

**From:** [Linguard, Christie](#)  
**Subject:** Meeting Notice - The Commission of the SCDDSN - Finance and Audit Committee Meeting - March 8, 2022  
**Date:** Friday, March 4, 2022 3:59:00 PM  
**Attachments:** [Finance & Audit Committee Packet - March 8 2022.pdf](#)

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**Good Afternoon,**

**The South Carolina Commission on Disabilities and Special Needs will hold an in person Finance and Audit Committee meeting on Tuesday, March 8, 2022, at 3:30 p.m. The Committee Meetings are held at the SC Department of Disabilities and Special Needs Central Administrative Office, 3440 Harden Street Extension, Columbia, SC. This meeting can also be viewed via a live audio stream at [www.ddsn.sc.gov](http://www.ddsn.sc.gov).**

**Please see the attached meeting packet for the Finance and Audit Committee Meeting.**

**For further information or assistance, contact (803) 898-9769 or (803) 898-9600.**

**Thank you.**



# DDSN Finance and Audit Committee Agenda

March 8<sup>th</sup> 2022

3:30 pm

*3440 Harden Street Extension Columbia, S.C. Conference Room 251*

Call to Order **Robin Blackwood**  
DDSN Finance & Audit Committee Chair

Statement of Announcement **Robin Blackwood**  
DDSN Finance & Audit Committee Chair

Adoption of the Agenda **DDSN Finance & Audit Committee**

**Pages 2-4** Review Minutes from January 19, 2022 Meeting **DDSN Finance & Audit Committee**

**Pages 5-7** Financial Approval & Threshold Report for March 2022 **Candis Golston**  
Procurement Director

Fee-for-Service Update **Lori Manos**  
Associate State Director of Policy

**Page 8** Financial Update **Nancy Rumbaugh**  
Budget Director

6.29% Federal Medical Assistance Percentage (FMAP) Update **Debbie Punzirudu**  
Finance Director

Internal Audit Update **Courtney Crosby**  
Internal Audit Director

Chief Financial Officer Update **Tracey Hunt**  
Chief Financial Officer

- a. Financial Statement Audit Request
- b. Advances to Boards Discussion
- c. Financial Assistance Training for Boards
- d. Nurses' Rates
- e. Sale of Proceeds

**Pages 9-13** Amending Contract with Center for Disability Resources (CDR) USC School Medicine **Janet Priest**  
Interim State Director of Operations

Adjournment **Robin Blackwood**  
DDSN Finance & Audit Committee Chair

*Next Meeting Date – TBD*

## **FINANCE AND AUDIT COMMITTEE AGENDA**

**Commission of the South Carolina Department of Disabilities and Special Needs  
3440 Harden Street Extension  
Conference Room 251 (TEAMS)  
Columbia, South Carolina**

**January 19, 2022**

**3:30 p.m.**

**In attendance: Robin Blackwood, Chair; Barry Malphrus; Ed Miller; Michelle Fry, Rufus Britt; Constance Holloway; Lori Manos; Andrew Tharin; Candis Golston; Debra Leopard; Debbie Punzirudu; Nancy Rumbaugh; Tommy Windsor; Courtney Crosby; Preston Southern; Mark Kaminer; and Christie Linguard**

1. Call to Order *Robin Blackwood, Committee Chair*

[The meeting was called to order at 3:33 p.m.](#)

2. Statement of Announcement

*Robin Blackwood, Committee Chair*

[Commissioner Blackwood read a statement of announcement about the meeting that was distributed to the appropriate media, interested persons, and posted at the Central Office and on the website in accordance with the Freedom of Information Act.](#)

3. Adoption of the Agenda

[Brief Summary:](#) Agenda was presented.

[Committee Member\(s\) Guidance \(if any\):](#)

[Committee Vote\(s\) \(if any\):](#) Commissioner Miller made a motion to approve the agenda as written, seconded by Commission Malphrus and unanimously approved by the committee.

4. Review Minutes of the December 13, 2021 Meeting

[Brief Summary:](#) The December 13, 2021 minutes were presented to the committee for approval.

[Committee Member\(s\) Guidance \(if any\):](#) None

[Committee Vote\(s\) \(if any\):](#) On a motion by Commissioner Malphrus, seconded by Commissioner Miller, the minutes were approved.

