

**South Carolina Department of Health and Environmental Control  
Community Violence Intervention and Prevention Funding  
2023-2024 Grant Year**

**REQUEST FOR GRANT APPLICATIONS (RFGA)**

**CFDA Number:** 93.967

**State Proviso:** 34.26a Community Violence Intervention and Prevention

**Posting Date:** July 3, 2023

**ATTENTION! IMPORTANT DETAIL!**

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

<b>Deadline/Closing Date for Applications:</b>	<b>Tuesday, August 8, 2023</b> * Must be received by SC DHEC no later than <b>2:30 PM EST</b>
<b>RFGA Number: FY2024-RFGA-DC-403</b>	

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

**Number of Copies to be Submitted: One (1) original and three (3) copies marked as “Copy.”**

The South Carolina Department of Health and Environmental Control (DHEC) offers this Request for Grant Applications (RFGA) for the funds administered by DHEC for the Centers for Disease Control and Prevention’s (CDC) “Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems” grant. Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives of the Community Violence Intervention and Prevention (CVIP) Program, State of South Carolina proviso 34.66, and Division of Injury and Substance Abuse Prevention (DISAP).

The use of these funds is subject to all federal and state requirements as outlined in the Scope of Work and any revisions to the requirements during the subaward agreement period. DHEC reserves the right to determine whether a proposal falls within the scope of services and is eligible under the stated guidelines. Applications are only accepted during the Request for Grant Applications period and will be evaluated by a panel consisting of DHEC staff and at least one representative from the community. The panel will evaluate the applications based upon the award criteria stated in the solicitation.

DHEC may reject any proposal from a nonresponsive 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. DHEC may base responsibility determinations on any available information, including information not contained in the applicant's submission.

The total dollar amount available under this RFGA is **\$200,000.00**.

**Eligibility:** Organizations which are eligible to apply for funds must have the following:

1. Applicant must be a non-profit or a community-based partnership that serves communities that are disproportionately impacted by violence. Applicant must have a documented history of providing Community Violence Intervention and Prevention programming. The programs/curricula must be evidence-informed or evidence-based as found in, but not limited to, the following materials: [CDC technical packages](#), [The Office of Juvenile Justice and Delinquency Prevention](#), [CrimeSolutions.gov](#), [Youth.gov](#), and the [National Gang Center](#).
2. The applicant will participate in a statewide Community Violence Intervention and Prevention group, meeting at frequencies determined by the group, to develop a statewide strategic plan.
3. The applicant must be able to make services available within 30 days of the start of the subaward agreement.
4. The applicant must have the infrastructure capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30-60 days after invoicing.
5. The applicant must submit a Certificate of Existence, also known as a Certificate of Good Standing, from the South Carolina Secretary of State. This certificate states that an entity is in good standing with the Secretary's Office and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the South Carolina Department of Revenue. The Certificate can be requested via <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
6. DHEC Subrecipients in a probationary status with DHEC are not eligible to apply for additional federal funding or funds derived from federal funds.
7. A Subrecipient terminated by DHEC must wait three (3) years before an application will be considered for funding from DHEC.
8. A completed pre-award risk assessment must be included with the application and will be reviewed by DHEC's Bureau of Financial Management and provided to the review panel evaluators for consideration in the award decisions (*Attachment III*).

**Risk Assessment:** As noted in the Code of Federal Regulations 2 CFR 200.331(b), DHEC as the passthrough entity of the federal grant awards is responsible for monitoring Subrecipients for compliance with all the requirements of the award and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

DHEC has adopted a best practice approach of performing pre-award risk assessments before applicants receive Federal subawards. The best practice is consistent with 2 CFR 205. The pre-award assessment (*Attachment III*) will be in the form of a questionnaire to be completed by the applicants/potential Subrecipients.

**How to Apply:** See the Request for Grant Applications (RFGA) for additional details regarding information to be included with your submission. A cover letter should be included and signed by authorized representative or other official organization personnel. Applicants must submit the required documents to either the mailing address or physical address listed above.

**Deadline:** The deadline for all applications is **August 8, 2023, by 2:30 PM EST.**

**Questions & Answers:** Questions will be accepted until **July 17, 2023, by 5:00 pm EST**. All questions must be submitted in writing to **Constance Lake** at [Lakec@dhec.sc.gov](mailto:Lakec@dhec.sc.gov). Responses will be posted by **July 24, 2023, by 5:00 PM EST**.

**Available Funding Date:** Funds for this funding opportunity have been awarded to DHEC by the Center for Disease Control.

Final selection of all successful applicants is anticipated to be made and notifications released on or before **September 19, 2023, by 5:00 pm EST**. Final awards are contingent upon available funds. Subawards will be executed to be effective when signed by the applicant and DHEC personnel. **October 31, 2023**, is the anticipated date for funds to be available.

A draft copy of the Federal Subaward Agreement is included in the RFGA.

**Budget Form for Community Violence Intervention and Prevention Evidence-Based Programs:** Each application must be accompanied by a budget template and narrative justification that the project can be carried out for the budget requested. If applicants are currently receiving funding (Federal, State or Private) from additional sources, a “Cost Allocation Methodology” must be included with the budget. A sample budget template is included (see *Attachment II*). Applications received without a budget proposal will be rejected and not considered by the review panel.

For more information about this Request for Grant Application process, please visit our website at [www.dhec.sc.gov](http://www.dhec.sc.gov).

All applicants must have a state vendor number to receive reimbursement from DHEC. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Applicants/Subrecipients must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>.)

**Additional Physical Address Information:**

Visitors arriving at 301 Gervais Street to deliver their application will notice that this is also the location of the State Museum. Do not enter using the main museum entrance. To enter SC DHEC, visitors are to proceed from the front of the building to the left side (canal side), following the signs to “Visitor Parking Garage.” Parking is available in the lower and upper deck of the two-level parking garage.

Adjacent to the first floor of the parking garage is a glass door with a SC DHEC logo. This entrance is always locked. Press the intercom button to request entrance into the building. The door will be opened by the DHEC receptionist. When you enter the building, you will be required to sign in. You will be escorted to the 4th floor receptionist for your application to be date/time stamped. If you have any issues with building access, please call DHEC’s procurement receptionist at (803) 898-3501.

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

**South Carolina Department of Health and Environmental Control  
Community Violence Intervention and Prevention 2023-24 Grant Year**

**REQUEST FOR GRANT APPLICATIONS (RFGA)**

**I. BACKGROUND**

The Federal Centers for Disease Control and Prevention “Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems” funding through the State of South Carolina is administered by the SC Department of Health and Environmental Control (DHEC), Division of Injury and Substance Use Prevention (DISAP). Per State of SC proviso 34.26a, SC DHEC shall establish and administer the Community Violence Intervention and Prevention Grant program to support, expand, and replicate evidence-informed violence intervention and prevention initiatives. Funds shall be awarded, on a competitive basis, to non-profit organizations and community-based partnerships that serve communities that are disproportionately impacted by violence.

