study)

18. Do employees who work on federal grant programs have specific references in their current position descriptions regarding their grant responsibilities?
 Yes _____ No _____
19. Do key personnel assigned to this grant have experience in managing grants and an understanding of the relevant regulations?
 Yes _____ No _____
20. Has your organization experienced turnover key personnel who oversee or handle your grant funds during the last twelve months?
 Yes _____ No _____
 (a) If yes, what positions have turnover experienced? (i.e., CFO, Budgets Manager, grant manager, grant AP staff, etc.)

21. During the last twelve months, has your organization converted to a new financial system, or made substantial changes to an existing system?
 Yes _____ No _____
 (a) If yes, please explain. _____

22. Are policies, procedures, and processes regularly reviewed, updated and created to ensure that the organization effectively carries out its programs and activities, including updates that may be needed for grant funds?
 Yes _____ No _____
23. Does your organization maintain a written code of conduct governing the performance of your employees, specifically those employees engaged in the award and administration of contracts?
 Yes _____ No _____
24. Does your entity have a written Conflicts of Interest Policy?
 Yes _____ No _____
25. Is training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on grant programs?
 Yes _____ No _____

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

Yes _____ No _____

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

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

Yes _____ No _____

28. In cases for breaches of ethics policy and/ or instances of fraud, does your organization have procedures in place to address procedures and/ or remedial actions to prevent future violations?

Yes _____ No _____

29. Does your organization have procedures in place to address a means to notify the appropriate agency in cases of confirmed fraud related to grant funds?

Yes _____ No _____

30. Does your organization manage or support a website or publicly accessible social media account such as but not limited to Facebook, Twitter, Google+, Linked In, Tumblr?

Yes _____ No _____

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

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

Yes _____ No _____

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

32. Has your organization ever been disbarred or suspended?

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

36. Do you have a property management system used to maintain formal inventory records of all equipment acquired with federal funds?

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

Signature

Date

Printed Name

Title

Email Address

Telephone Number

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

On July 1, 2024, the S.C. Department of Health & Environmental Control (DHEC) became two separate agencies: S.C. Department of Environmental Services (SCDES) and S.C. Department of Public Health (DPH).

ATTACHMENT XI

Federal Source of Fund Forms

MUST SIGN and RETURN WITH SUBAWARD

SUBAWARD SOURCE OF FUNDING (SOF) # ¹ _____

- (1) Subaward # _____ System Generated _____ (2) Subaward Amendment # _____ System Generated _____
- (3) Subrecipient Name TBD
- (4) Subrecipient's Unique Entity Identifier (UEI#) TBD
- (5) Grant Award Title High-Impact HIV Prevention and Surveillance Programs for Health Departments
- (6) Federal Award Identification Number (FAIN) NU62PS924817 (7) FAIN Date TBD
- (8) Primary Grant Project Period Start Date 08/01/2024 End Date 05/31/2029
- (9) Subaward Project Period Start Date 06/01/2026 End Date 05/31/2029
- (10) Current Subaward Period of Performance Start Date 06/01/2026 End Date 05/31/2027
- (11) Amount of Federal Funds Obligated by this Action \$ TBD
- (12) Prior Periods Obligated \$ 0 (13) Obligated Total \$ TBD
- (14) Total Amount of Federal Award Committed to the Subrecipient \$ TBD

(15) Federal Award Project Description

To provide comprehensive community-based HIV prevention and associated integrated STD and viral hepatitis prevention services to persons at high-risk for becoming infected with HIV and for persons with HIV.

- (16) Federal Awarding Agency Centers for Disease Control and Prevention
- (17) Passthrough Entity South Carolina Department of Public Health
- (18) ALN # 93.940 (19) Assistance Listing Title HIV Prevention Activities Health Department Based
- (20) Is the Subaward Research and Development? Yes _____ No X

SUBAWARD SOURCE OF FUNDING (SOF) # 1

(21) DPH's Federally Negotiated Rate at time of Grant Award 24 % (NOT TO BE USED BY SUBRECIPIENT)

(22) Subrecipient's Indirect Cost: Federally Negotiated Rate* 15% **De minimis No Indirect

***The signing of this SOF is NOT an approval of the Subrecipient's IDC rate.**

****A copy of the approved federally negotiated rate agreement must be submitted to DPH prior to 1st payment.**

*****A detailed breakdown of the various cost elements that constitute the MTDC must be submitted to DPH prior to 1st payment**

