

SUBRECIPIENT AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

SUBRECIPIENT ORGANIZATION

FOR FUNDING ASSOCIATED WITH

RURAL HEALTH TRANSFORMATION PROGRAM

DATED AS OF

JULY 31, 2026

INDEX

	<u>Page</u>
RECITALS	1
ARTICLE I SUBRECIPIENT AGREEMENT PERIOD	2
ARTICLE II DEFINITION OF TERMS AND ACRONYMS	2
ARTICLE III STATEMENT OF WORK	3
ARTICLE IV CONDITIONS FOR FUNDING BY SCDHHS	5
ARTICLE V RECORDS AND AUDITS	7
ARTICLE VI TERMINATION OF SUBRECIPIENT AGREEMENT	9
ARTICLE VII APPEALS PROCEDURES	10
ARTICLE VIII COVENANTS AND CONDITIONS	11
TESTIMONIUM	20
APPENDIX A SUBRECIPIENT CERTIFICATIONS	
APPENDIX B GRANT OPPORTUNITY	
APPENDIX C SUBRECIPIENT APPLICATION	
APPENDIX D SUBRECIPIENT REPORTING	

SUBRECIPIENT AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
SUBRECIPIENT ORGANIZATION.

**FOR FUNDING ASSOCIATED WITH THE RURAL HEALTH TRANSFORMATION
PROGRAM**

This Subrecipient Agreement is entered into as of the thirty-first day of July 2026, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text., Click or tap here to enter text. Click or tap here to enter text., hereinafter referred to as the "Subrecipient".

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid program;

WHEREAS, the Centers for Medicare and Medicaid Services has awarded funds to SCDHHS under the Rural Health Transformation Program, authorized under section 71401 of Public Law 119-21 ("Working Families Tax Cut Legislation"), which empowers states to strengthen rural communities by improving healthcare access, quality, and outcomes by transforming the healthcare delivery ecosystem;

WHEREAS, SCDHHS issued a Request for Applications on April 2, 2026, to provide opportunities for one-time, high-impact funds designed to transform the rural health care landscape through four integrated, outcome-driven initiatives that align with CMS' strategic goals.

WHEREAS, the Subrecipient represents and warrants that it meets applicable standards to receive such funds for certain services as specified under section 71401 of Public Law 119-21 by submitting such an application and has been selected by SCDHHS in accordance with the procedures set forth in the Request for Applications;

WHEREAS, the Subrecipient desires to provide such services as outlined in this Subrecipient Agreement.

NOW THEREFORE, the parties to this Subrecipient Agreement, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

SUBRECIPIENT AGREEMENT PERIOD

This Subrecipient Agreement shall take effect on July 31, 2026, and shall, unless sooner terminated in accordance with Article VII, continue in full force and effect through September 30, 2027.

ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this Subrecipient Agreement, the following terms shall have the following defined meanings:

Beneficiary: A person who has been determined eligible to receive services as provided for in the South Carolina State Plan for Medical Assistance.

CMS: Centers for Medicare and Medicaid Services

Federal Financial Participation (FFP): Any funds, either title or grant, from the Federal Government.

GAO: Government Accountability Office

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations.

Milestone(s): Significant specific points along a project timeline. These points may be major Deliverables, signal anchors, a need for external review, or input. In many instances, Milestones do not impact project duration. Instead, they focus on major progress points that must be reached to achieve success.

Rural Health Transformation Program (RHTP): The program authorized under Section 71401 of Public Law 119-21 ("Working Families Tax Cut legislation"), which empowers states to strengthen rural communities by improving healthcare access, quality, and outcomes by transforming the healthcare delivery ecosystem.

SAM: System of award management

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

SCDHHS Appeal Regulations: Regulations promulgated in accordance with S.C. Code Ann. §44-6-90 (2018), S.C. Code Ann. Regs. 126-150 et seq. (2011) and S.C. Code Ann. §§1-23-310 et seq. (2005).

South Carolina State Plan for Medical Assistance (State Plan): The comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, subchapter XIX, as

amended (42 U.S.C. §1396 et seq.).