The SC DHEC DISAP has aligned with the following Healthy People 2030 goals:

**Violence Prevention-General**

Reduce Homicides—IVP-09

**Adolescents**

Reduce gun carrying among adolescents—IVP 12

Reduce the rate of minors and young adults committing violent crimes—AH-10

**Injury Prevention**

Reduce firearm-related deaths—IVP-13

Reduce nonfatal physical assaults injuries—IVP-10

Reduce nonfatal firearm-related injuries—IVP-14

**II. SCOPE OF GRANT PROPOSAL**

The State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from applicants to serve as Subrecipients for funds administered by DHEC for the State of South Carolina from the Centers for Disease Control and Prevention “Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems” grant for the purposes of CVIP programming.

**A. PURPOSE**

The state of South Carolina (SC), South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from non-profit and community-based organizations who can document their capacity to implement evidence-informed and/or evidence-based programs which promote Community Based Violence Intervention and Prevention services for youth and young adults aged 10-35 in priority areas of the state. The organization must provide services in accordance with all provisions and requirements stated herein. The organization(s) must have the documented infrastructure capacity to operate on a cost reimbursement basis.

## **B. FUNDING**

Available Funding: The total dollar amount available under this RFGA totals **\$200,000.00**. The dollar amount awarded to the selected applicant(s) will be based on funding availability, the evaluation of applications, and other considerations described in the RFGA.

Estimated Range of Awards: The award floor is **\$10,000** and the award ceiling is **\$40,000** per year for three (3) years. Applicants must apply for the funding amount that is needed to carry out projects or provide services.

FUNDING FOR APPLICANTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL AND STATE FUNDS. Estimated award amounts may increase or decrease due to the amount and/or availability of funding at the time of the awards.

The CVIP subaward agreement will be awarded for a three (3) year project period, with the first fiscal year, December 1, 2023 through November 30, 2024, with annual renewals, depending on performance, availability of funds, and service priorities. Annual award amounts may increase or decrease.

Provision of services will be required to begin within thirty (30) days of the execution of a Subrecipient agreement.

FUNDING FOR THESE APPLICANTS ARE DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.

## **C. ELIGIBILITY**

Applications from all eligible organizations will be evaluated. To be eligible to apply for funds, the organizations must meet the following criteria:

1. An eligible applicant must be a non-profit organization or community-based partnership that serves communities that are disproportionately impacted by violence. An applicant must have a documented, established history of providing effective evidence-informed violence reduction initiatives.
2. The applicant must be able to make services available within 30 days of the start of the subaward agreement.
3. The applicant must have the infrastructure capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30-60 days after invoicing.
4. The applicant must submit a Certificate of Existence, also known as a Certificate of Good Standing, from the South Carolina Secretary of State. This certificate states that an entity is in good standing with the Secretary's Office and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the South Carolina Department of Revenue. The Certificate can be requested via <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>

5. DHEC Subrecipients in a probationary status with DHEC are not eligible to apply for additional federal funding or funds derived from federal funds.
6. A Subrecipient previously terminated by DHEC must wait three (3) years before an application will be considered for funding from DHEC.
7. A completed pre-award risk assessment must be included with the application and will be reviewed by DHEC's Bureau of Financial Management and provided to the review panel evaluators for consideration in the award decisions (*Attachment III*).

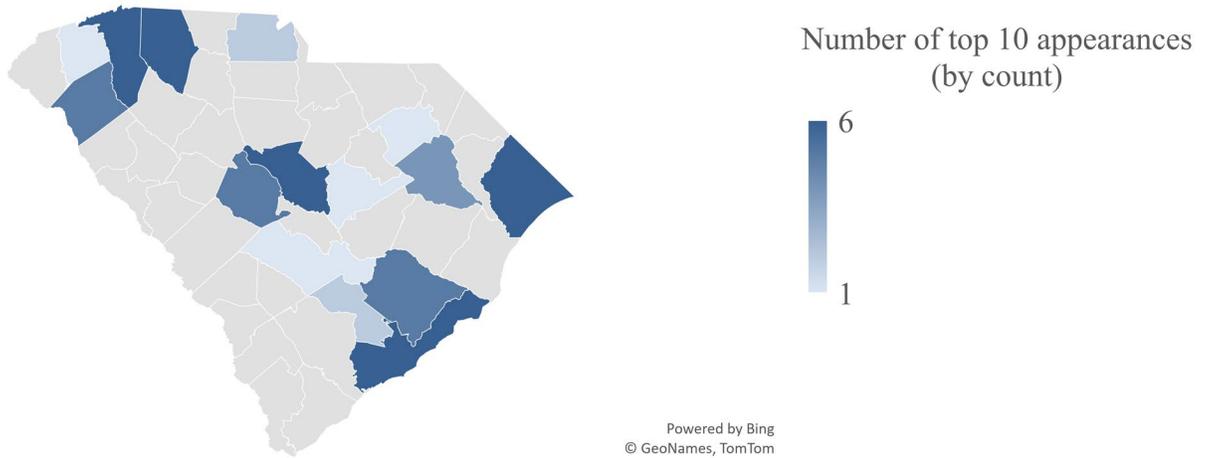
**D. PRIORITY SERVICE AREAS**

- a. Applicants that are applying for funds to provide Community Violence Intervention and Prevention evidence-based initiatives in the below service areas will be given **priority**, but all eligible applicants will be **considered**.
- b. The charts below reflect the counties that ranked in the Top 10 of Community Violence indicators (by count and rate) by the most number of appearances.
  - i. The indicators are as followed:
    1. Homicides
    2. Homicide by Firearm
    3. Non-fatal Assault Injuries Seen in ED
    4. Non-fatal by Firearm Injuries Seen in the ED
    5. Drug/Narcotic Offenses
    6. Weapon Law Violations

**Table A: Priority Target Service Areas for FY 2023 Community Violence Intervention and Prevention Programs (ranked by count)**

<b>Priority Area 1</b>	<b>Priority Area 2</b>	<b>Priority Area 3</b>	<b>Priority Area 4</b>	<b>Priority Area 5</b>	<b>Priority Area 6</b>
Counties with 6 of 6 indicators (count)	Counties with 5 of 6 indicators (count)	Counties with 4 of 6 indicators (count)	Counties with 3 of 6 indicators (count)	Counties with 2 of 6 indicators (count)	Counties with 1 of 6 indicators (count)
Horry Charleston Richland Greenville Spartanburg	Lexington Anderson Berkeley	Florence		Dorchester York	Pickens Sumter Darlington Orangeburg