5. Financial Approval & Threshold Report for January 2022 *Candis Golston*

Brief Summary: Two providers were approved to provide services through other state agencies for the Residential Services for Children fixed priced bid contract, which was solicited on 11/25/19. DDSN is requesting approval to add these providers to the established contract.

Committee Member(s) Guidance (if any): None.

Committee Vote(s) (if any): On a motion by Commissioner Malphrus, seconded by Commissioner Miller, the contract was approved by the committee. This contract will not need to be approved by the full commission.

6. Fee-For-Service (FFS) Update *Lori Manos*

Ms. Manos announced that the agency is continuing to make progress on the transition to full FFS with an implementation date of March 1, 2022. We are currently in a hybrid phase now until the end of February. New contracts have been sent to all DDSN providers of home and community-based services; and we have the majority of the contracts back. Provider enrollment is now open by DHHS for all providers. DHHS will provide billing training either the second or third week of February to all providers. Therap is working on a billing module that will be completed by March 1<sup>st</sup>. The ICF Community and Community Center rates have not been published yet.

7. Replacing Electrical Power Grids *Andrew Tharin*

Mr. Tharin discussed replacing the electrical power grids at Midlands and Coastal Centers. He presented four options for the committee to consider. The first option would be for the agency to move forward without DESC's involvement; options two through four allows for the agency to pay Dominion Energy South Carolina, Inc. (DESC) under a 20-year contract with different payment methods. Under this agreement, DESC would assume some responsibility of the initial construction cost, take over ownership, and maintain the system for the life of the facilities. Detailed discussion was held regarding all options.

On a motion by Commissioner Miller, seconded by Commissioner Malphrus, the committee approved payment Option two.

8. Financial Update *Nancy Rumbaugh*

Ms. Rumbaugh presented the spending plan vs actual expenditures as of December 31, 2021. To date the agency is 1.66% under budget. This item was received as information only.

9. Internal Audit Update *Courtney Crosby*

Ms. Crosby started with the Agreed-Upon Procedures Report.

- At our last meeting, we noted that the review of 2020 AUP reports for the DSN Boards was complete, but we had four (4) remaining 2020 reports for providers to review. One has been completed. Contract reductions related to 2020 reports total \$20,300.

- The division has currently completed the review of four 2021 AUP reports for boards and three from private providers. Contract reductions are currently at \$5,600.

Each commissioner should have received the audit tracking report via email. The division will continue to update that report as follow-up procedures are completed. The report will be presented to this committee on a quarterly basis for information purposes.

Internal Audit division is still working to complete the FY 2021 audits that carried over into FY 2022. Ms. Crosby will be working on an audit plan that will bridge the gap our audit universe and our risk assessment are completed and we can develop that fiscal year 2023 audit plan. She will send out a risk survey to commissioners and members of the executive team for feedback. The position description for an IT Audit Manager has been drafted and sent to HR for approval.

**10. Next Meeting**

The next committee meeting date and time will be announced soon.

**11. Adjournment**

There being no further business, at 4:11 PM on a motion by Commissioner Miller and seconded by Commissioner Malphrus, the meeting was adjourned.

**Monthly DDSN Staff Report - Financial Approval & Threshold Reporting for March 2022**

The purpose of this monthly report is to ensure staff comprehensively reports on all Executive Limitation Policy (800-CP-03) financial transactions for approval and financial threshold reporting requirements. The Finance and Audit Committee will decide which items require presentation to the Commission for a formal vote, as well as which items need only be reported via this monthly report to the Commission to ensure transparent reporting. After the Finance and Audit Committee’s decisions, this report will highlight items in **green to notify Commission this will not need a formal vote** and highlight items in **yellow indicating item will require a formal Commission vote to approve**.

I. **New Non-Service Contracts \$200,000 or Greater:**

**Solicitation# 5400019193:** A fixed priced bid contract was solicited on 02/12/2020 for LPN/RN Support Services DDSN has several temp agencies on contract and providing nursing assignment to the Regional Centers. The contract essentially qualifies vendors to perform the service at a fixed price.