USDHHS: United States Department of Health and Human Services

ARTICLE III

STATEMENT OF WORK

For and in consideration of the promises herein made by the parties, the parties agree to provide the following effective July 31, 2026, to September 30, 2027:

A. Subrecipient Responsibilities

1. Operational Requirements

Subrecipient must:

- a. Use any money earned from its award-supported project activities (“program income”) solely for the purposes and under the conditions of the award as described in **Appendix B** and **Appendix C**.
- b. Implement the project as described in the grant opportunity and application which is attached hereto respectively as **Appendix B** and **Appendix C**, including adherence to the specific task and activities, technical requirements, deliverables and timeline proposed for improving rural health infrastructure.
- c. Comply with the terms and conditions of federal awards as specified in 2 CFR 200.101(b)(1) as described in the grant opportunity described in **Appendix B**.
- d. Use funds received from SCDHHS under this Subrecipient Agreement solely for permissible uses associated with this Subrecipient Agreement as described in **Appendix B**.

2. Communication Requirements

Subrecipient must:

- a. Direct all routine programmatic and technical communications to the designated project lead identified in Appendix __ of this agreement.
- b. Participate in regular monitoring communications as requested by SCDHHS and the subcontractor and provide prompt notice of any event that materially impacts the timeline, budget, or scope of work withing five (5) business days of its occurrence.
- c. Deliver any formal legal or contractual notice required under this Subrecipient Agreement via electronic mail/system of record identified by the subcontractor with a confirmed delivery receipt or by tracked physical delivery to the official addresses on file.

3. Reporting Requirements

Subrecipient must:

- a. The Subrecipient shall provide the following no later than September 1, 2026:
- b. Submit at a minimum quarterly progress and financial reports, including but not limited to the reports described in **Appendix B**.
- c. Use the reporting template in **Appendix D** to provide a project plan status update monthly in arrears within ten (10) business days of the beginning of the month for the term of this Subrecipient Agreement.
- d. Cooperate with regular reporting requests, and ad hoc reporting requests as needed, from the subcontractor and SCDHHS.
- e. Review information on post-award reporting requirements on CMS' website as described in **Appendix B**.

4. Financial Management and Compliance

Subrecipient shall:

- a. Have in place, prior to receipt of funds pursuant to this Subrecipient Agreement, a financial management system that can isolate and trace every dollar funded under this Subrecipient Agreement from receipt to expenditure and shall have on file appropriate support documentation for each relevant transaction. Examples of such supporting documentation include, but are not limited to, copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals.
- b. Prior to submission to SCDHHS, redact, in accordance with the definition of Protected Personally Identifiable Information ("PII") set forth in 2 CFR § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security numbers, passport numbers, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical, and financial records, and educational transcripts; provided, however, that this requirement shall not include PII that is required by law to be disclosed.

B. SCDHHS Responsibilities

1. Assign relevant subject matter experts (SMEs) and other program area resources as necessary to assist the Subrecipient in the provision of the required services as outlined in Article III, SCOPE OF SERVICES. The number and makeup of this team will be determined by SCDHHS based on the project plan and approach.

2. Provide the Subrecipient with any necessary documentation or information pertinent for the completion of the tasks described in Article III, SCOPE OF SERVICES.
3. SCDHHS, at its discretion, may visit the site of the project associated with the funding received hereunder at any time and perform activities reasonably related to the fulfillment of SCDHHS' oversight responsibilities. When appropriate, SCDHHS shall make reasonable efforts to provide notice to Subrecipient prior to such visits.

ARTICLE IV

CONDITIONS FOR FUNDING BY SCDHHS

SCDHHS agrees to provide certain grant funding to the Subrecipient pursuant to this Subrecipient Agreement in the manner and method herein stipulated:

A. Maximum Funding

During the Initial Term of this Subrecipient Agreement, SCDHHS shall distribute to the Subrecipient certain funding in an amount not to exceed __(\$).

All funds disbursed under this Subrecipient Agreement must be distributed exclusively to subrecipients that have been approved by both SCDHHS and CMS, in accordance with the requirements of the Rural Health Transformation initiative and applicable federal regulations. The Subrecipient shall maintain documentation of second-tier subrecipient approvals and ensure compliance with all relevant federal and state guidelines.

Subrecipient agrees to be solely responsible for any costs to Contractor associated with performing its functions under this Subrecipient Agreement. Further, if any funding is not distributed in accordance with the provisions of this Subrecipient Agreement, SCDHHS shall seek recoupment of such funds.

B. Method of Reimbursement

This is a cost reimbursement agreement. SCDHHS shall reimburse the Subrecipient for actual allowable costs incurred up to the total allocated amount, in accordance with the approved budget and federal cost principles outlined in 2 CFR 200 Subpart E.

