South Carolina Department of Health and Environmental Control
Federal Title V Abstinence Education Grant Program
FY 2016 Grant Year, Supplemental Funds

REQUEST FOR GRANT APPLICATIONS (RFGA)

CFDA Number: 93.235
Posting Date: October 25, 2016

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.**

Deadline/Closing Date for Applications:	**November 18, 2016 - By 2:30 PM EST**
RFGA Number: FY2016-RFGA-MC-606	

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

Number of Copies to be submitted: One (1) original and three (3) copies each marked as "Copy."

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 (SC) from the U.S. Department of Health and Human Services (DHHS). Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives as required by the Federal Title V State Abstinence Education Grant Program and DHEC Public Health, Maternal and Child Health Bureau, Abstinence Education, Program. The use of these funds is subject to all federal and state requirements as outlined in the scope of work. Funds may not be used for any other purpose. DHEC reserves the right to determine whether or not a proposal falls within the scope of activities and is eligible under the stated guidelines. Applications are only accepted during the Request for Grant Applications period and will be evaluated by a panel of independent evaluators based on the scoring criteria stated in the solicitation.

The total dollar amount available under this RFGA is $315,323.00. Multiple awards may be awarded based on the scope and strength of applications received as determined by the review panel.

Eligibility:
State, and local public or non-profit organizations are eligible to apply for funds. The organization must document the capacity to implement abstinence education and/or mentoring programs which promote delayed initiation of sexual activity to SCôs high risk youth populations in priority areas of the state as outlined in the attached Scope of Grant Proposal (see Table A, page 6). The organization must have the documented infrastructure capacity to operate on a cost reimbursement basis.

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

Deadline:
The deadline for all applications is November 18, 2016, by 2:30 P.M. EST

Questions & Answers:
Questions will be accepted until 5:00 P.M. EST, October 28, 2016. All questions must be submitted in writing to Lisa Hobbs at hobbslb@dhec.sc.gov. Responses will be posted by November 1, 2016 by 5:00 PM EST.

Available Funding Date:
Contingent upon available federal funds anticipated to be awarded by U.S. DHHS no later than October 6, 2016.

Final selection of successful applicants is anticipated to be made and notifications released on or before December 5, 2016. Final Grant Agreements will be executed to be effective January 9, 2017 or when signed by both the grantee and DHEC, whichever is later. January 9, 2017 is the anticipated start work date. A draft copy of the Grant Agreement is included in the RFGA (**Attachment A).**

Budget Form for Title V State Abstinence Education Grant Program Applications:
Every application must be accompanied by a budget template and justification that the project can be carried out for the budget requested. A budget template is included in **Attachment B**. Applications received without a budget proposal will be rejected and not reviewed by the review panel.

For updates after initial posting of this Request for Grant Application process, please visit our website at http://www.scdhec.gov/Health/ChildTeenHealth/Teens/AbstinenceEducation/.

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

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

Adjacent to the first floor of the parking garage is a glass door with a SC DHEC logo. This entrance is 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 4th floor receptionist for your application to be date/time stamped. If you have any issues with building access, please call DHECôs 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
Federal Title V Abstinence Education Grant Program
FY 2016 Grant Year, Supplemental Funds

Request for Grant Applications (FY2016-RFGA-MC-606)

I. BACKGROUND

The U.S. Department of Health and Human Services administers the State Abstinence Program funding as authorized and appropriated by Section 510 or the Social Security Act (42 U.S.C § 710), as amended by section 214 of the Medicare Access and Childrenôs Health Insurance Program Reauthorization Act of 2015 (Public Law No. 114-10). This Grant Program authorizes the Family and Youth Services Bureau (FYSB) of the Administration for Children and Familiesô (ACF) Administration on Children, Youth and Families (ACYF) Program under CFDA # 93.235, to provide funding for additional tools to address the rates of teen pregnancy among those groups who are most likely to bear children out of wedlock. The groups include youth, ages 10-19 who are homeless, in foster care, live in rural areas or geographic areas with high teen birth rates, or who come from racial or ethnic minority groups. For that reason, states may fund abstinence education as defined by section 510(b)(2) of the Social Security Act (42 U.S.C. § 710(b)) and/or programs that provide mentoring, counseling, and adult supervision as a means of promoting delayed sexual activity. All programs must ensure that abstinence from sexual activity is an expected outcome. Programs that have demonstrated effectiveness in delaying the initiation of sexual activity or promoting abstinence from sexual activity are encouraged. Projects must focus on the social, psychological and health gains to be realized by delaying initiation of sexual activity and engaging in healthy relationships. Regardless of the program type, no funds can be used in ways that contradict the eight A-H components of Section 510 (b)(2).

The Title V State Abstinence Education Grant Program applications to U.S. DHHS are accepted from each Stateôs authorized representative responsible for the administration of Section 510 with funds dispersed at the Stateôs discretion. Grant allocations awarded to each State are determined by a formula using the Stateôs proportion of low-income children compared to the total number of low-income children in the U.S. based on the most recent Census data for children in poverty. These supplemental Title V funds are the remaining unobligated balances of the amounts appropriated for FY 2016 and 2017 for which no state application was made.

More information on the federal Title V State Abstinence Education Grant Program is available at. http://www.acf.hhs.gov/programs/fysb/programs/adolescent-pregnancy-prevention/programs/aegp.

SCOPE OF GRANT PROPOSAL

The State of South Carolina (SC), South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from state and local public or non-profit organizations who can document their capacity to implement abstinence education and/or mentoring programs which promote delayed initiation of sexual activity of youth ages 10-19 in priority areas of the state as outlined in Table A, (see page 6). The organization(s) must have the documented infrastructure capacity to operate on a cost reimbursement basis.

A. Grant Agreement Period (Program Period and Budget Period):

Applications from all eligible applicants will be considered. The program period and budget periods will begin January 2017, or when all parties have signed the grant agreement, whichever is later, and will end on 9/30/17.

B. Available Funding:

The total dollar amount available under this RFGA totals $315,323.00, based on an approved federal application and availability of federal funds. The dollar amount awarded to the selected applicant(s) will be based on fund availability and the strength of applications submitted in response to the RFGA as determined by the review panel.

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

C. Cost Sharing/Match Requirements:

The federal grant requires SC to fund at least 42.857 percent (3/7ths) of the projectôs total costs with non-federal resources. This match may be state dollars, in-kind supports, local government dollars or private dollars, such as foundation dollars. The SC General Assembly approved 2016-17 provisos to DHEC for state abstinence education programs. DHEC has committed this state funding to provide the state match to meet the federal funding requirements, however the allotted State funds for 2016-17 will not cover the entire match amount required for these Supplemental funds. Therefore, sub-grantees will be required to document in-kind and/or other non-federal match sources to help the state meet $50,536 of the state match requirement.

