

**South Carolina Department of Public Health
Community Violence Intervention and Prevention Funding
2024-2025 Grant Year**

REQUEST FOR GRANT APPLICATIONS (RFGA)

CFDA Number:

State Proviso: 31.43 Community Violence Intervention and Prevention

Posting Date: November 4, 2024

ATTENTION! IMPORTANT DETAIL!

Your application <u>must</u> be submitted in a <u>sealed</u> package. (Original + 3 copies marked as "Copy") RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.
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Deadline/Closing Date for Applications:	Wednesday, December 4, 2024 * Must be received by SC DPH no later than 2:30 PM EST
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RFGA Number: FY2025-RFGA-DC-501
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Submit your sealed package to either of the following addresses:	
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MAILING ADDRESS: SC DPH – Public Health Contracts Bureau of Business Management 2100 Bull Street Columbia, SC 29201	PHYSICAL ADDRESS: SC DPH – Public Health Contracts Bureau of Business Management Columbia Mills Building – 4th Floor 301 Gervais Street Columbia, SC 29201 See additional physical address information below
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Number of Copies to be Submitted: One (1) original and three (3) copies marked as "Copy."

The South Carolina Department of Public Health (SC DPH) offers this Request for Grant Applications (RFGA) for the funds administered by SC DPH for State Appropriations. Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives of the Community Violence Intervention and Prevention (CVIP) unit, State of South Carolina Proviso 31.43, and Injury and Substance Use Prevention (ISUP) section.

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

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

The total dollar amount available under this RFGA is **\$450,000.00**.

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

1. Applicant must be a non-profit or a community-based partnership that serves communities that are disproportionately impacted by violence. Applicant must have a documented history of providing Community Violence Intervention and

Prevention programming. The programs/curricula must be evidence-informed as found in, but not limited to, the following materials: [CDC technical packages](#), [The Office of Juvenile Justice and Delinquency Prevention](#), [CrimeSolutions.gov](#), [Youth.gov](#), and the [National Gang Center](#).

2. The applicant's primary facilitator and point-of-contact must reside in South Carolina.
3. The applicant will participate in a statewide Community Violence Intervention and Prevention group, meeting at frequencies determined by the group, to develop a statewide implementation plan.
4. The applicant must be able to make services available within 30 days of the start of the grant agreement.
5. The applicant must have the infrastructure capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30-60 days after invoicing.
6. The applicant must submit a Certificate of Existence, also known as a Certificate of Good Standing, from the South Carolina Secretary of State. This certificate states that an entity is in good standing with the Secretary's Office and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the South Carolina Department of Revenue. The Certificate can be requested via <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
7. A grantee terminated by SC DPH must wait three (3) years before an application will be considered for funding from SC DPH.

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

Deadline: The deadline for all applications is **December 4, 2024, by 2:30 PM EST.**

Questions & Answers: Questions will be accepted until **November 6, 2024, by 5:00 pm EST.** All questions must be submitted in writing to **Constance Lake** at Lakec@dph.sc.gov. Responses will be posted by **November 12, 2024, by 5:00 PM EST.**

Available Funding Date: Funds for this funding opportunity have been awarded to SC DPH by State Appropriations.

Final selection of all successful applicants is anticipated to be made, and notifications released on or before **January 6, 2025, by 5:00 pm EST.** Final awards are contingent upon available funds. Grant agreements will be executed to be effective when signed by the applicant and SC DPH personnel. **January 27, 2025,** is the anticipated date for funds to be available.

A draft copy of the Grant Agreement is included in the RFGA. SC DPH reserves the right to make edits to the draft before issuance.

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

For more information about this Request for Grant Application process, please visit our website at www.SCDPH.sc.gov.

All applicants must have a state vendor number to receive reimbursement from SC DPH. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number.

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

Adjacent to the first floor of the parking garage is a glass door with a SC DPH logo. This entrance is always locked. Press the intercom button to request entrance into the building. The door will be opened by the SC DPH 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 SC DPH’s procurement receptionist at (803) 898-3501.

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

**South Carolina Department of Public Health
Community Violence Intervention and Prevention 2024-2025 Grant Year**

REQUEST FOR GRANT APPLICATIONS (RFGA)

I. BACKGROUND

Funding through the State of South Carolina is administered by the SC Department of Public Health (SC DPH), Injury and Substance Use Prevention (ISUP) section. Per State of SC Proviso 31.43, SC DPH shall establish and administer the Community Violence Intervention and Prevention Grant program to support, expand, and replicate evidence-informed violence intervention and prevention initiatives. Funds shall be awarded, on a competitive basis, to non-profit organizations and community-based partnerships that serve communities that are disproportionately impacted by violence.

The SC DPH ISUP section has aligned with the following Healthy People 2030 goals:

Violence Prevention-General

Reduce Homicides—IVP-09

Adolescents

Reduce gun carrying among adolescents—IVP 12

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

Injury Prevention

Reduce firearm-related deaths—IVP-13

Reduce nonfatal physical assaults injuries—IVP-10

Reduce nonfatal firearm-related injuries—IVP-14

II. SCOPE OF GRANT PROPOSAL

The State of South Carolina, South Carolina Department of Public Health (SC DPH), solicits proposals from applicants to serve as Grantees for funds administered by SC DPH for the purposes of CVIP programming.

A. PURPOSE

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

B. FUNDING

Available Funding: The total dollar amount available under this RFGA during the maximum potential period totals **\$450,000.00**. The dollar amount awarded to the selected applicant(s) will be based on funding availability, the evaluation of applications, and other considerations described in the RFGA.

Estimated Range of Awards: The award floor is **\$10,000** and the award ceiling is **\$37,500** per year for two (2) years. Applicants must apply for the funding amount that is needed to carry out projects or provide services.

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

The CVIP grant agreement will be awarded for up to a maximum potential project period of two (2) years, with the initial grant period of January 27, 2025, or date of last signature, whichever is later, through January 26, 2026. The grant agreement will be renewable for an additional one-year period, dependent on performance, availability of funds, and service priorities, which will expire no later than January 26, 2027. Annual award amounts may be increased or decreased at DPH's discretion.

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

FUNDING FOR THESE APPLICANTS ARE DEPENDENT UPON RECEIPT BY SC DPH OF STATE FUNDS.