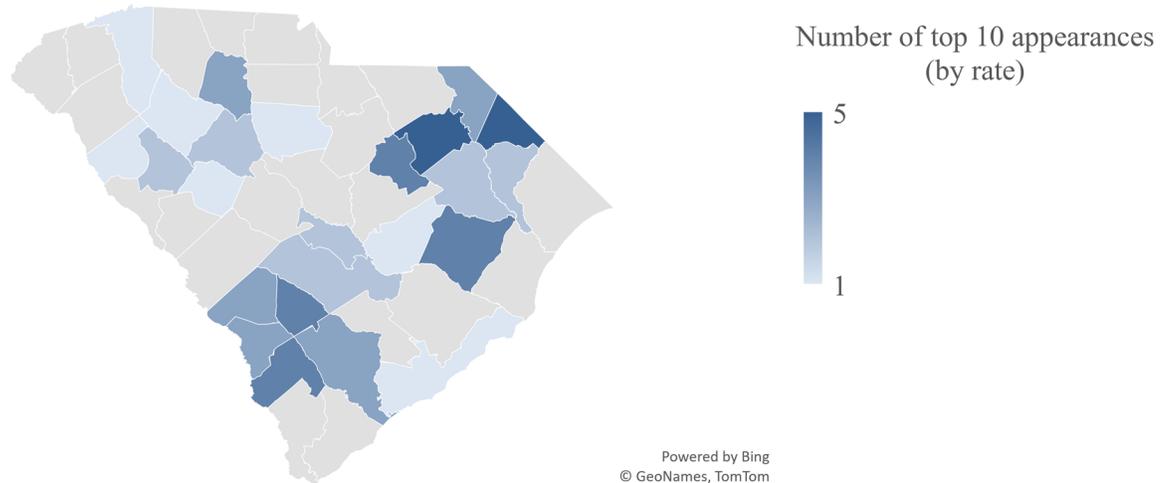
SC counties that ranked in the top 10 of community violence indicators (by count) by most number of appearances



**Table B: Priority Target Service Areas for FY 2023 Community Violence Intervention and Prevention Programs (ranked by rate)**

<b>Priority Area 1</b>	<b>Priority Area 2</b>	<b>Priority Area 3</b>	<b>Priority Area 4</b>	<b>Priority Area 5</b>	<b>Priority Area 6</b>
Counties with 6 of 6 indicators (rate)	Counties with 5 of 6 indicators (rate)	Counties with 4 of 6 indicators (rate)	Counties with 3 of 6 indicators (rate)	Counties with 2 of 6 indicators (rate)	Counties with 1 of 6 indicators (rate)
	Darlington Dillon	Williamsburg Bamberg Lee Hampton	Barnwell Allendale Colleton Marlboro Union	Calhoun Orangeburg Marion Florence Newberry Greenwood	Fairfield Clarendon Greenville Saluda Laurens Charleston Abbeville

SC counties that ranked in the top 10 of community violence indicators (by rate) by most number of appearances



### III. SCOPE OF WORK/SPECIFICATIONS

#### A. REQUIRED ACTIVITIES

The CVIP applicant awarded under this application shall:

1. Implement, expand, or enhance coordination between evidence-informed violence reduction initiatives including, but not limited to, hospital-based violence intervention, street outreach, and group violence intervention strategies that have demonstrated effectiveness at reducing homicides, gun violence, and group violence without contributing to mass incarceration.
2. Support the development and delivery of intervention-based strategies by entities that provide targeted services to individuals at risk of being victimized or engaging in violence to interrupt cycle of violence, reinjury and retaliation.
3. Support initiatives that primarily target a reduction of violence among individuals who have been identified as having the risk of perpetuating or being victimized by violence in the near future based on the best available medical and public health research.
4. Participate in the statewide CVIP planning group and participate in the strategic planning process.
5. Conduct program evaluation, in partnership with internal DISAP staff, to determine the effectiveness of funded programs.
6. Use relevant data and research to guide programmatic efforts.
7. Ensure that DHEC Subaward terms and conditions are followed during implementation of programs.

## **B. GRANT REQUIREMENTS**

1. Consult with DHEC DISAP Program in developing program/services and policies.
2. If the Subrecipient desires to enter into Federal Subaward agreements with other entities for the provision of services, the applicant must first gain written prior approval from DHEC's DISAP. The Federal Subaward agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent subaward agreement with DHEC. The Subrecipient is responsible for providing contractual oversight and monitoring to ensure entities receiving CVIP funds comply with all CDC, State of South Carolina, and DHEC contractual and reporting requirements as stated in this RFGA and the subaward agreement with DHEC. If approved, DHEC will establish a monitoring project in IDIS, as needed.
3. The provision of the Subaward is contingent upon any possible revision of State or Federal regulations and requirements governing CFDA No. 93.967, Centers for Disease Control and Prevention.

## **C. FUNDING RELATED GRANT REQUIREMENTS**

1. Administrative charges to the grant are limited to ten percent (10%) of the award.
2. Annual submission of a budget narrative is required (*see Attachment 2*).
3. No funds may be used to make cash payments to intended recipients of services.

## **D. GRANT REPORTING REQUIREMENTS**

The applicant shall ensure compliance with CDC reporting and monitoring requirements and provide programmatic, demographic, and financial reports and information as requested by the DISAP. The applicant shall submit the required reports in line with the DHEC-established timeline and by using DHEC reporting formats. An annual Reporting Calendar with specified reports, submission dates, and instructions, along with all required report templates, are posted on the website.

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

1. QUARTERLY FINANCIAL REPORTS: Quarterly Financial Reports identifying the amount of funds received and the amount expended for each category of services provided are required to be submitted to DHEC quarterly. Quarterly Financial Reports on the required templates are due 15 days after the end of each quarter.
2. QUARTERLY COMPLIANCE REPORTS: Review and respond to the Quarterly Compliance Reports sent from DHEC quarterly.
3. Communicate to DHEC's DISAP Program all location changes and key program contact changes, including email communication list serve contacts, as changes are made or at least quarterly with the Quarterly Compliance Report request.

4. Retain all records with respect to all matters covered by this agreement in accordance with the Subaward Term and Conditions.
5. Allow CDC and DHEC on-site for site visits and make records available upon request for financial, programmatic, and other topics, as required for monitoring purposes. Applicants must actively participate in all site visits or desk reviews, whether in-person or virtual, and submit documentation of follow-up on all Corrective Actions, as indicated until resolved.
6. Agree to make available to DHEC and CDC for inspection, all financial records to ensure proper accounting and dispersing of CVIP funds. These records may be monitored on an ongoing basis by DHEC and are subject to review by CDC.
7. Permit and cooperate with any State or Federal investigations undertaken, regarding programs conducted under CVIP.
8. Provide, upon request by CDC or DHEC, 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 DHEC'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 DHEC. Requested expenditures should align with the annual budget approved by DHEC. Invoices must be submitted using the required invoice templates for each funding source. Out-of-state travel, equipment, and gift cards/vouchers must receive DHEC approval prior to purchase.
  - b. **PROGRAM PROGRESS:** Progress in providing evidence-based Community Violence Intervention and Prevention programs and expending funds will be reviewed.

#### **E. GRANT ACCOUNTABILITY MEASURES**

The applicant awarded under this grant application will be expected to:

1. Participate in a state-level evaluation to coordinate efforts among grantees and monitor effectiveness of the overall Community Violence Intervention and Prevention program, by sharing of demographic and implementation data on a quarterly basis;
2. Ensure the confidentiality and data security of client-specific information;
3. Participate in site visits from DHEC, announced and unannounced; and
4. Attend required DHEC-sponsored trainings.