(23) Passthrough Entity (DPH) Contact Information

NAME	ADDRESS	EMAIL	PHONE NUMBER
Finance Director		GrantsMgt@dph.sc.gov	N/A
Jennifer Pozsik	SC Department of Public Health, STD/HIV/VH Section P.O. Box 2046 We	pozsikjt@dph.sc.gov	803-898-0126
Tony Price	SC Department of Public Health, STD/HIV/VH Section P.O. Box 2046 We	priceae@dph.sc.gov	803-898-0338

Prepared by Jennifer Pozsik Date _____
 (Program Signature)

Prepared by _____ Date _____
 (Finance Signature)

ATTACHMENT XII

**FFATA FORMS
MUST SIGN AND RETURN WITH SUBAWARD**

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

Primary Grant Award / Passthrough Entity Data
(To be completed by the DPH Program Area)

- (1) Subaward TBD (2) Subaward Amendment
- (3) ALN # 93.940 (4) Assistance Listing Title HIV Prevention Activities_Health Department Based
- (5) Federal Awarding Agency Centers for Disease Control and Prevention
- (6) Grant Award Title High-Impact HIV Prevention and Surveillance Programs for Health Departments
- (7) Grant Award Date TBD (8) Federal Award Identification Number (FAIN) NU62PS924817
- (9) Total Grant Award Amount \$ TBD (10) DPH Unique Entity Identifier (UEI#) JNZSNC4MUMS7
- (11) DPH Principal Place of Performance 2100 Bull Street, Columbia, SC 29201-2104

(12) Federal Award Project Description

To provide comprehensive community-based HIV prevention and associated integrated STD and viral hepatitis prevention services to persons at high-risk for becoming infected with HIV and for persons with HIV.

Subaward / Subrecipient Data
(To be completed by the Subrecipient)

- (13) Subrecipient Name TBD
- (14) Subrecipient DBA Name TBD
- (15) Subrecipient Unique Entity Identifier (UEI #) TBD
- (16) Subrecipient Address (include zip +4 digits) TBD
- (17) Subaward Date TBD (18) Subaward Amount (must be >=\$30,000) \$ TBD
- (19) Subaward Principal place of Performance TBD
- (20) Subaward Area of Benefit (Congressional Districts) TBD
- (21) Subrecipient Parent Unique Entity Identifier (UEI #) TBD

FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION

(22) 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 ____

(23) 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 22 and question 23 are both NO, this questionnaire is complete, otherwise continue to question 3.

(24) 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.

(25) List the names and total compensation of the five most highly compensated officers of the subrecipient as listed in the subrecipient's System for Award Management profile, as applicable in the space provided below.

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

(26) Subrecipient Completed by (signature): _____

(27) Subrecipient Completed by (printed): _____

(28) Date: _____

ATTACHMENT XIII

Subaward Invoices and Supporting Documentation



SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH

SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION

PREFACE

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

SUPPORTING DOCUMENTATION REQUIREMENTS

This document is intended as a guide to the appropriate supporting documentation for subrecipient expenditures. This document applies to all federal subawards. Federal grantors often impose more specific, detailed and/or restrictive documentation requirements on the Agency. Based on the funding source of the subaward, DPH may require additional documentation that is not addressed in this guide. Please refer to the “Method of Payment” section of your subaward for additional details if applicable.

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subrecipients should design a system to organize, group, submit and retain the related information for each grant and activity. DPH can and will audit records at any time.

Documentation must demonstrate that costs are:

- Reasonable, allocable, and allowable
- Within grant limits
- Treated consistently
- Determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

Retention and Availability

Supporting documentation must be retained by the Subrecipient for the entire retention period indicated in the subaward.

Supporting documentation is required as an attachment to the invoice dependent upon the individual circumstances of the subrecipient, the category of expenditure or other condition(s) cited in the subaward.

Additional supporting documentation may be requested by DPH at any time during the subaward period of performance and retention period as a whole. **Documentation must be readily available upon request.**

Examples of Supporting Documentation

Supporting documentation includes but is not limited to the following:

- Paid receipts
- Canceled checks or check & payment registers from Subrecipient's financial management system
- Travel logs
- Hotel/motel folios
- Journal entries
- Training or other event attendance rosters
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor
- Performance reports
- Payroll registers indicating the employee's name, dates, hours and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules
- Cost allocation plans
- Detailed audit reports including auditor's comments and corrective action plans
- 2nd tier subawards
- Contracts with and invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

PROCEDURES FOR SUBMITTING INVOICES

Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into the subaward. Only expenditures obligated during the subaward period of performance can be submitted for reimbursement. Depending on the unique nature of services for a particular subaward, payments to individuals must be in the form of a check or direct deposit. No cash transactions to individuals will be reimbursed.