II. **Existing Service Contracts Increasing \$200,000 or Greater (simple list if based on indiv. choice; detail summary if not):**

None

III. **\$200,000 or Greater Increase in Personnel Positions for a Program or Division:**

None

IV. **New CPIP or Re-Scoping of an Existing CPIP:**

- 1) State Project # J16-9932 – Coastal Center – Campus Wide Fire Alarm Replacement:  
Bids for the project were received on January 18<sup>th</sup>. After a review and consideration of the bids, Commission approval is sought to enter into a contract with Hiller Systems, out of Summerville, SC for the amount of \$313,762.00

V. **New Consulting Contract:**

None

VI. **New Federal Grant:**

None

(NOTE: In July of each year, a report of all prior FY non-service expenditures by vendor over \$200,000 will be presented as a “post-payment” review. This will add visibility for expenditures from contracts originated in prior FYs and vendors with separate purchases aggregating over \$200,000 in current FY.)

**CONSIDERATION OF BIDS**

**COASTAL CENTER  
CAMPUSWIDE – FIRE ALARM REPLACEMENT  
COASTAL REGION  
STATE PROJECT NO. J16-9932**

The existing campus fire alarm system at Coastal Center is old and out-dated. The Agency has replaced systems in several buildings over the past several years, and prooject will complete the remaining buildings on campus. This project scope includes complete fire alarm replacements in fifteen (15) buildings, and a compatible network card for one (1) building. The new systems will tie into existing campus Network Annunciator at the campus switchboard.

The project was approved as a Capital Permanant Improvement Project (CPIP) at the May 20,2021 commission meeting.

It is recommended that a contract be awarded for the **Base Bid to Hiller Systems, Inc of SUMMERVILLE, SOUTH CAROLINA** in the amount of **\$313,762.00**. This bidder has been determined to be a responsive and responsible bidder. Permission is requested to award to this contract.

**BASE BID: \$ 313,762.00**

**CONTRACT AMOUNT: \$ 313,762.00**

**Attachment:** Bid Tabulation  
**Bid Date:** January 18, 2022

**PROJECT NO.:** J16-9932  
**PROJECT NAME:** Coastal Center - Campus Wide Fire Alarm Replacement  
 9995 Miles Jamison Rd., Summerville, SC  
**ARCHITECT/ENGINEER:** Andrew Tharin, P.E.  
**BID DATE:** Tuesday, 1/18/2022  
**TIME:** 3:00 PM  
**LOCATION:** SCDDSN Central Office, Suite 178

SCDDSN Engineering and Planning Division  
 3440 Harden St. Extension  
 Columbia, SC 29203  
 Phone: (803) 898-9796  
 Fax: (803) 832-8188



BID TABULATION				
	CONTRACTOR NAME	BID SECURITY	ADDENDUM ONE	BASE BID
1	Hiller Systems, Inc. Summerville, SC	Yes	Yes	\$313,762.00
2	Farmer Construction Columbia, SC	Bid Withdrawn		
3	Tritek, Inc. Columbia, SC	Non-Responsive		

  
 Project Manager Andrew Tharin

  
 Witness



## FY22 Spending Plan VS Actual Expenditures as of 2/28/2022

Category	Spending Plan	Cash Expenditures YTD	SCDHHS Monthly "Wash" Expenditures with Revenue YTD *	Total Monthly Expenditures YTD	Remaining Spending Plan	Spending Plan Deviation with Actual
DDSN spending plan budget	\$ 851,170,837	\$ 475,271,869	\$ 94,328,409	\$ 569,600,278	\$ 281,570,559	<b>REASONABLE</b>
Percent of total spending plan remaining	100.00%	55.84%	11.08%	66.92%	33.08%	
% of FY Remaining					33.33%	
Difference % - over (under) budgeted expenditures					0.25%	

\* In Feb 2022, providers billed & paid by SCDHHS for approximately \$124.8 million in services (waiver services + state plan services). DDSN paid the \$30.5 million state match to SCDHHS recorded as a cash expenditure and the \$94,328,409 difference was the "wash" Medicaid reimbursement revenue & expense added to maintain "apples to apples" comparison to FY22 spending plan.