#### **F. GRANT BUDGET**

The initial grant fiscal year is from December 1, 2023 through November 30, 2024. DHEC will make fiscal year funds available to Subrecipients in designated counties to provide comprehensive evidence-based Community Violence Intervention and Prevention programming to people between the ages 10-35, who are at highest risk of perpetration or victimization of violent crime. The total annual dollar amount available will be dependent on federal funds made available. The grant will be awarded for a period of up to three (3) years.

Determination of award will be based on the merits of the proposed projects as put forth in the grant applications. Up to ten percent (10%) of the total grant may be used for administration. Any continuation of funding is contingent upon federal funds availability. Because federal funding levels may change from year-to-year, grant award amounts are subject to change annually.

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

Approximately **\$200,000.00** of federal fiscal year funds are anticipated to fund evidence-based Community Violence Intervention and Prevention programs to youth and young adults in designated areas, ages 10-35, who have the highest risk of perpetrating or being victimized by violence in the near future. *Final funding awards are contingent on DHEC's receipt of federal funding for this purpose.* Determination of award(s) will be based on the merits of the proposed projects as put forth in the grant applications and determined by a panel of evaluators. The award amount is dependent upon the number of awards given; the strength of the program description; the strength of the narrative justification for the funds; the documented history of success in providing the services being proposed; and the impact on priority geographical areas.

The Subaward (s) will be awarded for a period beginning when grant agreements are signed by both parties and ending October 20, 2026 (approximately 3 years later).

Organizations seeking fiscal support must develop a budget for approximately December 1, 2023-November 30, 2024, using the budget template (see *Attachment II*). The budget narrative must clearly explain how the funds will be used.

Funded organization(s) will request reimbursement for expenditures monthly, no later than the 15th of the following month. Final invoice for November 2024 will be due no later than 60 days after the last day of the month, to allow for closeout of the state fiscal year.

#### **IV. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA**

##### **NOTE: THE FOLLOWING INFORMATION MUST BE PROVIDED.**

To be considered for an award, all proposals must include, at a minimum, responses to the following information. Scoring points associated with each section are noted in parentheses. The proposal must contain all required information listed below, with exceptions noted for specific items. Applicants should restate each of the items listed below and provide their response immediately thereafter.

The applicant is to submit **ONE ORIGINAL AND THREE (3)** copies including, but not limited to, the following information for consideration and evaluation. All attachments should be labeled, referenced accordingly within the application, and placed at the end of the application.

DHEC reserves the right to request any information it deems necessary to make the final decision concerning the applicant's ability to provide the services requested herein before entering into a Subrecipient agreement. DHEC also reserves the right to require a pre-decisional site visit to review any requested information prior to making a final decision on funding.

**ALL INFORMATION SHOULD BE PRESENTED IN THE LISTED ORDER:**

**A. COVER LETTER:** Submit a cover letter including the following:

1. The service area(s) for which the applicant is applying for CVIP funds.
2. A statement that the applicant is willing to perform the services and comply with all requirements set out in the Request for Grant Application and sample Subaward Agreement if awarded.
3. A statement that the project(s) can be carried out for the estimated award.
4. The cover letter must be signed by a person having the authority to commit the applicant to a subaward agreement.
5. The name and email address of the person to which the notification of award should be sent.
6. Attach a completed Subaward Initiation Form and W-9, as needed for Subaward, if awarded.

**B. TABLE OF CONTENTS:** Provide a **one-page** table of contents document that includes all the items listed below.

1. CVIP Program Description
2. Organizational History, Experience and Qualifications
3. Community Collaborations
4. Needs Assessment
5. Reporting and Evaluation
6. CVIP Budget Narrative and Cost Allocation\*

\* A program budget narrative form must be submitted but will not be part of the scoring criteria for receipt of funding.

**C. PROGRAM DESCRIPTION (28 POINTS TOTAL)**

The applicant must clearly define the services they will provide and describe how they will be provided.

1. Identify the CVIP services the applicant will provide and the number of CVIP eligible constituents the applicant expects to serve annually with each CVIP evidence-based or evidence-informed service.
2. Describe the service delivery process for each CVIP service, including how the applicant plans to provide services and how the applicant will ensure proper and timely access to services.

3. Describe the staffing that will provide CVIP services and administer the subaward. Include position descriptions and biographical sketches (or resumes) of staff providing services and administering the subaward to include their phone numbers and email addresses. Position descriptions for all staff in the proposed CVIP budget must be included.
4. Describe the ability to begin provision of services within thirty (30) calendar days of grant execution.

**D. ORGANIZATIONAL HISTORY, EXPERIENCE AND QUALIFICATIONS (31 POINTS TOTAL)**

The applicant must demonstrate the proven ability to accomplish the tasks set forth in the Scope of Work.

1. Applicants must provide proof that they are a non-profit organization or community- based partnership.
2. Describe the applicant’s history, experience, and qualifications, providing evidence of the applicant’s ability to accomplish the items set forth in the Scope of Work and adhere to state and federal programmatic requirements.
3. Provide an organizational chart (a list is not an acceptable substitution) reflecting the applying organization’s governance, programs/services, and staffing.
4. The applicant must describe the experience the organization has in record keeping of when and how services are provided, evaluating services and marketing services to the target population. Provide a description of the organization’s ability to complete quarterly, fiscal, and programmatic progress reports.
5. Describe how the applicant will track program income, revenue, and expenditures.
6. Submit a Certificate of Existence, also known as a Certificate of Good Standing, from the Secretary of State. This certificate states that an entity is in good standing with the Secretary of State’s Office, and has, to the best of the Secretary of State’s knowledge, filed all required tax returns with the Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
7. List any lawsuits that have been filed against the applicant for all services related to the services that will be provided under this Community Violence Intervention and Prevention Program grant. Include the status and a background on the claim.
8. List of all offices and locations of the organization (including street addresses and telephone numbers).
9. List any grants a state or federal government entity awarded to the organization or to any parent, subsidiary, or affiliate of the organization in the past five years for community violence interventions and, for each, identify the grant (title, date, grant #), the awarding agency, the receiving organization, amount, and a contact with the awarding agency and describe the program outcomes, any supporting data, any compliance issues that arose in connection with the grant, and the resolution of the issues. “Affiliate “includes but is not

limited to any organization under partial or total common ownership or control with applicant organization.

**E. COMMUNITY COLLABORATIONS (15 POINTS TOTAL)**

1. List the agencies and community-based organizations with which your agency will collaborate. For each agency or organization, define its proposed scope of services, role in the region/area and record of services to Community Violence Intervention and Prevention programming.

**F. NEEDS ASSESSMENT (21 POINTS TOTAL)**

1. Describe your plan to identify the populations and subpopulations of individuals in the area to be served that are disproportionately affected by community violence and your plan to collect this information.
2. Describe the existing services and service needs or gaps within the areas to be served. Describe how the service needs or gaps will be filled with the applicant being allocated the Community Violence Prevention and Intervention program funding.
3. If available, submit the summary of the most recent Needs Assessment completed by the applicant. If not available, please submit your plan for conducting a Needs Assessment annually.

