

**South Carolina Department of Health and Environmental Control
State Abstinence Education – Evidence-Based Programs (Proviso 34.50)
FY 2015 Grant Year**

REQUEST FOR GRANT APPLICATIONS (RFGA)

State Proviso 34.50

Posting Date: August 28, 2014

ATTENTION! IMPORTANT DETAIL!

**Your application must be submitted in a sealed package. (Original + 2 copies marked as “Copy”)
RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.**

Deadline/Closing Date for Applications:	September 12, 2014 - By 2:30 PM EST
RFGA Number: FY2015-RFGA-CY-501	

Submit your sealed package to either of the following addresses:	
<u>MAILING ADDRESS:</u> DHEC ó Public Health Contracts Bureau of Business Management 2600 Bull Street Columbia, SC 29201	<u>PHYSICAL ADDRESS:</u> DHEC ó Public Health Contracts Bureau of Business Management Columbia Mills Building - 4 th Floor 301 Gervais Street Columbia, SC 29201 See additional Physical Address Information below

Number of Copies to be submitted: One (1) original and two (2) copies marked as “Copy”

DHEC offers this Request for Grant Applications (RFGA) for the funds administered by DHEC for the State of South Carolina from the South Carolina Legislative Proviso 34.50 (DHEC: Abstinence-Until-Marriage Evidence-Based Programs). Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives as required and stated herein. The use of these funds is subject to all 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 Applications period and will be evaluated by independent evaluators based on the award criteria stated in the solicitation.

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC) to accept grant applications to provide abstinence-based education services and/or activities in accordance with all provisions and requirements as stated herein.

The total dollar amount available under this RFGA is \$546,972.00.

Eligibility:

1. Applicant must be a non-profit 501(c)(3) agency that is committed to and experienced in providing abstinence-until-marriage program services using the program/curricula for which funding is being applied.

2. Applicant must provide certification from a government or private agency that the program/curricula defined within the RFGA application packet is medically accurate. Certification must be dated prior to submission of the application packet.
3. Applicant must provide certification from the National Abstinence Education Association (NAEA) that the program/curricula defined within the RFGA application packet is consistent and in compliance with the federal A-H Title V, Section, 510 definition of abstinence education. Certification must be dated prior to submission of the application packet.

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 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 September 12, 2014 by 2:30 P.M. EST

Questions & Answers: Questions will be accepted until 5:00 P.M. EST, September 2, 2014. All questions must be submitted in writing to Owens Goff at gofflo@dhec.sc.gov. Responses will be posted September 4, 2014 by 5:00 PM EST.

Available funding Date: Contingent upon available funds, anticipated to be awarded by the State of South Carolina, no later than October 1, 2014.

Final selection of all successful applicants are anticipated to be made and notifications released by September 22, 2014. Final Grant Agreements will be executed to be effective when signed by the grantee and DHEC.

A draft copy of the Grant Agreement is attached to the RFGA.

Budget Form for State Abstinence Education – Evidence-Based Programs (Proviso 34.50) Applications: Every application must be accompanied by a budget template and a statement that the project can be carried out for the budget requested. A budget template is attached in Attachment B. Applications received without a budget proposal will be rejected and not reviewed by the review panel.

For more information about this Request for Grant Application process, please visit our website at <http://www.scdhec.gov/Health/ChildTeenHealth/Teens/AbstinenceEducation/>.

Additional Physical Address Information:

Vendors 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, vendors are to proceed from the front of the building to the left side (canal side). Park in either the lower or upper deck of the two-level parking garage.

Adjacent to the first floor parking garage is a glass door with a SC DHEC logo. This entrance is locked at all times. Press the intercom button in order to request entrance to the building. The door will be opened by the Agency 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 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 applications date/time stamped. The deadline for applications is identified on this Cover Page. Please plan accordingly; deadline times will not be adjusted.

South Carolina Department of Health and Environmental Control
State Abstinence Education Program
Request for Grant Applications (RFGA) – Evidence-Based Programs (Proviso 34.50)
RFGA Number: FY2015-RFGA-CY-501

I. Scope of Grant Proposal:

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC) to solicit proposals from non-profit 501(c)(3) agencies committed to and experienced in providing abstinence-until-marriage program services in accordance with all provisions and requirements stated herein.

A. Grant Agreement Period:

Abstinence-until-marriage evidence-based program funding is dependent on the availability of state funds. This grant will be for a maximum of 12-months. This grant will be for the time period of October 1, 2014 through September 30, 2015.

