



**TEXAS**  
**Health and Human Services**

*Cecile E. Young, Executive Commissioner*

*Request for Applications (RFA)*

*Grant for  
HHSC Children's Autism Program*

*RFA No. HHS0015302*

**APPLICATION SUBMISSION DEADLINE**

*March 6, 2025 by 10:30 a.m. Central Time*

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**Section I. Executive Summary, Definitions, and Statutory Authority**

**1.1 EXECUTIVE SUMMARY**

The Health and Human Services Commission (HHSC), the System Agency, for and on behalf of the Health and Independence Section of the Community Services Department, seeks to establish Grant Agreements for services in all regions of the State with Applicants capable of providing autism services using Applied Behavior Analysis (ABA), Naturalistic Developmental Behavioral Intervention (NDBI) or other evidenced based treatment approaches through the HHSC Children’s Autism Program (the “Autism Program”).

Applicants should reference **Section II, Scope of Grant Project**, for further detailed information regarding the purpose, background, eligible population, eligible activities and requirements.

Grant Name:	Children’s Autism Program
RFA No.:	HHS0015302
Deadline for Applications:	March 6, 2025 by 10:30 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarifications:	February 14, 2025 by 5:00 p.m. Central Time
Estimated Total Available Funding:	\$33,060,500.00
Estimated Total Number of Awards:	up to 30
Estimated Max Award Amount:	\$1,000,000.00
Match Required, if any:	N/A
Anticipated Project Start Date:	September 1, 2025
Length of Project Period:	1 year with four optional one-year renewals
Eligible Applicants:	Applicants must execute <b>Exhibit A, HHS Solicitation Affirmations version 2.6</b> , and provide all other required information and documentation as set forth in this Solicitation.

To be considered for screening, evaluation and award, Applicants must provide and submit all required information and documentation as set forth in **Section VIII, Application Organization and Submission Requirements**, and **Section XIII, Submission Checklist**, by the Deadline for Submission of Applications established in **Section 7.1, Schedule of Events**, or subsequent Addenda. See **Section 9.2, Initial Compliance Screening of Applications**, for further details.

## 1.2 DEFINITIONS AND ACRONYMS

Unless a different definition is specified, or the context clearly indicates otherwise, the definitions and acronyms given to a term below apply whenever the term appears in this RFA. All other terms have their ordinary and common meaning.

Refer to all exhibits to this RFA for additional definitions.

[“Applied Behavior Analysis”](#) or [“ABA”](#) means Applied Behavior Analysis as defined by [Title 26 of the Texas Administrative Code \(TAC\) Part 1, Chapter 358, Subchapter A, Rule 358.105\(3\)](#).

[“Addendum”](#) means a written clarification or revision to this RFA, including exhibits, forms, and attachments, as issued and posted by HHSC to the HHS Grants RFA website. Each Addendum will be posted and must be signed by the Applicant and returned with its Application.

[“Applicant”](#) means any person or legal entity that submits an Application in response to this RFA. The term includes the individual submitting the Application who is authorized to sign the Application on behalf of the Applicant and to bind the Applicant under any Grant Agreement that may result from the submission of the Application. May also be referred to in this RFA as [“Respondent”](#).

[“Application”](#) means all documents the Applicant submits in response to this RFA, including all required forms and exhibits. May also be referred to in this RFA as [“Solicitation Response”](#).

[“Autism Spectrum Disorder”](#) or [“ASD”](#) means a disorder as defined by [Title 26 of the TAC Part 1, Chapter 358, Subchapter A, Rule 358.105\(4\)](#).

[“BCBA”](#) or [“BCBA-D”](#) means a master’s or doctoral level Board Certified Behavior Analyst who is licensed in Texas.

[“Budget”](#) means the financial plan for carrying out the Grant Project, as formalized in the Grant Agreement, including awarded funds and any required Match, submitted as part of the Application in response to this RFA. An Applicant’s requested Budget may differ from the System Agency-approved Budget executed in the final Grant Agreement.

[“CFR”](#) means the Code of Federal Regulations which is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

“Client” means a member of the eligible population who is enrolled and receiving services from the Grantee.

“Diagnosis” means the process of identifying a medical condition or disease by its signs, symptoms, and from the results of various diagnostic procedures. For the purposes of this RFA, a medical doctor, pediatrician, neurologist, psychologist, or psychiatrist with a background related to diagnosis and treatment may diagnose. Documentation of the diagnosis may include, but is not limited to, an evaluation or assessment report, a well child check or a prescription.

“Direct Cost” means those costs that can be identified specifically with a particular final cost objective under the Grant Project responsive to this RFA or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either Direct or Indirect Costs. Direct Costs include, but are not limited to, salaries, travel, Equipment, and supplies directly benefiting the grant-supported activities.

“Equipment” pursuant to [2 CFR §200.1](#), means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$10,000. See [§200.1](#) for capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment, and supplies.

“FERPA” means the Family Educational Rights and Privacy Act of 1974.

“Focused Autism Services” means autism services that treat one or more deficits or behaviors of excess rather than the full range of developmental domains.

“Grant Agreement” means the agreement entered into by the System Agency and the Grantee as a result of this RFA, including the Signature Document and all attachments and amendments. May also be referred to in this RFA as “Contract.”

“Grantee” means the Party receiving funds under any Grant Agreement awarded under this RFA. May also be referred to as “Subrecipient” or “Contractor.”

“Grant Term” means the initial grant period of one year, plus anticipated one-year renewal or extension periods.

“HHS” includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS).

“HHSC” means the Health and Human Services Commission.

“HIPAA” means the Health Insurance Portability and Accountability Act.

“Indirect Cost” means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically

benefitted, without effort disproportionate to the results achieved. Indirect costs represent the expenses of doing business that are not readily identified with the Grant Project responsive to this RFA but are necessary for the general operation of the organization and the conduct of activities it performs.

“Indirect Cost Rate” is a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the Grantee’s Indirect Costs to a Direct Cost base.

“Key Personnel” means the resources identified by the Grantee to fill primary leadership roles in the program or who have critical day-to-day involvement in delivery of the service domains associated with the program.

“Naturalistic Developmental Behavioral Intervention” or “NDBI” means services that combine Applied Behavior Analysis and developmental psychology to help young children develop skills in natural settings, involves shared control between child and therapist, utilize natural contingencies, and use a variety of behavioral strategies to teach developmentally appropriate and prerequisite skills. NDBIs are often used to treat language-related symptoms in Autism Spectrum Disorder and developmental language disorder (DLD) in children up to age five.

“Project” or “Grant Project” means the specific work and activities that are supported by the funds provided under the Grant Agreement as a result of this RFA.

“Project Period” is the initial period of time set forth in the Grant Agreement during which Grantees may perform approved grant-funded activities to be eligible for reimbursement or payment. Unless otherwise specified, the Project Period begins on the Grant Agreement effective date and ends on the Grant Agreement termination or expiration date, and represents the base Project Period, not including extensions or renewals. When referring to the base Project Period plus anticipated renewal or extension periods, “Grant Term” is used.

“Qualified Professional” is an actively licensed physician or psychologist with training and background related to the diagnosis and treatment of neurodevelopmental disorders. See [TAC Title 26, Part 1, Chapter 358, Subchapter A, Rule §358.105](#).

“RFA” means this Request for Applications, including all parts, exhibits, forms, attachments and addenda posted on the HHS Grants RFA website. May also be referred to herein as “Solicitation.”

“State” means the State of Texas and its instrumentalities, including the System Agency and any other State agency, its officers, employees, or authorized agents.

“Subcontractor” means a person who contracts with a vendor to work or contribute toward completing work for a governmental entity. The term does not include a state agency. The term includes an officer or employee of a State agency when the officer or employee contracts with a vendor in a private capacity. See [Texas Government Code \(TGC\) Section 2251.001](#).



“System Agency” means HHSC, DSHS, or both, that will be a party to any Grant Agreement resulting from the RFA.

“Telehealth Services” or “Telehealth” means a health service, other than a telemedicine medical service, delivered by a health professional licensed, certified, or otherwise entitled to practice in the State of Texas and acting within the scope of the health professional’s license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology. See [Section 531.001\(7\) of the Texas Government Code](#).

“Telemedicine Medical Services” or “Telemedicine” means a health care service delivered by a physician licensed in the State of Texas, or a health professional acting under the delegation and supervision of a physician licensed in the State of Texas and acting within the scope of the physician’s or health professional’s license to a patient at a different physical location than the physician or health professional using telecommunications or information technology. See [Section 531.001\(8\) of the Texas Government Code](#).

### **1.3 STATUTORY AUTHORITY**

HHSC is soliciting the service listed herein pursuant to [Section 117.082 of the Texas Human Resources Code](#), [Title 26 of the TAC Part 1, Chapter 358](#), [Title 1 of the TAC Part 15, Chapter 392](#), and in accordance with [Chapter 531 of the Texas Government Code](#).