C. ELIGIBILITY

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

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

D. PRIORITY SERVICE AREAS

- a. In awarding grants, SC DPH will prioritize applicants operating in areas disproportionately affected by firearm violence and whose proposals demonstrate the greatest likelihood of reducing homicides, gun violence, and group violence without contributing to mass incarceration.
- b. Applicants that are applying for funds to provide Community Violence Intervention and Prevention evidence-informed initiatives in the below service areas will be given **priority**, but all eligible applicants will be **considered**.
- c. The charts below reflect the counties that ranked in the Top 10 of Community Violence indicators (by count and rate) by the most number of appearances.
 - i. The indicators are as follows:
 1. Homicides
 2. Homicide by Firearm

3. Non-fatal Assault Injuries Seen in ED
4. Non-fatal by Firearm Injuries Seen in the ED
5. Drug/Narcotic Offenses
6. Weapon Law Violations

Table A: Priority Target Service Areas for FY 2025 Community Violence Intervention and Prevention Programs (ranked by count)

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

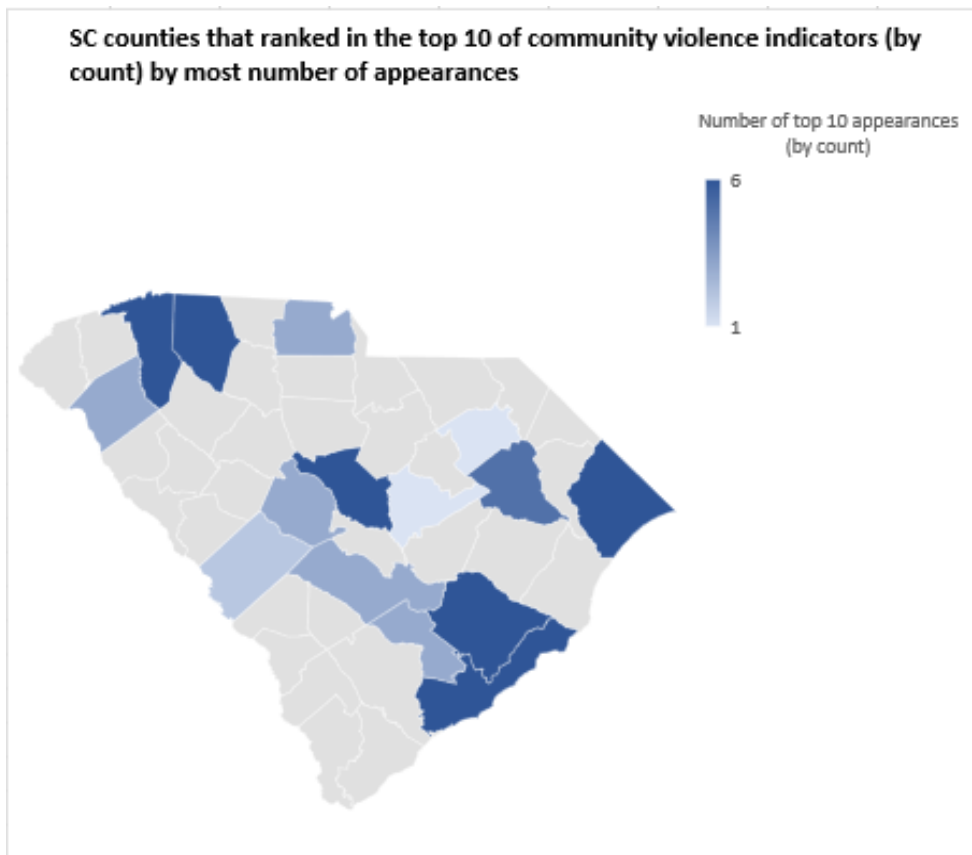
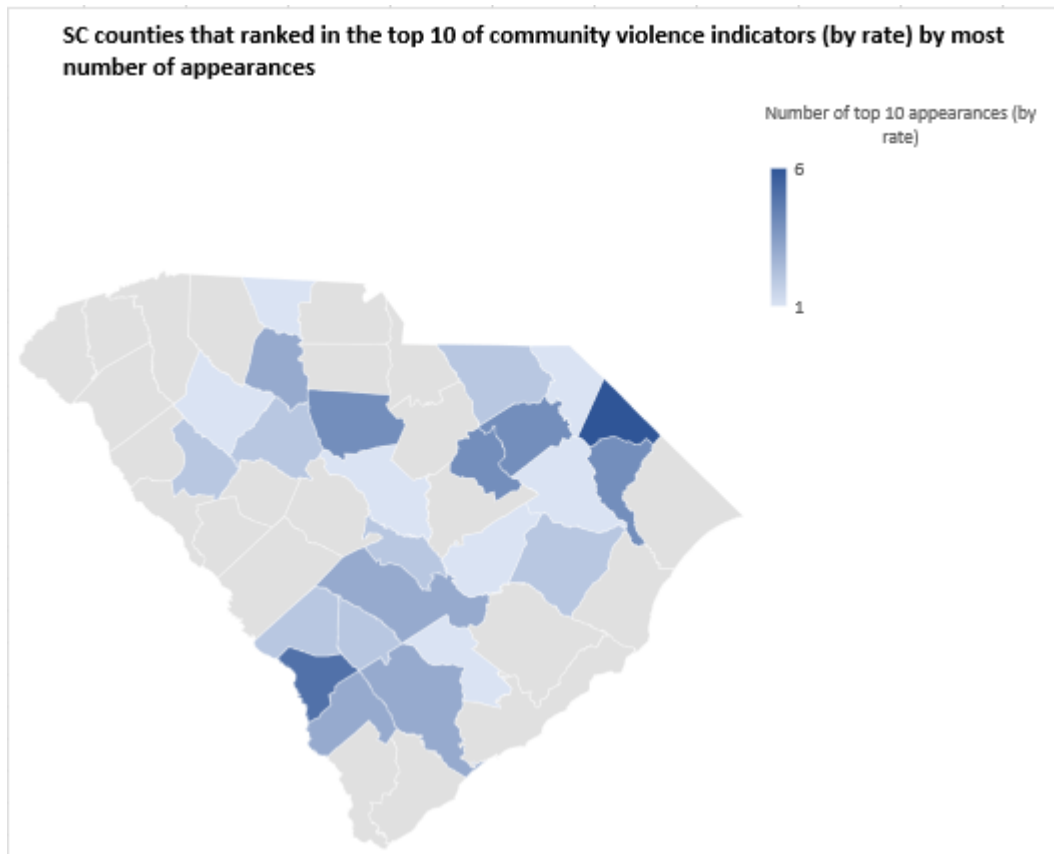