D. Eligibility:

1. As stated above, applicants must be either a state or local public or non-profit organization who can document their capacity to implement abstinence education and/or mentoring programs which promote delayed initiation of sexual activity of youth ages 10-19 in priority areas of the state as outlined in the Scope of Grant Proposal, item E (see Table A, page 6). The organization(s) must have the documented infrastructure capacity to operate on a cost reimbursement basis.
2. Sexual Education programs that promote the use of contraceptives are NOT ELIGIBLE for funding under this RFGA.
3. Programs supported with these funds must be medically accurate.
4. No Abstinence Education Grant funds can be used in ways that contradict the eight A-H components of Section 510 (b)(2). (see pages 7-8 for A-H components)

E. Service Delivery Area:

SCôs target population is high-risk males and females ages 10-19 who reside in Priority County Areas described below. The groups include youth who are homeless, in foster care, live in rural areas or geographic areas with high teen birth rates, or who come from racial or ethnic minority groups. DHECôs intent for this funding is for abstinence education and/or mentoring programs to impact selected health indicators, to include:

- a lower out-of-wedlock birth rate
- a lower abortion rate
- a reduced number of adolescents 19 years old and younger who engage in sexual intercourse;
- a reduced incidence of STIs; and
- a lower pregnancy rate among teenagers.

Applicants should utilize Table A below to guide in the selection of targeted county/counties for program delivery. Priority areas were designated (1through 6, with 1=highest priority) based on the most recent

three-year rates available for the indicators mentioned above (2012-2014). If counties other than Priority Areas 1 or 2 are included in an applicantôs plan, the applicant must provide justification for the inclusion of lower priority counties.

Planning, service coordination, and communication are encouraged so that only one (1) organization and/or program type is funded in each area with federal resources. Applicantôs program efforts must not duplicate the programs of an existing sub-grantee. Current sub-grantees provide direct services to adolescents in schools and/or community organizations physically located in the following counties: Allendale, Barnwell, Bamberg, Charleston, Cherokee, Greenwood, Greenville, Darlington, Florence, and Dorchester. Efforts should also be made to coordinate plans with prevention services provided by other youth-serving partners to create a multi-pronged approach to teen pregnancy prevention across the state.

Table A: Priority Target County Areas for FY 2016 Title V SC AEGP Funding ï (see next page)

Table A: Priority Target County Areas for FY 2016 Title V SC AEGP Supplemental Funding

Priority Area 1	**Priority Area 2**	**Priority Area 3**	**Priority Area 4**	**Priority Area 5**	**Priority Area 6**
Counties Scoring Above the South Carolina Average Rate ***5 of 5*** *Variables**	*Counties Scoring Above the South Carolina Average Rate* ***4 of 5*** *Variables**	*Counties Scoring Above the South Carolina Average Rate* ***3 of 5*** *Variables**	*Counties Scoring Above the South Carolina Average Rate* ***2of 5*** *Variables**	*Counties Scoring Above the South Carolina Average Rate* ***1 of 5*** *Variables**	*Counties Scoring* ***Below*** *the South Carolina Average Rate* ***5 of 5*** *Variables**
Allendale Colleton Greenwood Orangeburg	Bamberg Barnwell Cherokee Chester Chesterfield Clarendon Darlington Dillon Fairfield Florence Hampton Horry Lee Marion Marlboro Newberry Sumter Union	Abbeville Anderson Charleston Jasper Kershaw Lancaster Laurens McCormick Richland Saluda Spartanburg	Aiken Edgefield Georgetown Oconee Williamsburg York	Calhoun Dorchester Greenville	Beaufort Berkeley Lexington Pickens

*The information above reflects SCôs priority areas for Abstinence Education based on: **(1)** out-of-wedlock birth rates; ages 10-19, **(2)** birth rates; ages 10-19, **(3)** abortion rates; ages 10-19, **(4)** sexual transmitted disease rates; ages 10-19, and **(5)** pregnancy rates; ages 10-19. Rankings are based on 3-year rates by county 2012-2014 for females 10-19 years of age. Data Sources: SCDHEC, Division of Biostatistics and the STI/HIV Prevention Program

F. State Goal and Performance Measures:

The overall goals of SC AEGP are to decrease teen birth rates and teen HIV/STI rates in South Carolina by providing support for school or community based 1) evidence-based, medically accurate, abstinence programs and/or 2) evidenceï based mentoring, counseling, and adult supervision programs using abstinence education and/or mentoring strategies designed to delay the initiation of sexual behavior among youth ages 10-19 residing in priority areas of the state. The program aims to increase the proportion of adolescents postponing sexual activity as a means to prevent teen pregnancy, birth and STIs. 3) The program also aims to increase adult/community support for adolescents to delay sexual activity.

State Performance Measures for FY 2016 include:

1) By September 2017, a minimum of 2000 SC youth ages 10-19 will complete an abstinence program in either a community or school setting in priority areas of SC;
2) By September 2017, a minimum of 300 SC youth ages 10-19 will have been served through a school or community-based Positive Youth Development, abstinence education and/or mentoring, program;
3) By September 2017, 2000 adults will have received information on abstinence education and effectively communicating with youth on sexual health topics; and
4) By June 2017, 60 youth-serving educators will have been offered Sexual Risk Avoidance training/certification opportunity.

This RFGA funding is intended to impact the Stateôs Measure #1 or 2 above.

II. SCOPE OF WORK/SPECIFICATIONS:

A. REQUIRED ACTIVITIES

The successful applicant awarded under this grant application shall:

1. Meet the criteria established in the RFGA to be eligible to receive funding.
2. Submit application and all required attachments by 2:30 pm on November 18, 2016.
3. Develop and submit a detailed program description and implementation plan with goals and objectives and activities. The plan must demonstrate ability to provide abstinence education and/or mentoring programs to youth ages 10-19 in identified Priority Areas in the state (as identified in Table A, page 6).
4. Demonstrate ability to provide successful community and/or school-based programs for youth aged 10-19 that are developmentally appropriate, culturally sensitive, inclusive, and non-stigmatizing.
5. Demonstrate support for school-based programs by providing letters of support from local school superintendents, if applicable.
6. Demonstrate community and/or faith-based support and coordination efforts by providing letters of supports from key stakeholders of youth-serving organizations, if applicable.
7. Ensure that all educational materials that are developed for use in the program are medically accurate (see Appendix C).
8. Ensure that programs planned with these funds do not contradict federal A-H guidelines as defined by Section 510(b) of the Social Security Act, which states that abstinence education must:
    - Have as its exclusive purpose, teaching the social, psychological, and health gains to be realized by abstaining from sexual activity;
    - Teach abstinence from sexual activity outside marriage as the expected standard for all school age children;
    - Teach that abstinence from sexual activity is the only certain way to avoid out of-wedlock pregnancy, sexually transmitted diseases, and other associated health problems;
    - Teach that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity;

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

9. Ensure that curricula and supporting materials are evidence-based or evidence supported.
10. Ensure that programs do not violate any portion of the SC Comprehensive Health Education Act when implemented in a school setting.
11. Compile quarterly reports and program evaluation with unduplicated counts of numbers of youth and adults served.
12. Conduct process and outcome evaluation activities as required by state and federal guidelines.
13. Ensure that DHEC grant agreement terms and conditions are followed during implementation of programs.
14. Funds from this grant may be used to cover costs of personnel, consultants, equipment, supplies, grant-related travel and other grant related costs. Funds must be used in a manner consistent with program requirements outlined in this RFGA.

