

**South Carolina Department of Health and Environmental Control  
Housing Opportunities for Persons with AIDS (HOPWA)  
FACILITY-BASED HOUSING ASSISTANT (FBHA)  
2024-2025 Grant Year**

**REQUEST FOR GRANT APPLICATIONS (RFGA)**

**CFDA Number: 14.241**

**Posting Date: November 14, 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>Must be received in the SC DHEC Public Health Contracts Office no later than January 16, 2024 - By 2:30 PM EST</b>
<b>RFGA Number:</b> FY2024-RFGA- HV-405	

<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 four (4) bound, hard copies marked as "Copy".**  
**Email Submission: [RFGA@dhec.sc.gov](mailto:RFGA@dhec.sc.gov)**

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 State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) Program under a grant Disbursement Program. Applications that support the activities, objectives, and goals of the HOPWA Program as required by HUD and the DHEC Public Health, STD/HIV/Viral Hepatitis Division will be considered. Funds may not be used for any other purpose. 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 DHEC evaluators based on award criteria stated in the solicitation.

It is the intent of the State of South Carolina DHEC to accept applications to fund Project Sponsor(s) to fund Facility-Based Housing Assistance (FBHA) for costs to operate a supportive housing facility serving low-income persons with HIV in South Carolina.

The Project Sponsors shall use federal HOPWA funds administered by DHEC, to provide services to eligible persons in accordance with the requirements of applicable HUD regulations 24 CFR part 574 – [eCFR :: 24 CFR Part 574 -- Housing Opportunities for Persons with AIDS](#) and in the same or substantially similar manner as detailed in DHEC’s Action Plan submitted annually to HUD through the South Carolina Department of Commerce [Consolidated Plan – SC CDBG \(cdbgsc.com\)](#) and follow the S.C. Service Provider HOPWA Guidelines ([https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines\\_rev%20020422.pdf](https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines_rev%20020422.pdf)), including any revisions made during the Subaward project period.

The anticipated annual award, based on the anticipated available grant year funding, is \$200,000.

ESTIMATE ONLY: FUNDING FOR PROJECT SPONSORS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS. Estimated award amounts may increase or decrease due to the amount and/or availability of funding at the time of the awards.

The HOPWA subaward agreement will be awarded for a maximum five (5) year project period, with the first one-year term April 1, 2024, through March 31, 2025, with annual renewals, depending on performance, availability of funds, and service priorities. Annual award amounts may increase or decrease.

**Eligibility:** Organizations that are eligible to apply for funds **must** comply with the following:

1. The applicant must have at least three (3) years of documented, established history (within the past three (3) years) of providing quality HOPWA-eligible FBHA services to HOPWA-eligible persons as outlined in the attached RFGA, Section III, Scope of Work.
2. The applicant must be physically located in the state of South Carolina.
3. The applicant must be able to make services available within 30 days of the start of the SubAward Agreement.
4. The applicant must agree to provide services to eligible persons living with HIV disease residing in a county served by the state HOPWA program and/or statewide.
5. The applicant must have the infrastructure capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30 to 60 days after invoicing.
6. 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>
7. Applications must submit a Letter of Support from the local government jurisdiction in which the supportive housing facility will be located. The Letter should state the jurisdiction’s support for the applicant to operate a HOPWA supportive housing facility within the jurisdiction [24

CFR 574.420(b)]. Applications received without a Letter of Support will be rejected and not reviewed by the review panel.

8. DHEC subrecipients in a probationary status with DHEC are not eligible to apply for additional federal funding or funds derived from federal funds.
9. A subrecipient previously terminated by DHEC must wait three (3) years before an application will be considered for funding from DHEC.
10. 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 to be included in the award decisions. (*Attachment 1*).

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

Pre-award - DHEC has adopted a best practice approach of performing pre-award risk assessments before applicants receive Federal subawards. This best practice is consistent with 2 CFR 205. The pre-award risk assessment (*Attachment 1*) will be in the form of a questionnaire to be completed by the applicants/potential subrecipients.

**Applicants should refer to Section IV: Information for Applicants to Submit/Scoring Criteria, under Item A - Eligibility Determination to review eligibility documentation and submission requirements.**

**If the applicant is deemed eligible to apply based on the requirements above and in Section IV, the applicant must also be able to fulfill the Scope of Work in Section III.**

**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 a person having the authority to commit the applicant to a subrecipient agreement with DHEC. Eligible applicants must submit the required documents to either the mailing address or physical address listed above.

**Deadline:** The deadline for all applications is **January 16, 2024**, by 2:30 P.M. EST.

**Questions & Answers:** Questions will be accepted until 5:00 P.M. EST, November 17, 2023. All questions must be submitted in writing to Casondra Hamilton at hamiltc@dhec.sc.gov. Responses will be posted by November 22, 2023, at 5:00 PM EST.

**Available Funding Date:** Contingent upon available funds, anticipated to be awarded by HUD no later than **April 1, 2024**.

**SubAward Agreement:** A draft copy of the subrecipient agreement is included in the RFGA (*Attachment 6*).

For more information about this Request for Grant Application process, please visit our website at <https://scdhec.gov/health-professionals/clinical-guidance-resources/hiv-aids-std-resources/prevention>.

You 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. You must keep your 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 <https://scbos.sc.gov/>).

**Additional Physical Address Information:**

Visitors arriving at 301 Gervais Street will notice that this is also the location of the State Museum. Do not enter using the main museum entrance. To enter 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 on the lower and upper decks of the two-level parking garage.

Adjacent to the first floor of the parking garage is a glass door with a DHEC logo. This entrance is locked at all times. 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 4<sup>th</sup> floor receptionist for your applications 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  
Housing Opportunities for Persons with AIDS (HOPWA)  
FACILITY-BASED HOUSING ASSISTANT (FBHA)  
2024-2025 Grant Year**

**REQUEST FOR GRANT APPLICATIONS (RFGA)**

**I. BACKGROUND**

The Federal U.S. Department of Housing and Urban Development (HUD) “Housing Opportunities for Persons with AIDS” (HOPWA) Program funding for the State of South Carolina is administered by the SC Department of Health and Environmental Control (DHEC), Division of STD, HIV, and Viral Hepatitis. The State of South Carolina HOPWA program serves all areas of South Carolina with the exception of the Columbia, Greenville, and Charleston Eligible Metropolitan Areas (EMAs) which receive HOPWA funding directly from HUD and Aiken, Chester, Lancaster, and York counties which are part of neighboring states’ EMAs. The Catalog of Federal Domestic Assistance program number for HOPWA is 14.241

The SC HOPWA Program has aligned with the following national and state HIV plans and strategies:

**The United States National HIV/AIDS Strategy (NHAS), Updated to 2022-2025**

[https://files.hiv.gov/s3fs-public/2022-09/NHAS\\_Federal\\_Implementation\\_Plan.pdf](https://files.hiv.gov/s3fs-public/2022-09/NHAS_Federal_Implementation_Plan.pdf)

**The National Strategic Plan: A Roadmap to End the Epidemic for the United States: 2021-2025**

<https://files.hiv.gov/s3fs-public/HIV-National-Strategic-Plan-2021-2025.pdf>

**Ending the HIV Epidemic: A Plan for America**

<https://www.cdc.gov/endhiv/docs/ending-HIV-epidemic-overview-508.pdf>

**S.C. DHEC’s HIV/AIDS Strategy, 2022-2026**

[South Carolina HIV/AIDS Strategy 2022-2026 \(scdhec.gov\)](https://www.scdhec.gov/Portals/0/Files/HIV/AIDS%20Strategy%202022-2026.pdf)

**S.C. DHEC’s Ending the HIV Epidemic (EHE) Plan**

[SC-Ending-HIV-Epidemic-Plan-2021-2025\\_FINAL.pdf \(scdhec.gov\)](https://www.scdhec.gov/Portals/0/Files/Ending%20the%20HIV%20Epidemic%20Plan%202021-2025_FINAL.pdf)

**II. SCOPE OF PROPOSAL**

The State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from organizations to serve as Project Sponsor(s) for funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) “Housing Opportunities for Persons with AIDS” (HOPWA) Program. Project Sponsors will be awarded funds to provide operating costs for a supportive

housing facility (Facility-Based Housing Assistance FBHA) to support low-income persons with HIV living in South Carolina. Low-income is defined as households at or below 80% of the Area Median Income (AMI).

### **(A) PURPOSE**

Federal funds available through this request for applications are to be used to provide the following: operating costs for a supportive housing facility for low-income persons with HIV disease who are homeless or who are at risk of becoming homeless. FBHA, supported with SC DHEC HOPWA funds, must be available to eligible persons living with HIV disease from *all* counties of South Carolina.

Services must be provided in accordance with the requirements of applicable HUD regulations (24 CFR part 574 – [eCFR :: 24 CFR Part 574 -- Housing Opportunities for Persons with AIDS](#)). The Project Sponsor must provide services in the same or substantially similar manner as detailed in DHEC’s Action Plan submitted annually to HUD through the South Carolina Department of Commerce [Consolidated Plan – SC CDBG \(cdbgsc.com\)](#) and follow the S.C. Service Provider HOPWA Guidelines ([https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines\\_rev%20020422.pdf](https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines_rev%20020422.pdf)), including any revisions made during the Subaward project period.

### **(B) FUNDING**

The anticipated annual award, based on the anticipated available grant year funding, is \$200,000.

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The HOPWA subaward agreement will be awarded for a maximum five (5) year project period, with the first one-year term April 1, 2024, through March 31, 2025, with annual renewals, depending on performance, availability of funds, and service priorities. Annual award amounts may increase or decrease.