### **1.4 STANDARDS**

Awards made as a result of this RFA are subject to all policies, terms, and conditions set forth in or included with this RFA as well as applicable statutes, requirements, and guidelines including, but not limited to applicable provisions of the Texas Grant Management Standards (TxGMS) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 CFR Part 200](#)).

## Section II. Scope of Grant Project

### **2.1 PURPOSE**

The purpose of this program is to provide autism services to children three (3) through fifteen (15) years of age with an Autism Spectrum Disorder (ASD). Services will be provided through Grant Agreements with local community agencies and organizations utilizing ABA or other evidence-based treatment approaches. HHSC is authorized to implement the Autism Program only to the extent that funds are appropriated by the Texas Legislature.

### **2.2 ELIGIBLE POPULATION**

The eligible population to be served under this RFA consists of individuals who:

1. Are 3 to 15 years of age;
2. Have a documented Diagnosis on the autism spectrum made by a qualified professional; and
3. Are residents of Texas. Resident of Texas is defined in [TAC Title 26, Part 1, Chapter 358, Rule §358.105](#).

### **2.3 ELIGIBLE SERVICE AREAS**

All counties in the State of Texas are service areas eligible for Project funding under this RFA.

### **2.4 ELIGIBLE ACTIVITIES**

The Autism Program may fund activities and costs as allowed by the laws, regulations, rules, and guidance governing fund use identified in the relevant sections of this RFA. Only grant-funded activities authorized under this RFA are eligible for reimbursement and payment under any Grant Agreement awarded as a result of this RFA.

Grantee shall provide Focused Autism Services according to **Exhibit M, Focused Treatment Strategies Chart**, to the eligible population (see **Section 2.2, Eligible Population**).

Primary services are evidence-based therapies and treatments and include, but are not limited to, ABA and NDBI. In addition to these treatment services, the following are necessary to support treatment services: (1) screening and eligibility determination; and (2) case management to facilitate appropriate referrals.

To use Telehealth Services and/or Telemedicine Medical Services as provided through Texas Medicaid, Grantee shall ensure that:

- a. Written consent be provided by a Client's family to receive services using Telehealth and/or Telemedicine prior to receiving those services;

- b. Telehealth Services and Telemedicine Medical Services comply with all Texas Medicaid requirements for Telehealth and any applicable licensure or practice act requirements for each provider; and
- c. Technology used to provide Telehealth Services and Telemedicine Medical Services comply with the [Family Educational Rights and Privacy Act of 1974 \(FERPA\)](#) and the [Health Insurance Portability and Accountability Act \(HIPAA\)](#).

## 2.5 PROGRAM REQUIREMENTS

1. Grantee shall ensure compliance with all applicable federal and State laws, rules, regulations, standards, guidelines, and policies in effect, including as amended, during the Grant Term to include HHSC rules, policies, procedures, and guidelines governing the Autism Program. The Autism Program Policy Manual (the “Manual”) can be accessed at: <https://hhs.texas.gov/doing-business-hhs/provider-portals/assistive-services-providers/resources-autism-contractors>.
2. Grantee shall comply with all requirements under the TxGMS, currently available online at: <https://comptroller.texas.gov/purchasing/grant-management>. The Texas Comptroller of Public Accounts (“CPA”), from time to time and at its sole discretion, may revise the online link provided in this subsection. Grantee is responsible for contacting CPA at any time that Grantee is not able to access the online materials to request the updated link. Grantee is always responsible for complying with the TxGMS, including any revisions to the standards during the Grant Term.
3. Grantee shall enroll the eligible population in accordance with [Chapter 358 of Title 26, Part 1 of the TAC](#) and the requirements established in the Manual.
4. Grantee shall comply with the requirements and eligibility governing the Autism Program set forth in [Chapter 358 of Title 26, Part 1 of the TAC](#).
5. Grantee shall add a child determined eligible for services based on the criteria set forth in the Manual to the Grantee’s interest list when there is no opening or funding available for Autism Program services in the Applicant’s service area in accordance with [Rule 358.309 of Title 26, Part 1, Chapter 358, Subchapter C, of the TAC](#).
6. HHSC is payor of last resort for a Client who is enrolled in any other program that provides payment for the cost of the same service at the time the Client presents for that service.
7. Grantee shall maintain Client and family participation requirements in accordance with the Autism Program rules and the requirements established in the Manual.
8. Grantee shall assist HHSC in distributing the Client satisfaction survey in accordance with the requirements established in the Manual.
9. Grantee shall provide the HHSC Client satisfaction survey to family of Client when Client is exiting services.

10. Grantee will not provide services to children in institutional placements but may be provided to children in general residential operations. Foster care and residential group homes are not institutional placements.
11. Grantee shall comply with [Section 261.101 of the Texas Family Code](#), which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Grantee shall ensure that all program personnel and Subcontractors are properly trained and comply with [Section 261.101 of the Texas Family Code](#).
12. Grantee shall cooperate fully with HHSC investigations of any complaint received from families or other parties regarding Grantee's autism services, and when applicable as determined by HHSC and any other entity on behalf of HHSC, develop a corrective action plan to address identified issues in accordance with Manual.
13. Grantee shall maintain an emergency evacuation plan that complies with all applicable local, State and federal laws, rules and regulations governing provision of services under this RFA.
14. Grantee shall participate in quarterly conference calls and annual face-to-face meetings, hosted by either HHSC or a Grantee. Grantee shall obtain approval from HHSC for expenses related to attendance to those meetings prior to incurring such expenses.
15. Grantee shall serve at least the number of unduplicated Clients set forth in the Grant Agreement resulting from this RFA during each State Fiscal Year.
16. Grantee shall maintain qualified staff and conduct criminal background checks in accordance with the Autism Program rules and the requirements established in the Manual.
17. Grantee shall provide staff training and development in accordance with the requirements established in the Manual.
18. Grantee shall notify HHSC within 5 business days of changes in CEO, CFO, program director, and Key Personnel, in accordance with the requirements established in the Manual.
19. During the Grant Term Grantee shall maintain insurance coverage in compliance with **Exhibit L, Insurance Coverage Requirements**. Grantee shall provide proof of insurance coverage prior to Grant Effective Date, prior to expiration of insurance coverage, and prior to each Grant Agreement renewal.

#### **2.5.1 Rates, Fee Schedule, Family Cost Share, Third Party Payments**

1. All allocated funds must be expended within the identified period. Rollover of unexpended funds to another Budget period is not permitted.

2. Negotiated hourly rates for services are subject to change to comply with any HHSC policy changes.
3. HHSC is a “payer of last resort” in accordance with rules and the requirements set forth in the Manual.
4. Grantee shall develop and maintain policies and procedures during the Grant Term for third party claims, family Cost Share determination and invoicing that comply with the Autism Program rules and the Manual.
5. Grantee shall determine a family Cost Share amount for Client services, regardless of the availability of third-party payer reimbursements, in accordance with the Manual and using the fee schedule and forms as directed by HHSC.
6. If the family has insurance that covers the autism services and the in-network provider agreement between the insurance company and the Grantee requires that the Grantee accept the deductible, copayment, or coinsurance (“DCC”) and insurance reimbursement as payment in full, then the family Cost Share amount is the lesser of the fee schedule amount established by HHSC or the DCC.
7. For third party payer claim administration:
  - a. Grantee shall develop and maintain policies and procedures that comply with the Manual that address collection of family Cost Share monthly prior to initiation of services after services are provided, or for families with third-party payer coverage of Autism services, after payment has been received.
  - b. Grantee shall take the steps to become an enrolled provider in all third-party payer, public, and private plans, for which Client(s) are enrolled. Grantee must maintain documentation of any barriers to becoming an enrolled provider.
  - c. If verification reflects that third-party payer coverage exists for Services, Grantee shall ascertain and document the required following information: (1) type and limitations of the third-party payer coverage; (2) preauthorization and utilization requirements for the third-party payer coverage; and (3) claims filing information referenced below within this subsection.
  - d. Grantee shall file claims for Services provided to the Client within 30 calendar days of the Services being provided when services are covered under an applicable third-party payer policy. Grantee shall file claims within applicable claims filing deadlines and appeal claims, when appropriate, within the applicable deadlines.
  - e. Grantee shall maintain records containing evidence of claims filed by the Grantee, and of claims honored and denied by third party payers. HHSC will not reimburse for services related to claims that were denied due to the Grantee’s failure to meet third-party payer deadlines.
  - f. Grantee may not bill HHSC for services provided to Clients with known third-party payer coverage until after the third-party payer has paid or denied services. Grantee shall maintain a copy of the third-party payer explanation of benefits for services previously billed to third party payers onsite. This information must be made available to HHSC upon request.