C. Invoicing

1. The Subrecipient shall submit an invoice for the amount listed in Section A. above, and upon approval by SCDHHS and CMS by __.
2. The Subrecipient shall submit itemized invoices on a __ basis, no later than __ days following the end of each calendar __ in which expenses were incurred. Invoices must align with the approved budget line items.

The Subrecipient shall submit the invoice to:

Accounting Operations/Accounts Payable
South Carolina Department of Health and Human Services
1801 Main Street
Post Office Box 8206
Columbia, South Carolina 29202-8206

Email invoices to invoices@scdhhs.gov

3. The Subrecipient must submit the final invoice to SCDHHS no later than ___ days following the end of the period of performance. SCDHHS is not obligated to honor invoices received after this deadline. Any unexpended funds remaining at expiration shall revert to the ____.
4. SCDHHS shall issue payment for complete and accurate invoices in accordance with its accounts payable policies and as required by the South Carolina Consolidated Procurement Code.

D. Payment Terms

Upon receipt, review, and approval of a proper and undisputed invoice, SCDHHS shall issue payment within ___ days. SCDHHS reserves the right to withhold payment on any invoice if the Subrecipient is delinquent on required technical, financial, or performance reports.

E. Remedies for Noncompliance

If SCDHHS determines that Subrecipient is not in compliance with this Subrecipient Agreement, SCDHHS may impose specific conditions, in accordance with 2 CFR 200.208 and/or 2 CFR 200.339. If SCDHHS determines that specific conditions are warranted, SCDHHS shall provide written notice to the Subrecipient specifying: (i) the cause for which specific conditions are warranted; (ii) the nature of the specific conditions imposed; (iii) the nature of the actions necessary to remove the specific conditions, if applicable; (iv) the time allowed for completing actions to remove the specific conditions, if applicable; and (v) the means by which the Subrecipient may request reconsideration of the specific conditions imposed. Specific conditions under this provision include, but are not limited to, the following:

1. Additional reporting or monitoring requirements;
2. Requiring Subrecipient to obtain technical or management assistance;
3. Establishing additional prior approval requirements;
4. Temporarily withholding of payments until corrective action is taken;
5. Disallowance of costs for all or part of the activity associated with the noncompliance;
6. Suspension or termination of the award under this Subrecipient Agreement

in part or in its entirety;

7. Recommendation of initiation of suspension or debarment proceedings; or
8. Legal action to recover damages or other legally available remedies.

SCDHHS reserves the right to recoup funds either in part or in whole as provided under this Subrecipient Agreement if, in the sole discretion of SCDHHS, the Subrecipient fails to make sufficient progress on the project as described in **Appendix C**.

If SCDHHS chooses to recoup funds prior to the expiration of this Subrecipient Agreement, then no further payments will be made under this Subrecipient Agreement, and it shall be terminated once Subrecipient repays the funds.

ARTICLE V

RECORDS AND AUDITS

A. Accuracy of Data and Reports

The Subrecipient shall certify that all statements, reports, and claims, financial and otherwise, are true, accurate, and complete. Subrecipient shall not submit for payment any claims, invoices, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Subrecipient Agreement, and SCDHHS policy.

1. Maintenance of Records

The Subrecipient must maintain an accounting system with supporting fiscal records adequate to ensure that claims for funds are in accordance with this Subrecipient Agreement and all applicable laws, regulations, and policies. The Subrecipient further agrees to retain all financial and programmatic records, supporting documents, and statistical records and other records of Beneficiaries relating to the delivery of care or service under this Subrecipient Agreement, for a period of three (3) years after submission of Subrecipient's final financial report (including any amendments and/or extensions to this Subrecipient Agreement).

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, the Government Accountability Office (GAO), and USDHHS, and/or any of the designees of the above may deem necessary during the Subrecipient Agreement period (including any amendments and/or extensions to this Subrecipient Agreement) and for a period of three (3) years after submission of final financial report, the Subrecipient shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General's Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, USDHHS, and/or their designee(s) shall have the right to audit, review, examine and make copies, excerpts, or transcripts from all records, contact, and conduct private

interviews with the Subrecipient's Beneficiaries and employees, and do on-site reviews of all matters relating to service delivery as specified by this Subrecipient Agreement. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.

2. Retention Period

The retention period shall apply to all records related to property, equipment, program income earned after the period of performance, and cost rate computations, when applicable, in accordance with federal requirements. Retention must continue beyond this period if:

- a. Any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.
- b. If the Subrecipient receives written notice from SCDHHS, the federal awarding agency, cognizant audit, oversight, or indirect cost agency requiring extended retention timeframe.