### **(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. The applicant must have at least three (3) years of documented, established history (within the past three (3) years) of providing quality HOPWA-eligible FBHA services as outlined in the attached RFGA, Section III, Scope of Work.
2. The applicant must be physically located in the state of South Carolina.
3. The applicant must agree to provide services to People with HIV (PWH) residing in a county served by the state HOPWA program and/or statewide.

4. The applicant must be able to make services available within 30 days of the effective date of the Subaward Agreement.
5. The applicant must have the infrastructure capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30 to 60 days after invoicing.
6. 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>
7. DHEC subrecipients in a probationary status with DHEC are not eligible to apply for additional federal funding or funds derived from federal funds.
8. A subrecipient previously terminated by DHEC must wait three (3) years before an application will be considered for funding from DHEC.
9. 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 to be included in the award decisions. (*Attachment 1*).

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

Pre-award - DHEC has adopted a best practice approach of performing pre-award risk assessments before applicants receive Federal subawards. This best practice is consistent with 2 CFR 200.206 The pre-award risk assessment (*Attachment 1*) will be in the form of a questionnaire to be completed by the applicants/potential subrecipients.

Post-award - The post-award frequency of future monitoring will be determined by the identification of any risk factors which would indicate a need for increased monitoring. Actual subrecipient performance will be monitored on an ongoing basis. In addition, a risk assessment survey like the one used in the RFGA process will be mailed to each subrecipient on an annual basis.

Methods for evaluating risk and ensuring compliance may include, but are not limited to:

1. Risk assessment surveys
2. Desk audits of documentation
3. Reviewing the actions taken by the subrecipients to ensure obligations of the subrecipient agreement are being met
4. Interviews with the subrecipients, their clients, and program staff
5. Reviewing financial stability (financial statements)

6. Assessing the quality of management systems and ability to meet the management standards prescribed in 2 CFR 200
7. Reviewing the prior history of the subrecipient's performance in managing Federal awards
8. Reviewing findings from audits

### **III. SCOPE OF WORK**

#### **A. REQUIRED ACTIVITIES**

The HOPWA Project Sponsor awarded under this application shall:

1. Apply awarded HOPWA funding to operating expenses associated with a supportive housing facility for low-income persons with HIV.
2. Operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR Part 574 – [eCFR :: 24 CFR Part 574 -- Housing Opportunities for Persons with AIDS](#)).
3. Provide services in the same or substantially similar manner as detailed in DHEC's Action Plan submitted annually to HUD through the South Carolina Department of Commerce [Consolidated Plan – SC CDBG \(cdbgsc.com\)](#).
4. Follow the South Carolina Service Provider HOPWA Guidelines ([https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines\\_rev%20020422.pdf](https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines_rev%20020422.pdf)), including any revisions made during the Subaward project period.
5. Screen all clients for eligibility into the HOPWA FBHA Program. Ensure that case managers who are employed by the Project Sponsor are responsible for determining a participant's eligibility for HOPWA-funded services (as defined in 24 CFR Part 574.3).
6. Provide facility-based housing participants with appropriate case management supportive services, either through HOPWA or other funds.
7. Ensure that case managers develop and implement a coordinated plan of care, an Individualized Action Plan with a housing element, and attempt to secure permanent housing for clients. This includes assisting clients, as applicable, in applying for disability, public housing assistance such as Section 8 subsidies, the DHEC-sponsored, statewide Tenant Based Rental Assistance program, and housing at community residential care facilities and/or long-term care facilities.
8. Ensure that no fees except rent are charged to eligible clients for activities carried under this subaward agreement.

#### **B. SUBAWARD REQUIREMENTS**



The HOPWA Project Sponsor awarded under this application shall:

1. Consult with the DHEC STD/HIV/Viral Hepatitis Program in developing programs/services and policies in order to ensure compliance with HUD regulations.
2. Use *Provide Enterprise* (PE) for tracking and reporting all HOPWA program funded services. Must have a protocol for ensuring accuracy and timeliness of documentation into *PE* for services provided. Must adhere to all updates to *PE* made during the subaward project period. DHEC will provide the required *PE* licenses for HOPWA-funded staff.
3. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Financial Management Online Training by at least one of its employees. The certificate of completion must be updated at least every three years. <https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-management-online-training/>)
4. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the Getting to Work curriculum by at least one of its employees. The certificate of completion must be updated at least every three years. <https://www.hudexchange.info/trainings/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>
5. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Oversight training curriculum by at least one of its employees. The certificate of completion must be updated at least every three years. <https://www.hudexchange.info/trainings/hopwa-oversight-training/>
6. Have a grievance policy for the HOPWA Program. The grievance policy must be in writing and shared with HOPWA clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to denial of services or a complaint about services received which is unresolved at the Project Sponsor level may be reported by the client to DHEC's STD/HIV Division by calling 800-856-9954 between the hours of 8:30AM-5:00PM Monday through Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain confidential, unless the client specifically requests that DHEC follow-up with the Project Sponsor, and there shall be no reprisal towards the client when grievances are made.
7. Develop an agency HOPWA Service Standard. The standard should include at a minimum HOPWA eligibility, household member definition, process for approval/denial of services, service provision process, participant housing needs assessment, and year-end process (continuation/termination of enrollment in HOPWA). The standard should function to ensure that all clients at the agency are offered the same fundamental components of a service and establish the minimum level of service of care that the HOPWA provider offers.
8. If the Project Sponsor desires to enter into contractual agreements with other entities for the provision of services, the Project Sponsor must first gain written prior approval

from DHEC's STD/HIV/Viral Hepatitis Division. The contractual agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent SubAward Agreement with DHEC. The Project Sponsor is responsible for providing contractual oversight and monitoring to ensure entities receiving HOPWA Program funds are in compliance with all HUD and DHEC contractual and reporting requirements as stated in this RFGA and the SubAward Agreement with DHEC. If approved, DHEC will establish a monitoring profile in IDIS, as needed.

9. Participate in quality initiatives adopted by DHEC for services funded by HOPWA or derived from the HOPWA Program.
10. The provisions of the Subaward are contingent upon any possible revision of State or Federal regulations and requirements governing CFDA No. 14.241, Department of Housing and Urban Development, Grant Title "Housing Opportunities for Persons with AIDS (HOPWA) Program," effective April 1, 2024, to March 31, 2025, and each year thereafter to March 31, 2029 contingent upon final subaward for each year.
11. Develop a Continuity of Operations Plan which: identifies systems or processes that might be vulnerable in an emergency situation; and addresses hazards that pose the greatest risks to the organization, mission critical employees, and functions and resources that are necessary to deliver services to clients. Ensure the plan includes a system in place to protect records, assets, data, equipment, and facilities, including a plan for data backup and storage in secure locations.
12. Be responsible for all matters pertaining to applicable HIPAA, data security, and confidentiality, including references in the subrecipient agreement.
13. The Project Sponsor must: (a) adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action* (Atlanta, GA: U.S. DHHS, CDC; 2011) (<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>) including any amendments; (b) submit annually a certification of compliance in the form attached (*Attachment 2*) ensuring compliance with the standards; and (c) ensure that staff members and contractors with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.
14. Adhere to the Subrecipient Representation and Conduct: Code of Conduct working with DHEC as a subrecipient (*Attachment 3*).

**C. SUBAWARD REPORTING & MONITORING REQUIREMENTS (FINANCIAL AND PROGRAMMATIC MONITORING)**

The Project Sponsor shall ensure compliance with HUD reporting and monitoring requirements and provide programmatic, demographic, and financial reports and information as requested by DHEC. The Subrecipient 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: <https://scdhec.gov/hopwa-technical-assistance-service-providers>

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

1. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER): A CAPER is required annually for the grant year April 1<sup>st</sup> through March 31<sup>st</sup>. Reports are due to DHEC by April 30<sup>th</sup> of each year. Reporting forms are provided by DHEC and HUD.

The report includes demographic information for individuals and families assisted with HOPWA funds, actions taken to further fair housing, administrative costs charged to the program, and costs for emergency housing assistance and supportive services, including staffing costs. Additionally, the report includes the annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness, and improving access to healthcare and other support.

Review ALL Quality Assurance Reports and resolve errors prior to sending reports to DHEC. For reports submitted to DHEC, indicating services to ineligible clients, DHEC will require proof of eligibility prior to resubmission of HOPWA reports.

2. 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.
3. QUARTERLY COMPLIANCE REPORTS: Review and respond to the Quarterly Compliance Reports, which serves as a communication and contractual compliance monitoring tool, sent from DHEC quarterly.
4. Communicate to DHEC's HOPWA 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.
5. Retain all records with respect to all matters covered by this agreement in accordance with the Subaward Term and Conditions.
6. Allow HUD and DHEC on-site for site visits and make records available upon request for financial, programmatic, and other topics, as required for monitoring purposes. Project Sponsors 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.

7. Agree to make available to DHEC and HUD for inspection financial records to ensure proper accounting and dispersing of HOPWA funds. These records will be monitored on an ongoing basis by DHEC and are subject to review by HUD.
8. Permit and cooperate with any State or Federal investigations undertaken, regarding programs conducted under HOPWA.
9. Provide, upon request by HUD 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 FBHA services and expending funds.
10. DHEC will monitor the following areas:
  - a. **BENEFICIARIES:** Review client files to determine whether clients are eligible for HOPWA-FBHA services. The review will include policies and procedures regarding intake of program participants, assessing/reassessing their needs, the extent to which the program helps clients live more independently, rental payment calculations, fair market rent standards, procedures to ensure that clients are being assisted, and documentation of resident length of stay, turnover and reasons for leaving.
  - b. Conduct an assessment of the housing assistance and supportive services required for participants in the program. Review the provision of supportive services to participants and ensure that case management is offered to each participant. Ensure that each participant has a current Case Management Individualized Action Plan. The Project Sponsor must also comply with HUD reporting requirements as listed in the Annual Performance Report.

