

**South Carolina Department of Public Health
Maternal and Child Health
FY 2026**

REQUEST FOR GRANT APPLICATIONS (RFGA)

Posting Date: December 19, 2025

ATTENTION! IMPORTANT DETAIL!

Your application must be submitted electronically or in a sealed package. (Original + 4 copies marked as “Copy”) RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.

Deadline/Closing Date for Applications:	February 13, 2026 – By 5:00 PM EST
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RFGA Number: FY2026-RFGA-MC-409

Submit your sealed package to either of the following addresses or email address identified below:

MAILING ADDRESS: DPH – Contract Approvals Office Bureau of Business Management 400 Otarre Parkway Cayce, SC 29033 EMAIL ADDRESS: RFGA@dph.sc.gov	PHYSICAL ADDRESS: DPH – Contract Approvals Office Bureau of Business Management 400 Otarre Parkway Cayce, SC 29033 See additional physical address information below
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Number of Copies to be submitted: One (1) original and four (4) copies each marked as “Copy.” Email Submission: RFGA@dph.sc.gov

The South Carolina Department of Public Health (DPH) requests applications for a Maternal Care Access Project (MCAP) Grant. Funding for this grant is contingent upon state funding.

Applications will be accepted until the closing date stated in this RFGA. Applications will be evaluated first by DPH’s Bureau of Maternal and Child Health (MCH) staff for eligibility, responsiveness, and responsibility, then by an internal panel, consisting of various members of DPH staff, based on the scoring criteria stated in this RFGA. Failure to comply with the requirements of this RFGA may result in the disqualification of the application.

Award of a Grant Agreement under this RFGA will be in DPH’s sole discretion and will be contingent on execution of a Grant Agreement, completion of any pending reviews and audits of applicants and satisfactory resolution of issues found as directed by DPH. By submitting your application, you agree to the terms of this RFGA, including the adequacy of the Procedures for Dispute Resolution (Attachment III), and DPH’s draft Grant Agreement (Attachment I). Note the attached Grant Agreement is a draft which DPH will modify as needed in the actual Grant Agreement before execution by the parties as appropriate to reflect the selected Grantee’s proposal. The use of these funds is subject

to all state requirements as outlined in this document and they may not be used for any other purpose(s).

Eligibility Requirements:

- Nonprofit organizations and governmental entities including but not limited to Federally Qualified Health Centers (FQHCs) and healthcare systems with the demonstrated capacity to acquire, own, and operate a Mobile Maternity Unit (MMU) with Maternal Clinical Services (MCS) in an Area of Need that meets the service requirements of this RFGA.

MATERNAL CLINICAL SERVICES AREA OF NEED		
Area One	Area Two	Area Three
Abbeville	Barnwell	Chester
McCormick	Bamberg	Chesterfield
Edgefield	Allendale	Fairfield
Saluda	Hampton	Lee

- Must have the ability to deliver comprehensive prenatal and postpartum services in accordance with evidence-based clinical guidelines, including those established by the American College of Obstetricians and Gynecologists (ACOG).

How to Apply:

See the RFGA Section XIV for additional details regarding information to be included with your submission. A cover letter must be included and signed by an authorized representative of the applicant. Eligible applicants must submit the required documents by either US Postal Service, personal delivery, or email to the mailing address, physical address, or email address listed above. For updates after initial posting of this Request for Grant Application process, please visit our website at <https://dph.sc.gov/health-wellness/child-teen-health/maternal-and-child-health-funding-opportunities>.

Deadline:

The deadline for receiving all applications is **February 13, 2026** by 5:00 P.M. EST.

Questions & Answers:

Questions will be accepted until **January 9, 2026** until 5:00 P.M. EST. All questions must be submitted in writing to Danielle Wingo, dimitrdl@dph.sc.gov. Responses will be emailed and posted on the DPH website on **January 30, 2026** by 5:00 P.M. EST.

Available Funding Date: Revised

Final selection of a successful applicant is anticipated to be made and notifications released on or before **April 6, 2026**. Final Grant Agreement will be effective when signed by both the Grantee and DPH. **April 25, 2026**, is the approximate start work date. Only work done in accordance with the effective dates of the Grant Agreement will be compensated. A draft copy of the Grant Agreement is included in this RFGA (**Attachment I**).

Additional Physical Address Information for Paper Submissions:

All visitors should enter the campus at the 12th Street Extension entrance (the Saxe Gotha entrance is for employees only). Visitors will check in with the guard at this gate, provide their identification, their license plate number, purpose for their visit and agency they are meeting with. After checking in with the guard, visitors must use the main entrance at Building D.

After checking in with the guard, visitors must use the main entrance at Building D. Visitors will deliver the application to the front desk receptionist, who will date and time-stamp the application. Visitors may park anywhere on campus, however a spot close to the Building D entrance is recommended, if available. The two parking garages have two levels with stair access; they do not have elevators. All handicap parking spaces will be located on the top levels of the parking garages and in the surface parking lots.

Public Information, Not Confidential

DPH is subject to the S.C. Freedom of Information Act (FOIA), S.C. Code Ann. § 30-4-10 *et seq.* All records and information prepared, owned, used, possessed, or retained by DPH are public records and are subject to public disclosure unless exempt from FOIA as determined by DPH.

Definitions

See definitions in Section XV.

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**South Carolina Department of Public Health
Maternal Care Access Project (MCAP) 2026 – 2029**

REQUEST FOR GRANT APPLICATIONS (RFGA#: FY2026-RFGA-MC-409)

I. INTRODUCTION

The South Carolina Department of Public Health (DPH) is issuing this competitive Request for Grant Applications (RFGA) to identify a qualified, capable Grantee to establish and operate a Mobile Maternity Unit (MMU) to expand access to high-quality maternal health services, including prenatal and postpartum care, in areas of the state designated as maternal health deserts or underserved counties with limited or no access to routine maternal care. DPH is seeking applications from organizations with demonstrated expertise, infrastructure, and readiness to design, launch, and operate a sustained maternal health access model that aligns with DPH's goals for improved maternal health outcomes across the state.

The MMU initiative reflects DPH's commitment to reducing maternal morbidity and mortality, improving continuity of care, and strengthening access to evidence-based maternal health services for pregnant and postpartum individuals regardless of their insurance status or ability to pay. The project will be structured as a multi-year grant award with a combination of:

- One-time funding to purchase and outfit a mobile maternity unit; and
- Annual operating funding, up to the statewide cap of \$1,400,000.00 per year, to support program deployment, staffing, outreach, service provision, clinical operations, and sustainable service delivery, including, costs associated with the mobile unit's fuel, insurance, maintenance, repair, and upkeep of mobile unit, equipment, and facilities.

The Grantee will provide maternal health services directly to the public. DPH will not function as a billing entity and will not participate in insurance reimbursement processes. Applicants must demonstrate a viable operational model that leverages insurance billing, Medicaid reimbursement, and any applicable program income from the MMU services to enhance sustainability, while fully meeting service requirements for uninsured and underinsured patients.

This document contains the program description, eligibility requirements, application instructions, evaluation criteria, and conditions of the award. The selected applicant must enter into a formal Grant Agreement with DPH, similar to the draft attached to this RFGA.