- g. If preauthorization of services is required, Grantee shall comply with all third-party payer preauthorization requirements prior to initiating and/or continuing autism services. Documentation of attempts to obtain preauthorization of services must be maintained in Grantee's records. HHSC will not reimburse for services related to claims that were denied by a third-party payer because the Grantee failed to request the required preauthorization.
  - h. When preauthorization is granted for all or only a portion of the requested services, Grantee shall notify the family in writing of the applicability of the fee schedule established by HHSC prior to the initiation of Services.
  - i. The treatment hours that the Grantee has deemed necessary that exceed approved preauthorized hours are considered uncovered by insurance. Grantee may bill HHSC for uncovered services less any applicable family Cost Share. HHSC will not reimburse the Grantee for hours that exceed HHSC service caps set forth under the Manual and Autism Program requirements.
  - j. For each Client with private insurance or other third-party payer coverage for the Services, Grantee shall calculate the monthly family Cost Share amount owed pursuant to the requirements set forth in the Manual. Grantee may bill HHSC for the number of hours of Services provided to Client at the negotiated hourly rate less the amount of payments received from private insurance or other third-party payer and the monthly family Cost Share amount.
  - k. Private insurance and other third-party payer reimbursements received, and monthly family Cost Share amounts must be used to offset the amount billed to HHSC for all autism services billed during that month. The amount of private insurance reimbursements used to offset the cost is limited to the amount that would have been paid by HHSC using the negotiated hourly rate.
  - l. When Grantee policy requires family Cost Share to be collected during the month of service, third-party payer reimbursements received must be reconciled with the Grantee's financial records for the month that the services were rendered so that the Client's actual family Cost Share can be determined. Credits or payments to the insured shall be made within 30 calendar days after receipt of a reimbursement.
8. Grantee may request for advance payment limited to amounts outstanding for claims made to third-party payers (number of treatment hours claimed with third-party payers multiplied by the HHSC hourly rate) by submitting to HHSC a written request using the Request for Advance Payment, Form 6003. HHSC may deny such requests for advance payment(s) at its sole discretion.

## 2.5.2 HHSC Reimbursements and Invoice Processes

- 1. HHSC will reimburse Grantee for allowable costs that are invoiced in accordance with the terms and conditions of this RFA and resulting Grant Agreement.
- 2. Grantee shall submit an invoice monthly no later than 30 calendar days after the last calendar day of the preceding month of every month, using **Form J: HHSC Autism Program Invoice Form**.

3. Grantee shall submit invoices to HHSC in a non-alterable electronic format (.pdf is acceptable). Invoices and any supporting documentation must be submitted as directed by HHSC.
4. Each invoice submitted must be in accordance with [Title 34 of the TAC, Part 1, Chapter 20, Subchapter F, Division 1, Rule 20.487, Invoicing Standards](#), which should include, but is not limited to, description of services provided; date of Service; quantity of treatment hours; negotiated hourly rate; and in aggregate:
  - a. Charges based on the negotiated hourly rate and number of treatment hours provided in the current month for Clients with no third-party payer;
  - b. Charges for services provided in the current month and for which third party payment was received or declined during the current month;
  - c. Charges for services provided in previous months but in which payment from third party payers was received or declined during the current month;
  - d. Deductions for amounts received from third party payers during the month;
  - e. Deductions for family Cost Share amount collected or owed for the current month based on the fee schedule and instructions and the Grantee's policy for collecting family Cost Share;
  - f. Deductions for advance payments;
  - g. Deductions to correct invoiced amount; and
  - h. Other HHSC approved expenses.
5. Grantee shall submit a final invoice annually by November 30<sup>th</sup> during Grant Term covering the prior Budget period annually that reflects the services performed that were not previously invoiced due to pending third-party reimbursements.
6. HHSC grant funds shall not be used to pay for any portion of the required family Cost Share.
7. Any expenses that fail to adhere to the terms of the Grant Agreement are disallowed and will not be paid by HHSC.
8. Processing and review of invoices is dependent on Grantee's complete and timely submission of the monthly data reports set forth in **Section 2.6, Required Reports**.
9. HHSC reserves the right to verify the details set forth in Grantee's invoices, either before or after payment, by requesting additional information including inspecting books of the Grantee at a mutually convenient time or documentation which clearly indicates an activity has taken place or an expense has been incurred. Any revisions deemed necessary to the invoices by HHSC will require the Grantee to resubmit the invoice with the new date the invoice is submitted.

## **2.6 REQUIRED REPORTS**

HHSC will monitor Grantee's performance, including, but not limited to, thorough review of required financial and programmatic reports and performance measures, under any Grant Agreement awarded as a result of this RFA.

Grantee shall submit to HHSC through the Autism Data Reporting System a Data Report on a monthly basis containing financial and programmatic information no later than 30 calendar days after the last calendar day of the preceding month. HHSC will provide access to the Autism Data Reporting System to a Grantee. The Data Report must contain following data elements:

- a. Client Data. Unique Consumer Identification Number (Contractor assigned), name, address, date of birth, ethnicity and sex, family data and parent information;
- b. Service and Billing Data. Type of service(s) provided, cost per unit of service(s) provided/type, total cost for service(s) provided, private insurance coverage information, and public insurance coverage information;
- c. Aggregate Contractor Data. Number of Clients served, types of services provided, total cost for service(s) provided, reimbursement information (if any), private and public insurance payments and family Cost Share payments; and
- d. Required Data. (1) Contractor name and (2) payment identification information.

Grantee shall have in place and maintain adequate internal controls, security, and oversight for the approval and submission of such information. Grantee shall comply with any requirements for the Autism Data Reporting System and as directed by HHSC. Grantee shall comply with all applicable HHSC rules or policies and Grant Agreement terms regarding the collection and submission of complete information and data elements.

Grantee shall provide the information in the format specified by HHSC in an accurate, complete, and timely manner and shall maintain appropriate supporting backup documentation.

HHSC may request additional information or supporting documentation at any time. Failure to comply with submission deadlines for the above reporting or other requested information may result in HHSC, at its sole discretion, placing the Grantee on financial hold without first requiring a corrective action plan in addition to pursuing any other corrective or remedial actions under the Grant Agreement.

## **2.7 PERFORMANCE MEASURES AND MONITORING**

The System Agency will look solely to Grantee for the performance of all Grantee obligations and requirements in a Grant Agreement resulting from this RFA. Grantee shall not be relieved of its obligations for any nonperformance by its subgrantees or Subcontractors, if any.

Grant Agreement(s) awarded as a result of this RFA are subject to the System Agency's performance monitoring activities throughout the duration of the Grant Term. This evaluation may include a reassessment of Project activities and services to determine whether they continue to be effective throughout the Grant Term.



Grantees must regularly collect and maintain data that measures the performance and effectiveness of activities under a Grant Agreement resulting from this RFA in the manner, and within the timeframes specified in this RFA and resulting Grant Agreement, or as otherwise specified by System Agency. Grantees must submit the necessary information and documentation regarding all requirements, including reports and other Deliverables and must report monthly, at the minimum, on the following measures:

1. Client data is entered into the Autism Data Reporting System no later than 30 calendar days of the end of the month in which Services were delivered.
2. Invoice and supporting documentation are timely submitted within 30 days of the end of the month Services were delivered.
3. The unduplicated number of Clients to be served, as set forth in the Grant Agreement, was met.
4. Allocated funds for the each State Fiscal Year Budget period were 100% expended by the end of each State Fiscal Year.
5. HHSC Customer satisfaction survey, provided by Grantee to family of Client when exiting Services, has a minimum response rate of 20%.
6. Grantee's participation in all quarterly meetings with the HHSC.

The Grantee and/or any Subcontractors associated with the Grantee shall permit onsite monitoring visits and desk reviews, as deemed necessary by HHSC to review all financial or other records and management control systems relevant to the provision of goods and services. The Grantee shall also include this requirement in any subcontract associated with Grantee's Project.

HHSC will actively monitor Grantee's performance including, but not limited to, the requirements as set forth in this RFA. All services and Deliverables shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

If requested by System Agency, the Grantee shall report on the progress towards completion of the Grant Project and other relevant information as determined by System Agency during the Grant Project Period. To remain eligible for renewal funding, if any, the Grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that Grantee's activities and services effectively address and achieve the Project's stated purpose.

Additionally, if during the Grant Agreement term Grantee determines that they will be unable to serve the number of unduplicated Clients as indicated in the Grant Agreement, HHSC may reduce the funds allocated under the Grant Agreement.

## 2.8 FINAL BILLING SUBMISSION

Unless otherwise directed by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than ninety (90) calendar days following the end of the term of the Grant Agreement. Reimbursement or payment requests received after the deadline may not be paid.

## 2.9 DATA USE AGREEMENT

By submitting an Application in response to this RFA, Applicant agrees to be bound by the terms of **Exhibit D, Data Use Agreement v. 8.5**, or **Exhibit D-1, Data Use Agreement - Governmental Entity v. 8.5**, if applicable, including but not limited to the terms and conditions regarding **Exhibit D-2, DUA Attachment 2, Security and Privacy Inquiry (SPI)**, attached to this RFA.

