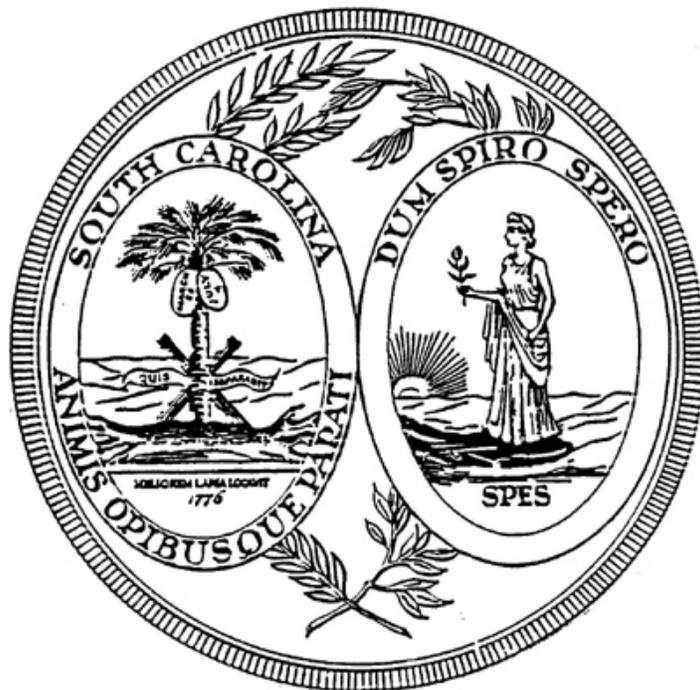


SUBRECIPIENT AGREEMENT
FOR
CORONAVIRUS RELIEF FUNDS



Between

STATE OF SOUTH CAROLINA

And

R06 - Office of Regulatory Staff

(Subrecipient)

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): R06 - Office of Regulatory Staff
- Subrecipient's unique entity identifier (DUNS): _____
- Federal Award Identification Number (FAIN): TBD
- Catalog of Federal Domestic Assistance (CFDA) Number: 21.019
- Federal Award Date: March 27, 2020
- Subaward Period of Performance Start and End Date: March 1, 2020 through December 30, 2020
- Amount of Federal Funds Obligated by this Agreement: TBD
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: TBD
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: TBD
- Federal Award Program Description:

The State of South Carolina has received funds pursuant to the CARES Act. The CARES Act established the Coronavirus Relief Fund (CRF) and the State of South Carolina received an allocation of funds from the CRF under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The State of South Carolina has elected to distribute funding from the CRF to eligible subrecipients. Subrecipients may include, but are not limited to state agencies, municipalities, counties, higher education institutions, technical colleges, hospitals, and special purpose districts within the State of South Carolina. Subrecipients may request reimbursement for expenditures made as a result of COVID-19 pursuant to the procedures defined in this Agreement or subsequently defined in program policies and procedures or guidance issued by the State. Requests will be reviewed by the State of South Carolina for eligibility before reimbursements are issued.
- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: State of South Carolina
- Contact Information for pass-through entity:

Name: Gaines, Brian
Phone: 803-734-2280
Email: sccares@admin.sc.gov
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable to the Coronavirus Relief Fund

THIS AGREEMENT entered this 24 day of July, 2020 by and between the State of South Carolina, (herein called the “Grantee”) and R06 - Office of Regulatory Staff (herein called the “Subrecipient”). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties”.

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (CRF) and the State of South Carolina received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for the Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that the State of South Carolina shall provide reimbursements for eligible expenses as described herein to Subrecipient.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

A. Initial Agreement Term

This Agreement shall become effective on the 24 day of July, 2020 and end on the 30th day of December, 2020.

B. Renewal Terms

1. Written Renewal. This Agreement may only be renewed by action evidenced in writing and executed by both Parties.
2. Renewal Terms. Contingent upon extensions for the expenditure of CRF provided by the Department of Treasury, this Agreement may be renewed at the end of the Initial Term, as evidenced by written approval of both Parties, for up to two (2) additional terms of six (6) months. The exercise of the option to renew under this provision shall be with the understanding that all terms and conditions remain in full force and effect unless this Agreement is specifically amended.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

The Subrecipient will be responsible for administering all COVID-19 response activities on its own behalf and in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery activities related to COVID-19 and must be allowable pursuant to the Coronavirus Relief Fund requirements. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Subrecipient.

B. Eligible Expenses

The State of South Carolina will only reimburse Subrecipient for eligible expenses. The State of South Carolina will not reimburse for costs incurred for any purpose other than those specified in this Agreement as eligible expenses. Failure to comply with provisions of this Agreement, or failure to perform activities as specified in this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. 200, including but not limited to costs being disallowed, withholding of federal funds, and/or termination of the Agreement.