B. Available Funding:

The total dollar amount available under this RFGA is **\$546,972**. Dollar amounts awarded to any selected applicant(s) will be based on the strength of applications submitted in response to the RFGA.

C. Cost Sharing/Match Requirements:

There is no cost sharing/match requirement, however, these state funds will serve as South Carolina's match to the federal, Title V, Section 510, Abstinence Education Grant.

D. General Information:

1. These state funds were made available through South Carolina Legislative **Proviso 34.50** (DHEC: Abstinence-Until-Marriage Evidence-Based Programs).
2. The stated purpose of this funding is to enable the State to provide abstinence-until-marriage education and at the option of the State, where appropriate, mentoring, counseling, and adult supervision services to promote abstinence from sexual activity, with a focus on those groups which are most likely to bear children out-of-wedlock. The expected outcome for all programs is to promote abstinence from sexual activity.
3. Sex education programs that promote the use of contraceptives are **NOT ELIGIBLE** for funding under this RFGA.

E. Eligibility Information:

1. Applicant must be a non-profit 501(c)(3) agency that is committed to and experienced in providing abstinence-until-marriage program services using the program/curricula for which funding is being applied.
2. Applicant must provide certification from a government or private agency that the program/curricula defined within the RFGA application packet is medically accurate. Certification must be dated prior to submission of the application packet.
3. Applicant must provide certification from the National Abstinence Education Association (NAEA) that the program/curricula defined within the RFGA application packet is consistent and in compliance with the federal A-H Title V, Section, 510 definition of abstinence education. Certification must be dated prior to submission of the application packet.

The term "abstinence education" means an educational or motivational program which:

- a. Has as its exclusive purpose teaching the social, psychological, and health gains to be realized by abstaining from sexual activity;
- b. Teaches abstinence from sexual activity outside of marriage as the expected standard for all school-age children;
- c. Teaches that abstinence from sexual activity is the only certain way to avoid out-of-wedlock pregnancy, STDs, and other associated health problems;
- d. Teaches that a mutually faithful monogamous relationship in the context of marriage is the expected standard of human sexual activity;
- e. Teaches that sexual activity outside of the context of marriage is likely to have harmful psychological and physical effects;
- f. Teaches that bearing children out-of-wedlock is likely to have harmful consequences for the child, the child's parents, and society;
- g. Teaches young people how to reject sexual advances and how alcohol and drug use increases vulnerability to sexual advances, and;
- h. Teaches the importance of attaining self-sufficiency before engaging in sexual activity.

II. **Instructions to Applicants**

The Health and Human Services Administration for Children and Families has recognized the U.S. Health and Human Services list of 31 Evidence-based Teen Pregnancy Prevention Programs. This national list can be found at the following web address:

http://www.hhs.gov/ash/oah/oah-initiatives/teen_pregnancy/db/programs.html

Three abstinence-only program curricula are identified on the list. This national list was compiled by an independent sub-contractor and represents programs which have been proven, through rigorous evaluation processes, to consistently reduce teenage pregnancy.

This national list will be used to determine the evidence-base of any curricula or program materials submitted under this RFGA.

A. General Instructions:

General Proposal Format Requirements:

1. Proposals must be prepared on 8.5 x 11 inch paper, 12 point font, Times New Roman, 1 inch margins and bound in a standard 3 ring binder.
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 proposal. 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) will begin with the table of contents.
5. Submit one original proposal and two copies in separate binders.

B. Special Instructions:

1. The application must be arranged in the following section order:
 - a. Cover Letter ó the applicant must include the following information in the cover letter: a summary of the Applicant's 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 the State (see Attachment A ó Grant Agreement). The cover letter must be signed by a person who has the authority to commit the Applicant to a grant agreement. Also, please include the following information:
 - Service Area: County/counties and zip code(s)
 - Curriculum: List of proposed curriculum and version and all support materials to be used for project
 - Budget: Requested amount
 - Contact Person Information: Name, address, phone number, e-mail address (if different from the authorized contact)
 - b. Table of contents
 - c. Organization's Qualifications
 - d. Program Narrative
 - Problem and Need - description highlighting specific health equity and health disparities of targeted county areas