Table B: Priority Target Service Areas for FY 2025 Community Violence Intervention and Prevention Programs (ranked by rate)

Priority Area 1	Priority Area 2	Priority Area 3	Priority Area 4	Priority Area 5	Priority Area 6
Counties with 6 of 6 indicators <i>(rate)</i>	Counties with 5 of 6 indicators <i>(rate)</i>	Counties with 4 of 6 indicators <i>(rate)</i>	Counties with 3 of 6 indicators <i>(rate)</i>	Counties with 2 of 6 indicators <i>(rate)</i>	Counties with 1 of 6 indicators <i>(rate)</i>
Dillon	Allendale	Darlington Fairfield Lee Marion	Colleton Hampton Orangeburg Union	Bamberg Barnwell Calhoun Chesterfield Greenwood Newberry Williamsburg	Cherokee Clarendon Dorchester Florence Marlboro Laurens Richland



III. SCOPE OF WORK/SPECIFICATIONS

A. REQUIRED ACTIVITIES

The CVIP applicant awarded under this application shall:

1. Implement, expand, or enhance coordination between evidence-informed violence reduction initiatives including, but not limited to, hospital-based violence intervention, street outreach, trauma-informed care and group violence intervention strategies that have demonstrated effectiveness at reducing homicides, gun violence, and group violence without contributing to mass incarceration.
2. Support the development and delivery of intervention-based strategies by entities that provide targeted services to individuals at risk of being victimized or engaging in violence to interrupt cycle of violence, reinjury and retaliation.
3. Support initiatives that primarily target a reduction of violence among individuals who have been identified as having the risk of perpetuating or being victimized by violence in the near future based on the best available medical and public health research.
4. Participate in a statewide Community Violence Intervention and Prevention group, meeting at frequencies determined by the group, to develop a statewide implementation plan.
5. Conduct program evaluation, in partnership with internal ISUP staff, to determine the effectiveness of funded programs.

6. Use relevant data and research to guide programmatic efforts.
7. Ensure that SC DPH grant agreement terms and conditions are followed during implementation of programs.

B. GRANT REQUIREMENTS

1. Consult with SC DPH ISUP section in developing program/services and policies.
2. If the Grantee desires to enter into grant agreements with other entities for the provision of services, the applicant must first gain written prior approval from SC DPH's ISUP. The grant agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent grant agreement with SC DPH. The Grantee is responsible for providing contractual oversight and monitoring to ensure entities receiving CVIP funds comply with all State of South Carolina and SC DPH contractual and reporting requirements as stated in this RFGA and the grant agreement with SC DPH. If approved, SC DPH will establish a monitoring project in IDIS, as needed.
3. The provision of the grant agreement is contingent upon any possible revision of State regulations and requirements governing State Appropriations.

C. FUNDING RELATED GRANT REQUIREMENTS

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

D. GRANT REPORTING REQUIREMENTS

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

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

1. **QUARTERLY FINANCIAL REPORTS**: Quarterly Financial Reports identifying the amount of funds received and the amount expended for each category of services provided are required to be submitted to SC DPH quarterly. Quarterly Financial Reports on the required templates are due 15 days after the end of each quarter.
2. **QUARTERLY COMPLIANCE REPORTS**: Review and respond to the Quarterly Compliance Reports sent from SC DPH quarterly.
3. Communicate to SC DPH's ISUP section all location changes and key program contact changes, including email communication list serve contacts, as changes are made or at least quarterly with the Quarterly Compliance Report request.
4. Retain all records with respect to all matters covered by this agreement in accordance with the Grant Agreement Term and Conditions.

5. Allow SC DPH on-site for site visits and make records available upon request for financial, programmatic, and other topics, as required for monitoring purposes. Applicants must actively participate in all site visits or desk reviews, whether in-person or virtual, and submit documentation of follow-up on all Corrective Actions, as indicated until resolved.
6. Agree to make available to SC DPH for inspection, all financial records to ensure proper accounting and dispersing of CVIP funds. These records may be monitored on an ongoing basis by SC DPH and are subject to review by SC DPH.
7. Permit and cooperate with any State or Federal investigations undertaken, regarding programs conducted under CVIP.
8. Provide, upon request by SC DPH, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 - a. **FINANCIAL MANAGEMENT:** Financial records will be reviewed to ensure compliance with Generally Accepted Accounting Principles, as well as OMB and SC DPH's accounting principles. The records should provide accurate, current, and complete disclosure of financial expenditures. They must identify the source and application of funds and must be supported by invoices and other supporting documentation required by SC DPH. Requested expenditures should align with the annual budget approved by SC DPH. Invoices must be submitted using the required invoice templates for each funding source. Out-of-state travel, equipment, and gift cards/vouchers must receive SC DPH approval prior to purchase.
 - b. **PROGRAM PROGRESS:** Progress in providing evidence-informed Community Violence Intervention and Prevention programs and expending funds will be reviewed.

E. GRANT ACCOUNTABILITY MEASURES

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

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

F. GRANT BUDGET

The initial grant fiscal year is from January 27, 2025, through January 26, 2026. SC DPH will make fiscal year funds available to Grantees in designated counties to provide comprehensive evidence-informed Community Violence Intervention and Prevention programming to people between the ages 10-35, who are at highest risk of perpetration or victimization of violent crime. The total annual dollar amount available will be dependent on state funds made available. The grant will be awarded for a period of up to two (2) years.

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

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

Approximately **\$450,000.00** of state fiscal year funds are anticipated to fund evidence-informed Community Violence Intervention and Prevention programs to youth and young adults in designated areas, ages 10-35, who have the highest risk of perpetrating or being victimized by violence in the near future. *Final funding awards are contingent on SC DPH's receipt of State Appropriations funding for this purpose.* Determination of award(s) will be based on the merits of the proposed projects as put forth in the grant applications and determined by a panel of evaluators. The award amount is dependent upon the number of awards given; the strength of the program description; the strength of the narrative justification for the funds; the documented history of success in providing the services being proposed; and the impact on priority geographical areas.