Methodology & Report Owner: DDSN Budget Division

**CONTRACT NUMBER: 20223042**

**CONTRACT  
BETWEEN  
SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS  
AND  
THE UNIVERSITY OF SOUTH CAROLINA OFFICE OF SPONSORED AWARDS  
FOR  
TRAINING PROGRAMS AND TECHNICAL ASSISTANCE FOR STAFF**

THIS CONTRACT is entered into as of the first day of July 2021 between the South Carolina Department of Disabilities and Special Needs, hereinafter referred to as “DDSN,” and The University of South Carolina, Office of Sponsored Awards, hereinafter referred to as the “Contractor.”

**ARTICLE I  
CONTRACT PERIOD**

THIS CONTRACT shall be effective July 1, 2021, and shall continue in full force and effect through June 30, 2022, unless terminated sooner in accordance with Article IV, Section I. All products produced, trainings provided or interactions occurring as a result of this contract shall clearly and appropriately identify DDSN as the sponsor of the product, training or interaction.

**ARTICLE II  
SCOPE OF SERVICES**

**I. RESOURCE LIBRARY:**

The Contractor shall provide for the management of the Disabilities Collaborative Resource Center holdings and autism teaching tools including the classification and catalogue system, checkout system, acquisitions and reports of usage to DDSN. Materials will be purchased and added to the collection based on indicated need.

**A. Resource Library Reporting Deliverable:**

1. An annual projected plan for marketing/publicizing the library resources should be submitted to DDSN within the first 60 calendar days of this contract. Reporting at the end of the contract year should include completion data on this projected plan.
2. A quarterly and annual report on activity will be provided to DDSN. This report will include the frequency of access by DDSN Boards/Providers. Quarterly reporting will also include amount and items purchased for the library using DDSN funds.

**II. SELF -ADVOCACY PROJECT:**

The Contractor shall provide a .50 FTE to coordinate self-advocacy, and leadership efforts with those eligible for DDSN services.

- A. The Contractor shall work directly with IMPACT SC, the statewide self-advocacy group to bolster their efforts and support/develop leadership capacity.
- B. Funds can be used to purchase food and beverages for self-advocates and staff attending meetings for self-advocates.
- C. Self-Advocacy Project Reporting Deliverables:
  - 1. Provide annual reports of goals for the year for IMPACT SC.
  - 2. Provide quarterly report of progress toward annual goals for IMPACT SC. The quarterly report will also include detailed accounting of expenses during this period.

**III. EMPLOYMENT SUPPORTS:**

The Contractor shall provide 1 FTE to coordinate and evaluate Employment Services for DDSN, and:

- A. The Contractor shall collaborate with DDSN staff to develop/revise policies, standards, or other materials related to Employment Supports that promote choice, compliance with state and federal requirements and positive outcomes for those utilizing the options, while also reflecting professional best practice.
- B. The Contractor shall evaluate the provision and quality of Employment Supports, identify areas in need of improvement, develop and implement plans for improvement, provide training to service provider staff, and evaluate the outcomes of efforts;
- C. Employment Supports Reporting Deliverables:
  - 1. Quarterly meetings with agencies delivering employment services to communicate updates, changes to standards/directives and/or best practice. summaries of Employment Supports Staff activities will be communicated to the ID/RD Division.
  - 2. Monitor service utilization and Follow Along to ensure efficacy and effectiveness of the service.
  - 3. Provide orientation to newly qualified providers of Employment services.
  - 4. Conduct training and technical assistance in response to contract compliance reviews and or changes to standards/directives.
  - 5. Perform other duties and special projects assigned by the Director of Program Integrity and Service Utilization.

### **ARTICLE III PAYMENT FOR SERVICES**

DDSN shall pay the Contractor for the provision of services outlined in Article II of this Contract. The total amount of payment shall not exceed One Hundred Sixty-two Thousand, Four Hundred and Eighty-four Dollars ***\$162,484***. Travel costs, handouts and materials shall be the expenses of the Contractor. On a quarterly basis, the Contractor shall submit a bill for that quarter. This bill shall indicate the actual costs identified to the specific deliverables/training projects outlined in Article II, and shall contain a signed statement certifying at the information shown on the bill is true and accurate. Upon receipt and approval of the bill, DDSN shall pay the Contractor through an Interdepartmental Transfer (IDT).