## 2.10 LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT

Pursuant to the General Appropriations Act, Article IX, Section 4.04,

In each Grant Agreement with a unit of local government, grant funds appropriated under the General Appropriations Act will be expended subject to limitations and reporting requirements similar to those provided by:

- (1) Parts 2, 3, and 5 of Article IX of the General Appropriations Act (except there is no requirement for increased salaries for local government employees);
  - (2) Sections [556.004](#), [556.005](#), and [556.006](#), of Texas Government Code; and
  - (3) Sections [2113.012](#) and [2113.101](#), of Texas Government Code.
- (b) In this section, "unit of local government" means:
- (1) a council of governments, a regional planning commission, or a similar regional planning agency created under [Chapter 391, Texas Local Government Code](#);
  - (2) a local workforce development board; or
  - (3) a community center as defined by Texas Health and Safety Code, Section [534.001\(b\)](#).

## Section III. Applicant Eligibility Requirements

### **3.1 LEGAL AUTHORITY TO APPLY**

By submitting an Application in response to this RFA, Applicant certifies that it has legal authority to apply for the Grant Agreement that is the subject of this RFA and is eligible to receive awards. Further, Applicant certifies it will continue to maintain any required legal authority and eligibility throughout the entire duration of the Grant Term, if awarded. All requirements apply with equal force to Applicant and, if the recipient of an award, Grantee and its subgrantees or Subcontractors, if any.

Each Applicant may only submit one (1) Grant Application.

### **3.2 APPLICATION SCREENING REQUIREMENTS**

The Autism Program provides Focused Autism Services to Clients (see **Section 2.2, Eligible Population**) through contracts with for-profit and nonprofit agencies, universities, local intellectual and developmental disability authorities, local governmental entities and hospital districts.

In order to be considered an Applicant eligible for evaluations, Applicant must meet the following minimum requirements:

1. Submit an Application by the Deadline for Submission of Application.
2. Submit an Application duly signed by Legally Authorized Representatives.
3. Offer a program supervised by a master's or doctoral level Board Certified Behavior Analyst (BCBA or BCBA-D certification) who is licensed in Texas.
4. Submit the region(s) in Texas where it proposes to provide services.
5. Submit an Application in accordance with all requirements in Article XIII, Submission Checklist.

### **3.3 GRANT AWARD ELIGIBILITY**

By submitting an Application in response to this RFA, Applicant certifies that:

1. Applicant and all of its identified subsidiaries intending to participate in the Grant Agreement are eligible to perform grant-funded activities, if awarded, and are not subject to suspension, debarment, or a similar ineligibility determined by any State or federal entity;
2. Applicant is in good standing under the laws of Texas and has provided HHS with all requested or required supporting documentation in connection with this certification;
3. Applicant shall remain in good standing and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts;
4. Applicant is currently in good standing with all licensing, permitting, or regulatory bodies that regulate any or all aspects of Applicant's operations; and
5. Applicant is not delinquent in taxes owed to any taxing authority of the State of

Texas as of the effective date of this Grant Agreement.

### **3.4 GRANTS FOR POLITICAL POLLING PROHIBITED**

Pursuant to the General Appropriations Act, Article IX, Section 4.03, none of the funds appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. By submitting a response to this RFA, Applicant certifies that it is not ineligible for a Grant Agreement pursuant to this prohibition.

## Section IV. Project Period

### 4.1 PROJECT PERIOD

The Project Period is September 1, 2025 through August 31, 2026.

**Extension of Project Period:** The System Agency may, at its sole discretion, extend the Grant Agreement for up to four (4) years to allow for the full expenditure of awarded funding and completion of Grant activities, provided that any extensions or renewals do not exceed the 5-year Grant Term.

### 4.2 PROJECT CLOSEOUT

System Agency will programmatically and financially close the grant award and end the Grant Agreement when System Agency determines Grantee has completed all applicable actions and work in accordance with Grant Agreement requirements. The Grantee must submit all required financial, performance, and other reports as required in the Grant Agreement. The Project close-out date is 90 calendar days after the Grant Agreement end date, unless otherwise noted in the original or amended Grant Agreement. Funds not obligated by Grantee by the end of the Grant Agreement term and not expended by the Project close-out date will revert to System Agency.

## **Section V. Grant Funding and Reimbursement Information**

### **5.1 GRANT FUNDING SOURCE AND AVAILABLE FUNDING**

The total amount of State funding available for the Autism Program is **\$33,060,500** for the entire Grant Term. It is the System Agency's intention to make multiple awards to Applicants that successfully demonstrate their ability to provide autism services in the manner described in **Section II, Scope of Grant Project**, in this RFA.

Applicants are strongly cautioned to only apply for the amount of grant funding they can responsibly expend during the Project Period to avoid lapsed funding at the end of the grant term. Successful Applications may not be funded to the full extent of Applicant's requested Budget in order to ensure grant funds are available for the broadest possible array of communities and programs.

Reimbursement will only be made for actual, allowable, and allocable expenses that occur within the Project Period. No spending or costs incurred prior to the effective date of the award will be eligible for reimbursement.

### **5.2 NO GUARANTEE OF REIMBURSEMENT AMOUNTS**

There is no guarantee of total reimbursements to be paid to any Grantee under any Grant Agreement, if any, resulting from this RFA. Grantees should not expect to receive additional or continued funding under future RFA opportunities and should maintain sustainability plans in case of discontinued grant funding. Any additional funding or future funding may require submission of a new Application through a subsequent RFA.

Receipt of an Application in response to this RFA does not constitute an obligation or expectation of any award of a Grant Agreement or funding of a grant award at any level under this RFA.

### **5.3 GRANT FUNDING PROHIBITIONS**

Grant funds may not be used to support the following services, activities, and costs:

- a. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- b. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- c. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. §1913), whether conducted directly or indirectly;
- d. Any portion of the salary of, or any other compensation for, an elected or appointed government official;

- e. Vehicles for general agency use; to be allowable, vehicles must have a specific use related to Project objectives or activities;
- f. Entertainment, amusement, or social activities and any associated costs including but not limited to admission fees or tickets to any amusement park, recreational activity or sporting event unless such costs are incurred for components of a program approved by the grantor agency and are directly related to the Autism Program's purpose;
- g. Costs of promotional items, and memorabilia, including models, gifts, and souvenirs;
- h. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel, where pre-approved for working events, or where such costs are incurred for components of a program approved by the grantor agency and are directly related to the Autism Program's purpose;
- i. Membership dues for individuals;
- j. Any expense or service that is readily available at no cost to the grant Project;
- k. Any activities related to fundraising;
- l. Equipment and other capital expenditures such as capital improvements, property losses and expenses, real estate purchases, mortgage payments, remodeling, the acquisition or construction of facilities, or other items that are unallowable pursuant to 2 CFR 200.439;
- m. Any other prohibition imposed by federal, State, or local law; and
- n. Other unallowable costs as listed under TxGMS, Appendix 7, Selected Items of Cost Supplement Chart and/or 2 CFR 200, Subpart E – Cost Principles, General Provisions for Selected Items of Cost, where applicable.

#### **5.4 COST SHARING OR MATCHING REQUIREMENTS**

The Autism Program does not require matching or cost sharing between the System Agency and Grantees.

#### **5.5 PAYMENT METHOD**

Upon execution of a Grant Agreement(s), if any, resulting from this RFA, the System Agency may disperse to Grantee(s) a one-time initial advance payment of no more than 10 percent of the funding awarded for eligible start-up costs.

The payment method is based on the negotiated hourly rate used with acceptable submission of all required documentation, forms, and/or reports. Grantees will be paid by submitting claims for actual and eligible Services provided to Clients less third-party

payments, family Cost Share and/or other deductions (see **Section 2.5.1, Rates, Fee Schedule Family Cost Share, Third Party Payments,** and **2.5.2, HHSC Reimbursement and Invoice Processes**).



## Section VI. Application Forms and Exhibits for Submission

**Note:** Applicants must refer to **Section XIII, Submission Checklist**, for the complete checklist of documents that must be submitted with an Application under this RFA.

### 6.1 NARRATIVE PROPOSAL

Using **Forms C-I** attached to this RFA, Applicants shall describe their proposed activities, processes, and methodologies to satisfy all objectives described in **Section II, Scope of Grant Project**, including the Applicant's approach to meeting the timeline and associated milestones. Applicants should identify all proposed tasks to be performed, including all Project activities, during the Grant Project Period. Applicants must complete and submit all required attachments set forth in **Section XIII, Submission Checklist**.

### 6.2 REQUESTED BUDGET

Attached **Exhibit C, Hourly Rate Workbook**, of this RFA is the template for submitting the proposed Budget costs, number of Clients estimated to be served, and the proposed hourly rate. Applicants must develop the proposed Budget to support their proposed Project and in alignment with the requirements described in this RFA.

Applicants must ensure that Project costs outlined in the proposed Budget are reasonable, allowable, allocable, and developed in accordance with applicable State and federal grant requirements. Reasonable costs are those if, in nature and amount, do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A cost is allocable to a particular cost objective if the cost is chargeable or assignable to such cost objective in accordance with relative benefits received. See 2 CFR Rule 200.403 or TxGMS (Basic Considerations, pgs. 31-33), for additional information related to factors affecting allowability of costs.