**D. FUNDING-RELATED SUBAWARD REQUIREMENTS**

HOPWA Project Sponsors awarded under this application shall:

1. Submit annually at the beginning of each grant year a Budget Narrative and Cost Allocation Plan (BNCAP), including planned expenditure details on personnel (including each funded staff by name, title, salary, and a brief description of job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel

is within the state and GSA allowed rates), contractual, other, and administration (administration expenditures must be itemized). The BNCAP should include clear descriptions of the use of the funds. The weblink to the Budget Narrative and Cost Allocation Template can be found in *Attachment 4*.

2. Submit annually at the beginning of each grant year an organizational chart including all HOPWA Program funded staff.
3. Submit annually at the beginning of each grant year position descriptions for all staff whose positions will be fully or partially supported with HOPWA Program funding. Submitted position descriptions must include the following information: subrecipient name, employee name, position title, position classification, employee annual salary, funding allocation (totaling 100%), and job duties. The Budget Narrative and Cost Allocation Plan (BNCAP) includes all of these elements except the job duties. To meet the requirement, the job duties can be sent as follows:
  - a. Position Descriptions i.e., individual employee PDs including the subrecipient name, employee name, position title, and job duties; **OR**
  - b. List by employee name, position title, and job duties (not just a summary of the position).
4. Make a written request to DHEC for a budget revision if, throughout the course of a grant year, a budget line item, either operating and/or HOPWA service category, exceeds twenty-five percent (25%) of the amount allocated for the budget line item. The budget revision will not be authorized until the Project Sponsor receives written approval from DHEC. The weblink to the Budget Revision Template can be found in *Attachment 4*.
5. Limit administrative charges to the grant to seven percent (7%) of the amount expended. The HOPWA regulation at 24 C.F.R. § 574.3 defines administrative costs as “costs for general management, oversight, coordination, evaluation and reporting on eligible activities.” Administrative costs do not include the costs of staff necessary to assess clients and provide housing assistance.
6. Not use funds to make cash payments to intended recipients of services.
7. Have and maintain financial mechanisms for monthly adequate and accurate reporting, reconciliation and tracking of program expenditures for HOPWA funds and program income, if applicable.
8. Document time and effort of staff funded with HOPWA funds demonstrating fiscal stewardship of HOPWA funds in accordance with 2 CFR 200.430.
9. Upon request, submit de-identified client-level data with the monthly invoice.
10. Program Income earned as a direct result of activities funded under this HOPWA award must be used by the Project Sponsor for the purposes and under the conditions of the HOPWA Program in accordance with the addition method as provided in 2

CFR 200.307(e)(2). Program Income must be held in a separate account and tracked separately. The Project Sponsor must have financial mechanisms in place to collect and report Program Income earned and expended.

11. Monthly submission for reimbursement of expenditures must be submitted on the 15<sup>th</sup> of the following month using the required invoice templates (Attachment 4). Reimbursement requests must be sent to [RWHOPWAInvoices@dhec.sc.gov](mailto:RWHOPWAInvoices@dhec.sc.gov) email address. Reimbursement requests must include the required supporting documentation in accordance with “DHEC’s Federal Grants Compliance Requirements for Subrecipients” and DHEC’s Subaward Invoices Supporting Documentation Guidance ([Subaward-Invoices-Supporting-Documentation-031020.pdf \(scdhec.gov\)](#))
12. When a staff member is added or replaces another on the approved Budget Narrative and Cost Allocation Plan during the period of performance, a budget revision indicating the staff change in the justification section, position description including salary and funding allocation, and an updated organizational chart is required.
13. All out-of-state travel requests must be preapproved by DHEC HOPWA Program prior to initiation of travel plans. The weblink for the out-of-state travel request templates can be found in *Attachment 4*.
14. All gift cards and vouchers must be preapproved by DHEC HOPWA Program and DHEC Office of Federal Grants Compliance prior to purchase. The weblink for the required gift care prior approval form can be found in *Attachment 4*.
15. Equipment purchases must be preapproved by DHEC HOPWA Program prior to purchase and follow SC Procurement Guidelines for Subrecipients: [Procurement-Guidelines-for-Subrecipients-032020.pdf \(scdhec.gov\)](#). The weblink for the required equipment prior approval form can be found in *Attachment 4*.

#### **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 FOUR (4) 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.**

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

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

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

- A. Eligibility Determination Documentation
- B. HOPWA FBHA Program Description
- C. Organizational History, Experience, Structure & Capacity
- D. Community Assessment
- E. Reporting & Evaluation
- F. HOPWA FBHA Budget Narrative and Cost Allocation

A. **ELIGIBILITY DETERMINATION DOCUMENTATION** (*Not Scored. However, all components must be submitted for the application to be reviewed and could impact award determination.*)

1. Provide a description of the applicant's history (within the past three (3) years) of providing quality HOPWA-eligible FBHA services to HOPWA-eligible PWH as outlined in the RFGA, Section III, Scope of Work.
2. Provide three (3) years of data reports as documentation of three (3) years established history of providing quality HOPWA- eligible FBHA services.
  - a. *Applicants who have previously received HOPWA funding:* Submit the applicant's Consolidated Annual Performance and Evaluation Report (CAPER) for the most recent three (3) years.
  - b. *Applicants who have not previously received HOPWA funding:* Provide at least three (3) annual data reports from the last three (3) years indicating the applicant has provided HOPWA-eligible FBHA services.

3. Provide a list of all office locations (physical address(es) and phone number(s)) where HOPWA FBHA services will be administered to PWH.
4. Provide a statement ensuring DHEC that PWH residing in a county served by the state HOPWA program and/ or statewide.
5. Provide evidence of the applicant's ability to begin the provision of HOPWA services within 30 days of subaward execution.
6. Provide a statement indicating that the applicant has the capacity to enter into a cost reimbursement subaward agreement with DHEC without prompt reimbursement from DHEC.
7. Submit a Certificate of Existence, also known as a Certificate of Good Standing, from the SC Secretary of State. The certificate states that an entity is in good standing with the SC Secretary's office, and has, to the best of the SC Secretary of State's knowledge, filed all required tax returns with the SC Department of Revenue. The Certificate can be requested via:  
<https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
8. Does your organization currently have any DHEC subawards or contracts in a probationary status? If yes, provide a description of the circumstances, including: DHEC subaward or contract number, date of probation, the reason for probation, and any changes within the applicant organization to ensure compliance with current and future contracts.
9. Has your organization ever had a DHEC subaward or contract terminated for non-compliance? If yes, provide a description of the circumstances of the terminated subaward or contract including: the DHEC subaward or contract number, date of termination, the reason for termination, and any changes within the applicant organization to ensure compliance with current and future contracts.
10. Submit a completed Pre-Award Risk Assessment (*Attachment 1*). Although the risk assessment is not scored, the results of DHEC's Pre-Award Risk Assessment could impact the decision to award or the terms on which an award is made.

**B. HOPWA FBHA PROGRAM DESCRIPTION (35 Points Total)**

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

1. Summarize the proposed project, including goals, objectives, activities. Include the number of estimated clients to be served annually.
2. Describe the service delivery process for FBHA, 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 FBHA and administer the grant. Include position descriptions and biographical sketches (or resumes) of key staff providing services and administering the grant.
4. Describe the process the applicant will use to ensure and document that only HOPWA-eligible clients are served with HOPWA FBHA.
5. Describe how HOPWA services will be made available and accessible to all clients in the state-wide service area.



C. ORGANIZATIONAL HISTORY, EXPERIENCE, STRUCTURE, & CAPACITY (35 Points Total)

The applicant must demonstrate proven ability to accomplish the tasks set forth in the Scope of Work and experience in providing specified services to persons with HIV disease and their families.

1. 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.
2. Describe the applicant's financial mechanisms and processes for adequate and accurate tracking, reporting, and reconciliation of HOPWA program expenditures and program income, if applicable.
3. Describe your agency's ability to verify client eligibility for participation in the project. Include sample applications, verification forms and income requirements.
4. Describe the applicant's data security and confidentiality standards. Include the applicant's system for ensuring client confidentiality, including the applicant's method of communication with partners regarding confidential protected health information and the applicant's system for file and records maintenance.
5. Describe the applicant's current grievance policy for clients.
6. Describe existing collaborations and/or partnerships in which the applicant is involved that demonstrate the applicant's capacity to carry out the proposed activities. Include supporting documentation, such as one or two Letters of Support or Memorandums of Understanding to verify asserted collaborations.
7. Provide evidence of the applicant's ability to begin provision of HOPWA FBHA services within 30 days of grant execution.
8. *Applicants who are not currently DHEC HOPWA-funded:* Provide at least one (1) site visit report or technical review from a funding source grantor describing quality service delivery and other successes in providing HOPWA-eligible FBHA services as described in this Request for Grant Application. The document must be dated within the past three (3) calendar years. **(Note: Applicants currently receiving DHEC HOPWA funding need not submit a site visit report. To satisfy this requirement, reviewers will examine the applicant's most recent DHEC HOPWA site visit report on file at DHEC.)**
9. *Applicants with 501(c)(3) status:* Provide a copy of the applicant's approved IRS designation letter, Articles of Incorporation, By-Laws, organizational chart, and current, elected Board of Directors (names and email addresses).
10. *Applicants that are public agencies:* Provide the applicant's organizational chart and the name and contact information of the elected public body to which the applicant is accountable.
11. Does your organization have a Continuity of Operations Plan? Briefly describe your organization's ability to provide services during an emergency situation.
12. Submit organization's Conflict of Interest policy.