### **ARTICLE IV TERMS AND CONDITIONS**

- A. The Contractor shall appoint one (1) person as the main contact with DDSN as shall DDSN appoints one (1) person as the main contact to the Contractor.
- B. The Contractor shall meet with designated DDSN staff to assure that good conceptual aids are combined with practical applications in development of training. All locations, size of classes, trainers, and agendas shall be approved by DDSN prior to training taking place.
- C. The Contractor shall provide three (3) camera-ready copies of all materials developed.
- D. The Contractor shall evaluate training short and long-term effectiveness. Each session shall be evaluated for the appropriateness of the topic, content, and presentation. The presenter or trainer shall be evaluated for style and effectiveness. Should evaluations indicate that training is not meeting the desired goals, the Contractor shall, in consultation with DDSN, alter subsequent training sessions as necessary. Follow-up evaluations shall be conducted to determine whether the training is having the desired effect on the service delivery system.
- E. All trainings conducted under the terms of this Contract shall be reported to the DDSN Office of Policy for inclusion on the DDSN Events Calendar. The Contractor shall make regular reports to DDSN on the number of trainings held, the number of staff attending, the number of certificates issued, etc. The contractor shall prepare and distribute a certificate of participation to all attendees of training sessions.
- F. No person shall be excluded from participating in the services referenced in this Contract on the grounds of race, sex, color, age, religion, or disability.

- G. All materials developed through this Contract shall be the property of DDSN. This Contract may be terminated or suspended by either party at any time within the Contract period. The party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. Termination shall be effective 30 days after the date of receipt, unless otherwise provided by law.
- H. This Contract 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 affect whatsoever, unless embodied herein in writing. The parties to this Contract may jointly amend the Contract, as required. No subsequent substitution, renewal, addition, deletion, or other amendment hereto shall have any force or effect, unless it shall be in writing and signed by both parties.
- I. Attachments referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated by reference.
- J. The Contractor agrees to comply with the terms and conditions as set forth in the Contract between DDSN and the University of South Carolina. Such terms and conditions have been modified to the satisfaction of all parties, are attached hereto, and made a part hereof by reference.

## **ARTICLE V TERMINATION OF CONTRACT**

The following conditions shall apply to termination of this Contract:

- A. Termination for Unavailability of Funds. The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of funds and that the Contract shall be terminated if sufficient funding is not available. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. DDSN shall have the sole discretion for determining the availability of funds provided under this Contract.
- B. Termination for Breach of Contract or Default. This Contract, or any part hereof, may be terminated or suspended at any time, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, DDSN shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to DDSN for any and all rights and remedies provided by law. If it is determined that DDSN improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- C. Termination for the Benefit of the Consumers. This contract may be immediately terminated by DDSN when it is determined by DDSN that this action is in the interest of the consumers served by the Contractor.
- D. Insolvency. DDSN may immediately terminate the Contract upon the Contractor's insolvency.

- E. Termination for Convenience. DDSN may terminate this contract in whole or in part, for the convenience of the State. Upon such termination, the contractor shall (a) stop work to the extent specified, and (b) be paid the following amounts without duplication, subject to the other terms of this contract: (i) costs incurred in performing the terminated portion of the work, and (ii) any other reasonable costs that the Contractor can demonstrate to the satisfaction of DDSN, using its standard record keeping system, have resulted from the termination. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, Contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination.
  
- F. Notice of Termination. In the event of termination of this Contract under this Article, the party terminating the Contract 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 the Contract is terminated because of breach of Contract (Section B) termination shall be effective thirty (30) days after the date of the receipt, unless otherwise provided by law. If the Contract is terminated for lack of funding (Section A) or for the benefit of the consumers (Section C), insolvency (Section D), or convenience (Section E) the termination shall be effective upon receipt of such notice.

**IN WITNESS WHEREOF**, DDSN and the Contractor, by their authorized agents, have executed this Contract as of July 1, 2021.

**SOUTH CAROLINA DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS**

(DDSN)

DocuSigned by:  
 BY: Debra Wilson  
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 Debra Wilson  
 Director of Accounting and Contracts

DocuSigned by:  
Debra E. Leopard  
E45E167AD9324E2...  
 DDSN Contracts

**UNIVERSITY OF SOUTH CAROLINA- OFFICE OF SPONSORED AWARDS**

(CONTRACTOR)

DocuSigned by:  
 BY: Brandi Boniface  
927AA8BCC8E840Z...  
 Daniel L. Christmus  
 Senior Sponsored Program Administrator