The invoice and any required supporting documentation should be submitted by funding source. The preferred method of submission is via email as a PDF or similar formatted attachment. The invoice must be clean and readable with all protected health information redacted.

The invoice must include:

- Subaward document number
- Subrecipient name and remittance address
- Billing period
- Funding source for which reimbursement is being requested
- If the subaward contains multiple sources of funding a separate invoice for each funding source must be submitted.
- A brief description of the Scope of Services
- An itemized listing of expenses incurred by budget category with the total amount clearly stated
- If salary or fringe benefit reimbursement is being requested, please specify the payroll periodicity such as "1st thru 16th" or "once every two weeks".

Instructions for Specific Budget Categories

The level of detailed documentation may vary based on your risk assessment and past history.

Salaries

All salaries must be supported by a time and attendance system which accurately reflects the time employees spend on federal grant activities. At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)
Employee #1 works full time for the federal program with no other funding

Monthly Invoice: Employee #1 payroll $\$72,000/24 = \$3,000$ paid on 1st and 16th = \$6,000

Employee #2 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)
Employee #2 works part of the time (40%) for the federal program and is split funded

Monthly Invoice: Employee #2 payroll $\$72,000/24 = \$3,000 * 40\% = \$1,200$ paid on 1st and 16th = \$2,400

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the difference MUST be returned to DPH.

Fringe Benefits, Payroll Taxes, etc.

The Subrecipient is responsible for maintaining cost documentation related to health insurance, state and federal withholdings and any other benefits paid. At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 monthly payroll = \$6,000, FICA = 6.2% of payroll + Medicare = 1.45%
for a total of 7.65%
Employee #1 works full time on the federal program with no other split funding

Monthly Invoice: Employee #1 payroll $\$6,000 * 7.65\% = \459

Example: Employee #2 is split funded and only works 40% for the federal program
Health Insurance premium per employee per month = \$600

Monthly Invoice: Employee #2 $\$600 * 40\% = \240

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the pro-rata share of fringe benefits MUST be returned to DPH.

Travel

Reimbursement of travel expenses, including mileage and subsistence (meals), will be limited to the standard rates for State employee travel in effect during the period of availability for the subaward. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change. The standard rates for mileage and subsistence can be found on the following website.

<https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>

All requests for travel mileage reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (work address)
- Date(s) of the travel
- Destination (address)
- Reason for the visit
- Parking fees if applicable
- Miles traveled
- Mileage reimbursement rate (must not exceed SC State employee reimbursement rate)
- Total reimbursement requested

All requests for travel subsistence (food) reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date and time of departure from official headquarters or home
- Date and time of arrival to destination
- Date and time of return to official headquarters or home
- Total reimbursement requested

Reimbursement for room and board will be at the established federal General Services Administration (GSA) rate (before

taxes are applied) or below for the area of travel. All rates are subject to seasonal fluctuations and must be verified prior to making each reservation. The standard GSA rates for hotels can be found on the following website.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>.

All requests for travel lodging reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date(s) of the travel
- Hotel/Motel folio showing zero balance owed
- Total "Paid" reimbursement requested

All Other Operating Expenditures

For all other operating expenses, please submit a copy of the appropriate source document with the invoice. Refer to the "Examples of Supporting Documentation" listed above.

Indirect Cost

In the event the Subrecipient charges indirect cost, the following must be submitted:

- For federally approved negotiated rates, a copy of the indirect cost rate agreement must be submitted to DPH upon execution of the subaward. If a copy has not been received, reimbursement cannot be completed. At the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Labor base monthly payroll = \$6,000, indirect cost rate = 19.75%
 Monthly Invoice: Payroll \$6,000 * 19.75% = \$1,185

- For Subrecipients using the 10% de minimis rate, at the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices do not require this demonstration.