The Grantee(s) will be awarded for a period beginning when grant agreements are signed by both parties and ending January 26, 2027 (approximately 2 years later).

Organizations seeking fiscal support must develop a budget for approximately January 27, 2025- January 26, 2026, using the budget template (see *Attachment III*). The budget narrative must clearly explain how the funds will be used.

Funded organization(s) will request reimbursement for expenditures monthly, no later than the 15th of the following month. Final invoice for January 2026 will be due no later than 60 days after the last day of the month, to allow for closeout of the state fiscal year.

IV. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA

NOTE: THE FOLLOWING INFORMATION MUST BE PROVIDED.

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

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

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

ALL INFORMATION SHOULD BE PRESENTED IN THE LISTED ORDER:

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

1. The service area(s) for which the applicant is applying for CVIP funds.
2. A statement that the applicant is willing to perform the services and comply with all requirements set out in the Request for Grant Application and sample Grant Agreement, if awarded.
3. A statement that the project(s) can be carried out for the estimated award.

4. The cover letter must be signed by a person with the authority to commit the applicant to a grant agreement.
5. The name and email address of the person to which the Intent to Award Notification should be sent.
6. Attach a completed Grant Agreement and W-9, as needed for Grant Agreement, if awarded.

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

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

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

C. PROGRAM DESCRIPTION (28 POINTS TOTAL)

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

1. Identify the CVIP services the applicant will provide and the number of CVIP eligible constituents the applicant expects to serve annually with each CVIP evidence-informed service.
2. Describe the service delivery process for each CVIP service, including how the applicant plans to provide services and how the applicant will ensure proper and timely access to services.
3. Describe the staff that will provide CVIP services and administer the grant. Include position descriptions and biographical sketches (or resumes) of staff providing services and administering the grant to include their phone numbers and email addresses. Position descriptions for all staff in the proposed CVIP budget must be included.
4. Describe the ability to begin provision of services within thirty (30) calendar days of grant execution.

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

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

1. Applicants must provide proof that they are a non-profit organization or community-based partnership.
2. Describe the applicant's history, experience, and qualifications, providing evidence of the applicant's ability to accomplish the items set forth in the Scope of Work and adhere to state and federal programmatic requirements.
3. Provide an organizational chart (a list is not an acceptable substitution) reflecting the applying organization's governance, programs/services, and staffing.
4. The applicant must describe the experience the organization has in record keeping of when and how services are provided, evaluating services and marketing services to the target population. Provide a description of the organization's ability to complete quarterly, fiscal, and programmatic progress reports.

5. Describe how the applicant will track program income, revenue, and expenditures.
6. Submit a Certificate of Existence, also known as a Certificate of Good Standing, from the Secretary of State. This certificate states that an entity is in good standing with the Secretary of State's Office, and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
7. List any lawsuits that have been filed against the applicant for all services related to the services that will be provided under this Community Violence Intervention and Prevention Unit grant. Include the status and a background on the claim.
8. List of all offices and locations of the organization (including street addresses and telephone numbers).
9. List any grants a state or federal government entity awarded to the organization or to any parent, subsidiary, or affiliate of the organization in the past five years for community violence interventions and, for each, identify the grant (title, date, grant #), the awarding agency, the receiving organization, amount, and a contact with the awarding agency and describe the program outcomes, any supporting data, any compliance issues that arose in connection with the grant, and the resolution of the issues. "Affiliate" includes but is not limited to any organization under partial or total common ownership or control with applicant organization.

E. COMMUNITY COLLABORATIONS (15 POINTS TOTAL)

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

Signed letters of support **must** be provided for each entity that your organization is proposing to collaborate with for the implementation of services.

Applicants who propose to collaborate with an outside entity but **fail** to submit a letter of support will not be scored.

F. NEEDS ASSESSMENT (21 POINTS TOTAL)

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

G. REPORTING AND EVALUATION (5 POINTS TOTAL)

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

H. APPLICATION SUBMISSION

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

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

ATTACHMENTS:

Attachment I	Draft of Grant Agreement
Attachment II	Overview of State of SC/SC DPH Travel Reimbursement Policies
Attachment III	Budget Template
Attachment IV	Program Guidelines
Attachment V	Procedures for Dispute Resolution

GRANT AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF PUBLIC HEALTH

AND

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

PURPOSE:

This Grant Agreement by and between the South Carolina Department of Public Health (DPH), Division of Injury, Violence, and Substance Use Prevention and _____ (Grantee), is to provide evidenced-informed Community Violence Intervention and Prevention programming that reduce homicides, gun violence, and group violence among individuals who have been identified as having the highest risk of perpetration or victimization and as outlined in DPH's Agency Funding Opportunity Number **FY2025-RFGA-DC-501** Request for Grant Applications.

A. SCOPE OF SERVICES:

1. Grantee shall:

- a. Provide evidence-informed Community Violence Intervention and Prevention programming in accordance with all requirements stated herein, and as outlined in the RFGA and the Grantee's application response.
- b. Receive prior DPH 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.
- c. Begin implementation and monitoring of all aspects of its project and document progress made toward achievement of identified efforts, activities, deliverables, objectives and goals according to Grantee's work plan.

2. DPH shall:

- a. Conduct program evaluations, in partnership with internal program staff, external stakeholders, and contractors with evaluation expertise, to determine the effectiveness of funded programs.
- b. Develop data collection policies for funded programs and procedures for distributing that data to relevant state and academic researchers to aid research and analysis of community violence, health, economic development, and other metrics over time.
- c. Provide technical assistance to funded violence intervention programs to implement national best practices and state data collection requirements.

B. TERM OF GRANT AGREEMENT:

The Grant Agreement initial term shall be effective January 27, 2025, or on date of last signature after all parties have signed, whichever is later, and shall terminate on January 26, 2026. This Grant Agreement is renewable for an additional one-year period. At the end of the initial term, and at the end of each renewal term, this Grant Agreement shall automatically renew for a period of one year, unless Grantee receives notice that the state elects not to renew the Grant Agreement at least thirty (30) days prior to the date of renewal. Regardless, this Grant Agreement expires no later than the last date of the maximum Grant Agreement period which is January 26, 2027.