**G. REPORTING AND EVALUATION (5 POINTS TOTAL)**

1. Describe the system your organization will use to collect demographics, service provided data, and qualitative data to evaluate its success in responding to the identified needs and providing cost-effective services. Include the protocols and timelines for data collection.
  - i. DHEC evaluators will assist awarded grantees with their program evaluations during the award term.

**H. APPLICATION SUBMISSION**

Applicant shall submit a signed Cover Page and Application addressing all the above noted points. Application must include one (1) original and three (3) copies of:

- a. Signed Cover Letter
- b. Table of Contents
- c. Program Description
- d. Organizational History, Experience and Qualifications
- e. Community Collaborations
- f. Needs Assessment
- g. Reporting and Evaluation
- h. Budget Narrative Form

**ATTACHMENTS:**

Attachment I	Draft of Federal Subaward
Attachment I-A	Subaward Source of Funding
Attachment I-B	FFATA Data Checklist for Source of Funding
Attachment I-C	Overview of State of SC/DHEC Travel Reimbursement Policies
Attachment II	Budget Template

Attachment III  
Attachment IV  
Attachment V

Pre-Award Risk Assessment  
Program Guidelines  
Procedures for Dispute Resolution

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

**Insert the Subrecipient's Full Legal Name as specified on W-9/SCEIS**

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

**PURPOSE:**

This Subaward by and between the South Carolina Department of Health and Environmental Control (DHEC), Division of Injury, Violence, and Substance Use Prevention and Name of Subrecipient (Subrecipient), is to provide evidenced-based Community Violence Intervention and Prevention programming that reduce homicides, gun violence, and group violence among individuals who have been identified as having the highest risk of perpetration or victimization and as outlined in DHEC's Agency Funding Opportunity Number **FY2024-RFGA-DC-403** Request for Grant Applications.

**A. SCOPE OF SERVICES:**

The Subrecipient shall provide evidence-based Community Violence Intervention and Prevention programming in accordance with all requirements stated herein, as outlined in the RFGA and the Subrecipient's application response. The Subrecipient must receive prior DHEC approval of the targeted geographical locations in which the Subrecipient plans to provide services in order to ensure there shall be no duplication of effort of another Subrecipient. The Subrecipient shall begin implementation and monitoring of all aspects of its project and document progress made toward achievement of identified efforts, activities, deliverables, objectives and goals according to Subrecipient's work plan.

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

The current amount of funding per this subaward is **\$ 200,000.00** from the following sources:

*SOF1* "Community Violence Intervention and Prevention (CVIP) Program" **\$200,000.00**

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

In no event will the total amount to be paid under the subaward exceed **\$200,000.00** including travel without prior written approval from the DHEC Division of Procurement.

**C. PROJECT PERIOD:**

The project period for *SOF1* "Community Violence Intervention and Prevention (CVIP) Program" **BEGINS on December 1, 2023** and ends on **November 30, 2024**.

**D. PERIOD OF PERFORMANCE:**

This Subaward shall become effective on **December 1, 2023, or whenever all parties have signed** and ends on **November 30, 2024**.

The Subaward initial term shall be effective **whenever all parties have signed** and shall terminate on **November 30, 2024**. This Subaward is renewable for **two (2) additional one-year periods** contingent upon availability of funds. 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 Subaward 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 **November 30, 2026**. Only work done in accordance with the effective dates of the Subaward will be compensated.

**E. COMPENSATION:**

1. DHEC agrees to compensate the Subrecipient for the provision of services as described in the Scope of Services Section up to the amount of \$ \_\_\_\_\_.
2. In no event, will the total amount to be paid under this Subaward exceed \$ \_\_\_\_\_, inclusive of all expenses.
3. **Budget:** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this Subaward.
4. **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. DHEC retains title to all equipment purchased under this Subaward.
5. **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 DHEC.
6. **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 to the approved budget may be made without prior written approval from DHEC.

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

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

7. **Prohibited Items:** No Subaward funds may be used for the purchase of real property.

- 8. 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.

DHEC can provide a letter to Subrecipient stating that Subrecipient is performing work on behalf of DHEC under Subaward No. **subaward 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.

- 9. Interest:** No interest or late payment charges will be paid except as provided by S.C. Code Section 11-34-45, which provides Subrecipient's exclusive means of recovering any type of interest from DHEC. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DHEC 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.
- 10. Method of Payment:** 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 DHEC within fifteen (15) days after the end of each month. Please refer to the attachment "SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION" for details on invoice submission and supporting documentation.

Email requests for payment to the attention of program contact:

Attention: Constance Lake

Division of Injury and Substance Abuse

2100 Bull Street, Columbia, SC, 29201

[Lakec@dhec.sc.gov](mailto:Lakec@dhec.sc.gov)

**F. REPORTING REQUIREMENTS:**

**a. Annual Risk Assessment Survey**

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

**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, the Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to 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. DHEC maintains that responsibility.

**G. 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.

**H. ACCESS TO RECORDS:**

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

**I. 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

**J. TERMS AND CONDITIONS:**

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 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. MINORITY BUSINESS:**

To the extent Subrecipient must subcontract services or purchase materials for performance under this Subaward, Subrecipient must make positive efforts to use small and minority-owned businesses or individuals.

**2. SUBCONTRACTORS:** Subrecipient shall not subcontract any of the work or services covered by this Subaward without DHEC’s prior written approval.

**3. ASSIGNMENT:** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.

**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 three (3) 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 DHEC 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 DHEC 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 DHEC.

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

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

**6. TERMINATION:**

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

- 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, gender identity, sexual orientation, 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 DHEC.

Subrecipients that administer or provide DHEC 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 DHEC-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 affect 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 DHEC on its insurance policies as an additional insured and to provide DHEC 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. 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 DHEC to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Federal Subaward, 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 DHEC 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 DHEC or have any right or authority to bind DHEC to any agreement with a third party or to incur any obligation or liability on behalf of DHEC 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 and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims 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 DHEC regarding the Subaward is not a waiver by DHEC of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent DHEC'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, DHEC 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:**

**Name:**

**Address:**

**Telephone:**

**Phone:**

**Fax:**

**Email:**

**DHEC PROGRAM:**

Constance Lake

Community Violence Intervention and Prevention Program Manager

South Carolina Department of Health and Environmental Control

Bureau of Chronic Disease and Injury Prevention

2100 Bull Street

Columbia, SC 29201

Phone: (803) 898-2369

Email: [lakeC@dhec.sc.gov](mailto:lakeC@dhec.sc.gov)

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address 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 DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State subawards 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 DHEC upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
- 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:** DHEC does not waive any prior or subsequent breach of the terms of this Subaward by making payments on the Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.
- 23. PLACE OF SUBAWARDING:** 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:
- Source of Funding (SOF)
  - FFATA Checklist
  - Budget
  - Subaward Invoices and Supporting Documentation
  - DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
  - Risk Assessment
- 25. PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE:** DHEC has procedures and policies concerning the prevention and reporting of fraud, waste, and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, grantee or Subrecipient shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their

employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal subawards or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the Federal and State laws prohibiting false claims and DHEC's policies and procedures regarding false claims may be obtained from DHEC's Grant Compliance Director or Bureau of Business Management.