13. Will the applicant be subcontracting for the provision of services to PWH? If so, what is the name of the subcontracted organization? How will the applicant of this RFGA provide contractual oversight monitoring to ensure the subgrantee is in compliance with all DHEC subaward requirements?
14. List any lawsuits that have been filed against the applicant for any service related to services that will be provided under this HOPWA grant. Include the status and background of the claim.

D. COMMUNITY ASSESSMENT (15 Points Total)

The applicant must demonstrate knowledge of the service area including other HIV and housing services available and the population to be served.

1. Describe the need for facility based supportive housing in South Carolina.
2. List the agencies and community-based organizations with which the applicant will collaborate. For each organization, define its proposed scope of services, role in the region/area, and record of service to persons with HIV and families.
3. Identify the populations and subpopulations of individuals with HIV disease and their families to be served. The applicant shall consider demographic characteristics of reported AIDS cases and HIV infection, as well as other sources of information. South Carolina HIV/AIDS surveillance data is available on the web at <http://www.dhec.sc.gov/health/disease/sts/index.htm>

E. REPORTING & EVALUATION (15 Points Total)

The applicant must demonstrate the ability to meet state and federal reporting requirements and evaluate the program.

1. The applicant must use *Provide Enterprise (PE)* for communicating confidential personal health information with referring providers. Does the organization agree to use *PE* for this purpose?
2. Describe the process the applicant will use to collect demographic, services-provided, and qualitative data to meet the state and federal reporting requirements listed in the Scope of Work accurately and timely.
3. Describe how the applicant will evaluate services to ensure service provision goals and objectives are met.

F. HOPWA FBHA PROGRAM BUDGET & BUDGET NARRATIVE (Not Scored. However, budget documents must be submitted for the application to be reviewed.)

All applicants must complete a proposed Budget Narrative and Cost Allocation Plan (The weblink to the required template can be found in (Attachment #4). The BCNAP must include planned expenditure details on personnel (including each funded staff by title, name, salary, and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within the state and GSA allowed rates), contractual, other, and administration (admin

expenditures must be itemized) by HOPWA service category. The budget should include clear descriptions of the use of the funds.

The BNCAP should be a 12-month budget period for the grant year starting April 1, 2024, through March 31, 2025.

The BNCAP must be submitted but will not be part of the scoring criteria for the determination of the award. The BNCAP will be reviewed to ensure a clear and understandable explanation of all costs and a demonstration of project costs, which may impact the award decision.

**APPLICATION SUBMISSION SUMMARY:**

The application must include one (1) original and four (4) copies of the following in listed order:

1. Signed Cover Letter (*Not scored*)
2. Eligibility Determination Documentation (*Not scored*)
3. HOPWA FBHA Program Description (*35 Points*)
4. Organizational History, Experience, Structure & Capacity (*35 Points*)
5. Community Assessment (*15 Points*)
6. Reporting & Evaluation (*15 Points*)
7. HOPWA FBHA Program Budget & Budget Narrative (*Not scored*)

ATTACHMENT 1

PRE-AWARD RISK ASSESSMENT  
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
SUBRECIPIENT RISK ASSESSMENT AND SINGLE AUDIT SURVEY  
FY2024

August 1,2023

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 contracts?

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

24. Does your entity have a written Conflicts of Interest Policy?

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

25. Is training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on grant programs?

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

—

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

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

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

\_\_\_\_\_

—

\_\_\_\_\_

—

32. Has your organization ever been disbarred or suspended?

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

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

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

34. Does your organization have written procurement procedures to ensure transactions (as defined in the suspension and debarment common rule (2 CFR Part 180)) are not made with a debarred or suspended party?  
 Yes \_\_\_\_\_ No \_\_\_\_\_
35. Does your organization maintain written procurement policies and procedures which provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200?  
 Yes \_\_\_\_\_ No \_\_\_\_\_
36. Do you have a property management system used to maintain formal inventory records of all equipment acquired with federal funds?  
 Yes \_\_\_\_\_ No \_\_\_\_\_
37. Does your organization conduct a physical inventory and reconciliation of property at least every two years?  
 Yes \_\_\_\_\_ No \_\_\_\_\_
38. Does your property management system account for adequate maintenance, disposition or encumbrance of the property according to federal requirements?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Telephone Number

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

\_\_\_\_\_



Submit this form with the HOPWA RFGA Application as part of the Eligibility Determination Section.

Should you have any questions, please contact me at (803) 898-4103. Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Katie".

Katie Tillman

Grant Compliance Director

**ATTACHMENT 2**

**Grantee Certification of Compliance**

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

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

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

<b>Name</b>	<b>Title</b>	<b>Telephone</b>

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**Organization**

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**Signature: Executive Director**

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**Signature: Authorized Business  
Official**

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**Date**

---

**Date**

## ATTACHMENT 3

### Code of Conduct

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

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

- **When we disagree, try to understand why.** Disagreements, both social and technical, happen all the time. It is important that we resolve disagreements and differing views constructively. Remember that we're different. The strength of our network comes from its varied community and people from a wide range of backgrounds. Different people have different perspectives on issues. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong. Don't forget that it is human to err and blaming each other doesn't get us anywhere. Instead, focus on helping to resolve issues and learning from mistakes.

## Unacceptable Behaviors

The DHEC STD/HIV/Hep Division is committed to providing a welcoming and safe environment for people of all races, gender identities, gender expressions, sexual orientations, physical abilities, physical appearances, socioeconomic backgrounds, life experiences, nationalities, ages, religions, and beliefs. Discrimination and harassment are expressly prohibited. Harassment may include, but is not limited to, intimidation; stalking; unwanted recording or photography; inappropriate physical contact; use of sexual or discriminatory imagery, comments, or jokes; intentional or repeated misgendering; sexist, racist, ableist, or otherwise discriminatory or derogatory language; and unwelcome sexual attention.

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

## Addressing Violations and Challenges

These guidelines are ambitious, and we're not always going to succeed in meeting them. When something goes wrong—whether it's a microaggression or an instance of harassment—there are a number of things you can do to address the situation. We know that we'll do our best work if we're happy and comfortable in our surroundings, so we take concerns about this stuff seriously. Depending on your comfort level and the severity of the situation, here are some things you can do to address it:

- **Address it directly.** If you're comfortable bringing up the incident with the person who instigated it, pull them aside to discuss how it affected you. Be sure to approach these conversations in a forgiving spirit: an angry or tense conversation will not do either of you any good. If the exchange occurred in a digital format, it may be best to reach out and speak to those involved to determine if language was misconstrued.

If you're too frustrated to have a direct conversation, there are a number of alternate routes you can take.

- **Talk to a peer or mentor.** Your colleagues are likely to have personal and professional experience on which to draw that could be of use to you. If you have someone you're comfortable approaching,

reach out and discuss the situation with them. They may be able to advise on how they would handle it or direct you to someone who can. The flip side of this, of course, is that you should also be available when others reach out to you.

- **Reach out to a member of the management team.** DHEC STD/HIV/Hep Division management is happy to talk to you about the problem and hopes you are willing to do the same. We aim to be good at listening to concerns about small violations, but also be able to help in situations where more drastic action needs to be taken. In all cases, we will make every effort to stay in clear communication with anyone who reports a problem, maintaining confidentiality whenever possible. Depending on the severity and urgency of a particular issue, the member of the management team you've spoken to may need to escalate a report to include others, whether higher level supervisors or our legal team. We expect the same from our subrecipients. Where this is necessary, you can expect to be kept in the loop about the progress of your report.

## **ATTACHMENT 4**

**HOPWA Budget Narrative and Cost Allocation Plan**

**HOPWA Budget, Quarterly and Year-End Financial Report Template**

**HOPWA Budget Revision Template**

**HOPWA Invoice Template**

**Out-of-State Prior Approval Template**

**Gift Card Prior Approval Template**

**Equipment Prior Approval Template**

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

**<https://scdhec.gov/hopwa-technical-assistance-service-providers>**

## ATTACHMENT 5

### Applicant Information Form

<b>South Carolina Department of Health and Environmental Control                      Housing Opportunities for Persons with AIDS Funding                      Applicant Information Form                      2024 – 2025 Grant Year</b>					
<b>Instructions:</b> Please complete this form in its entirety and upon submission, please attach a W9.					
<b>Name of Organization:</b>					
<b>Address:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Phone:</b>		<b>Fax:</b>		<b>Web Address:</b>	
<b>Tax/Employer ID:</b>		<b>Unique Entity ID:</b>			
<b>Vendor Number:</b>					
<b>Remittance Address:</b> Address must match the address used for vendor registration.					
<b>Name of Organization:</b>					
<b>Business Mailing Address:</b>					
<b>Primary Contact:</b>		<b>Phone:</b>			
<b>Email:</b>					
<b>Performance:</b> If awarded, please provide the requested information below of all sites where HOPWA services will be provided.					
<b>Principle Place of Performance Site 1</b>					
<b>Name of Organization:</b>					
<b>Physical Address:</b>					
<b>Performance Site 2, if applicable</b>					
<b>Name of Organization:</b>					
<b>Physical Address:</b>					
<b>Performance Site 3, if applicable</b>					
<b>Name of Organization:</b>					
<b>Physical Address:</b>					
<b>Business Entity</b>					