Grantee must not begin work before the effective date.

C. COMPENSATION:

1. DPH agrees to reimburse the Grantee for reasonable and necessary costs incurred in the provision of services as described in the Scope of Services section up to the amount of \$_____ inclusive of all charges. Only work done during the effective dates of the Grant Agreement will be compensated.

DPH agrees to compensate the Grantee for services described in Section A as follows contingent upon availability of funding:

Year 1: Up to \$_____ or expenditures from date of last signature to January 26, 2026;

Year 2: Up to \$_____ for expenditures from January 27, 2026, to January 26, 2027.

2. In no event, will the total amount to be paid under this Grant Agreement exceed \$ **75,000**, inclusive of all expenses. Only work done during the effective dates of the Grant Agreement will be compensated.
3. Invoicing – Grantees will request reimbursement for expenditures monthly, no later than the 15th day of the following month.

4. Travel

Reimbursement of Grantee's travel expenses, including room and board, incurred in connection with the services under this Grant Agreement will be limited to the standard rates for State employee travel in effect during the period of this Grant Agreement and will be included within the maximum amount of the Grant Agreement.

[REFERENCE: <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate/>]

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>.

Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

5. **NO INTEREST OR LATE FEES** - No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Grantee's exclusive means of recovering any type of interest from DPH. Grantee waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. DPH shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Grant Agreement for any reason.

D. METHOD OF PAYMENT:

The Grantee shall submit a monthly request for payment for services rendered as outlined in the Scope of Services, Section A, 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, the period covered, an itemized listing of expenses incurred with categorical break-out sub-totals as required by the DPH unit, the total amount of the reimbursement, and supporting documentation for expenditures as required by DPH.

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 DPH within fifteen (15) days after the end of each month (or quarter or other).
3. Submit requests for payment to S. C. Department of Public Health, Attn:
Constance Lake
Community Violence Intervention and Prevention Unit Director
Bureau of Chronic Disease and Injury Prevention
2100 Bull Street Rm. N130
Columbia, SC 29201
E-mail: lakec@dph.sc.gov

E. REPORTING REQUIREMENT:

The unit director and unit evaluator will create a reporting template for the respective grantee. The reporting template will include indicators such as but not limited to number of activities, number of clients served, and location of services. The template will then be shared with the grantee who must provide feedback and edits, if necessary. On a designated date of each month, the grantee must submit a completed reporting template (that includes data for each indicator) to the unit director and unit evaluator. If reporting standards are not met, the grantee will be required to meet with the unit director and unit evaluator to discuss.

F. DUPLICATION OF EFFORTS

Applicants are responsible for reporting if this application will result in programmatic, budgetary, or commitment overlap with another application or award (i.e. grant, cooperative, agreement, or contract) submitted to another funding source in the same fiscal year. Programmatic overlap occurs when (1) substantially the same project is proposed in more than one application or is submitted to two or more funding sources for review and funding consideration or (2) a specific objective and the project design for accomplishing the objective are the same or closely related in two or more applications or awards, regardless of the funding source. Budgetary overlap occurs when duplicate or equivalent budgetary items (e.g., equipment, salaries) are requested in an application but already are provided by another source. Commitment overlap occurs when an individual's time commitment exceeds 100 percent, whether or not salary support is requested in the application. Overlap, whether programmatic, budgetary, or commitment of an individual's effort greater than 100 percent, is not permitted.

G. TERMS AND CONDITIONS:

1. **MINORITY BUSINESS**

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

2. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this Grant Agreement without DPH's prior written approval.

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

4. **AMENDMENTS:** The Grant Agreement may only be amended by written agreement executed by both parties.

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 (three years for federal subrecipients) or other longer period required by law after termination, cancellation, or expiration of the Grant Agreement, and make records available for inspection and copying and audit at any time DPH deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Grantee shall allow DPH to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Grant Agreement may result in immediate termination of this Grant Agreement with no further obligation on the part of DPH.

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

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

6. **TERMINATION:**

- a. DPH may terminate this Grant Agreement by providing thirty (30) calendar days written notice of termination to the Grantee.
- b. DPH 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 DPH to pay the charges or fund activities under this Grant Agreement, it shall terminate upon written notice to Grantee without any further obligation by DPH, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in DPH's sole discretion. DPH has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Grant Agreement.
- c. DPH may terminate this Grant Agreement for cause, default or negligence on the Grantee's part at any time without thirty calendar days advance written notice. DPH 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, gender identity, sexual orientation, pregnancy, veteran's status, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DPH.

Grantee's that administer or provide DPH programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any DPH-funded programs, activities and services.

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 Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DPH on its insurance policies as an additional insured and to provide DPH with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

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 PERFORMANCE:** Grantee will perform all services under this Grant Agreement with at least the ordinary care and skill customary in the profession or trade. Grantee and Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.
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 the State or its political subdivisions, agencies, or employees to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its political subdivisions, agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Grant Agreement, equitable indemnification, or any other theory or claim.
12. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Grant Agreement. Grantee's employees are not and shall not be considered DPH employees. Grantee shall not take any action or make any statement that suggests or implies that Grantee or its employees are employees, agents, partners, or joint venturers of DPH or have any right or authority to bind DPH to any agreement with a third party or to incur any obligation or liability on behalf of DPH except to the extent expressly authorized in this Grant Agreement.
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 and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Grant Agreement, Grantee consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DPH regarding the Grant is not a waiver by DPH of its sovereign immunity or immunity under the Eleventh Amendment

of the United States Constitution and does not represent DPH's consent to the jurisdiction of any court or agency of any other state.

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

Telephone

Fax

Email

DPH:

South Carolina Department of Public Health

Constance Lake

Community Violence Intervention and Prevention Unit Director

Bureau of Chronic Disease and Injury Prevention

2100 Bull Street, Rm. N130

Columbia, SC 29201

Phone: 803-898-2369

Email: lakec@dph.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address, or by mail to the named person's office.

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 DPH in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition

was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Grant Agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by DPH upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.