This provision is applicable to any second-tier Subrecipient and must be included in all subawards.

B. Audits

The Subrecipient must comply with the rules listed in 2 CFR 200 and applicable provisions in 2 CFR 300, Uniform Administrative Requirements, Cost Principles, and Audit Requirements. This includes:

1. Fiscal Audits

- a. The Subrecipient must arrange for and make all financial records, supporting documentation, and related systems available to SCDHHS' subcontractor during the quarterly audits in accordance with 2 CFR 200.508(d).
- b. The Subrecipient shall promptly respond to audit requests, submit required schedules of expenditures, financial statements, and follow-up on any findings formally reported by SCDHHS' subcontractor, in accordance with 2 CFR 200.508(b) and (c).

2. Programmatic Monitoring

- a. The Subrecipient will provide SCDHHS' subcontractor access to program files, beneficiary records, service delivery sites, staff, and other materials necessary for the subcontractor to assess procedural compliance outcomes.
- b. Subrecipient personnel must be available to support interviews and

discussions during monitoring visits.

3. Audit Coordination and Reporting

- a. Subrecipient shall coordinate audit dates with SCDHHS' subcontractor, ensuring timely notification and scheduling at mutually agreed times.
- b. Within thirty (30) calendar days after receipt of each audit/monitoring report, the Subrecipient shall prepare and submit a corrective action plan addressing any identified deficiencies consistent with 2 CFR 200.512.
- c. All final reports and corrective action plans must also be submitted to SCDHHS as specified in this Subrecipient Agreement.

4. Cost Implications and Compliance

- a. The cost of these audits are deemed allowable and must be charged in accordance with 2 CFR 200.425 and 200.506.
- b. Subrecipient must cooperate with regular reporting requests, and ad hoc reporting requests as needed, from the subcontractor and SCDHHS.

C. System for Award Management Registration

In accordance with 2 CFR 25 Appendix A, unless exempt from this requirement under 2 CFR 25.110, the Subrecipient must maintain a current and active registration in the System for Award Management (SAM.gov). The Subrecipient's information must always be current and active until the Subrecipient submits all final reports required under this Subrecipient Agreement or receives final payment, whichever is later. The Subrecipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the Subrecipient's immediate and highest-level owner and subsidiaries and providing information about the Subrecipient's predecessors that have received a federal award or Subrecipient Agreement within the last three (3) years.

D. Mandatory Disclosures

The Subrecipient must, in accordance with 2 CFR 200.113, promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31. U.S.C. 3729-3733). The disclosure must be made in writing to the federal agency, the agency's Office of Inspector General (OIG), and SCDHHS. Subrecipients are also required to report matters related to Subrecipient integrity and performance in accordance with Appendix XII of 2 CFR 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

ARTICLE VI

TERMINATION OF SUBRECIPIENT AGREEMENT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Subrecipient Agreement shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann. §44-107-60 (2018), and 2 CFR Part 182 (2025, as amended), this Subrecipient Agreement is subject to immediate termination, suspension of payment, or both if the Subrecipient fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Subrecipient Agreement

This Subrecipient Agreement may be canceled or terminated by either party at any time within the Subrecipient Agreement period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Insolvency

This Subrecipient Agreement is voidable and subject to immediate termination by SCDHHS upon the Subrecipient's insolvency, including the filing of bankruptcy proceedings. In the event the Subrecipient enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Subrecipient agrees to furnish written notification of the bankruptcy to SCDHHS. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed. This obligation remains in effect until final payment under this Subrecipient Agreement.

E. Termination for Loss of Licensure or Certification

In the event that the Subrecipient loses its license to operate or practice from the South Carolina Department of Public Health or the appropriate licensing agency, this Subrecipient Agreement shall terminate as of the date of delicensure. Further, should the Subrecipient lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this Subrecipient Agreement shall terminate as of the date of such decertification.

F. Termination for Unauthorized Use of Professional Employer Organization

This Subrecipient Agreement may be canceled or terminated by SCDHHS at any time within the Subrecipient Agreement period should the Subrecipient engage the use of a professional employer organization or organization group to perform any services required under this Subrecipient Agreement without the express written consent of SCDHHS, in accordance with Article IX, Section W.

G. Termination by Either Party

Either party may terminate this Subrecipient Agreement upon providing the other party with thirty (30) days written notice of termination.