- Focal Population ó clear bulleted list of the proposed focal populations by county areas
- e. Implementation Plan
- Program Design Components ó goals, objectives and logic model
 - Barriers
 - Mechanisms
 - Monitoring
 - Coordination
 - Service Recipient Involvement
- f. Objective Performance Measures and Efficiency Measures (SMART format: specific, measurable, achievable, realistic and time-framed) ó
- Specific:** an objective is to specify one major result directly related to the program goal, state what it is going to be doing, to whom, by how much, and in what time-frame. It must specify what will be accomplished and how the accomplishment will be measured.*
- Measurable:** an objective must be able to describe in realistic terms the expected results and specify how such results will be measured.*
- Achievable:** The accomplishment specified in the objective must be achievable within the proposed time line and as a direct result of program activities.*
- Realistic:** The objective must be reasonable in nature. The specified outcomes – i.e. expected results – must be described in realistic terms*
- Time-framed:** An outcome objective must specify a target date or time frame for its accomplishments.*
- Objective Outcome (up to 6) ó one of the outcome measures must include abstinence as the means of preventing teen pregnancy, birth and/or Sexually Transmitted Diseases (STD) or Sexually Transmitted Infections (STI).
 - Objective Output ó designed to measure the success of the program staff in implementing activities such as the number of program recipients or communities served.
 - Objective Efficiency Measures ó describe how your organization will collect and report data on the activity results of the performance progress for service recipients; (1) unduplicated count of clients served, (2) hours of service received by clients, (3) program completion data, and (4) communities served.
- g. Budget Discussion
- Organizations seeking fiscal support must develop a 12-month budget for October 1, 2014 through September 30, 2015. The budget must clearly explain how the funds will be used and must allocate, a minimum of **15%** of the dollars requested for a third party evaluator and must show that **no more than 10%** of the total dollars requested will be used for in-direct cost associated with administration expenses.

- Budget narrative:
Organizations must provide detailed narrative justifications for all planned expenditures by budget category (e.g., Personnel Related Expenses) and sub-categories, (e.g., salary & wages). The justification under the salary & wage sub-category must define all key program personnel by: (a) name, (b) position title, (c) qualifications, including education and experience, (d) primary program delivery function, (e) linkage to one or more annual performance objectives, and (f) percentage of time on the project.
- Budget Summary:
This information must cover 12 months. (See Attachment B ó 12 Month - Budget Summary Example)
- Allowable Budget Categories:
Personnel related expenses, to include: salary & wages and fringe benefits, Operational expenses, to include: contractual, equipment, supply, and travel, and In-direct expenses. All travel related expenses must adhere to SC governmental state guidelines. If you utilize an indirect cost rate you must provide (a) a copy of the approved indirect cost rate letter from your federal cognizant agency, OR (b) an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP.

h. Appendices

- Program Assurances:
 - 1) Signed certification, from the National Abstinence Education Association (NAEA), stating that an independent review has been conducted of the proposed curricula and supporting materials (curriculum and support materials must be named), and the information contained does not contradict Title V, Section 510 (b)(2) A-H elements. *Applications with certifications dated within the last 12 months will be scored higher during review.*
 - 2) Signed certification, from a government or private agency stating that an independent review has been conducted of the proposed curricula and supporting materials (curriculum and support materials must be named), for medical accuracy based on scientific research. *Applications with certifications dated within the last 12 months will be scored higher during review.*
 - 3) Signed statement agreeing that the Applicant's proposed program will not contradict with any of the A-H elements of Title V, Section 510 (b)(2), nor violate any portion of the South Carolina Comprehensive Health Education Act when implemented in a school setting.
- Federally Certified Institutional Review Board (IRB) Agreement: Grantees must provide proof of an agreement with a federally certified IRB for review of program and evaluation processes and protocol; and must provide proof of the IRB's approval prior to program implementation.
- Certification Regarding Environmental Tobacco Smoke, PL 103-227, known as the PRO-KIDS Act of 1994.
- Confidentiality Certification
- School District Certification (required only for public school efforts) from an authorized school district staff person stating approval to use proposed curriculum and support materials in their schools. All certifications must

include (a) name and version of curriculum and support materials being used and (b) school name and county.

SPECIAL NOTE: *The curriculum being used must be the same curriculum that has been certified by an independent review ensuring that all curricula and supporting materials do not contradict Section 510 (b)(2) (A-H elements).*

- Formal Partnership Certification with local school partners and/or community organizations.