Example: Monthly Invoice: De minimis MTDC * 10% = \$59,200

MODIFIED TOTAL DIRECT COST (MTDC)			
BUDGET LINE ITEM	MONTHLY		MTDC ELIGIBLE
	DIRECT COST	UNALLOWABLE COST	
Direct Salaries	450,000		450,000
Fringe Benefits	60,000		60,000
Travel	15,000		15,000
Equipment (non captilized)	7,000		7,000
Equipment (capitalized)	12,000	-12,000 *1	0
Subawards	65,000	-40,000 *2	25,000
Supplies	35,000		35,000
Capital Expenditures	150,000	-150,000 *3	0
Rent	5,500	-5,500 *4	0
	799,500	-207,500 MTDC =	592,000
		Deminimis 10%	59,200
*1 Capitalized equipment >= \$5,000 is unallowable for purposes of indirect cost			
*2 Only the first \$25,000 is eligible for purposes of indirect cost			
*3 Rent is unallowable for purposes of indirect cost			
*4 Capital expenditures are unallowable for purposes of indirect cost			

Journal Entries

In the event the Subrecipient's accounting records must be adjusted via journal entry, DPH requires a written explanation as to the reason why it was done and a reconciliation with previously paid expenses if applicable.

For any journal entry that reduces the cost of a previously reimbursed expenditure, the resulting cash balance must be returned to DPH. The return amount cannot be used to offset other expenditures.

For any journal entry that transfers previously posted cost to the federal subaward, the journal entry must be included on the monthly invoice.

ATTACHMENT XIV

DPH Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients

Overview of State of SC/DPH Travel Reimbursement Policies for Vendors & Subrecipients Updated July 9, 2024

Non-state employees, including sub-recipients, who are on official, approved travel status for DPH related-business AND whose contract with DPH states specifically that they follow the State travel reimbursement policies follow the same State/DPH travel reimbursement policies that State employees follow. And they must provide the same documentation and receipts that a state employee would provide.

DPH and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DPH travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DPH Travel Manual. Please see the manual for more detailed information.

Note that if a non-state employee is traveling from out-of-state to SC while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as in-state and the meals follow the State of SC's in-state rates. If a non-state employee travels from SC to out-of-state while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as out-of-state and the meals follow the State of SC's out-of-state rates.

TRAVEL REIMBURSEMENT DOCUMENTATION REQUIREMENTS:

1. DPH 103 Manual Travel Expense Report. A DPH manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DPH 103 Manual Travel Expense Report or comparable form and must include the following information:

- the itemized expenses for each day
- the departure time from home or office for the first day of their trip
- the arrival time to home or office for the last day of their trip
- signature for the vendor's traveling employee
- signature for the DPH supervisor involved with the vendor's project

2. DPH 104 Out-of-State Travel Form. This form is required to be completed if DPH is reimbursing or paying travel expenses for DPH related business conducted outside of the state of South Carolina.

3. DPH 178 Travel Log. Optional, available tool for the traveler to keep track of their travel expenses.

4. Receipts.

- Itemized, paid receipts are required for the following types of expenses:
 - **Lodging.** Must show hotel name, hotel address, name of room occupant, dates of stay, amount charged for nightly rate, taxes and fees, and total amount due. When reimbursing the employee, the hotel invoice must show a zero balance to support reimbursing the employee.
 - **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
 - **Other transportation** such as major buses, Amtrak and rental cars. Taxis, subways, metro, etc., do not require receipt; however, please explain amounts on travel form.
 - **Miscellaneous expenses**, such as the following, purchased for DPH-related business use while on travel status:
 - parking,
 - telephone calls,
 - internet/wi-fi access,

- gasoline for rental or State cars. Receipt must include vehicle tag number. (Considered Misc Travel Expense but uses 5031530000 Gasoline GL code),
- faxes,
- maps, and other supplies
- **Registration fees.** Must include paid registration receipt showing event name, dates, amount paid, and an agenda showing if meals are included in fee or not.
- Receipts are NOT required for the following reimbursable travel expenses:
 - Regular meal receipts at or below State allowances and not included in registration fees are not required.
 - Tolls, taxi, subway, airport shuttle, metro, and portorage (mandatory charge for carrying bags in/out of hotel, NOT a tip).

OVERVIEW OF MOST COMMON TRAVEL EXPENSES:

MILEAGE.

- Mileage is only reimbursed when driving their own car. Mileage is not reimbursed for using a rental car.
- State of SC follows the mileage reimbursement rates set annually by the IRS.

MILEAGE TYPE	Reimbursement Rate* for travel dates...	
	7/1/2023 TO 12/31/2023	1/1/2024 TO 12/31/2024
REGULAR MILES	\$0.655 per mile	\$0.67 per mile
REDUCED MILES	\$0.615 per mile	\$0.63 per mile

*Rate published by the Office of the Comptroller General. Rate may change annually on Jan 1. Rate can be found at <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>

MEALS.