H. Notice of Termination

In the event of any termination of this Subrecipient Agreement under this Article, the party terminating the Subrecipient Agreement shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If this Subrecipient Agreement is terminated pursuant to Sections C, D and/or H of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If this Subrecipient Agreement is terminated pursuant to Sections A, B, E, and/or G of this Article, termination shall be effective upon receipt of such notice. If this Subrecipient Agreement is terminated pursuant to Section F of this Article, terminations shall be effective upon the date set forth in the notice.

ARTICLE VII

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Subrecipient Agreement, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS' action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations at S.C. Code Ann. Regs. 126-150, et seq., (2011) and in accordance with the Administrative Procedures Act, S.C. Code Ann. §§1-23-310, et seq. (2005). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S.C. Code Ann. §1-23-380, (2005).

ARTICLE VIII

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Subrecipient Agreement agree to the following covenants and conditions:

A. Compliance with Federal, State, and Local Laws

In addition to the provisions provided herein, Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes, executive orders, and regulations of the federal, state, and local governments, and shall be solely responsible for any recoupments or penalties that might arise from such noncompliance. Such compliance includes but is not limited to any federal, state, and local procurement, competitive bidding, public works, public meeting, permitting, environmental, historic preservation, land use, property and equipment standards, labor, nondiscrimination, or reporting requirements as well as applicable provisions of the Uniform Administrative Requirements and current and future regulations and interpretative guidance issued by HHS, CMS, or SCDHHS related to the RHTP. It is the responsibility of Subrecipient to become familiar with these requirements, and SCDHHS assumes no liability to the Subrecipient for any damages arising out of or in any way connected with Subrecipient's noncompliance with such laws, ordinances, codes, executive orders, and regulations of the federal, state, and local governments.

The Subrecipient agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal

protection of the laws and including, but not limited to:

1. Clean Air Act and Federal Water Pollution Control Act: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency.
2. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, (45 CFR Part 80, 2025, as amended), which provide that the Subrecipient must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Subrecipient Agreement.
3. Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000e) in regard to employees or applicants for employment, additionally, except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of “federally assisted construction contract” in 41 CFR § 60-1.3 must include the equal opportunity clause provided under 41 CFR § 60-1.4(b).
4. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, as amended Pub. L. No. 97-35, § 1908(a)(2), 95 Stat. 483, 542 (1981), which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. The Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (2018), and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2025, as amended).
7. Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976, as amended (codified at 42 U.S.C. §6962) in regard to the procurement of the designated items as set forth in the guidelines of the Environmental Protection Agency (EPA) (40 CFR 247), additionally, section 101 of Executive Order (EO) 14057 in regard to energy sustainability.
8. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as set forth in the Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) in regard to laborer and mechanic wage rates and the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145) as set forth by the Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States”) in regard to contract provisions.

9. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702 and 3704) as set forth by the by Department of Labor regulations (29 CFR Part 5) in regard to standard work week hours and safe working conditions.

B. Information on Persons Convicted of Crimes

The Subrecipient agrees to furnish SCDHHS or to the USDHHS information whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)). The disclosure must be made in writing to USDHHS, the USDHHS Office of Inspector General, and SCDHHS. Subrecipients shall also report matters related to recipient integrity and performance in accordance with [Appendix XII of 2 CFR Part 200](#). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. Failure to comply with this requirement may lead to termination of this Subrecipient Agreement.

C. Conflict of Interest

No employee, officer, agent, or board member of the Subrecipient or any contractor may participate in the selection, award, or administration of any Subrecipient Agreement supported by a federal award, such participation being a prohibited “conflict of interest.” Prohibited conflicts of interest also include when any subrecipient or contractor employee, officer, agent, or board member’s immediate family member, partner, or an organization employing or about to employ any of them, has a financial or other interest in the firm or organization selected for award. The Subrecipient certifies by signing this Subrecipient Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with SCDHHS of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Subrecipient Agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of subrecipient agreements and subawards.

D. Insurance

The Subrecipient shall maintain, throughout the performance of its obligations under this Subrecipient Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Subrecipient or any of its second-tier Subrecipients or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this Subrecipient Agreement. The Subrecipient shall be the named insured

on the insurance policies required by this Section.

It shall be the responsibility of the Subrecipient to require any second-tier Subrecipient to secure the same insurance as prescribed herein for the Subrecipient. In addition, the Subrecipient shall indemnify and save harmless SCDHHS from any liability arising out of the Subrecipient's untimely failure in securing adequate insurance coverage as prescribed herein. All such coverage shall remain in full force and effect during the initial term of the Subrecipient Agreement and any renewal thereof.