SPECIAL NOTE: *The curriculum being used must be the same curriculum that has been certified by an independent review ensuring that all curricula and supporting materials do not contradict Section 510 (b)(2) (A-H elements).*

- Completed W-9 Form
- Third Party Audit: 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 and the organization's response to any identified audit exception.
- Letters of Support

2. Unsuccessful Request: Each applicant not awarded a grant under this solicitation may request the return of their application within thirty (30) days after notification of the award is mailed. The applicant will pay all cost of returns. (If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.)

III. Scope of Work/Specifications

A. DHEC is seeking grantees committed to and experienced in providing localized medically accurate and A-H compliant abstinence-until-marriage education services/activities.

B. Communicating abstinence education to various target populations, who are likely to bear children out-of-wedlock, requires a number of different approaches. Specific programmatic activities may include adult and peer mentoring, school programs (before, during, or after school) and parent education groups to promote abstinence from sexual activity. All proposed and subsequently implemented program activities and any program/curricula used must be medically accurate and consistent with the definitions of abstinence education pursuant to A-H elements of Title V Section 510(b)(2) federal legislative requirements. The selected agency may determine the relative emphasis to place on each of the A-H elements. No state funds can be used in ways that contradict the A-H elements.

C. Performance Measures

1. The State's goals are to assure children and adolescents are healthy and its desire is for available Title V, Section 510 funding to be used to (a) increase the proportion of adolescents postponing sexual activity as a means to prevent teen pregnancy, birth

and/or STDs/STIs and (b) increase adult/community support for adolescents to delay sexual activity. It is equally important to focus on these efforts while working to increase the quality and quantity of abstinence education instructional minutes adolescents and teenagers receive in classroom settings.

2. The State's intent is for abstinence education programming to help impact selected health indicators, to include: a lower out-of-wedlock rate, a lower abortion rate, a reduced number of adolescents 19 years old and younger who engage in sexual intercourse, reduced incidence of sexually transmitted diseases, and a lower pregnancy rate among teenagers.
3. Potential grantees will be expected to utilize medically accurate and A-H compliant evidence-based school or community-based strategies/interventions to:
 - a. Develop an Annual Work Plan that will guide annual performance objectives using the SMART (*e.g., Specific, Measurable, Achievable, Realistic, and Timed*) format. Objectives developed using this format will better support any funded program efforts to (a) monitor and document progress, achievement, efficiency and successes and (b) plan future interventions and sustainability strategies;
 - b. Create a community environment supportive of teen decisions to postpone sexual activity by building local support for sustainable abstinence messages;
 - c. Educate young people and their care givers through consistent abstinence messaging; and
 - d. Reach individuals living in rural or distressed areas of the state.

Funded organizations will be expected to detail the potential program reach for each population by county areas and submit quarterly and an annual year-end report(s) detailing the actual reach and impact of funded efforts by county area and zip code locations.

Organizations utilizing strategies (such as train-the-trainer) to address the long-term issues of sustainability must clearly identify the potential and actual reach and impact, and include appropriate follow-up activities, to capture detailed service information throughout the funding cycle.

D. South Carolina's Priority Population Groups

1. Primary prevention education intervention for pre-adolescents and adolescent males and females 10-13 years of age;
2. Primary and secondary education interventions for males and females 14-16 years of age;
3. Primary and secondary education interventions for males and females 17-20 years of age; and
4. Awareness, education, and skill building interventions for parents and other adults.

- E. Potential grantees should utilize Table A below to guide in the selection of targeted county/counties, and will be expected to target a minimum of one Priority Area 1 county location with these state resources.

Note: High levels of strategic planning and service coordination and communication are encouraged, with only one (1) agency and/or program type to be funded per county with state or federal resources. State-funded evidence-based program efforts must not duplicate state-funded emerging program efforts, or state or federal funded efforts of another grantee.

TABLE A					
Priority Area 1	Priority Area 2	Priority Area 3	Priority Area 4	Priority Area 5	Priority Area 6
<i>Counties Scoring Above the South Carolina Average Rate 5 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 4 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 3 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 2 of 5 Variables*</i>	<i>Counties Scoring Above the South Carolina Average Rate 1 of 5 Variables*</i>	<i>Counties Scoring Below the South Carolina Average Rate 5 of 5 Variables*</i>
Allendale Barnwell Chester Colleton Greenwood Hampton Marlboro Newberry Orangeburg Spartanburg Sumter	Cherokee Darlington Dillon Fairfield Florence Georgetown Laurens Lee Marion Union	Abbeville Aiken Anderson Chesterfield Jasper Oconee Saluda	Charleston Lancaster Richland Williamsburg	Bamberg Beaufort Calhoun Clarendon Horry McCormick York	Berkeley Dorchester Edgefield Greenville Kershaw Lexington Pickens
<p>*The information above reflects SC's 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) sexually transmitted disease rates; ages 10-19, and (5) pregnancy rates; ages 10-19. Rankings are based on 3-year rates by county 2010-2012 for females 10-19 years of age.</p> <p>Data Sources: SC DHEC, Division of Biostatistics and the STD/HIV Prevention Program</p>					