    No more than 10% of the total dollars requested may be used for indirect costs associated with administrative expenses.

    Please note: Title V AEGP supplemental funds may <u>not</u> be used for the following:

    - To supplant ongoing or usual activities of any organization involved in the project.
    - To support fundraising, political education or lobbying activities.
    - To purchase or improve land, or to purchase, construct, or make permanent improvements to any building.

15. Participate in the statewide AEGP evaluation process.

B. <u>GRANT REQUIREMENTS</u>

1. Funded grantees must allow DHEC on-site for site visits and make records available for review related to financial expenditures, programmatic implementation, and evaluation.

2. The applicant must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:

    a. <u>Financial Management:</u> Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices and other source documentation (balance sheet and profit/loss statement).

b. Program Progress: Review progress in providing abstinence education and/or mentoring programs and expending funds to meet stated project goals.

C. FUNDING RELATED GRANT REQUIREMENTS

1. Administrative charges to the grant are limited to ten percent (10%) of the award.

2. Annual submission of a budget, budget narrative and implementation/work plan is required (see Section II.F., III.B.5, and **Attachment B**).

3. No funds may be used to make cash payments to intended recipients of services.

4. If applicable, organizations must provide a current third party audit that indicates the applicant has the infrastructure and experience to efficiently and effectively manage the funding applied for and reflects the latest completed independent financial audit with the organizationôs response to any identified audit exception. Exception: Non-federal entities that expend less than $750,000 a year in total federal awards from all sources are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available to review or audit by appropriate officials of the federal agency, pass-through entity and US General Accounting Office.

D. GRANT REPORTING REQUIREMENTS

The applicant will provide programmatic and financial reports as required by the AEGP Program. These requirements are:

1. Quarterly Reports

   Selected grantee or grantees will attend quarterly meetings with DHEC AEGP staff for the purpose of providing a written and oral overview of grant agreement efforts for compliance, year-to date achievements, barriers, future programmatic plans, and program sustainability efforts/activities. Quarterly financial expenditure reports must be submitted to the AEGP program by grantees. Periodic site visits may also be conducted.

2. Semi-Annual Reports:

   The selected grantee or grantees will submit to DHEC semi-annual performance reports as required by the federal funding source to include: a program narrative and table of activity results, which will address programmatic efforts; updates associated with achievement of established objectives/goals, fiscal issues and expenditure information; and program evaluation related updates.

   Semi-annual reports are due:

   - By April 15, 2017 ï for the period January 2017 - March 31, 2017
   - By October 15, 2017 ï for the period April 1, 2017 ï September 30, 2017 (dates subject to change based on federal reporting requirements)

3. Additional Documentation and Reporting Requirements:

   Within 15 days after signing the grant agreement, grantee(s) determined to be subrecipients will provide Federal Funding Accountability and Transparency Act (FFATA) information via e-mail to DHEC AEGP staff in accordance with the terms listed in grant agreement.

E. GRANT ACCOUNTABILITY/EVALUATION MEASURES:

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

1. Work with the state evaluator and/or a third party evaluator to utilize proven effective evaluation methodologies and strategies to monitor, measure, and report programmatic progress, achievement, and successes.

2. Participate in a state-level evaluation to coordinate efforts among grantees and monitor effectiveness of the overall AEGP.

3. Assure the confidentiality and data security of client-specific information.

F. GRANT BUDGET

Determination of award(s) will be based on the merits of the proposed projects as put forth in the grant applications and determined by a panel of independent evaluators. DHEC will make available fiscal year funds to fund the awarded applicant(s) in the designated counties to provide abstinence education and/or mentoring programs to youth ages 10-19 who are most likely to bear children out of wedlock.

The grant(s) will be awarded for a period beginning when grant agreements are signed by both parties and ending September 30, 2017. The total dollar amount available will be dependent on federal funds made available and awards made through this RFGA process.

Organizations seeking fiscal support must develop a budget for January 2017-September 2017. The budget must clearly explain how the funds will be used. Up to ten percent (10%) of the total grant may be used for indirect costs associated with administration.

III. INFORMATION FOR APPLICANTS TO SUBMIT - SCORING CRITERIA

Format Requirements:

1. Proposals must be prepared on 8 X 11-inch paper, 12-point font, Times New Roman, 1.5-inch spacing with 1 inch margins and bound in a standard 3-ring binder. Pages should be printed on one side and numbered.
2. Information must be provided in the order in which it is requested.

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

To be considered for award, all proposals must include, at minimum, responses to the information requested in this section. Scoring points associated with each section are noted in parentheses. Entities applying should restate each of the items listed below and provide their response immediately thereafter.

ALL INFORMATION SHOULD BE PRESENTED IN THE LISTED ORDER:

A. COVER LETTER ï the cover letter must include the following information:

- Å A summary of the applicantôs ability to perform the services described herein and a statement that the applicant is willing to perform those services and enter into a grant agreement with DHEC (see Attachment A ï Draft Grant Agreement).
- Å The cover letter must be signed by a person who has the authority to commit the organization to a grant agreement.
- Å Service Area: The location of proposed program delivery with County/counties and zip codes(s).
- Å Curriculum: List of proposed curriculum, version, and all support materials to be used for the project.
- Å Budget amount: requested amount.
- Å Contact Person Information: Name, address, phone number, email address.

B. TABLE OF CONTENTS

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

1. Organizational History, Experience and Qualifications
2. Program Description
3. Implementation Plan with Goals and Objectives
4. Reporting and Evaluation
5. Budget and Budget Narrative
6. Program Assurances

1. ORGANIZATIONAL HISTORY, EXPERIENCE AND QUALIFICATIONS (10 POINTS TOTAL)

- Describe the length of time the organization has been in existence and its previous experience in serving youth in the Priority Area(s) chosen.

- List name and version of the curriculum to utilized and describe all support materials to be used while implementing an abstinence education and/or mentoring program.

- Demonstrate the ability to begin provision of services within thirty (30) days of grant execution.

- Describe how the applicant will track program income, revenue, and expenditures.