Budget categories must be broken out into specific line items that allow System Agency to determine if proposed costs are reasonable, allowable, and necessary for the successful performance of the Project. Applicants must enter all costs in the Budget tables and explain why the cost is necessary and how the cost was established.

If selected for a grant award under this RFA, only System Agency-approved items in the proposed Budget may be considered eligible for reimbursement.

**Submission of Exhibit C, Hourly Rate Workbook, is mandatory. Applicants that fail to submit a proposed Budget as set forth in this RFA with their Application will be disqualified.**

### 6.3 INDIRECT COSTS

Applicants must have an approved Indirect Cost Rate (ICR) or request the de minimis rate to recover Indirect Costs. All Applicants are required to complete and submit **Form G, HHS Indirect Cost Rate Questionnaire**, with required supporting documentation. The questionnaire initiates the acknowledgment or approval of an ICR for use with the System

Agency cost-reimbursable contracts. Entities declining the use of Indirect Cost cannot recover Indirect Costs on any System Agency award or use unrecovered Indirect Costs as match.

HHS typically accepts the following approved ICRs:

- Federally Approved Indirect Cost Rate Agreement
- State of Texas Approved Indirect Cost Rate

The System Agency, at its discretion, may request additional information to support any approved ICR agreement.

If the Applicant does not have an approved ICR agreement, the Applicant may be eligible for the de minimis rate or may request to negotiate an ICR with HHS.

For Applicants requesting to negotiate an ICR with HHS, the ICR Proposal Package will be provided by the HHS Federal Funds Indirect Cost Rate Group to successful Grantees. The ICR Proposal Package must be completed and returned to the HHS Federal Funds Indirect Cost Rate Group no later than three (3) months post-award.

The HHS Federal Funds Indirect Cost Rate group will contact applicable Grantees after Grant Agreement execution to initiate and complete the ICR process. Grantees should respond within thirty (30) business days or the request will be cancelled, and Indirect Costs may be disallowed.

Once HHS acknowledges an existing rate or approves an ICR, the Grantee will receive one of the three indirect cost approval letters: ICR Acknowledgement Letter, ICR Acknowledgement Letter – Ten Percent De Minimis, or the ICR Agreement Letter.

If an Indirect Cost Rate Letter is required but it is not issued at the time of Grant Agreement execution, the Grant Agreement will be amended to include the Indirect Cost Rate Letter after the ICR Letter is issued.

Approval or acceptance of an ICR will not result in an increase in the amount awarded or affect the agreed-upon service or performance levels throughout the life of the award.

## **6.4 ADMINISTRATIVE APPLICANT INFORMATION**

Using **Forms A** through **I** attached to this RFA, Applicant must provide satisfactory evidence of its ability as an organization to manage and coordinate the types of activities described in this RFA.

### **1. Litigation and Contract History**

Applicant must include in its Application a complete disclosure of any alleged or significant contractual or grant failures.

In addition, Applicant must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves Applicant or in which Applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify Applicant. See **Exhibit A, HHS Solicitation Affirmations version 2.6**. Applicant certifies it does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

Application may be rejected based upon Applicant's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual or grant obligations.

## **2. Internal Controls Questionnaire**

Applicant must complete **Form I, Internal Controls Questionnaire**, and submit with its Application.

**Section VII. RFA Administrative Information and Inquiries**

**7.1 SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE/TIME</b>
Funding Announcement Posting Date  Posted to HHS Grants RFA and Texas eGrants websites	February 5, 2025
Applicant Conference  Attendance is Optional	February 12, 2025 at 10:00 a.m. Central Time
Deadline for Submitting Questions or Requests for Clarification	February 14, 2025 at 5:00 p.m. Central Time
Date Answers to Questions or Requests for Clarification Posted	February 21, 2025 at 10:00 a.m. Central Time
<b>Deadline for Submission of Applications</b>  <b>NOTE: Applications must be <u>RECEIVED</u> by HHSC by this deadline if not changed by subsequent Addenda to be considered eligible.</b>	<b>March 6, 2025 by 10:30 a.m. Central Time</b>
Anticipated Notice of Award	July 2025
Anticipated Project Start Date	September 1, 2025

**Applicants must ensure their Applications are received by HHSC in accordance with the Deadline for Submission of Applications (date and time) indicated in this Schedule of Events or as changed by subsequent Addenda posted to the [HHS Grants RFA](#) website..**

**All dates are tentative and HHSC reserves the right to change these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the Deadline for Submission of Application will be published by posting an Addendum to the [HHS Grants RFA](#) website. After the Deadline for Submission of Application, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding**

the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities [web page](#). Each Applicant is responsible for checking the HHS Grants RFA website and Procurement Forecast for updates.

## 7.2 SOLE POINT OF CONTACT

All requests, questions or other communication about this RFA shall be made by email **only** to the Grant Specialist designated as HHSC's Sole Point of Contact listed below:

<b>Name</b>	Julia Solis
<b>Title</b>	Grant Specialist, HHSC Procurement and Contracting Services
<b>Address</b>	Procurement and Contracting Services Building 1100 W 49th St. MC: 2020 Austin, TX 78756
<b>Email</b>	<a href="mailto:julia.solis@hhs.texas.gov">julia.solis@hhs.texas.gov</a>

**Applicants shall not use this e-mail address for submission of an Application. Follow the instructions for submission as outlined in Section VIII, Application Organization and Submission Requirements.**

However, if expressly directed in writing by the Sole Point of Contact, Applicant may communicate with another designated HHS representative, e.g., during grant negotiations as part of the normal grant review process, if any.

**Prohibited Communications:** Applicants and their representatives shall not contact other HHS personnel regarding this RFA.

This restriction (on only communicating in writing by email with the sole point of contact identified above) does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this RFA.

Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of the Application.

## 7.3 RFA QUESTIONS AND REQUESTS FOR CLARIFICATION

Written questions and requests for clarification of this RFA are permitted if submitted by email to the Sole Point of Contact by the Deadline for Submitting Questions or Requests for Clarifications established in **Section 7.1, Schedule of Events**, or as may be amended in Addenda, if any, posted to the HHS Grants RFA websites.

Applicants' names will be removed from questions in any responses released. All questions and requests for clarification must include the following information. Submissions that do not include this information may not be accepted:

1. RFA Number;
2. Section or Paragraph number from this Solicitation;
3. Page Number of this Solicitation;
4. Exhibit or other Attachment and Section or Paragraph number from the Exhibit or other Attachment;
5. Page Number of the Exhibit;
6. Language, Topic, Section Heading being questioned; and
7. Question

The following contact information must be included in the e-mail submitted with questions or requests for clarification:

1. Name of individual submitting question or request for clarification
2. Organization name
3. Phone number
4. E-mail address

**Questions or other written requests for clarification must be received by the Sole Point of Contact by the Deadline for Submitting Questions or Requests for Clarifications set forth in Section 7.1, Schedule of Events, or as may be amended in Addenda, if any, posted to the HHS Grants RFA website.**

**HHSC may review and, at its sole discretion, may respond to questions or other written requests received after the Deadline for Submitting Questions or Requests for Clarifications .**

#### **7.4 AMBIGUITY, CONFLICT, DISCREPANCY, CLARIFICATIONS**

Applicants must notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA in the manner and by the deadline for submitting questions. Each Applicant submits its Application at its own risk.

If Applicant fails to properly and timely notify the Sole Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFA, Applicant, whether awarded a Grant Agreement or not:

1. Shall have waived any claim of error or ambiguity in the RFA and any resulting Grant Agreement;
2. Shall not contest the interpretation by the HHSC of such provision(s); and
3. Shall not be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

#### **7.5 RESPONSES TO QUESTIONS OR REQUEST FOR CLARIFICATIONS**

Responses to questions or other written requests for clarification will be consolidated and HHSC will post responses in one or more Addenda on the [HHS Grants RFA](#) website. Responses will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted at any time prior to the Deadline for Submission of Applications. Amended answers will be posted on the [HHS Grants RFA](#) website in a separate, new Addendum or Addenda. It is Applicant's responsibility to check the website or contact the Sole Point of Contact for a copy of the Addendum with the amended answers.

## **7.6 CHANGES, AMENDMENT OR MODIFICATION TO RFA**

HHSC reserves the right to change, amend, modify or cancel this RFA. All changes, amendments and modifications or cancellation will be posted by Addendum on the HHS Grants RFA website.

It is the responsibility of each Applicant to periodically check the HHS Grants RFA website for any additional information regarding this RFA. Failure to check posting website(s) will in no way release any Applicant or awarded Grantee from the requirements of posted Addenda or additional information. No HHS agency will be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the websites or for the failure of any Applicant or awarded Grantee to stay informed of all postings to these websites. If the Applicant fails to monitor these websites for any changes or modifications to this RFA, such failure will not relieve the Applicant of its obligation to fulfill the requirements as posted.

## **7.7 EXCEPTIONS**

Applicants are highly encouraged, in lieu of including exceptions in their Applications, to address all issues that might be advanced by way of exception by submitting questions or requests for clarification pursuant to **Section 7.3, RFA Questions and Requests for Clarification**.