F. Reporting Requirements:

Upon award of the grant agreement, the selected grantee will be expected to begin implementation and monitoring of all aspects of its project and document progress made towards achievement of identified efforts, activities, deliverables, objectives, and goals.

1. The grantee will attend quarterly face-to-face meetings with DHEC Abstinence Education Program staff for the purpose of providing an oral overview of grant agreement efforts for compliance, year-to-date achievements, barriers, future programmatic plans, program sustainability efforts/activities, and fiscal/budget reviews. These year-to-date achievement updates should include participating reporting detailing (a) number of persons who participated, (b) total number of hours

provided to each participant, (c) number of train-the-trainer events held, and (d) other data regarding the activities of the project.

2. By October 15, 2015, the grantee will submit to DHEC Abstinence Education Program staff an Annual Performance Progress Report for October 1, 2014 through September 30, 2015 to include a program narrative and table of activity results, which will address programmatic efforts, updates associated with achievement of established objectives/goals and fiscal issues and expenditure information, and program evaluation related updates. The annual report must also include a one-page success story which clearly and concisely details the issue, the intervention, and the impact of the state-funded program.

G. Program Evaluation/Monitoring:

1. Grantees will be expected to utilize proven effective evaluation methodologies and strategies to monitor, measure, and report programmatic progress, achievement, efficiency and successes.
2. Grantees will be responsible for instrument development, data collection, and maintaining and reporting the evaluation effort throughout the project.
3. Grantees will be expected to assure the confidentiality and security of client-specific information.

IV. Award Criteria

Awards may be made to one or more Applicants based on the strength of applications received.

A. Assessment of Applications will be assessed by an external review panel to determine if:

1. The application packet was submitted by a Non-profit 501(c)(3) agencies committed to and experienced in providing abstinence-until-marriage education services using the program/curricula for which funding is being applied.
2. Appendices review: The application packet received from the Non-profit 501(c)(3) agencies contained the required appendices:
 - Program Assurances (1, 2 & 3)
 - Federally Certified IRB Agreement
 - Certification Regarding Environmental Tobacco Smoke, PL 103-227, known as the PRO-KIDS Act of 1994.
 - Confidentiality Certification
 - School District Certification
 - Formal Partnership Certification
 - Completed W-9 Form
 - Third Party Audit
 - Letters of Support

3. The application packet received from the Non-profit 501(c)(3) agencies identifies that the organization will utilize an evidence-based program/curricula, per Proviso 34.50, and is experienced with utilizing the identified program/curricula.
 4. The application packet received from the Non-profit 501(c)(3) agencies followed the required formatting instructions. (see general and specific instructions of the guidance).
- B. Evaluation Factors ó the application packet will be evaluated by the external review panel (if the material submitted passes the assessment process) with all qualifying proposals having the potential of earning a total of 100 points. Once the evaluation is complete, all responsive applicants will be ranked from high to low.
- C. Organizationø Qualifications - 10 points
1. The application may receive up to **5 points** by clearly and concisely detailing how long the organization has been in existence and the experience the organization has working in the field of abstinence education. Each year of experience will be weighted.
 2. The application may receive up to **5 points** by clearly and concisely defining (a) the name and version of the curriculum and support materials to be utilized by the organization while implementing abstinence education services and (b) the number of years of experience the organization has utilizing the identified curriculum/support materials. Each year of experience will be weighted.
- D. Program Narrative ó 20 points
1. The application may receive up to **10 points** by describing in detail the identified problem and need of the primary target population groups (refer to Section III. D) and highlighting the potential reach and expected impact by county area. Higher points will be received by applications focusing effort in more than one Priority Area 1 county location, as well as statewide.
 2. The application may receive up to **10 points** by describing in detail the identified disparate population and highlighting the potential reach and expected impact by county area. Higher points will be received by applications focusing efforts statewide.
- E. Implementation Plan - 50 points
1. The application may receive up to **25 points** by clearly defining the goals and objectives, for each county location using SMART (specific, measurable, achievable, realistic and timed) formatted annual performance objectives. Objectives must be related to the organizationø abstinence education effort within each targeted county that clearly defines expected reach and impact. Logic model should also be provided by applicant.