- Submit a Certificate of Existence, also known as a Certificate of Good Standing, from the Secretary of State. This certificate states that an entity is in good standing with the Secretary of State's Office, and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the Department of Revenue. The Certificate can be requested via: https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx

- List any lawsuits that have been filed against the applicant for all services related to the services that will be provided under this Title V AEGP supplemental grant. Include the status and a background on the claim.

2. PROGRAM DESCRIPTION (20 POINTS TOTAL)

List and describe the abstinence education and/or mentoring program to be provided with AEGP funds and how many youths will be served. Projects must focus on the social, psychological and health gains to be realized by delaying initiation of sexual activity and engaging in healthy relationships.

Describe the staffing needed to provide the services planned.

Identify selection of service area.

List the schools, faith-based, and/or other youth-serving community-based organizations with which your agency will collaborate.

Include how you will provide parents of the youth to be served with the opportunity to preview the curriculum and obtain permission to serve their children.

3. IMPLEMENTATION PLAN WITH GOALS AND OBJECTIVES (50 POINTS TOTAL)

Describe how your program will provide abstinence education and/or mentoring services to youth populations that are the most high-risk or vulnerable for pregnancies or otherwise have special circumstances. ACYF recognizes youth that are the most high-risk or vulnerable for pregnancies to include culturally underrepresented youth populations, youth in or aging out

of foster care or adjudication systems, pregnant or parenting teens and runaway/homeless youth. Identify and describe the youth population to be served.

Detail service recipient involvement in choosing program to be provided and in ongoing assessment of the program.

Provide evidence of the abstinence education and/or mentoring programôs effectiveness for the chosen population. There is a growing body of literature on effective interventions for reducing teen pregnancy. These interventions range in program models and target populations. Applicants are encouraged to utilize an evidence-based approach and/or effective strategies that have demonstrated impacts on delaying initiation of sexual activity. Applicants are encouraged to select and implement programs with proven effectiveness for the target populations to be served. It is recommended, but not required that the applicant refer to these programs that were found to be effective at preventing teen pregnancies and reducing sexually transmitted infections: http://tppevidencerevew.aspe.hhs.gov/EvidencePrograms.aspx

Programs must be medically accurate and age-appropriate with regard to the developmental stage of the intended audience.

Describe how the program considers the needs of lesbian, gay, bisexual, transgender, and questioning youth. Programs should be inclusive and non-stigmatizing towards such youth and must not express a judgement with regard to sexual orientation or seek to influence the beliefs of participants with respect to sexual orientation or gender identity.

Describe how harassment based on race, sexual orientation, gender, gender identity (or expression), religion and national origin will be prohibited. Staff should be trained to prevent and respond to harassment or bullying in all forms.

Describe how staff will promote a trauma-informed approach, which involves understanding and responding to the symptoms of chronic interpersonal trauma and traumatic stress, as well as the behavioral and mental health consequences of trauma.

Describe services that any formal partners will be providing and their role towards accomplishing state objectives. Describe how your organization will collaborate with these partners while providing abstinence education and/or mentoring programs within the area to be served.

Clearly define goals and objectives based on state goals and objectives (see page 6). Utilize SMART format for stating objectives to describe the projectôs reach and impact (Specific, Measurable, Achievable, Relevant and Timed).

Describe any potential barriers or problems and your consideration of them.

4. REPORTING AND EVALUATION (10 POINTS TOTAL)

Describe the experience the organization has in record keeping of when and how services are provided, and evaluating programs to the target population.

Describe the system your agency will use to collect demographic, service provided data, and qualitative data; and to evaluate its success in responding to the identified needs and providing cost-effective services.

Define protocols and timelines for data collection and reporting.

5. BUDGET NARRATIVE AND SUMMARY (10 POINTS TOTAL)

Organizations seeking fiscal support must develop a budget for January 2017-September 2017. The budget must clearly explain how the funds will be used. Up to ten percent (10%) of the total grant may be used for indirect costs associated with administration.

- Budget Narrative: Applicants must provide detailed narrative justifications for all planned expenditures by budget category (e.g., Personnel Related Expenses and subcategories (e.g., salary & wages). The justification must define all key program personnel by name, position title, qualifications (including education and experience), primary program function, linkage to one or more annual performance objectives, and percentage of time on the project.
- Budget Summary: A sample budget summary is provided (see Attachment B)
- Allowable Budget Categories:
  - Personnel related expenses ï to include salary, wages and fringe benefits
  - Operational expenses ï to include contractual, equipment, supply and travel (All travel related expenses must adhere to SC governmental state guidelines.)
  - Indirect Expenses ï Note: if you utilize an indirect cost rate, you must provide a copy of the approved indirect cost rate letter from your federal cognizant agency, or an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Applicants without a federally negotiated indirect rate may elect to utilize a *de minis* indirect cost rate of 10% of direct costs. https://www.federalregister.gov/d/2013-30465/p-

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

6. PROGRAM ASSURANCES

a. Applicants must provide a letter of certification that an independent review has been conducted of the defined program curriculum and that the information contained does not contradict federal A-H guidelines as defined by Section 510(b) of the Social Security Act. (See Section II. A. 8)

b. Applicants must provide certification stating that the program/curriculum defined within the application packet is medically accurate. Certification must be dated prior to submission of the application packet. (see Appendix C ï Medically Accuracy Guide).

c. Applicants must provide documentation that curriculum and supporting materials are evidence-based or evidence-supported. Applicants are encouraged to utilize an evidence-based approach and/or effective strategies that have demonstrated impacts on delaying initiation of sexual activity. Applicants are encouraged to select and implement programs with proven effectiveness for the target populations to be served. It is recommended, but not required that the applicant refer to these programs that were found to be effective at preventing teen pregnancies and reducing sexually transmitted infections: http://tppevidencerevew.aspe.hhs.gov/Evidence Programs.aspx

d. Applicants must provide assurance that the program will not violate any portion of the SC Comprehensive Health Education Act if implemented in a school setting.

e. School District letters of support (if applicable)

f. Community partner or Faith-Based partner letters of support (if applicable)

g. Completed W-9 Form

h. Third Party Audit proof (if applicable)

i. Other letters of support (optional)

Attachments:

A. Draft Grant Agreement
B. Budget Summary Example
C. Medical Accuracy Guidance
D. Procedure for Dispute Resolution
E. Service Area Chart

Attachment A

Draft Grant Agreement

GRANT AGREEMENT (DRAFT)

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

NAME OF GRANTEE

This Grant Agreement by and between the South Carolina Department of Health and Environmental Control, Bureau of Maternal and Child Health (DHEC) and Name of Grantee (Grantee), is to provide localized abstinence education and/or mentoring programs which promote delayed initiation of sexual activity in youth, in keeping with Section 510(b)(2) of the Social Security Act and as outlined in DHECôs Agency Funding Opportunity Number FY2016-RFGA-MC-606 Request for Grant Applications (Addendum).