II. BACKGROUND AND STATEMENT OF NEED

South Carolina currently faces significant and persistent disparities in maternal health outcomes. Several areas in the state are classified as maternal health deserts - geographic areas where residents cannot access timely, comprehensive prenatal or postpartum care within a reasonable distance. Contributing factors include hospital closures, workforce shortages, limited specialty care availability, lack of local obstetric providers, transportation barriers, and socioeconomic conditions that impede routine healthcare access.

Statewide maternal mortality and morbidity data indicate that:

- Many maternal complications are preventable with timely prenatal and postpartum care.
- Postpartum follow-up gaps increase risk for hypertension, hemorrhage, mental health crises, and other complications.
- Disparities disproportionately affect rural communities, low-income populations, and communities of color.

Mobile care models—including mobile maternity, midwifery, lactation support, behavioral health, and nurse-led prenatal care units—are emerging nationally as an effective strategy to reach underserved populations, reduce no-show rates, build trust in communities, and create flexible service delivery channels that meet individuals where they are.

The goal of this grant program is to build a regionally deployed MMU that serves as an extension of local maternal health systems while providing DPH with a structured, measurable, accountable framework for improving access to care.

III. PURPOSE OF THE GRANT

The primary purpose of this grant is to:

- Expand access to **high quality maternal health services, including prenatal and postpartum care**, in designated areas with limited healthcare access.
- Create a sustainable mobile service model that complements existing provider networks, supports care coordination, and increases continuity of care.
- Ensure availability of maternal health services to **all individuals**, including those who are uninsured, underinsured, or unable to pay.
- Establish a mobile platform capable of integrating with regional health systems and electronic health records (EHRs) to support continuity of care.
- Improve maternal health outcomes by providing accessible, evidence-based care.

Under this RFGA, DPH will competitively select one Grantee to purchase and operate the MMU, deploy it strategically within designated counties, and deliver the required maternal health services as outlined in this document and the Grant Agreement.

IV. ELIGIBLE APPLICANTS; RESPONSIVENESS AND RESPONSIBILITY

Eligible applicants must be nonprofit organizations and governmental entities including but not limited to Federally Qualified Health Centers (FQHCs) and healthcare systems.

Applicants must demonstrate:

- Compliance with all federal and state laws and regulations and rules related to the delivery of health care services, including those, if applicable, unique to mobile service delivery.
- All applicable staff have active professional licenses and/or registrations as required by federal and state laws and regulations.
- Experience providing maternal health services (including prenatal and postpartum care)
- Administrative capacity to operate a multi-year grant program
- Ability to meet all service requirements, reporting obligations, audit standards, and compliance provisions

- Adequate financial solvency and internal controls to responsibly manage MMU funds, operating funds, and program income as defined in Section XV.
- A clear plan to operate the MMU in alignment with community needs
- Authorization to transact business in South Carolina

Applicants must not be debarred, suspended, or otherwise excluded from federal or state funding eligibility.

Applications will be evaluated first by MCH staff for eligibility, responsiveness, and responsibility, then by an internal panel, consisting of various members of DPH staff, based on the scoring criteria stated in this RFGA. Failure to comply with the requirements of this RFGA may result in the disqualification of the application.

DPH may reject any proposal from a non-responsive or non-responsible applicant, regardless of score. A responsive applicant is one who has submitted a proposal that conforms in all material aspects to this RFGA. A responsible applicant is one who demonstrates the present capability in all respects to perform fully the grant requirements and has demonstrated by past performance the integrity and reliability which will ensure good faith performance under an award made from this RFGA. DPH may base responsibility determinations on any available information, including information not contained in the applicant's submission.

V. PROGRAM OVERVIEW AND EXPECTATIONS

This MMU initiative funds two key components:

A. Unit Purchase and Outfitting Funding

DPH will provide up to \$702,750.00 in cost reimbursements for the Grantee to purchase and equip a minimum 36-foot mobile maternity unit that must meet the Americans with Disabilities Act (Act) requirements, provide sufficient exam and waiting space, and include essential medical equipment, including but not limited to a high-range ultrasound model and a fetal heart monitor. At the conclusion of the grant period, the Grantee will transfer title to the unit to DPH or to another party as directed by DPH.

Funding may cover:

- Vehicle purchase
- Outfitting with clinical equipment (e.g. high-range ultrasound, exam table, scales, diagnostics, fetal heart monitor, etc.)
- Connectivity systems
- EHR-compatible technology
- Customization needed for safe clinical operations

B. Annual Operating Funding

DPH will provide annual operating funding up to \$1,400,000.00 per year to support service delivery, staffing, deployment, provision of services, outreach, and program administration. Operating funds will be disbursed monthly based on a fixed proposed annual amount, not as line-item budgets or cost reimbursement categories. The Grantee's proposed amount must:

- Reflect the level of services to be delivered
- Fit within the maximum annual operating funding of \$1,400,000
- Remain fixed for each grant year (monthly invoicing)
- Not fluctuate with encounter volume or internal staffing costs

Operating awards are not tied to cost reimbursement or fee-for-service rates. DPH does not review or approve internal cost structures. Applicants should make their own determinations as to the adequacy of the amounts proposed; DPH gives no assurance that the annual amount will be sufficient to cover all operating costs.

- C. **Grant Period:** The award is subject to the provisions of the executed Grant Agreement. The initial term of the grant period will begin on **April 25, 2026**, or when the Grant Agreement is fully executed, whichever is later, and will end on April 30, 2029. At the end of the initial term and any renewal term, the Grant Agreement will automatically renew for one additional year unless DPH gives 90 days' written notice of intent not to renew, up to a maximum of two renewal terms. In any event, the grant will end no later than April 30, 2031.
- D. In no event, will the total amount to be paid for Operating Funding under this grant exceed \$7,000,000.00, inclusive of all expenses.
- E. **All funding under this grant is subject to appropriations. If state funds are not appropriated, the grant will be terminated.**

VI. PROGRAM REQUIREMENTS

A. Vehicle and Equipment Standards

See Attachment II

B. Clinical Services

The Grantee must propose and execute a comprehensive service model for the MMU. At minimum, the MMU must provide:

1. Prenatal care (routine visits, screenings, labs as feasible)
2. Postpartum visits and follow-up care
3. Blood pressure monitoring and hypertension management
4. Gestational diabetes monitoring and management
5. Depression, anxiety, and related behavioral health screenings and referrals
6. Lactation support and counseling
7. Referrals to obstetricians, midwives, specialists, and social support entities. (example: assistance with food and housing)
8. Protocols for all prenatal patients to be referred to and have at least one virtual visit with the birthing provider to establish a patient-provider relationship by 34 weeks gestation. Although the preferred process would have the patient transition their prenatal care fully to the birthing provider for the duration of the pregnancy, they may be allowed to continue prenatal care with the MMU after the initial visit with the birthing provider if needed due to access challenges. Protocols must also exist to transition care back to the MMU after discharge following delivery for postpartum care.
9. Establish referral pathways to Maternal-Fetal Medicine (MFM) specialists or other high-risk pregnancy providers for patients requiring advanced care.