2. The application may receive up to **1 point** by defining any potential barriers or problems.
3. The application may receive up to **4 points** by clearly defining the mechanisms that will be used and the types of services any formal partners will be providing.
4. The application may receive up to **5 points** by defining how the organization plans to monitor, measure, and report programmatic progress, achievement and successes by primary target population groups (refer to Section III. D) and the disparate population.
5. The application may receive up to **5 points** by defining the coordination between listed community partners and the role each partner will play towards accomplishing stated annual performance objectives.
6. The application may receive up to **5 points** by detailing service recipient involvement and defining community partners in each target county area with efforts clearly linked to the stated annual performance measures.
7. The application will receive **5 points** by utilizing a curriculum and support materials identified as "evidence-based" by being on the Health and Human Services, Office of Adolescent Health list of evidence-based programs.
http://www.hhs.gov/ash/oah/oah-initiatives/teen_pregnancy/db/programs.html

F. Objective Performance and Efficiency Measures - 10 points

1. The application may receive up to **5 points** by defining methodology, providing evaluation tools, and developing program outcome, output and efficient measures. Defining potential and expected reach/impact by county is very important.
2. The application may receive up to **5 points** by defining data collection and reporting protocols and time-lines.

G. Budget Discussion - 10 point

1. The application may receive up to **5 points** by providing a detailed narrative justification for all planned expenditures by budget category (e.g., Personnel Related Expenses) and sub-categories (e.g., salary & wages). The justification under the salary & wage sub-category must define all key program personnel by: (a) name, (b) position title, (c) qualifications, including education and experience, (d) primary program delivery function, (e) linkage to one or more annual performance objectives, and (f) percentage of time on the project.
2. The application may receive up to **5 points** by providing an itemized budget covering 12-months using the allowable budget categories, to include: Personnel related expenses (including salary & wages and fringe benefits), Operational expenses (including contractual, equipment, supply and travel), and In-direct expenses. (See Attachment B ó 12 Month - Budget Summary Example).

V. Attachments to Request for Grant Applications (RFGA)

- A. Draft Grant Agreement
- B. 12 month - Budget Summary Example
- C. Procedure for Dispute Resolution

ATTACHMENT A

Draft Grant Agreement

GRANT AGREEMENT

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 Community Health and Chronic Disease Prevention (hereinafter referred to as DHEC) and Name of Grantee (hereinafter referred to as the Grantee), is to provide localized abstinence education services/activities as defined by Section 510(b)(2) of the Social Security Act and as outlined in DHEC's Agency Funding Opportunity Number FY2015-RFGA-CY-501 Request for Grant Applications (Addendum).

The parties to this grant agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee shall provide localized abstinence education services/activities in accordance with all requirements stated herein, as outlined in the Addendum and the Grantee's application response.

B. TIME OF PERFORMANCE:

This Grant Agreement shall be effective October 1, 2014 or when all parties have signed, whichever is later, and shall terminate September 30, 2015. Only work done in accordance with the effective dates of this Grant Agreement will be compensated.

C. COMPENSATION:

1. DHEC agrees to reimburse the Grantee for the provision of services as described in Section A. up to the amount of \$ _____. In no event will the total amount to be paid under this Grant Agreement exceed \$ _____, including travel.
2. 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 amount of the reimbursement, and supporting documentation for expenditures as required by DHEC.

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, Public Health Contracts, Bureau of Business Management, 2600 Bull Street, Columbia, S.C., 29201.
3. Source of Funds: State funds made available through South Carolina Legislative Proviso 34.50 (DHEC: Abstinence-Until-Marriage Emerging Programs), effective October 1, 2014 through September 30, 2015. DHEC's Point of Contact for financial information regarding payments made under this Grant Agreement:
Ronnie Belleggia
Assistant Bureau Director
SC DHEC - Bureau of Financial Management
2600 Bull Street, Columbia, SC 29201.

