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Funding Request Name	South Carolina-BEAD-Agency Policy Documentation
Applying Organization	EXECUTIVE OFFICE OF THE STATE OF SOUTH CAROLINA
Applicant Name	James Stritzinger

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4.2 Agency Policy Documentation

South Carolina Broadband Office

Executive Summary

The South Carolina Broadband Office (SCBBO) Agency Policy Documentation outlines the disbursement policy, clawback provisions, and reporting schedule applicable to BEAD Program deployment subgrantees, as specified in the Grant Agreement.

Subgrantees are required to adhere to all applicable provisions of the Infrastructure Investment and Jobs Act, the BEAD Notice of Funding Opportunity (NOFO) as amended by the BEAD Restructuring Policy Notice, and the specific terms of South Carolina's BEAD award, including any Special Award Conditions (SACs). Additionally, compliance with the BEAD Program General Terms and Conditions, any subsequent award amendments, and all relevant federal, state, and local laws and regulations is mandatory for the SCBBO and its subgrantees. This document adheres to the statutory and regulatory requirements within the applicable guidance listed below:

- [47 USC 1702: Grants for broadband deployment](#)
- [2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [BEAD NOFO.pdf](#)
- [NTIA BEAD Restructuring Policy Notice](#)
- [General Terms and Conditions for NTIA BEAD Program Funds - April 2024](#)
- [DOC Standard Terms and Conditions - 12 November 2020 PDF_0.pdf](#)
- [SC BEAD Grant Agreement for Wireline and Fixed Wireless Projects](#)
- [SC BEAD Grant Agreement for LEO Projects](#)

Note: The SCBBO operates within the South Carolina Office of Regulatory Staff (ORS). As a result, official language in the Grant Agreement will reference ORS. For the purposes of the BEAD Program, the terms 'SCBBO' and 'ORS' are used interchangeably and refer to the same office.

I. Disbursement Policy

The SCBBO will comply with all applicable federal, state, and BEAD program requirements in its process for disbursing funds to subgrantees. To facilitate transparency and accountability, *Exhibit D* of the Grant Agreement details SCBBO's disbursement policy for BEAD Program deployment projects.

Of note, *Exhibit D Disbursements and Reporting* of the Grant Agreement vary between wireline/fixed wireless and low-earth orbit (LEO) projects respectively.

[Draft Wireline and Fixed Wireless Exhibit D](#)

[Draft Exhibit D Disbursement and Reporting LEO Projects](#)

II. Clawback Provisions

To promote responsible use of federal funds, the SCBBO will implement clawback provisions in accordance with federal, NTIA, and BEAD Program requirements. These provisions provide for the recovery of funds in cases of noncompliance, underperformance, or misuse by subgrantees. The following provisions outlined in the Grant Agreement detail the specific conditions and procedures for initiating clawbacks.

V. Grant Award/Payment Terms

E.8. If ORS determines, in its sole discretion, that Subgrantee failed to perform or complete the Project, ORS retains the right to pursue any legal remedy, including, but not limited to, the recoupment or clawback of the Grant, and to the extent applicable, any costs and attorneys' fees expended or incurred by ORS in pursuing such legal remedies.

VIII. State Requirements

A. Compliance by Subgrantee with Laws & Regulations: In connection with this Grant, Subgrantee agrees to comply with all statutes, laws, regulations, and orders of federal, state, county, municipal, or other local authorities that impose any obligations or duty upon Subgrantee, including, but not limited to, all applicable labor laws, workers compensation requirements, and

requirements to acquire any and all necessary permits. If it is later determined that Subgrantee did not comply with all statutes, laws, regulations, and orders of federal, state, county, municipal, or other local authorities, ORS retains the right to pursue any legal remedy, including, but not limited to, the recoupment or clawback of the Grant, and to the extent applicable, any costs and attorneys' fees expended or incurred by ORS in pursuing such legal remedies.

III. Reporting Cadence

In alignment with federal, NTIA, and BEAD Program requirements, subgrantees must submit timely periodic reports to the SCBBO to support transparency and accountability in the use of federal funds. *Exhibit F* of the Grant Agreement outlines these reporting obligations and timelines in detail. As outlined in the BEAD Program Monitoring Plan, reporting cadence may differ depending on outcome of subgrantees risk assessments. The SCBBO will continue to monitor subgrantee performance and collaborate with the NTIA to ensure effective oversight and compliance with all applicable requirements.