C. Service Delivery Area/Target Population:

A Maternal Clinical Services Area of Need is defined as a rural or underserved county cluster in South Carolina with documented shortages of maternity care providers, high rates of adverse maternal and infant health outcomes, and/or significant transportation barriers to accessing care. The Grantee will be responsible for

providing mobile health services in at least one of the following priority service areas for the MMU (listed in no particular order of priority or importance):

MATERNAL CLINICAL SERVICES AREA OF NEED		
Area One	Area Two	Area Three
Abbeville	Barnwell	Chester
McCormick	Bamberg	Chesterfield
Edgefield	Allendale	Fairfield
Saluda	Hampton	Lee

Service counties within each area may be adjusted based on community needs, availability of site partners, and performance data over the course of the grant period, with prior approval from DPH.

D. Operational Requirements

Applicants must demonstrate:

1. Detailed deployment schedule - The MMU must operate on a consistent schedule that demonstrates accessibility and reliability for the communities served.
2. Staffing model (NPs, CNMs, RNs, etc.) - The MMU must be staffed with Applicant’s appropriately licensed and trained clinical and support personnel. Staffing plans must ensure continuity of operations, adherence to professional standards, and capacity for medical emergency response. While not required to be present on the MMU at all times of operation, a physician who has an active, unrestricted medical license issued by the S.C. Department of Labor, Licensing, and Regulation’s (LLR) Board of Medical Examiners and who has completed residency training in obstetrics and gynecology or family medicine at a program accredited by the Accreditation Council for Graduate Medical Education must provide oversight for all medical care provided on the MMU.
3. Qualifications for each role
4. Protocols for patient flow, safety, and privacy
5. Cultural competency and community trust-building strategies
6. A plan for coordinating care with local birthing hospitals - Programs must coordinate with local birthing hospitals, specialty providers, emergency medical services (EMS), and behavioral health partners to ensure seamless referrals for delivery, high-risk patients, and follow-up care.
7. Ability to serve uninsured and underinsured patients at no cost

E. EHR Connectivity and Data Requirements

Applicants must describe:

1. How they will ensure real-time or near-real-time documentation
2. How data integrates into the patient’s home medical system
3. Referral workflows
4. Compliance with all applicable state and federal privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA), and the data security measures to be used

F. Outreach and Community Engagement

Applicants must include:

1. Recruitment strategies for pregnant/postpartum individuals
2. Partnership plans with local agencies, social service providers, community groups, and hospitals
3. Community event “presence” strategy
4. Marketing and communication plans

G. Ability-to-Pay Requirements

Consistent with the ability-to-pay standards established under Title X of the Public Health Service Act (the federal family planning program), the MMU must:

1. Serve all clients regardless of ability to pay
2. Maintain a sliding fee scale for applicable services
3. Attempt insurance billing whenever possible
4. Never deny care due to inability to pay and not refer patients who are unable to pay to collections

Patients must not receive bills from DPH; the Grantee is fully responsible for billing.

H. Program Income Expectations

Insurance and Medicaid reimbursement constitute program income.

DPH expects:

1. The Grantee to bill appropriately for services
2. Program income to be used solely for MMU operations and expansion
3. Annual reporting on how program income was reinvested

DPH does not require remittance of program income but does require documentation of its use.

VII. STARTUP OPTIONS

DPH recognizes that vehicle acquisition timelines may delay clinical operations. Therefore, applicants may choose between two startup pathways:

A. Purchase the MMU Before Initiating Services

1. The Grantee purchases the new MMU
2. Services begin only once the vehicle is delivered and outfitted
3. Startup costs (training, planning, hiring, etc.) may be part of a separate startup rate
4. Applicants must describe startup activities, timelines, and readiness milestones

This option may delay service availability but simplifies implementation.

B. Operate Using an Existing Vehicle While Purchasing the New One

1. The applicant has access to an existing, clinically capable mobile unit
2. The existing unit is in good working order and meets all legal and technical requirements for operation.
3. Grantee may begin DPH-funded services immediately or within weeks
4. DPH will inspect the temporary vehicle before allowing deployment
5. The new MMU will be built and purchased concurrently
6. Startup costs for the existing unit are expected to be minimal and will NOT be funded by DPH.
7. Once the new MMU is in operation, funding for the existing unit will cease.

Applicants proposing to use an existing mobile unit must submit documentation demonstrating that the unit meets the same standards and provision of services. Exceptions may potentially be granted with written approval by DPH.

Applicants must also submit:

- A description of the unit and its clinical capabilities
- Photos of the interior and exterior
- A list of equipment currently installed

DPH will conduct an inspection before making a final award of the grant and/or before authorizing deployment and reserves the right to require modifications or deny approval if the interim unit does not meet minimum standards.

Use of this option and a resulting early commencement of service date will be considered in the evaluation of proposals.

VIII. UNIT ACQUISITION FUNDING

DPH will reimburse Grantee's allowable actual costs incurred for purchasing and equipping the MMU.

A. Funding Amount and Eligible Costs

1. Maximum allowable MMU Funding: \$702,750.00
2. Eligible expenses may include:
 - a. Vehicle purchase
 - b. Equipment
 - c. Technology
 - d. Customization
 - e. Inspection fees
 - f. Transportation and delivery fees

B. Advance Funding Option

1. The Grantee may request advance MMU funding if unable to front the full purchase cost.
 - a. Maximum advance: up to 50% of total purchase price
 - b. Grantee requesting an advance must submit:
 - i. Vendor contract
 - ii. Final purchase quote identifying the vendor's required security deposit and payment schedule
 - iii. Anticipated delivery schedule
 - iv. Proposed release of funds schedule (e.g., 50/25/25)
2. Payments to the vendor in advance of delivery will be at the Grantee's risk. If the vendor fails to deliver, the Grantee must repay all funds issued by DPH for the MMU purchase and DPH may suspend or terminate the grant.
3. Grantee should perform its own due diligence to assess the vendor's responsibility and risk associated with contract performance. DPH may require insurance or bonding from the vendor before approval of advance reimbursements.

C. Documentation Requirements

To receive reimbursement or advance release of funds, Grantee must submit:

1. Vendor contract
2. Invoice(s)
3. Proof of payment (including canceled checks)
4. Delivery confirmation
5. Inspection reports
6. Final acceptance documentation

D. Ownership

1. Upon Purchase:
 - a. The MMU becomes property of the Grantee during the duration of the grant period.
 - b. The Grantee is responsible for the maintenance, insurance, security, and safe operation.
 - c. Sale, transfer, or use outside the approved scope is prohibited.
2. At the conclusion of the grant period, the Grantee will transfer ownership of the MMU to DPH or to another entity designated by DPH.
3. To safeguard the State's interest, DPH may require the Grantee to give DPH a lien or security interest (not to exceed seven hundred and two thousand, seven hundred and fifty dollars [\$702,750.00]) in the MMU. For State of South Carolina government entities, such a lien is not required as the vehicle will be titled and managed under State Fleet policies

IX. OPERATING FUNDING

A. Fixed Annual Amount

DPH will provide annual operating funding to support MMU service delivery. Operating funding is awarded as a fixed annual amount, disbursed in equal monthly payments. Applicants must propose one (1) annual amount that:

1. Reflects the level of service they can reliably sustain;
2. Falls at or below the maximum statewide annual cap of \$1,400,000.00 per year;
3. Remains fixed for the entire grant period;
4. Is invoiced in consistent monthly installments;
5. Does not fluctuate in response to:
 - a. Encounter volume
 - b. Staff salaries
 - c. Supply costs
 - d. Insurance reimbursement received
 - e. Internal budget variances

DPH does not review line-item cost structures or cost reports. The Grantee is responsible for determining how to allocate the fixed award to meet all program expectations. Under no circumstances will unused annual funding be permitted to be rolled over to the next year.