E. REPORTING REQUIREMENTS:

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

F. TERMS AND CONDITIONS:

1. 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.
2. ASSIGNMENT: Grantee cannot assign or transfer the grant agreement 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.
3. ATTACHMENTS/ADDENDA: Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement.
4. 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.
5. COMPLIANCE REPORTS: Grantees who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services and documentation of expenditures to the proper program area of DHEC. The grantee is subject to site visits from DHEC in an effort

to monitor compliance.

6. **COMPLIANCE WITH LAWS:** Grantee shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations and tariffs in the performance of this grant agreement.
7. **CONFIDENTIALITY:** Confidential information includes 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 Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.
 - a. Grantee will not:
 - 1) access, view, use, or disclose confidential information without written authorization from DHEC, 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);
 - 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.
 - b. 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. 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 Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt.
 - c. 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 agreement and applicable law. If Grantee 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), DHEC may require the Grantee to sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with the referenced HIPAA laws.

- d. Unauthorized use or disclosure of confidential information may result in termination of this agreement and may be grounds for fines, penalties, imprisonment, injunctive action, damages, civil suit, or debarment from doing business with the State. The Grantee must immediately notify the DHEC Compliance Officer and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this grant agreement.
- e. The obligations of this provision shall survive termination, cancellation, or expiration of the grant agreement.
- f. Grantee must treat **all** information, documents, and electronically stored information received from or through DHEC or generated by Grantee or DHEC in connection with the performance of this grant agreement as confidential information and must not disclose any such information or documents except as permitted by the grant agreement, 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).
8. COPYRIGHT/PATENT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this grant agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.
9. DEBARMENT: Grantee certifies that it has not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
10. 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 11-35-10 et seq., to the extent applicable, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, South Carolina. By signing this grant agreement, Grantee consents to jurisdiction in the South Carolina courts. 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.
11. DRUG FREE WORKPLACE: By signing this contact, the 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.
12. EQUIPMENT TITLE: Title to any equipment, goods, software, or database whose

acquisition cost is borne wholly or in part by this grant agreement shall vest in DHEC upon acquisition.

13. **HIPAA TRAINING:** Before participating in any DHEC clinical activity or rendering any service to DHEC under this agreement, Grantee and its employees/agents will be educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Grantee will provide documentation of successful completion of this training to the Contracts Manager before to initiating performance of this Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before to initiating performance of this agreement.
14. **INDEMNIFICATION:** "Claims" 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 Grantee, 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 Grantee's breach of this grant agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this grant agreement. Grantee shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's 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. Grantee's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the grant agreement.
15. **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 contracts 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 Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

16. INSURANCE: During the term of this grant agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the grant agreement, and general liability insurance. Grantee may be required to provide DHEC with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
17. LICENSE/ACCREDITATION: Grantee represents and warrants that Grantee and Grantee's employees and/or agents to 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 that 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 Grantee's employees or agents providing or performing services under this grant agreement.
18. MINORITY BUSINESS: Grantee must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.
19. 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, color, religion, 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.
20. NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY: Any term or condition is void to the extent it: (1) requires DHEC to indemnify any individual or entity; 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, or any other theory or claim.
21. 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 addresses and fax numbers as a party may designate by

notice to the other parties), and 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, telephone, fax, email]

DHEC:

Owens Goff, Jr., Bureau of Community Health and Chronic Disease Prevention
SC DHEC, 2600 Bull Street

Phone: (803) 898-545-4483, Fax: (803) 545-4503, E-mail: gofflo@dhec.sc.gov

22. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents and warrants that:

- a. Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this grant agreement.
- b. Grantee's execution and performance of this grant agreement do not violate or conflict with any other obligation of Grantee.
- c. Grantee has no conflict of interest with its obligations under this grant agreement.
- d. 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.

23. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:

- a. 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.
- b. 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 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 SCDHEC's policies and procedures regarding false claims may be obtained from the agency's Contracts Manager or Bureau of Business Management.
- c. Any employee, agent, or grantee of SCDHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

- d. If grantee, grantees' agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to the agency. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the Agency Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Grantee is required to inform grantees' employees of the existence of DHEC's policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform grantees' 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.
24. RECORDS RETENTION: Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant agreement period, and shall be available for audit at any time such audit is deemed necessary by DHEC. If 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 resolution of the audit findings.
25. REGULATIONS: The provisions of the grant agreement are subject to revision of State or federal regulations and requirements governing the Abstinence Education Grant Program.
26. 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.
27. 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.
28. 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.
29. SERVICE OF PROCESS: Grantee consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim or controversy relating to the grant agreement; for any court action in connection therewith; or for the entry or execution of judgment on any award made, may be served on Grantee by certified mail (return receipt requested) addressed to Grantee at the address provided as the 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.
30. 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.
31. SUBCONTRACTORS: None of the work or services covered by this grant agreement shall

be subcontracted without the prior written approval of DHEC.