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:** DPH does not waive any prior or subsequent breach of the terms of this Grant Agreement by making payments on the Grant Agreement, by failing to terminate the Grant Agreement for lack of performance, or by failing to enforce any term of the Grant Agreement. Only the DPH Contracts Manager has actual authority to waive any of DPH's rights under this Grant Agreement. Any waiver must be in writing.
23. **PLACE OF CONTRACTING:** This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
24. **ATTACHMENTS/ENTIRE AGREEMENT:** Attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement. This Grant Agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Grant Agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understanding between such parties. The terms of this Grant Agreement without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Grant Agreement.
25. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:**
DPH has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

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

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

If Grantee or Grantee's agents or employees have reason to suspect FWA in DPH programs, this information should be reported in confidence to DPH. A report may be made by writing to the Office of Internal Audits, DPH, 2100 Bull Street, Columbia, SC 29201; or by calling the DPH Fraud, Waste and Abuse Hotline at 803-898-4869 or toll-free at 1-866-206-5202. Grantee is required to inform

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

26. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents, warrants, and covenants:
- (a) Grantee has and will maintain 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 and will 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 has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract or grant, except as disclosed on an exhibit to the Grant Agreement.
 - (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Grant Agreement.
- Include the following ONLY if the grantee is an organization:***
- (g) 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.
27. COUNTERPARTS AND FACSIMILE SIGNATURES: This Grant Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Grant Agreement shall be deemed an original and binding upon the signing party.
28. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant Agreement period will survive termination, cancellation, or expiration of the Grant Agreement unless expressly provided otherwise in the Grant Agreement or an amendment.
29. TIME: Unless specified otherwise: (a) "days" in this Grant Agreement means calendar days; (b) in computing any period of time prescribed or allowed by this Grant Agreement, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
30. NO ENDORSEMENT: Grantee will not take any action or make any statement, or request DPH take any action or make any statement, that suggests or implies that DPH or the State of South Carolina endorses Grantee or its services. Grantee shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the DPH Contracts Manager.
31. CONFLICT OF INTEREST: Grantee must disclose in writing any potential conflicts of interest to DPH. Grantee must maintain written standards of conduct covering conflicts of interest and governing

the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Grantee's officers, employees, and agents of may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Grantee may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Grantee's officers, employees, or agents.

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

32. CONFIDENTIALITY:

- (a) Grantee will comply with all confidentiality obligations under federal and state laws and DPH policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191 as amended, 42 U.S.C. §§1320d-1329d-9, and the Health Information Technology for Economic and Clinical Health Act (HITECH), 42 U.S.C. §§17921-17953, and related regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DPH, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.
- (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):
 - (i) access, view, use, or disclose confidential information without written authorization from DPH;
 - (ii) discuss confidential information obtained in the course of its relationship with DPH with any other person or in any location outside of its area of responsibility in DPH; or
 - (iii) make any copy of confidential information or remove or transfer this information to any location or media.
- (c) Grantee will direct any request it receives for confidential information obtained through performance of services under this contract, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DPH Contracts Manager and DPH Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DPH inspection and audit. If Grantee is a South Carolina public body subject to the Freedom of Information Act (FOIA), Grantee may disclose information to the extent required by FOIA without a court order, but will make reasonable efforts to consult with DPH before any disclosure.

- (d) Grantee must ensure that its employees, agents, and subcontractors who may have access to DPH confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law. If Grantee is determined by DPH to be a business associate with regard to its performance under this Grant Agreement, (see the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, as amended, 42 U.S.C. §§1320d-1329d-9, and regulations (45 CFR Parts 160 and 164)), Grantee will sign and comply with DPH's Business Associate Agreement (DPH Form 0854) and adequately secure Protected Health Information (PHI) in compliance with HIPAA. DPH may, in its discretion, require Grantee and Grantee's employees, agents, and subcontractors who will have access to confidential information by virtue of Grantee's performance hereunder to sign DPH Form #321A, the DPH Contractor Confidentiality Agreement, to protect information accessible to Grantee by its performance.
- (e) Grantee must immediately notify the DPH Compliance Officer at 803-898-9269, 1-888-843-3718, or at compliance@dph.sc.gov; and the DPH Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify DPH of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DPH in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
- (f) Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.
33. **COPYRIGHT/PATENT:** Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Grant Agreement shall belong to DPH. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DPH. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DPH. Grantee shall execute without additional compensation any additional documents DPH may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.
34. **LICENSE/ACCREDITATION:** Grantee represents and warrants that Grantee and Grantee's employees and/or agents who will perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify DPH if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.
35. **HIPAA TRAINING:** Before participating in any DPH clinical activity or rendering any service to DPH and its clients under this Grant Agreement, Grantee will ensure that its employees/agents are educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Grantee will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its

employees/agents will be required to receive necessary instruction using DPH's e-learning system before initiating performance of this Grant Agreement.

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

DRAFT

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

SOUTH CAROLINA DEPARTMENT OF
PUBLIC HEALTH

GRANTEE

BY: _____
Virginie Daguise, PhD
Director
Bureau of Chronic Disease and Injury
Prevention

BY: _____
Name
Title

DATE: _____

DATE: _____

MAILING ADDRESS:

South Carolina Department of Public Health
Constance Lake
Community Violence Intervention and
Prevention Unit Director
Bureau of Chronic Disease and Injury
Prevention
2100 Bull Street, Rm. N130
Columbia, SC 29201
Phone: 803-898-2369
Email: lakeC@dph.sc.gov

MAILING ADDRESS:

REMITTANCE ADDRESS: (if different from mailing
address)

TAX/EMPLOYER ID #: _____

DUNS: _____

TYPE OF ENTITY (check one):

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

If a corporation, LLC, partnership, nonprofit organization or
other entity:

State of incorporation/organization: _____

Registered agent and address in South Carolina:

SCDLLR or other license #: _____

ATTACHMENT II

Overview of State of SC/DPH Travel Reimbursement Policies for Vendors & Subrecipients

Updated July 9, 2024

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

DPH and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DPH travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DPH Travel Manual. Please see the manual for more detailed information.

Note that if a non-state employee is traveling from out-of-state to SC while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as in-state and the meals follow the State of SC's in-state rates. If a non-state employee travels from SC to out-of-state while on official, approved travel status for DPH related-business, all of the trip's reimbursable expenses are processed as out-of-state and the meals follow the State of SC's out-of-state rates.