B. Monthly Invoicing

The Grantee will submit one monthly invoice, not to exceed the agreed-upon monthly installment amount, accompanied by the required Monthly Performance Attestation (Attachment IV).

- 1. Invoices must:**
 - a. Be submitted by the 15th of each month
 - b. Reflect the fixed monthly payment
 - c. Certify that all required services and milestones for the month were completed
 - d. Include no cost breakdown, payroll detail, or supporting financial documentation
- 2. Late Invoices**
 - a. Invoices submitted past the 15-day period are not eligible for payment.
 - b. DPH does not have authority to pay invoices submitted after the state fiscal deadlines.
 - c. Under no circumstances will unused annual funding be permitted to be rolled over to the next year.

C. Minimum Monthly Service Documentation Required

Although invoices are fixed-rate, the Grantee must provide sufficient documentation to verify that required activities occurred. Monthly documentation includes:

- 1. Deployment Log**
 - a. Dates of operation
 - b. Times of operation
 - c. Locations visited
 - d. Confirmation that the site was staffed appropriately
- 2. Service Activity Summary:** Aggregated counts, including but not limited to:
 - a. Number of prenatal visits (delineate new and returning patients)
 - b. Number of postpartum visits
 - c. Number of blood pressure checks (delineate total number and those with high blood pressure requiring management)
 - d. Number of newly diagnosed individuals with gestational diabetes
 - e. Number of mental health screenings
 - f. Number of lactation encounters
 - g. Number of referrals made (delineate by referral type)
 - h. Individuals newly connected to a birthing provider
 - i. Individuals newly connected to a primary care provider
 - j. Individuals newly connected to a pediatrician
- 3. Staffing Certification Compliance**

Attestation that all required credentialed staff were present.
- 4. EHR Activity**

Confirmation that all encounters were documented as required.
- 5. Outreach Activity Summary**

Including advertisement, community partnerships, events, and patient recruitment efforts.

X. REPORTING REQUIREMENTS

DPH requires monthly, quarterly, and annual reporting to ensure program accountability, performance monitoring, and alignment with maternal health priorities.

- A. Monthly Reporting (Due by the 15th):** Monthly reporting includes:
 1. Invoice (fixed rate)
 2. Monthly Performance Attestation Form
 3. Deployment Log (locations, dates, times)

4. Service Activity Summary
5. Staffing Certification Compliance
6. EHR Activity
7. Outreach Activity
8. Notable Issues or Service Interruptions

Failure to submit monthly documentation may delay or suspend funding.

B. Quarterly Reporting

Quarterly reports provide deeper analysis of service patterns, community impact, and operational challenges.

1. Quarterly Due Dates

August 15
November 15
February 15
May 15

2. Quarterly report must include:

- a. Notable successes and challenges
- b. Demographic and service utilization data
- c. Program income summary (insurance reimbursement received)
- d. Barriers to care and mitigation strategies
- e. Community partnerships established
- f. Referrals and care coordination data
- g. Patient experience or satisfaction summaries
- h. Summary of EHR/data quality compliance
- i. Outreach and engagement narrative

DPH may request additional information at any time.

C. Annual Reporting Requirements

The Grantee must submit an Annual Program Plan Update by April 15 each year, including:

1. Proposed deployment calendar for the coming grant year
2. Staffing model updates
3. Any changes to referral systems or partner hospitals
4. Summary of improvements informed by community feedback
5. Sustainability and program income projections
6. Capital asset (MMU) condition and maintenance summary

XI. MONITORING AND OVERSIGHT

DPH will conduct routine and ad hoc monitoring, as well as inspections and audits, to assess compliance with program expectations, financial integrity, service delivery, and patient safety.

Monitoring activities may include, but are not limited to:

- Review of invoices and monthly attestations
- Quarterly report analysis
- Virtual or in-person site visits
- Ride-alongs or shadowing of MMU operations
- Data audits

- Verification of insurance billing processes
- Review of corrective action plans

DPH may require corrective action for issues including, but not limited to:

- Failure to meet service expectations
- Documentation deficiencies
- Billing irregularities
- Staff noncompliance
- Safety issues
- Failure to maintain the MMU or equipment

Corrective action plans must be implemented within the timeframe required by DPH. The Grantee will be required to maintain records documenting its activities under the Grant for at least six years.

XII. FINANCIAL SOLVENCY REQUIREMENTS

Applicants must demonstrate financial stability sufficient to operate the MMU, manage capital purchases, and sustain services across the grant period.

Applicants must submit:

- Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited versions of those statements.

and at least one of the following:

- Most recent IRS Form 990
- Board-approved annual budget
- Bank letter confirming operating reserves
- Current ratio or liquidity statement
- Additional documentation upon request

DPH may deny awards to entities with inadequate financial controls, insufficient reserves, or unresolved audit findings.

Applicants seeking advance funding for MMU must submit:

- Evidence of inability to front costs
- Cash flow documentation
- Proposed release schedule (50/25/25 or similar)
- Vendor contract and milestones

XIII. EVALUATION AND SCORING

Applications will be reviewed and scored according to the following evaluation criteria:

A. Program Design and Service Model

1. Quality and clarity of proposed maternal health services
2. Staffing model and credentials
3. Deployment strategy tailored to the identified areas
4. Care coordination and referral workflows
5. EHR integration and capabilities (such as telehealth, mobile and handheld access, remote patient monitoring)

B. Organizational Capacity

1. Experience in maternal or mobile healthcare

2. Administrative capacity
3. Prior performance managing grants
4. Compliance and legal history, including lawsuits and claims relating to grant and contract performance, provision of services, and regulatory compliance (for example, HIPAA)

C. Readiness and Startup Feasibility

1. Clear implementation timeline
2. Ability to operate an interim vehicle (if applicable)
3. Ability to begin services rapidly
4. Capital procurement plan

D. Financial Solvency and Sustainability

1. Financial controls
2. Ability to manage program income
3. Realistic operational model
4. Sustainability beyond grant funding

E. Community Engagement

1. Partnerships with hospitals, agencies, and social service providers
2. Outreach strategies to reach pregnant and postpartum individuals
3. Plans to build trust in underserved communities

F. Quality of Application Materials

1. Clarity, completeness, responsiveness
2. Supporting documentation
3. Realism of expected outcomes

DPH may require interviews, demonstrations, or supplemental documentation.