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The parties to this grant agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide localized abstinence education and/or mentoring programs in accordance with all requirements stated herein, as outlined in the Addendum and the Granteeôs application response. The Grantee must receive prior DHEC approval of the targeted geographical locations in which the Grantee plans to provide services in order to ensure there shall be no duplication of effort of another grantee. The Grantee shall begin implementation and monitoring of all aspects of its project and document progress made toward achievement of identified efforts, activities, deliverable, objectives and goals according to granteeôs work plan.

B. TERM OF GRANT AGREEMENT:

This Grant Agreement shall be effective January 9, 2017 or when all parties have signed, whichever is later, and shall terminate September 30, 2017. Only work done in accordance with the effective dates of this Grant Agreement will be compensated.

Grantee acknowledges that, unless excused by Section 11-57-320, if Grantee is on the then-current Iran Divestment Act List as of the date of any Grant Agreement renewal, the renewal will be void ab initio.

C. COMPENSATION:

1. DHEC agrees to reimburse the Grantee for the provision of services as described in Section A. up to the amount of $_____ for the budget period of January 9, 2017 or when all parties have signed, whichever is later, through September 30, 2017.

2. In no event will the total amount to be paid under this Grant Agreement exceed $_____ for the grant agreement period of January 9, 2017 or when all parties have signed, whichever is later, through September 30, 2017.

3. DHECôs financial obligations to the Grantee are limited by the amount of Federal funding awarded in Section C.1.-2.

4. Travel:

   a. Granteeôs travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this Grant Agreement and will be included within the maximum amount of the Grant Agreement.

      (Reference: http://www.state.sc.us/dio/OIOTravelRegulations.htm)

   b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at http://www.gsa.gov.

   c. Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for Grant Agreement reimbursements of out-of-state travel, Grantee must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

5. Under no circumstances may a recipient of funding use Federal funds or matching funds under this award to support inherently religious activities, including, but not limited to, religious instruction, worship, prayer, or proselytizing (45 CFR Part 87).

D. METHOD OF PAYMENT:

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

1. The invoice must include the name and address of the Grantee, the Grant Agreement Number, a brief description of the Scope of Services provided, the period covered, an itemized listing of expenses incurred with categorical break-out as required by the DHEC program, the total

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amount of the reimbursement, and supporting documentation for expenditures as required by DHEC (balance sheet and/or profit and loss statement).

2. Reimbursement will be for actual allowable costs incurred. Only expenditures incurred during the Grant Agreement period can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Mail requests for payment to S.C. Department of Health and Environmental Control, Lisa Hobbs, Program Manager, 2600 Bull Street, Columbia, S.C., 29201.

3. Source of Funds: FUNDING FOR THIS GRANT AGREEMENT IS FROM THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENTCY ACT (FFATA)- a. CFDA Number 93.235

b. Grant Title (Verbatim): Abstinence Education Grant Program

c. Grant Number 1601SCAEGP

d. Grantor: U.S. Department of Health and Human Services, Administration for Child & Families

e. DHECôs Point of Contact for financial information regarding payments made under this Grant Agreement:

Ronnie Belleggia
Bureau Director
Bureau of Financial Management
2600 Bull Street, Columbia, SC 29201

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E. <u>REPORTING REQUIREMENTS:</u>

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

1. Attend quarterly meetings with DHEC AEGP program staff for the purpose of providing an oral overview of grant agreement efforts for compliance, year-to-date achievements, barriers, future programmatic plans, and program sustainability efforts/activities. Quarterly financial expenditure reports must be submitted.

2. <u>Semi-Annual Federal Reports</u>: The grantee will submit to DHEC semi-annual performance reports to include: a program narrative and table of activity results, which will address programmatic efforts; updates associated with achievement of established objectives/goals, fiscal issues and expenditure information; and program evaluation related updates. Reports from all grantees will assist in compilation of the stateôs federal report. Semi-annual reports are due to DHEC AEGP staff:

Å By April 15, 2017 ï for the period January 2017 - March 31, 2017

Å By October 15, 2017 ï for the period April 1, 2017 ï September 30, 2017 (dates subject to change based on federal reporting requirements)

F. TERMS AND CONDITIONS:

1. MINORITY BUSINESS: Grantee must make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.

2. SUBGRANT AGREEMENTORS: Grantee shall not subcontract any of the work or services covered by this Grant Agreement without the prior written approval of DHEC.

3. ASSIGNMENT: Grantee cannot assign or transfer the Grant Agreement or any of its provisions without DHECôs written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Grantee is considered an assignment.

4. AMENDMENTS: The Grant Agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the Grant Agreement.

5. RECORDKEEPING, AUDITS, & INSPECTIONS: Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years or other longer period required by law after the end of the Grant Agreement period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant Agreement with no further obligation on the part of DHEC.

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

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

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6. TERMINATION:

a. Either party may terminate this Grant Agreement by providing thirty (30) days written notice of termination to the other party.

b. DHEC may terminate this Grant Agreement by providing thirty (30) days written notice of termination to the Grantee.

c. DHEC funds for this Grant Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Grant Agreement, it shall terminate without any further obligation by DHEC upon written notice to Grantee. Unavailability of funds will be determined in DHECôs sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Grant Agreement.

d. DHEC may terminate this Grant Agreement for cause, default, or negligence on the Granteeôs part at any time without thirty days advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.

7. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

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8. INSURANCE: During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Granteeôs activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any ñclaims madeò coverage for a minimum of two years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. Neither party will provide individual coverage for the other partyôs employees, with each party being responsible for coverage of its own employees.

9. DRUG FREE WORKPLACE: By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 *et seq*., as amended.

10. STANDARD OF CARE: Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Grantee and Granteeôs employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.

11. NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY: Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorneyôs 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, Grant Agreement, equitable indemnification, or any other theory or claim.

12. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Agreement.

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13. CHOICE OF LAW: The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

14. DISPUTES: All disputes, claims, or controversies relating to the Grant Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-3510 *et seq*., to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Grant Agreement, Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DHEC regarding the Grant Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

15. DEBARMENT: Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of Grant Agreements by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Grant Agreement for cause in addition to other remedies available.

16. SERVICE OF PROCESS: Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Granteeôs Notice Address herein, or by

personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

17. NOTICE: All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

GRANTEE:
Name
Address
Phone: ( ) ___-____
Fax: ( ) ___-____
E-mail:

DHEC:
Lisa Hobbs
Abstinence Education Program Manager
SC Department of Health & Environmental Control Bureau
of Maternal and Child Health
Box 101106, Columbia, SC 29211 Phone: (803) 898-0811 Fax: (803) 898-2065
hobbslb@dhec.sc.gov

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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 personôs successor, if known, at the same address.

18. COMPLIANCE WITH LAWS: Grantee shall comply with all applicable laws and regulations in the performance of this Grant Agreement.