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

If Subrecipient or Subrecipient's agents, grantee or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-898-4869 or toll-free at 1-866-206-5202. Subrecipient is required to inform Subrecipient's employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal subawards or grants, or danger to public health or safety, in the predominant native language of the workforce.

**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 subaward 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 **Insert entity: Corporation, Limited Liability Company, or Other** duly organized, validly existing and in good standing under the laws of **Insert location** 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 Subaward 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 Subaward 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 DHEC take any action or make any statement, that suggests or implies that DHEC 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 DHEC Contracts Manager.
- 31. CONFLICT OF INTEREST:** Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). The Subrecipient must comply with conflict of interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to DHEC 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 Federal Subawards. 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 Federal Subaward. Subrecipient’s officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from Subrecipients or parties to subcontract. 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, 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. CONFIDENTIALITY:**

- (a) Subrecipient will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, 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 DHEC, or known or believed by Subrecipient or Subrecipient's employee or agent to be claimed as confidential or entitled to confidential treatment.
- (b) Subrecipient will not, unless required to perform its responsibilities under this Federal Subaward or required by law (as determined by a court or other governmental body with authority):
  - (i) access, view, use, or disclose confidential information without written authorization from DHEC;
  - (ii) discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
  - (iii) make any copy of confidential information or remove or transfer this information to any location or media.
- (c) Subrecipient will direct any request it receives for confidential information obtained through performance of services under this Federal Subaward, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Subrecipient discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Subrecipient must document the disclosure and make the documentation and authorization available for DHEC inspection and audit. If Subrecipient is a South Carolina public body subject to the Freedom of Information Act (FOIA), Subrecipient may disclose information to the extent required by FOIA without a court order, but will make reasonable efforts to consult with DHEC before any disclosure.
- (d) Subrecipient must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Subrecipient must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Federal Subaward and applicable law. DHEC may, in its discretion, require Subrecipient and Subrecipient's employees, agents, and subcontractors who will have access to confidential information by virtue of Subrecipient's

performance hereunder to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement, to protect information accessible to Subrecipient by its performance.

- (e) Subrecipient must immediately notify the DHEC Compliance Officer at 803-898-9269, 1-888-843-3718, or at [compliance@dhec.sc.gov](mailto:compliance@dhec.sc.gov); and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Federal Subaward. Subrecipient will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
- (f) Subrecipient's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Federal Subaward.

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

**34. SUBRECIPIENT AUDIT REQUIREMENTS:** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient 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:

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

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but

records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A Subrecipient is prohibited from charging the cost of an audit to federal awards if the Subrecipient expended less than \$750,000 from all sources of federal funding in the Subrecipient's fiscal year. If the Subrecipient expends less than \$750,000 in federal funding from all sources in the Subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control  
Director for the Bureau of Financial Management  
2600 Bull Street  
Columbia, SC 29201  
Email: [paradeko@dhec.sc.gov](mailto:paradeko@dhec.sc.gov)  
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 Subaward.

- 35. FFATA REPORTING:** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

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

1. *Data Universal Numbering System (DUNS) 9-digit number*
2. *Federal Subaward number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of Federal Subaward award*
6. *Date Federal Subaward was signed by both parties*
7. *Total Federal Subaward period*
8. *Physical location of primary place of performance*
  - a. *State*
  - b. *Population*
  - c. *City*
  - d. *Congressional District*
  - e. *County*
  - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

- 36. 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 DHEC raise reasonable concern regarding compliance with Federal Subaward conditions. Such engagements may not be paid for by DHEC pass-through funds.

### **37. LOBBYING:**

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

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

- 38. PROVIDER-PATIENT RELATIONSHIP:** DHEC does not, by virtue of entering into or performing this Federal Subaward, assume a provider-patient relationship with any person with whom DHEC does not otherwise have such a relationship. Persons receiving health care services from Subrecipient will be deemed Subrecipient's patients.
- 39. REVISIONS OF LAW:** The provisions of the Federal Subaward are subject to revision of State or federal statutes and regulations and requirements governing (Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems grant).
- 40. EQUIPMENT TITLE:** Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Federal Subaward shall vest in DHEC upon acquisition.
- 41. LICENSE/ACCREDITATION:** Subrecipient represents and warrants that Subrecipient and Subrecipient's employees and/or agents who will perform services under this Federal Subaward currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Federal Subaward, and Subrecipient has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Subrecipient and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Federal Subaward. Subrecipient will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Subrecipient or Subrecipient's employees or agents providing or performing services under this Federal Subaward.
- 42. HIPAA TRAINING:** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Federal Subaward, Subrecipient 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.) Subrecipient will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Federal Subaward. If this training has not been conducted, or documentation of training has not been provided, Subrecipient and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Federal Subaward.
- 43. INDEMNIFICATION:**  
"Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Federal Subaward, and to the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Subrecipient, in whole or in part, in the performance of services pursuant to this Federal Subaward. Further, Subrecipient shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Subrecipient's breach of this Federal Subaward, including any breach of confidentiality by a person to whom Subrecipient disclosed confidential information in violation of this Federal Subaward. Subrecipient shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of

DHEC. This indemnification shall include reasonable expenses including attorney's fees and expert witness fees incurred by defending such claims. DHEC shall provide timely written notice to Subrecipient of the assertion of the claims alleged to be covered under this clause. Subrecipient's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Federal Subaward.

**44. 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.

**K. GRANT SPECIFIC TERMS AND CONDITIONS:** There are no additional grant specific terms and conditions

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

SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND ENVIRONMENTAL  
CONTROL

SUBRECIPIENT

BY: \_\_\_\_\_  
Virginie G. Daguise, PhD, Director  
Bureau of Chronic Disease and Injury  
Prevention

BY: \_\_\_\_\_  
Name  
Title

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

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

MAILING ADDRESS:

MAILING ADDRESS:

Bureau Name

Bureau Address

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

REMITTANCE ADDRESS: (if different from  
mailing address)

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

UEI #: \_\_\_\_\_

**TYPE OF ENTITY (check one):**

- Corporation
- LLC
- Partnership
- Nonprofit organization
- Government agency or political subdivision -  
specify state if not SC: \_\_\_\_\_
- Other Governmental body (specify) \_\_\_\_\_
- Individual/sole proprietor
- Other (specify) \_\_\_\_\_

If a corporation, LLC, Partnership, nonprofit  
organization or other entity: \_\_\_\_\_

State of incorporation/organization:  
\_\_\_\_\_

Registered agent and address in South Carolina:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## ATTACHMENT I-A

SUBAWARD SOURCE OF FUNDING (SOF) # 1

(1) Subaward # \_\_\_\_\_ (2) Subaward Amendment # N/A

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

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

(5) Grant Award Title SC EQUIPS: Equity-Minded, Quality Driven, United in Community, Invested Service, Promote Retention and Support Sustainability

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

(8) Primary Grant Project Period Start Date \_\_\_\_\_ End Date \_\_\_\_\_

(9) Subaward Project Period Start Date \_\_\_\_\_ End Date \_\_\_\_\_

(10) Current Subaward Period of Performance Start Date \_\_\_\_\_ End Date \_\_\_\_\_

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

(12) Prior Periods Obligated \$ N/A (13) Obligated Total \$ \_\_\_\_\_

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

(15) Federal Award Project Description

This Federal Subaward Agreement by and between the South Carolina Department of Health and Environmental Control (DHEC), Division of Injury, Violence, and Substance Use Prevention and Name of Subrecipient (Subrecipient), is to provide evidenced-based Community Violence Intervention and Prevention programming that reduce homicides, gun violence, and group violence among individuals who have been identified as having the highest risk of perpetration or victimization and as outlined in DHEC's Agency Funding Opportunity Number **FY2024-RFGA-DC-403** Request for Grant Applications.