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DPH related business for DPH to reimburse for meals.
- **DPH follows the State of SC meal reimbursement rates, NOT the Federal GSA meal and incidental rates.**
- Meals for non-state employees who are on official, approved travel status for DPH-related business are reimbursable ONLY at the State daily allowable meal amounts.
- **DAILY MEAL ALLOWANCE RATES**

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

*The time limitation for breakfast will not apply for overnight trips with early morning returns.

- The travel expense report must include the departure time from home or headquarters for the first day of the trip and the arrival time back to home or headquarters for the last day of the trip.
 - For the first day of the trip, they would use the Departure column in the table above to decide which meals they are eligible for based on their departure time. For example, they must depart home or HQ before 6:30am on the first day to be eligible for breakfast reimbursement.
 - For the middle days of the trip, times are not required, and they receive the maximum in-state or out-of-state daily amount for meals if meals are not included already in a registration or hotel stay.

- For the last day of the trip, they would use the Arrival column in the table above to decide which meals they are eligible for based on their arrival time. For example, they must arrive back at home or HQ after 8:30pm on the last day to be eligible for dinner reimbursement.
- Meals for one-day trips (no overnight stay) follow the same daily allowable amounts listed above but they follow special rules for reimbursement eligibility.
 - One Day Trip (No Overnight Stay and Meal NOT Included with Registration). In most cases, one-day meals are NOT reimbursable. If the employee has a one-day trip with no overnight stay, meals are not reimbursable unless they are at least 10 miles from headquarters and residence AND meet these other requirements:
 - Dinner is reimbursable only if the employee leaves headquarters before 5:15 pm and returns after 10:00 pm.
 - Breakfast and lunch are not reimbursable for one-day trips unless the employee has written Bureau Director approval AND follows the departure and arrival times for both meals.
 - Meals already paid as part of a registration fee are not reimbursable to the employee.
 - Any meals claimed for a one-day trip are subject to income tax, except for non-optional meals included in registration fees. Please talk with your tax consultant regarding any reporting requirements.
- If the non-state employee attends a conference or meeting where the registration fee includes a meal, then the non-state employee is not reimbursed for that meal, unless a valid, written justification is provided to explain why they couldn't participate in the meal.
 - Meals Included with Registrations:
 - If an employee is requesting reimbursement for a registration fee they paid that includes a meal(s) (breakfast, lunch, or dinner; NOT a continental breakfast or "reception"), State policy requires that meals included in registration fees at no option be separated from the total amount of the registration fee and claimed as a meal at the State rate on the travel document. This does not result in any loss of reimbursement to the employee, but is simply a matter of accounting.
 - If a meal is included in a direct bill registration fee or lodging fee, the employee should not claim additional reimbursement unless the employee is unable to eat the included meal and pays for a substitute meal out-of-pocket. The claim will be restricted to the same rates as any other meal reimbursement.
- If the hotel provides a hot breakfast (including a hot protein like eggs, bacon, etc.; does not include a "continental" breakfast) as part of the hotel rate, they do not receive a separate breakfast reimbursement. They only receive a breakfast reimbursement if they pay for breakfast out of their own pocket and it meets the time-of-day restrictions for the meal reimbursements.

LODGING.

- Must be at least 50 miles from their assigned headquarters and residence on official, approved travel status for DPH related business for DPH to reimburse or pay hotel direct bill for overnight accommodations.
- Paid lodging "folio" receipt showing nightly rate is required for reimbursement.
- **State of SC agencies follow the official GSA maximum lodging rates, available at GSA.gov.** The nightly rate before taxes charged by the hotel must be at or below the GSA max lodging rate. The GSA max lodging rate is before taxes. Taxes on the GSA max lodging rate are reimbursable.
- Be aware that some hotels may say they have a "government" or "special" rate, but it may still be higher than the official GSA max lodging rate. State of SC only acknowledges the official GSA max rate.

AIRFARE. When making airline reservations, whoever makes the reservation should secure the most cost-efficient flight, taking advantage of any cost savings that may be available at the time of travel. In accordance with State policy, "State agencies and employees shall select air carriers based on cost and time criteria, not on whether frequent flyer premiums are given. First class and business class airlines tickets are not allowed." The employee must fly at the lowest rate available, and any extras will be at the employee's cost.

- Itemized airfare receipt is required showing entire itinerary.
- Baggage fee is reimbursable and baggage receipts must be included with travel reimbursement claim.
- Any charges for flight changes must include an explanation/justification. Charges for flight changes can only be reimbursed if there is a cost benefit to Agency to change the flight.