XIV. APPLICATION SUBMISSION REQUIREMENTS

A. Applications must include:

1. Completed Application Cover Sheet
2. Narrative responses following RFGA order
3. Organizational Status, History, Experience, and Qualifications
4. Startup option selection and justification
5. Procurement process, strategy, and timeline for the MMU and equipment
6. Full deployment plan and timeline
7. Staffing plan and resumes/CVs, organizational charts
8. Outreach plan
9. EHR integration plan
10. Budget request (single fixed annual operating amount)
11. Capital funding plan (if applicable)
12. Solvency documentation
13. Letters of support (optional)
14. Any required certifications
15. For applicants selecting Startup Option B: Documentation of the existing mobile unit, including:
 - o Description of clinical capabilities
 - o Photos of the interior and exterior
 - o List of installed equipment
 - o A statement confirming the unit meets the minimum standards in Section VII.B

B. Submission Format

1. PDF or Word format
2. Text searchable
3. Submitted to the mailing address, physical address or electronically to the email listed in the RFGA cover page
4. All sections clearly labeled and paginated

XV. Definitions

For purposes of this RFGA:

- A. **“MMU”** means the mobile maternity unit purchased with DPH capital funds.
- B. **“Program Income”** means revenue received through insurance or Medicaid billing associated with MMU services, which must be reinvested in MMU operations.
- C. **“Services”** means maternal health services provided under this Agreement, including clinical and outreach activities.
- D. **“Capital Funding”** or **“MMU Funding”** refers to one-time funds for purchase and outfitting of the MMU.
- E. **“Operating Funding”** refers to the annual fixed award for service delivery and program operations.
- F. **“Grant Year”** means May 1–April 30, unless otherwise specified.
- G. **“Deployment Log”** means the required monthly documentation of locations, dates, times, and staffing for MMU operations.

[SAMPLE DRAFT AGREEMENT – TO BE MODIFIED AS NEEDED BEFORE
COMPLETION WITH DETAILS OF APPROVED PROPOSAL AND
AWARD]ATTACHMENT I

GRANT AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH

AND

Insert Grantee's Full Legal Name as specified on W-9/SCEIS (USE ALL CAPS)

This Grant Agreement shall be between the South Carolina Department of Public Health (DPH) and **Insert Grantee's Full Legal Name as specified on W-9/SCEIS (USE ALL CAPS)** (Grantee).

- I. **PURPOSE**: This Grant Agreement (“Agreement”) sets forth the terms and conditions under which the South Carolina Department of Public Health (DPH) awards funding to [Grantee Name] (“Grantee”) to establish and operate a Mobile Maternity Unit (MMU) designed to provide high-quality maternal health services, including prenatal and postpartum care, in designated areas of need.

Funding is provided to support programmatic expansion of maternal care in underserved communities and is not tied to units of service, encounter volume, or cost-reimbursement mechanisms.

- II. **SCOPE OF SERVICES** [*to be completed upon selection of approved proposal*]

Grantee shall:

- A. Perform funded services as described in its approved proposal.
- B. Comply with all provisions of the RFGA, which are incorporated by reference.
- C. [*Additional details to be inserted upon selection of Grantee's approved proposal.*]

- III. **TERM OF GRANT AGREEMENT**

This Grant Agreement will be effective when all parties have signed, and will terminate no later than [TBD]. The Grant Agreement initial term shall begin on the effective date and shall terminate on [TBD]. At the end of the initial term and any renewal term, the Grant Agreement will automatically renew for one additional year unless DPH gives 90 days' written notice of intent not to renew. Regardless, this Grant Agreement expires no later than the last date of the maximum Grant Agreement period which is [TBD].

Grantee must not begin work before Grant Agreement is fully executed.

- IV. **COMPENSATION**

A. DPH shall provide up to \$702,750 for the purchase and outfitting of the MMU.

1. Eligible costs may include:
 - a. Vehicle purchase
 - b. Equipment and outfitting
 - c. Health technology
 - d. Connectivity upgrades

- e. Customizations necessary for clinical services
2. If the Grantee cannot front the cost of the MMU purchase, they may request advance funding.
 - a. Maximum advance = up to 50% of total purchase price
 - b. Grantee must submit:
 - i. Final vendor contract
 - ii. Itemized quote verifying required security deposit
 - iii. Payment schedule
 - iv. Delivery timeline
 - c. DPH may release funds according to a 50/25/25 milestone structure.
 3. To receive reimbursement or advanced funding releases, the Grantee must provide
 - a. Executed vendor contract
 - b. Detailed invoices
 - c. Proof of payment, including canceled checks
 - d. Delivery documentation
 - e. Inspection reports
 - f. Final acceptance certification
- B. DPH awards the Grantee an annual fixed operating amount, not to exceed \$1,400,000.00 or the agreed upon equal monthly installments
- C. In no event, will the total amount to be paid under this Grant Agreement exceed \$7,702,750.00, inclusive of all expenses. Only work done during the effective dates of the Grant Agreement will be compensated.
- D. Invoicing – Monthly, twelve (12) equal monthly installments for operating funds, subject to timely invoice submission and compliance with requirements.
- E. All amounts unbilled as of June 30th of each year must be submitted by Grantee by July 5th. Invoices for services provided before June 30th of each year that are received after this date may not be paid.
- F. Travel - No travel expenses will be paid under this Grant Agreement. Operating funds are disbursed on a fixed-fee basis and not cost-reimbursement.
- G. 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 Grantee's exclusive means of recovering any type of interest from DPH. Grantee 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 Grant Agreement for any reason.

V. METHOD OF PAYMENT

The Grantee shall submit a monthly request for payment for operational funds and provision of services rendered as outlined in the Scope of Services, Section II, as follows:

- A. The invoice must include the name and address of the Grantee, the Grant Agreement Number, match the monthly fixed installment, include the monthly performance attestation (Attachment IV), and include required logs and summaries. Invoice must be submitted by the 15th of each month.
- B. Reimbursement will be for actual allowable start-up costs incurred. DPH may use the cost principles in federal regulations at 2 CFR Part 200, Subpart E as a reference in determining what costs are allowable. Only expenditures incurred during the Grant Agreement period can be submitted for reimbursement. Services rendered outside the approved scope will not be reimbursed. The invoice should be received by DPH within fifteen (15) days after the end of each month. Email or mail requests for payment to the attention of Danielle Wingo at dimitrdl@dph.sc.gov or 400 Otarre Parkway, Cayce, SC 29033.
- C. Late invoices will not be paid.

VI. REPORTING REQUIREMENTS

DPH requires **monthly**, **quarterly**, and **annual** reporting to ensure program accountability, performance monitoring, and alignment with maternal health priorities.

- A. **Monthly Reporting (Due by the 15th):** Monthly reporting includes:
 - 1. Invoice (fixed rate)
 - 2. Monthly Performance Attestation Form
 - 3. Deployment Log (locations, dates, times)
 - 4. Service Activity Summary
 - 5. Staffing Certification Compliance
 - 6. EHR Activity
 - 7. Outreach Activity
 - 8. Notable Issues or Service Interruptions

Failure to submit monthly documentation may delay or suspend funding.

B. Quarterly Reporting

Quarterly reports provide deeper analysis of service patterns, community impact, and operational challenges.

- 1. **Quarterly Due Dates**
 - August 15
 - November 15
 - February 15
 - May 15

2. Quarterly report must include:

- a. Notable successes and challenges
- b. Demographic and service utilization data
- c. Program income summary (insurance reimbursement received)
- d. Barriers to care and mitigation strategies
- e. Community partnerships established
- f. Referrals and care coordination data
- g. Patient experience or satisfaction summaries
- h. Summary of EHR/data quality compliance
- i. Outreach and engagement narrative

DPH may request additional information at any time.