E. Proof of Insurance

Any time, at the request of SCDHHS or its designee, the Subrecipient shall provide proof of insurance as required in the insurance section of this Article whereby the Subrecipient shall be the named insured on the insurance policy or policies.

F. Privacy and Security of Health Information

Subrecipient shall put appropriate regulatory, administrative, technical, and physical safeguards in place before beginning work on the Project to protect the privacy and security of individually identifiable health information. Regardless of whether Subrecipient is a "covered entity" (CE) or "business associate" (BA) as those terms are defined under the HIPAA Privacy Rule, Subrecipient shall ensure that its own and any of its sub-tier subrecipients' or contractors' policies and procedures are at least as stringent as those governing the use and disclosure of protected health information by HIPAA CEs and BAs under 45 CFR Part 160 and 45 CFR Part 164.

G. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this Subrecipient Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

H. Restrictions on Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. Debarment/Suspension/Exclusion

The Subrecipient agrees to comply with all applicable provisions of 2 CFR Part 180 (2025, as amended) as supplemented by 2 CFR Part 376 (2025, as amended),

pertaining to debarment and/or suspension and to require its second-tier Subrecipients to comply with these same provisions to ensure that no party receiving funds from this Subrecipient Agreement are listed on the government-wide exclusions in the System for Award Management (SAM).

J. Reporting of Fraudulent Activity

If at any time during the term of this Subrecipient Agreement, the Subrecipient becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a Beneficiary of or applicant for services, an employee of the Subrecipient or SCDHHS, and/or second-tier Subrecipients or its employees, has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other Subrecipient Agreement, such information shall be reported in confidence by the Subrecipient directly to SCDHHS.

K. Whistleblower Protection

An employee of Subrecipient shall not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees, in writing and in the predominant native language of its workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, and Subrecipient shall include a provision in any sub-tier subcontract or subaward agreement requiring compliance with this provision.

L. Integration

This Subrecipient Agreement shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section S of this Article.

M. Governing Law

It is mutually understood and agreed that this Subrecipient Agreement shall be governed by the laws of the State of South Carolina both as to interpretation and performance.

N. Severability

Any provision of this Subrecipient Agreement prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Subrecipient Agreement.

O. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by the Subrecipient of

any provision of this Subrecipient Agreement or the continued payment of the Subrecipient by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Subrecipient Agreement; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

P. Non-Waiver of Rights

SCDHHS and the Subrecipient hereby agree that the execution of and any performance pursuant to this Subrecipient Agreement does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

Q. Non-Assignability

No assignment or transfer of this Subrecipient Agreement or of any rights hereunder by the Subrecipient shall be valid without the prior written consent of SCDHHS.

R. Legal Services

No attorney-at-law shall be engaged through use of any funds provided by SCDHHS pursuant to the terms of this Subrecipient Agreement. Further, with the exception of attorney's fees awarded in accordance with S.C. Code Ann. §15-77-300 (2005), SCDHHS shall under no circumstances become obligated to pay an attorney's fee or the costs of legal action to the Subrecipient. This covenant and condition shall apply to any and all suits, legal actions, and judicial appeals of whatever kind or nature to which the Subrecipient is a party.

S. Attorney's Fees

In the event that SCDHHS shall bring suit or action to compel performance of or to recover for any breach of any stipulation, covenant, or condition of this Subrecipient Agreement, the Subrecipient shall and will pay to SCDHHS such attorney's fees as the court may adjudge reasonable in addition to the amount of judgement and costs.

T. Amendment

No amendment or modification of this Subrecipient Agreement shall be valid unless it shall be in writing and signed by both parties hereto.

U. Amendment Due to the Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Subrecipient Agreement, without the consent of the Subrecipient, when the amendment is due to the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction in the dollar amount of this Subrecipient Agreement. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing the Subrecipient of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability

of such funds.

V. Sub Sub-Awards

Unless otherwise expressly authorized in writing, all services to be provided hereunder shall be provided by the Subrecipient directly and no second-tier Subrecipients for the provision of such services shall be entered into by the Subrecipient without the prior written approval of SCDHHS. Any subawards must be submitted to SCDHHS for written approval before reimbursement shall be made for services rendered thereunder. Subawards under this Subrecipient Agreement shall be in writing and shall be subject to the terms and conditions of this Subrecipient Agreement. The Subrecipient shall be solely responsible for the performance of any second-tier Subrecipient.