19. THIRD PARTY BENEFICIARY: This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third party beneficiary or otherwise.

20. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State Grant Agreements against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Grant Agreement. (b)

Termination. This Grant Agreement is voidable and subject to immediate termination by DHEC upon Granteeôs insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

21. SEVERABILITY: The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

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

23. PLACE OF GRANT AGREEMENTING: This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.

24. ATTACHMENTS/ADDENDA: Attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement.

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25. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:
DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §37293733, and other ñwhistleblowerò statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal Grant Agreements or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHECôs policies and procedures regarding false claims may be obtained from DHECôs Grant Agreements Manager or Bureau of Business Management.

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

If Grantee or Granteeôs agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be

made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or tollfree at 1-866-206-5202. Grantee is required to inform Granteeôs employees of the existence of DHECôs policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Granteeôs 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 Grant Agreements or grants, or danger to public health or safety, in the predominant native language of the workforce.

26. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents and warrants:

a. Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Grant Agreement.

b. Granteeôs execution and performance of this Grant Agreement do not violate or conflict with any other obligation of Grant Agreement.

c. Grantee has no conflict of interest with its obligations under this Grant Agreement.

d. Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.

e. Grantee is a specify entity type, e.g., corporation/limited liability company/other _____] duly organized, validly existing and in good standing under the laws of and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Grant Agreement.

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27. CONFIDENTIALITY:

a. Grantee 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, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Granteeôs employee or agent to be claimed as confidential or entitled to confidential treatment.

b. Grantee will not, unless required to perform its responsibilities under this Grant Agreement or required by law (as determined by a court or other governmental body with authority):

1. access, view, use, or disclose confidential information without written authorization from DHEC;

2. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or

3. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.

c. Grantee will direct any request it receives for confidential information obtained through performance of services under this Grant Agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Grant Agreements Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt**.** If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.

d. Grantee must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law. If Grantee is a business associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Grantee will sign and comply with DHECôs Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Grantee and Granteeôs employees, agents, and subcontractors to sign DHEC Form #321A, the DHEC Contract Confidentiality Agreement, to protect information contained in a particular DHEC program area.

e. Grantee must immediately notify the DHEC Compliance Officer at 803-898-3318 and the DHEC Grant Agreements Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify DHEC of any suspected or actual breach of security of an individualôs 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. Granteeôs obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.

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

29. INDEMNIFICATION:
ñClaimsò in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Grant Agreement, and to the fullest extent permitted by law, Grantee shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Grant Agreement or, in whole or in part, in the performance of services pursuant to this Grant Agreement. Further, Grantee shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Granteeôs breach of this Grant Agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this Grant Agreement. Grantee shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorneyôs fees incurred by defending such claims. DHEC shall provide timely written notice to Grantee of the assertion of the claims alleged to be covered under this clause. Granteeôs obligations hereunder are in no way limited by any protection afforded under workersô compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Grant Agreement.

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30. IRAN DIVESTMENT ACT- CERTIFICATION. (a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to S.C. Code Section 1157-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at http://procurement.sc.gov. (b) By entering into this Grant Agreement, Grantee certifies that, as of the execution and effective date of the Grant Agreement, Grantee is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Grant Agreement.

IRAN DIVESTMENT ACT ï ONGOING OBLIGATIONS. (a) Grantee must notify the DHEC Grant Agreements Manager immediately if, at any time during the Grant Agreement

term, Grantee is added to the Iran Divestment Act List established pursuant to S.C. Code Ann. Section 11-57-310. (b) Consistent with Section 11- 57-330(B), Grantee shall not Grant Agreement with any person to perform a part of the services under this Grant Agreement, if, at the time Grantee enters into the subcontract Agreement, that person is on the then-current version of the Iran Divestment Act List.

31. OPEN TRADE REPRESENTATION: Grantee represents that Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-355300.

OPEN TRADE: During the Grant Agreement term, including any renewals or extensions, Grantee will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.

32. RETURN OF FUNDS: Any funds paid by DHEC and not used for completion of services in accordance with this Grant Agreement shall be returned to DHEC.

33. REVISIONS OF LAW: The provisions of the Grant Agreement are subject to revision of State or federal regulations and requirements governing the Abstinence Education Grant Program.

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

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: _____
Linda E. Johnson, RN, BSN, MPA
Interim Director
Bureau of Maternal & Child Health

DATE: _____

MAILING ADDRESS:
SC DHEC - Public Health Grant Agreements
Bureau of Business Management
2600 Bull Street
Columbia, SC 29201
803-898-3501

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

GRANTEE NAME

BY: _____

_____
(Title)

DATE: _____

MAILING ADDRESS:

Phone: ( ) ___-____
Fax: ( ) ___-____
E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: _____

TYPE OF ENTITY (check one):
- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Nonprofit organization
- ☐ Government agency or political subdivision
- ☐ Other Governmental body (specify)
- ☐ Individual/sole proprietor
- ☐ Other (specify) _____

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:
_____

Registered agent and address in South Carolina:
_____
_____
_____

SCDLLR or other license #_____

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Attachment B

Budget Template

12 Month - Budget Summary Example

12 - Month Budget Template (Oct 1, 2016 – Sept 30, 2017)							Federal	[redacted]	Total
Personnel Related Expenses:									
1	**Salary & Wage Cost:**						**$12,600**	[redacted]	**$12,600**
a.		John Smith	$1,000	12	$12,000	25%	$3,000	[redacted]	$3,000
		Function: This position provides direct oversight and administration for the project						[redacted]	
b.		Tom Jones	$800	12	$9,600	100%	$9,600	[redacted]	$9,600
		Function: This position provides administrative support for the project						[redacted]	
2	**Fringe Benefit Cost:**						**$4,032**	[redacted]	**$4,032**
	32% of total salary and wage cost							[redacted]	
3	**In Direct Cost:**						**$1,890**	[redacted]	**$1,890**
	10% of total salary & wage cost							[redacted]	
Total Personnel Related Expenses							**$18,522**	[redacted]	**$18,522**
Operational Expenses:									
1	**Grant Agreement Cost:**						**$25,302**	[redacted]	**$25,302**
a.		ABC Baptist Church (XXX County) staff time and meeting space					$12,000	[redacted]	$12,000
b.		XYZ Middle School (XXX County) staff time and class room					$13,302	[redacted]	$13,302
2	**Equipment Cost:**						**$2,000**	[redacted]	**$2,000**
a.		1-tablet (IPAD), plus monthly air card fee, to support Ab Ed Educational Specialist working in XXX County. ($656 plus $12 times 12 months)					$800	[redacted]	$800
b.		1-office computer system to be used by Administrative Support Specialist (HP740)					$1,200	[redacted]	$1,200
3	**Supply Cost:**						**$26,250**	[redacted]	**$26,250**
a.		General Office: $50 per month times 1.25 FTEs times 12 months FTE # FROM EXAMPLE ABOVE					$750	[redacted]	$750
b.		Program Materials: Training supplies ($5 times 2,500 students) and curriculum toolkits ($250 times 2 sets) for teachers.					$13,000	[redacted]	$13,000
	c.	Evaluation Materials: ($5 times 2,500 students)					$12,500	[redacted]	$12,500
4	**Travel Cost:**						**$3,530**	[redacted]	**$3,530**
a.		In-State: 500 X 12 months X 1-staff member working in XXX County at $.355 per mile					$2,130	[redacted]	$2,130
b.		Out-Of-State: Federal XXX Meeting or National Ab Ed Conferences $60 - Ground Transportation (to and from airport) $652 - Air Transportation $560 – Lodging ($140 X 4 Nights) $128 – Meals ($32 per day at 4 days) 1-Event and 1-Staff Member Traveling					$1,400	[redacted]	$1,400
Total Operating Expenses							**$19,280**	[redacted]	**$19,280**
Total Projected Budget							**$37,802**	[redacted]	**$37,802**