3. Annual Reporting Requirements

The Grantee must submit an Annual Program Plan Update by April 15 each year, including:

- a. Proposed deployment calendar for the coming grant year
- b. Staffing model updates
- c. Any changes to referral systems or partner hospitals
- d. Summary of improvements informed by community feedback
- e. Sustainability and program income projections
- f. Capital asset condition and maintenance summary

VII. TERMS AND CONDITIONS

- A. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this Grant Agreement without DPH's prior written approval.
- B. **ASSIGNMENT:** Grantee cannot assign or transfer the Grant Agreement 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 Grantee is considered an assignment.
- C. **AMENDMENTS:** The Grant Agreement may only be amended by written agreement executed by both parties.
- D. **RECORDKEEPING, AUDITS, & INSPECTIONS:** Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Grant Agreement, 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. Grantee shall allow DPH to inspect facilities and

locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Grant Agreement may result in immediate termination of this Grant Agreement with no further obligation on the part of DPH.

Grantee 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 Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

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

E. TERMINATION:

1. DPH may terminate this Agreement by providing thirty (30) calendar days written notice of termination to the Grantee.
2. DPH funds for this Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DPH to pay the charges or fund activities under this Agreement, including early termination or suspension of federal grants, it shall terminate or be suspended immediately upon written notice to Grantee without any further obligation by DPH, except the obligation to pay for allowable costs already incurred. Grantee must comply with DPH instructions concerning suspension or termination of work and submission of any final invoices. 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 appropriated specifically for the purposes of this Agreement.
3. DPH may terminate this Agreement for cause, default, or negligence on the Grantee's part at any time without thirty days advance written notice. DPH may, at its option, allow Grantee a reasonable time to cure the default before termination.

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

Grantees 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.

- G. **INSURANCE:** During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DPH on its insurance policies as an additional insured and to provide DPH with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
- H. **DRUG FREE WORKPLACE:** By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 *et seq.*, as amended.
- I. **STANDARD OF PERFORMANCE:** Grantee will perform all services under this Grant Agreement with at least the ordinary care and skill customary in the profession or trade. Grantee and Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.
- J. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires 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, Grant Agreement, equitable indemnification, or any other theory or claim.
- K. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Grantee is not a contractor of DPH. 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 Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act

by the other party, its employees or agents, in connection with the performance of services under this Grant Agreement. Grantee's employees are not and shall not be considered DPH employees. Grantee shall not take any action or make any statement that suggests or implies that Grantee 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 Grant Agreement. Neither DPH nor the State of South Carolina shall be responsible for damages to the MMU, injuries to staff or patients, malpractice claims, or any other financial or legal obligations associated with the Grantee's performance under this Grant Agreement. This provision shall survive the termination or expiration of this Grant Agreement.

- L. CHOICE OF LAW: The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
- M. DISPUTES: All disputes, claims, or controversies relating to the Grant Agreement 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 Grant Agreement, Grantee consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DPH regarding the Agreement 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.
- N. DEBARMENT: Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts or grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DPH may terminate the Grant Agreement for cause in addition to other remedies available.
- O. SERVICE OF PROCESS: Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- P. NOTICE: All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when

received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

GRANTEE:
PROVIDER NAME
PROVIDER CONTACT
STREET ADDRESS
CITY, STATE ZIP CODE
PROVIDER PHONE NUMBER
PROVIDER FAX
SIGNATORY EMAIL

DPH:
Contract Approvals Office-Bureau of Business Management, DPH
400 Otarre Parkway,
Cayce, SC 29033
RFGA@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.

- Q. COMPLIANCE WITH LAWS: Grantee shall comply with all applicable laws and regulations in the performance of this Grant Agreement.
- R. THIRD PARTY BENEFICIARY: This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third-party beneficiary or otherwise.
- S. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. Grantee 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 Grant Agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by DPH upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

[NOTE: This clause above is not needed if the grantee is another state or federal government agency.]

- T. SEVERABILITY: The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- U. WAIVER: DPH does not waive any prior or subsequent breach of the terms of this Grant Agreement by making payments on the Grant Agreement, by failing to terminate the Grant Agreement for lack of performance, or by failing to enforce any term of the Grant Agreement. Only the DPH Contracts Manager has actual authority to waive any of DPH's rights under this Grant Agreement. Any waiver must be in writing.
- V. PLACE OF CONTRACTING: This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
- W. ATTACHMENTS/ENTIRE AGREEMENT: Attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement. All requirements and specifications of **FY2026-RFGA-MC-409** are incorporated into and made a part of this Grant Agreement to the extent not inconsistent with this Grant Agreement. This Grant Agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Grant Agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understanding between such parties. The terms of this Grant Agreement 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 Grant Agreement.
- X. 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, or Grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

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

regarding false claims may be obtained from DPH's Contracts Manager or Bureau of Business Management.

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

If Grantee or Grantee's agents or employees have reason to suspect FWA in 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. Grantee is required to inform Grantee's employees of the existence of DPH's policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

Y. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents, warrants, and covenants:

1. Grantee has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Grant Agreement.
2. Grantee's execution and performance of this Grant Agreement do not and will not violate or conflict with any other obligation of Grantee.
3. Grantee has no conflict of interest with its obligations under this Grant Agreement.
4. Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
5. Grantee 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 contract or grant, except as disclosed on an exhibit to the Grant Agreement.
6. Grantee 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 Grant Agreement.
7. Grantee is a [] duly organized, validly existing and in good standing under the laws of _____ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Grant Agreement.

- Z. COUNTERPARTS AND FACSIMILE SIGNATURES: This Grant 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 Grant Agreement shall be deemed an original and binding upon the signing party.
- AA. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant Agreement period will survive termination, cancellation, or expiration of the Grant Agreement unless expressly provided otherwise in the Grant Agreement or an amendment.
- BB. TIME: Unless specified otherwise: (a) “days” in this Grant Agreement means calendar days; (b) in computing any period of time prescribed or allowed by this Grant Agreement, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
- CC. NO ENDORSEMENT: Grantee 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 Grantee or its services. Grantee 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.
- DD. CONFLICT OF INTEREST: Grantee must disclose in writing any potential conflicts of interest to DPH. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Grantee’s officers, employees, and agents of may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Grantee may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Grantee’s officers, employees, or agents.

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

organization, Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

EE. CONFIDENTIALITY:

1. Grantee 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, the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191 as amended, 42 U.S.C. §§1320d-1329d-9, and the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. §§17921-17953, and related regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal 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 Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.
2. Grantee will not, unless required to perform its responsibilities under this Grant Agreement or required by law (as determined by a court or other governmental body with authority):
 - i. access, view, use, or disclose confidential information without written authorization from 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 copy of confidential information or remove or transfer this information to any location or media.
3. Grantee will direct any request it receives for confidential information obtained through performance of services under this grant, 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 Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DPH inspection and audit. If Grantee is a South Carolina public body subject to the Freedom of Information Act (FOIA), Grantee may disclose information to the extent required by FOIA without a court order, but will make reasonable efforts to consult with DPH before any disclosure.
4. Grantee 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. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law.