32. TERMINATION:

- a. Subject to the provisions contained below, this grant agreement may be terminated by either party providing thirty (30) days written notice of termination to the other party.
- b. 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 pay the charges under this grant agreement, it shall terminate without any further obligation by DHEC upon providing written notice to the Grantee.
- c. DHEC may terminate this grant agreement for cause, default or negligence on the part of the Grantee 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.

33. 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.

34. TRAVEL:

- a. Grantee's 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 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 contractual 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.

35. 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 Contracts Manager has actual authority to waive any of DHEC's rights under this grant agreement. Any waiver must be in writing.

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

GRANTEE NAME

BY: _____
Joseph Kyle, MPH
Director
Bureau of Community Health and
Chronic Disease Prevention

BY: _____
(Title)

DATE: _____

DATE: _____

MAILING ADDRESS:

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

Telephone: () -
Fax: () -
E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: _____

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.

TYPE OF ENTITY (check one):

- Corporation
- LLC
- Partnership
- Individual/sole proprietor
- Other (specify) _____

If a corporation or LLC:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license #

ADDENDUM

**SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S
STATE ABSTINENCE PROGRAM - FY2014**

RFGA Number: FY2015-RFGA-CY-501

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

DRAFT

ATTACHMENT B

12 Month - Budget Summary Example

12 - month Budget Template (Oct 1, 2014 – Sept 30, 2015)						State		Total
Personnel Related Expenses:								
1	Salary & Wage Cost:					\$12,600		\$12,600
a.	John Smith	\$1,000	12	\$12,000	25%	\$3,000		\$3,000
	<i>Function:</i> This position provides direct oversight and administration for the project							
b.	Tom Jones	\$800	12	\$9,600	100%	\$9,600		\$9,600
	<i>Function:</i> This position provides administrative support for the project							
2	Fringe Benefit Cost:					\$4,032		\$4,032
	32% of total salary and wage cost							
3	In Direct Cost:					\$1,890		\$1,890
	15% of total salary & wage cost							
Total Personnel Related Expenses						\$18,522		\$18,522
Operational Expenses:								
1	Grant Agreement Cost:					\$25,302		\$25,302
a.	ABC Baptist Church (XXX County) staff time and meeting space					\$12,000		\$12,000
b.	XYZ Middle School (XXX County) staff time and class room					\$13,302		\$13,302
2	Equipment Cost:					\$2,000		\$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		\$800
b.	1-office computer system to be used by Administrative Support Specialist (HP740)					\$1,200		\$1,200
3	Supply Cost:					\$26,250		\$26,250
a.	General Office: \$50 per month times 1.25 FTEs times 12 months FTE # FROM EXAMPLE ABOVE					\$750		\$750
b.	Program Materials: Training supplies (\$5 times 2,500 students) and curriculum toolkits (\$250 times 2 sets) for teachers.					\$13,000		\$13,000
c.	Evaluation Materials: (\$5 times 2,500 students)					\$12,500		\$12,500
4	Travel Cost:					\$3,530		\$3,530
a.	In-State: 500 X 12 months X 1-staff member working in XXX County at \$.355 per mile					\$2,130		\$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		\$1,400
Total Operating Expenses						\$19,280		\$19,280
Total Projected Budget						\$37,802		\$37,802

ATTACHMENT C

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 DHEC Grant Program Manager*, within *three (3) business days* of the date of issuance of the RFGA or any amendment thereto. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. *Within 48 hours* 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 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 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 Grant Program Manager within *three (3) business days* of the date of issuance of the Notification of Award. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. *Within 48 hours* 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 Program Area Director within *three (3) business days* of the Notification of Award date. 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 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 *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 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:*

Grant Program Manager:

Owens Goff, Jr.
SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 545-4483
Fax: (803) 545-4503
(gofflo@dhec.sc.gov)

Program Area Director:

Joseph Kyle
SCDHEC
2600 Bull Street
Columbia, SC 29201
Phone: (803) 898-0777
Fax: (803) 898-1480
(kyleja@dhec.sc.gov)