W. Professional Employer Organization

The Subrecipient shall not engage the services of any professional employer organization or organization group pursuant to S.C. Code Ann. §§40-68-10, et seq. (2011) to perform any services required under the terms and conditions of this Subrecipient Agreement without the express written consent of SCDHHS. Unauthorized use of a professional employer organization or organization group by the Subrecipient to fulfill the terms and conditions of this Subrecipient Agreement may result in termination of the Subrecipient Agreement.

X. Copyrights/Rights to Inventions Made Under a Contract or Agreement

If any copyrightable material is developed in the course of or under this Subrecipient Agreement, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Y. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Subrecipient Agreement. The Subrecipient shall take necessary steps to ensure or protect Beneficiaries, itself, and its personnel. The Subrecipient agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

Z. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

AA. Equipment

Equipment is defined as an article of tangible property that has a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established for financial statement purposes, or Ten Thousand Dollars (\$10,000). See 2 CFR 200.313 for requirements related to equipment purchased with funds from this Subrecipient Agreement.

BB. Release of Reports

The Subrecipient understands and agrees that all reports and assessments prepared by Subrecipient pursuant to this Subrecipient Agreement, including drafts, must be submitted to SCDHHS for review and approval by SCDHHS. The Subrecipient may not release or disclose, in any form, a report or assessment (including drafts) to any person/entity without the expressed, written consent of SCDHHS.

CC. Stevens Amendment

When issuing statements, press releases, publications, requests for proposals, bid solicitations, and other documents—such as toolkits, resource guides, websites, and presentations—describing the projects or programs funded in whole or in part with HHS funds, Subrecipient shall clearly state: (i) the percentage and dollar amount of the total costs of the program or project funded with federal money; and (ii) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

DD. Indemnification-Third Party Claims

Notwithstanding any limitation in this Subrecipient Agreement, the Subrecipient shall defend and indemnify SCDHHS and all its respective officers, agents, and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arises out of, or result in any way from, any defect in goods or services acquired hereunder or from any act or omission of the Subrecipient, its second-tier Subrecipients, their employees, workmen, servants, or agents. The Subrecipient shall be given written notice of any suit or claim. SCDHHS shall allow the Subrecipient to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow the Subrecipient to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) the Subrecipient, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS. The Subrecipient shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the Subrecipient defense of such suit or claim. The obligations of this paragraph shall survive termination of this Subrecipient Agreement.

EE. Open Trade

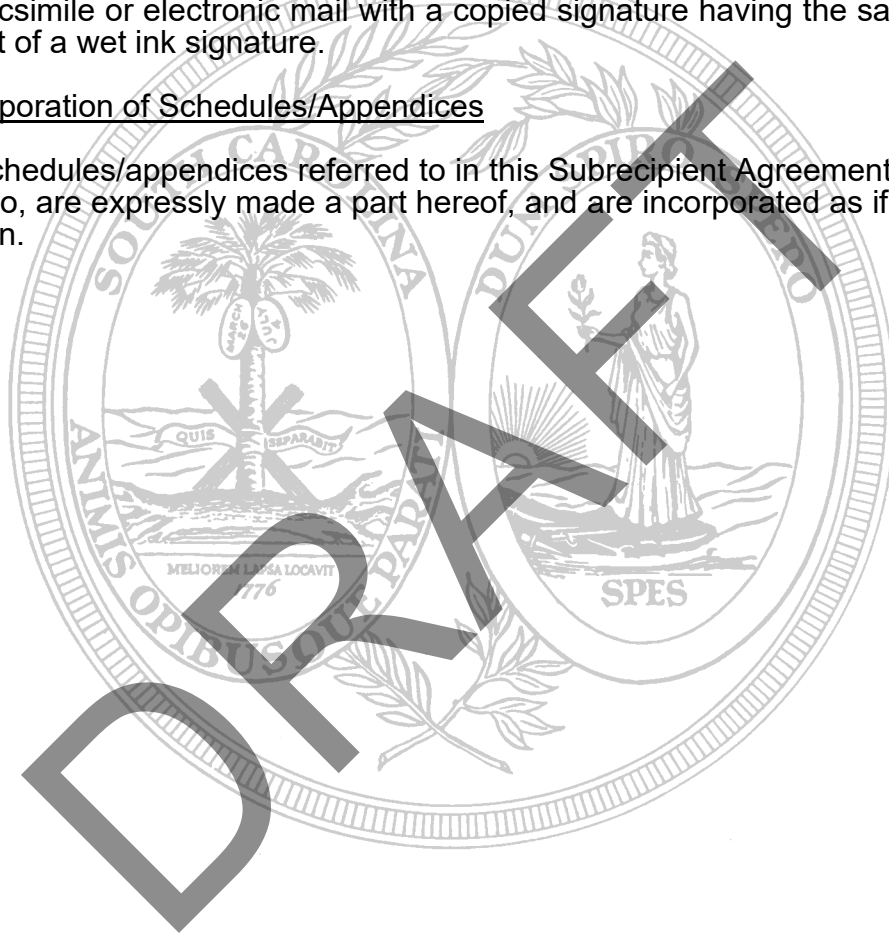
During the Subrecipient Agreement term, including any renewals or extensions, Subrecipient will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. §11-35-5300 (Supp. 2025).