<b>Please choose they type of business Entity:</b> <ul style="list-style-type: none"> <li><input type="radio"/> Corporation</li> <li><input type="radio"/> LLC</li> <li><input type="radio"/> Partnership</li> <li><input type="radio"/> Nonprofit Organization</li> <li><input type="radio"/> Government Agency or Political Subdivision, specify state if not SC: _____</li> <li><input type="radio"/> Other Governmental Body</li> <li><input type="radio"/> Individual / Sole Proprietor</li> <li><input type="radio"/> Other</li> </ul>	<b>If “Other Governmental Body”</b> Specify:	<b>If a Corporation, LLC, or Nonprofit Organization, please provide the following information below.</b>  State of Incorporation:			
	<b>If “Other” Specify:</b>	<b>Registered Agent and Address in South Carolina:</b>			
<b>SC DLLR or any other License Number (If applicable):</b>					
<b>Does your agency have a Federally Negotiated Indirect Cost Rate?</b> If yes, please attach a copy of the Federally Negotiated Indirect Cost Rate Agreement. This information must be received with your application. Note, indirect costs are considered administration cost. For the HOPWA Program these costs are capped at 7%.		<b>Yes</b>		<b>No</b>	
<b>Primary Contacts</b>					
<b>Contract Signatory</b>					
<b>Name:</b>		<b>Title:</b>			
<b>Business Mailing Address:</b>					
<b>Phone:</b>		<b>Fax:</b>			
<b>Email:</b>					
<b>Program Director</b>					
<b>Name:</b>		<b>Title:</b>			
<b>Business Mailing Address:</b>					

<b>Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			
<b>Financial Director</b>			
<b>Name:</b>		<b>Title:</b>	
<b>Business Mailing Address:</b>			
<b>Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			
<b>Subcontracts and Monitoring</b>			
<p><b>Note: If awarded, subrecipients cannot subcontract any work or services covered by the subaward without a prior written approval from DHEC. If your organization plans to subcontract work or services in this grant application, please complete this section.</b></p>			
<b>Subcontractor 1</b>			
<b>Name of Organization:</b>			
<b>Physical Address:</b>			
<b>Phone:</b>		<b>Web Address:</b>	
<b>Primary Contact Name:</b>		<b>Title:</b>	
<b>Business Mailing Address:</b>			
<b>Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			
<b>SCOPE Of Services:</b>			
<b>Subcontractor 2</b>			
<b>Name of Organization:</b>			
<b>Physical Address:</b>			
<b>Phone:</b>		<b>Web Address:</b>	

<b>Primary Contact Name:</b>		<b>Title:</b>	
<b>Business Mailing Address:</b>			
<b>Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			
<b>SCOPE Of Services:</b>			
<b>Subcontractor 3</b>			
<b>Name of Organization:</b>			
<b>Physical Address:</b>			
<b>Phone:</b>		<b>Web Address:</b>	
<b>Primary Contact Name:</b>		<b>Title:</b>	
<b>Business Mailing Address:</b>			
<b>Phone:</b>		<b>Tax:</b>	
<b>Email:</b>			
<b>SCOPE Of Services:</b>			

DRAFT

**ATTACHMENT #6**  
**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 or Project Sponsor).

**PURPOSE:**

This Subaward, by and between DHEC and the Subrecipient is for the purpose of disbursing funds in accordance with the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) Program and the DHEC Public Health, STD/HIV/Viral Hepatitis Division, HOPWA Program as outlined in DHEC's HOPWA FY2024-RFGA-HV-405 Request for Grant Applications (RFGA) (*Attachment I*).

**SCOPE OF SERVICES**

The Subrecipient agrees to serve as the "Project Sponsor" for funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) program. These funds are designed to provide Facility-Based Housing Assistance for costs to operate a supportive housing facility serving low-income persons with HIV (PWH) in South Carolina.

The Subrecipient furthermore agrees to comply with all requirements in the Request for Grant Applications FY2024-RFGA-HV-405 (*Attachment I*) and agrees to operate the program and carry out eligible activities pursuant to the AIDS Housing Opportunity Act and Regulations for the "Housing Opportunities for Persons With AIDS" program (24 CFR part 574), other applicable HUD regulations (including 24 CFR part 135 "Economic Opportunities for Low- and Very Low-Income Persons"), state and federal requirements and guidelines, the approved application, and the terms and conditions of this Subaward.

**A. REQUIRED ACTIVITIES**

Subrecipient shall:

1. Apply awarded HOPWA funding to operating expenses associated with managing a supportive housing facility for low-income persons with HIV disease.
2. Operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR Part 574 – [eCFR :: 24 CFR Part 574 -- Housing Opportunities for Persons with AIDS](#). Provide services in the same or substantially similar manner as detailed in DHEC's Action Plan submitted annually to HUD through the South Carolina Department of Commerce [Consolidated Plan – SC CDBG \(cdbgsc.com\)](#) and follow the S.C. Service Provider HOPWA Guidelines

([https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines\\_rev%20020422.pdf](https://scdhec.gov/sites/default/files/media/document/SC%20DHEC%20HOPWA%20Guidelines_rev%20020422.pdf)), including any revisions made during the Subaward project period.

3. Screen all clients for eligibility into the HOPWA FBHA Program. Ensure those case managers who are employed by the Project Sponsor are responsible for determining a participant's eligibility for HOPWA-funded services (as defined in 24 CFR Part 574.3).
4. Provide facility-based housing participants with appropriate case management supportive services, either through HOPWA or other funds.
5. Ensure that case managers develop and implement a coordinated plan of care, an Individualized Action Plan with a housing element, and attempt to secure permanent housing for clients. This includes assisting clients, as applicable, in applying for disability, public housing assistance such as Section 8 subsidies, the DHEC-sponsored, statewide Tenant Based Rental Assistance program, and housing at community residential care facilities and/or long-term care facilities.
6. Ensure that no fees are charged to eligible clients for activities carried out under this subaward agreement.

## **B. SUBAWARD REQUIREMENTS**

Subrecipient shall:

1. Consult with the DHEC STD/HIV/Viral Hepatitis Program in developing programs/services and policies in order to assure compliance with HUD regulations.
2. Use *Provide Enterprise* (PE) for tracking and reporting all HOPWA program funded services. Must have a protocol for ensuring accuracy and timeliness of documentation into *PE* for services provided. Must adhere to all updates to *PE* made during the subaward project period. DHEC will provide the required *PE* licenses for HOPWA-funded staff.
3. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Financial Management Online Training by at least one (1) of its employees. The certificate of completion must be maintained on site and must be updated at least every three (3) years. <https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-management-online-training/>
4. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the Getting to Work curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years. <https://www.hudexchange.info/trainings/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>
5. Within 90 days of the execution of the Subaward, obtain or have on record a certificate of completion of the HOPWA Oversight training curriculum by at least one (1) of its employees. The certificate of completion must be maintained on site and updated at least every three (3) years. <https://www.hudexchange.info/trainings/hopwa-oversight-training/>

6. Have a grievance policy for the HOPWA Program. The grievance policy must be in writing and shared with HOPWA clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to denial of services or a complaint about services received that is unresolved at the Project Sponsor level may be reported by the client to DHEC's Division of STD, HIV, and Viral Hepatitis by calling 800-856-9954 between the hours of 8:30AM-5:00PM Monday through Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain confidential, unless the client specifically requests that DHEC follow-up with the Project Sponsor, and there shall be no reprisal towards the client when grievances are made.
7. Develop an agency HOPWA Service Standard. The standard should include at a minimum HOPWA eligibility, household member definition, the process for approval/denial of services, service provision process, participant housing needs assessment, and year-end process (continuation/termination of enrollment in HOPWA). The standard should function to ensure that all clients at the agency are offered the same fundamental components of a service and establish the minimum level of service of care that the HOPWA Project Sponsor offers.
8. If Subrecipient desires to enter into contractual agreements with other entities for the provision of services, Subrecipient must first gain written prior approval from DHEC's STD/HIV/Viral Hepatitis Division. The contractual agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent subaward agreement with DHEC. Subrecipient is responsible for providing contractual oversight and monitoring to ensure entities receiving HOPWA Program funds comply with all HUD, 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 profile in IDIS, as needed.
9. Participate in quality initiatives adopted by DHEC for services funded by HOPWA or funds derived from the HOPWA Program.
10. The provisions of the Subaward are contingent upon any possible revision of State or Federal regulations and requirements governing CFDA No. 14.241, Department of Housing and Urban Development, Grant Title "Housing Opportunities for Persons with AIDS (HOPWA) Program," effective **April 1, 2024**, to **March 31, 2025**, and each year thereafter to **March 31, 2029**, contingent upon final subaward for each year.
11. Develop a Continuity of Operations Plan which: identifies systems or processes that might be vulnerable in an emergency situation; and addresses hazards that pose the greatest risks to the organization, mission critical employees, and functions and resources that are necessary to deliver services to clients. Ensure the plan includes a system in place to protect records, assets, data, equipment, and facilities, including a plan for data backup and storage in secure locations.
12. Be responsible for all matters pertaining to applicable HIPAA, data security, and confidentiality, including references in the subrecipient agreement.
13. Subrecipient must: (a) adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action* (Atlanta, GA: U.S. DHHS, CDC; 2011) (<http://www.cdc.gov/nchstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>) including any amendments; (b) submit annually a certification of compliance in the form attached (*Attachment*

*II*) ensuring compliance with the standards; and (c) ensure that staff members and contractors with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.

14. Adhere to the Subrecipient Representation and Conduct: Code of Conduct working with DHEC as a subrecipient (*Attachment III*).

**C. SUBAWARD REPORTING & MONITORING REQUIREMENTS (FINANCIAL AND PROGRAMMATIC MONITORING)**

Subrecipient shall ensure compliance with HUD reporting and monitoring requirements and provide programmatic, demographic, and financial reports and information as requested by the STD, HIV, and Viral Hepatitis Division. Subrecipient 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: <https://scdhec.gov/hopwa-technical-assistance-service-providers>

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

1. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER): A CAPER is required annually for the grant year **April 1<sup>st</sup>** through **March 31<sup>st</sup>**. Reports are due to DHEC by **April 30<sup>th</sup>** of each year. Reporting forms are provided by DHEC and HUD.
  - a. The report includes demographic information for individuals and families assisted with HOPWA funds, actions taken to further fair housing, administrative costs charged to the program, and costs for emergency housing assistance and supportive services, including staffing costs. Additionally, the report includes the annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness, and improving access to healthcare and other support.
  - b. Review ALL Quality Assurance Reports and resolve errors prior to sending reports to DHEC. For reports submitted to DHEC, indicating services to ineligible clients, DHEC will require proof of eligibility prior to resubmission of HOPWA reports.
2. 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 (*Attachment IV*) are due **15 days** after the end of each quarter.
3. QUARTERLY COMPLIANCE REPORTS: Review and respond to the Quarterly Compliance Reports, which serves as a communication and contractual compliance monitoring tool, sent from DHEC quarterly.
4. Communicate to DHEC's HOPWA 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.
5. Retain all records with respect to all matters covered by this agreement in accordance with the Subaward



Term and Conditions.