DPH may, in its discretion, require Grantee and Grantee's employees, agents, and subcontractors who will have access to confidential information by virtue of Grantee's performance hereunder to sign DPH Form #321A, the DPH Contractor

Confidentiality Agreement, to protect information accessible to Grantee by its performance.

5. Grantee must immediately notify the DPH Compliance Officer at 803-898-9269, 1-888-843-3718, or at compliance@DPH.sc.gov; and the DPH Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee 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.
6. Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.

FF. COPYRIGHT/PATENT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Grant Agreement shall belong to DPH. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DPH. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DPH. Grantee shall execute without additional compensation any additional documents DPH may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

GG. COMPLIANCE REPORTS: Grantee must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures to the proper program area of DPH. The Grantee is subject to site visits from DPH to monitor compliance.

HH. PROVIDER-PATIENT RELATIONSHIP. DPH does not, by virtue of entering into or performing this Grant Agreement, assume a provider-patient relationship with any person with whom DPH does not otherwise have such a relationship. Persons receiving health care services from Grantee will be deemed Grantee's patients.

II. REVISIONS OF LAW: The provisions of the Grant Agreement are subject to revision of any applicable State or federal statutes and regulations and requirements.

JJ. EQUIPMENT TITLE: Title to any vehicle, equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Grant Agreement, including the MMU and equipment, shall vest in Grantee upon acquisition and remain with Grantee during the term of this Agreement. Upon termination, Grantee shall transfer MMU title to DPH within 90 days of the end of the grant agreement.

KK. THIRD PARTY BILLING: Grantee will bill the third-party source directly for reimbursement for such services.

LL. LICENSE/ACCREDITATION: Grantee represents and warrants that Grantee and Grantee's employees and/or agents who will perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify 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 Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.

MM. HIPAA TRAINING: Before participating in any DPH clinical activity or rendering any service to DPH and its clients under this Grant Agreement, Grantee will ensure that its employees/agents are educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Grantee will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Contractor and its employees/agents will be required to receive necessary instruction using DPH's e-learning system before initiating performance of this Grant Agreement.

NN. INDEMNIFICATION:

"Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Grant Agreement, and to the fullest extent permitted by law, Grantee shall defend, indemnify, and hold 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 Grantee, in whole or in part, in the performance of services pursuant to this Grant Agreement. Further, Grantee shall defend and hold DPH harmless from any claims against DPH by a third party as a result of the Grantee's breach of this Grant Agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this Grant Agreement. Grantee shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DPH. This indemnification shall include reasonable expenses including attorney's fees and expert witness fees incurred by defending such claims. DPH shall provide timely written notice to Grantee of the assertion of the claims

alleged to be covered under this clause. Grantee's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Grant Agreement.

OO. LIMITATION ON DPH LIABILITY: In no case shall DPH's liability for any alleged breach of this Agreement exceed the total contract amount owed by DPH as unpaid compensation for services performed under this Agreement.

PP. FORCE MAJEURE: Neither party will be responsible for failures to perform caused by extraordinary circumstances beyond its reasonable control, including, but not limited to, war, sabotage, riots, civil disobedience, acts of governments and government agencies, labor disputes, accidents, fires, acts of terrorism, epidemics/pandemics, or natural disasters. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

Mobile Maternity Unit Specifications (Attachment II)

Mobile Maternity Unit Specifications

I. Physical Specifications

- A. The unit must meet the following minimum physical specifications:
1. A minimum 36-foot unit with usable interior space, designed to meet height clearance standards for bridge and rural road travel; alternate configurations may be considered with justification
 2. The unit will require a Commercial Driver's License (CDL) to operate if there is a Gross Vehicle Weight Rating (GVWR) of 26,001 pounds or more; alternate configurations may be considered with justification
 3. Automatic transmission with gasoline or diesel engine
 4. Anti-lock braking system and power steering
 5. ADA-compliant patient lift that is easy to navigate and safe
 6. Minimum of two medical exam rooms
 7. At minimum one ADA-accessible exam room
 8. At minimum one exam room capable of serving bariatric patients
 9. Workspace with sink, refrigerator, and secure locking cabinetry
 10. Patient waiting area
 11. Bathroom facilities with hot and cold water, ventilation, sink, toilet, and privacy door
 12. Exterior awning, lighting, and outlets
 13. Windows with privacy screens
 14. Commercial-grade generator or solar power system
 15. Internal lighting and HVAC (heating and air)
 16. Backup power system for uninterrupted operations
 17. Ability to switch between generator or solar power system and external power sources

II. Required Medical Equipment

- A. The unit must be fully equipped to provide comprehensive care in alignment with clinical standards of care. This includes, but is not limited to the following medical equipment:
1. Standard-size exam tables and stirrups
 2. Exam room privacy curtains
 3. White noise machine(s)
 4. Physician's stool(s)
 5. Adult scales
 6. Otoscope/ophthalmoscope set, sphygmomanometer
 7. Vital signs monitoring equipment
 8. Glove dispensers, sharps containers, and appropriate disposal systems
 9. Medical-grade vaccine refrigerator and freezer
 10. Portable, rugged ultrasound system that must be capable of performing both transabdominal and transvaginal imaging and must be compatible with both a curvilinear (convex) probe and transvaginal (endocavitary) probe. The system

must be capable of submitting images in real time electronically to a remote location for official interpretation or of storing the images for electronic submission following the scan.

- 11. Fetal heart monitor
- B. Lab area equipped with:
 - 1. Centrifuge
 - 2. Refrigerated specimen storage
 - 3. Specimen transport containers
 - 4. CLIA-waived point-of-care testing devices
- C. Internet connectivity operable in rural and low-bandwidth areas capable of supporting;
 - 1. Access to electronic health records (EHR)
 - 2. Real-time ultrasound image upload
 - 3. Telemedicine consultations
 - 4. Electronic prescribing

III. Additional Operational Requirements:

- A. On-location delivery and setup
- B. On-site training for operations and equipment
- C. On-site spare parts
- D. Warranty documentation, including options for extended warranty coverage
- E. Ensure the MMU complies with all applicable standards and regulations in effect at the time of manufacture, including but not limited to the U.S. Department of Transportation (DOT), South Carolina Department of Transportation (SC DOT), and Federal Motor Vehicle Safety Standards (FMVSS)
- F. Designated parking space at storage location

**ATTACHMENT III
PROCEDURES FOR DISPUTE RESOLUTION**

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

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

Note: If the Governor declares an emergency (due to weather or other extenuating circumstances), the stated deadlines will be stayed or suspended until normal operations are in effect.

- A. **Request for Application for Funding.** Subject to conditions set forth in these procedures, any prospective applicant desiring to file a dispute concerning DPH’s proposed evaluation of applications or proposed manner of distribution of funds (as outlined in the RFGA) shall e-mail or fax a Notification of Appeal to the DPH Grant Program Manager* within **three (3) business days** of the posting date of the RFGA or any amendment thereto. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within **three (3) business days** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the prospective applicant. If the prospective applicant is not satisfied with the decision rendered by the Grant Program Manager, the applicant shall e-mail, or fax written notification to the DPH Program Area Director* within **two (2) business days** of the date of the written notification of decision from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the prospective applicant within **three (3) business days**. The written decision will be final and may not be further appealed by the requestor.
- B. **Award to an Applicant.** A requestor with a dispute regarding the Notice of Intent to Award shall email or fax a Notification of Appeal to the Grant Program Manager within **five (5) business days** of the date of posting of the Notification of Award by 5:00 p.m. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. A matter that could have been raised pursuant to (A) as an appeal of the Request for Grant Applications may not be raised as an appeal of the award or intended award of a grant. “Within **three (3) business days** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the requestor. If the requestor is not satisfied with the decision rendered by the Grant Program Manager, the requestor shall e-mail, or fax written notification to the Program Area Director within **three (3) business days** of the date of the written response from the Grant Program Manager by 5:00 p.m. The Program Area Director will conduct a review and will e-mail or fax a

written decision to the requestor within **three (3) business days**. The written decision will be final and may not be further appealed by the requestor.