FF. Counterparts

This Subrecipient Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Subrecipient Agreement may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

GG. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Subrecipient Agreement are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.



IN WITNESS WHEREOF, SCDHHS and the Subrecipient, by their authorized agents, have executed this Subrecipient Agreement as of the thirty-first day of July 2026.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES
“SCDHHS”

“SUBRECIPIENT”

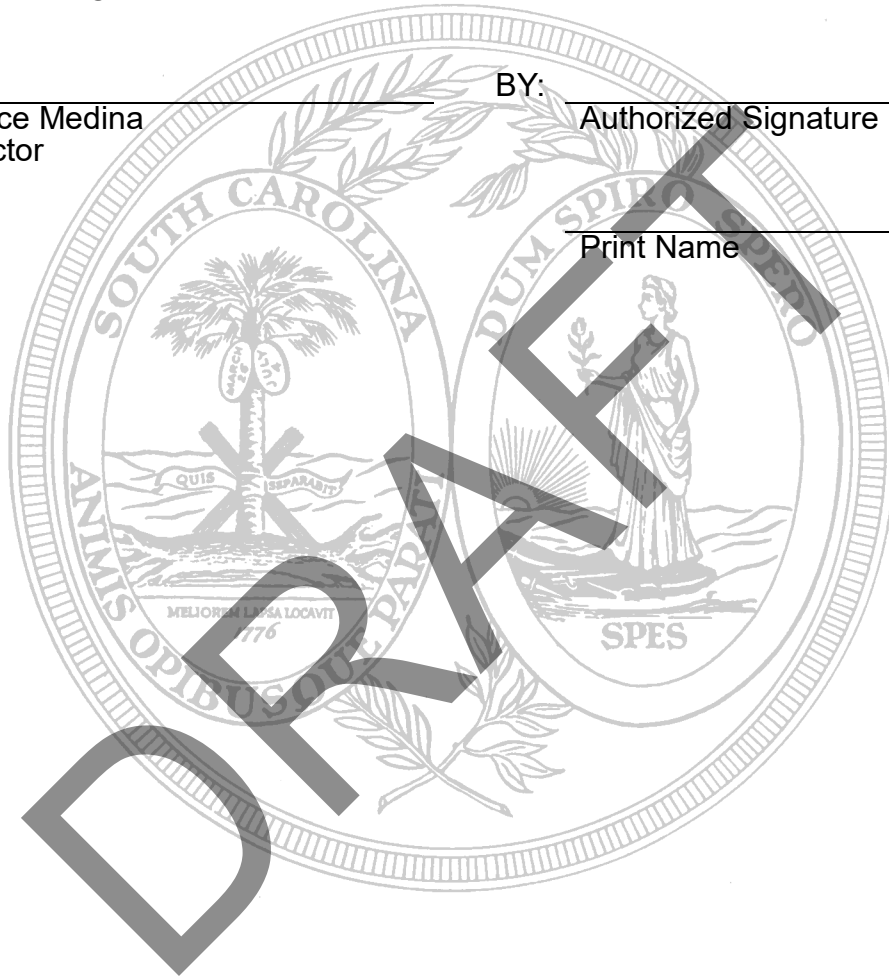
BY: _____

Eunice Medina
Director

BY: _____

Authorized Signature

Print Name



Appendix A
SUBRECIPIENT CERTIFICATIONS

DRAFT

Appendix B
GRANT OPPORTUNITY

DRAFT

Appendix C
SUBRECIPIENT PROPOSAL

DRAFT

Appendix D
SUBRECIPIENT REPORTING

DRAFT