6. Allow HUD and DHEC on-site for site visits and make records available upon request for financial, programmatic, and other topics, as required for monitoring purposes. Project Sponsors 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.
7. Agree to make available to DHEC and HUD for inspection, all financial records to ensure proper accounting and dispersing of HOPWA funds. These records may be monitored on an ongoing basis by DHEC and are subject to review by HUD.
8. Permit and cooperate with any State or Federal investigations undertaken, regarding programs conducted under HOPWA.
9. Provide, upon request by HUD 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 (*Attachment IV*) for each funding source. Out-of-state travel, equipment, and gift cards/vouchers must receive DHEC approval prior to purchase.
  - b. **PROGRAM PROGRESS:** Program reports will be reviewed to monitor the Project Sponsor's progress in expending funds to provide FBHA to residents.
10. DHEC will monitor the following areas:
  - a. **BENEFICIARIES:** Review client files to determine whether clients are low-income persons with HIV disease or their family members and have a documented financial emergency. The review will include policies and procedures regarding intake of program participants; assessing/reassessing their needs; the extent to which the program helps clients live more independently; procedures to ensure that clients are being assisted for no more than five months (21 weeks in a 52-week period); and documentation of the resident length of stay, turnover, and reasons for leaving.
  - b. Conduct an assessment of the housing assistance and supportive services required for participants in the program. Review the provision of supportive services to participants and ensure that case management is offered to each participant. Ensure that each participant has a current Case Management Individualized Action Plan.

**D. FUNDING –RELATED SUBAWARD REQUIREMENTS**

Subrecipient shall:

1. Submit annually at the beginning of each grant year a Budget Narrative and Cost Allocation Plan (BNCAP), including planned expenditure details on personnel (including each funded staff by name, title, salary, and a brief description of job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within the state and GSA allowed rates), contractual, other, and administration (administration expenditures must be itemized). The BNCAP should include clear descriptions of the use of the funds. The weblink to the Budget Narrative and Cost Allocation Template can be found in *Attachment IV*.
2. Submit annually at the beginning of each grant year an organizational chart including all HOPWA Program funded staff.
3. Submit annually at the beginning of each grant year position descriptions for all staff whose positions will be fully or partially supported with HOPWA Program funding. Submitted position descriptions must include the following information: subrecipient name, employee name, position title, position classification, employee annual salary, funding allocation (totaling 100%), and job duties. The Budget Narrative and Cost Allocation Plan (BNCAP) includes all of these elements except the job duties. To meet the requirement, the job duties can be sent as follows:
  - a. Position Descriptions i.e., individual employee PDs including the subrecipient name, employee name, position title, and job duties; **OR**
  - b. List by employee name, position title, and job duties (not just a summary of the position).
4. Make a written request to DHEC for a budget revision if, throughout the course of a grant year, a budget line item, either operating and/or HOPWA service category, exceeds twenty-five percent (25%) of the amount allocated for the budget line item. The budget revision will not be authorized until the Project Sponsor receives written approval from DHEC. The weblink to the Budget Revision Template can be found in *Attachment IV*.
5. Limit administrative charges to the grant to seven percent (7%) of the amount expended. The HOPWA regulation at 24 C.F.R. § 574.3 defines administrative costs as “costs for general management, oversight, coordination, evaluation and reporting on eligible activities.” Administrative costs do not include the costs of staff necessary to assess clients and provide housing assistance.
6. **Not** use funds to make cash payments to intended recipients of services.
7. Have and maintain financial mechanisms for adequate and accurate monthly reporting, reconciliation, and tracking of program expenditures for HOPWA funds and program income, if applicable.
8. Document time and effort of staff funded with HOPWA funds demonstrating fiscal stewardship of HOPWA funds in accordance with 2 CFR 200.430.
9. Upon request, submit de-identified client-level data with the monthly invoice.
10. Program Income earned as a direct result of activities funded under this HOPWA award must be used by the Project Sponsor for the purposes and under the conditions of the HOPWA Program in accordance with the addition method as provided in 2 CFR 200.307(e)(2). Program Income must be held in a separate account and tracked separately. The Project Sponsor must have financial mechanisms in place to collect and report Program Income earned and expended.

11. Monthly submission for reimbursement of expenditures must be submitted on the 15<sup>th</sup> of the following month using the required invoice templates (*Attachment IV*). Reimbursement requests must be sent to the assigned email address. Reimbursement requests must include the required supporting documentation in accordance with “DHEC’s Federal Grants Compliance Requirements for Subrecipients” and DHEC’s Subaward Invoices Supporting Documentation Guidance ([Subaward-Invoices-Supporting-Documentation-031020.pdf \(scdhec.gov\)](#)).
12. When a staff member is added or replaces another on the approved Budget Narrative and Cost Allocation Plan during the period of performance, a budget revision indicating the staff change in the justification section, position description including salary and funding allocation, and an updated organizational chart is required.
13. All out-of-state travel requests must be preapproved by DHEC HOPWA Program prior to initiation of travel plans. The weblink for the out-of-state travel request templates can be found in *Attachment IV*.
14. All gift cards and vouchers must be preapproved by DHEC HOPWA Program and DHEC Office of Federal Grants Compliance prior to purchase. The weblink for the required gift care prior approval form can be found in *Attachment IV*.
15. Equipment purchases must be preapproved by DHEC HOPWA Program prior to purchase and follow SC Procurement Guidelines for Subrecipients: [Procurement-Guidelines-for-Subrecipients-032020.pdf \(scdhec.gov\)](#).

## **SOURCE OF FUNDING and AMOUNT**

### ***Source of Funds 1 (SOF1): “Housing Opportunities for People Living with AIDS”***

#### **a. HOPWA FEDERAL FUNDS:**

**\$200,000** for the time period of **April 1, 2024**, through **March 31, 2025**; and approximately **\$200,000** for each year thereafter contingent upon final grant award for each year.

Unless otherwise negotiated with DHEC, the total amount to be paid under this Subaward for services rendered under Scope of Services will not exceed **\$1,000,000**, dependent upon federal funding availability.

Annual funding awards are contingent upon funding availability from HUD and service priorities. Federal funding level may change from year-to-year, as a result, Subaward amounts are subject to change annually.

No carryforward funds will be allowed between years.

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

## **PROJECT/BUDGET PERIOD**

The project period for SOF1 “Housing Opportunities for People Living with AIDS” begins on **April 1, 2024**, and ends on **March 31, 2029**.

**PERIOD OF PERFORMANCE**

The Subaward initial term shall be effective **April 1, 2024**, or on date of last signature after all parties have signed, whichever is later, and shall terminate on **March 31, 2025**. This Subaward is renewable for **four (4)** additional one-year periods. At the end of the initial term, and at the end of each renewal term, this Subaward shall automatically renew for a period of one year, unless Subrecipient receives notice that the state elects not to renew the Subaward at least **thirty (30) days** prior to the date of renewal. Regardless, this Subaward expires no later than the last date of the maximum Subaward period which is **March 31, 2029**. Only work done in accordance with the effective dates of the Subaward will be compensated.

**COMPENSATION**

DHEC agrees to reimburse Subrecipient for reasonable and necessary costs incurred in the provision of services as described in the Scope of Services Section up to the amount of \$200,000 each year.

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

**Equipment** 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.

**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. The HOPWA Program restricts administrative costs, which include indirect costs, to 7% of expenditures.

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

No revisions over 25% per line item (either operating line-item or service category line-item) to the approved budget may be made without prior written approval from DHEC.

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

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

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

Gift cards/Incentives and vouchers are eligible for reimbursement only if approved in advance in writing.

Equipment purchases may be eligible for reimbursement only if approved in advance in writing.

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

No subaward funds may be used for:

- International Travel
- Construction
- Purchase of improve land
- Pre-Exposure Prophylaxis (PrEP) or Post-Exposure Prophylaxis (nPEP)
- Syringe Services Programs
- Cash payment to intended recipient/client of HOPWA services
- Payment for any item or service to the extent that payment has been made (or reasonably can be expected to be made), with respect to that item or service, under any state compensation program, insurance policy, federal or state benefits program, or any entity that provides health services on a prepaid basis, except for a program administered by or providing the services of the Indian Health Service)
- Development of materials designed to promote or encourage, directly, intravenous drug use or sexual activity
- Funeral or burial expenses
- Support for operating clinical trials
- Support for criminal defense or for class action suits unrelated to access to services eligible for funding under the Ryan White legislation
- Direct maintenance or any other expenses of a privately-owned vehicle
- State and local taxes for personal property
- Pet foods
- Social/recreational activities if not provided on subrecipient premises
- Marketing and promotion to general audiences
- Broad-scope awareness activities about HIV services that target the general public
- Vehicles (purchase or lease without HUD and DHEC's Prior Approval)
- Start-up costs

**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. Please refer to *Attachment VI*: Overview of State of SC/DHEC Travel Reimbursement Policies for Vendors & Subrecipients for details on travel reimbursement policies.

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.