DRAFT

ACYF/FYSB

Abstinence Education Grant Program

Medical Accuracy Guidance

AEGP Medical Accuracy Resource Guidance

Section 510 of the Social Security Act requires all States to certify that ñall abstinence education materials that are presented as factual be grounded in scientific research.ò This guidance provides a working definition of medical accuracy as well as a tip sheet for a medical accuracy review process as well as resources for additional guidance, instruction, and scientifically supported information to assist states in conducting medical accuracy reviews.

Potential for Review

We ask all grantees to monitor and document the medical accuracy review process. FYSB may request documentation of medical accuracy reviews from grantees as a resource to both help monitor

existing program and improve the overall Teen Pregnancy Prevention Division medical accuracy review process.

ACF Liability

ACF does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, link, product, or process disclosed in information included herein. ACF does not intend to provide specific medical advice, but we may provide grantees with information. ACF encourages all grantees to consult qualified health care providers and or medical evaluators when assessing programmatic medical accuracy.

Defining Medical Accuracy and the Legislative Requirements

Medical Accuracy

Medical accuracy means that medical information must be ñverified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals, where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete.ò If States choose to teach values-based perspectives, it is permissible under this statute. However, a State may not present information as factual when it reflects a value or opinion instead of fact. The requirement for States receiving funding under section 510 of the Social Security Act is that they will certify that ñall abstinence education materials that are presented as factual will be grounded in scientific research.ò This certification pertains to any materials presented by sub-awardees of the State as well. The 2010 Funding Opportunity Announcement (FOA) included specific instructions for certifying medical accuracy.

Section 317P(c)(2) of the Public Health Service Act

Mass produced educational materials that are specifically designed to address sexually transmitted diseases/infections (STDs/STIs) are required by section 317P(c)(2) of the Public Health Service Act (42 U.S.C. §247b-17(c)(2)) to contain medically accurate information regarding the effectiveness or lack of effectiveness of condoms in preventing the STDs/STIs the materials are designed to address. In general, information on contraceptives, if included, must be medically accurate, objective, complete, and should include information on the effectiveness or lack of effectiveness of the type of contraception discussed in the curriculum.[1]

Applicants must sign the assurance contained in *Appendix B* of the AEGP Funding Opportunity Announcement (FOA) and submit it with their application for funding.

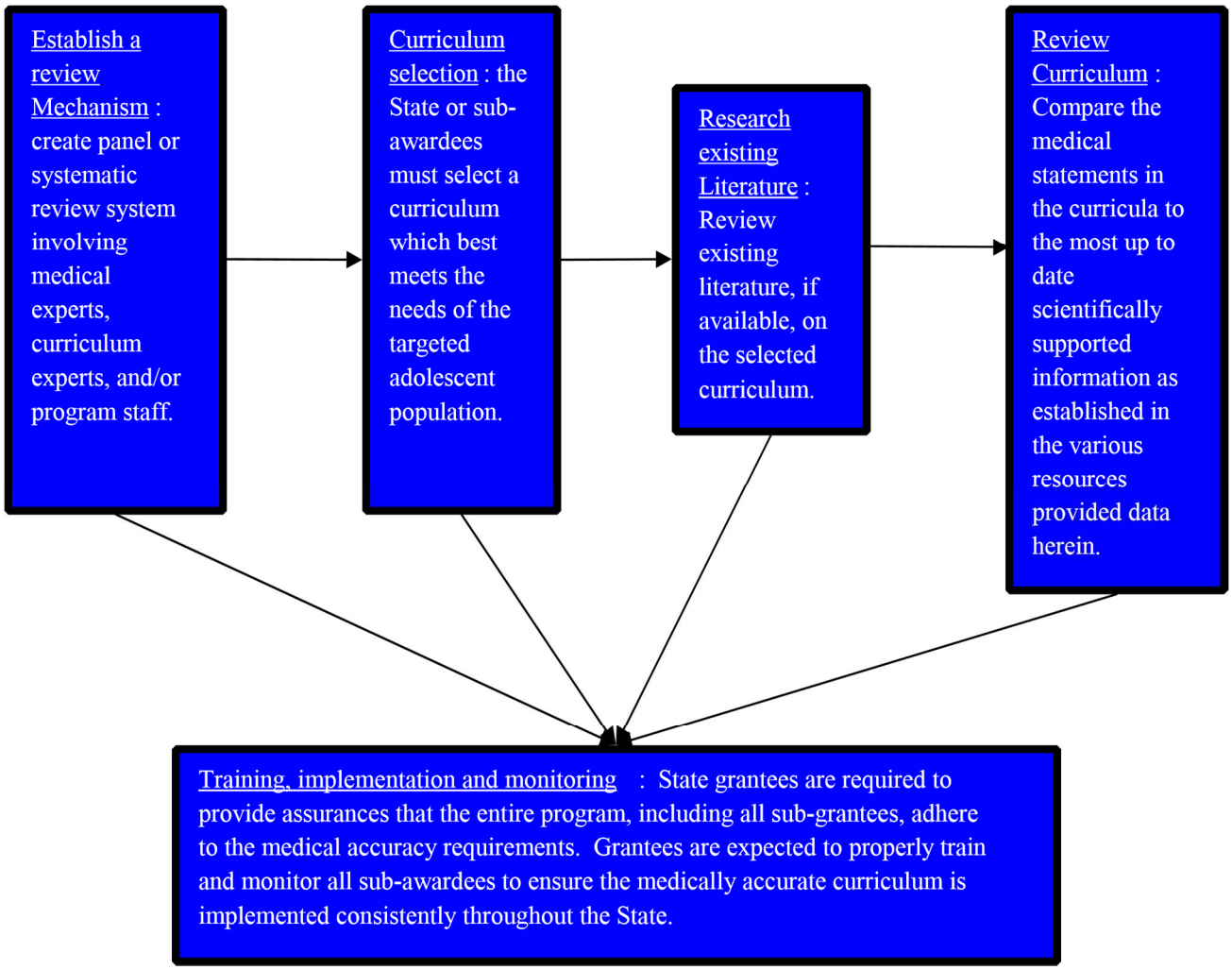
Should ACYF/FYSB find medically inaccurate information during the review process, or at any time during the grant project period(s), grantees will be required to correct the inaccuracies.