TRAVEL REIMBURSEMENT DOCUMENTATION REQUIREMENTS:

1. DPH 103 Manual Travel Expense Report. A DPH manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DPH 103 Manual Travel Expense Report or comparable form and must include the following information:

- the itemized expenses for each day
- the departure time from home or office for the first day of their trip
- the arrival time to home or office for the last day of their trip
- signature for the vendor's traveling employee
- signature for the DPH supervisor involved with the vendor's project

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

3. DPH 178 Travel Log. Optional, available tool for the traveler to keep track of their travel expenses.

4. Receipts.

- Itemized, paid receipts are required for the following types of expenses:
 - **Lodging.** Must show hotel name, hotel address, name of room occupant, dates of stay, amount charged for nightly rate, taxes and fees, and total amount due. When reimbursing the employee, the hotel invoice must show a zero balance to support reimbursing the employee.
 - **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
 - **Other transportation** such as major buses, Amtrak and rental cars. Taxis, subways, metro, etc., do not require receipt; however, please explain amounts on travel form.
 - **Miscellaneous expenses**, such as the following, purchased for DPH-related business use while on travel status:
 - parking,
 - telephone calls,
 - internet/wi-fi access,

- gasoline for rental or State cars. Receipt must include vehicle tag number. (Considered MiscTravel Expense but uses 5031530000 Gasoline GL code),
- faxes,
- maps, and other supplies
- **Registration fees.** Must include paid registration receipt showing event name, dates, amount paid, and an agenda showing if meals are included in fee or not.
- Receipts are NOT required for the following reimbursable travel expenses:
 - Regular meal receipts at or below State allowances and not included in registration fees are not required.
 - Tolls, taxi, subway, airport shuttle, metro, and portorage (mandatory charge for carrying bags in/out of hotel, NOT a tip).

OVERVIEW OF MOST COMMON TRAVEL EXPENSES:

MILEAGE.

- Mileage is only reimbursed when driving their own car. Mileage is not reimbursed for using a rental car.
- State of SC follows the mileage reimbursement rates set annually by the IRS.

MILEAGE TYPE	Reimbursement Rate* for travel dates...	
	7/1/2023 TO 12/31/2023	1/1/2024 TO 12/31/2024
REGULAR MILES	\$0.655 per mile	\$0.67 per mile
REDUCED MILES	\$0.615 per mile	\$0.63 per mile

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

MEALS.

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DPH related business for DPH to reimburse for meals.
- **DPH follows the State of SC meal reimbursement rates, NOT the Federal GSA meal and incidental rates.**
- Meals for non-state employees who are on official, approved travel status for DPH-related business are reimbursable ONLY at the State daily allowable meal amounts.
- **DAILY MEAL ALLOWANCE RATES**

DAILY	In-State	Out-of-State	Departure from home or HQ...	Arrival back to home or HQ...
Breakfast	\$8.00	\$10.00	prior to 6:30 am	after 11:00 am*
Lunch	\$10.00	\$15.00	prior to 11:00 am	after 1:30 pm
Dinner	\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
Maximum	\$35.00	\$50.00	prior to 6:30 am	after 8:30 pm

*The time limitation for breakfast will not apply for overnight trips with early morning returns.

- The travel expense report must include the departure time from home or headquarters for the first day of the trip and the arrival time back to home or headquarters for the last day of the trip.
 - For the first day of the trip, they would use the Departure column in the table above to decide which meals they are eligible for based on their departure time. For example, they must depart home or HQ before 6:30am on the first day to be eligible for breakfast reimbursement.
 - For the middle days of the trip, times are not required, and they receive the maximum in-state or out-of-state daily amount for meals if meals are not included already in a registration or hotel stay.

- For the last day of the trip, they would use the Arrival column in the table above to decide which meals they are eligible for based on their arrival time. For example, they must arrive back at home or HQ after 8:30pm on the last day to be eligible for dinner reimbursement.
- Meals for one-day trips (no overnight stay) follow the same daily allowable amounts listed above but they follow special rules for reimbursement eligibility.
 - One Day Trip (No Overnight Stay and Meal NOT Included with Registration). In most cases, one-day meals are NOT reimbursable. If the employee has a one-day trip with no overnight stay, meals are not reimbursable unless they are at least 10 miles from headquarters and residence AND meet these other requirements:
 - Dinner is reimbursable only if the employee leaves headquarters before 5:15 pm and returns after 10:00 pm.
 - Breakfast and lunch are not reimbursable for one-day trips unless the employee has written Bureau Director approval AND follows the departure and arrival times for both meals.
 - Meals already paid as part of a registration fee are not reimbursable to the employee.
 - Any meals claimed for a one-day trip are subject to income tax, except for non-optional meals included in registration fees. Please talk with your tax consultant regarding any reporting requirements.
- If the non-state employee attends a conference or meeting where the registration fee includes a meal, then the non-state employee is not reimbursed for that meal, unless a valid, written justification is provided to explain why they couldn't participate in the meal.
 - Meals Included with Registrations:
 - If an employee is requesting reimbursement for a registration fee they paid that includes a meal(s) (breakfast, lunch, or dinner; NOT a continental breakfast or "reception"), State policy requires that meals included in registration fees at no option be separated from the total amount of the registration fee and claimed as a meal at the State rate on the travel document. This does not result in any loss of reimbursement to the employee, but is simply a matter of accounting.
 - If a meal is included in a direct bill registration fee or lodging fee, the employee should not claim additional reimbursement unless the employee is unable to eat the included meal and pays for a substitute meal out-of-pocket. The claim will be restricted to the same rates as any other meal reimbursement.
- If the hotel provides a hot breakfast (including a hot protein like eggs, bacon, etc.; does not include a "continental" breakfast) as part of the hotel rate, they do not receive a separate breakfast reimbursement. They only receive a breakfast reimbursement if they pay for breakfast out of their own pocket and it meets the time-of-day restrictions for the meal reimbursements.

LODGING.