If an Applicant includes any exception(s) in its Application, an Application must specifically and clearly identify each exception on the **Exceptions Form, Exhibit F** and provide all information requested on the form. Any exception that is not submitted on the form and in the format prescribed by the **Exceptions Form, Exhibit F** may be rejected without consideration.

No exception, nor any other term, condition, or provision in an Application that differs, varies from, or contradicts this RFA, will be considered to be part of any Grant Agreement resulting from this RFA unless expressly made a part of the Grant Agreement in writing by the System Agency.

## **7.8 APPLICANT CONFERENCE**

HHSC will conduct an Applicant conference on the date and time set out in **Section 7.1, Schedule of Events**, to review the key elements of this RFA. Attendance is optional and not required, however, is strongly encouraged.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 7.2, Sole Point of**

**Contact**, at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by HHSC.

The conference may be held by webinar, conference call or both. Attendees joining via conference call are required to send an email to the Sole Point of Contact (see **Section 7.2, Sole Point of Contact**) advising of participation in the conference. When sending email notification, each attendee must provide his/her name, attendee's company name, and attendee email address.

All questions and requests for clarification must be presented in writing at the conference. Reference **Section 7.3, RFA Questions and Requests for Clarification**, for the required format and information to be included.

During the conference, HHSC may provide responses; however, HHSC will consolidate the official responses to all questions and requests for clarifications received during the conference and include in an Addendum posted on the HHS Grants RFA website.

HHSC reserves the right to amend responses to questions and requests for clarification after posting at any time prior to the Deadline for Submission of Applications. Amended answers will be posted on the HHS Grants RFA website in a separate, new Addendum or Addenda.

#### **WEBINAR INFORMATION:**

The conference will be held through GoToWebinar, which may be accessed at:

<https://attendee.gotowebinar.com/register/7708287237449704794>.

#### **Webinar Instructions:**

1. Enter Webinar ID: 958-013-187
2. Enter Attendee's business email
3. To register, the participants must have the following information ready:
  - a. First and last name of each attendee/registrant;
  - b. E-mail address for the attendee/registrant;
  - c. Applicant's legal name; and
  - d. Job title of attendee/registrant.



## Section VIII. Application Organization and Submission Requirements

### 8.1 APPLICATION RECEIPT

Applications must be received by HHSC by the Deadline for Submission of Applications specified in **Section 7.1, Schedule of Events**, or subsequent Addenda. HHSC will date and time stamp all Applications upon receipt. Applications received after the Deadline for Submission of Applications may be ruled ineligible. Applicants should allow for adequate time for submission before the posted Deadline for Submission of Applications.

No HHS agency will be held responsible for any Application that is mishandled prior to receipt by HHSC. It is the Applicant's responsibility to ensure its Application is received by HHSC before the Deadline for Submission of Applications. No HHS agency will be responsible for any technical issues that result in late delivery, non-receipt of an Application, inappropriately identified documents, or other submission issue that may lead to disqualification.

**Note: All Applications become the property of HHSC after submission and receipt and will not be returned to Applicant.**

Applicants understand and acknowledge that issuance of this RFA or retention of Applications received in response to this RFA in no way constitutes a commitment to award Grant Agreement(s) as a result of this RFA.

### 8.2 APPLICATION SUBMISSION

By submitting an Application in response to this Solicitation, Applicant represents and warrants that the individual submitting the Application and any related documents on behalf of the Applicant is authorized to do so and to binds the Applicant under any Grant Agreement that may result from the submission of an Application.

### 8.3 REQUIRED SUBMISSION METHOD

Applicants must submit their completed Applications by the Deadline for Submission of Applications provided in the **Section 7.1, Schedule of Events**, or subsequent Addenda, using one of the approved methods identified below. Applications submitted by any other method (e.g., facsimile) will not be considered and will be disqualified.

**A. Submission Option #1 HHS Online Bid Room:** Applicants shall upload the following documents to the Online Bid Room utilizing the procedures in **Exhibit J, HHS Online Bid Room. File Size Limitation:** Restriction to 250MB per file attachment.

1. One (1) copy marked as "Original Application" that contains the Applicant's entire application in a Portable Document Format (".pdf") file.
2. One (1) copy of the completed **Exhibit C, Hourly Rate Workbook**, in its original Excel format.

3. One (1) copy of the complete Application marked as “Public Information Act Copy,” if applicable, in accordance with **Section 12.1, Texas Public Information Act – Application Disclosure Requirements**, in a Portable Document Format (“.pdf”) file.

**B. Submission Option #2 Sealed Package with USB Drives:** Applicants shall submit each of the following on separate USB drives:

1. One (1) USB drive with the complete Application file marked as “Original Application” in a Portable Document Format (“.pdf”) file. USB drive must include the completed **Exhibit C, Hourly Rate Workbook**, in its original Excel format. Include the USB in a separate envelope within the sealed Application package and mark the USB and envelope with “Original Application.”
2. One (1) USB drive with a copy of the complete Application file marked as “Public Information Act Copy,” if applicable and in accordance with **Section 12.1, Texas Public Information Act – Application Disclosure Requirements**. The copy must be in a Portable Document Format (“.pdf”) file. Include the USB in a separate envelope within the sealed package and mark the USB and envelope with “Public Information Act Copy” or “PIA Copy.”

Sealed packaged must be clearly labeled with the following:

1. RFA Number
2. RFA Title
3. Application Response Deadline
4. Sole Point of Contact’s name
5. Applicant’s legal name

Applicants are solely responsible for ensuring the USB drives are submitted in sealed packaging that is sufficient to prevent damage to contents and delivered by U.S. Postal Service, overnight or express mail, or hand delivery to the addresses below. No HHS agency will be responsible or liable for any damage.

<b>Overnight/Express/Priority Mail</b>	<b>Hand Delivery</b>
Health and Human Services Commission ATTN: Julia Solis Tower Building Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Health and Human Services Commission ATTN: Julia Solis Procurement & Contracting Services Building 1100 W. 49th St., MC 2020 Austin, Texas 78756

#### 8.4 COSTS INCURRED FOR APPLICATION

All costs and expenses incurred in preparing and submitting an Application in response to this RFA and participating in the RFA selection process are entirely the responsibility of the Applicant.

#### 8.5 APPLICATION COMPOSITION

All Applications must:

1. Be responsive to all RFA requirements;
2. Be clearly legible;
3. Be presented using font type Verdana, Arial, or Times New Roman, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices;
4. Include page numbering for each section of the Application; and
5. Include signature of Applicant's authorized representative on all exhibits and forms requiring a signature. For exhibits that require a signature, both electronic and handwritten signatures are acceptable. Copies of the Application documents should be made after signature.

#### 8.6 APPLICATION ORGANIZATION

The complete Application file .pdf must:

1. Be organized in the order outlined in the **Section XIII, Submission Checklist**, and include all required sections (e.g., "Administrative Information," "Narrative Proposal," "Exhibits to be Submitted with Application," and "Addenda")
  - a. **Exhibit C, Hourly Rate Workbook**, is to be submitted in its original Excel format.
  - b. Each Application section must have a cover page with the Applicant's legal name, RFA number, and name of grant identified.
2. Include all required documentation, exhibits, and forms completed and signed, as applicable. Copies of forms are acceptable, but all copies must be identical to the original. All exhibits must be submitted and obtained directly from the posted RFA package; previous versions and copies are not allowed or acceptable.

#### 8.7 APPLICATION WITHDRAWALS OR MODIFICATIONS

Prior to the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda, an Applicant may:

- 1) Withdraw its Application by submitting a written request to the Sole Point of Contact; or
- 2) Modify its Application by submitting an entirely new submission, complete in all respects, using one of the approved methods of submission set forth in this RFA. The modification must be received by HHSC by the Deadline for Submission of Applications set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda.

No withdrawal or modification request received after the Deadline for Submission of Applications, set forth in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be considered. Additionally, in the event of multiple Applications received, the most timely received and/or modified Application will replace the Applicant's original and all prior submission(s) in its entirety and the original submission(s) will not be considered.

## **Section IX. Application Screening and Evaluation**

### **9.1 OVERVIEW**

A three-step selection process will be used:

1. Application screening to determine whether the Applicant meets the minimum requirements of this RFA;
2. Evaluation based upon specific criteria; and
3. Final selection based upon State priorities and other relevant factors, as outlined in **Section 10.1, Final Selection**.

### **9.2 INITIAL COMPLIANCE SCREENING OF APPLICATIONS**

All Applications received by the Deadline for Submission of Applications as outlined in **Section 7.1, Schedule of Events**, or subsequent Addenda, will be screened by HHSC to determine which Applications meet all the minimum requirements of this RFA and are deemed responsive and qualified for further consideration. See **Section 3.2, Application Screening Requirements**.