[1] For more information please see: U.S. Government Accountability Office Decision V-3018128, ñAbstinence Education: Applicability of Section 317P of the Public Health Service Act.ò 2006.

Tip Sheet

1. **Establish a review mechanism**: One systematic way to review materials is using panels of experts. We recommend creating a panel to establish a review system involving medical experts, curriculum experts, and/or program staff. You may wish to ask sub grantees to establish panels at the program level. If the requirement is ñpassed-onò to the local program level, the State grantee should specify minimum panel composition requirement(s) that address how to set up a panel and who is qualified to serve as a ñmedical accuracy panel reviewer.ò Requirements might address the number of panelists, meeting procedures, proposed panelistsô credentials, certifications, licenses, organizational affiliations, etc. As a monitoring check on this, States may require the sub-grantee to submit a panel membership roster and/or provide minutes or summaries of panel meetings. There should be some documentary evidence that local programs deliberate on the accuracy of their instructional program via these proposed panels.
2. **Curriculum selection:** the State or sub-awardees must select a curriculum which best meets the needs of the targeted adolescent population(s). Selection should be justified and open so that sub-grantees and others are aware of approval processes, proposed requirements to constitute panels, and other procedural guidance including ñaccuracyò review panel meeting notices and minutes. Some states may have regulations that mandate openness or transparency in these types of decisions by publicly funded entities. Grantees should adhere to those internal agency obligations and relevant state regulations that govern advisory groups.
3. **Research existing literature**: Review existing literature, if available, on the selected curriculum. Many curricula for pregnancy prevention have been reviewed and findings are frequently available. Grantees are encouraged to consider due diligence and at a minimum review and/or validate publishersô claims regarding their curriculum content.
4. **Review curriculum**: Compare the medical statements of fact in the curricula including: texts, supplements, workbooks, and other educational materials (videos, flyers, handouts, posters, flash cards, etc.) to the most up to date scientifically supported information as established in the various resources provided. Where appropriate, we encourage you to consult directly with program developers or publishers to ensure medical accuracy.
5. **Training, implementation and monitoring**: State grantees are required to provide assurances that the entire program, including all grantees, adhere to the medical accuracy requirements. Grantees are expected to properly train and monitor all sub-awardees to ensure that a medically accurate curriculum is implemented consistently throughout the State. It may be appropriate to train sub-awardees on the panel review procedures, or obtaining other evidence to support accuracy reviewing

Tip Sheet Flow Chart Format



Resources

The list of resources is available to assist grantees in verifying medical information or making recommendations for sub-awardees regarding the medical information in their program materials. Suggested resources include fact sheets, publications, news releases, reports and websites of government agencies.

Centers for Disease Control and Prevention (CDC)

- Adolescent Health Related Information: http://www.cdc.gov/HealthyYouth/index.htm

- Adolescent Health:
  http://www.cdc.gov/HealthyYouth/AdolescentHealth/index.htm

- Sexual Risk Behaviors:
  http://www.cdc.gov/HealthyYouth/sexualbehaviors/index.htm

- Youth Risk Behavior Surveillance System (YRBSS):
  http://www.cdc.gov/HealthyYouth/yrbs/index.htm

- National Prevention Information Network:
  http://www.cdcnpin.org/

- Sexually Transmitted Diseases:
  http://www.cdcnpin.org/scripts/std/index.asp

- Parents Matter:
  http://www.cdcnpin.org/parentsmatter/index.asp

- Reproductive Health Data and Statistics (including teen pregnancy):
  http://www.cdc.gov/reproductivehealth/Data_Stats/index.htm#TeenPreg

- Sexually Transmitted Diseases Related Information (fact sheets, treatment guidelines, reports, etc):
  http://www.cdc.gov/std/

- Teen Pregnancy Related Information:
  http://www.cdc.gov/TeenPregnancy/index.htm

National Institutes of Health (NIH)

- Sexually Transmitted Diseases Related Information:
  http://health.nih.gov/topic/SexuallyTransmittedDiseases/WomensHealth

- Teenage Pregnancy Related Information:
  http://health.nih.gov/topic/TeenagePregnancy/ReproductionandSexualHealth

- U.S. National Library of Medicine (Medline Plus): http://www.nlm.nih.gov/medlineplus/

- Birth Control: http://www.nlm.nih.gov/medlineplus/birthcontrol.html

- Teenage Pregnancy: http://www.nlm.nih.gov/medlineplus/teenagepregnancy.html

WomensHealth.Gov

- Birth Control Related Information: http://www.womenshealth.gov/faq/birth-control-methods.cfm

- Menstruation and Menstrual Cycle Related Information: http://www.womenshealth.gov/faq/menstruation.cfm

- Sexually Transmitted Infections Related Information: http://www.womenshealth.gov/faq/sexually-transmitted-infections.cfm

MedicalAccuracy.org
http://www.medicalaccuracy.org/internet-resources

Attachment D

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 ñrequestor.ò

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

B. **Award to an Applicant.** A requestor with a dispute regarding the Notification of Award shall email, fax or mail a Notification of Appeal to the Grant Program Manager within ***five (5) 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 Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the requestor. If the requestor is not satisfied with the decision rendered by the Grant Program Manager, the requestor shall e-mail or fax written notification to the Program Area Director within ***three (3) business days*** of the date of the written response from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the requestor within ***three (3) business days***. The written decision will be final and may not be further appealed by the requestor.

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

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

A. **Applicability**. These procedures shall apply to controversies between DHEC and a grantee when the grantee disagrees with DHECôs evaluation of an expenditure by the grantee as ñnot allowedò under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a grantee of an awarded grant.

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

* *Contacts are listed below:*

Grant Program Manager:	**Program Area Director:**
Lisa Hobbs	Lisa Davis
SCDHEC	SCDHEC
2600 Bull Street	2600 Bull Street
Columbia, SC 29201	Columbia, SC 29201
Phone: (803) 898 -0811	Phone: (803) 898-0804
Fax: (803) 898-2065	Fax: (803) 898-0557
(HobbsLB@dhec.sc.gov)	(DavisL@dhec.sc.gov)

ADDENDUM
To
Grant Agreement

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S
Federal Title V Abstinence Education Grant Program
Supplemental Funding Opportunity FY2016

RFGA Number: FY2016-RFGA-MC-606
10-25-2016

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