### **Interest**

**NO INTEREST OR LATE FEES** - 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.

### **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.

### **Invoicing**

The invoice should be received by DHEC within **fifteen (15) days** after the end of each month. Zero-dollar (\$0) invoices are required for months with no expenditures. Final invoices must be billed promptly, no later than **fifteen (15) days** after the end of the period of performance. Please refer to *Attachment VII* "SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION" for details on invoice submission and supporting documentation. Email requests for reimbursement must be sent to [assigned email address](#). Link to the required invoice template is attached (*Attachment IV*).

All unbilled services at **March 31st** of each year must be billed by Subrecipient by **April 15<sup>th</sup>**. Invoices for services provided before **March 31st** of each year that are received after this date may not be paid.

### **REPORTING REQUIREMENTS**

#### **Annual Risk Assessment Survey**

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

**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.

**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.

**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.

**FFATA**

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

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

**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.

**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. 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.

**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

**TERMS AND CONDITIONS**

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

**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 and individuals.

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

**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.

**AMENDMENTS** This Subaward may only be amended by written agreement executed by both parties.

**RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time 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.

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.

**TERMINATION** Either party may terminate this Subaward by providing thirty (30) days written notice of termination to the other party.

DHEC funds for this Subaward are payable from federal sources. If funds are not appropriated 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 in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.

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.

**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, veteran status, pregnancy, gender identity, sexual orientation, 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.

**INSURANCE** During the term of this Subaward, Subrecipient will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Subrecipient from the types of claims which may arise out of or result from Subrecipient's activities under the Subaward and for which Subrecipient may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Subaward, and general liability insurance. If coverage is claims-based, Subrecipient must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Subaward. Subrecipient may be required to name 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.

**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.

**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.

**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, contract, equitable indemnification, or any other theory or claim.

**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.

**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.

**DISPUTES** All disputes, claims, or controversies relating to the Subaward must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by 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.

**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.

**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.

**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:**

Leigh Oden, Program Administration Manager

SC DHEC – STD/HIV/Hep Division

PO Box 101106

Columbia, SC 29211

Telephone: 803-898-0650

Fax: 803-898-07683

Email: odenl@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.

**COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.

**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.

**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 contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by 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.

**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.

**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 Federal Grant Compliance Director has actual authority to waive any of DHEC's rights under this Subaward. Any waiver must be in writing.

**PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.

**ATTACHMENTS/ADDENDA** Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:

- Attachment I: FY2024-RFGA-HV-405
- Attachment II: Subrecipient Certification of Compliance
- Attachment III: Code of Conduct
- Attachment IV: Required Templates, including Budget Narrative and Cost Allocation Plan
- Attachment V: Source of Funding (SOF)
- Attachment VI: DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Attachment VII: Subaward Invoices and Supporting Documentation
- Attachment VIII: FFATA Checklist

**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 contractor shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

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

**OTHER REPRESENTATIONS OF SUBRECIPIENT** Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.
- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.
- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed in 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 in 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.

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

**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.

**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.

**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 any product, service, or policy of Subrecipient. 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.

**CONFLICT OF INTEREST** Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict of interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to 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 contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Subrecipient’s officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient’s officers, employees, or agents.

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

**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 report(s), or nine months after the end of the audit period. Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control  
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 auditor's 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 Subrecipient expended less than \$750,000 from all sources of federal funding in Subrecipient's fiscal year. If Subrecipient expends less than \$750,000 in federal funding from all sources in 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 Agreement.

**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. *Unique Entity Identifier (UEI) number*

2. *Contract number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of contract award*
6. *Date contract was signed by both parties*
7. *Total contract 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*

**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 contract conditions. Such engagements may not be paid for by DHEC pass-through funds.

**LOBBYING** Contractors and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

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

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

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

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



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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102.

**LIMITATIONS OF ASSISTANCE TO PRIMARILY RELIGIOUS ORGANIZATIONS** Assistance may be provided by Subrecipients that are primarily religious organizations if the organization agrees to provide eligible activities in a manner that is free from religious influences and in accordance with the following principles:

It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to persons on the basis of religion.

It will not discriminate against any person applying for eligible activities on the basis of religion and will not limit housing or other eligible activities or give preference to persons on the basis of religion.

It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in provision of eligible activities.

**FAIR HOUSING REQUIREMENTS** The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063 and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

**DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP** The prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146; the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation of 1973 (29 U.S.C 794) and implementing regulations at 24 CFR part 8; and applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government Subrecipients) and part 36 (public accommodations requirements for certain types of short-term housing assistance).

**EMPLOYMENT OPPORTUNITIES** The requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C 1701(u)) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects).

**MINORITY AND WOMEN'S BUSINESS ENTERPRISES** The requirements of Executive Orders 11625, 12432, and 12138 apply to grants under this part. Consistent with HUD's responsibilities under these Orders, the consortia and/or Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

**AFFIRMATIVE OUTREACH** The Subrecipient must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

**DISABILITY REQUIREMENTS** The Subrecipient must not discriminate against persons with HIV/AIDS or related diseases based on an additional disability of such persons in violation of the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973. In addition, the Subrecipient must comply with the reasonable modification requirement of the Fair Housing Act, the reasonable accommodation requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the accessibility requirements of the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and implementing regulations. See 42 U.S.C. 3604(f) and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR part 8; and 28 CFR parts 35 and 36.

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

**SPECIAL SECURITY REQUIREMENTS** Individuals served by Subrecipient are Subrecipient's clients, not DHEC clients, and therefore Subrecipient is responsible for creating and maintaining client records and for all matters pertaining to HIPAA and data security and confidentiality.

Subrecipient must:

- (a) Adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action*) (Atlanta, GA: U.S. DHHS, Centers for Disease Control and Prevention; 2011 (<http://www.cdc.gov/nchstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>) including any amendments;
- (b) Submit annually a certification of compliance in the form attached (Attachment II) assuring compliance with the standards; and
- (c) Ensure that staff members and Subrecipients with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.

DHEC may at any time review and audit all Subrecipient files and records for matters pertaining to the funded services, including Subrecipient's compliance with CDC's Data Security and Confidentiality Guidelines. Subrecipient must make medical records, files, or other documentation available to DHEC upon request.

Subrecipient must manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Subrecipient must notify DHEC immediately upon discovery of any breach. If the breach relates to CDC funded services, Subrecipient must also notify CDC within one (1) hour of the discovery.

## **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 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 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 sub awardees who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Subrecipient must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Subaward and applicable law. DHEC may, in its discretion, require Subrecipient and Subrecipient's employees, agents, and sub awardees 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 Subaward. Subrecipient will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
- (f) Subrecipient's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Subaward.
- (g) Subrecipient must treat **all** information, documents, and electronically stored information received from or through DHEC or generated by Subrecipient or DHEC in connection with the performance of this Subaward as confidential information and must not disclose any such information or documents except as permitted by the Subaward, and except to the extent DHEC authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority).

**HIPAA TRAINING** Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Subaward, Subrecipient will ensure that, and 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 during monitoring site visits.

**INFORMATION SECURITY AWARENESS TRAINING** Before any DHEC Information System access can be granted, Subrecipient must ensure that its employees and agents have been educated and trained regarding information security awareness pertaining to information and cyber security. Subrecipient will provide documentation of successful completion of this training during monitoring site visits.

**CERTIFICATION OF DESTRUCTION OF AGENCY DATA** At the termination of this Subaward, Subrecipient will provide DHEC, in writing, certification that all DHEC data provided to the Subrecipient has been removed from all Subrecipient systems, backups, media and electronic storage mechanisms at all locations and/or under the control of the Subrecipient. This includes all original data files, copies made of the data files, derivatives or subsets of the data files and any manipulated data files.

**SURVIVAL OF OBLIGATIONS** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Subaward shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification – Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1].

**RETURN OF FUNDS:** Subrecipient shall return to DHEC any funds paid by DHEC and not used for completion of services in accordance with this Subaward. If DHEC determines, through audit or otherwise, that Subrecipient has misused funds, Subrecipient shall return those funds as directed by DHEC.

**LICENSE/ACCREDITATION:** Subrecipient represents and warrants that Subrecipient and Subrecipient's employees and/or agents who will perform services under this Subaward currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Subaward, and Subrecipient has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Subrecipient and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Subaward. Subrecipient will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Subrecipient or Subrecipient's employees or agents providing or performing services under this Subaward.

**REVISIONS OF LAW** The provisions of the Subaward are subject to revision of State or federal statutes and regulations and requirements governing Housing Opportunities for Persons with AIDS, US Department of Housing and Urban Development (HUD), and DHEC.

**EQUIPMENT TITLE** Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Subaward shall vest in DHEC upon acquisition. At the end of the Subaward, approved equipment, goods, software, or database whose acquisition cost is borne wholly or in part by the Subaward will vest with the Subrecipient for use in continued support of the effort of the work as outlined in the Subaward.

**THIRD PARTY BILLING** The Subrecipient will bill the third-party source directly for reimbursement for such services. DHEC will be responsible for reimbursing the Subrecipient only that portion of charges not reimbursed by the third-party source.

**WORK ENVIRONMENT** Harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Any act of harassment by employees, including sexual and discriminatory harassment, is prohibited and subjects the employee to disciplinary measures. All reports of harassment, either verbal or in writing, will be investigated in a timely manner. Retaliation against an employee or other person who reports a concern about harassment is strictly prohibited. Acts of harassment by agents, contractors or vendors are also prohibited and may result in sanction.

**INDEMNIFICATION** "Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Subaward, and to the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Subrecipient, in whole or in part, in the performance of services pursuant to this Subaward. Further, Subrecipient shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Subrecipient's breach of this Subaward, including any breach of confidentiality by a person to whom Subrecipient disclosed confidential information in violation of this Subaward. Subrecipient shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Subrecipient of the assertion of the claims alleged to be covered under this clause. Subrecipient's obligations hereunder are in no

way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Subaward.