At the sole discretion of HHSC, in coordination with System Agency, Applications with errors, omissions, or compliance issues may be considered non-responsive and may not be considered. The remaining Applications will continue to the evaluation stage and will be considered in the manner and form as which they are received. HHSC reserves the right to waive minor informalities in an Application. A “minor informality” is an omission or error that, in the determination of HHSC if waived or modified, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or RFA requirements. **Note:** Any disqualifying factor set forth in this RFA does not constitute an informality (e.g., **Exhibit A, HHS Solicitation Affirmations version 2.6**, or **Exhibit C, Hourly Rate Workbook**).

HHSC, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections at any point after receipt of Application. The missing information or corrections must be submitted to the Sole Point of Contact e-mail address in **Section 7.2, Sole Point of Contact**, by the deadline set by HHSC. Failure to respond by the deadline may result in the rejection of the Application and the Applicant’s not being considered for award.

### **9.3 QUESTIONS OR REQUESTS FOR CLARIFICATION FOR APPLICATIONS**

System Agency reserves the right to ask questions or request clarification or revised documents for a submitted Application from any Applicant at any time prior to award. System Agency reserves the right to select qualified Applications received in response to this RFA without discussion of the Applications with Applicants.

#### 9.4 EVALUATION CRITERIA

Applications will be evaluated and scored in accordance with the following scoring criteria using **Exhibit I, Evaluation Tool**.

**Scoring Criteria:** Qualified Applications shall be evaluated based upon:

- a. Applicant Organization (40%);
- b. Technical Approach (50%); and
- c. Cost (10%).

#### 9.5 PAST PERFORMANCE

System Agency reserves the right to request additional information and conduct investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of System Agency.

System Agency may examine Applicant's past performance which may include, but is not limited to, information about Applicant provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

System Agency, at its sole discretion, may also initiate investigations or examinations of Applicant performance based upon media reports. Any negative findings, as determined by System Agency at its sole discretion, may result in System Agency removing the Applicant from further consideration for award.

Past performance information regarding Applicants may include, but is not limited to:

- a. Notices of termination;
- b. Cure notices;
- c. Assessments of liquidated damages;
- d. Litigation;
- e. Audit reports; and
- f. Non-renewals of grants or contracts based on Applicant's unsatisfactory performance.

Applicants also may be rejected as a result of unsatisfactory past performance under any grant(s) or contract(s) as reflected in vendor performance reports, reference checks, or other sources. An Applicant's past performance may be considered in the initial screening process and prior to making an award determination.

Reasons for which an Applicant may be denied a Grant Agreement at any point after Application submission include, but are not limited to:

- a. If applicable, Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>, OR,
- b. Applicant is currently under a corrective action plan through HHSC or DSHS, OR,
- c. Applicant has had repeated, negative vendor performance reports for the same reason, OR,
- d. Applicant has a record of repeated non-responsiveness to vendor performance issues, OR,
- e. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or substandard performance, OR
- f. Any other performance issue that demonstrates that awarding a Grant Agreement to Applicant would not be in the best interest of the State.

## **9.6 COMPLIANCE FOR PARTICIPATION IN STATE CONTRACTS**

Prior to award of a Grant Agreement as a result of this RFA and in addition to the initial screening of Applications, all required verification checks will be conducted.

The information (e.g., legal name and, if applicable, assumed name (d/b/a), tax identification number, Federal Unique Entity Identifier number) provided by Applicant will be used to conduct these checks. At System Agency's sole discretion, Applicants found to be barred, prohibited, or otherwise excluded from award of a Grant Agreement may be disqualified from further consideration under this solicitation, pending satisfactory resolution of all compliance issues.

Checks include:

### **1. State of Texas Debarment and Warrant Hold**

Applicant must not be debarred from doing business with the State of Texas (<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>) or have an active warrant or payee hold placed by the Comptroller of Public Accounts (CPA).

### **2. U.S. System of Award Management (SAM) Exclusions List**

Applicant must not be excluded from contract participation at the federal level. This verification is conducted through SAM, the official website of the U.S. Government

which may be accessed at:  
<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

### **3. Divestment Statute Lists**

Applicant must not be listed on the Divestment Statute Lists provided by CPA, which may be accessed at:  
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

- a. Companies that boycott Israel;
- b. Companies with Ties to Sudan;
- c. Companies with Ties to Iran;
- d. Foreign Terrorist Organizations; and
- e. Companies with Ties to Foreign Terrorist Organizations.

### **4. HHS Office of Inspector General**

Applicant must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as a provider:  
<https://oig.hhsc.texas.gov/exclusions>

### **5. U.S. Department of Health and Human Services**

Applicant must not be listed on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (LEIE), excluded from participation as a provider, unless a valid waiver is currently in effect:  
<https://exclusions.oig.hhs.gov/>.

Additionally, if a subrecipient under a federal award, the Grantee shall comply with requirements regarding registration with the U.S. Government's System for Award Management (SAM). This requirement includes maintaining an active SAM registration and the accuracy of the information in SAM. The Grantee shall review and update information at least annually after initial SAM registration and more frequently as required by 2 CFR Part 25.

For grantees that may make procurements using grant funds awarded under the Grant Agreement, Grantee must check SAM Exclusions that contain the names of ineligible, debarred, and/or suspended parties. Grantee certifies through acceptance of a Grant Agreement it will not conduct business with any entity that is an excluded entity under SAM.

HHSC reserves the right to conduct additional checks to determine eligibility to receive a Grant Agreement.





## **Section X. Award of Grant Agreement Process**

### **10.1 FINAL SELECTION**

After initial screening for eligibility and Application completeness, and initial evaluation against the criteria listed in **Section 9.4, Evaluation Criteria**, the System Agency may apply other considerations such as program policy or other selection factors that are essential to the process of selecting Applications that individually or collectively achieve program objectives. In applying these factors, the System Agency may consult with internal and external subject matter experts.

The System Agency will make final funding decisions based on Applicant eligibility, evaluation rankings, the funding methodology above, and geographic distribution across the State, State priorities, reasonableness, availability of funding, cost-effectiveness, and other relevant factors.

All funding recommendations will be considered for approval by the HHSC Program Deputy Executive Commissioner.

### **10.2 ORAL PRESENTATIONS AND SITE VISITS**

At the discretion of HHSC, oral presentations may be required from any or all Applicants. Applicants will be provided advanced notice of any such oral presentation and are responsible for their own presentation equipment or setting up a virtual meeting. Failure to participate in the requested presentation may eliminate an Applicant from further consideration.

HHSC is not responsible for any costs incurred by the Applicant in preparation for any oral presentation.

At the discretion of HHSC, site visits of Applicants facilities may be required. HHSC will notify selected Applicants of the time of site visits or a virtual meeting. Failure to permit or participate in the requested site visit may eliminate an Applicant from further consideration.

### **HHSC IS NOT RESPONSIBLE FOR ANY COSTS INCURRED BY THE APPLICANT IN PREPARATION FOR ANY SITE VISIT.10.3 NEGOTIATIONS**

After selecting Applicants for award, the System Agency may engage in negotiations with selected Applicants. As determined by System Agency, the negotiation phase may involve direct contact between the selected Applicant and HHS representatives by virtual meeting, by phone and/or by email. Negotiations should not be interpreted as a preliminary intent to award funding unless explicitly stated in writing by the System Agency and is considered a step to finalize the Application to a state of approval and discuss proposed grant activities. During negotiations, selected Applicants may expect:

1. An in-depth discussion of the submitted Application and proposed Budget; and

2. Requests from the System Agency for revised documents, clarification or additional detail regarding the Applicant's submitted Application. These clarifications and additional details, as required, must be submitted in writing by Applicant as finalized during the negotiation.

#### **10.4 DISCLOSURE OF INTERESTED PARTIES**

Subject to certain specified exceptions, Section [2252.908](#) of the Texas Government Code, Disclosure of Interested Parties, applies to a contract of a State agency that has a value of \$1 million or more; requires an action or vote by the governing body of the entity or agency before the contract may be signed; or is for services that would require a person to register as a lobbyist under Chapter 305 of the Texas Government Code.

One of the requirements of Section [2252.908](#) is that a business entity (defined as "any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation") must submit a Form 1295, Certificate of Interested Parties, to the System Agency at the time the business entity submits the signed contract.

Applicant represents and warrants that, if selected for award of a Grant Agreement as a result of this RFA, Applicant will submit to the System Agency a completed, certified and signed Form 1295, Certificate of Interested Parties, at the time the potential Grantee submits the signed Grant Agreement.

The Form 1295 involves an electronic process through the Texas Ethics Commission (TEC). The on-line process for completing the Form 1295 may be found on the TEC public website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

Additional instructions and information to be used to process the Form 1295 will be provided by the System Agency to the potential Grantee(s). Grantee may contact Sole Point of Contact or designated Contract Manager for information needed to complete Form 1295.

If the potential Grantee does not submit a completed, certified and signed TEC Form 1295 to the System Agency with the signed Grant Agreement, the System Agency is prohibited by law from executing a contract, even if the potential Grantee is otherwise eligible for award. The System Agency, as determined at its sole discretion, may award the Grant Agreement to the next qualified Applicant, who will then be subject to this procedure.