RENTAL CAR. If the non-state employee drives a RENTAL CAR while on official, approved travel status for DPH related business, then the mandatory, non-optional expenses on the rental company's invoice can be paid.

- Requires paid receipt.
- In addition to the fee to rent the car, the rental company may also charge for mileage used while the car is rented, where they check the rental car's odometer before and after the trip. If that is on the rental company's bill, DPH can pay that.
- Optional items can NOT be paid or reimbursed by DPH.
- DPH can NOT reimburse the non-state employee for personal-car mileage at the current IRS mileage rates when a rental car is used instead of a personal car.
- DPH can reimburse the non-state employee for gasoline for the rental car during the rental period. The gas receipt or credit card statement showing the expense must be provided WITH the rental car's license plate number written on the receipt. Note that the rental car license plate often appears on the rental car receipt or contract. Gas for a rental or State car is considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code.

TAXI, AIRPORT SHUTTLE, AND METRO. These three types of "other transportation" do NOT require receipts but are reimbursable. If they do have the paid receipt, it is HIGHLY recommended to have it with the travel reimbursement. Tips are NOT reimbursable.

TOLL ROADS. Reimbursable but receipts are NOT required.

TIPS VS. PORTERAGE. Tips are NOT reimbursable. Porterage, a mandatory charge for carrying bags in/out of a hotel, is reimbursable and does NOT require a receipt.

MISCELLANEOUS TRAVEL EXPENSES.

- Reimbursed with a paid receipt:
 - parking fees,
 - gas for rental or State car (with car license plate number written on receipt) (considered a Misc Travel Expense but uses 5031530000 Gasoline GL code),
 - internet/Wi-Fi access for business use,
 - hotel safe fees for business use,
 - phone calls for business use.
- Reimbursed but do not require a receipt:
 - tolls,
 - porterage (charge for carrying bags in/out of hotel-- NOT A TIP).

NOTE: Fees for online booking and travel agency bookings are not reimbursable.

ATTACHMENT XV

Procurement Guidelines for Subrecipients



Procurement Guidelines for Subrecipients

The purpose of this document is to provide a basic understanding of some of the requirements of the State's Procurement laws and regulations in order to help guide the development of subrecipient policies. This document is not comprehensive of all requirements that may be applicable to purchases that you may make. You should review the S.C. Consolidated Procurement Code and Regulations for complete information. The full text of the S.C. Consolidated Procurement Code can be found at <https://www.scstatehouse.gov/code/t11c035.php>. The full text of the Regulations can be found at <https://www.scstatehouse.gov/coderegs/Chapter%2019.pdf>.

Purchases under \$10,000.00

Small purchases not exceeding \$10,000 can be made without securing multiple competitive quotations if the prices are considered fair and reasonable. At least one quote is required however. The request must be annotated "Price is fair and reasonable" and must be signed by the buyer. Multiple quotes, though not required, are often used to demonstrate that a price is "fair and reasonable." Purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from other than the previous supplier before placing a repeat order. Purchases cannot be artificially divided in order to avoid competition.

Three written quotes

Written requests for written quotes from a minimum of three qualified vendors must be made for purchases greater than \$10,000 but not in excess of \$25,000, or for commercially available off the shelf products not in excess of \$100,000. You must receive and retain in the purchase file at least three bona fide, responsive, and responsible quotes. The written request for quotes must include a purchase description. Requests must be distributed equitably among qualified suppliers. Purchases cannot be artificially divided in order to avoid competition.

Advertised purchases

Written solicitation of written quotes, bids, or proposals must be made for a purchase, other than for commercially available off the shelf products, above \$25,000. The solicitation must be advertised publicly in an appropriate widely distributed publication. At a minimum, the advertisement must contain (1) a description of the goods or services to be acquired, (2) how to obtain a copy of the solicitation, (3) when and where responses are due, and (4) the place of performance or delivery. The advertisement must be published with adequate notice in advance of the due date to allow for response by the prospective vendors, and in no case should notice be less than 7 days prior to the due date. A copy of the written solicitation and written quotes or proposals must be retained in the purchase file. The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest-ranking offeror.

Procurement File Retention

The Procurement file must contain, at a minimum, copies of all quotes or proposals received, copies of written solicitations or written requests for quotations, copies of all written communications and e-mails related to the purchase, and a copy of the purchase order if a purchase order was used. The procurement file must be retained for three years after the date of the last payment is made or longer if the grant specifies a longer retention schedule.