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

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

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

B. **Complaint against Grant Program Management.** No later than **thirty (30) calendar days** after receiving notice that the agency's grant program area has denied an expenditure, a grantee must email, or fax written notice identifying any dispute or controversy to the Grant Program Manager. The Grant Program Manager will, **within thirty (30) calendar days** thereafter, review and attempt to informally resolve the dispute or controversy. If the dispute cannot be mutually resolved within that timeframe, a grantee wishing to continue pursuit of the dispute must e-mail or fax written notice of the dispute to the Program Area Director within **five (5) business days** following the 30-day review period by 5:00 p.m. The Program Area Director or his/her designee will, within **ten (10) business days** of receipt of a written notice of the dispute, meet or hold a conference call with the Subrecipient.

Within **ten (10) business days** after such consultation with the grantee, the Program Area Director will email or fax the grantee with a written determination as to his/her decision regarding the disposition of the expenditure. The decision of the Program Area Director will be final and may not be further appealed by the requestor.

* *Contacts are listed below:*

Grant Program Manager:

Danielle Wingo
SC Dept of Public Health
P.O. Box 2046,
West Columbia, SC 29171
Phone: 864-640-9292
Email: dimitrdl@dph.sc.gov

Program Area Director:

Danielle Wingo
SC Dept of Public Health
P.O. Box 2046,
West Columbia, SC 29171
Phone: 864-640-9292
Email: dimitrdl@dph.sc.gov

ATTACHMENT IV – MONTHLY PERFORMANCE ATTESTATION TEMPLATE

(To be submitted with each monthly invoice by the 15th of the month)

Grantee Name: _____

Grant Number: _____

Reporting Month: _____

Invoice Number: _____

Section A. Deployment Certification

The Grantee certifies that the MMU operated according to the approved deployment schedule for the reporting month.

A1. Deployment Log Summary

Attach or enter below:

Date	Location	Start Time	End Time	Services Provided	Staffing Present

Minimum requirements:

- List **every** deployment day
- Include outreach-only days even without clinical services
- Identify canceled or interrupted operations with explanation

A2. Staffing Compliance

For each operating day:

- Required credentialed clinician present: **Yes/No**
- Required support staff present: **Yes/No**
- If no, provide explanation: _____

Section B. Service Delivery Summary

A monthly aggregate summary of encounters and services provided:

Number of lactation encounters	
Number of referrals made (delineate by referral type)	
Individuals newly connected to a birthing provider	
Individuals newly connected to a primary care provider	

Individuals newly connected to a pediatrician	
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Section C. EHR Documentation Compliance

- All encounters documented in approved EHR system: **Yes / No**
- All referrals entered and transmitted appropriately: **Yes / No**
- Any documentation delays or issues? If yes, describe.

Section D. Insurance Billing & Program Income

- Insurance billing was attempted for all billable services: **Yes / No**
- If no, explain exceptions: _____
- Program income for the month (if any): \$ _____
- How income will be reinvested into MMU operations:

Section E. Successes, Challenges, Issues, Risks, and Operational Notes

Examples include:

- Notable Successes
- MMU mechanical issues
- Route or site challenges
- Staffing shortages
- Safety events
- Community concerns
- Weather disruptions
- Data system outages

Describe any issues and mitigation steps.

Section F. Attestation

I certify that the information provided is true, complete, and accurate and that all services rendered this month complied with the Grant Agreement requirements.

Authorized Representative Name: _____

Signature: _____

Date: _____

ATTACHMENT V – REPORTING SCHEDULE

Grant Year: May 1 – April 30

Monthly Reporting

Reporting Item	Due Date	Notes
Monthly Invoice	15th of each month	Must match fixed annual rate / 12
Monthly Performance Attestation	15th	Must accompany invoice
Deployment Log	15th	All locations, dates, times
Service Summary	15th	Aggregate monthly totals
Staffing Certification	15th	Confirms staffing compliance

Quarterly Reporting

Quarter	Due Date	Required Components
Q1	August 31	Data summary, program income, EHR compliance
Q2	November 30	Same as Q1
Q3	February 28	Same as Q1
Q4	May 31	Year-end evaluation narrative

Annual Reporting

Report	Due Date	Required Components
Annual Program Plan Update	April 1	Deployment schedule, staffing, sustainability
Asset Condition Report	April 1	MMU status, maintenance needs

ATTACHMENT VI – ACQUISITION MILESTONE PAYMENT TABLE

Used for reimbursement or advanced funding release.

Milestone	Documentation Required	Max % Releasable	Notes
1. Contract Execution	Signed vendor contract; final quote	Up to 50%	Advanced funding release
2. Mid-Build Progress	Vendor invoice; photos/inspection	25%	For 50/25/25 structure
3. Vehicle Delivery	Delivery receipt; vendor invoice	15%	
4. Inspection & Acceptance	Inspection report; acceptance	10%	Final release
5. Title Transfer	Copy listing Grantee as owner	Balance	Required before operation

Additional Requirements

- Grantee must provide **canceled checks** for all payments made to the vendor.
- If vendor fails to deliver, **Grantee is fully liable** for repayment of DPH funds.
- DPH may require bonding or performance guarantees.

ATTACHMENT VII – DAILY ACTIVITY LOG TEMPLATE

Used to document each day of MMU operation for monthly reporting.

ATTACHMENT VII – DAILY ACTIVITY LOG TEMPLATE

DATE	LOCATION	TYPE OF DAY	START	END	ENCOUNTERS	NOTES
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ATTACHMENT VIII – SAMPLE INVOICE TEMPLATE

Grantee Name: _____

Date Submitted: _____

Reporting Month: _____

Fixed Monthly Payment Amount: \$ _____

Attached:

- Monthly Performance Attestation
- Deployment Log
- Service Summary
- Staffing Certification

Certification:

I certify that the services described in the attached attestation were performed and that all information submitted is accurate.

Signature: _____

Title: _____

Date: _____

ATTACHMENT IX – ADVERTISEMENT, OUTREACH AND COMMUNITY ENGAGEMENT TEMPLATE

Applicants and Grantees may use this structure to organize advertisement and outreach planning.

Partner Organizations

- Hospitals
- FQHCs
- Health departments
- Faith-based organizations
- Social service agencies

Activities

- Community presentations
- Health fairs
- Social media announcements
- Radio/TV/Billboards
- Flyers and door-to-door engagement
- Referral partnerships

Performance Indicators

- Number of outreach events
- Community partners engaged
- Self-referrals originating from outreach