#### **10.5 EXECUTION AND ANNOUNCEMENT OF GRANT AGREEMENT(S)**

The System Agency intends to award one or more Grant Agreements as a result of this RFA. However, not all Applicants who are deemed eligible to receive funds are assured of receiving a Grant Agreement.

At any time and at its sole discretion, System Agency reserves the right to cancel this RFA, make partial award, or decline to award any Grant Agreement(s) as a result of this RFA.

The final funding amount and the provisions of the grant will be determined at the sole discretion of System Agency.

HHSC may announce tentative funding awards through an “Intent to Award Letter” once the HHSC Program Deputy Executive Commissioner and relevant HHSC approval authorities have given approval to initiate and/or execute grants. Receipt of an “Intent to Award Letter” does not authorize the recipient to incur expenditures or begin project activities, nor does it guarantee current or future funding.

Upon execution of a Grant Agreement(s) as a result of this RFA, HHSC will post a notification of all grants awarded to the [HHS Grants RFA](#) website.

## **Section XI. General Terms and Conditions**

### **11.1 GRANT APPLICATION DISCLOSURE**

In an effort to maximize State resources and reduce duplication of effort, the System Agency, at its discretion, may require the Applicant to disclose information regarding the application for or award of State, federal, and/or local grant funding to the Applicant or subgrantee or Subcontractor (i.e., organization who will participate, in part, in the operation of the Project) within the past two years to provide autism services to children in the State of Texas.

### **11.2 TEXAS HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)**

In procuring goods and services using funding awarded under this RFA, Grantee must use HUBs or other designated businesses as required by law or the terms of the State or federal grant under which this RFA has been issued. See e.g., 2 CFR 200.321. If there are no such requirements, System Agency encourages Applicant to use HUBs to provide goods and services.

For information regarding the Texas HUB program, refer to CPA's website: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

## Section XII. Application Confidential or Proprietary Information

### **12.1 TEXAS PUBLIC INFORMATION ACT – APPLICATION DISCLOSURE REQUIREMENTS**

Applications and resulting Grant Agreements are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires System Agency to post grants and applications on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Applicant asserts that information provided in its Application is exempt from disclosure under the PIA, Applicant must:

1. **Mark Original Application:**
  - a. Mark the Original Application, at the top of the front page, with the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font); and
  - b. Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the Original Application);
2. **Certify in Original Application – HHS Solicitation:** Certify, in the designated section of the **Exhibit A, HHS Solicitation Affirmations version 2.6**, Applicant’s confidential information assertion and the filing of its Public Information Act Copy; and
3. **Submit Public Information Act Copy of Application:** Submit a separate “Public Information Act Copy” of the Original Application (in addition to the original and all copies otherwise required under the provisions of this RFA). The Public Information Act Copy must meet the following requirements:
  - a. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font);
  - b. Each portion Applicant claims is exempt from public disclosure must be redacted (blacked out); and
  - c. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in **Subsection (3) of this section** must be identical to those set forth in the Original Application as required in **Subsection 1(b)**, above. The only difference in required markings and information between the Original Application and the “Public Information Act Copy” of the Application will be redactions – which can only be included

in the “Public Information Act Copy.” There must be no redactions in the Original Application.

**By submitting an Application under this RFA, Applicant agrees that, if Applicant does not mark the Original Application, provide the required certification in Exhibit A, HHS Solicitation Affirmations version 2.6, and submit the Public Information Act Copy, the Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the Public Information Act, posted on the System Agency’s public website, and posted on the Legislative Budget Board’s public website.**

**If any or all Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, the System Agency, at its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.**

No Applicant should submit a Public Information Act Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including the System Agency and all other State agencies, without cost or liability.

The System Agency will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this RFA, Applicant acknowledges that all information, documentation, and other materials submitted in its Application may be subject to public disclosure under the PIA. The System Agency does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. The System Agency assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general’s Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general’s website at <http://www.texasattorneygeneral.gov>.

## **12.2 APPLICANT WAIVER – INTELLECTUAL PROPERTY**

**SUBMISSION OF ANY DOCUMENT TO ANY HHS AGENCY IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS AND HHS FROM ANY CLAIM OF INFRINGEMENT REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHS BY THE SUBMITTING PARTY.**



**Section XIII. Submission Checklist**

**HHSC, at its sole discretion, will review all Applications received and will determine if any or all Applications which do not include complete, signed copies of these exhibits and/or addenda, will be disqualified or whether additional time will be permitted for submission of the incomplete or missing exhibits. If additional time is permitted, Applicants will be notified in writing of the opportunity to provide the missing documentation by a specified deadline. Failure by an Applicant to submit the requested documentation by the deadline WILL result in disqualification. Applications that do not include Exhibit A, HHS Solicitation Affirmations version 2.6, (completed and signed) and Exhibit C, Hourly Rate Workbook, (completed) will be disqualified. See Section 9.2, Initial Compliance Screening of Applications, for further detail.**

This Submission Checklist identifies the documentation, forms and exhibits that are required to be submitted as part of the Application.

The Application must be organized in the order below and include each required section and the forms and exhibits identified within a section:

**1. Administrative Information**

- a. Form A: Face Page \_\_\_\_\_
- b. Form B: Administrative Information \_\_\_\_\_
- c. Form B-1: Governmental Entity – Authorized Officials, if applicable \_\_\_\_\_
- d. Form B-2: Nonprofit Entity – Board of Directors and Principal Officers, if applicable \_\_\_\_\_

**2. Narrative Proposal (The Narrative Proposal must be titled “Narrative Proposal” and include the Applicant’s Legal Name, the RFA No., and the name of the Grant Program. Use the titles below for each required section.)**

- a. Form C: Narrative Questionnaire \_\_\_\_\_
- b. Form D: Key Personnel \_\_\_\_\_
- c. Form E: Contact Person Information \_\_\_\_\_
- d. Form F: Texas Counties and Regions \_\_\_\_\_
- e. Form G: HHS Indirect Cost Rate Questionnaire \_\_\_\_\_
- f. Form H: Ceiling Request and Performance Measures \_\_\_\_\_
- g. Form I: Internal Controls Questionnaire \_\_\_\_\_
- h. Form J: HHSC Autism Program Invoice Form \_\_\_\_\_

**3. Exhibits to be Completed, Signed, and Submitted with Application**

- a. Exhibit A: HHS Solicitation Affirmations version 2.6 \_\_\_\_\_

**Per Section 3.2, Application Screening Requirements, Exhibit A is mandatory and must be completed, signed and submitted for the Application to be considered responsive. Applications received without Exhibit A or with an unsigned Exhibit A will be disqualified.**

- b. Exhibit C: Hourly Rate Workbook \_\_\_\_\_

**This Hourly Rate Workbook is mandatory and must be submitted with the Application, in the original format (Excel), for the Application to be considered responsive. Applications received without the completed Hourly Rate Workbook will be disqualified.**

- c. Exhibit D-2: Security and Privacy Inquiry (SPI), Attachment 2 to DUA \_\_\_\_\_

- d. Exhibit F: Exceptions Form, if applicable \_\_\_\_\_

- e. Exhibit G: Assurances – Non-Construction Programs \_\_\_\_\_

- f. Exhibit H: Certification Regarding Lobbying \_\_\_\_\_

- g. Exhibit K: Federal Funding Accountability and Transparency Act (FFATA) Certification Form \_\_\_\_\_

**4. Addenda:** Each Addendum, if any, must be signed and submitted with the Application.

## **Section XIV. List of Forms and Exhibits Attached to RFA**

### **Forms**

Form A: Face Page

Form B: Administrative Information and Contract History

Form B-1: Governmental Entity – Authorized Officials

Form B-2: Non-Profit Entity – Board of Directors and Principal Officers

Form C: Narrative Questionnaire

Form D: Key Personnel

Form E: Contact Person Information

Form F: Texas Counties and Regions

Form G: HHS Indirect Cost Rate Questionnaire

Form H: Ceiling Request and Performance Measures

Form I: Internal Controls Questionnaire

Form J: HHSC Autism Program Invoice Form

### **Exhibits**

Exhibit A: HHS Solicitation Affirmations version 2.6

Exhibit B: HHS Uniform Terms and Conditions – Grant version 3.5

Exhibit C: Hourly Rate Workbook

Exhibit D: Data Use Agreement v. 8.5

Exhibit D-1: Data Use Agreement - Governmental Entity v. 8.5

Exhibit D-2: Security and Privacy Inquiry (SPI), Attachment 2 to DUA

Exhibit E: Additional Provisions – Grant Funding, version 1.0

Exhibit F: Exceptions Form

Exhibit G: Assurances – Non-Construction Programs

Exhibit H: Certification Regarding Lobbying

Exhibit I: Evaluation Tool

Exhibit J: Online Bid Room

Exhibit K: Federal Funding Accountability and Transparency Act (FFATA) Certification Form

Exhibit L: Insurance Coverage Requirements

Exhibit M: Focused Treatment Strategies Chart

Exhibit N: HHSC Regional Coverage Map