- Must be at least 50 miles from their assigned headquarters and residence on official, approved travel status for DPH related business for DPH to reimburse or pay hotel direct bill for overnight accommodations.
- Paid lodging "folio" receipt showing nightly rate is required for reimbursement.
- **State of SC agencies follow the official GSA maximum lodging rates, available at GSA.gov.** The nightly rate before taxes charged by the hotel must be at or below the GSA max lodging rate. The GSA max lodging rate is before taxes. Taxes on the GSA max lodging rate are reimbursable.
- Be aware that some hotels may say they have a "government" or "special" rate, but it may still be higher than the official GSA max lodging rate. State of SC only acknowledges the official GSA max rate.

AIRFARE. When making airline reservations, whoever makes the reservation should secure the most cost-efficient flight, taking advantage of any cost savings that may be available at the time of travel. In accordance with State policy, "State agencies and employees shall select air carriers based on cost and time criteria, not on whether frequent flyer premiums are given. First class and business class airlines tickets are not allowed." The employee must fly at the lowest rate available, and any extras will be at the employee's cost.

- Itemized airfare receipt is required showing entire itinerary.
- Baggage fee is reimbursable and baggage receipts must be included with travel reimbursement claim.
- Any charges for flight changes must include an explanation/justification. Charges for flight changes can only be reimbursed if there is a cost benefit to Agency to change the flight.

RENTAL CAR. If the non-state employee drives a RENTAL CAR while on official, approved travel status for DPH related business, then the mandatory, non-optional expenses on the rental company's invoice can be paid.

- Requires paid receipt.
- In addition to the fee to rent the car, the rental company may also charge for mileage used while the car is rented, where they check the rental car's odometer before and after the trip. If that is on the rental company's bill, DPH can pay that.
- Optional items can NOT be paid or reimbursed by DPH.
- DPH can NOT reimburse the non-state employee for personal-car mileage at the current IRS mileage rates when a rental car is used instead of a personal car.
- DPH can reimburse the non-state employee for gasoline for the rental car during the rental period. The gas receipt or credit card statement showing the expense must be provided WITH the rental car's license plate number written on the receipt. Note that the rental car license plate often appears on the rental car receipt or contract. Gas for a rental or State car is considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code.

TAXI, AIRPORT SHUTTLE, AND METRO. These three types of "other transportation" do NOT require receipts but are reimbursable. If they do have the paid receipt, it is HIGHLY recommended to have it with the travel reimbursement. Tips are NOT reimbursable.

TOLL ROADS. Reimbursable but receipts are NOT required.

TIPS VS. PORTERAGE. Tips are NOT reimbursable. Porterage, a mandatory charge for carrying bags in/out of a hotel, is reimbursable and does NOT require a receipt.

MISCELLANEOUS TRAVEL EXPENSES.

- Reimbursed with a paid receipt:
 - parking fees,
 - gas for rental or State car (with car license plate number written on receipt) (considered a Misc Travel Expense but uses 5031530000 Gasoline GL code),
 - internet/Wi-Fi access for business use,
 - hotel safe fees for business use,
 - phone calls for business use.
- Reimbursed but do not require a receipt:
 - tolls,

- portage (charge for carrying bags in/out of hotel-- NOT A TIP).

NOTE: Fees for online booking and travel agency bookings are not reimbursable.

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ATTACHMENT III

Budget Template

<https://dph.sc.gov/health-wellness/health-safety/community-violence-intervention-and-prevention-cvip>

Budget Narrative for:						
						FEDERAL REQUEST
A	Salaries and Wages					\$0
	Position Title and Name	Annual Salary	% Time	No. of Months	Amount	
1				12		
2				12		
3				12		
4				12		
				12		
1	Position Description from above position(s)					
2						
3						
4						
B	Fringe Benefits					
	Classified Salaries	\$0	-	x	%	#VALUE!
C	Consultant Costs					
		\$0				
D	Equipment					
		\$0				
E	Supplies					
		\$0				
1						\$0
2						\$0
3						\$0
4						\$0
5						\$0

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

	Method of Accountability:						
	Itemed budget and justification:						
							!
	Total Direct Cost						#VALUE!
	Salaries and Wages						0
	Fringe						#VALUE!
	Consultant Costs						0
	Equipment						0
	Supplies						0
	Travel						0
	Other						0
	Contractual						#VALUE!
	Total Indirect Costs	\$	-	x	%		#VALUE!
	Total CVIP FEDERAL REQUEST						#VALUE!

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ATTACHMENT IV
PROGRAM GUIDELINES

https://dph.sc.gov/sites/scdph/files/media/document/Program_Guidelines-Proviso_CVIP.pdf

11/23/22, 9:22 AM

South Carolina Legislature Online Amendment History

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

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

EXPLANATION:

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

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

(B) The program shall:

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

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

- (1) implement, expand, or enhance coordination between evidence -informed violence reduction initiatives including, but not limited to hospital-based violence intervention, street outreach, and group violence intervention strategies that have demonstrated effectiveness at reducing homicides, gun violence, and group violence without contributing to mass incarceration;

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

Amend totals and titles to conform.

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ATTACHMENT V

PROCEDURES FOR DISPUTE RESOLUTION

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

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

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

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

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

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

- A. **Applicability.** These procedures shall apply to controversies between DPH and a Subrecipient when the Subrecipient disagrees with DPH's evaluation of an expenditure by the Subrecipient as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DPH and a Subrecipient of an awarded grant.
- B. **Complaint against Grant Program Management.** No later than *thirty (30) calendar days* after receiving notice that the agency's grant program area has denied an expenditure, a Subrecipient must email, or fax written notice identifying any dispute or controversy to the Grant Unit Director. The Grant Unit Director will, *within thirty (30) calendar days* thereafter, review and attempt to informally resolve the dispute or controversy. If the dispute cannot be mutually resolved within that timeframe, a Subrecipient wishing to continue pursuit of the dispute must e-mail or fax written notice of the dispute to the Program Area Director within *five (5) business days* following the 30-day review period by 5:00 p.m. The Program Area Director or his/her designee will, within *ten (10) business days* of receipt of a written notice of the dispute, meet or hold a conference call with the Subrecipient. Within *ten (10) business days* after such consultation with the Subrecipient, the Program Area Director will email or fax the Subrecipient with a written determination as to his/her decision regarding the disposition of the expenditure. The decision of the Program Area Director will be final and may not be further appealed by the requestor.

* Contacts are listed below:

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