Eligible expenses will be dependent on the federal funding source, and shall be contingent on approval from the State of South Carolina. Eligible Expenses are listed under Attachment A.

III. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee Name: Gaines, Brian

Phone Number: 803-734-2280

Email: sccaes@admin.sc.gov

Subrecipient Name: R06 - Office of Regulatory Staff

Phone Number:

Email: nedwards@ors.sc.gov

IV. REPORTING & PAYMENT PROCEDURES

- A. This is a cost-reimbursement Agreement, subject to the availability of funds.
- B. Grantee will reimburse the Subrecipient only for Eligible Expenses.
- C. Eligible Expenses are listed in Attachment A – Eligible Expenses.
- D. Grantee will review any request for reimbursement by comparing the documentation provided by the Subrecipient against the allowable costs outlined in this Agreement and pursuant to the federal funding agency requirements.
- E. By signing this agreement, Subrecipient agrees to provide any reporting that the Grantee determines is required, including but not limited to projected expense reporting from July 2020 through December 2020 due by August 15, 2020.

V. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

- A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of South Carolina and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Fund payments made by Grantee to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.
- NOTE: The CRF is not subject to the regulations pursuant to 2 C.F.R. 200.318-326.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient’s application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient’s knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Grantee to provide the funding under this Agreement.

Subrecipient shall promptly notify Grantee, in writing, of the occurrence of any event or any material change

in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement. Subrecipient further certifies that Subrecipient has disclosed to Grantee all insurance proceeds and other funds received from governmental sources.

D. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

E. Insurance

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

F. Grantee Recognition

Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion

of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. No Obligation by Federal Government

The Federal government, Department of Treasury, and any other federal agency or pass-through entity providing financial assistance to a recipient are not a party to any transaction between the recipient and or its contractor. The Federal government or any other federal agency or pass-through entity providing financial assistance are not subject to any obligations or liable to any party for any matter relating to a contract.

J. Compliance with Federal Law, Regulations, and Executive Orders

Subrecipient, contractors, and subcontractors are required to comply with all Federal laws, regulations, executive orders, applicable Federal agency policies, procedures and directives.

K. Program Fraud & False or Fraudulent Statements or Related Acts

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

L. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards.

B. Duplication of Benefits; Subrogation

To maximize the benefit of all funds received by the state of South Carolina, all state agencies, higher education institutions, and local government entities shall be directed to coordinate expenditure reimbursements through and in consultation with the Department of Administration and the third-party grants administrator. State entities, including institutions of higher education, shall submit to the Executive Budget Office (EBO) a detailed budget plan for any funding received related to COVID-19, regardless of the source. Additionally, all entities, including local governments and hospitals/medical providers, shall submit to the EBO information sufficient to

identify other COVID-19 related funding they are receiving, regardless of the source, and provide a detailed account of how the funding is being used.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). The Subrecipient shall carry out the activities under this agreement in compliance with the Grantee’s procedures to prevent duplication of benefits.

If the Subrecipient receives duplicate benefits from another source for projects related to this disaster, the Subrecipient must refund the benefits provided by the Grantee to the Grantee. The Grantee may also recover the amount to be repaid, or any part thereof, by deductions from any Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding which were to be paid to Subrecipient.

Under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any entity that has received or is entitled to receive federal disaster assistance is liable to the United States for the repayment of such assistance to the extent that such assistance duplicates benefits available for the same purpose from another source, including insurance and other federal programs.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient’s obligation to promptly notify the Grantee of any insurance proceeds or other disaster assistance received.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), the State of South Carolina, appropriate state agencies as designed by the State of South Carolina, or any of their authorized representatives, shall have the right of access to any records, documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained.

All recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

D. Record Retention

Recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement to show compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. Recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors must give the State of South Carolina, or any of its authorized representatives access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable

regulations and other applicable laws or program guidance.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

H. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

I. Monitoring & Compliance

Grantee shall monitor the activities of Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Monitoring of Subrecipient shall include:

1. Reviewing financial and performance reports required as required by Grantee.
2. Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from Grantee detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the Federal award provided to Subrecipient from Grantee as required by 2 C.F.R. 200.521 Management decision.

Depending upon Grantee's assessment of risk posed by Subrecipient, the following monitoring tools may be used by Grantee to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters; and
2. Performing on-site reviews of Subrecipient's program operations;

3. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. 200.425(c) Audit services.

Grantee shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. 200.501 Audit requirements.

Grantee may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations.

J. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures in 2 C.F.R. 200.343. Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

K. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Subrecipients that expend \$750,000 or more in total federal assistance (all programs) in a single year must have an audit conducted in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall have an annual audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 C.F.R. 200 Subpart F – Audit Requirements. Subrecipient may be required to submit a copy of that audit to the Grantee in accordance with the Uniform Guidance. This may be provided to Grantee by email at sccares@admin.sc.gov.

L. Reporting & Payment Procedures

1. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to Grantee for approval, in a form specified by Grantee.

2. Payment Procedures

Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the

Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Grantee.

- a. Subrecipient must accurately track all costs related to COVID-19.
- b. Subrecipient must track COVID costs within their systems for the purpose of requesting reimbursement. Subrecipient must provide any reporting that the State determines is required. Expenditures related to COVID must be reported to Grantee upon request.
- c. Requests for reimbursement from the Coronavirus Relief Fund should include only paid expenditures. Purchase Orders that have been established but not paid will not be reimbursed until after the expenditure is complete.
- d. Expenses that are covered by insurance, reimbursed by other federal programs, or that were already included in the FY-2020 budget prior to March 1, 2020 are not eligible.
- e. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency are not eligible.
- f. Requests for reimbursement must be submitted in the Salesforce grants management platform as designated by the Grantee. All fields should be completed.
- g. All reimbursement requests will go through an approval process and funds will be reimbursed up to 100% depending on the total amount of claims and the funds available. A reimbursement of 100% is not guaranteed. Any requests for \$250,000 or more may go through additional review and action.
- h. Deadlines – Subrecipient is required to submit periodic invoices to Grantee for reimbursement.
 - i. Subrecipient may submit a maximum of one (1) request per month on a rolling basis through 8/15/2020 for the first round of CRF funding. The first round of funding may encompass expenses incurred through 6/30/2020.
 - ii. If the General Assembly allocates additional funding, additional communication will be provided by the Grantee defining the request process and deadlines.
- i. Subrecipient shall be required to document all equipment purchases, as well as maintain inventory of all assets acquired with use of CRF.
 - i. Subrecipient shall be required to provide documentation to the State regarding inventory, assets, and disposition activities upon request.
- j. Each subsequent request should not be cumulative and should not repeat any expenditure previously requested.
- k. Expenditures from a prior month for which reimbursement was never requested may be included in a future month's request.
- l. All requests are subject to audit and additional documentation must be provided upon request.

3. Progress Reports

The Subrecipient must submit regular Progress Reports to the Grantee in the form, content, and frequency

as required by the Grantee. Grantee may require the Subrecipient to provide Grantee with quarterly status reports.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

B. Conflict of Interest

Subrecipient must comply with applicable provisions of Title 8, Chapter 13 of the South Carolina Code of Laws, known as the State Ethics Act. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VIII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. WAIVER

Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XII. ELECTRONIC SIGNATURE

In the event that the State of South Carolina shall execute this Agreement by the use of an electronic signature, such electronic signature shall create a valid and binding obligation by the State of South Carolina.

XIII. EXECUTORY CLAUSE

This Agreement is subject to availability of Federal assistance under the CARES Act Coronavirus Relief Funds. The State of South Carolina shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Subrecipient beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to the State of South Carolina from the Federal Government.

XIV. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Grantee.

Copies of this Agreement may be obtained through the grants management software platform.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signed: _____

Chief Executive Officer or equivalent

Printed Name: _____

Title: _____

Date: _____

STATE OF SOUTH CAROLINA

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by the State of South Carolina and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of the COVID-19 emergency. The State of South Carolina will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the CRF and Department of Treasury requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.

- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient’s receipt of funds or the commitment of funds by the Grantee (collectively, the “Grant Proceeds”), Subrecipient hereby assigns to Grantee all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of the reimbursement costs to the extent such reimbursements paid or to be paid by the Grantee to the Subrecipient under the CARES Act Coronavirus Relief Funds , and that are determined in the sole discretion of Grantee or Federal awarding agency, to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds that would result in a DOB, Subrecipient agrees to immediately notify the Grantee. The Grantee will make a determination if such additional amounts constitute a DOB. Grantee may also notify the Federal awarding agency of such additional amounts. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantee.

Subrecipient agrees to assist and cooperate with the Grantee in recouping DOB Proceeds, which may include, but are not limited to, providing additional documentation, giving depositions, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Grantee. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by the Grantee, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantee, to the extent of the Proceeds paid to Subrecipient under the Program, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantee to consummate and make effective the purposes of this Agreement.

If Subrecipient hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to the Grantee, if Subrecipient received Proceeds in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient’s award. Once the Grantee has recovered an amount equal to the DOB Proceeds paid to Subrecipient, the Grantee will reassign to Subrecipient any rights assigned to the Grantee pursuant to this Agreement.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: R06 - Office of Regulatory Staff

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____