**AGENCY REORGANIZATION** Pursuant to 2023 Act No. 60, as of July 1, 2024, all contractual rights and obligations of DHEC under this Agreement will be transferred to the Department of Public Health ("DPH") by operation of law. Subrecipient's rights and obligations shall continue without change and Subrecipient shall perform in accordance with this Agreement except as instructed otherwise by DPH. All references to the Department of Health and Environmental Control or DHEC in this Agreement shall be deemed to refer to DPH without the necessity of an amendment or any other action by the parties. In all other respects, this Agreement shall remain fully in effect after that time according to its terms unless and until amended.

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: \_\_\_\_\_  
Linda J. Bell, M.D.  
State Epidemiologist  
Director, Bureau of Communicable Disease Prevention & Control

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

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

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

MAILING ADDRESS:  
SC DHEC- Public Health Contracts  
Angie Barnica  
Bureau of Communicable Disease Prevention & Control  
2100 Bull Street  
Columbia, SC 29201  
803-898-1189

MAILING ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMITTANCE ADDRESS: (if different from mailing address)

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

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
CENTRAL OFFICE CONTRACT

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) \_\_\_\_\_

BY: \_\_\_\_\_  
*Bureau of Business Management  
Contracts Director*

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

If a corporation or LLC, or nonprofit organization:  
State of incorporation/organization:  
\_\_\_\_\_

Registered agent and address in South Carolina:

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SCDLLR or other license #

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**ATTACHMENT I**

**S.C. Department of Health and Environmental Control  
HOPWA Request for Grant Applications (RFGA)  
FY2024-RFGA-HV-405**

[Funding Opportunities for STD/HIV Grantees/Contractors | SCDHEC](#)

**ATTACHMENT II**

**Subrecipient Certification of Compliance**

**(Requires Signature)**

**Subrecipient Certification of Compliance**

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

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

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

Name	Title	Telephone

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**Organization**

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**Signature: Executive Director**

---

**Signature: Authorized Business  
Official**

---

**Date**

---

**Date**

**ATTACHMENT III**

**Code of Conduct**

## Code of Conduct

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

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

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

## Unacceptable Behaviors

The DHEC STD/HIV/Hep Division is committed to providing a welcoming and safe environment for people of all races, gender identities, gender expressions, sexual orientations, physical abilities, physical appearances, socioeconomic backgrounds, life experiences, nationalities, ages, religions, and beliefs. Discrimination and harassment are expressly prohibited. Harassment may include, but is not limited to, intimidation; stalking; unwanted recording or photography; inappropriate physical contact; use of sexual or discriminatory imagery, comments, or jokes; intentional or repeated misgendering; sexist, racist, ableist, or otherwise discriminatory or derogatory language; and unwelcome sexual attention.

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

## Addressing Violations and Challenges

These guidelines are ambitious, and we're not always going to succeed in meeting them. When something goes wrong—whether it's a microaggression or an instance of harassment—there are a number of things you can do to address the situation. We know that we'll do our best work if we're happy and comfortable in our surroundings, so we take concerns about this stuff seriously. Depending on your comfort level and the severity of the situation, here are some things you can do to address it:

- **Address it directly.** If you're comfortable bringing up the incident with the person who instigated it, pull them aside to discuss how it affected you. Be sure to approach these conversations in a forgiving spirit: an angry or tense conversation will not do either of you any good. If the exchange occurred in a digital format, it may be best to reach out and speak to those involved to determine if language was misconstrued.

If you're too frustrated to have a direct conversation, there are a number of alternate routes you can take.

- **Talk to a peer or mentor.** Your colleagues are likely to have personal and professional experience on which to draw that could be of use to you. If you have someone you're comfortable approaching, reach out and discuss the situation with them. They may be able to advise on how they would handle it or direct you to someone who can. The flip side of this, of course, is that you should also be available when others reach out to you.
- **Reach out to a member of the management team.** DHEC STD/HIV/Hep Division management is happy to talk to you about the problem and hopes you are willing to do the same. We aim to be good at listening to concerns about small violations, but also be able to help in situations where more drastic action needs to be

taken. In all cases, we will make every effort to stay in clear communication with anyone who reports a problem, maintaining confidentiality whenever possible. Depending on the severity and urgency of a particular issue, the member of the management team you've spoken to may need to escalate a report to include others, whether higher level supervisors or our legal team. We expect the same from our subrecipients. Where this is necessary, you can expect to be kept in the loop about the progress of your report.



**ATTACHMENT IV**

**HOPWA Budget Narrative and Cost Allocation Plan**

**HOPWA Budget, Quarterly and Year-End Financial Report Template**

**HOPWA Budget Revision Template**

**HOPWA Invoice Template**

**Out-of-State Prior Approval Template**

**Gift Card Prior Approval Template**

**Equipment Prior Approval Template**

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

<https://scdhec.gov/hopwa-technical-assistance-service-providers>

**ATTACHMENT V**

**Subaward Source of Funding 1**

SUBAWARD SOURCE OF FUNDING (SOF) # 1(1) Subaward # System Generated (2) Subaward Amendment # System Generated(3) Subrecipient Name Insert the subrecipient's Full Legal Name as specified on W-9/SCEIS(4) Subrecipient's Unique Entity Identifier (UEI #) Subrecipient's UEI#(5) Grant Award Title Housing Opportunities for People Living with AIDS (HOPWA)(6) Federal Award Identification Number (FAIN) TBD (7) FAIN Date TBD(8) Primary Grant Project Period Start Date TBD End Date TBD(9) Subaward Project Period Start Date April 1, 2024 End Date March 31, 2029(10) Current Subaward Period of Performance Start Date April 1, 2024 End Date March 31, 2025(11) Amount of Federal Funds Obligated by this Action \$ 200,000(12) Prior Periods Obligated \$ 0 (13) Obligated Total \$ 200,000(14) Total Amount of Federal Award Committed to the Subrecipient: \$ 1,000,000

(15) Federal Award Project Description:

HOPWA is designed to provide emergency housing assistance for eligible persons with HIV disease who are homeless or who are at risk of becoming homeless.
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(16) Federal Awarding Agency U.S. Department of Housing and Urban Development (HUD)(17) Passthrough Entity South Carolina Department of Health and Environmental Control(18) CFDA # 14.241 (19) CFDA Title Housing Opportunities for Persons with AIDS(20) Is the Subaward Research and Development? Yes            No           (21) DHEC's Federally Negotiated Rate at time of Grant Award 19.01 % **(NOT TO BE USED BY SUBRECIPIENT)**(22) Subrecipient's Indirect Cost: Federally Negotiated Rate\*        % \*\*De minimis        No Indirect       \*A copy of the approved federally negotiated rate agreement must be submitted to DHEC prior to 1<sup>st</sup> payment.

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

SUBAWARD SOURCE OF FUNDING (SOF) # 1

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

NAME	ADDRESS	EMAIL	PHONE NUMBER
Katie Tillman, Grant Compliance Director	2600 Bull Street Columbia, SC 29201-1708	<a href="mailto:GrantsMgt@dhec.sc.gov">GrantsMgt@dhec.sc.gov</a>	N/A
Linda Bell, MD	2100 Bull Street Columbia, SC 29201	<a href="mailto:Bellw@dhec.sc.gov">Bellw@dhec.sc.gov</a>	803-898-0798
HOPWA Program Manager	2100 Bull Street Columbia, SC 29201	RWHOPWAQuestions@dhec.sc.gov	N/A

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

(Program Signature)

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

(DHEC Financial Management Signature)

**ATTACHMENT VI**

**DHEC Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients**

<https://scdhec.gov/hopwa-technical-assistance-service-providers>

**ATTACHMENT VII**

**Subaward Invoices and Supporting Documentation**

<https://scdhec.gov/hopwa-technical-assistance-service-providers>

**ATTACHMENT VIII**

**FFATA Data Checklist**

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



**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 # System Generated (2) Subaward Amendment # System Generated
- (3) CFDA # 14.241 (4) CFDA Title Housing Opportunities for Persons with AIDS
- (5) Federal Awarding Agency U.S. Department of Housing and Urban Development (HUD)
- (6) Grant Award Title Housing Opportunities for People Living with AIDS (HOPWA)
- (7) Grant Award Date TBD (8) Federal Award Identification Number (FAIN) TBD
- (9) Total Grant Award Amount \$ TBD (10) DHEC Unique Entity Identifier (UEI#) JNZSNC4MUMS7
- (11) DHEC Principal Place of Performance 2600 Bull Street, Columbia, SC 29201-1708

(12) Federal Award Project Description

HOPWA is designed to provide emergency housing assistance for eligible persons with HIV disease who are homeless or who are at risk of becoming homeless.

**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 \_\_\_\_\_ (18) Subaward Amount (must be >=\$30,000) \$ \_\_\_\_\_
- (19) Subaward Principal Place of Performance \_\_\_\_\_
- (20) Subaward Area of Benefit (Congressional Districts) \_\_\_\_\_
- (21) Subrecipient Parent Unique Entity Identifier (UEI #) \_\_\_\_\_

**FFATA DATA CHECKLIST: EXECUTIVE COMPENSATION**

(22) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: 80% or more of its annual gross revenues in U.S. Federal Contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

(23) Did the Subrecipient organization (including parent organization, all branches, and all affiliates worldwide) receive in the previous fiscal year: \$25 million or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer to question 1 and question 2 are both NO, this questionnaire is complete, otherwise continue to question 24.

(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 7

### Procedures for Dispute Resolution

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

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

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

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

**Awards are not final until the dispute process has concluded.**

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

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

\* Contacts are listed below

### **First Line of Dispute:**

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### **Program Area Director:**

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