(16) Federal Awarding Agency \_\_\_\_\_

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

(18) CFDA # \_\_\_\_\_ (19) CFDA Title \_\_\_\_\_

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

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

(21) DHEC’s Federally Negotiated Rate at time of Grant Award 19.4 % **(NOT TO BE USED BY SUBRECIPIENT)**

(22) Subrecipient’s Indirect Cost: Federally Negotiated Rate\* \_\_\_\_\_ % \*\* Deminimis \_\_\_\_\_  
 No Indirect \_\_\_\_\_

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

\*\* A detailed breakdown of the various cost elements that constitute the MTDC must be submitted to DHEC prior to 1<sup>st</sup> payment

**(23) Passthrough Entity (DHEC) Contact Information**

NAME	ADDRESS	EMAIL	PHONE NUMBER
Kim Paradeses, Grant Compliance Director	2600 Bull Street Columbia, SC 29201-1708	pardeko@dhec.sc.gov	(803) 898-3390

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

Date \_\_\_\_\_

Prepared by \_\_\_\_\_  
 (DHEC Financial Management Signature)

Date \_\_\_\_\_

**ATTACHMENT I-B**

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

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

- (1) Subaward \_\_\_\_\_ 2) Subaward Amendment \_\_\_\_\_
- (3) CFDA # and Title 93.967 (4) CFDA Title CDC's Collaboration with Academia to Strengthen Public Health
- (5) Federal Awarding Agency Centers for Disease Control and Prevention
- (6) Grant Award Title SC EQUIPS: Equity-Minded, Quality Driven, United in Community, Invested in Service, Promote Retention and Support Sustainability
- (7) Grant Award Date 11/29/2022 (8) Federal Award Identification Number (FAIN) NE110E000041
- (9) Total Grant Award Amount \$ \_\_\_\_\_ (10) DHEC Unique Entity Identifier (EUI #) JNZSNC4MUMS7
- (11) DHEC Principal Place of Performance 2600 Bull Street, Columbia, SC 29201-1708
- (12) Federal Award Project Description

This Federal Subaward Agreement by and between the South Carolina Department of Health and Environmental Control (DHEC), Division of Injury, Violence, and Substance Use Prevention and Name of Subrecipient (Subrecipient), is to provide evidenced-based Community Violence Intervention and Prevention programming that reduce homicides, gun violence, and group violence among individuals who have been identified as having the highest risk of perpetration or victimization and as outlined in DHEC's Agency Funding Opportunity Number **FY2024-RFGA-DC-403** Request for Grant Applications.

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

- (13) **Subrecipient Name** \_\_\_\_\_
- (14) Subrecipient DBA Name \_\_\_\_\_
- (15) **Subrecipient Unique Entity Identifier (UEI #)** \_\_\_\_\_
- (16) **Subrecipient Address (include zip +4 digits)** \_\_\_\_\_
- (17) Subaward Date \_\_\_\_\_ (17) Subaward Amount (must be >=\$25,000) \$ \_\_\_\_\_
- (18) **Subaward Principal place of Performance** \_\_\_\_\_
- (19) **Subaward Area of Benefit (congressional districts)** \_\_\_\_\_
- (20) Subrecipient Parent Unique Entity Identifier (DUNS #) \_\_\_\_\_
- (21) Subrecipient Parent Unique Entity Identifier \_\_\_\_\_

## 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 Subawards, 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 Subawards, subcontracts, loans, grants, subgrants, and/or cooperative agreements?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer to question 1 and question 2 are both NO, this questionnaire is complete, otherwise continue to question 3.

(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/contractor as listed in the Subrecipient's System for Award Management profile, as applicable.

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

(26) Subrecipient Completed by (signature): \_\_\_\_\_

(27) Subrecipient Completed by (printed): \_\_\_\_\_

(28) Date: \_\_\_\_\_

## ATTACHMENT I-C



### 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, DHEC 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. DHEC 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 DHEC 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
- 2<sup>nd</sup> tier subawards
- Federal Subawards 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 "1<sup>st</sup> thru 16<sup>th</sup>" 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 1<sup>st</sup> and 16<sup>th</sup> = \$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 1<sup>st</sup> and 16<sup>th</sup> = \$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 DHEC.

### 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 DHEC.

### 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://www.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 DHEC 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

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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 capitalized)	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	<b>MTDC = 592,000</b>
		<b>Deminimis 10%</b>	<b>59,200</b>
*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, DHEC 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 DHEC. The return amount cannot be not 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 I-D

### Overview of State of SC/DHEC Travel Reimbursement Policies for Vendors & Subrecipients Updated July 2022

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

DHEC and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DHEC travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DHEC 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 DHEC 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 DHEC 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. DHEC 103 Manual Travel Expense Report.** A DHEC manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DHEC 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 DHEC supervisor involved with the vendor's project

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

**3. DHEC 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 DHEC-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	
	6/1/2022 TO 12/31/2022	1/1/2023 TO 12/31/2023
REGULAR MILES	\$0.625 per mile	\$0.655 per mile
REDUCED MILES	\$0.585 per mile	\$0.615 per mile

*\*Rate published by the Office of the Comptroller General. Rate may change annually on Jan 1.*

**MEALS.**

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DHEC related-business for DHEC to reimburse for meals.
- **DHEC 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 DHEC-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...
<b>Breakfast</b>	\$8.00	\$10.00	prior to 6:30 am	after 11:00 am*
<b>Lunch</b>	\$10.00	\$15.00	prior to 11:00 am	after 1:30 pm
<b>Dinner</b>	\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
<b>Maximum</b>	\$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 DHEC related-business for DHEC 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 to 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 DHEC 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, DHEC can pay that.
- Optional items can NOT be paid or reimbursed by DHEC.
- DHEC 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.
- DHEC 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 Federal Subaward. 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 nice to see it with the travel reimbursement, but again, the receipt is not required for these. 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,
  - portage (charge for carrying bags in/out of hotel-- NOT A TIP).

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## ATTACHMENT II

### Budget Template

<https://scdhec.gov/health/injury-violence-prevention/community-violence-intervention-prevention-cvip>

Budget Narrative for:						
						FEDERAL REQUEST
<b>A</b>		<b>Salaries and Wages</b>				<b>\$0</b>
		<b>Position Title and Name</b>	<b>Annual Salary</b>	<b>% Time</b>	<b>No. of Months</b>	<b>Amount</b>
1					12	
2					12	
3					12	
4					12	
					12	
1		Position Description from above position(s)				
2						
3						
4						
<b>B</b>		<b>Fringe Benefits</b>	<b>\$0</b>			
		Classified Salaries	\$ -	x	%	#VALUE!
<b>C</b>		<b>Consultant Costs</b>	<b>\$0</b>			
<b>D</b>		<b>Equipment</b>	<b>\$0</b>			
<b>E</b>		<b>Supplies</b>	<b>\$0</b>			
1						\$0
2						\$0
3						\$0
4						\$0

5							\$0
1							
2							
3							
4							
5							
F		<b>Travel</b>					<b>\$0</b>
		<b>In-State Travel</b>					<b>\$0</b>
		<b>Number Trips</b>	<b>Number of People</b>	<b>Number of Miles</b>	<b>Cost per Mile</b>		<b>Amount Requested</b>
1		5					
		<b>Per Diem/Lodging</b>	<b>Number of People</b>	<b>Number of Units</b>	<b>Unit Cost</b>		<b>Amount Requested</b>
1		Per Diem					
1		Lodging					
1							
		<b>Out of State Travel</b>					<b>\$0</b>
		<b>Number Trips</b>	<b>Number of People</b>	<b>Flight or Miles</b>	<b>Cost Per Mile</b>		<b>Amount Requested</b>
1		2					\$0
		<b>Per Diem/Lodging</b>	<b>Number of People</b>	<b>Number of Units</b>	<b>Unit Cost</b>		<b>Amount Requested</b>
1		Per Diem					
1		Lodging					
1							
G		<b>Other Categories</b>					<b>#REF!</b>
		<b>Item Requested</b>	<b>Total Salary and Wages</b>		<b>Percentage Base</b>		<b>Amount Requested</b>
			\$0		%		\$0
H		<b>Contractual Costs</b>					<b>#VALUE!</b>
		<b>Name of Contract:</b>					

	Method of Selection: Scope of Work:	Period of Performance:				
	Method of Accountability:					
	Itemed budget and justification:					
						!
	<b>Total Direct Cost</b>					<b>#VALUE!</b>
	Salaries and Wages					0
	Fringe					#VALUE!
	Consultant Costs					0
	Equipment					0
	Supplies					0
	Travel					0
	Other					0
	Contractual					#VALUE!
	<b>Total Indirect Costs</b>	\$	-	x	%	<b>#VALUE!</b>
	<b>Total CVIP FEDERAL REQUEST</b>					<b>#VALUE!</b>

## ATTACHMENT III

### PRE-AWARD RISK ASSESSMENT

[https://scdhec.gov/sites/default/files/media/document/Pre-Award\\_Risk\\_Assessment\\_CVIP.pdf](https://scdhec.gov/sites/default/files/media/document/Pre-Award_Risk_Assessment_CVIP.pdf)

#### SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL SUBRECIPIENT RISK ASSESSMENT and SINGLE AUDIT VERIFICATION SURVEY FY2023

**DATE:**

**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 Subrecipient 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 experienced turnover? (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 Federal Subawards?  
 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+, LinkedIn, Tumblr?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
(a) If yes, please provide the appropriate URL or other access/navigation information.

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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:

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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: \_\_\_\_\_

Please return completed document to the address below or email to [GrantsMgt@dhec.sc.gov](mailto:GrantsMgt@dhec.sc.gov)  
SC Department of Health and Environmental Control  
Bureau of Financial Management  
ATTN: Grant Compliance Division  
2600 Bull Street  
Columbia, SC 29201

## ATTACHMENT IV

### PROGRAM GUIDELINES

[https://scdhec.gov/sites/default/files/media/document/Program\\_Guidelines-Proviso\\_CVIP.pdf](https://scdhec.gov/sites/default/files/media/document/Program_Guidelines-Proviso_CVIP.pdf)

11/23/22, 9:22 AM

South Carolina Legislature Online Amendment History

Rep. J.L. JOHNSON proposes the following Amendment No. to H.5150 as introduced by Ways & Means

(Doc Name COUNCIL\DG\5150C020.NBD.DG22.DOCX):

#### EXPLANATION:

Amend the bill, as and if amended, Part IB, Section 34, DEPARTMENT OF HEALTH & ENVIRONMENTAL CONTROL, by adding an appropriately numbered paragraph to read:

/ (DHEC: Community Violence Intervention and Prevention) (A) In the current fiscal year and from the funds appropriated DHEC, the department shall expend up to \$200,000 to established the Community Violence Intervention and Prevention program.

(B) The program shall:

- (1) establish, solicit, advertise, and administer the Community Violence Intervention and Prevention Grant Program to support, expand, and replicate evidence -informed violence intervention and prevention initiatives;
- (2) conduct program evaluations, in partnership with internal program staff, external stakeholders, and federal Subrecipients with evaluation expertise, to determine the effectiveness of funded programs;
- (3) develop data collection policies for funded programs and procedures for distributing that data to relevant state and academic researchers to aid research and analysis of community violence, health, economic development, and other metrics over time;
- (4) provide technical assistance to funded violence intervention programs to implement national best practices and state data collection requirements; and
- (5) collaborate and coordinate with other state agencies, including the South Carolina Attorney General's Crime Victim Services Division, to identify and apply for federal grants and other funding.

(C) The Community Violence Intervention and Prevention program shall award funds on a competitive basis to nonprofit organizations and community-based partnerships that serve communities that are disproportionately impacted by violence to support, expand, and replicate effective, evidence-informed violence reduction initiatives. The grants must be used to:

- (1) implement, expand, or enhance coordination between evidence -informed violence reduction initiatives including, but not limited to hospital-based violence intervention, street outreach, and group violence

intervention strategies that have demonstrated effectiveness at reducing homicides, gun violence, and group violence without contributing to mass incarceration;

- (2) support the development and delivery of intervention -based strategies by entities that provide targeted services to individuals at risk of being victimized or engaging in violence to interrupt cycles of violence, reinjury, and retaliation; and
  - (3) support initiatives that primarily target a reduction of violence among individuals who have been identified as having the highest risk of perpetrating or being victimized by violence in the near future based on the best available medical and public health research.
- (D) In awarding grants, the program shall prioritize applicants operating in areas disproportionately affected by firearm violence and whose proposals demonstrate the greatest likelihood of reducing homicides, gun violence, and group violence without contributing to mass incarceration. The division shall not require grant recipients to participate in the policing, enforcement, or prosecution of any crime as a condition of receiving a grant. /

Amend totals and titles to conform.

## ATTACHMENT V

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

B. **Award to an Applicant.** A requestor with a dispute regarding the 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 DHEC'S EVALUATION OF A SUBRECIPIENT'S EXPENDITURES IN THE POST-AWARD PHASE

- A. **Applicability.** These procedures shall apply to controversies between DHEC and a Subrecipient when the Subrecipient disagrees with DHEC's evaluation of an expenditure by the Subrecipient as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, the Program Area Director will email or fax the Subrecipient 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**

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SCDHEC  
2100 Bull Street  
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Phone: (803) 898-2369  
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### **Program Area Director**

Emma Kennedy  
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